



# DuPage Water Commission

**30 YEARS OF SERVICE**  
Pure. Essential. Stewardship.

## AGENDA – Board of Commissioners

Thursday, February 15, 2024 6:30 P.M.

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
- 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 January 18, 2024 Regular Meeting of the DuPage Water Commission.

- V. Treasurer’s Report

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

RECOMMENDED MOTION: To accept the January 2024 Treasurer's Reports (Voice Vote).

- VI. Committee Reports

- A. Finance Committee

1. Report of 02/15/24 Finance Committee
2. Resolution R-22-24: To Approve a New Financial Services Contract between the DuPage Water Commission and Baker Tilly US, LLP, at a cost of \$80,000.

RECOMMENDED MOTION: To adopt item 2 under the Finance Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

3. Actions on other items listed on the 02/15/24 Finance Committee Agenda.

- B. Administration Committee

1. Report of 02/15/24 Administration Committee

2. Ordinance O-01-24: Recommendation to approve the Amended and Restated DuPage Water Commission By-laws (second reading)

(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)

3. Resolution No. R-11-24: A Resolution notifying Chicago of the 17-year renewal of the Water Purchase Contract between the DuPage Water Commission and the City of Chicago

(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)

4. Resolution No. R-16-24: A Resolution Authorizing the Approval and execution of an Addendum to the Water Purchase and Sale Contract between the DuPage Water Commission and Aqua Illinois, Inc.

(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-17-24: A Resolution Authorizing the Approval and execution of Wheeling Agreements between the DuPage Water Commission, Illinois American Water Company, and six contract customers.

(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 adopt item numbers 2 through 5 under the Administration Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

C. Engineering & Construction Committee

1. Report of 02/15/24 Engineering & Construction Committee

2. Resolution No. R-12-24: A Resolution Authorizing the General Manager to Purchase 24-inch Steel Pipe and 37 Steel Butt Straps, from American Spiral Weld Pipe, Inc. at a not to exceed cost of \$50,000.

(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)

3. Resolution No. R-13-24: A Resolution Approving and Ratifying an Amendment to Work Authorization Order # 019 Under Quick Response Contract QR-12/21 to Rossi Contractors Inc. – Dresser Couplings, increase in cost of \$11,793.05 from \$30,600.14 to \$42,393.19.

(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)

4. Resolution No. R-14-24: A Resolution Approving and Ratifying an Amendment to Work Authorization Order No. 020 with Rossi Contractors, Inc. Under Quick Response Contract QR-12/21 - frame and lid repairs, increase in cost of \$39,636.12 from \$105,610 to \$145,246.12.

(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-15-24: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 (cathodic protection TIB-223) (WAO No. 24-Rossi Contractors, Inc. – Cost Not-To-Exceed \$300,000.)

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

6. Resolution No. R-18-24: A Resolution Awarding Quick Response Electrical Contracts QRE-10/24, no cost for this action.

(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-19-24: A Resolution Authorizing the First Amendment to Master Services Agreement Task Order #3 with Carollo Engineering, Inc., for Alternative Source Water Project professional engineering services, at an additional amount of \$18,079 for a total not to exceed amount of \$68,079.

(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. Resolution No. R-20-24: A Resolution Approving a First Amendment to Task Order No. 18 under a Master Contract with AECOM Technical Services, Inc. at an Increase Not-To-Exceed Cost of \$17,700 from \$104,920 to \$122,620.

(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. Resolution No. R-21-24: A Resolution to Authorize the General Manager to Purchase Galvanic Anodes, Coupons, and Backfill for Cathodic Protection Projects from Mesa Products, at a cost Not-to-Exceed \$165,000.

(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 adopt item numbers 2 through 9 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

## VII. Accounts Payable

### A. January 2024

1. Approval of Accounts Payable invoices received.

**RECOMMENDED MOTION:** To approve the Accounts Payable in the amount of \$9,760,730.00 (January 2024) subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

(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)

## 2. Approval of Accounts Payable estimated invoices

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$2,439,225.00 (January 2024) subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

(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)

### VIII. Chairman’s Report

### IX. Old Business

### X. New Business

### XI. 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 the setting of a price for sale or lease of property owned by the DuPage Water Commission 5 ILCS 120/2(c)(6), 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).

### XII. Adjournment

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



**Minutes of a Meeting  
of the**

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**BOARD OF COMMISSIONERS**

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DuPage Water Commission  
600 E. Butterfield Road, Elmhurst, Illinois

January 18, 2024

I. The meeting was called to order by Chairman Zay at 6:30 PM

II. Roll Call

Commissioners in attendance: D. Bouckaert, N. Cuzzone, J. Fennell, D. Novotny, J. Pruyn, K. Romano, K. Rush, D. Van Vooren, J. Zay.

Commissioners absent: J. Healy, D. Russo, F. Saverino, P. Suess

Also in attendance: P. May, C. Bostick, M. Weed, D. Panaszek, D. Cuvalo, J. Loster, J. Haney, D. Mundall, Phil Luetkehans of Luetkehans, Brady, Garner & Armstrong, LLC

III. Public Comments

No public comment was offered.

IV. Approval of Minutes

Commissioner Romano moved to approve the minutes of the November 16, 2023 Regular Meeting of the DuPage Water Commission, seconded by Commissioner Pruyn, unanimously approved by a voice vote. All Aye, motion carried.

V. Treasurer's Report

General Manager May presented the November and December 2023 Treasurer's Reports consisting of 13 pages each with pages 1 and 2 containing brief summaries of the reports.

November 2023

General Manager May noted \$230.8 million of cash and investments on page 4, an increase of \$0.8M from the previous month. General Manager May also pointed out the schedule of investments on pages 5 through 11 totaling \$219.5 million and the market yield on the total portfolio showed 3.68% which is up slightly from the prior month. On page 12, the statement of cash flows showed an increase in cash and investments by about \$3.1 million and operating activities increased by approximately \$2.3 million. Also noted on page 13, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

## December 2023

General Manager May noted \$230.5 million of cash and investments on page 4, a decrease of \$0.3M from the previous month. General Manager May also pointed out the schedule of investments on pages 5 through 11 totaling \$220.0 million and the market yield on the total portfolio showed 3.68% which is unchanged from the prior month. On page 12, the statement of cash flows showed an increase in cash and investments by about \$2.8 million and operating activities increased by approximately \$2.0 million. Also noted on page 13, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

Commissioner Cuzzone moved to accept the November and December 2023 Treasurer's Reports, seconded by Commissioner Fennell, unanimously approved by a voice vote. All aye, motion carried.

- VI. Cyber Security Presentation - Mr. Denis Cuvalo, IT Supervisor/Systems Engineer, gave the Board an overview of the enterprise network cyber security best practices, monitoring solutions, training initiatives, control network best practices, data and system backup strategies, as well as future projects and initiatives.

## VII. Committee Reports

### **A. Finance Committee**

The Finance committee did not meet.

### **B. Administration Committee**

Item 1: Commissioner Rush gave a brief report of the Administration Committee.

Item 2: Request for Board Action: Professional Development Travel and Expenses. To Approve/Ratify the Estimated Expenditures as listed in the approved FY-23/24 Management Budget and as listed.

Item 3: Request for Board Action: Recommendation to Receive and perform First Reading of the Amended and Restated DuPage Water Commission By-laws

Item 4: Resolution No. R-3-24: To Suspend the Purchasing Procedures and Authorize the Execution of a Consulting Agreement with IT Savvy LLC for IT Security Network Managed Services, in the amount of \$ 70,206.

Item 5: Resolution No. R-8-24: A Resolution Approving Water Purchase and Sale Contract with Contract Customers, for a Term Expiring on February 24, 2064.

Item 6: Resolution No. R-9-24: First Amendment to DuPage Water Commission Emergency Interconnection Agreement with the Village of Schaumburg.

Item 7: Resolution No. R-10-24: Addendum to Water Purchase and Sale Contract with UChicago Argonne, LLC.

Commissioner Rush moved to adopt item numbers 2 through 7 under the Administrative Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures seconded by Commissioner Van Vooren, unanimously approved by a Roll Call Vote.

Ayes: D. Bouckaert, N. Cuzzone, J. Fennell, D. Novotny, Pruyh, K. Romano, K. Rush, D. Van Vooren, J. Zay

Nay: None

Absent: J. Healy, D. Russo, F. Saverino, P. Suess

### **C. Engineering & Construction Committee**

- Item 1: Commissioner Fennell gave a brief report of the Engineering & Construction Committee.
- Item 2: Resolution No. R-1-24: A Resolution Approving a 12-Month Contract Time Renewal for Heavy Machinery and Equipment Rigging, Transportation and Installation Service to Mecon Industries Inc. No cost for this action.
- Item 3: Resolution No. R-2-24: A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase a Pump Control Valve from American Control Valve - \$225,000.00 and Procure Repair Services for a Malfunctioning Pump Control Valve from A/C Service and Repair – Estimated Cost of \$150,000.00, Sole Source Providers.
- Item 4: Resolution No. R-4-24: A Resolution Approving and Authorizing the Execution of an Amendment of Task Order No. 01 with Burns & McDonnell Engineering Co., Inc., at a Not-To-Exceed additional cost of \$5,447.00.
- Item 5: Resolution R-5-24: A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase Replacement Mechanical Seals, Associated Parts, and Labor Service for the Commission’s Large Service Pumps from Superior Industrial Equipment. At a Not-To-Exceed cost of \$180,000.00.
- Item 6: Resolution No. R-6-24: A Resolution to Ratify Certain Work Authorization Orders Under Quick Response Contract QR-12/21, WAO No. 021, Rossi Contractors, Inc. At an estimated not to exceed cost of \$30,000.00
- Item 7: Resolution No. R-7-24: A Resolution to Ratify Certain Work Authorization Orders Under Quick Response Contract QR-12/21, WAO No. 022, Benchmark Construction Co., Inc., at an estimated Not-to-Exceed cost of \$220,000.00.
- Item 8: Request for Board Action: Authorization for General Manager to Issue a Purchase Order to W.W. Grainger Inc. for replacement emergency LED light fixtures at remote facilities at a cost of \$38,393.85 plus shipping.

Commissioner Fennell moved to adopt item numbers 2 through 8 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures seconded by Commissioner Bouckaert, unanimously approved by a Roll Call Vote.

Ayes: D. Bouckaert, N. Cuzzone, J. Fennell, D. Novotny, Pruyn, K. Romano, K. Rush, D. Van Vooren, J. Zay

Nay: None

Absent: J. Healy, D. Russo, F. Saverino, P. Suess

VIII. Accounts Payable

**A. November and December 2023**

Item 1: To approve the Accounts Payable in the amount of \$8,945,420.94 (November 2023) disbursements made with the concurrence of the Commission's Chairman and \$9,260,498.49 (December 2023), subject to submission of all contractually required documentation, for invoices that have been received.

Item 2: To approve the Accounts Payable in the amount of \$2,930,575.00 (November 2023) disbursements made with the concurrence of the Commission's Chairman and \$2,321,275.00 (December 2023), subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated.

Chairman Zay asked for a motion to combine and approve the accounts payable disbursements and the estimated accounts payable for November and December 2023, Commissioner Pruyn moved, seconded by Commissioner Rush and unanimously approved by a roll call vote.

Ayes: D. Bouckaert, N. Cuzzone, J. Fennell, D. Novotny, Pruyn, K. Romano, K. Rush, D. Van Vooren, J. Zay

Nay: None

Absent: J. Healy, D. Russo, F. Saverino, P. Suess

IX. Chairman's Report

Chairman Zay reminded the Commissioners to complete the Preventing Workplace Harassment training if they had not yet done so.

X. Old Business

General Manager May acknowledged the IT department, Denis Cuvalo, Sanghyo Kim and Jenessa Rodriguez. Their management of the multilayered systems and security of all DWC systems is excellent and very much appreciated.

The Source Water update – The Carollo report has been revised and sent to Burns & McDonnell for validation. This updated report will provide more detailed project scheduling information, enabling Chicago contract extension terms. The next meeting a Resolution to approve the Chicago Contract Extension will be on the agenda, extending the contract between 15 to 20-year extension. All Contract Customers have passed resolutions concurring with our recommendation.

North Suburban Municipal Joint Action Water Agency (NSMJAWA) meetings continue, although the Northwest Water Commission (NWC) is opting out, as it was not financially advantageous for them. Next year’s budget will reflect early activities, congressionally directed spending, research, land acquisitions and appraisals, and geotechnical work. We can expect another refinement Task Order for the Carollo report on the next agenda to update the report without the inclusion of NWC.

Chicago Contract update – Shared use agreement has been received regarding Lexington, less favorable than the last one.

WaterLink update – Phase I engineering is concluding; Phase II engineering contract will be brought forward in the coming months. The entire cost of the project will be borne by the Municipalities.

DuPage County Forest Preserve District – Initial meeting with Forest Preserve District regarding the route down Book Road. An alternative route using forest preserve easements would minimize traffic disruption and demonstrate a substantial savings.

General Manager May noted the importance of the 40-year contract extension, indicating that it presents the opportunity and duty to continue to provide Lake Michigan Water to DuPage County communities for the next several generations. General Manager May expressed his appreciation to the DWC Board members and legal counsel, as well as municipal staff members for ensuring that the rather complex approval process went smoothly.

XI. New Business

No new business was offered.

XII. Executive Session

No Executive Session was offered.

XIII. Adjournment

Commissioner Cuzzone made a motion to adjourn, seconded by Commissioner Romano, unanimously approved by a voice vote. All aye, motion carried.

Meeting adjourned at 6:43 PM.



## MEMORANDUM

**To:** Chairman and Commissioners  
**From:** Bill Fates, Treasurer  
**Date:** 2/6/2024  
**Subject:** TREASURER'S REPORT – January 31, 2024

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of January. 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 \$229.0 million on January 31<sup>st</sup>, a decrease of \$1.5 million compared to the previous month.
2. The balance in the BMO Harris checking account was \$7.0 million on January 31<sup>st</sup>, a decrease of \$1.3 million compared to the \$8.3 million reported last month. The Waterlink Escrow account had a balance of \$1.3 million, a decrease of approximately \$844,000. The BMO Harris money market accounts had \$20.1 million at month-end, an increase of \$72,000.
3. During the month of January, the IIIT money market accounts increased by \$1.3 million from the prior month. Commercial paper, asset-backed/collateralized mortgage obligations, and corporate notes increased by \$1.0 million, \$1.4 million, and \$1.3 million, respectively. In addition, U.S. Treasury investments decreased by \$5.3 million.
4. The current holdings of cash and investments are in compliance with the approved investment policy.
5. For the nine months ended January 31, 2024, the Commission's cash and investments increased a total of \$1.3 million.
  - The Operating & Maintenance Account decreased by \$8.0 million for an ending balance of \$27.1 million.
  - The Waterlink Escrow Account increased by \$1.3 million.
  - The General Account increased by approximately \$2.5 million for an ending balance of \$29.8 million.
  - The Operating Reserve Account increased by approximately \$2.1 million for a balance of \$76.2 million.

- The Long-Term Capital Reserve Account increased by approximately \$2.3 million for a balance of \$27.1 million.
- The Capital Reserve Fund increased by approximately \$850,000 for a balance of \$67.4 million.

**Summary of the Changes in Cash and Investments by Account**

<b>ACCOUNT</b>	<b>Balance 4/30/2023</b>	<b>Balance 01/31/2024</b>	<b>Increase (Decrease)</b>
Operations & Maintenance	\$ 35,062,282	\$ 27,062,073	\$ (8,000,209)
Waterlink Escrow	-	1,338,664	1,338,664
General Account	27,337,988	29,826,058	2,488,070
Operating Reserve	74,109,825	76,205,730	2,095,905
Long-Term Capital Reserve	24,832,174	27,134,240	2,302,066
Capital Reserve	66,393,788	67,447,249	1,053,461
<b>Total Cash &amp; Investments</b>	<b>\$ 227,736,057</b>	<b>\$ 229,014,014</b>	<b>\$ 1,277,957</b>

**Schedule of Investments (Pages 5-11)**

1. The average yield to maturity on the Commission’s investments was 3.75%, up from the prior month average yield to maturity of 3.68%.
2. The portfolio ended the month of January 2024 with \$3.0 million of unrealized losses, compared to \$6.0 million in unrealized losses at April 30, 2023.
3. The amortized cost of our investments was \$220.6 million at January 31<sup>st</sup>.

**Statement of Cash Flows (Page 12)**

1. The statement of cash flows shows a breakdown of the \$1.3 million increase in cash and investments for the fiscal year.
2. Operating activities increased cash by approximately \$0.4 million as of the end of January 2024.
3. The decrease in Loans Receivable increased cash by approximately \$375,000.
4. Capital Assets purchased were \$4.2 million. Net escrow funds received were \$1.3 million.
5. Cash flow from investment activity generated approximately \$3.4 million of income.

**Reserve Analysis (Page 13)**

1. The Operating Reserve account was \$76.2 million which is approximately 182 days, this amount meets the minimum balance per the reserve policy.
2. The Operating and Maintenance Account was \$24.8 million which is a balance currently sufficient to cover an estimated 59 days of normal operation and maintenance costs.
3. The reserve analysis report shows the Commission has met all recommended reserve balances on January 31<sup>st</sup>.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bill Fates". The signature is written in a cursive style with a vertical line extending downwards from the end of the name.

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Bill Fates, CPA  
Treasurer



DuPAGE WATER COMMISSION  
 TREASURER'S REPORT  
 SUMMARY OF CASH AND INVESTMENTS  
 1/31/2024

FUNDS CONSIST OF:

	1/31/2024	12/31/2023	Increase/(Decrease)
PETTY CASH	\$ 1,300.00	\$ 1,300.00	\$ -
OPERATING & MAINTENANCE	7,009,811.36	8,331,852.51	(1,322,041.15)
WATERLINK ESCROW	1,338,663.77	2,182,209.03	(843,545.26)
<b>TOTAL CASH</b>	<b>\$ 8,349,775.13</b>	<b>\$ 10,515,361.54</b>	<b>\$ (2,165,586.41)</b>
BMO HARRIS MONEY MARKET FUNDS	\$ 20,050,961.14	\$ 19,979,042.05	\$ 71,919.09
IIIT MONEY MARKET FUNDS	6,375,198.99	5,053,822.89	1,321,376.10
U. S. TREASURY INVESTMENTS	81,375,120.94	86,675,882.36	(5,300,761.42)
U. S. AGENCY INVESTMENTS	17,166,661.20	17,153,224.70	13,436.50
MUNICIPAL BONDS	4,672,779.99	4,673,664.91	(884.92)
COMMERCIAL PAPER	16,593,157.21	15,624,722.78	968,434.43
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	39,285,215.33	37,903,773.85	1,381,441.48
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	35,145,143.99	32,968,813.26	2,176,330.73
<b>TOTAL INVESTMENTS</b>	<b>\$ 220,664,238.79</b>	<b>\$ 220,032,946.80</b>	<b>\$ 631,291.99</b>
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 229,014,013.92</b>	<b>\$ 230,548,308.34</b>	<b>\$ (1,534,294.42)</b>

	1/31/2024	12/31/2023	% CHANGE
IIIT MONEY MARKET FUNDS	2.9%	2.3%	26.1%
BMO HARRIS MONEY MARKET FUNDS	9.1%	9.1%	0.4%
U. S. TREASURY INVESTMENTS	36.9%	39.4%	-6.1%
U. S. AGENCY INVESTMENTS	7.8%	7.8%	0.1%
MUNICIPAL BONDS	2.1%	2.1%	0.0%
COMMERCIAL PAPER	7.5%	7.1%	6.2%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	17.8%	17.2%	3.6%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	15.9%	15.0%	6.6%
<b>TOTAL INVESTMENTS</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.3%</b>

Note 1 - Investments are carried at amortized cost.

DuPAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 January 31, 2024

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/24
<b>Water Fund Oper. &amp; Maint. Acct. (01-121103)</b>										
BMO Harris - Money Market	4.250%	01/31/24	02/01/24	1	4.250%	\$ 20,050,961.14	\$ 20,050,961.14	0.00	\$ 20,050,961.14	-
<b>Water Fund General Account (01-121700)</b>										
<b>IIIT - Money Market</b>										
IIIT - Money Market	5.415%	01/31/24	02/01/24	1	5.415%	5,259,461.47	5,259,461.47	0.00	5,259,461.47	-
US Treasury Notes	0.125%	03/22/23	02/15/24	15	4.670%	4,000,000.00	3,841,093.75	152,164.77	3,993,258.52	2,309.78
US Treasury Notes	0.250%	03/22/23	03/15/24	44	4.610%	4,000,000.00	3,834,531.25	145,649.37	3,980,180.62	3,818.68
Cooperative Rabobank UA	0.000%	06/27/23	03/08/24	37	5.650%	1,000,000.00	961,537.50	33,032.50	994,570.00	-
MUFG Bank LTD NY	0.000%	08/17/23	04/15/24	190	5.810%	2,000,000.00	1,924,845.56	52,173.33	1,977,018.89	-
BNP Paribas NY	0.000%	08/17/23	05/10/24	100	5.820%	2,000,000.00	1,917,230.00	52,080.00	1,969,310.00	-
Cooperative Rabobank UA	0.000%	11/09/23	06/13/24	134	5.730%	2,000,000.00	1,934,443.33	24,622.22	1,959,065.55	-
Credit Agricole CIB NY	0.000%	11/09/23	07/10/24	161	5.770%	2,000,000.00	1,925,075.00	25,591.67	1,950,666.67	-
NATIXIS NY	0.000%	11/09/23	08/05/24	187	5.810%	1,000,000.00	958,379.72	12,841.95	971,221.67	-
BNP Paribas NY	0.000%	11/14/23	08/09/24	191	5.710%	1,000,000.00	959,204.44	11,873.33	971,077.77	-
MUFG Bank LTD NY	0.000%	12/19/23	09/06/24	219	5.450%	3,000,000.00	2,885,593.33	19,213.33	2,904,806.66	-
NATIXIS NY	0.000%	01/17/24	10/10/24	253	5.170%	3,000,000.00	2,889,195.00	6,225.00	2,895,420.00	-
	Weighted Avg Maturity		107		5.113%	\$ 30,259,461.47	\$ 29,290,590.35	\$35,467.47	\$ 29,826,057.82	\$ 6,128.46
<b>Water Fund Operating Reserve (01-121800)</b>										
<b>IIIT - Money Market</b>										
IIIT - Money Market	5.415%	01/31/24	02/01/24	1	5.415%	381,922.55	381,922.55	0.00	381,922.55	-
US Treasury Notes	2.000%	05/06/21	02/15/25	381	0.490%	1,000,000.00	1,056,406.25	(40,840.26)	1,015,565.99	9,239.13
US Treasury Notes	0.250%	06/29/21	09/30/25	608	0.760%	700,000.00	685,207.03	9,011.04	694,218.07	592.90
US Treasury Notes	0.250%	11/03/20	10/31/25	639	0.390%	500,000.00	496,523.44	2,259.19	498,782.63	319.37
US Treasury Notes	0.375%	12/08/20	11/30/25	669	0.380%	160,000.00	159,968.75	19.75	159,988.50	103.28
US Treasury Notes	0.375%	01/05/21	12/31/25	700	0.370%	1,500,000.00	1,500,410.16	(252.54)	1,500,157.62	494.51
US Treasury Notes	0.375%	03/01/21	01/31/26	731	0.690%	1,000,000.00	984,765.63	9,038.78	993,804.41	10.30
US Treasury Notes	1.625%	03/01/21	02/15/26	746	0.690%	1,000,000.00	1,045,585.94	(26,822.67)	1,018,763.27	7,506.79
US Treasury Notes	0.500%	09/03/21	02/28/26	759	0.720%	1,000,000.00	990,507.81	5,088.84	995,596.65	2,115.38
US Treasury Notes	0.750%	06/02/21	03/31/26	790	0.760%	750,000.00	749,707.03	161.71	749,868.74	1,905.74
US Treasury Notes	0.750%	06/02/21	04/30/26	820	0.770%	750,000.00	749,121.09	477.00	749,598.09	1,437.16
US Treasury Notes	1.625%	11/05/21	05/15/26	835	1.050%	680,000.00	697,265.63	(8,549.20)	688,716.43	2,367.86
US Treasury Notes	0.750%	08/02/21	05/31/26	851	0.630%	500,000.00	502,753.91	(1,424.65)	501,329.26	645.49
US Treasury Notes	0.875%	10/26/21	06/30/26	881	1.150%	1,000,000.00	987,304.69	6,150.57	993,455.26	769.23
US Treasury Notes	0.625%	11/02/21	07/31/26	912	1.120%	750,000.00	732,744.14	8,174.35	740,918.49	12.88
US Treasury Notes	0.750%	01/05/22	08/31/26	943	1.350%	750,000.00	729,902.34	8,954.64	738,856.98	2,379.81
US Treasury Notes	0.875%	12/02/21	09/30/26	973	1.210%	600,000.00	590,648.44	4,184.01	594,832.45	1,778.69
US Treasury Notes	1.250%	02/14/22	11/30/26	1,034	1.920%	1,500,000.00	1,453,886.72	18,893.27	1,472,779.99	3,227.46
US Treasury Notes	1.250%	02/14/22	12/30/26	1,064	1.930%	1,075,000.00	1,041,327.26	13,558.08	1,054,880.34	1,181.32
US Treasury Notes	2.750%	05/04/22	04/30/27	1,185	2.960%	600,000.00	594,187.50	2,035.33	596,222.83	4,215.66
US Treasury Notes	2.375%	07/06/22	05/15/27	1,200	2.910%	750,000.00	731,923.83	5,858.96	737,782.79	3,816.96
US Treasury Notes	2.625%	06/03/22	05/31/27	1,216	2.940%	500,000.00	492,812.50	2,397.15	495,209.65	2,259.22
US Treasury Notes	2.625%	06/03/22	05/31/27	1,216	2.920%	1,000,000.00	986,289.06	4,572.82	990,861.88	4,518.44
US Treasury Notes	3.250%	08/05/22	06/30/27	1,246	2.780%	1,000,000.00	1,021,250.00	(6,469.97)	1,014,780.03	2,857.14
US Treasury Notes	2.750%	08/05/22	07/31/27	1,277	2.770%	600,000.00	599,320.31	203.42	599,523.73	45.33
US Treasury Notes	0.500%	11/03/23	10/31/27	1,369	4.710%	800,000.00	678,750.00	7,484.57	686,234.57	1,021.98
US Treasury Notes	3.875%	01/06/23	12/31/27	1,430	3.940%	580,000.00	578,187.50	389.39	578,576.89	1,975.82
US Treasury Notes	3.500%	02/02/23	01/31/28	1,461	3.640%	650,000.00	645,962.89	805.65	646,768.54	62.50
US Treasury Notes	4.000%	03/03/23	02/29/28	1,490	4.240%	200,000.00	197,882.81	388.85	198,271.66	3,384.62
US Treasury Notes	1.125%	09/11/23	02/29/28	1,490	4.450%	700,000.00	606,621.09	8,182.10	614,803.19	3,331.73
US Treasury Notes	3.500%	05/02/23	04/30/28	1,551	3.600%	1,500,000.00	1,493,320.31	1,006.53	1,494,326.84	13,413.46
US Treasury Notes	1.250%	09/13/23	04/30/28	1,551	4.480%	1,800,000.00	1,559,531.25	20,050.91	1,579,582.16	5,748.63
US Treasury Notes	3.625%	06/05/23	05/31/28	1,582	3.700%	750,000.00	747,539.06	325.51	747,864.57	4,679.82
US Treasury Notes	1.500%	01/04/24	11/30/28	1,765	3.970%	2,000,000.00	1,781,484.38	3,414.31	1,784,898.69	5,163.93
African Development Notes	4.625%	11/29/23	01/01/27	1,066	4.700%	515,000.00	513,918.50	56.96	513,975.46	1,786.41
INTL Finance Corp Notes	4.375%	12/06/23	01/15/27	1,080	4.490%	360,000.00	358,826.40	54.90	358,881.30	700.00
TX ST Trans Comm Txbi GO Bonds	4.000%	12/11/19	04/01/24	61	1.990%	410,000.00	443,812.70	(32,522.96)	411,289.74	5,466.67
WI St Txbi GO Bonds	1.857%	10/02/19	05/01/24	91	1.860%	275,000.00	275,000.00	0.00	275,000.00	1,276.69
NYC, NY Txbi GO Bonds	1.790%	10/04/19	10/01/24	244	1.790%	675,000.00	675,000.00	0.00	675,000.00	4,027.50
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	409	1.120%	395,000.00	395,000.00	0.00	395,000.00	1,663.83
FL ST Board of Admin Txbi Rev	1.258%	09/16/20	07/01/25	517	1.110%	100,000.00	100,707.00	(498.42)	100,208.58	104.83
FL ST Board of Admin Txbi Rev	1.258%	09/16/20	07/01/25	517	1.260%	410,000.00	410,000.00	0.00	410,000.00	425.82
Los Angeles CCD, CA Txbi GO Bonds	0.773%	11/10/20	08/01/25	548	0.770%	275,000.00	275,000.00	0.00	275,000.00	1,062.88
MN St Txbi GO Bonds	0.630%	08/25/20	08/01/25	548	0.630%	740,000.00	740,000.00	0.00	740,000.00	2,331.00
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	1,139	2.890%	185,000.00	185,000.00	0.00	185,000.00	2,018.39

DuPAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
January 31, 2024

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/24	
FN AL2092	3.000%	03/06/18	07/01/27	1.247	2,980.00	78,056.91	(61.77)	78,092.72	195.14	
FN AP4718	2.500%	07/20/18	08/01/27	1.278	2,750.00	70,272.84	871.17	71,144.01	149.37	
Fannie Mae Pool	3.500%	04/05/18	02/01/28	1.462	3,230.00	114,642.01	117,257.29	(1,550.66)	115,706.63	334.37
Fannie Mae Pool	3.500%	04/05/18	03/01/28	1.491	3,230.00	21,964.04	22,465.10	(294.71)	22,170.39	64.06
FR ZT1267	2.500%	08/21/19	05/01/28	1.552	3,200.00	84,774.57	85,953.46	(602.82)	85,350.64	176.61
FN CA1940	4.000%	07/11/18	06/01/28	1.583	3,640.00	94,996.22	(1,539.29)	93,456.93	307.52	
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1.613	2,720.00	120,066.24	123,124.17	(1,792.69)	121,331.48	300.17
FG J32374	2.500%	02/17/22	11/01/28	1.736	2,220.00	197,343.50	200,797.02	(1,006.87)	199,790.15	411.13
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1.856	3,630.00	50,459.28	52,012.50	(760.80)	51,251.70	168.20
FNMA Pool #A54197	3.500%	07/16/15	01/01/30	2.162	3,000.00	53,923.07	57,091.03	(1,872.11)	55,218.92	157.28
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	2.374	2,630.00	107,852.86	112,588.27	(2,595.00)	109,993.27	269.63
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	2.466	2,960.00	106,705.94	113,625.17	(3,743.68)	109,881.49	311.23
FR Z57331	3.000%	02/13/20	12/01/30	2.496	2,600.00	194,007.44	201,343.37	(2,689.28)	198,654.09	485.02
FN FM1082	3.000%	08/19/19	09/01/31	2.770	2,720.00	129,623.66	133,370.61	(1,385.71)	131,984.90	324.06
FG G16720	3.500%	01/25/19	11/01/31	2.831	3,340.00	108,197.29	109,938.58	(683.58)	109,255.00	315.58
FG G16935	3.000%	04/18/19	02/01/32	2.923	2,930.00	182,396.95	183,843.32	(540.80)	183,302.52	455.99
FN F52086	4.000%	10/21/22	10/01/32	3.166	4,370.00	339,555.53	329,474.97	1,286.57	330,773.54	1,131.85
Fannie Mae Pool	3.500%	02/13/18	01/01/33	3.258	3,900.00	119,522.42	122,286.36	(1,107.31)	121,179.05	348.61
Freddie Mac Pool	4.000%	06/07/18	02/01/33	3.289	3,730.00	42,747.85	44,036.97	(496.26)	43,540.71	142.49
FN CA1455	4.000%	12/20/18	03/01/33	3.317	3,760.00	156,354.97	160,422.64	(1,465.74)	158,956.90	521.18
FN BM5830	3.500%	06/05/19	04/01/34	3.713	3,180.00	169,943.51	176,316.39	(1,992.93)	174,323.46	495.67
FN FM0047	3.000%	06/17/21	12/01/34	3.957	2,450.00	192,928.94	205,137.71	(2,382.14)	202,755.57	482.32
FN FM2694	3.000%	06/05/19	03/01/35	4.047	2,570.00	210,857.79	222,191.38	(2,925.87)	219,625.51	527.14
FR SB0759	4.500%	10/18/22	03/01/35	4.047	4,630.00	231,856.03	228,957.82	302.20	229,260.02	869.46
FR SB0364	3.500%	06/21/21	06/01/35	4.139	2,830.00	180,487.41	194,475.22	(2,613.95)	191,661.27	526.42
FR SB0666	4.000%	05/13/22	06/01/35	4.139	3,750.00	368,065.20	377,726.93	(1,267.81)	376,459.12	1,226.88
FN FM3701	2.500%	07/27/20	07/01/35	4.169	2,040.00	184,424.74	195,230.87	(2,541.92)	192,688.95	384.22
FR SB0361	3.000%	03/20/23	07/01/35	4.169	3,530.00	323,947.77	306,991.13	1,202.01	308,193.14	809.87
FN FM5714	4.000%	03/19/21	11/01/35	4.292	3,230.00	153,691.78	167,427.98	(2,685.95)	164,742.03	512.31
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/01/24	1	2,600.00	2.53	2.58	(0.05)	2.53	0.01
Fannie Mae ACES	3.346%	12/13/19	03/01/24	30	2,140.00	66,636.40	69,874.49	(3,176.91)	66,697.58	185.80
FHLMC Multifamily Structured Pool	3.064%	05/31/22	08/01/24	183	3,000.00	614,049.57	614,865.11	(628.37)	614,236.74	1,567.87
FHMS K047 A1	2.827%	06/18/19	12/01/24	305	2,490.00	32,006.93	32,557.04	(466.07)	32,090.97	75.40
FHMS K043 A2	3.062%	03/19/20	12/01/24	305	1,950.00	186,957.26	196,217.48	(7,615.88)	188,601.60	477.05
FHMS K046 A2	3.205%	08/08/22	03/01/25	395	3,510.00	710,000.00	704,702.73	3,067.44	707,770.17	1,896.29
FHMS K047 A2	3.329%	05/24/22	05/01/25	456	3,100.00	710,000.00	714,548.44	(2,619.70)	711,928.74	1,969.66
FHMS K736 A1	1.895%	09/04/19	06/01/25	487	1,800.00	37,941.53	38,131.24	(145.47)	37,985.77	59.92
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/01/25	487	2,780.00	352,122.44	359,164.55	(5,511.49)	353,653.06	921.09
FHLMC Series K049 A2	3.010%	09/06/22	07/01/25	517	3,770.00	565,000.00	553,545.51	5,710.55	559,256.06	1,417.21
FHMS K733 A2	3.750%	08/15/23	01/01/26	701	5,240.00	372,359.32	362,041.24	2,446.41	364,487.65	1,163.62
FHMS K054 A2	2.745%	04/14/23	01/01/26	701	4,370.00	402,000.00	402,609.38	5,131.37	407,740.75	960.75
FHMS KJ31 A1	0.569%	10/20/20	05/01/26	821	0.570%	8,050.01	8,049.86	0.09	8,049.95	3.82
FHMS K737 A1	2.116%	01/22/20	06/01/26	852	2.030%	402,969.42	404,981.85	(1,272.34)	403,709.51	710.57
FHMS K058 A2	2.653%	04/12/23	08/01/26	913	4.020%	740,000.00	708,839.06	7,615.97	716,455.03	1,636.02
FHMS K061 A2	3.347%	05/24/23	11/01/26	1,005	4,310%	513,265.93	497,466.96	3,179.90	500,646.86	1,431.58
FHMS K063 A2	3.430%	05/24/23	01/01/27	1,066	4,340%	735,000.00	712,749.02	4,271.24	717,020.26	2,100.88
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	1,156	4,440%	765,000.00	733,055.27	5,362.48	738,417.75	2,067.41
FHMS K140 A1	3.400%	07/14/22	06/01/28	1,583	3,400%	323,117.43	323,113.53	1.03	323,114.56	915.50
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,613	4,580%	725,000.00	712,708.98	1,265.35	713,974.33	2,531.46
FHMS KS08 A2	4.740%	10/19/23	08/01/28	1,644	5,260%	715,000.00	699,315.76	827.81	700,143.57	2,824.25
FHMS KS06 A2	4.650%	09/14/23	08/01/28	1,644	4,990%	720,000.00	709,349.04	740.62	710,089.66	2,790.00
FHMS KS09 A2	4.850%	10/31/23	09/01/28	1,675	5,600%	535,000.00	517,942.60	781.71	518,724.31	2,162.29
FHMS KS07 A2	4.800%	09/20/23	09/01/28	1,675	5,070%	710,000.00	701,513.37	522.89	702,036.26	2,840.00
FHMS KS10 A2	5.069%	11/21/23	10/01/28	1,705	5,140%	265,000.00	264,233.89	27.12	264,261.01	1,119.40
FHMS KS11 A2	4.860%	12/07/23	10/25/28	1,729	4,930%	400,000.00	398,850.80	31.95	398,882.75	1,620.00
FHMS KS12 A2	5.000%	12/21/23	11/01/28	1,736	4,780%	365,000.00	368,408.37	(70.49)	368,337.88	1,520.83
FHMS K750 A1	3.000%	11/03/22	11/01/28	1,736	4,260%	614,844.13	573,983.45	8,489.32	582,472.77	1,537.11
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,736	4,460%	708,174.91	708,173.49	0.18	708,173.67	2,629.10
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,766	4,380%	681,307.64	681,296.05	2.20	681,298.25	2,485.07
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,797	4,910%	332,642.84	322,816.91	808.37	323,625.28	1,187.53
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,821	4,560%	342,264.38	342,253.80	1.70	342,255.50	1,300.03
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,978	3,900%	423,722.39	423,706.27	3.27	423,709.54	1,377.80
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,535	1,180%	212,103.46	207,065.99	690.33	207,756.32	176.75
FHR 4096 PA	1.375%	02/21/20	08/01/27	1,278	1,490%	154,039.02	152,787.46	662.45	153,449.91	176.50
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	1,309	1,690%	62,163.05	61,303.44	461.74	61,765.18	77.70
FHS 287 150	1.500%	12/21/17	10/01/27	1,339	1,840%	79,134.67	76,760.63	1,483.03	78,243.66	98.92
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	1,431	1,440%	82,425.80	81,257.03	588.44	81,845.47	85.86
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,552	1,860%	180,062.25	178,542.97	749.97	179,292.94	262.59
FNR 2013-19 GE	2.500%	10/25/19	03/01/33	3,317	2,400%	132,963.83	134,418.11	(464.26)	133,953.85	277.01
Freddie Mac	3.000%	05/03/19	04/01/34	3,713	2,960%	237,483.38	238,652.25	(371.58)	238,280.67	593.71

DuPAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
January 31, 2024

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/24		
FHR 3745 NP	4.000%	09/12/19	06/01/29	5.600	3.740%	17,865.48	18,504.02	(141.78)	18,362.24	59.55	
FNR 2013-75 PC	2.500%	04/15/20	04/01/43	7.000	2.200%	174,576.99	184,015.06	(1,556.31)	182,458.75	363.70	
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7.792	2.400%	129,944.37	132,421.43	(386.86)	132,034.57	270.72	
FNR 2016-19 AH	3.000%	07/08/20	04/01/46	8.096	2.580%	88,475.76	95,536.55	(975.72)	94,560.83	221.19	
FHR 5000 LB	1.250%	08/07/20	07/01/46	8.187	1.160%	207,385.15	211,468.06	(547.61)	210,920.45	216.03	
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	8.310	1.830%	135,718.10	140,680.33	(685.14)	139,995.19	226.20	
FNR 2019-13A	3.500%	01/23/24	04/01/49	9.192	3.840%	784,311.94	741,818.17	24.26	741,842.43	2,287.58	
Freddie Mac Notes	5.150%	01/24/23	01/24/25	359	5.150%	700,000.00	700,000.00	0.00	700,000.00	700.97	
Fannie Mae Notes	0.500%	06/29/20	06/17/25	503	0.470%	1,000,000.00	1,001,280.00	(925.58)	1,000,354.42	611.11	
Freddie Mac Notes	0.375%	07/21/20	07/21/25	537	0.480%	420,000.00	417,908.40	1,476.96	419,385.36	43.75	
Federal Home Loan Bank Notes	0.375%	09/10/20	09/04/25	582	0.440%	150,000.00	149,550.00	306.27	149,856.27	229.69	
Freddie Mac Notes	0.375%	09/23/20	09/23/25	601	0.440%	680,000.00	677,953.20	1,373.51	679,326.71	906.67	
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	932	3.410%	770,000.00	702,617.30	25,336.26	727,953.56	3,787.97	
Federal Home Loan Bank Notes	1.100%	08/03/22	08/20/26	932	3.000%	770,000.00	714,521.50	20,532.30	735,053.80	3,787.97	
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	1,106	3.370%	740,000.00	662,492.40	25,156.81	687,649.21	2,917.45	
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	1,120	3.240%	780,000.00	707,608.20	23,386.10	730,994.30	3,469.70	
National Australia NY	4.750%	01/10/24	12/10/25	679	4.840%	290,000.00	289,527.30	14.19	289,541.49	803.54	
Cooperat Rabobank UA/NY	4.850%	01/09/24	01/09/26	709	4.870%	545,000.00	544,792.90	6.24	544,799.14	1,615.32	
American Honda Finance Corp Notes	4.950%	01/10/24	01/09/26	709	4.960%	555,000.00	554,916.75	2.40	554,919.15	1,602.56	
Wells Fargo & Co	2.164%	06/30/23	02/11/26	742	4.530%	380,000.00	358,058.80	4,952.25	363,011.05	3,883.18	
Goldman Sachs Group Inc	3.750%	08/14/23	02/25/26	756	5.400%	365,000.00	350,918.30	2,600.40	353,518.70	5,931.25	
Roche Holdings Inc	0.991%	04/05/23	03/05/26	764	4.240%	575,000.00	524,244.75	14,392.57	538,637.32	2,310.96	
Nestle Holdings Inc Corp Notes	5.250%	03/14/23	03/13/26	772	5.260%	265,000.00	264,912.55	25.88	264,938.43	5,333.13	
Commonwealth Bk Austr NY Corp Notes	5.316%	03/13/23	03/13/26	772	5.320%	690,000.00	690,000.00	0.00	690,000.00	14,060.82	
Kenvue Inc	5.350%	11/03/23	03/22/26	781	5.480%	360,000.00	358,974.00	100.34	359,074.34	6,901.50	
Bank of America	3.500%	11/03/23	04/19/26	809	5.950%	765,000.00	722,695.50	4,239.87	726,935.37	7,586.25	
Caterpillar Finl Serv Corp Notes	4.350%	05/15/23	05/15/26	835	4.370%	580,000.00	579,727.40	65.17	579,792.57	5,326.33	
Bank of New York Mellon Corp Notes	5.148%	05/24/23	05/22/26	842	5.150%	1,065,000.00	1,065,000.00	0.00	1,065,000.00	10,508.36	
General Dynamics	1.150%	11/03/23	06/01/26	852	5.447%	400,000.00	358,996.00	3,921.74	362,917.74	766.67	
Bristol Myers Squibb Co	3.200%	08/14/23	06/15/26	866	4.850%	380,000.00	363,553.60	2,714.61	366,268.21	1,553.78	
Morgan Stanley	3.125%	11/03/23	07/27/26	908	6.120%	580,000.00	536,790.00	3,900.60	540,690.60	201.39	
State Street Corp Notes	5.272%	08/03/23	08/03/26	915	5.270%	200,000.00	200,000.00	0.00	200,000.00	5,213.42	
Mercedes Benz Fin NA	5.200%	11/09/23	08/03/26	915	5.480%	360,000.00	357,440.40	215.44	357,655.84	9,256.00	
State Street Corp Notes	5.272%	11/03/23	08/03/26	915	5.880%	540,000.00	531,738.00	740.62	532,478.62	14,076.24	
Bank of America	5.526%	08/18/23	08/18/26	930	5.530%	355,000.00	355,000.00	0.00	355,000.00	8,882.28	
Home Depot Inc	4.950%	12/04/23	08/18/26	930	5.030%	155,000.00	154,660.55	18.24	154,678.79	1,214.81	
Cooperat Rabobank UA/NY	5.500%	11/03/23	10/05/26	978	5.760%	545,000.00	541,195.90	296.50	541,492.40	9,658.61	
Paccar Financial Corp	5.200%	11/09/23	11/09/26	1,013	5.230%	180,000.00	179,861.40	9.92	179,871.32	2,132.00	
Pepsico Inc	5.125%	11/10/23	11/10/26	1,014	5.130%	140,000.00	139,962.20	2.68	139,964.88	1,614.38	
Roche Holdings Inc	5.265%	11/13/23	11/13/26	1,017	5.270%	275,000.00	275,000.00	0.00	275,000.00	3,137.06	
National Rural Coop	5.600%	11/13/23	11/13/26	1,017	5.400%	290,000.00	291,624.00	(113.83)	291,510.17	4,014.89	
Roche Holdings Inc	5.265%	11/21/23	11/13/26	1,017	5.150%	325,000.00	326,046.50	(66.74)	325,979.76	3,707.44	
Illinois Tool Works Inc	2.650%	11/15/23	11/15/26	1,019	5.210%	585,000.00	543,886.20	2,925.98	546,812.18	3,272.75	
Toyota Motor Credit	5.400%	11/20/23	11/20/26	1,024	5.430%	540,000.00	539,514.00	30.11	539,544.11	5,751.00	
JP Morgan	5.110%	12/08/23	12/08/26	1,042	5.110%	725,000.00	725,000.00	0.00	725,000.00	5,454.22	
Wells Fargo & Co	5.254%	12/11/23	12/11/26	1,045	5.180%	365,000.00	365,726.35	(32.98)	365,693.37	2,663.49	
John Deere Capital	4.500%	01/08/24	01/08/27	1,073	4.540%	275,000.00	274,694.75	6.28	274,701.03	790.63	
Mercedes Benz Fin NA	4.800%	01/11/24	01/11/27	1,076	4.840%	185,000.00	184,811.30	3.38	184,814.68	493.33	
Aust & NZ Banking Group NY	4.750%	01/18/24	01/18/27	1,083	4.750%	550,000.00	550,000.00	0.00	550,000.00	943.40	
<b>National Rural Coop</b>	<b>4.800%</b>	<b>02/05/24</b>	<b>02/05/27</b>	<b>1,101</b>	<b>4.810%</b>	<b>255,000.00</b>	<b>254,923.50</b>	<b>0.00</b>	<b>254,923.50</b>	-	
National Australia BK/ NY	2.500%	11/03/23	07/12/26	893	5.590%	580,000.00	535,693.80	3,770.69	539,464.49	765.28	
Wells Fargo Bank NA	5.450%	08/09/23	08/07/26	919	5.450%	350,000.00	349,972.00	4.50	349,976.50	9,113.61	
Citibank NA	5.488%	12/04/23	12/04/26	1,038	5.490%	250,000.00	250,000.00	0.00	250,000.00	2,172.33	
Citibank NA	5.488%	12/04/23	12/04/26	1,038	5.390%	450,000.00	451,242.00	(63.70)	451,178.30	3,910.20	
Weighted Avg Maturity			1.311			3.311%	\$ 77,806,361.47	\$ 76,302,122.03	\$ 158,531.36	\$ 76,460,653.39	\$ 361,811.36

DuPAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
January 31, 2024

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/24
<b>Water Fund LT Water Capital Reserve (01-121900)</b>										
<b>UIT - Money Market (PFM Asset Management)</b>										
	5.415%	01/31/24	02/01/24	1	5.415%	264,042.10	264,042.10	0.00	264,042.10	-
US Treasury Notes	0.375%	04/26/21	01/31/26	731	0.790%	700,000.00	686,328.12	7,935.98	694,264.10	7.21
US Treasury Notes	1.625%	03/01/21	02/15/26	746	0.690%	500,000.00	522,792.97	(13,411.33)	509,381.64	3,753.40
US Treasury Notes	0.500%	06/29/20	06/30/27	1,246	0.490%	500,000.00	500,195.31	(100.18)	500,095.13	219.78
US Treasury Notes	2.250%	08/01/19	08/15/27	1,292	1.950%	225,000.00	230,009.77	(2,803.90)	227,205.87	2,338.65
US Treasury Notes	0.500%	09/02/20	08/31/27	1,308	0.450%	200,000.00	200,671.88	(327.91)	200,343.97	423.08
US Treasury Notes	2.250%	05/01/19	11/15/27	1,384	2.440%	250,000.00	246,328.13	2,043.72	248,371.85	1,205.36
US Treasury Notes	0.625%	12/11/20	11/30/27	1,399	0.620%	200,000.00	200,109.38	(49.23)	200,060.15	215.16
US Treasury Notes	0.625%	01/05/21	12/31/27	1,430	0.660%	200,000.00	199,476.56	229.99	199,706.55	109.89
US Treasury Notes	2.750%	01/30/19	02/15/28	1,476	2.710%	250,000.00	250,722.66	(399.85)	250,322.81	3,175.95
US Treasury Notes	2.875%	04/05/21	05/15/28	1,566	1.420%	385,000.00	422,717.97	(14,970.91)	407,747.06	2,371.88
US Treasury Notes	1.250%	06/04/21	05/31/28	1,582	1.230%	500,000.00	500,664.06	(252.34)	500,411.72	1,075.82
US Treasury Notes	1.000%	08/02/21	07/31/28	1,643	0.990%	400,000.00	400,203.13	(72.48)	400,130.65	10.99
US Treasury Notes	1.125%	09/02/21	08/31/28	1,674	1.070%	400,000.00	401,359.38	(468.93)	400,890.45	1,903.85
US Treasury Notes	3.125%	05/01/19	11/15/28	1,750	2.470%	150,000.00	158,320.31	(4,144.64)	154,175.67	1,004.46
US Treasury Notes	1.138%	01/05/22	12/31/28	1,796	1.580%	250,000.00	246,601.56	1,008.08	247,609.64	302.20
US Treasury Notes	2.625%	06/03/19	02/15/29	1,842	1.200%	100,000.00	104,406.25	(2,116.69)	102,289.56	1,212.64
US Treasury Notes	2.625%	04/01/19	02/15/29	1,842	2.490%	150,000.00	151,769.53	(866.12)	150,903.41	1,818.95
US Treasury Notes	2.875%	05/05/22	04/30/29	1,916	3.110%	250,000.00	246,308.59	920.32	247,228.91	1,836.37
US Treasury Notes	2.750%	06/03/22	05/31/29	1,947	2.950%	250,000.00	246,933.59	729.98	247,663.57	1,183.40
US Treasury Notes	3.250%	07/06/22	06/30/29	1,977	2.870%	500,000.00	511,992.19	(2,703.06)	509,289.13	1,428.57
US Treasury Notes	1.750%	02/03/20	11/15/29	2,115	1.560%	250,000.00	254,355.47	(1,777.07)	252,578.40	937.50
US Treasury Notes	3.500%	02/02/23	01/31/30	2,192	3.590%	350,000.00	348,044.92	278.53	348,323.45	33.65
US Treasury Notes	1.500%	03/04/22	02/15/30	2,207	1.820%	500,000.00	488,164.06	2,847.96	491,012.02	3,464.67
US Treasury Notes	3.625%	11/03/23	03/31/30	2,251	4.720%	250,000.00	235,029.30	575.80	235,605.10	3,070.36
US Treasury Notes	0.625%	06/29/20	05/15/30	2,296	0.650%	250,000.00	249,414.06	213.02	249,627.08	334.82
US Treasury Notes	3.750%	07/26/23	06/30/30	2,342	4.050%	250,000.00	245,517.58	336.49	245,854.07	824.18
US Treasury Notes	0.625%	11/03/21	08/15/30	2,388	1.500%	250,000.00	232,148.44	4,560.33	236,708.77	721.81
US Treasury Notes	0.875%	12/11/20	11/15/30	2,480	0.880%	200,000.00	199,867.19	41.94	199,909.13	375.00
US Treasury Notes	3.750%	01/04/24	12/31/30	2,526	3.960%	600,000.00	592,242.19	74.32	592,316.51	1,978.02
US Treasury Notes	1.125%	11/05/21	02/15/31	2,572	1.480%	175,000.00	169,572.27	1,310.09	170,882.36	909.48
US Treasury Notes	1.250%	11/03/21	08/15/31	2,753	1.540%	250,000.00	243,369.14	1,520.77	244,889.91	1,443.61
US Treasury Notes	1.375%	02/22/22	11/15/31	2,845	1.940%	450,000.00	427,517.58	4,486.36	432,003.94	1,325.89
US Treasury Notes	2.875%	06/03/22	05/15/32	3,027	2.910%	250,000.00	249,287.11	119.27	249,406.38	1,540.18
US Treasury Notes	2.750%	01/04/24	08/15/32	3,119	3.990%	1,000,000.00	910,625.00	795.45	911,420.45	12,703.80
US Treasury Notes	4.125%	12/29/22	11/15/32	3,211	3.850%	200,000.00	204,539.06	(501.82)	204,037.24	1,767.86
US Treasury Notes	3.375%	06/05/23	05/15/33	3,392	3.610%	300,000.00	294,234.38	382.58	294,616.96	2,169.64
Inter-American Devel Bk Corp Notes	0.875%	04/13/21	04/20/26	810	0.970%	200,000.00	199,084.00	510.17	199,594.17	490.97
African Development Notes	4.625%	11/29/23	01/01/27	1,066	4.700%	175,000.00	174,632.50	19.35	174,651.85	607.03
INTL Finance Corp Notes	4.375%	12/06/23	01/15/27	1,080	4.490%	125,000.00	124,592.50	19.06	124,611.56	243.06
TX ST Trans Comm Txbi GO Bonds	4.000%	12/11/19	04/01/24	61	1.990%	105,000.00	113,659.35	(8,329.05)	105,330.30	1,400.00
WI St Txbi GO Bonds	1.857%	10/02/19	05/01/24	91	1.860%	75,000.00	75,000.00	0.00	75,000.00	348.19
NYC, NY Txbi GO Bonds	1.790%	10/04/19	10/01/24	244	1.790%	170,000.00	170,000.00	0.00	170,000.00	1,014.33
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	409	1.120%	105,000.00	105,000.00	0.00	105,000.00	442.28
FL ST Board of Admin Txbi Rev	1.258%	09/16/20	09/01/25	517	1.260%	115,000.00	115,000.00	0.00	115,000.00	120.56
Los Angeles CCD, CA Txbi GO Bonds	0.773%	11/10/20	08/01/25	548	0.770%	75,000.00	75,000.00	0.00	75,000.00	289.88
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	1,139	2.890%	55,000.00	55,000.00	0.00	55,000.00	600.06
FR ZT1267	2.500%	08/21/19	05/01/28	1,552	2.320%	22,080.83	22,387.89	(157.01)	22,230.88	46.00
FNMA Pool #A11266	3.000%	10/31/17	07/01/28	1,613	2.720%	27,707.58	28,413.25	(413.69)	27,999.56	69.27
FG J32374	2.500%	02/17/22	11/01/28	1,736	2.220%	60,509.48	61,568.40	(308.73)	61,259.67	126.06
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,856	3.630%	10,703.49	11,032.97	(161.39)	10,871.58	35.68
FNMA Pool #A54197	3.500%	07/16/15	01/01/30	2,162	3.000%	13,322.20	14,104.91	(462.54)	13,642.37	38.86
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	2,374	2.630%	16,177.95	16,888.27	(389.26)	16,499.01	40.44
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	2,466	2.960%	17,611.72	18,753.74	(617.89)	18,135.85	51.37
FR Z57331	3.000%	02/13/20	12/01/30	2,496	2.600%	49,533.82	51,406.82	(686.62)	50,720.20	123.83
FN FM1082	3.000%	08/19/19	09/01/31	2,770	2.720%	33,041.36	33,996.47	(353.22)	33,643.25	82.60

DuPAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
January 31, 2024

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/24
FG G16625	3.000%	04/18/19	02/01/32	2,923	2.930%	39,085.07	39,394.99	(115.88)	39,279.11	97.71
FN FS2986	4.000%	10/21/22	10/01/32	3,166	4.370%	111,941.38	108,618.13	428.10	109,046.23	373.14
FN BMS462	3.000%	06/21/19	11/01/32	3,197	2.800%	49,324.43	50,441.92	(385.33)	50,056.59	123.31
Freddie Mac Pool	4.000%	06/07/18	02/01/33	3,289	3.730%	13,153.09	13,549.70	(152.68)	13,397.02	43.84
FN CA1455	4.000%	12/20/18	03/01/33	3,317	3.760%	35,045.04	35,956.74	(328.52)	35,628.22	116.82
FN BMS830	3.500%	06/05/19	04/01/34	3,713	3.180%	42,485.89	44,079.14	(498.24)	43,580.90	123.92
FN FM0047	3.000%	06/17/21	12/01/34	3,957	2.450%	59,059.85	62,797.23	(729.23)	62,068.00	147.65
FR SB0759	4.000%	10/18/22	03/01/35	4,047	4.630%	82,805.73	81,770.67	107.93	81,878.60	310.52
FR SB0364	3.500%	06/21/21	06/01/35	4,139	2.830%	53,960.19	58,142.12	(781.49)	57,360.63	157.38
FR SB0666	4.000%	05/17/22	06/01/35	4,139	3.750%	114,586.34	117,594.23	(394.69)	117,199.54	381.95
FN FM3701	2.500%	07/27/20	07/01/35	4,169	2.040%	50,058.17	52,991.28	(689.95)	52,301.33	104.29
FR SB0361	3.000%	03/20/23	07/01/35	4,169	3.530%	105,332.70	99,819.19	390.84	100,210.03	263.33
FN FM5714	4.000%	03/19/21	11/01/35	4,292	3.230%	42,107.30	45,870.64	(735.88)	45,134.76	140.36
FN FM8086	3.500%	10/15/21	07/01/51	10,013	3.090%	150,565.07	162,445.57	(908.49)	161,537.08	439.15
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/01/24	1	2.600%	0.79	0.81	(0.02)	0.79	-
Fannie Mae ACES	3.346%	12/13/19	03/01/24	30	2.140%	16,881.22	17,701.54	(804.82)	16,896.72	47.07
FHLMC Multifamily Structured Pool	3.064%	05/31/22	08/01/24	183	3.000%	389,603.84	390,121.29	(398.69)	389,722.60	994.79
FHMS K047 A1	2.827%	06/21/19	12/01/24	305	2.490%	8,192.24	8,333.05	(119.30)	8,213.75	19.30
FHMS K043 A2	3.062%	03/25/20	12/01/24	305	1.950%	49,199.28	51,636.18	(2,004.18)	49,632.00	125.54
FHMS K046 A2	3.205%	08/08/22	03/01/25	395	3.510%	235,000.00	233,246.68	1,015.28	234,261.96	627.65
FHMS K047 A2	3.329%	05/24/22	05/01/25	456	3.100%	220,000.00	221,409.38	(811.74)	220,597.64	610.32
FHLM K736 A1	1.895%	09/04/19	06/01/25	487	1.800%	9,347.93	9,394.66	(35.83)	9,358.83	14.76
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/01/25	487	2.780%	76,548.34	78,079.21	(1,198.13)	76,881.08	200.24
FHMS K733 A2	3.750%	08/15/23	01/01/26	701	5.240%	129,084.57	125,507.63	848.09	126,355.72	403.39
FHMS K054 A2	2.745%	04/14/23	01/01/26	701	4.370%	140,000.00	134,203.13	1,710.46	135,913.59	320.25
FHMS K131 A1	0.569%	10/20/20	05/01/26	821	0.570%	2,209.81	2,209.76	0.03	2,209.79	1.05
FHMS K737 A1	2.116%	01/22/20	06/01/26	852	2.030%	100,742.39	101,245.50	(318.09)	100,927.41	177.64
FHMS K058 A2	2.653%	04/12/23	08/01/26	913	4.020%	240,000.00	229,893.75	2,470.04	232,363.79	530.60
FHMS K061 A2	3.347%	05/24/23	11/01/26	1,005	4.310%	169,427.58	164,212.39	1,049.68	165,262.07	472.56
FHMS K063 A2	3.430%	05/24/23	01/01/27	1,066	4.340%	245,000.00	237,583.01	1,423.75	239,000.76	700.29
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	1,156	4.440%	265,000.00	253,934.18	1,857.59	255,791.77	716.16
FHMS K140 A1	3.400%	07/14/22	06/01/28	1,583	3.400%	107,705.78	107,704.46	0.35	107,704.81	305.17
FNA 2023-466 A2	4.190%	07/31/23	07/01/28	1,613	4.580%	255,000.00	250,676.95	445.06	251,122.01	890.38
FHMS K508 A2	4.740%	10/19/23	08/01/28	1,644	5.260%	250,000.00	244,516.00	289.44	244,805.44	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	1,644	4.990%	255,000.00	251,227.79	262.30	251,490.09	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	1,675	5.600%	190,000.00	183,942.23	277.62	184,219.85	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	1,675	5.070%	250,000.00	247,011.75	184.12	247,195.87	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	1,705	5.140%	90,000.00	89,739.81	9.21	89,749.02	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	1,729	4.930%	140,000.00	139,597.78	11.18	139,608.96	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,736	4.780%	130,000.00	131,213.94	(25.11)	131,188.83	541.67
FHMS K750 A1	3.000%	11/03/22	11/01/28	1,736	4.260%	198,493.00	185,301.77	2,740.64	188,042.41	496.23
FHMS K145 A1	4.455%	05/25/23	11/01/28	1,736	4.460%	234,395.90	234,395.43	0.06	234,395.49	870.19
FHMS K143 A1	4.377%	12/15/22	12/01/28	1,766	4.380%	223,787.19	223,783.37	0.72	223,784.09	816.26
FHMS K144 A1	4.558%	02/23/23	01/25/29	1,821	4.560%	109,127.77	109,124.36	0.55	109,124.91	414.50
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,797	4.910%	114,190.82	110,817.75	277.50	111,095.25	407.66
FHMS K142 A1	3.902%	09/15/22	07/01/29	1,978	3.900%	137,956.14	137,950.88	1.07	137,951.95	448.59
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,535	1.180%	64,809.40	63,270.15	210.94	63,481.09	54.01
FHR 4096 PA	1.375%	02/21/20	08/01/27	1,278	1.490%	39,947.22	39,622.66	171.79	39,794.45	45.77
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	1,431	1.440%	20,960.30	20,960.30	151.78	21,112.08	22.15
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,552	1.860%	45,988.39	45,600.35	191.55	45,791.90	67.07
Fannie Mae	2.500%	10/25/19	03/01/33	3,317	2.400%	33,876.17	34,246.69	(118.28)	34,128.41	70.58
Freddie Mac	3.000%	05/03/19	04/01/34	3,713	2.960%	43,843.09	44,058.88	(68.60)	43,990.28	109.61
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,600	3.740%	3,930.44	4,070.92	(31.19)	4,039.73	13.10
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,792	2.400%	33,295.32	33,930.00	(99.12)	33,830.88	69.37
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	8,310	1.830%	34,214.59	35,465.56	(172.72)	35,292.84	57.02
FNR 2019-13A	3.500%	01/23/24	04/01/49	9,192	3.840%	273,444.87	258,629.72	8.46	258,638.18	797.55
FHLB Bonds	2.500%	02/14/19	02/13/24	13	2.580%	5,000.00	4,982.30	17.58	4,999.88	58.33
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	932	3.410%	250,000.00	228,122.50	8,226.06	236,348.56	1,229.86
Federal Home Loan Bank Notes	1.100%	08/03/22	08/20/26	932	3.000%	255,000.00	236,627.25	6,799.66	243,426.91	1,254.46
FNMA Benchmark Note	1.875%	12/20/18	09/24/26	967	2.970%	500,000.00	462,350.00	24,816.58	487,166.58	3,307.29
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	1,106	3.370%	245,000.00	219,338.70	8,328.94	227,667.64	965.91
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	1,120	3.240%	255,000.00	231,333.45	7,645.46	238,978.91	1,134.33
Fannie Mae Notes	0.750%	10/07/20	10/08/27	1,346	0.770%	210,000.00	209,699.70	142.22	209,841.92	494.38
Fannie Mae Notes	0.875%	08/05/20	08/05/30	2,378	0.930%	100,000.00	99,485.00	178.71	99,664.71	427.78
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	3,054	3.120%	230,000.00	237,378.40	(1,117.63)	236,260.77	1,118.06
American Honda Finance Corp Notes	4.950%	01/10/24	01/09/26	709	4.960%	195,000.00	194,970.75	0.84	194,971.59	563.06
Wells Fargo & Co	2.164%	06/30/23	02/11/26	742	4.530%	130,000.00	122,493.80	1,694.19	124,187.99	1,328.46
Goldman Sachs Group Inc	3.750%	08/14/23	02/25/26	756	5.400%	125,000.00	120,177.50	890.55	121,068.05	2,031.25
Roche Holdings Inc Corp Notes	0.991%	04/05/23	03/05/26	764	4.240%	200,000.00	182,346.00	5,006.11	187,352.11	803.81
Commonwealth Bk Austr NY Corp Notes	5.316%	03/13/23	03/13/26	772	5.320%	250,000.00	250,000.00	0.00	250,000.00	5,094.50
Kenvue Inc	5.350%	11/03/23	03/22/26	781	5.480%	125,000.00	124,643.75	34.84	124,678.59	2,396.35
Bank of America	3.500%	11/03/23	04/19/26	809	5.950%	130,000.00	122,811.00	720.50	123,531.50	1,289.17
Caterpillar Finl Serv Corp Notes	4.350%	05/15/23	05/15/26	835	4.370%	190,000.00	189,910.70	21.35	189,932.05	1,744.83

DuPAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/24	
Bank of New York Mellon Corp Notes	5.148%	05/24/23	05/22/26	842	5.150%	350,000.00	350,000.00	0.00	350,000.00	3,453.45
General Dynamics	1.150%	11/03/23	06/01/26	852	5.447%	140,000.00	140,000.00	1,372.61	125,648.60	127,021.21
Bristol Myers Squibb Co	3.200%	08/14/23	06/15/26	866	4.850%	130,000.00	124,373.60	928.68	125,302.28	531.56
Morgan Stanley	3.125%	11/03/23	07/27/26	908	6.120%	200,000.00	200,000.00	1,345.04	185,100.00	186,445.04
State Street Corp Notes	5.272%	08/03/23	08/03/26	915	5.270%	70,000.00	70,000.00	0.00	70,000.00	1,824.70
Mercedes Benz Fin NA	5.200%	11/09/23	08/03/26	915	5.480%	150,000.00	148,933.50	89.77	149,023.27	3,856.67
State Street Corp Notes	5.272%	11/03/23	08/03/26	915	5.880%	190,000.00	187,093.00	260.59	187,353.59	4,952.75
Bank of America	5.526%	08/18/23	08/18/26	930	5.530%	250,000.00	250,000.00	0.00	250,000.00	6,255.13
Home Depot Inc	4.950%	12/04/23	08/18/26	930	5.030%	55,000.00	54,879.55	6.47	54,886.02	431.06
Cooperat Rabobank UA/NY	5.500%	11/03/23	10/05/26	978	5.760%	250,000.00	248,255.00	136.01	248,391.01	4,430.56
Citigroup Inc	3.200%	11/03/23	10/21/26	994	6.070%	135,000.00	124,615.80	862.95	125,478.75	1,200.00
Paccar Financial Corp	5.200%	11/09/23	11/09/26	1,013	5.230%	65,000.00	64,949.95	3.58	64,953.53	769.89
Pepsico Inc	5.125%	11/10/23	11/10/26	1,014	5.130%	50,000.00	49,986.50	0.96	49,987.46	576.56
Pepsico Inc	5.125%	11/21/23	11/10/26	1,014	5.000%	140,000.00	140,494.20	(31.68)	140,462.52	1,614.38
National Rural Coop	5.600%	11/13/23	11/13/26	1,017	5.400%	100,000.00	100,560.00	(39.25)	100,520.75	1,384.44
Roche Holdings Inc	5.265%	11/13/23	11/13/26	1,017	5.270%	200,000.00	200,000.00	0.00	200,000.00	2,281.50
Illinois Tool Works Inc	2.650%	11/15/23	11/15/26	1,019	5.210%	200,000.00	195,522.32	1,030.35	192,552.67	1,152.46
Toyota Motor Credit	5.400%	11/20/23	11/20/26	1,024	5.430%	190,000.00	189,829.00	10.59	189,839.59	2,023.50
JPMorgan Chase & Co	5.110%	12/08/23	12/08/26	1,042	5.050%	250,000.00	250,392.50	(18.85)	250,373.65	1,880.76
John Deere Capital	4.500%	01/08/24	01/08/27	1,073	4.540%	100,000.00	99,889.00	2.28	99,891.28	287.50
<b>National Rural Coop</b>	<b>4.800%</b>	<b>02/05/24</b>	<b>02/05/27</b>	<b>1,101</b>	<b>4.810%</b>	<b>90,000.00</b>	<b>89,973.00</b>	<b>0.00</b>	<b>89,973.00</b>	-
National Australia BK/ NY	2.500%	11/03/23	07/12/26	893	5.590%	250,000.00	230,902.50	1,625.30	232,527.80	329.86
Wells Fargo Bank NA	5.450%	08/09/23	08/07/26	919	5.450%	250,000.00	249,980.00	3.22	249,983.22	6,509.72
Citibank NA	5.488%	12/04/23	12/04/26	1,038	5.490%	250,000.00	250,000.00	0.00	250,000.00	2,172.33
		Weighted Avg Maturity	1.715		3.272%	\$ 27,581,746.63	\$ 27,174,494.28	\$ 49,719.22	\$ 27,224,213.50	\$ 158,839.52
<b>Capital Reserve (01-122000)</b>										
IIIT - Money Market (PFM Asset Management)	5.415%	01/31/24	02/01/24	1	5.415%	469,772.87	469,772.87	0.00	469,772.87	-
US Treasury Notes	0.375%	10/05/21	09/15/24	228	0.510%	1,300,000.00	1,294,820.31	4,085.93	1,298,906.24	1,861.61
US Treasury Notes	1.125%	02/07/22	01/15/25	350	1.500%	965,000.00	954,746.88	6,918.23	961,665.11	507.02
US Treasury Notes	1.375%	01/31/23	01/31/25	366	4.280%	2,000,000.00	1,889,765.63	55,192.58	1,944,958.21	75.55
US Treasury Notes	1.500%	04/04/22	02/15/25	381	2.650%	1,000,000.00	968,398.44	20,142.98	988,541.42	6,929.35
US Treasury Notes	2.000%	01/31/23	02/15/25	381	4.270%	1,350,000.00	1,290,621.09	29,132.28	1,319,753.37	12,472.83
US Treasury Notes	1.125%	09/02/21	02/28/25	394	0.520%	2,000,000.00	2,041,953.13	(29,021.69)	2,012,931.44	9,515.23
US Treasury Notes	0.500%	03/04/22	03/31/25	425	1.650%	400,000.00	386,250.00	8,558.55	394,808.55	677.60
US Treasury Notes	2.625%	05/04/22	04/15/25	440	2.910%	1,350,000.00	1,339,242.19	6,372.78	1,345,614.97	10,553.79
US Treasury Notes	0.375%	02/08/22	04/30/25	455	1.580%	3,000,000.00	2,887,031.25	69,393.72	2,956,424.97	2,874.31
US Treasury Notes	2.750%	06/08/22	05/15/25	470	2.910%	3,000,000.00	2,986,757.81	7,448.73	2,994,206.54	17,678.57
US Treasury Notes	2.875%	07/06/22	06/15/25	501	2.860%	1,850,000.00	1,850,505.86	(270.58)	1,850,235.28	6,975.41
US Treasury Notes	3.000%	08/03/22	07/15/25	531	2.780%	645,000.00	649,031.25	(2,047.44)	646,983.81	903.71
US Treasury Notes	3.000%	08/03/22	07/15/25	531	2.910%	1,000,000.00	1,002,500.00	(1,269.73)	1,001,230.27	1,401.10
US Treasury Notes	3.000%	08/05/22	07/15/25	531	3.060%	1,400,000.00	1,397,539.06	1,247.64	1,398,786.70	1,961.54
US Treasury Notes	0.250%	06/10/22	07/15/25	531	3.020%	2,500,000.00	2,293,847.66	108,018.79	2,401,866.45	17.17
US Treasury Notes	3.000%	12/07/22	10/31/25	639	4.130%	900,000.00	872,472.66	10,943.35	883,416.01	6,898.35
US Treasury Notes	4.500%	12/07/22	11/15/25	654	4.120%	1,785,000.00	1,803,338.09	(7,188.39)	1,796,149.70	17,212.50
US Treasury Notes	2.875%	11/13/23	11/30/25	669	4.920%	400,000.00	384,281.25	1,681.15	385,962.40	1,979.51
US Treasury Notes	3.875%	01/04/24	01/15/26	715	4.340%	2,500,000.00	2,477,832.03	836.53	2,478,668.56	4,524.38
US Treasury Notes	0.750%	05/05/23	04/30/26	820	3.830%	1,750,000.00	1,599,062.50	37,630.61	1,636,693.11	3,353.37
US Treasury Notes	3.625%	06/02/23	04/15/26	835	3.990%	400,000.00	395,953.12	915.99	396,869.11	3,107.14
US Treasury Notes	4.125%	07/10/23	06/15/26	866	4.650%	1,025,000.00	1,010,345.70	2,818.66	1,013,164.36	5,545.08
US Treasury Notes	4.500%	09/11/23	07/15/26	896	4.680%	700,000.00	696,582.03	470.88	697,052.91	1,471.15
US Treasury Notes	0.750%	12/05/23	08/31/26	943	4.430%	1,000,000.00	906,250.00	5,437.50	911,687.50	3,173.08
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	132	0.400%	1,270,000.00	1,269,238.00	671.09	1,269,909.09	661.46
Asian Development Bank Corp Notes	0.625%	10/06/21	10/08/24	251	0.640%	420,000.00	419,773.20	175.16	419,948.36	823.96
African Development Notes	4.625%	11/29/23	01/01/27	1,066	4.700%	460,000.00	459,034.00	50.87	459,084.87	1,595.63
INTL Finance Corp Notes	4.375%	12/06/23	01/15/27	1,080	4.490%	330,000.00	328,924.20	50.33	328,974.53	641.67
New York St Dorm Auth Municipal Bonds	2.566%	03/25/22	03/15/25	409	2.570%	190,000.00	190,000.00	0.00	190,000.00	1,841.82
Los Angeles CCD, CA Txbi GO Bonds	0.773%	11/10/20	08/01/25	548	0.770%	225,000.00	225,000.00	0.00	225,000.00	869.63
Connecticut St Txbi	5.050%	06/22/23	05/15/26	835	4.550%	90,000.00	91,206.90	(255.53)	90,951.37	959.50
FN AL2092	3.000%	03/06/18	07/01/27	1,247	2.980%	59,484.68	59,559.04	(47.07)	59,511.97	148.71
Fannie Mae Pool	3.500%	04/05/18	02/01/28	1,462	3.230%	95,535.08	97,714.48	(1,292.22)	96,422.26	278.64
Fannie Mae Pool	3.500%	04/05/18	03/01/28	1,491	3.230%	51,249.47	52,418.58	(687.64)	51,730.94	149.48
Fannie Mae Pool	3.500%	04/05/18	04/01/28	1,522	3.240%	64,081.87	65,483.66	(817.49)	64,666.17	186.91
FR Z71267	2.500%	08/21/19	05/01/28	1,552	2.320%	57,962.12	58,768.16	(412.16)	58,356.00	120.75
FN CA1940	4.000%	07/11/18	06/01/28	1,583	3.640%	66,776.80	68,759.24	(1,114.16)	67,645.08	222.59
FG I32374	2.500%	02/17/22	11/01/28	1,736	2.220%	179,465.67	182,606.32	(915.65)	181,690.67	373.89
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,856	3.630%	29,816.86	30,734.64	(449.55)	30,285.09	99.39
FN FS2986	4.000%	10/21/22	10/01/32	3,166	4.370%	313,435.88	304,130.75	1,198.68	305,329.43	1,044.79
FR SB0364	3.500%	06/21/21	06/01/35	4,139	2.830%	161,880.50	174,426.24	(2,344.47)	172,081.77	472.15

DuPAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
January 31, 2024

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/24	
Fannie Mae ACES	3.346%	12/13/19	03/01/24	30	2.140%	45,312.75	47,514.68	(2,160.33)	45,354.35	126.35
FHMS K047 A1	2.827%	06/18/19	12/01/24	305	2.490%	21,909.53	22,286.11	(319.05)	21,967.06	51.62
FHMS K046 A2	3.205%	08/08/22	03/01/25	395	3.510%	645,000.00	640,187.70	2,786.61	642,974.31	1,722.69
FHMS K047 A2	3.329%	05/24/22	05/01/25	456	3.100%	650,000.00	654,164.06	(2,398.31)	651,765.75	1,803.21
FHLMC Multifamily Structured	3.010%	09/06/22	07/01/25	517	3.770%	520,000.00	509,457.81	5,255.73	514,713.54	1,304.33
FHMS K733 A2	3.750%	08/15/23	01/01/26	701	5.240%	337,605.78	328,250.72	2,218.08	330,468.80	1,055.02
FHMS K054 A2	2.745%	04/14/23	01/01/26	701	4.370%	385,000.00	369,058.59	4,703.76	373,762.35	880.69
FHMS K131 A1	0.569%	10/20/20	05/01/26	821	0.570%	6,471.58	6,471.44	0.08	6,471.52	3.07
FHMS K736 A2	2.282%	12/15/23	07/01/26	882	4.830%	400,000.00	375,625.00	1,259.42	376,884.42	760.67
FHMS K058 A2	2.653%	04/12/23	08/01/26	913	4.020%	675,000.00	646,576.17	6,947.00	653,523.17	1,492.31
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	944	5.130%	349,064.63	325,693.66	1,456.48	327,150.14	734.87
FHMS K059 A2	3.120%	11/20/23	09/01/26	944	5.160%	655,000.00	620,382.23	2,295.33	622,677.56	1,703.00
FHMS K061 A2	3.347%	05/24/23	11/01/26	1,005	4.310%	468,417.45	453,998.97	2,902.05	456,901.02	1,306.49
FHMS K063 A2	3.430%	05/24/23	01/01/27	1,066	4.340%	675,000.00	654,565.43	3,922.57	658,488.00	1,929.38
FHLMC Multifamily Structured	3.243%	11/28/23	04/01/27	1,156	5.050%	700,000.00	661,253.91	2,064.34	663,318.25	1,891.75
FHMS K028 A2	2.308%	01/11/24	10/01/27	1,339	3.950%	701,660.26	684,690.81	563.35	685,255.08	1,355.30
FHMS K505 A1	4.612%	07/20/23	02/25/28	1,486	4.610%	639,420.58	639,407.14	1.59	639,408.73	2,457.51
FHMS K506 A1	4.650%	09/14/23	05/01/28	1,552	5.010%	647,899.90	638,210.57	714.40	638,924.97	2,510.61
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,613	4.580%	645,000.00	634,065.23	1,125.73	635,190.96	2,252.13
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,535	1.800%	192,464.25	187,893.23	626.41	188,519.64	160.39
FHR 4096 PA	1.375%	02/21/20	08/01/27	1,278	1.490%	103,802.35	102,958.96	446.41	103,405.37	118.94
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	1,309	1.690%	42,563.85	41,975.29	316.15	42,291.44	53.20
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,552	1.860%	123,461.10	122,419.39	514.22	122,933.61	180.05
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,600	3.740%	12,148.56	12,582.78	(96.41)	12,486.37	40.50
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,792	2.400%	87,400.31	89,066.38	(260.21)	88,806.17	182.08
Federal Home Loan Bank Notes	4.625%	01/31/23	12/13/24	317	4.510%	2,000,000.00	2,003,820.00	(2,050.03)	2,001,769.97	12,333.33
Freddie Mac Notes	5.150%	01/24/23	01/24/25	359	5.150%	635,000.00	635,000.00	0.00	635,000.00	635.88
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	932	3.410%	705,000.00	643,305.45	23,197.48	666,502.93	3,468.21
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	1,064	4.060%	975,000.00	895,118.25	11,069.51	906,187.76	1,385.31
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	1,106	3.370%	675,000.00	604,300.50	22,947.09	627,247.59	2,661.19
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	1,120	3.240%	710,000.00	644,104.90	21,287.35	665,392.25	3,158.32
National Australia NY	4.750%	01/10/24	12/10/25	679	4.840%	260,000.00	259,576.20	12.72	259,588.92	720.42
Cooperat Rabobank UA/NY	4.850%	01/09/24	01/09/26	709	4.870%	485,000.00	484,815.70	5.56	484,821.26	1,437.49
American Honda Finance Corp Notes	4.950%	01/10/24	01/09/26	709	4.960%	500,000.00	499,925.00	2.16	499,927.16	1,443.75
Wells Fargo & Co	2.164%	06/30/23	02/11/26	742	4.530%	340,000.00	320,368.40	4,430.96	324,799.36	3,474.42
Goldman Sachs Group Inc	3.750%	08/14/23	02/25/26	756	5.400%	330,000.00	317,268.60	2,351.05	319,619.65	5,362.50
Roche Holdings Inc Corp Notes	0.991%	04/05/23	03/05/26	764	4.240%	525,000.00	478,658.25	13,141.04	491,799.29	2,110.00
Nestle Holdings Inc Corp Notes	5.250%	03/14/23	03/13/26	772	5.260%	240,000.00	239,920.80	23.43	239,944.23	4,830.00
Commonwealth Bk Austr NY Corp Notes	5.316%	03/13/23	03/13/26	772	5.320%	635,000.00	635,000.00	0.00	635,000.00	12,940.03
Kenvue Inc	5.350%	11/03/23	03/22/26	781	5.480%	325,000.00	324,073.75	90.59	324,164.34	6,230.52
Bank of America	3.500%	11/03/23	04/19/26	809	5.950%	690,000.00	651,843.00	3,824.20	655,667.20	6,842.50
Caterpillar Finl Serv Corp Notes	4.350%	05/15/23	05/15/26	835	4.370%	540,000.00	539,746.20	60.67	539,806.87	4,959.00
Bank of New York Mellon Corp Notes	5.148%	05/24/23	05/22/26	842	5.150%	975,000.00	975,000.00	0.00	975,000.00	9,620.33
General Dynamics	1.150%	11/03/23	06/01/26	852	5.447%	360,000.00	323,096.40	3,529.57	326,625.97	690.00
Bristol Myers Squibb Co	3.200%	08/14/23	06/15/26	866	4.850%	340,000.00	325,284.80	2,428.86	327,713.66	1,390.22
Morgan Stanley	3.125%	11/03/23	07/27/26	908	6.120%	520,000.00	481,260.00	3,497.09	484,757.09	1,803.56
State Street Corp Notes	5.272%	08/03/23	08/03/26	915	5.270%	200,000.00	200,000.00	0.00	200,000.00	5,213.42
Mercedes Benz Fin NA	5.200%	11/09/23	08/03/26	915	5.480%	325,000.00	322,689.25	194.49	322,883.74	8,356.11
State Street Corp Notes	5.272%	11/03/23	08/03/26	915	5.880%	490,000.00	482,503.00	672.04	483,175.04	12,772.89
Bank of America	5.526%	08/18/23	08/18/26	930	5.530%	320,000.00	320,000.00	0.00	320,000.00	8,006.56
Home Depot Inc	4.950%	12/04/23	08/18/26	930	5.030%	140,000.00	139,693.40	16.47	139,709.87	1,097.25
Cooperat Rabobank UA/NY	5.500%	11/03/23	10/05/26	978	5.760%	490,000.00	486,579.80	266.58	486,846.38	8,683.89
Paccar Financial Corp	5.200%	11/09/23	11/09/26	1,013	5.230%	160,000.00	159,876.80	8.81	159,885.61	1,895.11
Pepsico Inc	5.125%	11/10/23	11/10/26	1,014	5.130%	130,000.00	129,964.90	2.48	129,967.38	1,499.06
Roche Holdings Inc	5.265%	11/13/23	11/13/26	1,017	5.270%	245,000.00	245,000.00	0.00	245,000.00	2,794.84
Roche Holdings Inc	5.265%	11/21/23	11/13/26	1,017	5.150%	245,000.00	245,788.90	(50.31)	245,738.59	2,794.84
National Rural Coop	5.600%	11/13/23	11/13/26	1,017	5.400%	260,000.00	261,456.00	(102.05)	261,353.95	3,599.56
Illinois Tool Works Inc	2.650%	11/15/23	11/15/26	1,019	5.210%	525,000.00	488,103.00	2,625.88	490,728.88	2,937.08
Toyota Motor Credit	5.400%	11/20/23	11/20/26	1,024	5.430%	485,000.00	484,563.50	27.04	484,590.54	5,165.25
JP Morgan	5.110%	12/08/23	12/08/26	1,042	5.110%	650,000.00	650,000.00	0.00	650,000.00	4,889.99
Wells Fargo & Co	5.254%	12/11/23	12/11/26	1,045	5.180%	330,000.00	330,656.70	(9.82)	330,626.88	2,408.08
John Deere Capital	4.500%	01/08/24	01/08/27	1,073	4.540%	250,000.00	249,722.50	5.71	249,728.21	718.75
Mercedes Benz Fin NA	4.800%	01/11/24	01/11/27	1,076	4.840%	170,000.00	169,826.60	3.11	169,829.71	453.33
Aust & NZ Banking Group NY	4.750%	01/18/24	01/18/27	1,083	4.750%	500,000.00	500,000.00	0.00	500,000.00	857.64
National Rural Coop	4.800%	02/05/24	02/05/27	1,101	4.810%	230,000.00	229,931.00	0.00	229,931.00	-
National Australia BK/ NY	2.500%	11/03/23	07/12/26	893	5.590%	525,000.00	484,895.25	3,413.13	488,308.38	692.71
Wells Fargo Bank NA	5.450%	08/09/23	08/07/26	919	5.450%	330,000.00	329,973.60	4.25	329,977.85	8,592.83
Citibank NA	5.488%	12/04/23	12/04/26	1,038	5.490%	250,000.00	250,000.00	0.00	250,000.00	2,172.33
Citibank NA	5.488%	12/04/23	12/04/26	1,038	5.390%	375,000.00	376,035.00	(53.09)	375,981.91	3,258.50
Weighted Avg Maturity			741		3.685%	\$ 68,877,064.68	\$ 67,194,181.88	\$ 482,998.56	\$ 67,677,180.44	\$ 332,974.48
TOTAL ALL FUNDS					3.749%	\$ 224,575,595.39	\$ 220,012,349.68	\$ 1,226,716.61	\$ 221,239,066.29	\$ 859,753.82
Less: Net Unsettled Trades								(574,827.50)		
90 DAY US TREASURY YIELD				5.42%						
3 month US Treasury Bill Index				5.37%						
0-3 Year US Treasury Index				4.52%						
1-3 Year US Treasury Index				4.32%						
1-5 Year US Treasury Index				4.16%						
1-10 Year US Treasury Index				4.09%						

January 31, 2024



DUPAGE WATER COMMISSION  
ELMHURST, ILLINOIS  
TREASURER'S REPORT  
STATEMENT OF CASH FLOWS  
For the Period from May 1, 2023 to January 31, 2024

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CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 111,823,633
Cash payments to suppliers	(108,645,271)
Cash payments to employees	(2,803,052)
Net cash from operating activities	<u>375,310</u>

CASH FLOWS FROM NONCAPITAL  
FINANCING ACTIVITIES

Cash received from sales taxes	42,404
Cash received/paid from long term loans	374,809
Cash payments for net pension activity	0
Net cash from noncapital financing activities	<u>417,213</u>

CASH FLOWS FROM CAPITAL AND  
RELATED FINANCING ACTIVITIES

Interest paid	0
Principal paid	0
Escrow activity	1,338,664
Construction and purchase of capital assets	(4,211,900)
Net cash from capital and related financing activities	<u>(2,873,236)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	<u>3,358,670</u>
Net cash from investing activities	3,358,670

Net Increase (Decrease) in cash and investments 1,277,957

CASH AND INVESTMENTS, MAY 1, 2023 227,736,057

CASH AND INVESTMENTS, JANUARY 31, 2024 \$ 229,014,014

January 31, 2024  
 TREASURER'S REPORT  
 DPWC MONTHLY CASH/OPERATING REPORT

	1/31/2024		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
<b>TABLE 1</b>			
<b>RESERVE ANALYSIS</b>			
A .Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 75,542,631 180	\$ 76,205,730 182	\$ 663,099
B. Capital Reserve	\$ 60,500,000	\$ 66,757,727	\$ 6,257,727
C. Long Term Water Capital Reserve	\$ 24,625,000	\$ 27,134,241	\$ 2,509,241
D. O+M Account (1)	\$ 11,321,936	\$ 24,828,844	\$ 13,506,907
E. Current Construction Obligation	\$ 689,523	\$ 689,523	\$ -
F. Customer Construction Escrows (2)	\$ 3,571,893	\$ 3,571,893	\$ -
<b>TOTAL SUMMARY CASH + RESERVE ANALYSIS</b>	<b>\$ 176,250,982</b>	<b>\$ 199,187,956</b>	<b>\$ 22,936,974</b>

<b>TABLE 2</b>	
<b>OTHER CASH</b>	
G. General Fund	\$ 29,826,058
<b>TOTAL TABLE 2-OTHER CASH</b>	<b>\$ 29,826,058</b>
<b>TOTAL MONTH END FUNDS CASH BALANCE-Table1+2</b>	<b>\$ 229,014,014</b>

- 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.
- Note 2: Escrow Balances include specific bank accounts and amounts included in the O&M Account until required

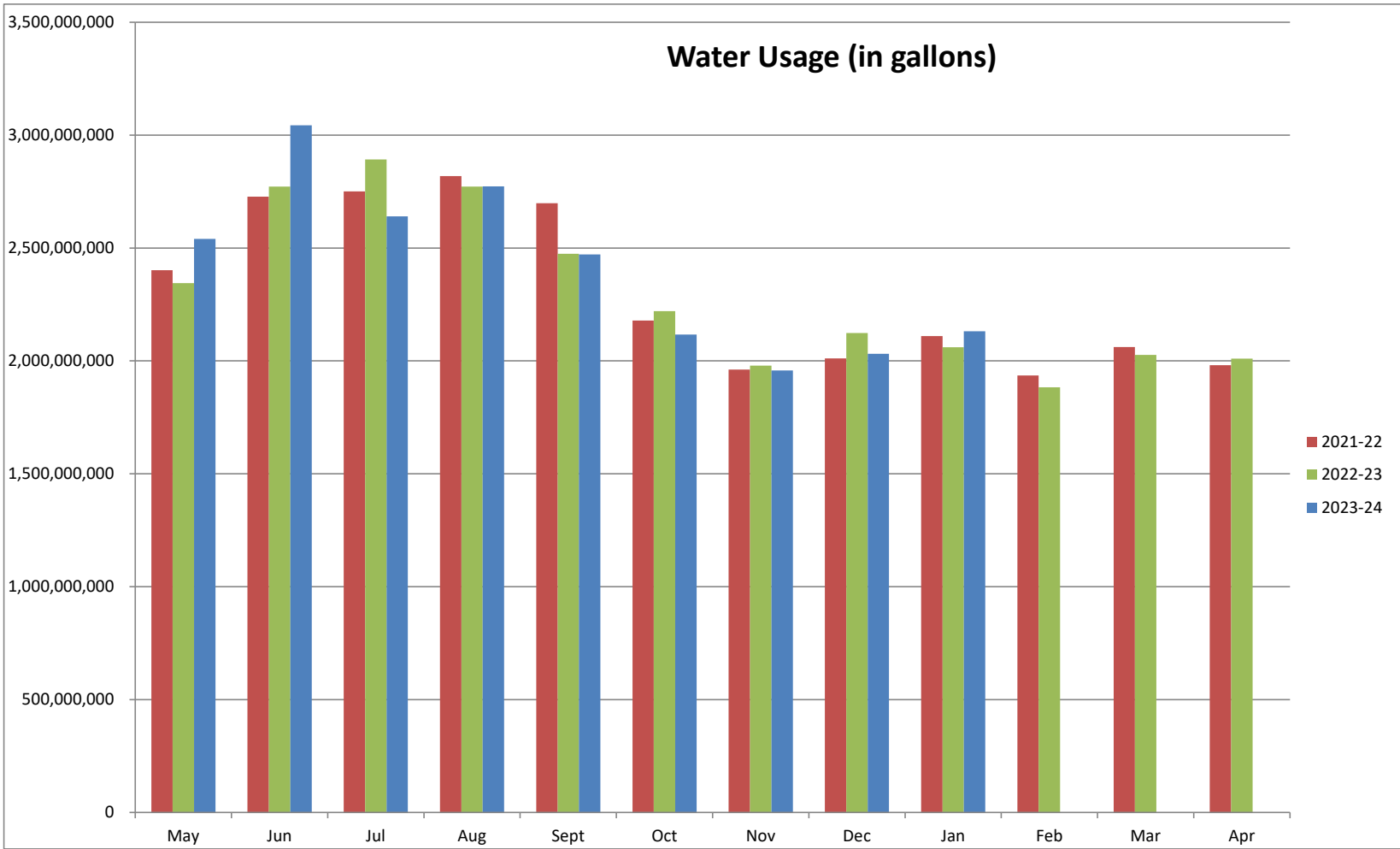


## MEMORANDUM

**To:** Paul May, General Manager  
**From:** Cheryl Peterson, Financial Administrator  
**Date:** 2/6/2024  
**Subject:** Financial Report – January 31, 2024

- Water sales to Commission customers for January 2024 were 43.6 million gallons (2.2%) above January 2023 and increased by 85.6 million gallons compared to December 2023. Year-to-date water sales are up by 108.0 million gallons or 0.5% compared to the prior fiscal year.
- Water sales to Commission customers for January were 130.1 million gallons (6.7%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 1,412.6 million gallons (7.2%) above the budgeted anticipated/forecasted sales.
- For the month of January, water billings to customers for O&M costs were \$11.1 million and water purchases from the City of Chicago were \$9.7 million. Water billing receivables at the January month end (\$14.7 million) were up compared to the prior month (\$13.5 million) primarily due to higher water sales and timing of receivables.
- For the nine months ended January 31, 2024, \$120.9 million of the \$141.2 million revenue budget has been realized. Therefore, 86% of the revenue budget has been accounted for year to date. For the same period, \$116.0 million of the \$148.1 million expenditure budget has been realized, and this accounts for 78% of the expenditure budget.
- Adjusted for seasonality based on a monthly trend, year to date revenues are 110% percent of the current budget and expenses are 101% of the current budget.
- The Operating Reserve, Capital Reserve and Long-Term Water Capital Accounts have reached their respective 2023/2024 fiscal year end minimum targeted levels.
- The O&M and General Account have balances of \$27.1 million and \$29.8 million, respectively.

cc: Chairman and Commissioners



DuPage Water Commission  
 Summary of Specific Account Target and Summary of Net Assets  
 January 31, 2024

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve Assets Balance (1)	Offsetting Liabilities	Year-End Specific Account Target	Status
Operations and Maintenance Account (2)	\$ 28,400,736.27	\$ 14,893,828.82		Positive Net Assets
General Account	\$ 29,832,186.28	\$ -		Positive Net Assets
Operating Reserve	\$ 76,567,541.25		\$ 75,542,631.00	Target Met
Capital Reserve	\$ 67,780,223.92		\$ 61,189,522.53	Target Met
L-T Water Capital Reserve	\$ 27,293,080.02		\$ 24,625,000.00	Target Met
	<u>\$ 229,873,767.74</u>	<u>\$ 14,893,828.82</u>	<u>\$ 161,357,153.53</u>	<u>\$ 53,622,785.39</u>

Total Net Assets - All Commission Accounts

Unrestricted	<u>\$ 233,352,031.57</u>
Invested in Capital Assets, net	<u>\$ 321,081,738.09</u>
Total	<u><u>\$ 554,433,769.66</u></u>

(1) Includes Interest Receivable

(2) Includes Customer Escrow Accounts and Customer Deposit Liability Accounts



	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
<b>Fund: 01 - WATER FUND</b>			
<b>Assets</b>			
<b>Level1: 10 - CURRENT ASSETS</b>			
110 - CASH	8,349,775.13	36,471,734.11	-28,121,958.98
120 - INVESTMENTS	220,664,238.79	189,622,973.94	31,041,264.85
131 - WATER SALES	14,695,985.56	14,142,409.60	553,575.96
132 - INTEREST RECEIVABLE	859,753.82	585,880.85	273,872.97
134 - OTHER RECEIVABLE	-6,039,526.34	-6,144,826.19	105,299.85
135 - LOAN RECEIVABLE - CURRENT	61,983.72	60,618.02	1,365.70
150 - INVENTORY	171,868.00	177,768.00	-5,900.00
155 - PREPAIDS	631,794.81	564,858.09	66,936.72
<b>Total Level1 10 - CURRENT ASSETS:</b>	<b>239,395,873.49</b>	<b>235,481,416.42</b>	<b>3,914,457.07</b>
<b>Level1: 17 - NONCURRENT ASSETS</b>			
170 - FIXED ASSETS	537,747,052.94	535,984,784.97	1,762,267.97
175 - LESS: ACCUMULATED DEPRECIATION	-227,562,932.37	-218,253,764.33	-9,309,168.04
180 - CONSTRUCTION IN PROGRESS	10,897,617.52	4,677,965.86	6,219,651.66
190 - LONG-TERM ASSETS	11,697,240.13	14,646,011.40	-2,948,771.27
<b>Total Level1 17 - NONCURRENT ASSETS:</b>	<b>332,778,978.22</b>	<b>337,054,997.90</b>	<b>-4,276,019.68</b>
<b>Total Assets:</b>	<b>572,174,851.71</b>	<b>572,536,414.32</b>	<b>-361,562.61</b>
<b>Liability</b>			
<b>Level1: 21 - CURRENT LIABILITIES</b>			
210 - ACCOUNTS PAYABLE	10,101,524.96	9,353,070.92	-748,454.04
211 - OTHER CURRENT LIABILITIES	564,262.40	833,737.88	269,475.48
225 - ACCRUED PAYROLL LIABILITIES	235,762.48	182,266.11	-53,496.37
226 - ACCRUED VACATION	420,386.46	333,990.10	-86,396.36
250 - CONTRACT RETENTION	689,522.53	137,585.53	-551,937.00
251 - CUSTOMER DEPOSITS	3,571,892.52	2,233,416.75	-1,338,475.77
270 - DEFERRED REVENUE	1,071,275.70	5,356,100.58	4,284,824.88
<b>Total Level1 21 - CURRENT LIABILITIES:</b>	<b>16,654,627.05</b>	<b>18,430,167.87</b>	<b>1,775,540.82</b>
<b>Level1: 25 - NONCURRENT LIABILITIES</b>			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	1,086,455.00	3,769,823.00	2,683,368.00
<b>Total Level1 25 - NONCURRENT LIABILITIES:</b>	<b>1,086,455.00</b>	<b>3,769,823.00</b>	<b>2,683,368.00</b>
<b>Total Liability:</b>	<b>17,741,082.05</b>	<b>22,199,990.87</b>	<b>4,458,908.82</b>
<b>Equity</b>			
<b>Level1: 30 - EQUITY</b>			
300 - EQUITY	549,497,155.95	546,719,532.78	2,777,623.17
<b>Total Level1 30 - EQUITY:</b>	<b>549,497,155.95</b>	<b>546,719,532.78</b>	<b>2,777,623.17</b>
<b>Total Beginning Equity:</b>	<b>549,497,155.95</b>	<b>546,719,532.78</b>	<b>2,777,623.17</b>
Total Revenue	120,945,469.90	112,744,686.27	8,200,783.63
Total Expense	116,008,856.19	109,127,795.60	-6,881,060.59
<b>Revenues Over/(Under) Expenses</b>	<b>4,936,613.71</b>	<b>3,616,890.67</b>	<b>1,319,723.04</b>
<b>Total Equity and Current Surplus (Deficit):</b>	<b>554,433,769.66</b>	<b>550,336,423.45</b>	<b>4,097,346.21</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b>572,174,851.71</b>	<b>572,536,414.32</b>	<b>-361,562.61</b>



# Monthly & YTD Budget Report

...		January 2023-2024 Budget	January 2023-2024 Activitv	2023-2024 Seasonal YT...	2023-2024 YTD Activitv	Seasonal Percent Used	2023-2024 Total Budget	Total Percent Used
<b>01 - WATER FUND</b>								
<b>Revenue</b>								
<b>510 - WATER SERVICE</b>								
							% of Year Completed: 75%	
01-511100	O&M PAYMENTS- GOVERNMENTAL	-10,144,099.08	-10,829,315.70	-103,748,276.10	-111,358,006.27	107%	-132,602,602.44	84%
01-511200	O&M PAYMENTS- PRIVATE	-249,444.94	-267,365.56	-2,551,185.90	-2,529,812.67	99%	-3,260,718.23	78%
01-513100	SUBSEQUENT CUSTOMER - GO	-189,606.24	-189,606.24	-1,706,456.16	-1,706,456.16	100%	-2,275,274.88	75%
01-513200	SUBSEQUENT CUSTOMER - PRIVAT	-173,572.50	-173,572.50	-1,562,152.50	-1,562,152.50	100%	-2,082,870.00	75%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,175.85	-15,905.89	-18,116.80	-53,120.42	293%	-21,775.00	244%
510 - WATER SERVICE Totals:		-10,757,898.61	-11,475,765.89	-109,586,187.46	-117,209,548.02	107%	-140,243,240.55	84%
<b>520 - TAXES</b>								
							% of Year Completed: 75%	
01-530010	SALES TAXES - WATER REVENUE	0.00	-1,998.23	0.00	-42,403.86	0%	0.00	0%
520 - TAXES Totals:		0.00	-1,998.23	0.00	-42,403.86	0%	0.00	0%
<b>540 - OTHER INCOME</b>								
							% of Year Completed: 75%	
01-581000	INVESTMENT INCOME	-66,640.00	-654,187.18	-599,760.00	-3,533,616.63	589%	-800,000.00	442%
01-582000	INTEREST INCOME	-15,776.02	-46,949.16	-141,984.18	-141,872.69	100%	-189,388.00	75%
01-590000	OTHER INCOME	0.00	-820.28	0.00	-18,028.70	0%	0.00	0%
540 - OTHER INCOME Totals:		-82,416.02	-701,956.62	-741,744.18	-3,693,518.02	498%	-989,388.00	373%
<b>Revenue Totals:</b>		<b>-10,840,314.63</b>	<b>-12,179,720.74</b>	<b>-110,327,931.64</b>	<b>-120,945,469.90</b>	<b>110%</b>	<b>-141,232,628.55</b>	<b>86%</b>

Monthly & YTD Budget Report

For Fiscal: 2023-2024 Period Ending: 1/31/2024

...	...	January 2023-2024 Budget	January 2023-2024 Activity	2023-2024 Seasonal YT...	2023-2024 YTD Activity	Seasonal Percent Used	2023-2024 Total Budget	Total Percent Used
<b>Expense</b>								
<b>610 - PERSONNEL SERVICES</b>								
								% of Year Completed: 75%
01-60-611100	ADMIN SALARIES	237,454.72	214,057.19	1,512,704.00	1,316,218.42	87%	1,990,400.00	66%
01-60-611200	OPERATIONS SALARIES	195,132.50	201,347.72	1,671,420.00	1,501,023.40	90%	2,225,000.00	67%
01-60-611300	SUMMER INTERNS	1,440.00	0.00	36,000.00	8,064.00	22%	36,000.00	22%
01-60-611600	ADMIN OVERTIME	616.67	420.76	5,549.99	1,091.41	20%	7,400.00	15%
01-60-611700	OPERATIONS OVERTIME	28,969.50	32,710.94	257,421.36	231,847.47	90%	333,750.00	69%
01-60-612100	PENSION	23,302.29	9,999.84	209,720.61	62,511.18	30%	279,627.50	22%
01-60-612200	MEDICAL/LIFE BENEFITS	78,464.00	64,723.42	745,408.00	691,644.74	93%	980,800.00	71%
01-60-612300	FEDERAL PAYROLL TAXES	30,811.64	32,848.97	263,567.78	216,366.46	82%	351,330.08	62%
01-60-612800	STATE UNEMPLOYMENT	1,148.33	2,061.82	10,334.97	4,153.89	40%	13,780.00	30%
01-60-613100	TRAVEL	950.00	500.00	8,550.00	6,264.35	73%	11,400.00	55%
01-60-613200	TRAINING	6,437.50	1,246.80	57,937.50	31,004.64	54%	77,250.00	40%
01-60-613301	CONFERENCES	5,775.00	0.00	51,975.00	6,934.62	13%	69,300.00	10%
01-60-613302	TUITION REIMBURSEMENT	1,666.66	3,033.30	14,999.94	5,465.30	36%	20,000.00	27%
01-60-619100	OTHER PERSONNEL COSTS	2,125.00	917.80	19,125.00	14,192.44	74%	25,500.00	56%
610 - PERSONNEL SERVICES Totals:		614,293.81	563,868.56	4,864,714.15	4,096,782.32	84%	6,421,537.58	64%
<b>620 - CONTRACT SERVICES</b>								
								% of Year Completed: 75%
01-60-621000	WATER CONSERVATION/PROMOTIO	916.66	0.00	8,249.94	6,687.98	81%	11,000.00	61%
01-60-623300	TRUST SERVICES & BANK CHARGE	11,500.00	12,455.87	103,500.00	107,961.27	104%	138,000.00	78%
01-60-625100	LEGAL SERVICES- GENERAL	8,333.33	-249.35	74,999.97	48,431.35	65%	100,000.00	48%
01-60-625300	LEGAL SERVICES- SPECIAL	12,500.00	10,672.69	112,500.00	91,303.85	81%	150,000.00	61%
01-60-625800	LEGAL NOTICES	2,708.33	119.60	24,374.97	1,484.80	6%	32,500.00	5%
01-60-626000	AUDIT SERVICES	0.00	0.00	33,000.00	31,400.00	95%	33,000.00	95%
01-60-628000	CONSULTING SERVICES	31,500.00	13,862.20	283,500.00	162,487.28	57%	378,000.00	43%
01-60-629000	CONTRACTUAL SERVICES	75,091.66	69,710.24	675,824.94	410,732.98	61%	901,100.00	46%
620 - CONTRACT SERVICES Totals:		142,549.98	106,571.25	1,315,949.82	860,489.51	65%	1,743,600.00	49%
<b>640 - INSURANCE</b>								
								% of Year Completed: 75%
01-60-641100	GENERAL LIABILITY INSURANCE	13,666.66	8,647.05	122,999.94	78,009.28	63%	164,000.00	48%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.18	18,225.00	15,356.64	84%	24,300.00	63%
01-60-641500	WORKER'S COMPENSATION	12,083.33	10,576.00	108,749.97	92,984.00	86%	145,000.00	64%
01-60-641600	EXCESS LIABILITY COVERAGE	5,833.33	5,739.08	52,499.97	42,296.78	81%	70,000.00	60%
01-60-642100	PROPERTY INSURANCE	37,916.66	37,098.75	341,249.94	320,574.61	94%	455,000.00	70%
01-60-642200	AUTOMOBILE INSURANCE	2,500.00	2,485.17	22,500.00	18,757.49	83%	30,000.00	63%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	0.00	74,999.97	63,050.15	84%	100,000.00	63%
640 - INSURANCE Totals:		82,358.31	66,134.23	741,224.79	631,028.95	85%	988,300.00	64%



...	...	January 2023-2024 Budget	January 2023-2024 Activity	2023-2024 Seasonal YT...	2023-2024 YTD Activity	Seasonal Percent Used	2023-2024 Total Budget	Total Percent Used
<b>650 - OPERATIONAL SUPPORT SRVS</b>								
							% of Year Completed: 75%	
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	84,375.00	18,132.65	21%	112,500.00	16%
01-60-651300	NATURAL GAS	2,748.90	3,731.69	24,740.10	11,093.11	45%	33,000.00	34%
01-60-651401	TELEPHONE	6,388.33	4,057.61	57,494.97	36,868.38	64%	76,660.00	48%
01-60-651403	RADIOS	2,189.12	0.00	19,702.08	18,270.00	93%	26,280.00	70%
01-60-651404	REPAIRS & EQUIPMENT	250.00	0.00	2,250.00	0.00	0%	3,000.00	0%
01-60-652100	OFFICE SUPPLIES	2,351.66	2,414.78	21,164.94	16,724.27	79%	28,220.00	59%
01-60-652200	BOOKS & PUBLICATIONS	670.83	0.00	6,037.47	4,575.87	76%	8,050.00	57%
01-60-653100	PRINTING- GENERAL	1,258.33	0.00	11,324.97	1,122.33	10%	15,100.00	7%
01-60-653200	POSTAGE & DELIVERY	533.33	0.00	4,799.97	2,946.03	61%	6,400.00	46%
01-60-654000	PROFESSIONAL DUES	1,618.75	3,175.00	14,568.75	16,922.35	116%	19,425.00	87%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	634.74	437.44	5,712.66	4,878.08	85%	7,620.00	64%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	24,083.33	10,888.22	216,749.97	130,769.65	60%	289,000.00	45%
01-60-658000	COMPUTER SOFTWARE	3,348.66	0.00	30,137.94	83.40	0%	40,200.00	0%
01-60-659000	COMPUTER SOFTWARE/LICENSING	14,966.66	0.00	134,699.94	74,666.38	55%	179,600.00	42%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,124.55	0.00	10,120.95	10,225.17	101%	13,500.00	76%
650 - OPERATIONAL SUPPORT SRVS Totals:		71,542.19	24,704.74	643,879.71	347,277.67	54%	858,555.00	40%
<b>660 - WATER OPERATION</b>								
							% of Year Completed: 75%	
01-60-661101	WATER BILLING	9,025,245.24	9,674,663.60	92,305,253.25	97,970,311.63	106%	117,977,061.98	83%
01-60-661102	ELECTRICITY	153,000.00	257,810.84	1,564,800.00	1,531,772.34	98%	2,000,000.00	77%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	47,279.46	585,000.00	367,595.33	63%	780,000.00	47%
01-60-661104	MAJOR MAINTENANCE	20,833.33	91,360.68	187,499.97	91,360.68	49%	250,000.00	37%
01-60-661201	PUMP STATION	210,375.00	223,320.37	2,151,600.00	1,969,036.14	92%	2,750,000.00	72%
01-60-661202	METER STATION, ROV, TANK SITE	13,464.00	25,410.24	137,702.40	91,660.79	67%	176,000.00	52%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	43,425.00	27,429.04	63%	57,900.00	47%
01-60-661400	WATER QUALITY TESTING	8,478.66	968.50	76,307.94	15,040.97	20%	101,744.00	15%
01-60-662100	PUMPING SERVICES	44,525.00	19,309.72	400,725.00	126,362.24	32%	534,300.00	24%
01-60-662300	METER TESTING & REPAIRS	3,375.00	0.00	30,375.00	22,314.95	73%	40,500.00	55%
01-60-662400	SCADA	3,991.66	4,206.45	35,924.94	30,299.31	84%	47,900.00	63%
01-60-662500	EQUIPMENT RENTAL	500.00	0.00	4,500.00	0.00	0%	6,000.00	0%
01-60-662600	UNIFORMS	1,833.33	377.91	16,499.97	17,360.41	105%	22,000.00	79%
01-60-662700	SAFETY	14,918.33	10,770.52	134,264.97	65,944.01	49%	179,020.00	37%
01-60-663100	PIPELINE REPAIRS	112,500.00	0.00	1,012,500.00	154,550.25	15%	1,350,000.00	11%
01-60-663200	CORROSION TESTING & MITIGATION	28,750.00	26,122.07	258,750.00	135,705.66	52%	345,000.00	39%
01-60-663300	REMOTE FACILITIES MAINTENANCE	33,216.66	54,413.16	298,949.94	186,645.46	62%	398,600.00	47%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	4,414.90	7,956.48	39,734.10	24,735.40	62%	53,000.00	47%
01-60-663700	PIPELINE SUPPLIES	8,666.66	9,532.31	77,999.94	88,005.33	113%	104,000.00	85%
01-60-664000	MACHINERY & EQUIP- NON CAP	1,762.50	0.00	15,862.50	5,903.18	37%	21,150.00	28%

Monthly & YTD Budget Report

For Fiscal: 2023-2024 Period Ending: 1/31/2024

...	...	January 2023-2024 Budget	January 2023-2024 Activity	2023-2024 Seasonal YT...	2023-2024 YTD Activity	Seasonal Percent Used	2023-2024 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,291.67	-403.06	29,624.99	12,022.25	41%	39,500.00	30%
01-60-664200	FUEL- VEHICLES	3,750.00	3,424.90	33,750.00	21,879.59	65%	45,000.00	49%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	2,475.00	0.00	0%	3,300.00	0%
660 - WATER OPERATION Totals:		9,766,991.94	10,456,524.15	99,443,524.91	102,955,934.96	104%	127,281,975.98	81%

680 - LAND & LAND RIGHTS

% of Year Completed: 75%

01-60-681000	LEASES	83.33	0.00	749.97	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	516.66	25.00	4,649.94	3,399.14	73%	6,200.00	55%
680 - LAND & LAND RIGHTS Totals:		599.99	25.00	5,399.91	3,399.14	63%	7,200.00	47%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 75%

01-60-685100	COMPUTERS	6,875.00	700.22	61,875.00	45,912.01	74%	82,500.00	56%
01-60-685200	OFFICE FURNITURE & EQUIPMT	0.00	0.00	29,000.00	0.00	0%	29,000.00	0%
01-60-685600	MACHINERY & EQUIPMENT	0.00	0.00	176,000.00	56,490.35	32%	176,000.00	32%
01-60-685800	CAPITALIZED EQUIP	0.00	0.00	-205,000.00	-56,490.35	28%	-205,000.00	28%
01-60-686000	VEHICLES	0.00	0.00	196,000.00	171,309.80	87%	196,000.00	87%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	0.00	-196,000.00	-171,309.80	87%	-196,000.00	87%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	400,591.67	3,825,000.00	3,605,325.07	94%	5,100,000.00	71%
01-60-693000	DEPRECIATION- BUILDINGS	283,333.33	247,052.31	2,549,999.97	2,204,299.46	86%	3,400,000.00	65%
01-60-694000	DEPRECIATION-PUMPING EQUIPMEI	153,333.33	123,809.73	1,379,999.97	1,094,560.70	79%	1,840,000.00	59%
01-60-695200	DEPRECIATION- OFFICE FURN &	15,833.33	7,127.17	142,499.97	64,144.27	45%	190,000.00	34%
01-60-696000	DEPRECIATION- VEHICLES	15,166.66	11,514.48	136,499.94	99,702.13	73%	182,000.00	55%
685 - CAPITAL EQUIP / DEPREC Totals:		899,541.65	790,795.58	8,095,874.85	7,113,943.64	88%	10,794,500.00	66%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 75%

01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	0.00	950,000.00	255,645.52	27%	950,000.00	27%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-722300	GENERATION BUILDING REHAB & M	0.00	131,162.46	4,800,000.00	1,051,622.95	22%	4,800,000.00	22%
01-60-722500	BUILDING AUTOMATION SYSTEM	0.00	0.00	0.00	17,271.70	0%	0.00	0%
01-60-751200	CATHODIC PROTECTION	0.00	0.00	750,000.00	97,444.12	13%	750,000.00	13%
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	1,231.02	500,000.00	17,481.56	3%	500,000.00	3%
01-60-771200	CONDITION ASSESSMENT	0.00	0.00	500,000.00	48,470.88	10%	500,000.00	10%
01-60-771700	REPLACEMENT OF SCADA SYSTEM	0.00	40,603.86	6,800,000.00	2,335,552.47	34%	6,800,000.00	34%
01-60-772300	REPLACEMENT OF CHILLERS	0.00	0.00	0.00	9,525.00	0%	0.00	0%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	14,636.38	1,000,000.00	242,444.72	24%	1,000,000.00	24%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-187,633.72	-15,800,000.00	-4,075,458.92	26%	-15,800,000.00	26%
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%

Monthly & YTD Budget Report

For Fiscal: 2023-2024 Period Ending: 1/31/2024

...	...	January 2023-2024 Budget	January 2023-2024 Activity	2023-2024 Seasonal YTD...	2023-2024 YTD Activity	Seasonal Percent Used	2023-2024 Total Budget	Total Percent Used
<b>850 - ESCROW FUNDED CONSTRUCTION</b>								
							% of Year Completed: 75%	
01-80-850001	METERING STATION	0.00	0.00	1,000,000.00	0.00	0%	1,000,000.00	0%
01-80-852001	AQUA ILLINOIS	0.00	0.00	2,000,000.00	0.00	0%	2,000,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	0.00	483,832.29	1,200,000.00	2,891,336.23	241%	1,200,000.00	241%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-483,832.29	-4,200,000.00	-2,891,336.23	69%	-4,200,000.00	69%
<b>850 - ESCROW FUNDED CONSTRUCTION Totals:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0%</b>	<b>0.00</b>	<b>0%</b>
<b>Expense Totals:</b>		<b>11,577,877.87</b>	<b>12,008,623.51</b>	<b>115,110,568.14</b>	<b>116,008,856.19</b>	<b>101%</b>	<b>148,095,668.56</b>	<b>78%</b>
<b>01 - WATER FUND Totals:</b>		<b>737,563.24</b>	<b>-171,097.23</b>	<b>4,782,636.50</b>	<b>-4,936,613.71</b>	<b>-103%</b>	<b>6,863,040.01</b>	<b>-72%</b>



**Resolution #:** R-22-24

**Account:** 01-60-629000

**Approvals:** *Author / Manager / Finance / Admin*

**CAP - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/2/2024

**Description:** To Approve a New Financial Services Contract with Baker Tilly US, LLP

**Agenda Section:** Finance Committee

**Originating Department:** Finance

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Due to the requirements of the Commission for part-time assistance and to address the possibility of additional consulting services in the finance department, the Commission hereby requests approval of a Financial Services Contract with current vendor, Baker Tilly US, LLP.

The new contract will be for a 2-year term not to exceed \$80,000 per year. The Commission then has the option to renew for one additional year with the same terms and conditions.

The Commission has been very satisfied with the services from Baker Tilly. The Commission has been able to control costs and maintain professional coverage with working knowledge of the Commission by continuing to use Baker Tilly on a limited basis. If not renewed with the current vendor, the timeframe it would take another firm to learn the Commission's system would likely result in an increased number of hours needed and possible increased costs, therefore staff recommends retaining continuity with the current vendor.

Baker Tilly has provided experienced support for the Commission as staff continues to work on improving processes within the Finance Department. The Commission would also continue to retain the ability to have immediate access to additional resources should the Finance Department be without an employee for a short or prolonged period of time with this contract.

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**Recommended Motion:**

To enter into a new contract for accounting services with Baker Tilly Virchow Krause for a two year term not to exceed \$80,000 per year.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-22-24**

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A RESOLUTION APPROVING A NEW FINANCIAL SERVICES CONTRACT WITH BAKER TILLY US, LLP

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 retain financial and consulting services through Baker Tilly US, LLP, to provide part-time accounting services; and

WHEREAS, the Commission further desires to obtain under the contract services in connection with accounting and financial services as requested or outlined in the contract;

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.

SECTION TWO: A contract between the DuPage Water Commission and Baker Tilly US, LLP for financial services for a duration of two years, with an optional third year, 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 contract with such modifications as may be required or approved by the General Manager; provided, however, that the contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the contract by Baker Tilly US, LLP.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Resolutions/2024/R-22-24

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EXHIBIT 1

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**CONTRACT BETWEEN  
DuPAGE WATER COMMISSION  
AND  
BAKER TILLY US, LLP  
FOR  
FINANCIAL SERVICES**

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Baker Tilly US, LLP, 1301 West 22nd St., Suite 400, Oak Brook, Illinois 60523, a **LLP (Limited Liability Partnership)** ("Consultant"), make this Contract as of the **15th day of February, 2024**, and hereby agree as follows:

**1. Performance of the Services**

A. Services. Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Services":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, information, data, and other items necessary to accomplish the functions outlined in the "Scope of Services" which is attached hereto and, by this reference, incorporated herein as Attachment A.
2. Permits. Procure and furnish all approvals and authorizations necessary in connection therewith;
3. Insurance. Procure and furnish all insurance certificates specified in this Contract;
4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with professional standards in full compliance with, and as required by or pursuant, to this Contract.

B. Performance Standards. All Services shall be fully provided, performed, and completed in accordance with the Scope of Services.

C. Responsibility for Damage or Loss. Except as otherwise provided in Subsection 4C of this Contract, Consultant shall be responsible for any and all losses, costs, and damages finally determined to have resulted from Consultant's negligent errors, omissions, or acts, or failure to meet warranty.

D. Corrections. Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under this Contract. Consultant shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Services necessary as a result of Consultant's negligent errors, omissions, or acts, or failure to meet warranty.

**2. Compensation**

Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the compensation set forth below.

A. SCHEDULE OF PRICES

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 in providing the Services. Notwithstanding the foregoing, the total compensation under this Contract shall not exceed \$80,000 per year.

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment B, including all professionals whether owners or employees, engaged directly in providing the Services.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Services are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

All payments may be subject to deduction or setoff by reason of any failure of Consultant to properly perform the Services under this Contract. Each pay request shall include Consultant's certification of the value of all Services for which payment is then requested and Consultant's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.



### 3. **Contract Time**

Consultant shall commence the Services **May 1, 2024** provided Consultant shall have furnished to Owner all insurance certificates specified in this Contract (the "Commencement Date"). Consultant shall perform the Services diligently and continuously for a two year term. Owner shall have an option to extend the contract for a third year upon the same terms and conditions set forth herein and may exercise this option by delivering to the Consultant a letter exercising the option signed by the Owner's General Manager or his designated agent.

### 4. **Financial Assurance**

A. **Insurance.** Consultant shall provide and maintain such insurance as will cover and include the entire obligation assumed by Consultant in this Contract, as well as public liability insurance, including contractual liability, contractors liability and protective liability, automobile liability insurance, including non-owned automobile liability, and Workmen's Compensation and employer's liability insurance as will adequately protect Owner, the Services, and other property and persons against all damages, liability claims, losses and expenses (including attorney's fees) which may arise, or be alleged to have arisen, out of or in connection with Consultant's performance of, or failure to perform, the Services or any part thereof and Consultant shall provide certificates evidencing such insurance contemporaneously with Consultant's execution of this Contract.

B. **Indemnification.** Except as otherwise provided in Subsection 4C of this Contract, Consultant shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) finally determined to have resulted from Consultant's negligent errors, omissions, or acts, or failure to meet the representations and warranties set forth in Section 5 of this Contract.

C. **Limitation.** Owner releases Consultant and its current, former, and future partners, principals, employees, and personnel from any and all claims, liabilities, costs, and expenses attributable to any misrepresentation by Owner's management. Consultant shall be liable for any direct losses, costs, and damages finally determined to have resulted from Consultant's negligent errors, omissions, or acts, or failure to meet Consultant's representations and warranties but not for any consequential, indirect, lost profit, punitive, or similar damages.

### 5. **Consultant's Representations and Warranties**

Consultant hereby represents and warrants as follows:

A. **The Services.** Consultant warrants that the Services and all of its components shall conform to the requirements of this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract; and shall be performed in accordance with the professional standards, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. **Compliance with Laws.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1 101 et seq.

C. **Not Barred.** Consultant is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Consultant is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Consultant is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. **Qualified.** Consultant represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

### 6. **Acknowledgements**

Consultant acknowledges and agrees that:

A. **Reliance.** Owner is relying on all warranties, representations, and statements made by Consultant in this Contract.

B. **Confidential Information.** All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

C. **Documents.** Documents, data, or information, in any form, provided to Consultant by Owner, obtained by Consultant for Owner, or embodied in Consultant's finished work-product (the "Final Documents") shall be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services except as otherwise required by law. Consultant

shall maintain files of all documents and all other documents, data, and information that is necessary to understand the documents (the "Preliminary Documents") unless Owner shall consent in writing to the destruction of the Final Documents and the Preliminary Documents (collectively, the "Documents"). At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner.

D. Termination. Either party may, at any time, suspend or terminate this Contract, in whole or in part, by not less than **30 days** prior written notice delivered to the non-terminating party. Should Owner elect to suspend or terminate for convenience, the Owner shall reimburse the Consultant all Services provided prior to the giving of notice of suspension or termination. Additionally, during the 30 day period following the giving of the notice of suspension or termination, the Owner may elect to use Consultant for said 30 day period provided that Owner will utilize Consultant's Services to a degree and in an amount that would equal the monthly average of such Services for the three full calendar months preceding the month in which the Notice is given. Alternatively, should the Owner elect not to use the Consultant to provide Services during said 30 day period, Owner shall in lieu thereof, pay to the Consultant an amount equal to the monthly average of Consultant's expenses actually incurred by Consultant in the provision of the Services to Owner for the three full calendar months preceding the month in which the Notice is given. Consultant's "expenses" shall be deemed to not include any lost profits to Consultant under this Contract. Except as provided above, Consultant shall not be paid for any Services, including any Expenses, provided after the date on which notice of such suspension or termination for convenience was given. Notwithstanding the foregoing, a non-terminating party shall not be paid for any Expenses incurred that could have been reasonably avoided. Any and all services, property, publications, or materials provided during or resulting from this Contract shall be the property of Owner. The foregoing states the terminating party's entire liability and the non-terminating party's exclusive remedy for any termination or suspension of all or any part of this Contract for convenience of the terminating party. If, however, termination is occasioned by the non-terminating party's breach of any condition hereof, including breach of any warranty or representation set forth herein, or by the non-terminating party's delay, except due to circumstances beyond the non-terminating party's reasonable control and without the non-terminating party's fault or negligence, the non-terminating party shall not be entitled to any claim or costs or to any profit and the terminating party shall have against the non-terminating party all remedies provided by this Contract and by law and in equity. Any termination for an alleged breach by the non-terminating party

that is ultimately held unjustified shall be deemed a termination or suspension for the convenience of the terminating party.

E. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

F. Time. Time is of the essence of this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

G. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

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

J. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Consultant except upon the prior written consent of Owner.

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

**BAKER TILLY US, LLP**

**DuPAGE WATER COMMISSION**

By: 

NICK CAVALIERE  
CPA, PARTNER

By: \_\_\_\_\_  
PAUL MAY  
General Manager

ATTACHMENT A

**SCOPE OF SERVICES**

1. Key Project Personnel:

Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified below. Consultant shall provide to Owner, from time to time, telephone numbers at which the Key Project Personnel can be reached on a 24 hour basis. Initially, those telephone numbers are listed below. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel. Prior to terminating the employment of any Key Project Personnel, or reassigning any of the Key Project Personnel to other positions, or upon receiving notification of the resignation of any of the Key Project Personnel, Consultant shall notify Owner as soon as practicable of such proposed termination, reassignment, or resignation. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services. No such reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution.

<b>Name:</b>	<b>Telephone:</b>
Vicki Hellenbrand	Cell: 608 358 2910 / Office: 630 645 6248
Nick Cavaliere	Cell: 630 437 0752 / Office: 630 645 6244
Amanda O'Conner	Cell: 815 354 4061 / Office: 630 645 6210

2. Approval and Use of Subcontractors:

Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.

3. Removal of Personnel and Subcontractors:

If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

4. Security:

A. Description. For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform services of a similar nature to the Services to be provided under the Contract and implements other security measures as it determines are necessary from time to time ("Security Program"). To obtain authorization to work at Owner's facilities or to be engaged to perform the Services, Consultant and its subcontractors must comply with the requirements of Owner's Security Program. Consultant shall remain as fully responsible and liable for the acts and omissions of all subcontractors and their respective agents and employees in connection with Owner's Security Program as it is for its own acts and those of its agents and employees.

- B. Background Investigations. Consultant personnel, including subcontractor personnel that will require access to Owner's facilities or that will be engaged to perform the Services shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:
- a. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
  - b. Education History
  - c. Military Service
  - d. Character and Reputation References
  - e. Verification of Identity
  - f. Fingerprints

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform the Services, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.

- C. Search. Consultant personnel and vehicles, including subcontractor personnel and vehicles, allowed on Owner's property shall be subject to search when entering and leaving the property. By entering the property, Consultant personnel, including subcontractor personnel, authorize Owner to perform or have performed such searches of their persons or vehicles.
- D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.
- E. No Liability. Neither Owner, nor any official or employee of Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of Owner's security precautions and programs or any liability arising therefrom.

3. Services:

- A. Consultant Duties. In the performance of the Services, Consultant shall cooperate and work closely with representatives of Owner and such other persons as the Owner may from time to time designate. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under the Contract. Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing. Consultant is responsible for providing, performing, and completing the Services requested by the Owner to outsource certain the functions of Owner's finance department for a one-year period, with an optional one-year extension. Services may include providing, performing, and completing the following duties on a monthly basis under the direction of Owner except as otherwise noted below:
- Provide support for Bi-Weekly Payroll
  - Provide support for Accounts Payable processing
  - Provide support for other accounting functions as directed by Owner
  - Special projects as assigned by Owner

- B. Owner Responsibilities. The Services are non-attest services and Owner shall be responsible for reviewing and understanding the nature of the Services. Consultant shall not perform any management functions or make management decisions on Owner's behalf with respect to the Services. In connection with Consultant's performance of the Services, Owner shall:
- Provide complete and accurate information needed for Consultant to complete the Services subject to Consultant's duty to supervise the activities of Owner's Accountant(s) and other financial personnel
  - Continue to make all management decisions and perform all management functions subject to Consultant's duty to supervise the activities of Owner's Accountant(s) and other financial personnel and to recommend policies, procedures, and actions to protect, control, and improve Owner's financial operations
  - Approve Consultant's final work-product when it is submitted to Owner in compliance with, and as required by or pursuant to, the Contract
  - Designate an employee with suitable skill, knowledge and/or experience, preferably within senior management, to oversee the Services performed by Consultant
  - Evaluate the adequacy and results of the Services provided by Consultant
  - Accept responsibility for the results of all Services done in compliance with, and as required by or pursuant to, the Contract
  - Establish and maintain internal controls recommended by Consultant, including monitoring ongoing activities related to the financial services function
- C. Additional Services. In the event Consultant is requested or authorized by Owner, or required by government regulation, subpoena, or other legal process to produce Consultant's working papers or personnel as witnesses with respect to the Services performed for Owner, Owner shall, so long as neither Consultant nor its current, former, or future partners, principals, employees, or personnel are a party to the proceeding in which the information is sought, reimburse Consultant for its professional time and expenses incurred in responding to such a request.

ATTACHMENT B

**DIRECT LABOR COSTS  
(Billing Rates)**

**Hourly Rates – May 1, 2024 – April 30, 2025 (First Year of Contract)**

<b>Hourly Billing Rates</b>	
<b>Staff</b>	<b>Rate</b>
Senior – Amanda O'Conner	\$120

**Hourly Rates – May 1, 2025 – April 30, 2026 (Second Year of Contract)**

<b>Hourly Billing Rates</b>	
<b>Staff</b>	<b>Rate</b>
Senior – Amanda O'Conner	\$122

**Hourly Rates – May 1, 2026 – April 30, 2027 (Optional Third Year)**

<b>Hourly Billing Rates</b>	
<b>Staff</b>	<b>Rate</b>
Senior – Amanda O'Conner	\$125



**Ordinance #:** O-01-24

**Account:** N/A

**Approvals:** *Author / Manager / Finance / Admin*

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/6/2024

**Description:** Recommendation to approve Ordinance O-01-24; Amended and Restated DuPage Water Commission By-laws

**Agenda Section:** Administration Committee

**Originating Department:** Administration

Concurrently with the approval of the new Water Purchase and Sale Contract, staff recommend updating the Commission By-laws to retain continuity with the new contract and current Commission practices.

DWC staff and legal counsel have reviewed the current bylaws including any previous amendments and have made updates which are illustrated in the attached red-line and clean documents. While the Bylaws remain very similar to the previous document, some changes have been proposed for the purposes of clarity, to better document current Commission practices/procedures, and to maintain continuity with the new Water Purchase and Sale contract.

In accordance with Article XII, Section 2 of the current By-Laws, an amended document is hereby submitted with a recommendation for approval. The document presented herewith is identical to the document presented to the Administration Committee on 1/18/22, with the exception of minor typographical, clarification, and grammatical changes.

### **Recommended Motion:**

Approve the Amended and Restated DuPage Water Commission By-laws.

DUPAGE WATER COMMISSION

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**ORDINANCE NO. O-1-24**

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AN ORDINANCE APPROVING AMENDMENTS TO THE DUPAGE WATER COMMISSION BYLAWS

WHEREAS, the DuPage Water Commission (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 previously adopted Bylaws for the management and operation of the Commission, which Bylaws have been amended from time to time;

WHEREAS, the Commission has determined that the Bylaws should be amended;

WHEREAS, the Commission conducted a first reading of the amended Bylaws on January 18, 2024; and

WHEREAS, the Commission deems it to be in the best interests of the Commission to approve the amended and restated Bylaws.

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 Amended and Restated Bylaws of the DuPage Water Commission attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and hereby are approved and ratified.



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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Ordinances/20240-01-24

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EXHIBIT 1

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# DuPage Water Commission

## By-Laws

AMENDED AND  
RESTATED BY-LAWS OF  
THE DuPAGE WATER COMMISSION

ARTICLE I

GENERAL PROVISIONS

Section 1: General Purpose. The general purpose of the Commission is to provide a sufficient and economic source and supply of water to the DuPage County area by various means, including the development and operation of a water supply system to acquire and distribute water from Lake Michigan to its ~~Charter-Contract~~ Customers and other customers having an allocation pursuant to the Level of Lake Michigan Act, as amended from time to time, and orders of the State of Illinois Department of Natural Resources, Office of Water Resources, ~~the successor to the responsibilities of the State of Illinois Department of Transportation, Division of Water Resources~~. The general purpose of these By-Laws is to establish the rules of proceeding of the Commission.

Section 2: Corporate Authority. The Board of Commissioners shall be the corporate authority of the Commission and shall have the power to pass and enforce all necessary ordinances, resolutions, rules, regulations and administrative orders for the conduct of business and management of property of the Commission.

ARTICLE II

COMMISSION AND COMMISSIONERS

Section 1: Composition. The corporate authority of the Commission shall consist of a Board of Commissioners, ~~who shall~~ ~~to~~ be appointed in compliance with Water Commission Act of 1985, 70 ILCS 3720/0.001 et seq. (hereinafter referred to as the "Act"), ~~as follows:~~

~~One Commissioner, who shall serve as Chairman, shall be appointed by the Chairman of the DuPage County Board with the advice and consent of the DuPage County Board and with the advice and consent of the Board of Commissioners.~~

~~One Commissioner from each county board district of DuPage County shall be appointed by the Chairman of the DuPage County Board with the advice and consent of the DuPage County Board.~~

~~One Commissioner from each county board district of DuPage County shall be appointed by the majority vote of the mayors of the municipalities within said district which constitute "included" units as defined in the Act, which have the majority of their residents within said district, and which have not switched their status from being an included unit to an excluded unit as provided in the Act.~~

Section 2: Duties. The Commissioners shall perform those duties prescribed by the ~~Water Commission Act of 1985, 70 ILCS 3720/0.001 et seq. (hereinafter referred to as the "Act")~~, and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq. (hereinafter referred to as the "Water Commission Statute") and such other duties as may from time to time be provided for by law or by the Commission.

Section 3: Length of Term. ~~Except for the terms of the Commissioners initially appointed and qualified under the Act after its amendment by Public Act 96-1389,~~ Commissioners shall serve for a term of six years, unless a different term is required under the Act, or until their successors have been appointed and have qualified in the same manner as the original appointment was made. ~~The terms of the Commissioners initially appointed and qualified under the Act after its amendment by Public Act 96-1389 shall be set and staggered in accordance with the Act without the possibility of holding over.~~ A Commissioner shall be eligible for reappointment upon the expiration of a term. A

Commissioner may be a member of the governing board or an officer or employee of DuPage County or any unit of local government within DuPage County.

Section 4: Vacancy. A vacancy in the office of a Commissioner shall be filled for the balance of the unexpired term by appointment and qualification as to residency in the same manner as the original appointment was made.

Section 5: Removal. Any Commissioner may be removed by the appointing authority for any cause for which any other county or municipal officer may be removed. Removal shall be effected in the same manner as the initial appointment of the Commissioner in question.

Section 6: Bond. Each Commissioner shall furnish such bonds as may be required by law for the faithful performance of that Commissioner's official duties. The cost of such bonds shall be paid by the Commission.

Section 7: Compensation. Each Commissioner who is not a member of the governing board or an officer or employee of a unit of local government within DuPage County shall receive the maximum amount provided for in the Act as compensation for his or her services as a Commissioner. In addition, each Commissioner may be reimbursed for actual expenses incurred in connection with Commission business.

### ARTICLE III

#### OFFICERS OF THE COMMISSION

Section 1: Generally. The Officers of the Commission shall be the Chairman, the Vice-Chairman, the Chairman Pro-Tem, the Treasurer, the Clerk, the General Manager and the Financial Administrator.

Section 2: Chairman.

- a. Appointment. The Chairman shall be appointed by the Chairman of the DuPage County Board with the advice and consent of the DuPage County Board and with the advice ~~and consent~~ of the Board of Commissioners.
- b. Powers and Duties. The Chairman shall:
- (i) perform those duties prescribed by law or by the Commission, and all duties incident to the office of Chairman of the Commission;
  - (ii) preside at all meetings of the Commission;
  - (iii) appoint the Treasurer with the advice and consent of the DuPage County Board and with the advice and consent of the other Commissioners by a majority affirmative vote ~~as set forth in Section 5.a. of this Article, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act;~~
  - (iv) appoint the Clerk pursuant to the recommendation of the General Manager and with the advice and consent of the other Commissioners;

- (v) appoint all committees, committee chairman and task force members with the advice and consent of the other Commissioners;
- (vi) sign all ordinances, resolutions and other documents duly authorized to be signed on behalf of the Commission and required to be signed by the Chairman of the Commission;
- (vii) assign duties to officers, committees and task forces of the Commission with the advice and consent of the other Commissioners; and
- (viii) Have the power to vote in the same manner as the other Commissioners.

The Chairman's vote and presence shall be, and be counted as, that of a Commissioner for all purposes under these By-Laws.

Section 3: Vice-Chairman. The Vice-Chairman shall be one of the Commissioners appointed by the DuPage County mayors as provided in the Act, and shall be appointed to such office by a majority vote of all of the Commissioners appointed by the DuPage County mayors as provided in the Act. The Vice-Chairman shall serve until the end of his or her term ~~the second fiscal year after appointment~~ or until a successor is appointed. The Vice-Chairman shall be eligible for reappointment upon the expiration of a term. The Vice-Chairman shall be assigned such duties as the Chairman deems appropriate. In the event of the Chairman's absence or inability to act, the Vice-Chairman shall, during such absence or inability to act, or until such time as a new Chairman is appointed by the Chairman of the DuPage County Board with the advice and consent of the DuPage County Board and the



Board of Commissioners, perform all duties and exercise all powers within the normal purview of the Chairman, including execution of ordinances, resolutions and other documents.

Section 4: Chairman Pro-Tem. In the event of the temporary absence or inability of both the Chairman and the Vice-Chairman to perform the duties of Chairman at a Commission meeting, the Commissioners shall elect from their number in attendance a Chairman Pro-Tem to serve as Chairman of said meeting and to perform the duties and exercise the powers of Chairman at the meeting, including execution of ordinances, resolutions and other documents approved or authorized by the Commission at said meeting.

Section 5: Treasurer.

- a. Appointment. The Treasurer shall be appointed by the Chairman with the advice and consent of the DuPage County Board and with the advice and consent of the other Commissioners by a majority affirmative vote, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act. The Treasurer shall be appointed solely on the basis of demonstrated financial background and experience to monitor and report on Commission financial matters and budgeting with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. The Treasurer need not be a Commissioner. The Treasurer shall serve

at the pleasure of the Commission, and may be removed without cause by the Chairman with the advice and consent of the other Commissioners. The Treasurer, if not a Commissioner, shall be given notice of all meetings of the Commission and shall have the right to take part in the discussion of matters before the Commission.

b. Duties. The Treasurer shall:

- (i) perform or cause to be performed those duties prescribed by law or by the Commission;
- (ii) have principal responsibility for the oversight of and advise the Finance Committee and the Board of Commissioners regarding:
  - (a) the receipt, deposit and disbursement of monies;
  - (b) the Commission's investment practices, paying particular attention to safety of principal and compliance with existing bond ordinances;
  - (c) the Commission's accounting and control systems and whether or not they are consistent with generally accepted accounting principles;
  - (d) relationships with the financial community; and
  - (e) overall treasury and cash management objectives of the Commission;
- (iii) review financial procedures and practices employed by the Financial Administrator and the General Manager, including the deposit of funds, the making of

disbursements, the maintenance of a check register, the reconciliation of bank statements, the segregation of financial duties, the restriction of access to the established accounting and general ledger systems and the overseeing of the annual audit, and advise the Finance Committee and the Board of Commissioners on the efficiency of such procedures and practices;

- (iv) require the Financial Administrator and the General Manager to document and comply with standard accounting policies, procedures and controls to ensure accurate reporting to the Finance Committee and the Board of Commissioners and to identify improper or unnecessary expenditures, budgetary errors or accounting irregularities;
- (v) review and approve the Financial Administrator's review and approval of manual journal entries and supporting documentation;
- (vi) review and approve monthly bank reconciliations and general account reconciliations;
- (vii) report to the Finance Committee and the Board of Commissioners any improper or unnecessary expenditures, budgetary errors or accounting irregularities;

- (viii) require the Financial Administrator and the General Manager to provide to the Finance Committee and the Board of Commissioners monthly reports regarding the Commission's cash and investment position, including whether the Commission has sufficient cash and investments to pay its debt service, operating expenses, and capital expenditures and to maintain required reserve levels, the required funding levels for restricted funds, the unrestricted cash and investment balances with comparisons to unrestricted reserves, and the type and performance of the Commission's investments and whether those investments are in compliance with the Commission's investment policies;
- (ix) require the Financial Administrator and the General Manager to provide to the Finance Committee and the Board of Commissioners detailed information concerning the Commission's operating performance, including the budgeted and actual monthly amounts for water sales, water costs and other operating expenses;
- (x) require the Financial Administrator and the General Manager to closely monitor and provide to the Finance Committee and the Board of Commissioners detailed information concerning the progress of construction and

other capital projects, including whether the percentage of completion and costs incurred are timely;

- (xi) require the Financial Administrator and the General Manager to provide monthly to the Finance Committee monthly bank reconciliations and general account reconciliations and to provide full and timely reports documenting any GAAP analysis or communications with GASB;
- (xii) require such other reports or information from the Financial Administrator or General Manager as may be necessary to perform the duties hereinabove set forth; and
- (xiii) furnish such bonds as may be required by law or the Commission for the faithful performance of the Treasurer's official duties. The cost of such bonds shall be paid by the Commission.

Section 6: Clerk.

- a. Appointment. The General Manager shall recommend to the Board of Commissioners persons, who need not be Commissioners, for appointment to the office of Clerk. The Clerk shall be appointed by the Chairman with the advice and consent of the other Commissioners. The Clerk shall serve at the pleasure of the Commission, and may be removed without cause by the Chairman with the advice and consent of the other Commissioners.

- b. Duties. The Clerk shall:
- (i) perform or cause to be performed those duties prescribed by law or by the Commission;
  - (ii) attest the validity of each ordinance, resolution, contract or other document adopted, entered into or maintained as a record by the Commission;
  - (iii) have principal responsibility for the oversight of and advise the Board of Commissioners regarding:
    - (a) compliance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*); and
    - (b) Compliance with the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*);
  - (iv) review the recordkeeping procedures employed by the General Manager to assure that the vote of each Commissioner on each ordinance, resolution, motion or other proposition brought to a vote is duly recorded and that a permanent record of the minutes of each Commission meeting is recorded, approved and maintained;
  - (v) require such reports or other information from the Administrative Staff as may be necessary to perform the duties hereinabove set forth; and
  - (vi) furnish such bonds as may be required by law or the Commission for the faithful performance of the Clerk's

official duties. The cost of such bonds shall be paid by the Commission.

Section 7: General Manager.

- a. Appointment: The General Manager shall be appointed by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act, and with the advice and consent of the DuPage County Board. The General Manager shall be appointed for an indefinite term and solely on the basis of demonstrated executive and administrative qualifications with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. No Commissioner shall receive an appointment as General Manager during their term of appointment as Commissioner or within one year after the expiration of such term. The General Manager shall serve at the pleasure of the Commission, and may be removed without cause by the Chairman with the advice and consent of the other Commissioners. The General Manager may demand a written statement of the reasons for any such removal, which shall be furnished within twenty days after the filing of such request. The action of the Chairman in removing the General Manager shall be final.

b. Duties. The General Manager shall be the chief administrative officer of the Commission and shall be responsible for the efficient administration and management of Commission affairs. The duties of the General Manager shall include, but are not necessarily limited to, the following:

- (i) administrative responsibility for the organization, acquisition, construction, operation and maintenance of the water supply system of the Commission;
- (ii) enforcing the ordinances of the Commission;
- (iii) supervising all ~~employees~~Administrative Staff and consultants of the Commission;
- (iv) hiring ~~and discharging all personnel to fill positions or vacancies on the Commission's Administrative Staff, including professional staff as employees of the Commission (other than those positions appointed by the Chairman and/or the Commissioners~~Legal Counsel), and ~~discharging or retiring such employees~~ in accordance with administrative rules and procedures established by the Commission;
- (v) preparing an agenda for each Commission meeting in advance for general distribution;
- (vi) attending all Commission meetings unless excused therefrom;



- (vii) attending any Commission committee meeting at which his or her attendance has been requested;
- (viii) attending relevant meetings of the Commission's ~~Charter~~Contract Customers when so requested;
- (ix) recommending policies, plans and procedures for the organization, construction, acquisition, operation and maintenance of the water supply system of the Commission;
- (x) purchasing materials and services and approving change orders according to administrative rules and procedures established in Article VIII hereof;
- (xi) overseeing the preparation of all checks and requiring and overseeing the maintenance of a check register;
- (xii) requiring and overseeing the preparation of a monthly statement of receipts and disbursements;
- (xiii) requiring and overseeing the reconciliation of bank statements on a monthly basis;
- (xiv) overseeing the preparation of an annual audit;
- (xv) preparing an annual budget;
- (xvi) requiring and overseeing the maintenance of a central file of all correspondence and other documents and materials pertaining to the affairs of the Commission;
- (xvii) preparing and presenting to the Commission for consideration and approval such administrative rules,

procedures and orders as may be deemed necessary and appropriate;

(xviii) representing the Commission before conferences, professional associations or relevant public hearings ~~when requested by the Commission to do so;~~

(xix) executing all contracts and other agreements and documents duly authorized to be signed on behalf of the Commission, except such contracts and other agreements and documents as may be required to be signed by the Chairman or some other officer of the Commission; and

(xx) assigning such duties as may properly be delegated to the Financial Administrator or other Administrative Staff.

Section 8: Financial Administrator.

a. Appointment. The Financial Administrator shall be appointed by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act, and with the advice and consent of the DuPage County Board. The Financial Administrator shall be appointed for an indefinite term and solely on the basis of demonstrated financial background and experience to monitor and report on Commission financial matters and budgeting with special weight given

to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. The Financial Administrator shall be hired by and report to the General Manager. The Financial Administrator shall serve at the pleasure of the Commission, and may be removed without cause by the General Manager. The action of the General Manager in removing the Financial Administrator shall be final.

b. Duties. The Financial Administrator shall be the Finance Director referred to in the Act and the chief administrative financial officer of the Commission. The Financial Administrator shall be responsible for the efficient administration of the Commission's financial activities including, without limitation, financial reporting, investments, budgeting, insurance, purchasing, and human resources. The Financial Administrator shall:

- (i) perform or cause to be performed those duties prescribed by law or by the Commission including, without limitation, those duties prescribed by the Act to be performed by the Finance Director;
- (ii) perform or cause to be performed those duties assigned by the General Manager;
- (iii) establish and then comply with the established financial procedures and practices, including the deposit of funds, the making of disbursements, the maintenance of a check register, the reconciliation of bank statements, the

segregation of financial duties, the restriction of access to the established accounting and general ledger systems and the management of the annual audit;

- (iv) document and comply with standard accounting policies, procedures and controls to ensure accurate reporting to the Finance Committee and the Board of Commissioners and to identify improper or unnecessary expenditures, budgetary errors or accounting irregularities;
- (v) review and approve manual journal entries and supporting documentation;
- (vi) review and approve monthly bank reconciliations and general account reconciliations;
- (vii) report to the General Manager, the Treasurer, the Finance Committee and the Board of Commissioners any improper or unnecessary expenditures, budgetary errors or accounting irregularities;
- (viii) provide to the Finance Committee and the Board of Commissioners monthly reports regarding the Commission's cash and investment position, including whether the Commission has sufficient cash and investments to pay its debt service, operating expenses and capital expenditures and to maintain required reserve levels, the required funding levels for restricted funds, the unrestricted cash and investment balances with

comparisons to unrestricted reserves, and the type and performance of the Commission's investments and whether those investments are in compliance with the Commission's investment policies;

- (ix) provide to the Finance Committee and the Board of Commissioners detailed information concerning the Commission's operating performance, including the budgeted and actual monthly amounts for water sales, water costs and other operating expenses;
- (x) closely monitor and provide to the Finance Committee and the Board of Commissioners detailed information concerning the progress of construction and other capital projects, including whether the percentage of completion and costs incurred are timely;
- (xi) provide monthly to the Treasurer and the Finance Committee monthly bank reconciliations and general account reconciliations and provide full and timely reports documenting any GAAP analysis or communications with GASB;
- (xii) restrict access to established accounting systems and general ledger systems and segregate the financial duties performed by Administrative Staff so that no single person has sole access and control over the accounting system or the general ledger system;

- (xiii) monitor and facilitate the acquisition of fidelity bonds, liability and property insurance and group health coverage;
- (xiv) report, and monitor processing of, liability claims;
- (xv) verify that requisitions, purchase orders and payment requests are in line with budget and contract approvals; and
- (xvi) administer Commission personnel programs and practices particularly as they relate to labor relations, employee benefits, retirement plan administration and pension and insurance benefits.

Section 9: Vacancy. In the event of a vacancy in office, for whatever reason, such vacancy shall be filled according to the same procedure used for the initial election or appointment.

#### ARTICLE IV

##### ADMINISTRATIVE STAFF OF THE COMMISSION

Section 1: Administrative Staff. The Administrative Staff shall consist of the General Manager, the Financial Administrator and such other supervisory, professional, administrative and operating personnel as may from time to time be employed or retained by the Commission. The Administrative Staff shall be under the direction of the General Manager.

Section 2: Absence or Inability; Incapacity. In the event of the General Manager's temporary absence or inability to act, he or she may designate such Commission officers or employees as shall be authorized to act on his or her behalf. In the event that the Chairman

determines that the General Manager is incapable of performing his or her duties, the Chairman may, with the advice and consent of the other Commissioners, appoint a qualified person on a temporary basis to perform the duties of the General Manager during such incapacity.

## ARTICLE V

### LEGAL COUNSEL

Section 1: Appointment or Engagement. Legal counsel shall be appointed or engaged by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act. Legal counsel shall be appointed or engaged for an indefinite term and solely on the basis of his or her professional qualifications with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position or assignment. Legal counsel shall serve at the pleasure of the Commission, and may be removed without cause by the Chairman or by the General Manager with the advice and consent of the ~~other~~ Commissioners ~~or by the General Manager~~.

Section 2: Duties. Legal Counsel, ~~if an outside legal firm is appointed to perform such duties, or the Staff Attorney, if an employee of the Commission is on staff to perform such duties,~~ shall be the chief legal advisor to the Board of Commissioners and the General Manager. The duties of the chief legal advisor shall include, but are not necessarily limited to, the following:

- a. performing those duties prescribed by law or by the Commission;

- b. providing advice to the Board of Commissioners and the Administrative Staff in connection with administration of water supply and water purchase and sale contracts, construction of the water supply system, property and right-of-way acquisition, insurance, litigation and other legal matters;
- c. preparing and drafting ordinances, resolutions, ~~construction~~ contracts and other legal documents, and rendering legal opinions when requested by the Chairman, the Board of Commissioners or the General Manager on all matters concerning the interests of the Commission;
- d. attending all Commission meetings, and any committee or other meeting when required;
- e. making reports from time to time and otherwise performing such other duties or special services which the Board of Commissioners or General Manager may require; and
- f. directing litigation and representing the Commission in all legal matters or, if requested or approved by the Commission, recommending the retention of Special Counsel to represent the Commission or assist the Legal Counsel ~~or Staff Attorney~~ in certain matters. The Legal Counsel ~~or Staff Attorney~~ shall oversee and remain responsible for matters handled by Special Counsel.



## ARTICLE VI

### MEETINGS

Section 1: Regular Meetings. Regular meeting dates of the Commission shall be established in accordance with the provisions of the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* Commissioners may participate, in whole or in part, in regular meetings of the Board of Commissioners by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the following terms and conditions:

- a. All Commissioners participating in a meeting by audio or video conference shall be able to hear concurrently the substance of the meeting, and those Commissioners physically present at the designated meeting site, as well as the media and public in attendance at the designated meeting site, shall be able to hear concurrently the Commissioners participating by audio or video conference.
- b. A quorum of the Board of Commissioners shall be physically present at the designated meeting site and not more than one Commissioner shall participate in a meeting by audio or video conference from the same remote location.
- c. The Chairman or the Vice-Chairman shall be physically present at the designated meeting site or, if neither the Chairman nor the Vice-Chairman is participating in the meeting, then the Chairman Pro-Tem shall be physically present at the designated meeting site. If the Chairman is participating in the meeting by audio or video conference, then the Chairman shall vacate the chair and the Vice-Chairman shall perform the duties of the Chairman at the meeting.

- d. Any Commissioner participating in a meeting by audio or video conference shall be unable to physically attend the meeting because of (i) personal illness or disability; (ii) a family or other emergency; or (iii) employment purposes or Commission business.
- e. Any Commissioner participating in a meeting by audio or video conference shall have notified the ~~recording secretary or~~ Clerk of his or her intention to participate by audio or video conference in advance of the meeting unless advance notice is impractical.
- f. Any Commissioner participating in a meeting by audio or video conference shall announce his or her name, and shall be recognized by the presiding officer, before speaking.
- g. Any voice vote that includes Commissioners participating by audio or video conference and in which a “no” or “nay” vote is cast shall be ineffective, and the official vote on the passage of the action under consideration shall be taken by a roll call vote.

Section 2: Order of Business at Regular Meeting. The Order of Business at all Regular Meetings shall be as follows:

- a. Roll Call
- b. Public Comments
- c. Approval of Minutes
- d. Treasurer’s Report
- e. Committee Reports and Action Items
- f. ~~Chairman’s Report~~Accounts Payable
- g. ~~Old Business~~Chairman’s Report

- h. ~~New~~Old Business
- i. ~~Accounts Payable~~New Business
- j. Executive Session
- k. Adjournment

The Chairman may for good cause suspend or revise said order at any particular Commission meeting. Business conducted at any regular meeting may, with the consent of a majority of the Commissioners present, include the discussion of items not specified in the agenda except as otherwise prohibited by applicable law provided, however, that no final action may be taken on any item not on the agenda. ~~Public comments shall be limited to a period of 30 minutes and to three minutes per person. Persons shall be recognized in order of sign in on the Public Comment Sign In Sheet at the meeting or, if none, in the order determined by the Chairman or other presiding officer.~~ An additional matter may be added to the agenda of any regular meeting upon the written request of four or more Commissioners which, in each case, shall consist of not less than two Commissioners appointed by the Chairman of the DuPage County Board and at least two Commissioners appointed by the groups of mayors as provided by the Act. The written request shall be delivered to the General Manager not less than 7 business days prior to the regularly scheduled meeting at which the requesting Commissioners wish to have the specified matter added to the agenda. ~~(amended on November 15, 2012 by Ordinance No. O-12-12)~~

Section 3: Special Meetings. Special meetings may be called by the Chairman or the General Manager upon his or her own initiative and shall be called at the request of any four Commissioners. Notice of any special meeting shall be given in accordance with the provisions of the Illinois Open Meetings Act. Commissioners may participate, in whole or in part, in special meetings of the Board of Commissioners by audio or video conference, and

shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 above for regular meetings.

Section 4: Order of Business at Special Meetings. The Order of Business at all special meetings shall be as follows:

- a. Roll Call
- b. Items for Consideration Set Forth in Notice of Special Meeting
- c. Adjournment

Section 5: Emergency Meetings. Emergency meetings may be called by the Chairman upon his or her own initiative or at the request of any Commissioner or the General Manager in the event of a bona fide emergency. Notice of an emergency meeting shall be given in accordance with the provisions of the Illinois Open Meetings Act. Business at an emergency meeting may be conducted without reference to a prepared agenda. Commissioners may participate, in whole or in part, in emergency meetings of the Board of Commissioners by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 above for regular meetings.

Section 6: Quorum. A quorum shall consist of a majority of the Commissioners in office.

Section 7: Vote Requirements.

- a. Generally. Subject to the requirements set forth in Subsection 7.(b) below and any other provision of these By-Laws that states a more specific vote requirement, the concurrence of a majority of the appointed Commissioners shall be necessary for the passage of any ordinance or the incurring of any debt or financial obligation or the

approval of any payment. All other action of the Commission shall require the concurrence of a majority of those Commissioners present, provided there is a quorum. Every Commissioner who shall be present when a question is stated from the Chair shall vote thereon unless excused by the Chair or unless he or she is directly interested in the question. Votes of “abstain,” “pass,” or “present,” or a refusal to vote when present, shall be counted as concurring in the vote of the majority of those who did vote on the question. If there is vote of the majority, the votes of “abstain,” “pass,” or “present,” or a refusal to vote when present, shall not be considered.

- b. Specific Vote Required. A majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the groups of mayors as provided for in the Act, shall be necessary for the adoption of any motion, resolution or ordinance regarding the following items:
- (i) approval of individual contracts, or a series of contracts related to a single Project (as that term is defined in the Water Purchase and Sale Contract between the Commission and its ~~CharterContract~~ Customers), in an amount in excess of \$100,000.00;
  - (ii) setting of rates for the sale of Lake Michigan water to the Commission’s ~~CharterContract~~ Customers;

- (iii) borrowing of funds;
- (iv) exercise of eminent domain powers;
- (v) employment of ~~managerial and professional personnel,~~  
General Manager, Financial Administrator, and Legal Counsel or third-party managerial or professional either as employees or consultants who are not employees of the Commission;
- (vi) amendment of the Chicago Water Supply Contract; ~~and~~  
~~(vii)~~ amendment of this Ordinance made these By-laws in accordance with Section 2 of Article XII herein; and  
~~(vii)(viii)~~ the approval and addition of new customers to whom the Commission will supply water after approval of the Customer Contract ("Subsequent Customers").

c. Omnibus Vote. At any meeting, the Commissioners may by unanimous consent take a single vote by yeas and nays on the several questions of passage of any two or more designated ordinances, orders, resolutions or motions placed together for voting purposes in a single group, which single vote shall be entered separately in the minutes under the designation "omnibus vote," and in such event the clerk may enter the words "omnibus vote" in the minutes in each case in lieu of entering the names of the members of the Board of Commissioners voting "yea" and those voting "nay" on the passage of each of the designated ordinances, orders, resolutions and motions included in such omnibus group. The taking of such single or omnibus

vote and such entries of the words “omnibus vote” in the minutes shall be considered of like effect as if the vote in each case had been taken separately on the question of the passage of each ordinance, order, resolution and motion included in such omnibus group, and separately recorded in the minutes.

Section 8: Rules of Order. The rules of parliamentary procedure contained in Robert’s Rules of Order, as revised from time to time, shall govern all Commission meetings to the extent that they are applicable and not inconsistent with these By-Laws or other special rules, if any, of the Commission.

Section 9: Public Comment. Public comments shall be limited to a period of 30 minutes and to three minutes per person. Persons shall be recognized in order of sign in on the Public Comment Sign In Sheet at the meeting or, if none, in the order determined by the Chairman or other presiding officer.

Section 10: Closed Session Minutes and Verbatim Record. The “Closed Session Minutes and Verbatim Record Policy” attached to these By-Laws as Exhibit A govern the creation, maintenance, storage, release and destruction of closed meeting minutes and verbatim records of all public bodies of the Commission that are subject to the Illinois Open Meetings Act.

## ARTICLE VII

### COMMITTEES AND TASK FORCES

Section 1: Purpose of Committees. The Board of Commissioners has determined that the committee structure may in many situations be the most efficient and productive way for the Commissioners to carry out their responsibilities. The primary responsibilities of all committees shall be suggesting policy, reviewing and investigating Commission matters,

and making recommendations to the Board of Commissioners. The committee structure is established so that more thought and time may be given to Commission matters by delegating review and investigative functions to a portion of its members. Committees, therefore, are not legislative bodies but reviewing and investigative bodies; committee actions shall constitute only suggestions or recommendations to the Board of Commissioners rather than instructions to either the Board of Commissioners or Administrative Staff.

Section 2: Committees. The Commission has established an Administration Committee which is responsible for reviewing and investigating, and suggesting policy and making recommendations concerning, organizational matters, purchase of service agreements and internal affairs of the Commission, including personnel and legal affairs; an Engineering and Construction Committee which is responsible for reviewing and investigating, and suggesting policy and making recommendations concerning, the design, construction, operation and improvement of Commission facilities; and a Finance Committee which is responsible for supervising the Administrative Staff's handling of, reviewing and investigating, and suggesting policy and making recommendations concerning, the Commission's financial affairs and budgeting. The Commission may establish other standing or special committees as it may deem necessary, the duties of which shall be those specified at the time such other standing or special committee is established. The Chairman shall appoint all committees and committee chairmen with the advice and consent of the other Commissioners. Committee members may participate, in whole or in part, in regular, special and emergency committee meetings by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 of Article VI



above for regular meetings, or Section 3 of Article VI above for special meetings, or Section 5 of Article VI above for emergency meetings of the Board of Commissioners, as the case may be. The Commission may consolidate, abolish or change the duties of any one or more of its committees so long as at all times required by the Act there exists a Finance Committee performing those duties prescribed by law, including conducting monthly meetings to supervise the handling of financial matters and budgeting by Administrative Staff.

Section 3: Chairman as Committee Member. The Chairman shall be an ex-officio member of all committees and shall be entitled to vote on committee matters. [The Chairman shall not be counted as a committee member for purposes of determining a quorum unless the Chairman is present at the committee meeting.](#)

Section 4: Purpose of Task Forces. A task force structure may in some situations be the most efficient and productive way for the Commission to carry out its responsibilities. The task force structure is especially suited to the review and investigation of matters falling outside the expertise of the Commissioners individually and collectively, and requiring more intensive study than the Commissioners can devote to them along with other matters.

Section 5: Task Forces. The Commission may establish such task forces as it may deem necessary. The Chairman shall appoint all task force members with the advice and consent of the other Commissioners. Task force membership may include, but need not be limited to, Commissioners. Task force members may participate, in whole or in part, in regular, special and emergency task force meetings by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 of Article VI above for regular meetings, or Section 3 of Article VI above for special meetings, or Section 5 of Article VI above for emergency meetings of the Board of Commissioners, as the case may be.

## ARTICLE VIII

### PURCHASING PROCEDURES

Section 1: Coverage. These procedures shall cover all contracts for supplies, material or work being purchased by the Commission except as herein set forth.

Section 2: Definitions. For the purpose of these procedures, “supplies, material or work” shall mean and include, except as hereinafter limited, all work, labor or services; other contracts for services; supplies, equipment or other materials; and the rental, repair or maintenance of equipment, machinery and other personal property. The term “work” shall not include ~~personal services or~~ services rendered in a professional capacity such as accounting, engineering or legal services.

Section 3: Minor Purchases. The General Manager shall have the authority to purchase on behalf of the Commission supplies, material or work requiring an expenditure of the sum provided for in 65 ILCS 5/8-9-1 or less pursuant to such procedures as he or she deems calculated to insure the best interests of the Commission, without a specific solicitation of quotations or advertisement for bids; ~~provided, however, that this Section 3 shall not apply to contracts for construction of the Commission’s water supply system, which shall be governed by Section 5 below.~~

Section 4: Purchases Requiring Quotations. All purchases of supplies, material or work included in the Annual Management Budget and requiring expenditure in excess of the sum provided for in 65 ILCS 5/8-9-1 shall be made only after the solicitation of at least two written quotations. All such quotations shall be submitted sealed to the Commission and shall be opened in public at a date and time set by the General Manager. A tabulation of all quotations received shall be presented to the Board of Commissioners. In cases where only one quotation is received, there is only a single source for the supplies, materials or work or

the purchase was not included in the Annual Management Budget, the expenditure may only be authorized by the Board of Commissioners. ~~This Section 4 shall not apply to contracts for construction of the Commission's water supply system, which shall be governed by Section 5 below.~~ The General Manager shall keep a record of all such purchases and the quotations submitted pursuant to the solicitation therefor.

Section 5: Other Water Supply System Contracts. All contracts, ~~except those provided for in Section 3 and Section 4 of this Article VIII for the construction of the Commission's water supply system~~ shall be entered into only after advertising for bids in the manner required by the Water Commission Statute.

Section 6: Bid Deposits. When deemed necessary by the General Manager or Board of Commissioners, bid deposits shall be required.

Section 7: Specifications. The following shall apply to specifications.

- a. Specifications shall be available to all bidders;
- b. Specifications shall be general in nature and not so specific as to limit a bidder to a specific brand; and
- c. The Commission shall reserve the right to make clarifications, corrections or changes in specifications at any time prior to the time bids are opened so long as all bidders or prospective bidders are informed of said clarifications, corrections or changes in the specifications.

Section 8: Bid Opening Procedure.

- a. Sealed. Bids shall be submitted sealed to the Commission and shall be identified as bids on the envelopes. The date and time the bid was received shall be recorded on the envelope of the bid.

- b. Opening. Bids shall be opened in public at the time and place stated in the public notices.
- c. Tabulation. A tabulation of all bids received shall be ~~posted~~ available for public inspection.

Section 9: Acceptance or Rejection of Bids. Except when expressly and specifically limited by the terms of a particular bid solicitation, the Commission shall have the authority to accept the bid which, in its judgment, is the best bid and most favorable to the interests of the Commission and the public; to reject the low bid; to award to other than the lowest bidder; to accept any item of any bid; to reject any and all bids; to accept and incorporate corrections or clarifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to bidders; and to waive irregularities and informalities in any bid submitted or in the bidding process.

Section 10: Bidders in Default to Commission. The Commission shall not accept the bid of a contractor who is or has been in default on a contract with the Commission or in the payment of monies due to the Commission.

Section 11: Award of Contract.

- a. Authority in Board of Commissioners. The Board of Commissioners shall have the authority to award all contracts for the construction of the Commission's water supply system.
- b. Awards. Contracts shall be awarded to the bidder whose proposal is found to be in the best interests of the Commission. In determining the bidder who is to receive the award, the Commission shall consider the following factors in addition to price:

- (i) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- (ii) Whether the bidder has the requisite facilities, plant, organization and staffing to enable the bidder to perform the contract or provide the service successfully and promptly, within the time specified, without delay or interference;
- (iii) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (iv) The quality of the bidder's performance of previous contracts or services;
- (v) The previous and existing compliance by the bidder with the laws and ordinances relating to the contract or services;
- (vi) The sufficiency of the financial resources and ability of the bidder to perform the contract or to provide the services;
- (vii) The quality, availability, adaptability and capabilities of the supplies, material or work to the particular use required;
- (viii) The ability of the bidder to provide future maintenance and service for the subject of the contract, if applicable;
- (ix) Any other factor that the Commission may legally consider in determining the proposal that is in the best interests of the Commission;

(x) If the contract is for “public works” as that term is defined in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), the following factors shall also be considered:

a. The ability of the bidder to provide future maintenance and service for the subject of the contract, if applicable;

b. The bidder and its subcontractors must comply with all provisions of the Illinois Prevailing Wage Act, (820 ILCS 130/0.01 et seq.), including wages, medical and hospitalization insurance and retirement for those trades covered under the Act; and

~~-c.~~ The bidder and all bidder’s subcontractors must participate in active apprenticeship and training programs approved and registered with the United State Department of Labor’s Office of Apprenticeship for each of the trades of work contemplated under the contract.

c. Subsequent Awards. Contracts awarded to a bidder who fails to comply with all conditions precedent to formal execution of the contract agreement may be annulled. Upon annulment of an award, the Commission may award the contract to any other bidder whose proposal is found to be in the best interests of the Commission in

accordance with Subsection 11(b) above, or the Commission may advertise anew for bids.

Section 12: Single Bids. The Board of Commissioners desires competitive bids; however, where there is only one bid, that fact alone shall not prevent the Commission from accepting that bid.

Section 13: Performance and Payment Bonds. The Commission may require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the Commission. The Commission shall require a payment bond in such amount as it shall find reasonably necessary to secure payment for material used and labor performed in connection with a public work.

Section 14: Change Orders. All contract change orders shall be considered and approved or disapproved by the Commission during the regular course of its conduct of business except in the following circumstances.

- a. By General Manager. The General Manager shall have the authority to approve any contract change order:
  - (i) based entirely upon approved unit prices; or
  - (ii) In an amount not in excess of \$100,000 when in the judgment of the General Manager and the Commission's consulting engineer such change order requires immediate approval to avoid significant impacts to the project schedule or the incurring of unnecessary and excessive costs by the Commission.

A full written description and explanation of any change order so approved by the General Manager shall be distributed to the Board of Commissioners as soon as possible following its approval.

- b. By Commission at Special or Emergency Meeting. When in the judgment of the General Manager a change order in an amount in excess of \$100,000 requires a more immediate approval than the Commission's regular meeting schedule would permit in order to avoid the incurring of significant impacts to the project schedule or unnecessary and excessive costs by the Commission, or when, in any other case, in the judgment of the General Manager a change order requires the immediate attention of the Commission, the General Manager may call a special or emergency meeting of the Commission for the consideration of such change order.

Section 15: Prohibition Against Subdivision. No contract or change order shall be subdivided to avoid the requirements of these By-Laws. This prohibition shall not prevent the repetitive purchase of supplies, material or work which is purchased over a period of time as needed.

Section 16: Emergencies. In case of an apparent emergency which requires immediate purchase of supplies, material or work to protect persons or property, the General Manager shall be authorized to secure any supplies, material or work necessary to address such emergency by whatever means deemed necessary without regard to the procedures otherwise required under these By-Laws. A full written description and explanation of any such emergency purchase shall be distributed to the Board of Commissioners as soon as possible following the emergency.



Section 17: Bid Item Must Be Budgeted. Contracts or purchase orders cannot be executed and are invalid and void unless the amounts due there under have been budgeted by the Board of Commissioners.

Section 18: Cooperative Purchasing Arrangements. Nothing in this Article VIII shall be interpreted to prohibit the Commission from participating with other public bodies, associations or agencies, or with other units of government, in any cooperative purchasing arrangements subject to bidding or other processes that assure the protection of the best interests of the Commission. Supplies, materials or work purchased through such arrangement shall be exempted from the requirements of this Article.

## ARTICLE IX

### DISBURSEMENTS

Section 1: No Disbursement Without Authority. No funds, monies or other things of value in the hands of the Commission shall be paid out, disbursed or delivered except upon warrant, draft or order approved and signed as herein provided.

Section 2: Authorization. All disbursements in excess of \$20,000.00 shall be approved in advance by the Board of Commissioners except in the following circumstances:  
(i) the General Manager is authorized to pay all payroll disbursements and disbursements for payroll-related taxes, contributions and payments, and (ii) in the case of an emergency or in cases where the Commission is unable to meet or establish a quorum, the General Manager is hereby authorized, with the concurrence of the Chairman, to make all disbursements which have previously been budgeted and/or expenditures for which the Commission has previously contracted. All disbursements made under subsection (ii) shall be placed on the agenda for the next regular meeting of the Commission for purposes of ratification.  
~~that, in the case of emergencies or in cases where the Commission is unable to~~

~~meet or establish a quorum, the General Manager is hereby authorized, with the concurrence of the Commission's Chairman, to make all disbursements which have been previously budgeted and/or expenditures for which the Commission has previously contracted. All disbursements made under this authorization shall be placed on the agenda for the next regular meeting of the Commission for the purpose of ratification. The General Manager is authorized to incur and pay contingency expenditures up to and including \$20,000.00 without the prior approval of the Board of Commissioners. (amended October 17, 2013 by Ordinance No. O-6-13)~~

Section 3: Required Signatures. All checks shall be manually or electronically signed by any two of the following: the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager, or the Financial Administrator ~~or the Staff Attorney.~~

Section 4: Designation of Fund and Payee. For each check issued by the Commission, a record shall be kept which specifies the particular fund or appropriation to which it is chargeable and the person or other entity to whom it is payable.

Section 5: Credit Card Policy. It is the policy of the Commission to permit use of corporate credit cards by employees designated by the General Manager and approved by the Board of Commissioners for charging legitimate company expenses. Eligible employees are those who are or will be regularly incurring legitimate business expenses in which this procurement process is more efficient and expeditious. The Commission shall, from time to time, by Resolution adopt specific policies regulating the use of Commission credit cards (the "Credit Card Policy"). Employees made eligible to have and use Commission credit cards, as herein provided, shall first read the Commission's Credit Card Policy and then acknowledge that they have read and understand the Policy and will be bound by, and will adhere to, same. Said acknowledgement shall be evidenced by the eligible employee's

signature on the addendum attached to the Commission's Credit Card Policy. The eligible employee shall deliver the executed addendum to the Credit Card Administrator who shall be that person designated by the Commissioners in the Resolution adopting the Credit Card Policy.

## ARTICLE X

### BUDGET AND AUDIT

Section 1: Fiscal Year. The fiscal year of the Commission shall begin May 1 and shall end April 30 of the following year.

Section 2: Tentative Management Budget. In accordance with the Commission's obligations under any Bond Ordinances and/or the Water Purchase and Sale Contract ~~dated as of June 11, 1986~~ between the Commission and Charter Contract Customers (the "Customer Contract") ~~and the budget covenant contained in Ordinance No. O-1-87 entitled an Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Authorizing the Issuance and Sale of Water Revenue Bonds and Providing The Terms of and Security for Repayment (the "Revenue Bond Ordinance")~~, the General Manager and Administrative Staff shall prepare and submit to the Board of Commissioners and the Commission's Charter Contract Customers a tentative Management Budget not less than 60 days prior to the beginning of the fiscal year. The tentative Management Budget shall contain in reasonable detail an estimate of (i) revenues of the Waterworks System and any other funds to be deposited in the accounts of the Commission Water Fund (as defined in the Revenue Bond Ordinance), (ii) Fixed Costs (as defined in the Customer Contract) to be payable by each Charter Contract Customer in a stated aggregate dollar amount per month for each, and (iii) Operations and Maintenance Costs (as defined in the Customer Contract) in a stated price per 1000 gallons of water. The tentative Management Budget

shall include estimated amounts to be deposited in each month of the fiscal year into the Water Fund and each of the accounts thereof and the requirements, if any, for the amounts estimated to be expended from such accounts. The tentative Management Budget shall also set forth sufficient detail with respect to such revenues, other funds, Operation and Maintenance Costs and other expenditures and such deposits as shall be necessary or appropriate ~~so as~~ to comply with the Water Supply Contract entered into ~~as of the 19<sup>th</sup> day of March 1984~~ by and between the City of Chicago and the DuPage Water Commission, or any future water supply contract authorized by the Board of Commissioners. The Board of Commissioners shall hold at least one hearing on the tentative Management Budget ordinance prior to final action thereon, at which hearing the ~~Charter-Contract~~ Customers may be heard. The Commission shall give its ~~Charter-Contract~~ Customers not less than 21 days' notice of such hearing.

Section 3: Adoption of Management Budget. The Board of Commissioners shall approve and adopt the annual Management Budget on or before April 30 each year.

Section 4: Preliminary Combined Annual Budget and Appropriation Ordinance In Accordance with the Illinois Municipal Budget Law Act. The General Manager and Administrative Staff shall prepare and submit to the Board of Commissioners a preliminary Combined Annual Budget and Appropriation Ordinance before or within the first quarter of each fiscal year. The preliminary Combined Annual Budget and Appropriation Ordinance shall contain a statement of cash on hand at the beginning of the fiscal year, an estimate of cash expected to be received during such fiscal year from all sources, an estimate of expenditures contemplated for such fiscal year, and a statement of estimated cash expected to be on hand at the end of such year. The Board of Commissioners shall hold at least one public hearing on the preliminary Combined Annual Budget and Appropriation Ordinance

prior to final action thereon, in compliance with the Illinois Municipal Budget Law, 50 ILCS 330/1 *et seq.*

Section 5: Adoption of Combined Annual Budget and Appropriation Ordinance Pursuant to the Illinois Municipal Budget Law Act. The Board of Commissioners shall approve and adopt the Combined Annual Budget and Appropriation Ordinance on or before July 31 each year.

Section 6: Audit. The Board of Commissioners shall provide for an annual audit to be made by an independent certified public accountant in accordance with the Illinois Governmental Account Audit Act, 50 ILCS 310/0.01 *et seq.* The Commission's Finance Committee shall from time to time interview and recommend to the Board of Commissioners independent certified public accountants to perform the annual audit.

## ARTICLE XI

### CONDUCT OF THE COMMISSIONERS, OFFICERS AND EMPLOYEES OF THE COMMISSION

Section 1: Purpose. It is the purpose of the Commission to guarantee fair, efficient, and honest governance of the DuPage Water Commission and to ensure the integrity and objectivity of its Chairman, Commissioners, officers and employees. The fundamental principle underlying all policies of the Commission is that all activities of the Commission's officials, officers and employees must meet appropriate ethical and legal standards. While no one policy can comprehensively address all aspects of appropriate business behavior, the Commission believes that these goals may best be secured through adoption and incorporation of the provisions of Ordinance OFI-0013A-12 of the County of DuPage, commonly referred to as the County Ethics Ordinance (the "Ethics Ordinance"). By the adoption of the Ordinance approving these By-Laws, the Commission expressly adopts and incorporates the provisions in the Ethics Ordinance in the form attached hereto and

incorporated herein as Exhibit “B”. The version of the Ethics Ordinance incorporated herein is exactly the same as the ordinance enacted and approved by the County Board of DuPage County, Illinois, on August 27, 2013. In applying the Ethics Ordinance to the Commission, as the context may require, where the Chairman of the County Board is to act, the Chairman of the Water Commission, as the presiding officer of the Water Commission shall act, and where the County Board is to act, the Water Commission’s Board of Commissioners functioning as the corporate authorities of the Water Commission shall act. Provisions of the Ethics Ordinance which set forth the duties of elected officers, appointees, and employees of DuPage County, including any prohibitions applicable to them, shall apply to all officers, appointees and employees of the Water Commission.

Any amendment to County Ordinance No. OFI-0013A-12 which would apply to the conduct of the Commission’s Commissioners, officers and employees and which the Commission could lawfully adopt based upon its own lawful authority and which becomes effective after the effective date of the Commission Ordinance ~~No. O-7-13- amending and restating these Bylaws~~ shall be incorporated into these By-Laws by this reference as of the effective date of the County’s amendatory ordinance and Exhibit “B” attached hereto shall be deemed to be amended to conform with the content of the County’s ordinance amending Ordinance No. OFI-0013A-12 without further action of the Commission. ~~(amended on December 13, 2013 by Ordinance No. O-7-13)~~

Section 2: Conflict of Interest. In conformance with The Water Commission Act of 1985 (70 ILCS 3720/2), no Commissioner or employee of the Commission shall be interested directly or indirectly in any contract or job of work or materials, or the profits thereof, or services or services to be performed for or by the Commission. In addition to any other sanction which may be provided within these By-laws or any penalty otherwise

provided by law, said statute provides that a violation of the restriction set forth herein is a Class C misdemeanor. A conviction is cause for removal of a Commissioner from his/her office or a person from his/her employment.

## ARTICLE XII

### MISCELLANEOUS

Section 1: Conflict. In the event of any conflict between these By-laws and any other ordinance, resolution, rule, regulation or order of the Commission, these By-laws shall control.

Section 2: Amendment. In adopting these By-laws, the Board of Commissioners ~~of the DuPage Water Commission~~ recognizes that the organizational guidelines and rules herein set forth may require revision and adjustment as experience will dictate. Amendments may be proposed by any Commissioner. Any proposal to amend these By-laws shall be submitted in writing to each Commissioner for consideration at a regular Commission meeting. No such proposal shall be passed at the same meeting at which it is initially considered. Any amendment to these By-laws shall be effected by ordinance, which ordinance may take effect immediately upon its passage and approval as set forth in Section 7.b(vii) of Article VI, unless the terms of such ordinance provide otherwise.

Section 3: Suspension of the Rules. The Commission may, by a two-thirds majority vote of the Commissioners present, determine to suspend any of the Rules contained in Article VI through XII hereof; provided, however, that no such suspension shall be construed to suspend the Commission's obligations under applicable state statutes or the "Water Purchase and Sale Contract Between the DuPage Water Commission and Charter-Contract Customers" ~~dated approved on January 18, 2024~~ June 11, 1986.

## EXHIBIT A

### **DuPAGE WATER COMMISSION**

#### **CLOSED SESSION MINUTES AND VERBATIM RECORDS POLICY**

- I. BACKGROUND AND PURPOSE. The Open Meetings Act requires all public bodies to keep minutes of their meetings, whether opened or closed. With the adoption of amendments to Section 2.06 of that Act, 5 ILCS 120/2.06, public bodies also must maintain a verbatim record of all closed meetings in the form of an audio or video recording. This Policy sets forth specific procedures to ensure that the Board of Commissioners of the DuPage Water Commission—and all committees of the Board of Commissioners and other bodies of the Commission that are subject to the Open Meetings Act (“Subsidiary Bodies”)—comply with the requirements for closed sessions.
  
- II. CLOSED MEETING MINUTES. Minutes of a closed meeting shall comply with the same requirements applicable to minutes for an open meeting. They shall include, at a minimum, the date, time and place of the meeting; the members of the public body that are present and those that are absent; a summary of discussion on all matters proposed, deliberated or decided; and a record of any votes taken. The Open Meetings Act exemption or exemptions applicable to the closed session should be identified in the minutes of the closed session. Minutes of closed meetings shall not be released for public inspection to the extent that there is a need to preserve confidentiality of matters stated in those minutes.
  
- III. CLOSED MEETING VERBATIM RECORDS. A verbatim record of each closed meeting is required and shall be subject to the following requirements:
  - A. Recordings. Verbatim records shall be made by audio or video recording. Each recording shall be labeled with the name of the meeting body and the date, time and place of the meeting. A statement identifying each participant and the purposes for the closed meeting should be made at the beginning of the closed meeting.
  
  - B. Confidentiality. All verbatim records of closed meetings are hereby declared to be confidential and not subject to release except pursuant to this Policy or as required by law.
  
  - C. Duties of Clerk or Designee. The Clerk, or his or her designee, shall be responsible for creating the verbatim record. After a closed meeting, the verbatim record shall be delivered immediately to the Clerk for storage in a secure location within the DuPage Pumping Station. The Clerk shall be responsible for maintaining, storing and restricting access to all verbatim records.
  
  - D. Access to Verbatim Records. No individual, nor the Board of Commissioners, nor any Subsidiary Body shall have access to any verbatim record of any closed session unless approved by one of the following specific methods:



1. Individual Access. Unless otherwise required by law, no individual, including any member of the Board of Commissioners or any Subsidiary Body, shall have access to any verbatim record unless specifically approved by an affirmative majority vote of Board of Commissioners taken at an open meeting. An individual who is granted the right to access a verbatim record shall do so only at DuPage Pumping Station and in the presence of the Clerk or his or her designee. No verbatim record shall be copied or taken out of the DuPage Pumping Station except as specifically allowed in this Policy or as otherwise required by law.
  2. Subsidiary Body Review. A Subsidiary Body may access a verbatim record of one of its closed meetings only by an affirmative majority vote, taken at an open meeting, of all members of that Subsidiary Body then holding office. A Subsidiary Body shall review a verbatim record only at a duly noticed closed meeting of that Subsidiary Body.
  3. Board of Commissioners Review. The Board of Commissioners may access a verbatim record of one of its closed meetings or of a closed meeting of any Subsidiary Body only by an affirmative majority vote of the Board of Commissioners taken at an open meeting. The Board of Commissioners shall review a verbatim record only at a duly noticed closed meeting of the Board.
  4. Clerk. The Clerk shall have access at all times to all verbatim records for purpose of ensuring their proper care and protection. The Clerk may review a verbatim record, however, only if authorized to do so by an affirmative majority vote of the Board of Commissioners taken at an open meeting.
  5. Court. If the Commission is directed by a court order issued in accordance with Section 2.06 of the Open Meetings Act, 5 ILCS 120/2.06, to deliver a verbatim record, then the Clerk or his or her designee shall deliver the relevant verbatim record to the court, after that record has been reviewed by the Commission's General Counsel or ~~staff attorney~~.
- E. Verbatim Record Not Official Record. A verbatim record shall not be part of the official public record of any meeting. Rather, the approved minutes are to be deemed the official record of the meeting.
- F. Notification of Destruction of Verbatim Record. On a regular basis, the Clerk shall provide a written notice listing all verbatim records that are scheduled for destruction (the "Notice of Destruction"). The Notice shall be in a form substantially the same as the form attached as Exhibit 1 to this Policy. The Notice shall be given to (1) the members of the Board of Commissioners, (2) the members of the Subsidiary Body (if the verbatim record was created at a closed meeting of that Subsidiary Body), (3) the

General Manager, and (4) the Commission's General Counsel ~~or staff attorney~~. The Notice shall include a copy of the approved minutes for each verbatim record scheduled for destruction.

G. Objection to Destruction.

1. Deadline for Objection. A written objection to the destruction of a verbatim record shall be filed with the Clerk within seven days after the date of a Notice of Destruction, or at least three days before the destruction date set forth in that Notice, whichever is later.
2. Who May Object: The Chairman or any Commissioner may object to the destruction of any verbatim record of a closed session of the Board of Commissioners or of any Subsidiary Body. A member of a Subsidiary Body may object to destruction of a verbatim record only of a closed session of that Subsidiary Body.

H. Destruction of Verbatim Record if No Objection. Unless a timely written objection to the destruction of a verbatim record is filed with the Clerk in accordance with Section III.G of this Policy, the Clerk shall erase or otherwise destroy each verbatim record listed in the Notice of Destruction on the date set forth in the Notice. No verbatim record shall be erased or otherwise destroyed unless the Clerk certifies that (1) the verbatim record was created at a closed meeting that was concluded at least 18 months prior to the date of destruction and (2) there exists approved minutes of that closed meeting.

I. Procedure When Objection. The following procedure shall apply when a timely objection to destruction is received by the Clerk:

1. Notice of Objection. The Clerk shall promptly send notice of the objection to all parties who received the Notice of Destruction.
2. Deliberation on Objection. At a closed session of the Board of Commissioners or Subsidiary Body scheduled promptly after receipt of an objection, the Board of Commissioners or Subsidiary Body shall determine whether destruction of the verbatim record should be delayed. That decision shall require the vote set forth in the next Section III.I.3 of this Policy. If the required vote to delay destruction is not obtained, then the verbatim record shall be destroyed immediately by the Clerk in accordance with Section III.H of this Policy; provided, however, that no verbatim record of a Subsidiary Body shall be destroyed if either the Subsidiary Body or the Board of Commissioners votes to delay its destruction.
3. Required Vote to Delay Destruction. The destruction of a verbatim record shall be delayed only if: (i) the Board of Commissioners, by an affirmative majority vote, or (ii) the Subsidiary Body, by an

affirmative vote of three-fourths of the members of the Subsidiary Body then holding office, authorizes delay of that destruction.

- J. Procedure When Destruction Delayed. If the destruction of a verbatim record has been delayed pursuant to Section III.I of this Policy, then the Board of Commissioners and/or the Subsidiary Body, if any, that voted to delay destruction shall review the verbatim record in closed session. After that review, the reviewing body shall determine either: (1) that the verbatim record should be destroyed, or (2) that the verbatim record may be released pursuant to Section IV of this Policy, or (3) that the destruction of the verbatim record ought to be delayed to a date certain.

No verbatim record shall be destroyed if the Board of Commissioners or the Subsidiary Body, if any, determines that destruction should be delayed or released pursuant to Section IV of this Policy.

If destruction of a verbatim record is delayed to a date certain, then the Clerk shall provide a new Notice of Destruction for that verbatim record in accordance with Section III.F of this Policy.

IV. Review and Release of Closed Meeting Minutes and Verbatim Records.

- A. Review of Minutes. Not less than twice each year, the Board of Commissioners and each Subsidiary Body shall review its closed meeting minutes to determine if they are eligible for release to the public. In its review, the Board of Commissioners or Subsidiary Body shall determine if the minutes contain information that continues to require confidential treatment. Only portions of written minutes that no longer require confidential treatment shall be released. Written minutes shall not be released unless approved by an affirmative majority vote of the Board of Commissioners or Subsidiary Body taken in public session.
- B. Review of Verbatim Records. Pursuant to Section III.B of this Policy, verbatim records always are *per se* confidential. The Board of Commissioners or the relevant Subsidiary Body may undertake a review of a verbatim record, but only in accordance with Section III.D of this Policy. After review of the verbatim record, the Board of Commissioners or the Subsidiary Body shall require that the verbatim record remain confidential unless, after reviewing the verbatim record in its entirety, the verbatim record is approved for release by an affirmative majority vote of the Board of Commissioners or, for a verbatim record of a Subsidiary Body, by an affirmative vote of three-fourths of the members of that Subsidiary Body then holding office. All such votes shall be taken in open session. (Last amended on October 12, 2006 by Ordinance No. O-11-06).

**EXHIBIT 1**

**NOTICE OF PENDING DESTRUCTION OF VERBATIM RECORDS**

***[DATE]***

To: Board of Commissioners  
*[Relevant Subsidiary Body]*  
General Manager  
General Counsel ~~or Staff Attorney~~

Subject: Notice of Impending Destruction of Verbatim Records

***CONFIDENTIAL/PRIVILEGED***

As required by the Illinois Open Meetings Act, the Office of the Clerk has been charged with the safekeeping of all verbatim records of all closed meetings of the Board of Commissioners and other bodies of the Commission subject to the Illinois Open Meetings Act.

Pursuant to the Open Meetings Act and to the "Closed Session Minutes and Verbatim Records Policy" of the Commission (the "Policy"), the confidential verbatim records listed below are eligible for destruction.

<u>Public Body</u>	<u>Date of Meeting</u>	<u>Proposed Destruction Date</u>

I hereby certify that (1) the relevant public bodies have previously approved written minutes of the closed meetings to which the verbatim records listed in this Notice were prepared and that those minutes are attached, and (2) the closed meetings to which the verbatim records listed in this Notice relate were concluded at least 18 months prior to the Proposed Destruction Date for those verbatim records.

The Office of the Clerk shall destroy the verbatim records listed in this Notice in accordance with the Policy, unless a written objection is filed with the Office of the Clerk within seven days after the date of this notice or not less than three days prior to the Proposed Destruction Date set forth above, whichever is later.

\_\_\_\_\_  
Clerk



DuPage Water Commission

**By-Laws**

February 15, 2024

AMENDED AND  
RESTATED BY-LAWS OF  
THE DuPAGE WATER COMMISSION

ARTICLE I

GENERAL PROVISIONS

Section 1: General Purpose. The general purpose of the Commission is to provide a sufficient and economic source and supply of water to the DuPage County area by various means, including the development and operation of a water supply system to acquire and distribute water from Lake Michigan to its Contract Customers and other customers having an allocation pursuant to the Level of Lake Michigan Act, as amended from time to time, and orders of the State of Illinois Department of Natural Resources, Office of Water Resources. The general purpose of these By-Laws is to establish the rules of proceeding of the Commission.

Section 2: Corporate Authority. The Board of Commissioners shall be the corporate authority of the Commission and shall have the power to pass and enforce all necessary ordinances, resolutions, rules, regulations and administrative orders for the conduct of business and management of property of the Commission.

ARTICLE II

COMMISSION AND COMMISSIONERS

Section 1: Composition. The corporate authority of the Commission shall consist of a Board of Commissioners, who shall be appointed in compliance with Water Commission Act of 1985, 70 ILCS 3720/0.001 *et seq.* (hereinafter referred to as the "Act").

Section 2: Duties. The Commissioners shall perform those duties prescribed by the Act and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.* (hereinafter

referred to as the “Water Commission Statute”) and such other duties as may from time to time be provided for by law or by the Commission.

Section 3: Length of Term. Commissioners shall serve for a term of six years, unless a different term is required under the Act, or until their successors have been appointed and have qualified in the same manner as the original appointment was made. A Commissioner shall be eligible for reappointment upon the expiration of a term. A Commissioner may be a member of the governing board or an officer or employee of DuPage County or any unit of local government within DuPage County.

Section 4: Vacancy. A vacancy in the office of a Commissioner shall be filled for the balance of the unexpired term by appointment and qualification as to residency in the same manner as the original appointment was made.

Section 5: Removal. Any Commissioner may be removed by the appointing authority for any cause for which any other county or municipal officer may be removed. Removal shall be effected in the same manner as the initial appointment of the Commissioner in question.

Section 6: Bond. Each Commissioner shall furnish such bonds as may be required by law for the faithful performance of that Commissioner’s official duties. The cost of such bonds shall be paid by the Commission.

Section 7: Compensation. Each Commissioner who is not a member of the governing board or an officer or employee of a unit of local government within DuPage County shall receive the maximum amount provided for in the Act as compensation for his or her services as a Commissioner. In addition, each Commissioner may be reimbursed for actual expenses incurred in connection with Commission business.

## ARTICLE III

### OFFICERS OF THE COMMISSION

Section 1: Generally. The Officers of the Commission shall be the Chairman, the Vice-Chairman, the Chairman Pro-Tem, the Treasurer, the Clerk, the General Manager and the Financial Administrator.

#### Section 2: Chairman.

- a. Appointment. The Chairman shall be appointed by the Chairman of the DuPage County Board with the advice and consent of the DuPage County Board and with the advice of the Board of Commissioners.
- b. Powers and Duties. The Chairman shall:
  - (i) perform those duties prescribed by law or by the Commission, and all duties incident to the office of Chairman of the Commission;
  - (ii) preside at all meetings of the Commission;
  - (iii) appoint the Treasurer with the advice and consent of the DuPage County Board and with the advice and consent of the other Commissioners by a majority affirmative vote as set forth in Section 5.a. of this Article;
  - (iv) appoint the Clerk pursuant to the recommendation of the General Manager and with the advice and consent of the other Commissioners;



- (v) appoint all committees, committee chairman and task force members with the advice and consent of the other Commissioners;
- (vi) sign all ordinances, resolutions and other documents duly authorized to be signed on behalf of the Commission and required to be signed by the Chairman of the Commission;
- (vii) assign duties to officers, committees and task forces of the Commission with the advice and consent of the other Commissioners; and
- (viii) Have the power to vote in the same manner as the other Commissioners.

The Chairman's vote and presence shall be, and be counted as, that of a Commissioner for all purposes under these By-Laws.

Section 3: Vice-Chairman. The Vice-Chairman shall be one of the Commissioners appointed by the DuPage County mayors as provided in the Act, and shall be appointed to such office by a majority vote of all of the Commissioners appointed by the DuPage County mayors as provided in the Act. The Vice-Chairman shall serve until the end of his or her term or until a successor is appointed. The Vice-Chairman shall be eligible for reappointment upon the expiration of a term. The Vice-Chairman shall be assigned such duties as the Chairman deems appropriate. In the event of the Chairman's absence or inability to act, the Vice-Chairman shall, during such absence or inability to act, or until such time as a new Chairman is appointed by the Chairman of the DuPage County Board with the advice and consent of the DuPage County Board and the Board of

Commissioners, perform all duties and exercise all powers within the normal purview of the Chairman, including execution of ordinances, resolutions and other documents.

Section 4: Chairman Pro-Tem. In the event of the temporary absence or inability of both the Chairman and the Vice-Chairman to perform the duties of Chairman at a Commission meeting, the Commissioners shall elect from their number in attendance a Chairman Pro-Tem to serve as Chairman of said meeting and to perform the duties and exercise the powers of Chairman at the meeting, including execution of ordinances, resolutions and other documents approved or authorized by the Commission at said meeting.

Section 5: Treasurer.

- a. Appointment. The Treasurer shall be appointed by the Chairman with the advice and consent of the DuPage County Board and with the advice and consent of the other Commissioners by a majority affirmative vote, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act. The Treasurer shall be appointed solely on the basis of demonstrated financial background and experience to monitor and report on Commission financial matters and budgeting with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. The Treasurer need not be a Commissioner. The Treasurer shall serve at the pleasure of the Commission, and may be removed without cause by the Chairman with the advice and consent of the other Commissioners. The

Treasurer, if not a Commissioner, shall be given notice of all meetings of the Commission and shall have the right to take part in the discussion of matters before the Commission.

b. Duties. The Treasurer shall:

- (i) perform or cause to be performed those duties prescribed by law or by the Commission;
- (ii) have principal responsibility for the oversight of and advise the Finance Committee and the Board of Commissioners regarding:
  - (a) the receipt, deposit and disbursement of monies;
  - (b) the Commission's investment practices, paying particular attention to safety of principal and compliance with existing bond ordinances;
  - (c) the Commission's accounting and control systems and whether or not they are consistent with generally accepted accounting principles;
  - (d) relationships with the financial community; and
  - (e) overall treasury and cash management objectives of the Commission;
- (iii) review financial procedures and practices employed by the Financial Administrator and the General Manager, including the deposit of funds, the making of disbursements, the maintenance of a check register, the reconciliation of bank

statements, the segregation of financial duties, the restriction of access to the established accounting and general ledger systems and the overseeing of the annual audit, and advise the Finance Committee and the Board of Commissioners on the efficiency of such procedures and practices;

- (iv) require the Financial Administrator and the General Manager to document and comply with standard accounting policies, procedures and controls to ensure accurate reporting to the Finance Committee and the Board of Commissioners and to identify improper or unnecessary expenditures, budgetary errors or accounting irregularities;
- (v) review and approve the Financial Administrator's review and approval of manual journal entries and supporting documentation;
- (vi) review and approve monthly bank reconciliations and general account reconciliations;
- (vii) report to the Finance Committee and the Board of Commissioners any improper or unnecessary expenditures, budgetary errors or accounting irregularities;
- (viii) require the Financial Administrator and the General Manager to provide to the Finance Committee and the Board of Commissioners monthly reports regarding the Commission's cash and investment position, including whether the

Commission has sufficient cash and investments to pay its debt service, operating expenses, and capital expenditures and to maintain required reserve levels, the required funding levels for restricted funds, the unrestricted cash and investment balances with comparisons to unrestricted reserves, and the type and performance of the Commission's investments and whether those investments are in compliance with the Commission's investment policies;

- (ix) require the Financial Administrator and the General Manager to provide to the Finance Committee and the Board of Commissioners detailed information concerning the Commission's operating performance, including the budgeted and actual monthly amounts for water sales, water costs and other operating expenses;
- (x) require the Financial Administrator and the General Manager to closely monitor and provide to the Finance Committee and the Board of Commissioners detailed information concerning the progress of construction and other capital projects, including whether the percentage of completion and costs incurred are timely;
- (xi) require the Financial Administrator and the General Manager to provide monthly to the Finance Committee monthly bank reconciliations and general account reconciliations and to

provide full and timely reports documenting any GAAP analysis or communications with GASB;

- (xii) require such other reports or information from the Financial Administrator or General Manager as may be necessary to perform the duties hereinabove set forth; and
- (xiii) furnish such bonds as may be required by law or the Commission for the faithful performance of the Treasurer's official duties. The cost of such bonds shall be paid by the Commission.

Section 6: Clerk.

- a. Appointment. The General Manager shall recommend to the Board of Commissioners persons, who need not be Commissioners, for appointment to the office of Clerk. The Clerk shall be appointed by the Chairman with the advice and consent of the other Commissioners. The Clerk shall serve at the pleasure of the Commission, and may be removed without cause by the Chairman with the advice and consent of the other Commissioners.
- b. Duties. The Clerk shall:
  - (i) perform or cause to be performed those duties prescribed by law or by the Commission;
  - (ii) attest the validity of each ordinance, resolution, contract or other document adopted, entered into or maintained as a record by the Commission;

- (iii) have principal responsibility for the oversight of and advise the Board of Commissioners regarding:
  - (a) compliance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*); and
  - (b) Compliance with the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*);
- (iv) review the recordkeeping procedures employed by the General Manager to assure that the vote of each Commissioner on each ordinance, resolution, motion or other proposition brought to a vote is duly recorded and that a permanent record of the minutes of each Commission meeting is recorded, approved and maintained;
- (v) require such reports or other information from the Administrative Staff as may be necessary to perform the duties hereinabove set forth; and
- (vi) furnish such bonds as may be required by law or the Commission for the faithful performance of the Clerk's official duties. The cost of such bonds shall be paid by the Commission.

Section 7: General Manager.

- a. Appointment: The General Manager shall be appointed by a majority affirmative vote of all the Commissioners, which majority must contain the

votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act, and with the advice and consent of the DuPage County Board. The General Manager shall be appointed for an indefinite term and solely on the basis of demonstrated executive and administrative qualifications with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. No Commissioner shall receive an appointment as General Manager during their term of appointment as Commissioner or within one year after the expiration of such term. The General Manager shall serve at the pleasure of the Commission, and may be removed without cause by the Chairman with the advice and consent of the other Commissioners. The General Manager may demand a written statement of the reasons for any such removal, which shall be furnished within twenty days after the filing of such request. The action of the Chairman in removing the General Manager shall be final.

b. Duties. The General Manager shall be the chief administrative officer of the Commission and shall be responsible for the efficient administration and management of Commission affairs. The duties of the General Manager shall include, but are not necessarily limited to, the following:

- (i) administrative responsibility for the organization, acquisition, construction, operation and maintenance of the water supply system of the Commission;



- (ii) enforcing the ordinances of the Commission;
- (iii) supervising all employees and consultants of the Commission;
- (iv) hiring and discharging all employees of the Commission (other than those positions appointed by the Chairman and/or the Commissioners), in accordance with administrative rules and procedures established by the Commission;
- (v) preparing an agenda for each Commission meeting in advance for general distribution;
- (vi) attending all Commission meetings unless excused therefrom;
- (vii) attending any Commission committee meeting at which his or her attendance has been requested;
- (viii) attending relevant meetings of the Commission's Contract Customers when so requested;
- (ix) recommending policies, plans and procedures for the organization, construction, acquisition, operation and maintenance of the water supply system of the Commission;
- (x) purchasing materials and services and approving change orders according to administrative rules and procedures established in Article VIII hereof;
- (xi) overseeing the preparation of all checks and requiring and overseeing the maintenance of a check register;
- (xii) requiring and overseeing the preparation of a monthly statement of receipts and disbursements;

- (xiii) requiring and overseeing the reconciliation of bank statements on a monthly basis;
- (xiv) overseeing the preparation of an annual audit;
- (xv) preparing an annual budget;
- (xvi) requiring and overseeing the maintenance of a central file of all correspondence and other documents and materials pertaining to the affairs of the Commission;
- (xvii) preparing and presenting to the Commission for consideration and approval such administrative rules, procedures and orders as may be deemed necessary and appropriate;
- (xviii) representing the Commission before conferences, professional associations or relevant public hearings;
- (xix) executing all contracts and other agreements and documents duly authorized to be signed on behalf of the Commission, except such contracts and other agreements and documents as may be required to be signed by the Chairman or some other officer of the Commission; and
- (xx) assigning such duties as may properly be delegated to the Financial Administrator or other Administrative Staff.

Section 8: Financial Administrator.

- a. Appointment. The Financial Administrator shall be appointed by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the

Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act, and with the advice and consent of the DuPage County Board. The Financial Administrator shall be appointed for an indefinite term and solely on the basis of demonstrated financial background and experience to monitor and report on Commission financial matters and budgeting with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. The Financial Administrator shall be hired by and report to the General Manager. The Financial Administrator shall serve at the pleasure of the Commission, and may be removed without cause by the General Manager. The action of the General Manager in removing the Financial Administrator shall be final.

- b. Duties. The Financial Administrator shall be the Finance Director referred to in the Act and the chief administrative financial officer of the Commission. The Financial Administrator shall be responsible for the efficient administration of the Commission's financial activities including, without limitation, financial reporting, investments, budgeting, insurance, purchasing, and human resources. The Financial Administrator shall:
  - (i) perform or cause to be performed those duties prescribed by law or by the Commission including, without limitation, those duties prescribed by the Act to be performed by the Finance Director;

- (ii) perform or cause to be performed those duties assigned by the General Manager;
- (iii) establish and then comply with the established financial procedures and practices, including the deposit of funds, the making of disbursements, the maintenance of a check register, the reconciliation of bank statements, the segregation of financial duties, the restriction of access to the established accounting and general ledger systems and the management of the annual audit;
- (iv) document and comply with standard accounting policies, procedures and controls to ensure accurate reporting to the Finance Committee and the Board of Commissioners and to identify improper or unnecessary expenditures, budgetary errors or accounting irregularities;
- (v) review and approve manual journal entries and supporting documentation;
- (vi) review and approve monthly bank reconciliations and general account reconciliations;
- (vii) report to the General Manager, the Treasurer, the Finance Committee and the Board of Commissioners any improper or unnecessary expenditures, budgetary errors or accounting irregularities;

- (viii) provide to the Finance Committee and the Board of Commissioners monthly reports regarding the Commission's cash and investment position, including whether the Commission has sufficient cash and investments to pay its debt service, operating expenses and capital expenditures and to maintain required reserve levels, the required funding levels for restricted funds, the unrestricted cash and investment balances with comparisons to unrestricted reserves, and the type and performance of the Commission's investments and whether those investments are in compliance with the Commission's investment policies;
- (ix) provide to the Finance Committee and the Board of Commissioners detailed information concerning the Commission's operating performance, including the budgeted and actual monthly amounts for water sales, water costs and other operating expenses;
- (x) closely monitor and provide to the Finance Committee and the Board of Commissioners detailed information concerning the progress of construction and other capital projects, including whether the percentage of completion and costs incurred are timely;
- (xi) provide monthly to the Treasurer and the Finance Committee monthly bank reconciliations and general account

reconciliations and provide full and timely reports documenting any GAAP analysis or communications with GASB;

- (xii) restrict access to established accounting systems and general ledger systems and segregate the financial duties performed by Administrative Staff so that no single person has sole access and control over the accounting system or the general ledger system;
- (xiii) monitor and facilitate the acquisition of fidelity bonds, liability and property insurance and group health coverage;
- (xiv) report, and monitor processing of, liability claims;
- (xv) verify that requisitions, purchase orders and payment requests are in line with budget and contract approvals; and
- (xvi) administer Commission personnel programs and practices particularly as they relate to labor relations, employee benefits, retirement plan administration and pension and insurance benefits.

Section 9: Vacancy. In the event of a vacancy in office, for whatever reason, such vacancy shall be filled according to the same procedure used for the initial election or appointment.

#### ARTICLE IV

##### ADMINISTRATIVE STAFF OF THE COMMISSION

Section 1: Administrative Staff. The Administrative Staff shall consist of the General Manager, the Financial Administrator and such other supervisory, professional, administrative and

operating personnel as may from time to time be employed or retained by the Commission. The Administrative Staff shall be under the direction of the General Manager.

Section 2: Absence or Inability; Incapacity. In the event of the General Manager's temporary absence or inability to act, he or she may designate such Commission officers or employees as shall be authorized to act on his or her behalf. In the event that the Chairman determines that the General Manager is incapable of performing his or her duties, the Chairman may, with the advice and consent of the other Commissioners, appoint a qualified person on a temporary basis to perform the duties of the General Manager during such incapacity.

## ARTICLE V

### LEGAL COUNSEL

Section 1: Appointment or Engagement. Legal counsel shall be appointed or engaged by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act. Legal counsel shall be appointed or engaged for an indefinite term and solely on the basis of his or her professional qualifications with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position or assignment. Legal counsel shall serve at the pleasure of the Commission and may be removed without cause by the Chairman or by the General Manager with the advice and consent of the Commissioners.

Section 2: Duties. Legal Counsel shall be the chief legal advisor to the Board of Commissioners and the General Manager. The duties of the chief legal advisor shall include, but are not necessarily limited to, the following:

- a. performing those duties prescribed by law or by the Commission;

- b. providing advice to the Board of Commissioners and the Administrative Staff in connection with administration of water supply and water purchase and sale contracts, construction of the water supply system, property and right-of-way acquisition, insurance, litigation and other legal matters;
- c. preparing and drafting ordinances, resolutions, contracts and other legal documents, and rendering legal opinions when requested by the Chairman, the Board of Commissioners or the General Manager on all matters concerning the interests of the Commission;
- d. attending all Commission meetings, and any committee or other meeting when required;
- e. making reports from time to time and otherwise performing such other duties or special services which the Board of Commissioners or General Manager may require; and
- f. directing litigation and representing the Commission in all legal matters or, if requested or approved by the Commission, recommending the retention of Special Counsel to represent the Commission or assist the Legal Counsel in certain matters. The Legal Counsel shall oversee and remain responsible for matters handled by Special Counsel.



## ARTICLE VI

### MEETINGS

Section 1: Regular Meetings. Regular meeting dates of the Commission shall be established in accordance with the provisions of the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* Commissioners may participate, in whole or in part, in regular meetings of the Board of Commissioners by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the following terms and conditions:

- a. All Commissioners participating in a meeting by audio or video conference shall be able to hear concurrently the substance of the meeting, and those Commissioners physically present at the designated meeting site, as well as the media and public in attendance at the designated meeting site, shall be able to hear concurrently the Commissioners participating by audio or video conference.
- b. A quorum of the Board of Commissioners shall be physically present at the designated meeting site and not more than one Commissioner shall participate in a meeting by audio or video conference from the same remote location.
- c. The Chairman or the Vice-Chairman shall be physically present at the designated meeting site or, if neither the Chairman nor the Vice-Chairman is participating in the meeting, then the Chairman Pro-Tem shall be physically present at the designated meeting site. If the Chairman is participating in the meeting by audio or video conference, then the Chairman shall vacate the

chair and the Vice-Chairman shall perform the duties of the Chairman at the meeting.

- d. Any Commissioner participating in a meeting by audio or video conference shall be unable to physically attend the meeting because of (i) personal illness or disability; (ii) a family or other emergency; or (iii) employment purposes or Commission business.
- e. Any Commissioner participating in a meeting by audio or video conference shall have notified the Clerk of his or her intention to participate by audio or video conference in advance of the meeting unless advance notice is impractical.
- f. Any Commissioner participating in a meeting by audio or video conference shall announce his or her name, and shall be recognized by the presiding officer, before speaking.
- g. Any voice vote that includes Commissioners participating by audio or video conference and in which a “no” or “nay” vote is cast shall be ineffective, and the official vote on the passage of the action under consideration shall be taken by a roll call vote.

Section 2: Order of Business at Regular Meeting. The Order of Business at all Regular

Meetings shall be as follows:

- a. Roll Call
- b. Public Comments
- c. Approval of Minutes
- d. Treasurer’s Report

- e. Committee Reports and Action Items
- f. Accounts Payable
- g. Chairman's Report
- h. Old Business
- i. New Business
- j. Executive Session
- k. Adjournment

The Chairman may for good cause suspend or revise said order at any particular Commission meeting. Business conducted at any regular meeting may, with the consent of a majority of the Commissioners present, include the discussion of items not specified in the agenda except as otherwise prohibited by applicable law provided, however, that no final action may be taken on any item not on the agenda. An additional matter may be added to the agenda of any regular meeting upon the written request of four or more Commissioners which, in each case, shall consist of not less than two Commissioners appointed by the Chairman of the DuPage County Board and at least two Commissioners appointed by the groups of mayors as provided by the Act. The written request shall be delivered to the General Manager not less than 7 business days prior to the regularly scheduled meeting at which the requesting Commissioners wish to have the specified matter added to the agenda.

Section 3: Special Meetings. Special meetings may be called by the Chairman or the General Manager upon his or her own initiative and shall be called at the request of any four Commissioners. Notice of any special meeting shall be given in accordance with the provisions of the Illinois Open Meetings Act. Commissioners may participate, in whole or in part, in special meetings of the Board of Commissioners by audio or video conference, and shall be counted for purposes of voting for so

long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 above for regular meetings.

Section 4: Order of Business at Special Meetings. The Order of Business at all special meetings shall be as follows:

- a. Roll Call
- b. Items for Consideration Set Forth in Notice of Special Meeting
- c. Adjournment

Section 5: Emergency Meetings. Emergency meetings may be called by the Chairman upon his or her own initiative or at the request of any Commissioner or the General Manager in the event of a bona fide emergency. Notice of an emergency meeting shall be given in accordance with the provisions of the Illinois Open Meetings Act. Business at an emergency meeting may be conducted without reference to a prepared agenda. Commissioners may participate, in whole or in part, in emergency meetings of the Board of Commissioners by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 above for regular meetings.

Section 6: Quorum. A quorum shall consist of a majority of the Commissioners in office.

Section 7: Vote Requirements.

- a. Generally. Subject to the requirements set forth in Subsection 7.b below and any other provision of these By-Laws that states a more specific vote requirement, the concurrence of a majority of the appointed Commissioners shall be necessary for the passage of any ordinance or the incurring of any debt or financial obligation or the approval of any payment. All other action of the Commission shall require the concurrence of a majority of those

Commissioners present, provided there is a quorum. Every Commissioner who shall be present when a question is stated from the Chair shall vote thereon unless excused by the Chair or unless he or she is directly interested in the question. Votes of “abstain,” “pass,” or “present,” or a refusal to vote when present, shall be counted as concurring in the vote of the majority of those who did vote on the question. If there is vote of the majority, the votes of “abstain,” “pass,” or “present,” or a refusal to vote when present, shall not be considered.

- b. Specific Vote Required. A majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the groups of mayors as provided for in the Act, shall be necessary for the adoption of any motion, resolution or ordinance regarding the following items:
  - (i) approval of individual contracts, or a series of contracts related to a single Project (as that term is defined in the Water Purchase and Sale Contract between the Commission and its Contract Customers), in an amount in excess of \$100,000.00;
  - (ii) setting of rates for the sale of Lake Michigan water to the Commission’s Contract Customers;
  - (iii) borrowing of funds;
  - (iv) exercise of eminent domain powers;

- (v) employment of General Manager, Financial Administrator, and Legal Counsel or third-party managerial or professional consultants who are not employees of the Commission;
  - (vi) amendment of the Chicago Water Supply Contract;
  - (vii) amendment of these By-laws in accordance with Section 2 of Article XII herein; and
  - (viii) the approval and addition of new customers to whom the Commission will supply water after approval of the Customer Contract (“Subsequent Customers”).
- c. Omnibus Vote. At any meeting, the Commissioners may by unanimous consent take a single vote by yeas and nays on the several questions of passage of any two or more designated ordinances, orders, resolutions or motions placed together for voting purposes in a single group, which single vote shall be entered separately in the minutes under the designation “omnibus vote,” and in such event the clerk may enter the words “omnibus vote” in the minutes in each case in lieu of entering the names of the members of the Board of Commissioners voting “yea” and those voting “nay” on the passage of each of the designated ordinances, orders, resolutions and motions included in such omnibus group. The taking of such single or omnibus vote and such entries of the words “omnibus vote” in the minutes shall be considered of like effect as if the vote in each case had been taken separately on the question of the passage of each ordinance, order,

resolution and motion included in such omnibus group, and separately recorded in the minutes.

Section 8: Rules of Order. The rules of parliamentary procedure contained in *Robert's Rules of Order*, as revised from time to time, shall govern all Commission meetings to the extent that they are applicable and not inconsistent with these By-Laws or other special rules, if any, of the Commission.

Section 9: Public Comment. Public comments shall be limited to a period of 30 minutes and to three minutes per person. Persons shall be recognized in order of sign in on the Public Comment Sign In Sheet at the meeting or, if none, in the order determined by the Chairman or other presiding officer.

Section 10: Closed Session Minutes and Verbatim Record. The "Closed Session Minutes and Verbatim Record Policy" attached to these By-Laws as Exhibit A govern the creation, maintenance, storage, release and destruction of closed meeting minutes and verbatim records of all public bodies of the Commission that are subject to the Illinois Open Meetings Act.

## ARTICLE VII

### COMMITTEES AND TASK FORCES

Section 1: Purpose of Committees. The Board of Commissioners has determined that the committee structure may in many situations be the most efficient and productive way for the Commissioners to carry out their responsibilities. The primary responsibilities of all committees shall be suggesting policy, reviewing and investigating Commission matters, and making recommendations to the Board of Commissioners. The committee structure is established so that more thought and time may be given to Commission matters by delegating review and investigative functions to a portion of its members. Committees, therefore, are not legislative bodies but

reviewing and investigative bodies; committee actions shall constitute only suggestions or recommendations to the Board of Commissioners rather than instructions to either the Board of Commissioners or Administrative Staff.

Section 2: Committees. The Commission has established an Administration Committee which is responsible for reviewing and investigating, and suggesting policy and making recommendations concerning, organizational matters, purchase of service agreements and internal affairs of the Commission, including personnel and legal affairs; an Engineering and Construction Committee which is responsible for reviewing and investigating, and suggesting policy and making recommendations concerning, the design, construction, operation and improvement of Commission facilities; and a Finance Committee which is responsible for supervising the Administrative Staff's handling of, reviewing and investigating, and suggesting policy and making recommendations concerning, the Commission's financial affairs and budgeting. The Commission may establish other standing or special committees as it may deem necessary, the duties of which shall be those specified at the time such other standing or special committee is established. The Chairman shall appoint all committees and committee chairmen with the advice and consent of the other Commissioners. Committee members may participate, in whole or in part, in regular, special and emergency committee meetings by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 of Article VI above for regular meetings, or Section 3 of Article VI above for special meetings, or Section 5 of Article VI above for emergency meetings of the Board of Commissioners, as the case may be. The Commission may consolidate, abolish or change the duties of any one or more of its committees so long as at all times required by the Act there exists a Finance



Committee performing those duties prescribed by law, including conducting monthly meetings to supervise the handling of financial matters and budgeting by Administrative Staff.

Section 3: Chairman as Committee Member. The Chairman shall be an ex-officio member of all committees and shall be entitled to vote on committee matters. The Chairman shall not be counted as a committee member for purposes of determining a quorum unless the Chairman is present at the committee meeting.

Section 4: Purpose of Task Forces. A task force structure may in some situations be the most efficient and productive way for the Commission to carry out its responsibilities. The task force structure is especially suited to the review and investigation of matters falling outside the expertise of the Commissioners individually and collectively, and requiring more intensive study than the Commissioners can devote to them along with other matters.

Section 5: Task Forces. The Commission may establish such task forces as it may deem necessary. The Chairman shall appoint all task force members with the advice and consent of the other Commissioners. Task force membership may include, but need not be limited to, Commissioners. Task force members may participate, in whole or in part, in regular, special and emergency task force meetings by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 of Article VI above for regular meetings, or Section 3 of Article VI above for special meetings, or Section 5 of Article VI above for emergency meetings of the Board of Commissioners, as the case may be.

## ARTICLE VIII

### PURCHASING PROCEDURES

Section 1: Coverage. These procedures shall cover all contracts for supplies, material or work being purchased by the Commission except as herein set forth.

Section 2: Definitions. For the purpose of these procedures, “supplies, material or work” shall mean and include, except as hereinafter limited, all work, labor or services; other contracts for services; supplies, equipment or other materials; and the rental, repair or maintenance of equipment, machinery and other personal property. The term “work” shall not include services rendered in a professional capacity such as accounting, engineering or legal services.

Section 3: Minor Purchases. The General Manager shall have the authority to purchase on behalf of the Commission supplies, material or work requiring an expenditure of the sum provided for in 65 ILCS 5/8-9-1 or less pursuant to such procedures as he or she deems calculated to insure the best interests of the Commission, without a specific solicitation of quotations or advertisement for bids.

Section 4: Purchases Requiring Quotations. All purchases of supplies, material or work included in the Annual Management Budget and requiring expenditure in excess of the sum provided for in 65 ILCS 5/8-9-1 shall be made only after the solicitation of at least two written quotations. All such quotations shall be submitted sealed to the Commission and shall be opened in public at a date and time set by the General Manager. A tabulation of all quotations received shall be presented to the Board of Commissioners. In cases where only one quotation is received, there is only a single source for the supplies, materials or work or the purchase was not included in the Annual Management Budget, the expenditure may only be authorized by the Board of

Commissioners. The General Manager shall keep a record of all such purchases and the quotations submitted pursuant to the solicitation therefor.

Section 5: Other Contracts. All contracts, except those provided for in Section 3 and Section 4 of this Article VIII shall be entered into only after advertising for bids in the manner required by the Water Commission Statute.

Section 6: Bid Deposits. When deemed necessary by the General Manager or Board of Commissioners, bid deposits shall be required.

Section 7: Specifications. The following shall apply to specifications.

- a. Specifications shall be available to all bidders;
- b. Specifications shall be general in nature and not so specific as to limit a bidder to a specific brand; and
- c. The Commission shall reserve the right to make clarifications, corrections or changes in specifications at any time prior to the time bids are opened so long as all bidders or prospective bidders are informed of said clarifications, corrections or changes in the specifications.

Section 8: Bid Opening Procedure.

- a. Sealed. Bids shall be submitted sealed to the Commission and shall be identified as bids on the envelopes. The date and time the bid was received shall be recorded on the envelope of the bid.
- b. Opening. Bids shall be opened in public at the time and place stated in the public notices.
- c. Tabulation. A tabulation of all bids received shall be available for public inspection.

Section 9: Acceptance or Rejection of Bids. Except when expressly and specifically limited by the terms of a particular bid solicitation, the Commission shall have the authority to accept the bid which, in its judgment, is the best bid and most favorable to the interests of the Commission and the public; to reject the low bid; to award to other than the lowest bidder; to accept any item of any bid; to reject any and all bids; to accept and incorporate corrections or clarifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to bidders; and to waive irregularities and informalities in any bid submitted or in the bidding process.

Section 10: Bidders in Default to Commission. The Commission shall not accept the bid of a contractor who is or has been in default on a contract with the Commission or in the payment of monies due to the Commission.

Section 11: Award of Contract.

- a. Authority in Board of Commissioners. The Board of Commissioners shall have the authority to award all contracts for the construction of the Commission's water supply system.
- b. Awards. Contracts shall be awarded to the bidder whose proposal is found to be in the best interests of the Commission. In determining the bidder who is to receive the award, the Commission shall consider the following factors in addition to price:
  - (i) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - (ii) Whether the bidder has the requisite facilities, plant, organization and staffing to enable the bidder to perform the

contract or provide the service successfully and promptly,  
within the time specified, without delay or interference;

- (iii) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (iv) The quality of the bidder's performance of previous contracts or services;
- (v) The previous and existing compliance by the bidder with the laws and ordinances relating to the contract or services;
- (vi) The sufficiency of the financial resources and ability of the bidder to perform the contract or to provide the services;
- (vii) The quality, availability, adaptability and capabilities of the supplies, material or work to the particular use required;
- (viii) The ability of the bidder to provide future maintenance and service for the subject of the contract, if applicable;
- (ix) Any other factor that the Commission may legally consider in determining the proposal that is in the best interests of the Commission;
- (x) If the contract is for "public works" as that term is defined in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), the following factors shall also be considered:
  - a. The ability of the bidder to provide future maintenance and service for the subject of the contract, if applicable;

- b. The bidder and its subcontractors must comply with all provisions of the Illinois Prevailing Wage Act, (820 ILCS 130/0.01 *et seq.*), including wages, medical and hospitalization insurance and retirement for those trades covered under the Act; and
  - c. The bidder and all bidder's subcontractors must participate in active apprenticeship and training programs approved and registered with the United State Department of Labor's Office of Apprenticeship for each of the trades of work contemplated under the contract.
- c. Subsequent Awards. Contracts awarded to a bidder who fails to comply with all conditions precedent to formal execution of the contract agreement may be annulled. Upon annulment of an award, the Commission may award the contract to any other bidder whose proposal is found to be in the best interests of the Commission in accordance with Subsection 11(b) above, or the Commission may advertise anew for bids.

Section 12: Single Bids. The Board of Commissioners desires competitive bids; however, where there is only one bid, that fact alone shall not prevent the Commission from accepting that bid.

Section 13: Performance and Payment Bonds. The Commission may require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the Commission. The Commission shall require a payment bond in such amount as

it shall find reasonably necessary to secure payment for material used and labor performed in connection with a public work.

Section 14: Change Orders. All contract change orders shall be considered and approved or disapproved by the Commission during the regular course of its conduct of business except in the following circumstances.

- a. By General Manager. The General Manager shall have the authority to approve any contract change order:
  - (i) based entirely upon approved unit prices; or
  - (ii) In an amount not in excess of \$100,000 when in the judgment of the General Manager and the Commission's consulting engineer such change order requires immediate approval to avoid significant impacts to the project schedule or the incurring of unnecessary and excessive costs by the Commission.

A full written description and explanation of any change order so approved by the General Manager shall be distributed to the Board of Commissioners as soon as possible following its approval.

- b. By Commission at Special or Emergency Meeting. When in the judgment of the General Manager a change order in an amount in excess of \$100,000 requires a more immediate approval than the Commission's regular meeting schedule would permit in order to avoid the incurring of significant impacts to the project schedule or unnecessary and excessive costs by the Commission, or when, in any other case, in the judgment of the General

Manager a change order requires the immediate attention of the Commission, the General Manager may call a special or emergency meeting of the Commission for the consideration of such change order.

Section 15: Prohibition Against Subdivision. No contract or change order shall be subdivided to avoid the requirements of these By-Laws. This prohibition shall not prevent the repetitive purchase of supplies, material or work which is purchased over a period of time as needed.

Section 16: Emergencies. In case of an apparent emergency which requires immediate purchase of supplies, material or work to protect persons or property, the General Manager shall be authorized to secure any supplies, material or work necessary to address such emergency by whatever means deemed necessary without regard to the procedures otherwise required under these By-Laws. A full written description and explanation of any such emergency purchase shall be distributed to the Board of Commissioners as soon as possible following the emergency.

Section 17: Bid Item Must Be Budgeted. Contracts or purchase orders cannot be executed and are invalid and void unless the amounts due there under have been budgeted by the Board of Commissioners.

Section 18: Cooperative Purchasing Arrangements. Nothing in this Article VIII shall be interpreted to prohibit the Commission from participating with other public bodies, associations or agencies, or with other units of government, in any cooperative purchasing arrangements subject to bidding or other processes that assure the protection of the best interests of the Commission. Supplies, materials or work purchased through such arrangement shall be exempted from the requirements of this Article.



## ARTICLE IX

### DISBURSEMENTS

Section 1: No Disbursement Without Authority. No funds, monies or other things of value in the hands of the Commission shall be paid out, disbursed or delivered except upon warrant, draft or order approved and signed as herein provided.

Section 2: Authorization. All disbursements in excess of \$20,000.00 shall be approved in advance by the Board of Commissioners except in the following circumstances: (i) the General Manager is authorized to pay all payroll disbursements and disbursements for payroll-related taxes, contributions and payments, and (ii) in the case of an emergency or in cases where the Commission is unable to meet or establish a quorum, the General Manager is hereby authorized, with the concurrence of the Chairman, to make all disbursements which have previously been budgeted and/or expenditures for which the Commission has previously contracted. All disbursements made under subsection (ii) shall be placed on the agenda for the next regular meeting of the Commission for purposes of ratification.

Section 3: Required Signatures. All checks shall be manually or electronically signed by any two of the following: the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager or the Financial Administrator.

Section 4: Designation of Fund and Payee. For each check issued by the Commission, a record shall be kept which specifies the particular fund or appropriation to which it is chargeable and the person or other entity to whom it is payable.

Section 5: Credit Card Policy. It is the policy of the Commission to permit use of corporate credit cards by employees designated by the General Manager and approved by the Board of Commissioners for charging legitimate company expenses. Eligible employees are those who are

or will be regularly incurring legitimate business expenses in which this procurement process is more efficient and expeditious. The Commission shall, from time to time, by Resolution adopt specific policies regulating the use of Commission credit cards (the "Credit Card Policy"). Employees made eligible to have and use Commission credit cards, as herein provided, shall first read the Commission's Credit Card Policy and then acknowledge that they have read and understand the Policy and will be bound by, and will adhere to, same. Said acknowledgement shall be evidenced by the eligible employee's signature on the addendum attached to the Commission's Credit Card Policy. The eligible employee shall deliver the executed addendum to the Credit Card Administrator who shall be that person designated by the Commissioners in the Resolution adopting the Credit Card Policy.

## ARTICLE X

### BUDGET AND AUDIT

Section 1: Fiscal Year. The fiscal year of the Commission shall begin May 1 and shall end April 30 of the following year.

Section 2: Tentative Management Budget. In accordance with the Commission's obligations under any Bond Ordinances and/or the Water Purchase and Sale Contract between the Commission and Contract Customers (the "Customer Contract"), the General Manager and Administrative Staff shall prepare and submit to the Board of Commissioners and the Commission's Contract Customers a tentative Management Budget not less than 60 days prior to the beginning of the fiscal year. The tentative Management Budget shall contain in reasonable detail an estimate of (i) revenues of the Waterworks System and any other funds to be deposited in the accounts of the Commission, (ii) Fixed Costs (as defined in the Customer Contract) to be payable by each Contract Customer in a stated aggregate dollar amount per month for each, and (iii) Operations and Maintenance Costs (as

defined in the Customer Contract) in a stated price per 1000 gallons of water. The tentative Management Budget shall include estimated amounts to be deposited in each month of the fiscal year into the Water Fund and each of the accounts thereof and the requirements, if any, for the amounts estimated to be expended from such accounts. The tentative Management Budget shall also set forth sufficient detail with respect to such revenues, other funds, Operation and Maintenance Costs and other expenditures and such deposits as shall be necessary or appropriate to comply with the Water Supply Contract entered into by and between the City of Chicago and the DuPage Water Commission, or any future water supply contract authorized by the Board of Commissioners. The Board of Commissioners shall hold at least one hearing on the tentative Management Budget ordinance prior to final action thereon, at which hearing the Contract Customers may be heard. The Commission shall give its Contract Customers not less than 21 days' notice of such hearing.

Section 3: Adoption of Management Budget. The Board of Commissioners shall approve and adopt the annual Management Budget on or before April 30 each year.

Section 4: Preliminary Combined Annual Budget and Appropriation Ordinance In Accordance with the Illinois Municipal Budget Law Act. The General Manager and Administrative Staff shall prepare and submit to the Board of Commissioners a preliminary Combined Annual Budget and Appropriation Ordinance before or within the first quarter of each fiscal year. The preliminary Combined Annual Budget and Appropriation Ordinance shall contain a statement of cash on hand at the beginning of the fiscal year, an estimate of cash expected to be received during such fiscal year from all sources, an estimate of expenditures contemplated for such fiscal year, and a statement of estimated cash expected to be on hand at the end of such year. The Board of Commissioners shall hold at least one public hearing on the preliminary Combined Annual Budget

and Appropriation Ordinance prior to final action thereon, in compliance with the Illinois Municipal Budget Law, 50 ILCS 330/1 *et seq.*

Section 5: Adoption of Combined Annual Budget and Appropriation Ordinance Pursuant to the Illinois Municipal Budget Law Act. The Board of Commissioners shall approve and adopt the Combined Annual Budget and Appropriation Ordinance on or before July 31 each year.

Section 6: Audit. The Board of Commissioners shall provide for an annual audit to be made by an independent certified public accountant in accordance with the Illinois Governmental Account Audit Act, 50 ILCS 310/0.01 *et seq.* The Commission's Finance Committee shall from time to time interview and recommend to the Board of Commissioners independent certified public accountants to perform the annual audit.

## ARTICLE XI

### CONDUCT OF THE COMMISSIONERS, OFFICERS AND EMPLOYEES OF THE COMMISSION

Section 1: Purpose. It is the purpose of the Commission to guarantee fair, efficient, and honest governance of the DuPage Water Commission and to ensure the integrity and objectivity of its Chairman, Commissioners, officers and employees. The fundamental principle underlying all policies of the Commission is that all activities of the Commission's officials, officers and employees must meet appropriate ethical and legal standards. While no one policy can comprehensively address all aspects of appropriate business behavior, the Commission believes that these goals may best be secured through adoption and incorporation of the provisions of Ordinance OFI-0013A-12 of the County of DuPage, commonly referred to as the County Ethics Ordinance (the "Ethics Ordinance"). By the adoption of the Ordinance approving these By-Laws, the Commission expressly adopts and incorporates the provisions in the Ethics Ordinance in the form attached hereto and

incorporated herein as Exhibit "B". The version of the Ethics Ordinance incorporated herein is exactly the same as the ordinance enacted and approved by the County Board of DuPage County, Illinois, on August 27, 2013. In applying the Ethics Ordinance to the Commission, as the context may require, where the Chairman of the County Board is to act, the Chairman of the Water Commission, as the presiding officer of the Water Commission shall act, and where the County Board is to act, the Water Commission's Board of Commissioners functioning as the corporate authorities of the Water Commission shall act. Provisions of the Ethics Ordinance which set forth the duties of elected officers, appointees, and employees of DuPage County, including any prohibitions applicable to them, shall apply to all officers, appointees and employees of the Water Commission.

Any amendment to County Ordinance No. OFI-0013A-12 which would apply to the conduct of the Commission's Commissioners, officers and employees and which the Commission could lawfully adopt based upon its own lawful authority and which becomes effective after the effective date of the Commission Ordinance amending and restating these Bylaws shall be incorporated into these By-Laws by this reference as of the effective date of the County's amendatory ordinance and Exhibit "B" attached hereto shall be deemed to be amended to conform with the content of the County's ordinance amending Ordinance No. OFI-0013A-12 without further action of the Commission.

Section 2: Conflict of Interest. In conformance with The Water Commission Act of 1985 (70 ILCS 3720/2), no Commissioner or employee of the Commission shall be interested directly or indirectly in any contract or job of work or materials, or the profits thereof, or services or services to be performed for or by the Commission. In addition to any other sanction which may be provided within these By-laws or any penalty otherwise provided by law, said statute provides that a violation

of the restriction set forth herein is a Class C misdemeanor. A conviction is cause for removal of a Commissioner from his/her office or a person from his/her employment.

## ARTICLE XII

### MISCELLANEOUS

Section 1: Conflict. In the event of any conflict between these By-laws and any other ordinance, resolution, rule, regulation or order of the Commission, these By-laws shall control.

Section 2: Amendment. In adopting these By-laws, the Board of Commissioners recognizes that the organizational guidelines and rules herein set forth may require revision and adjustment as experience will dictate. Amendments may be proposed by any Commissioner. Any proposal to amend these By-laws shall be submitted in writing to each Commissioner for consideration at a regular Commission meeting. No such proposal shall be passed at the same meeting at which it is initially considered. Any amendment to these By-laws shall be effected by ordinance, which ordinance may take effect immediately upon its passage and approval as set forth in Section 7.b(vii) of Article VI, unless the terms of such ordinance provide otherwise.

Section 3: Suspension of the Rules. The Commission may, by a two-thirds majority vote of the Commissioners present, determine to suspend any of the Rules contained in Article VI through XII hereof; provided, however, that no such suspension shall be construed to suspend the Commission's obligations under applicable state statutes or the "Water Purchase and Sale Contract Between the DuPage Water Commission and Contract Customers" approved on January 18, 2024.

EXHIBIT A

**DuPAGE WATER COMMISSION  
CLOSED SESSION MINUTES AND VERBATIM RECORDS POLICY**

- I. BACKGROUND AND PURPOSE. The Open Meetings Act requires all public bodies to keep minutes of their meetings, whether opened or closed. With the adoption of amendments to Section 2.06 of that Act, 5 ILCS 120/2.06, public bodies also must maintain a verbatim record of all closed meetings in the form of an audio or video recording. This Policy sets forth specific procedures to ensure that the Board of Commissioners of the DuPage Water Commission—and all committees of the Board of Commissioners and other bodies of the Commission that are subject to the Open Meetings Act (“Subsidiary Bodies”)—comply with the requirements for closed sessions.
  
- II. CLOSED MEETING MINUTES. Minutes of a closed meeting shall comply with the same requirements applicable to minutes for an open meeting. They shall include, at a minimum, the date, time and place of the meeting; the members of the public body that are present and those that are absent; a summary of discussion on all matters proposed, deliberated or decided; and a record of any votes taken. The Open Meetings Act exemption or exemptions applicable to the closed session should be identified in the minutes of the closed session. Minutes of closed meetings shall not be released for public inspection to the extent that there is a need to preserve confidentiality of matters stated in those minutes.
  
- III. CLOSED MEETING VERBATIM RECORDS. A verbatim record of each closed meeting is required and shall be subject to the following requirements:
  - A. Recordings. Verbatim records shall be made by audio or video recording. Each recording shall be labeled with the name of the meeting body and the date, time and place of the meeting. A statement identifying each participant and the purposes for the closed meeting should be made at the beginning of the closed meeting.
  
  - B. Confidentiality. All verbatim records of closed meetings are hereby declared to be confidential and not subject to release except pursuant to this Policy or as required by law.
  
  - C. Duties of Clerk or Designee. The Clerk, or his or her designee, shall be responsible for creating the verbatim record. After a closed meeting, the verbatim record shall be delivered immediately to the Clerk for storage in a secure location within the DuPage Pumping Station. The Clerk shall be responsible for maintaining, storing and restricting access to all verbatim records.
  
  - D. Access to Verbatim Records. No individual, nor the Board of Commissioners, nor any Subsidiary Body shall have access to any verbatim record of any closed session unless approved by one of the following specific methods:

1. Individual Access. Unless otherwise required by law, no individual, including any member of the Board of Commissioners or any Subsidiary Body, shall have access to any verbatim record unless specifically approved by an affirmative majority vote of Board of Commissioners taken at an open meeting. An individual who is granted the right to access a verbatim record shall do so only at DuPage Pumping Station and in the presence of the Clerk or his or her designee. No verbatim record shall be copied or taken out of the DuPage Pumping Station except as specifically allowed in this Policy or as otherwise required by law.
  2. Subsidiary Body Review. A Subsidiary Body may access a verbatim record of one of its closed meetings only by an affirmative majority vote, taken at an open meeting, of all members of that Subsidiary Body then holding office. A Subsidiary Body shall review a verbatim record only at a duly noticed closed meeting of that Subsidiary Body.
  3. Board of Commissioners Review. The Board of Commissioners may access a verbatim record of one of its closed meetings or of a closed meeting of any Subsidiary Body only by an affirmative majority vote of the Board of Commissioners taken at an open meeting. The Board of Commissioners shall review a verbatim record only at a duly noticed closed meeting of the Board.
  4. Clerk. The Clerk shall have access at all times to all verbatim records for purpose of ensuring their proper care and protection. The Clerk may review a verbatim record, however, only if authorized to do so by an affirmative majority vote of the Board of Commissioners taken at an open meeting.
  5. Court. If the Commission is directed by a court order issued in accordance with Section 2.06 of the Open Meetings Act, 5 ILCS 120/2.06, to deliver a verbatim record, then the Clerk or his or her designee shall deliver the relevant verbatim record to the court, after that record has been reviewed by the Commission's General Counsel or.
- E. Verbatim Record Not Official Record. A verbatim record shall not be part of the official public record of any meeting. Rather, the approved minutes are to be deemed the official record of the meeting.
- F. Notification of Destruction of Verbatim Record. On a regular basis, the Clerk shall provide a written notice listing all verbatim records that are scheduled for destruction (the "Notice of Destruction"). The Notice shall be in a form substantially the same as the form attached as Exhibit 1 to this Policy. The Notice shall be given to (1) the members of the Board of Commissioners, (2) the members of the Subsidiary Body (if the verbatim record was created at a closed meeting of that Subsidiary Body), (3) the General Manager, and (4) the



Commission's General Counsel. The Notice shall include a copy of the approved minutes for each verbatim record scheduled for destruction.

G. Objection to Destruction.

1. Deadline for Objection. A written objection to the destruction of a verbatim record shall be filed with the Clerk within seven days after the date of a Notice of Destruction, or at least three days before the destruction date set forth in that Notice, whichever is later.
2. Who May Object: The Chairman or any Commissioner may object to the destruction of any verbatim record of a closed session of the Board of Commissioners or of any Subsidiary Body. A member of a Subsidiary Body may object to destruction of a verbatim record only of a closed session of that Subsidiary Body.

H. Destruction of Verbatim Record if No Objection. Unless a timely written objection to the destruction of a verbatim record is filed with the Clerk in accordance with Section III.G of this Policy, the Clerk shall erase or otherwise destroy each verbatim record listed in the Notice of Destruction on the date set forth in the Notice. No verbatim record shall be erased or otherwise destroyed unless the Clerk certifies that (1) the verbatim record was created at a closed meeting that was concluded at least 18 months prior to the date of destruction and (2) there exists approved minutes of that closed meeting.

I. Procedure When Objection. The following procedure shall apply when a timely objection to destruction is received by the Clerk:

1. Notice of Objection. The Clerk shall promptly send notice of the objection to all parties who received the Notice of Destruction.
2. Deliberation on Objection. At a closed session of the Board of Commissioners or Subsidiary Body scheduled promptly after receipt of an objection, the Board of Commissioners or Subsidiary Body shall determine whether destruction of the verbatim record should be delayed. That decision shall require the vote set forth in the next Section III.I.3 of this Policy. If the required vote to delay destruction is not obtained, then the verbatim record shall be destroyed immediately by the Clerk in accordance with Section III.H of this Policy; provided, however, that no verbatim record of a Subsidiary Body shall be destroyed if either the Subsidiary Body or the Board of Commissioners votes to delay its destruction.
3. Required Vote to Delay Destruction. The destruction of a verbatim record shall be delayed only if: (i) the Board of Commissioners, by an affirmative majority vote, or (ii) the Subsidiary Body, by an affirmative

vote of three-fourths of the members of the Subsidiary Body then holding office, authorizes delay of that destruction.

- J. Procedure When Destruction Delayed. If the destruction of a verbatim record has been delayed pursuant to Section III.I of this Policy, then the Board of Commissioners and/or the Subsidiary Body, if any, that voted to delay destruction shall review the verbatim record in closed session. After that review, the reviewing body shall determine either: (1) that the verbatim record should be destroyed, or (2) that the verbatim record may be released pursuant to Section IV of this Policy, or (3) that the destruction of the verbatim record ought to be delayed to a date certain.

No verbatim record shall be destroyed if the Board of Commissioners or the Subsidiary Body, if any, determines that destruction should be delayed or released pursuant to Section IV of this Policy.

If destruction of a verbatim record is delayed to a date certain, then the Clerk shall provide a new Notice of Destruction for that verbatim record in accordance with Section III.F of this Policy.

#### IV. Review and Release of Closed Meeting Minutes and Verbatim Records.

- A. Review of Minutes. Not less than twice each year, the Board of Commissioners and each Subsidiary Body shall review its closed meeting minutes to determine if they are eligible for release to the public. In its review, the Board of Commissioners or Subsidiary Body shall determine if the minutes contain information that continues to require confidential treatment. Only portions of written minutes that no longer require confidential treatment shall be released. Written minutes shall not be released unless approved by an affirmative majority vote of the Board of Commissioners or Subsidiary Body taken in public session.
- B. Review of Verbatim Records. Pursuant to Section III.B of this Policy, verbatim records always are *per se* confidential. The Board of Commissioners or the relevant Subsidiary Body may undertake a review of a verbatim record, but only in accordance with Section III.D of this Policy. After review of the verbatim record, the Board of Commissioners or the Subsidiary Body shall require that the verbatim record remain confidential unless, after reviewing the verbatim record in its entirety, the verbatim record is approved for release by an affirmative majority vote of the Board of Commissioners or, for a verbatim record of a Subsidiary Body, by an affirmative vote of three-fourths of the members of that Subsidiary Body then holding office. All such votes shall be taken in open session. (Last amended on October 12, 2006 by Ordinance No. O-11-06).

**EXHIBIT 1**

**NOTICE OF PENDING DESTRUCTION OF VERBATIM RECORDS**

***[DATE]***

To: Board of Commissioners  
*[Relevant Subsidiary Body]*  
General Manager  
General Counsel

Subject: Notice of Impending Destruction of Verbatim Records

***CONFIDENTIAL/PRIVILEGED***

As required by the Illinois Open Meetings Act, the Office of the Clerk has been charged with the safekeeping of all verbatim records of all closed meetings of the Board of Commissioners and other bodies of the Commission subject to the Illinois Open Meetings Act.

Pursuant to the Open Meetings Act and to the "Closed Session Minutes and Verbatim Records Policy" of the Commission (the "Policy"), the confidential verbatim records listed below are eligible for destruction.

<u>Public Body</u>	<u>Date of Meeting</u>	<u>Proposed Destruction Date</u>

I hereby certify that (1) the relevant public bodies have previously approved written minutes of the closed meetings to which the verbatim records listed in this Notice were prepared and that those minutes are attached, and (2) the closed meetings to which the verbatim records listed in this Notice relate were concluded at least 18 months prior to the Proposed Destruction Date for those verbatim records.

The Office of the Clerk shall destroy the verbatim records listed in this Notice in accordance with the Policy, unless a written objection is filed with the Office of the Clerk within seven days after the date of this notice or not less than three days prior to the Proposed Destruction Date set forth above, whichever is later.

Clerk \_\_\_\_\_



**Resolution #:** R-11-24

**Account:** 01-60-661101

**Approvals:** *Author / Manager / Finance / Admin*

**PDM - - PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/7/2024

**Description:** Recommendation to Renew Chicago Water Contract 17 years

**Agenda Section:** Administration Committee

**Originating Department:** Administration

The DuPage Water Commission/City of Chicago Water Supply Contract will expire on March 19, 2024. Prior to that date, it is necessary for the DWC to take action to either 1) extend the current contract or 2) execute a new contract with the City of Chicago.

DWC has been earnestly attempting to engage the City of Chicago in meaningful negotiations for several years, but very little progress was made with the former Chicago administration. While the new administration has been more involved, it has become clear that a favorable contract will not be formalized prior to the expiration date of the current contract. To date, all contract positions taken by the City of Chicago are less favorable than the terms of the current contract.

Therefore, DWC recommends renewal of the current contract according to Section I.1 of the current contract. This section affords DWC the right to unilaterally extend the contract for no less than 10 years and no more than 40 years. Exercising this right will retain the current "favored nations" clause which would be applied in the event that another water purchaser receives water at a lower rate during the extension term and would retain other conditions more favorable in the current contract. DWC intends to continue to engage the City of Chicago in contract negotiations during the renewal period, in an effort to develop a favorable long-term contract.

That said, the length of the Chicago contract extension should be established to facilitate construction of a new source water system should that alternative remain most favorable. DWC previously received a study which indicates that construction of a new Alternative Source Water Project to access Lake Michigan water directly is technically feasible and financially viable. Secondary analysis indicated that engagement with other regional partners, including but not limited to the Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) and the Northwest Water Commission (NWC) improves the financial viability of the project. DWC continues to engage with these parties and others to advance a regional alternative to suburban source water supply.

Following refinement of the Carollo report for the joint “North” route with NSMJAWA and NWC, DWC engaged the engineering firm of Burns & McDonnell to perform a peer review to validate the conclusions and to engage in an analysis to confirm that assumptions and parameters are appropriate for this level of evaluation; both summary memoranda are attached for reference. This activity was effective in providing additional context for the project and provided in-depth analysis of the primary cost and schedule components of the project. It should be noted that this analysis included participatory flow data from the Northwest Water Commission, which has elected not to further participate in the project; therefore, the study will be revised one more time - which will impact proposed design capacity, as well as the scale and cost for the project. Cost data is included in the summary memos and will be further refined in the following study.

Of primary importance to the decision regarding the Chicago contract, however, is concurrence regarding the time of construction – as this data will inform the appropriate length of the Chicago contract extension. This project will be regional in scope and logistically complex, so it is of paramount importance to apply a time extension that can reasonably accommodate design, construction, and commissioning of the new source water system. In this regard, both consultants concur that the project could reasonably be expected to be completed within 17 years, with Carollo indicating “...an estimated project completion date of January 2039” and Burns & McDonnell noting “...approximately 16.5 years from August 1, 2022 to January 26, 2039 – is reasonable but leans toward optimistic.” Staff concurs that the project can be expected to be completed within 17 years and notes that the commencement of the project is tied to the 2022 beginning of the study. In recognition of these factors and the complexity of non-engineering elements, staff recommends an extension of the Chicago contract for a period of 17 years, to the date of March 19, 2041.

**Recommended Motion:**

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It is recommended that Resolution R-11-24 be approved, authorizing a 17-year renewal of the current DWC-Chicago Water Supply Contract (# 28492) under current terms to the date of March 19, 2041; and authorizing DWC Chairman Zay to execute the notice of extension and direct Special Legal Counsel Mara Georges to deliver the notice to the City of Chicago by hand-delivery and mail.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-11-24**

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A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A NOTICE OF EXERCISE OF OPTION TO RENEW WATER SUPPLY CONTRACT WITH THE CITY OF CHICAGO

WHEREAS, the DuPage Water Commission (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 previously entered into a Water Purchase and Sale Contract (the “Contract”) with the City of Chicago (the “City”), which will expire on March 19, 2024;

WHEREAS, the Contract grants the Commission the option to renew or extend the Contract on the same terms and conditions by providing written notice of such renewal or extension to the City;

WHEREAS, by agreement of the City, the Commission must provide the written notice to renew or extend the Contract not later than March 19, 2024;

WHEREAS, the Commission deems it to be in the best interests of the Commission to renew the Contract on its same terms and conditions for a renewal term of seventeen 17 years, until March 19, 2041.

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.

SECTION TWO: The Commission hereby approves renewal of the Contract on its same terms and conditions for a renewal term of seventeen (17) years, until March 19, 2041, and further approves and authorizes the Notice of Option to Renew Water Supply Contract No. 28492 (the “Notice”) attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1. The Commission’s

Chairman or General Manager are authorized to execute the Notice on behalf of the Commission and to send/deliver, or cause to be sent/delivered, the Notice to the City.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Resolutions/2024/R-11-24

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EXHIBIT 1

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February 16, 2024

**VIA HAND DELIVERY and E-MAIL TRANSMISSION**

The Honorable Randy Conner  
Acting Commissioner  
City of Chicago, Department of Water Management  
Jardine Water Purification Plant  
1000 East Ohio  
Chicago, IL 60611

**Re: Notice of Option to Renew Water Supply Contract No. 28492  
Between City of Chicago and DuPage Water Commission  
Entered Into March 19, 1984**

Dear Commissioner Conner:

As the transition team has likely made you aware, the City of Chicago (the “City”) and the DuPage Water Commission (the “Commission”) agreed that a timely renewal notice for Water Supply Contract No. 28492 between the City and the Commission may be provided by the Commission to the City by no later than March 19, 2024. See Letter from Former-Commissioner Andrea R.H. Cheng, dated August 9, 2023, attached hereto.

Therefore, please accept this correspondence as timely notice by the Commission of the exercise of its option to renew Water Supply Contract No. 28492 with the City for a term of seventeen (17) years from its expiration on March 19, 2024.

Thus, the parties will continue to operate under Water Supply Contract No. 28492 to and including March 19, 2041, unless otherwise agreed to.

Sincerely,

James F. Zay  
Chairman, DuPage Water Commission

*Cc: John Roberson, COO, City of Chicago  
Jill Jaworski, CFO, City of Chicago  
James McDonald, Esq., City of Chicago*



CITY OF CHICAGO



DEPARTMENT OF WATER MANAGEMENT

August 9, 2023

James F. Zay  
Chairman  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642

Re: Waiver of the Renewal Notice Deadline Date under the DuPage Water Supply Contract

Dear Chairman Zay:

The City of Chicago ("Chicago") and the DuPage Water Commission (the "Commission") entered into that certain Water Supply Contract Between the City of Chicago and the DuPage Water Commission on March 19, 1984 ("Original Water Contract"), which was subsequently supplemented by the Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station dated January 22, 2007. The term of the Original Water Contract is forty (40) years and will expire on March 19, 2024 (the "Expiration Date"), unless cancelled at an earlier date or renewed as per the provisions of Paragraph I, Section (1) of the Original Water Contract.

Paragraph I, Section (1) of the Original Water Contract provides that the Commission has the option to renew the Original Water Contract for a "...like term or lesser term of not less than ten (10) years", upon submitting written notice to Chicago, "...no less than six (6) months prior to the expiration of the then active Contract...". Consequently, the Original Water Contract requires the Commission to provide Chicago with a renewal notice by no later than September 19, 2023 (the "Original Renewal Notice Deadline Date").

Chicago and the Commission are currently negotiating the terms for the renewal of the Original Water Contract. Both parties agree that additional time is needed to negotiate and enter into the renewal of the Original Water Contract. Therefore, both parties desire to extend the Original Renewal Notice Deadline Date to make it the same date as the Expiration Date.

For purposes of engaging in negotiations regarding the renewal of the Original Water Contract, the City hereby agrees to waive the requirement in Paragraph I, Section (1) of the Original Water Contract that a renewal notice be provided by the Commission to the City by no later than September 19, 2023. The City hereby agrees that a renewal notice may be provided by the Commission to the City by no later than March 19, 2024.





CITY OF CHICAGO



DEPARTMENT OF WATER MANAGEMENT



All other terms and conditions in the Original Water Contract not affected by this letter shall remain unchanged and continue in full force and effect. Please sign where indicated below and return a fully executed copy. Your signature below indicates the acknowledgement of the Commission regarding the waiver by the City described above.

CITY OF CHICAGO,  
an Illinois home rule municipal corporation

By:    
Andrea R.H. Cheng, Ph.D., P.E.  
Commissioner of Water Management

ACKNOWLEDGED:

DUPAGE WATER COMMISSION,  
a Public Municipal Corporation

By:    
James F. Zay  
Chairman



January 29, 2024

Paul D. May, P.E.  
General Manager  
DuPage Water Commission  
600 E Butterfield Rd  
Elmhurst, IL 60126

Re: Review of Alternative Water Supply Study Report

Dear Mr. May:

Burns & McDonnell Engineering Co., Inc. (Burns & McDonnell) was retained by the DuPage Water Commission (DPWC) to support its efforts to evaluate the reasonableness of the *Alternative Water Supply Study Report* developed by Carollo Engineers, Inc. (Carollo). This letter provides the background of the report, the methodology and focus of our review, and a summary of key comments. See Attachment 1 for a full disposition of comments.

## Background

In July 2022, the DuPage Water Commission (DPWC) engaged Carollo to evaluate the potential of developing an alternative water supply system (AWSS) to replace its current purchase agreement with the Chicago Department of Water Management (Chicago). Carollo completed a series of evaluations summarized in the *Alternative Water Supply Study Report* that was presented to DPWC's commissioners in April 2023. The study established the design criteria, conceptual design, project schedule, project cost, and water unit cost forecasts for the AWSS. The report concluded that multiple cost-effective alternative locations and conveyance routes could feasibly provide water at a lower unit cost than the forecasted rates resulting from the continued purchase of water from Chicago under the current rate-setting methodology.

Since the presentation of the *Alternative Water Supply Study Report*, DPWC has been discussing the potential of expanding the AWSS to include other neighboring agencies and communities. To support these discussions, DPWC requested that Carollo update the report to evaluate the increased scale (e.g., water treatment plant, tunnels, flow conditions, etc.) of the AWSS based on a three-way joint partnership involving DPWC, the Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) and the Northwest Water Commission (NWC).

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### ***Methodology***

Burns & McDonnell led this review with specialty technical support from Mott MacDonald, LLC on tunnel-related items. The team's approach to this review was to become generally familiar with the project goals and proposed elements of the AWSS in the context of our experience with similar mega-projects in the industry at an equivalent stage of maturity. Through the sampling of key documents and discussion with potential project participants, the focus was to identify potential evaluation gaps and positive elements that can be further leveraged as the AWSS progresses. Comments have been provided regarding the reasonableness of the proposed plan, including the identification of potential risks or opportunities. Additionally, comments have been provided regarding the reasonableness of the conceptual capital cost estimates with respect to the scope and schedule.

The partnership implementation scenario involves the selection of a North Route conveyance alternative due to proximity constraints associated with connection to the NSMJAWA and NWC transmission systems. Accordingly, Burns & McDonnell's review focused on the North Route and water treatment plant associated with the partnership alternative described in the updated report completed by Carollo. Comments specific to the North Route, Central Route, and South Route for the DPWC-only alternatives, if any, are minimal and were not the focus of this review.

### ***Information and Documents Provided For Review***

The following information and documents provided by Carollo were the main items reviewed to support the development of comments. Dates listed indicate the version provided for review. Some items were updated by Carollo in December 2023 or January 2024 following meetings to discuss the original review comments.

- Alternative Water Supply Study Report, April 2023 (Draft)
- Technical Memorandum 8 Expanded Alternative Water Supply System, August 2023 (Draft)
  - Updated Project Schedule, December 11, 2023
  - Updated Table 8.7, January 2024
  - Updated Appendix C, January 2024
- Preliminary Estimate of Probable Maximum Cost, July 2023
- Expanded Alternative Water Supply Conceptual Route (Google Earth)



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### ***Review Meetings***

Review meetings involving representatives from DPWC, NSMJAWA, NWC, Carollo, and Burns & McDonnell in October, November, and December 2023. The purpose of these meetings was to discuss this report, review major findings, and confirm suggested actions. Carollo updated the *Alternative Water Supply Study Report* as a result of the discussions.

### **Summary of Comments**

A full disposition of comments identified during the review is presented in Attachment 1. Comments were categorized as Tier 1 (significant), Tier 2 (moderate), and Tier 3 (minor). A summary of our major comments is provided below.

- The technical basis of the *Alternative Water Supply Study Report* by Carollo was developed through a conceptual planning effort using a methodology that follows typical practice for a feasibility study. The document provides a solid basis for considering the implementation of the AWSS at this juncture. The goals, objectives, parameters, and constraints of the project are clearly identified and organized.
- The project parameters and design criteria identified are reasonable and suitable for the current level of project definition. That said, we do believe that certain parameters and assumptions are likely conservative, and that opportunities exist for confirming key criteria or assumptions during future evaluations. For example, further evaluation to confirm the basis for the development of projected water demands and system capacity, as well as the likelihood that projected demands will be realized, is recommended. We also suggest further evaluation of the water treatment approach. See Attachment 2 for a more complete list of suggested items for further evaluation.
- The project elements identified in the report are reasonable and technically feasible. The infrastructure contemplated has been successfully implemented by others—in the Chicago region and elsewhere—and the technologies proposed are conventional and proven.
- Many of the technical, financial, legal, and political tasks and resources necessary for successful program implementation have been identified in the report and

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organized into a project schedule. The structure and framework of the schedule is reasonable and sufficiently detailed for a conceptual feasibility analysis. Consideration of the type and magnitude of support needed from a variety of professional disciplines to successfully deliver a program of this magnitude is appropriate.

- We believe that the anticipated overall duration of the project schedule—approximately 16.5 years from August 1, 2022 to January 26, 2039—is reasonable but leans toward optimistic considering our experience with and knowledge of similar programs elsewhere. For example,
  - Commissioning, startup and testing, and transition of the water source from the City of Chicago to the AWSS will be a complex undertaking. The tunnels will need to be completed in advance of the water treatment plant to provide water for these activities. The schedule in the Carollo report assumes that the completion date of the tunnels and the water treatment plant will be the same day. As a result, we believe this complexity and potential schedule impact is underappreciated in the current schedule.
  - The AWSS also contemplates what could be the largest water treatment plant constructed in North America in recent history. The schedule for design and construction of the proposed project seems optimistic based on our knowledge of other large projects. A 120 MGD water treatment plant (one-third of the proposed capacity) has a 5-year design and construction schedule (60% of what is proposed in the Carollo report). We are also aware of a 320 MGD water treatment plant currently under construction with a reported design and construction schedule that is one year longer than the 8.25-years proposed in the Carollo report. As a result, we believe that completing a 360 MGD water treatment plant in the period contemplated is unlikely.

However, we acknowledge that opportunities exist to mitigate the potential schedule impacts associated with the above items. For example, Carollo has identified the need to develop a plan for startup, commissioning, and water source transition during future phases of project planning. Additionally, the water treatment plant is no longer on the critical path, so construction could begin earlier if future project planning confirms our opinion that additional time will be

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required for that element of the program. We also believe that opportunities may exist to accelerate certain tasks under Phase 1A and Phase 1B to allow design under Phase 2 to begin more quickly—perhaps 1 to 2 years earlier—than contemplated in the Carollo report.

- We believe that the estimated capital costs identified in the Carollo report—\$3.5 billion to \$4.9 billion—are too low and suggest that a more reasonable range is \$4.8 billion to \$8.3 billion.<sup>1,2</sup> However, we believe that opportunities exist to eliminate or defer some capital costs through optimized sizing and phasing of certain project elements. For example, the capacities of certain critical infrastructure—including the tunnel and WTP—may be further refined through additional evaluation of water demands, which would result in more favorable costs. Carollo has identified additional refinement of the cost estimate as an activity to be performed during future phases of project planning.
- We also believe that identification of potential risks, and discussion of their potential impact on the project, is currently limited in the Carollo report. Significant cost and schedule impacts can be realized if technical or non-technical assumptions materialize differently than anticipated. We suggest that an exercise to develop a preliminary list of risks and their potential impact to the project be initiated to support consideration of project feasibility. We also recommend that DPWC and its partners include a sensitivity analysis of less optimistic cost and schedule scenarios to support consideration of project feasibility and validation.

### Focus of this Review

Burns & McDonnell’s comments provided herein have been completed based on review of information provided to Burns & McDonnell by the DPWC, its partners, and

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<sup>1</sup> Estimated capital costs at this level of project definition should consider the expected range of accuracy associated with a Class 5 estimate. For water treatment and pump station facilities, this is generally between -30 percent and +50 percent. For tunnels, this is generally between -50 percent and +100 percent.

<sup>2</sup> Carollo costs are presented in 2022 dollars while Burns & McDonnell costs are presented in 2023 dollars. The comparison would be \$3.5 billion to \$4.9 billion (Carollo) vs. \$4.7 billion to \$8.1 billion (Burns & McDonnell) if Burns & McDonnell costs are expressed in 2022 dollars.



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Carollo. Burns & McDonnell has relied on the information provided by others in the performance of its services and applied engineering judgement based on experience. However, an exhaustive review of the project data or technical basis of the AWSS was not performed, as Burns & McDonnell's services are not for the purpose of performing quality assurance and/or quality control of deliverables provided by others. Burns & McDonnell is assisting the DPWC and partner organizations in efforts to implement the AWSS, but its services are not intended to, and cannot, eliminate all risk or guarantee an efficient or best value program and/or projects. Rather, the services provided by Burns & McDonnell are for the purpose of assisting with efforts to evaluate the reasonableness of the AWSS by providing additional professional perspective for DPWC and its partners' consideration and action.

Estimates, schedules, forecasts, and projections, if any, prepared by Burns & McDonnell are opinions based on Burns & McDonnell's experience, qualifications, and judgment as a professional. Since Burns & McDonnell has no control over weather conditions, costs and availability of labor, material and equipment, fuel or other utilities, labor productivity, construction contractor's procedures and methods, unforeseen conditions, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Burns & McDonnell does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Burns & McDonnell.

Burns & McDonnell appreciates the opportunity to support the DPWC and its partners as part of this important undertaking. Please contact me if you have any questions or would like to discuss our comments further.

Sincerely,

Burns & McDonnell Engineering Company, Inc.



Joseph M. Darlington, P.E.  
Program Manager



## PROJECT MEMORANDUM

DUPAGE WATER COMMISSION

### Alternative Water Supply Study

**Date:** January 25<sup>th</sup>, 2024  
**Prepared By:** Matt Sokolowski, Len Rago, Mike Morris  
**Subject:** Technical Memoranda Peer Review Updates

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#### 1.1 Purpose

The purpose of this document is to summarize final responses to the peer review comments received from Burns & McDonnell on September 27<sup>th</sup>, 2023, and to provide updates to the original peer review comment response memorandum prepared by Carollo, dated October 13<sup>th</sup>, 2023. The comment disposition log with updated draft responses is attached as **Exhibit A**.

This comment disposition log was reviewed and discussed during peer review coordination meetings held on the following dates:

- November 2<sup>nd</sup>, 2023
- November 28<sup>th</sup>, 2023
- December 19<sup>th</sup>, 2023

Updates to the project schedule and cost are included in this project memorandum based on these discussions and represent Carollo's current opinion of the probable schedule and cost for the alternative water supply project.

#### 1.2 Schedule

The project schedule has been updated based on discussions held during the peer review coordination meetings and based on evaluations of additional reference projects. The updated schedule is attached as **Exhibit B**. The updates to the schedule result in an overall project duration extension of two years, with an updated projected final completion date of January 2039. Modifications to the original schedule have been highlighted in yellow and are summarized below:

- Item 23 and 24 (Project Off Ramp in Phase 0 and approval to proceed with Phase 1) have been accelerated to finish concurrently with the other Phase 0 tasks. This would result in Phase 1A starting in Late January 2024.

- Items 38-42 (engage other Phase 1 consultants) have been accelerated to occur simultaneously with the formation of the project advisory team. This is still likely conservative as many of these are already underway.
- Items 44-47 (project financing and budget items) were accelerated based on the funding evaluations and financial models occurring concurrently and being accelerated to 3 months instead of 6.
- Item 57 (Project development report) was shifted up to finish at the same time as the financial models.
- Item 60 (Early Engagement with Other Utilities) was adjusted back to the beginning of Phase 1A as this task is already currently underway.
- Items 61-63 (PR plans and final identification of members) were adjusted to occur concurrently.
- Items 68-71 were identified as potentially being able to be shortened as the acquisition discussions have already begun, however we agreed to leave them as is for conservative assumption.
- Items 77, 78, and 80 (Basis of Design/Geotechnical borings, Peer Review) were adjusted so that peer review began midway through development of the CIP and Basis of Design report and finished concurrently with project validation.
- Items 95-96 (referendum and project off ramp) were accelerated to end concurrently with the program management plan for Phase 2 as these may not be required.
- Items 106-135 (raw and treated water transmission tunnels) were modified from the original presentation of a single raw water transmission tunnel and single treated water transmission tunnel activity. This change results from our team's further evaluation of the national tunneling bid market and suitable contractors that could execute this work. We acknowledge that the large scale of tunneling work will likely result in multiple contracts, which have been presented in a manner to stagger boring work to allow for more competitive bidding and to allow a single contractor to mobilize between construction phases. The design and construction durations have also been updated based on conservative assumptions of tunneling methodology. Note that by eliminating this stagger between contracts and having multiple contractors perform the work simultaneously, the overall program schedule duration can be reduced to fit within the original January 2037 completion date. These modifications to the tunneling activities result in tunnel design and construction as the critical path of Phase 2 construction activities.

### 1.3 Cost

A summary of updated estimated project capital costs is presented in Table 1. Updates to the estimated project capital cost are summarized below:

- Carollo reviewed the schedule of values for the ongoing Northeast WTP Expansion currently in construction in Houston, Texas. Carollo is serving as the Program Manager for this project, which involves a 320 mgd expansion of an existing 80 mgd facility. Carollo added relevant unit process references from the project to the cost estimate spreadsheet originally presented in Appendix C of TM 8. These unit process references were adjusted for facility size (360 mgd vs. 320 mgd for Houston) and RS Means location factors (118.6 vs. 85.8 for Houston). No adjustment was made for time escalation as midpoint of construction for the project is estimated to have occurred in late 2022, which is in line with the time of the original cost estimate prepared for the Alternative Water Supply Study. The addition of these unit process data points results in an increase in the mid value cost estimate of

approximately 5%. Note that there were several unit processes with the Northeast WTP Expansion that would not be relevant to this project due to the higher quality source water occurring in Lake Michigan. Carollo's program managers also identified additional factors that drive higher cost in the Northeast WTP Expansion including more conservative structural design for hurricane resistance, increased yard piping costs resulting from conservative redundancy for interconnects between unit process trains throughout the plant, and general more conservative operating parameters based on poorer source water quality. These factors all resulted in Carollo's decision to present costs from the Northeast WTP Expansion as an individual data point to be incorporated into the overall cost estimate, rather than to compare the project's original estimated costs to the Northeast WTP Expansion alone.

- Cost estimates for the raw and finished water tunnels were re-evaluated with unit cost updates based on additional reference projects and additional consultation with ongoing tunnel project resources. These updates result in a 58% increase in the estimated cost of finished water tunnels and a 35% increase in the estimated cost of raw water tunnels. Many of these costs are the result of recent increases in labor and materials, specifically for tunnel lining.
- Construction contingency was updated to 30% for high, mid, and low value estimates for the Water Treatment Plant, NSMJAWA Connection/Pump Station/Storage, and NWC Connection/Transmission Pipeline. Note that a contingency factor of +30% for the high value estimate and -15% of the low value estimate of the transmission tunnels was used based on a detailed takeoff approach for generation of the mid value estimate of the tunnel costs. This is unchanged from the original methodology presented in TM 8 for the tunnels.

The updates to the estimated mid value project capital costs result in an approximately 32% increase from the estimated project capital costs presented in TM 8. A comparison of the updated estimates provided by the Carollo/Brierley team and the estimates provided by Burns & McDonnell/Mott MacDonald is attached as **Exhibit C**. While a difference of opinion on costs of certain project components remains, Carollo is comfortable with the updates to the costs presented in Table 1 based on the reference projects and data points used to generate these estimates and recommends that these costs be used in an update to TM 8 to estimate water unit costs based on these updates. During Phase 1A, additional refinement of the cost estimate will be performed based on additional available information and more detailed project definition beyond the current scope of the Alternative Water Supply Study.

Table 1 Updated Overall Capital Cost Summary – Expanded Alternative Water Supply System

Component	Low Value	Mid Value	High Value
WTP <sup>(1)</sup>	\$1,326,000,000	\$1,517,000,000	\$1,621,000,000
WTP Site Acquisition	\$43,560,000	\$103,460,000	\$163,350,000
Raw Water Tunnel/Intake <sup>(1)</sup>	\$505,032,000	\$594,155,000	\$772,402,000
Raw Water Tunnel Easements	\$8,889,000	\$8,889,000	\$8,889,000
Finished Water Tunnel <sup>(1)</sup>	\$852,473,000	\$1,002,909,000	\$1,303,782,000
Finished Water Tunnel Easements	\$20,245,000	\$20,245,000	\$20,245,000
NSMJAWA Connection, Pump Station, and 20 MG Storage <sup>(1)</sup>	\$64,571,000	\$74,152,000	\$84,643,000
NWC Connection and Transmission Pipeline <sup>(1)</sup>	\$16,673,000	\$19,614,000	\$25,500,000
<b>Capital Construction Cost</b>	<b>\$2,837,443,000</b>	<b>\$3,340,424,000</b>	<b>\$3,999,811,000</b>
Engineering <sup>(2)</sup>	\$552,950,000	\$641,586,000	\$761,485,000
Program Management <sup>(3)</sup>	\$110,590,000	\$128,317,000	\$152,297,000
<b>Total Capital Cost</b>	<b>\$3,500,983,000</b>	<b>\$4,110,327,000</b>	<b>\$4,913,593,000</b>

Notes:

(1) These capital costs include contingency (30%)

(2) Engineering assumed at 20 percent of Capital Construction Cost (Non land acquisition/easements).

(3) Program Management assumed at 4 percent of Capital Construction Cost (Non land acquisition/easements).

## 1.4 Other Risks

Other risks identified during the peer review include comments on detailed design criteria, alternative project delivery methods, and further risk assessment of funding sources and regulatory coordination. Carollo acknowledges these comments and has provided responses that these considerations will be addressed in Phase 1A during more detailed evaluations beyond the current scope of the Alternative Water Supply Study.

## 1.5 Conclusions

The updates to the project schedule and cost estimate are based on the peer review comments provided by Burns & McDonnell and Mott MacDonald. These comments have been thoroughly reviewed through peer review coordination meetings with DuPage Water Commission. This schedule and capital cost estimate will be incorporated into an updated version of TM 8 to provide DuPage Water Commission and its partners with additional information to make an informed decision on how to proceed with the Alternative Water Supply Study.



**Resolution #:** R-16-24

**Account:** N/A

**Approvals:** *Author / Manager / Finance / Admin*

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/6/2024

**Description:** Recommendation to approve Addendum to Water Purchase and Sale Contract with Aqua Illinois, Inc

**Agenda Section:** Administration Committee

**Originating Department:** Administration

At the January 18, 2024 Board of Commissioners meeting, the DWC-Customer contract was approved, providing a contract for service between the DuPage Water Commission and 30 public and private customers for the next 40 year period. The DuPage Water Commission services our 30 customers through 84 delivery stations, the majority of which are directly connected to the DWC water transmission main system.

Aqua Illinois was the last “subsequent customer” added under the previous contract (10/2022). As such, there exists an interim delivery agreement between the Village of Oak Brook, Aqua Illinois, and DWC which prescribes the method of delivery during the interim period, and defines a timeframe for the construction of ancillary infrastructure improvements necessary for contract compliance and permanent construction of permanent metering facilities. This temporary arrangement is similar to the wheeling agreements for the Illinois American accounts, with the exception that Oak Brook facilities are utilized for pass-through billing until the permanent metering facilities are constructed. The attached addendum recognizes and memorializes the same.

### **Recommended Motion:**

It is recommended that Resolution R-16-24 be approved, authorizing the execution of the addendum to the Water Purchase and Sale agreement between the DuPage Water Commission and Aqua Illinois, Inc.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-16-24**

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A RESOLUTION APPROVING AN ADDENDUM TO WATER PURCHASE AND SALE CONTRACT BETWEEN DUPAGE WATER COMMISSION AND AQUA ILLINOIS, INC.

WHEREAS, the DuPage Water Commission (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 and Aqua Illinois, Inc., (“Aqua”) previously entered into a Water Purchase and Sale Contract (the “Contract”) whereby the Commission agreed to sell water to Aqua;

WHEREAS, Aqua and the Village of Oak Brook previously entered into an Interim Delivery Agreement which provides for water obtained from the Commission to be delivered to Aqua on an interim basis through the Village water system;

WHEREAS, the Commission and Aqua desire and intend to enter into an Addendum to the Water Purchase and Sale Contract (the “Addendum”) (attached hereto as Exhibit 1 and incorporated as if fully set forth herein); and

WHEREAS, Aqua has approved and executed the Addendum;

WHEREAS, the Commission deems it to be in the best interests of the Commission to approve and enter into the Addendum.

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.

SECTION TWO: The Addendum to Water Purchase and Sale Contract attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and hereby is approved and ratified. The Chairman is authorized to execute the Addendum on behalf of the Commission.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk



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EXHIBIT 1

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## ADDENDUM TO WATER PURCHASE AND SALE CONTRACT

This Addendum to Water Purchase and Sale Contract (“Addendum”) is dated as of \_\_\_\_\_, by and between the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission") and Aqua Illinois, Inc. (“Aqua”).

**WHEREAS**, the Commission and Aqua are parties to that certain *Water Purchase and Sale Contract* (“Agreement”), dated as of January 18, 2024.

**WHEREAS**, the Agreement, aside from the Commission and Aqua, includes other parties (“Contract Customers”).

**WHEREAS**, there are terms and conditions needed specific to the Aqua Oak Brook System that are not applicable to the other Contract Customers.

**WHEREAS**, the Village of Oak Brook, an Illinois municipal corporation (“Village”) and Aqua are parties to that certain *Interim Delivery Agreement Among the Village of Oak Brook and Aqua Illinois, Inc.*, dated November 29, 2022 (“Interim Delivery Agreement”), to which the Commission is a signatory approving the form as an intended third-party beneficiary.

**WHEREAS**, the Interim Delivery Agreement provides for the purchase of Commission supplied Lake Water by Aqua for its Oak Brook System directly from the Village and delivered through the Village water system on an interim basis.

**WHEREAS**, among other things, Aqua and the Commission have previously agreed on terms and conditions for Permanent Connection Facilities (as defined herein) for delivery of Commission supplied Lake Water subsequent to an interim basis.

**WHEREAS**, Aqua has paid to the Commission a cash deposit of two million one hundred and four thousand four hundred and thirty-eight dollars (\$2,104,438.00) (“Cash Deposit”).

**WHEREAS**, the Commission and Aqua intend to address the terms and conditions of such Permanent Connection Facilities (as defined herein) for the Aqua Oak Brook System (a map of the Aqua Oak Brook System service Area is attached hereto and incorporated herein as Exhibit A-2) and other matters herein.

**WHEFORE**, the Commission and Aqua hereby supplement and amend the Agreement as set forth herein.

1. Interim Water Deliveries.

- a. Until such time as the Permanent Connection Facilities, as defined in section two (2) of this Addendum, become operational, via connection to the Aqua Oak Brook System to the Commission Facilities (the "Direct Connection Facilities") or any

wheeling arrangement with another Contract Customer, Interim Water Deliveries pursuant to the Interim Delivery Agreement shall be treated as water purchased by Aqua from the Village pursuant to the Interim Delivery Agreement which shall serve as an Alternate Delivery on an interim basis, provided however that unless otherwise agreed in writing by the Commission, Aqua shall within three (3) years of the date of this Addendum have in place Direct Connection Facilities pursuant to Subsection 2A or a permanent arrangement for Alternate Delivery pursuant to Subsection 2B.

- b. Notwithstanding any requirement of the Addendum to the contrary, the Commission shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the Commission's point of delivery to the Village System, and title to all such water supplied by the Commission shall remain in the Commission to the point of delivery to the Village System and thereupon shall pass to the Village and/or Aqua.
2. Permanent Connection Facilities. The Permanent Connection Facilities shall be either one of Direct Connection Facilities or Alternate Delivery Facilities as described herein.
- a. Direct Connection Facilities. Aqua, at its own expense and pursuant to the schedule established herein shall site, design, construct, operate, and maintain the Direct Connection Facilities as described herein, including a pressure adjusting station immediately downstream from the Point of Delivery. Initial design and construction plans and specifications for the Direct Connection Facilities to the Aqua-Oak Brook System (and any future modifications thereof) shall be submitted in advance of construction (or modification) to the Commission for review and approval, which approval shall not be unreasonably withheld.
    - i. Plans and Specifications. Aqua shall prepare and submit to the Commission for its review and approval, complete detailed plans, specifications, and construction contract documents for the Direct Connection Facilities not later than 36 weeks after the execution of this Addendum, unless otherwise agreed by the Commission in writing. The Commission shall endeavor to provide its comments and revisions, to Aqua within 28 days after receipt of such documents. Aqua shall incorporate all required changes to such documents within 28 days after receipt of the Commission's comments and revisions. (Preliminary Plans for the Aqua-Oak Brook System Service Area metering station locations are attached hereto and incorporated herein as Exhibit B-1)
    - ii. IEPA and Other Approvals for Aqua-Oak Brook System Connection Facilities. Aqua shall, within 28 days after receipt of the Commission's comments and revisions pursuant to Subsection 2.a.i. above, submit such finally revised documents for approval and permitting to the Illinois

Environmental Protection Agency (the "IEPA") and every other federal, state, or local governmental body having jurisdiction over any element of the Direct Connection Facilities, and shall diligently pursue each such approval and permit until it is secured.

- iii. Commencement of Construction of Direct Connection Facilities. Aqua shall cause construction of the Direct Connection Facilities to be commenced within 28 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the Direct Connection Facilities, whichever is later. Aqua shall cause construction to be completed within three years of the effective date of this Addendum.
- b. Alternate Delivery Facilities. The Commission and Aqua acknowledge that Aqua may negotiate, within one year of the date of this Addendum or longer if agreed in writing by the Commission, with one or more Contract Customers for delivery of Lake Water purchased from the Commission through facilities owned by such Contract Customer to the Aqua-Oak Brook System ("Alternate Delivery") in which case the provision of Subsection 2.a shall no longer apply. Aqua shall not enter into any agreement for Alternate Delivery, and no such agreement shall affect the terms of this Addendum, except after such agreement has been approved in writing by the Commission.
  - i. Such Alternate Delivery of Lake Water, should it become feasible for Aqua through its negotiations with Contract Customers, may affect Aqua's obligations under this Addendum to provide a site for the points of delivery and metering station pursuant to Sections 3 and 4 of the Agreement and Commission Connection Facilities pursuant to Section 2.c. of this Addendum among other possible effects. The Commission and Aqua agree that, if Aqua reaches an agreement with a Contract Customer in a form acceptable to and approved by the Commission for Alternate Delivery of Lake Water consistent with Commission Resolution No. R-13-90, entitled "A Resolution Expressing the Policy of the DuPage Water Commission Regarding Subsequent Customers," as clarified by Commission Resolution No. R-29-95, entitled "A Resolution Clarifying Resolution No. R-13-90, being "A Resolution Expressing the Policy of the DuPage Water Commission Regarding Subsequent Customers," as it may, from time to time, be amended ("Resolution No. R-13-90"), then the Commission and Aqua, by separate written contract, which may include amendments to the Agreement and this Addendum, shall establish mutually agreeable terms between them for such Alternate Delivery of Lake Water.

c. Commission Connection Facilities.

- i. Commission Connection Facilities are those portions of the Commission's Waterworks System constructed by the Commission to connect to the Aqua-Oak Brook System to the Commission Waterworks System. The Commission Connection Facilities are depicted in Exhibit B-2 to this Addendum (as such facilities may be relocated, replaced, extended, or improved from time to time). The Commission Connection Facilities include, among other items, a metering station, including pipelines and equipment appurtenant thereto, and SCADA System facilities attributable to the Aqua-Oak Brook System, including equipment appurtenant thereto.
- ii. The Commission shall cause design of the Commission Connection Facilities to be commenced within 28 days of receipt of Aqua's design of the Direct Connection Facilities or 28 days after acquisition of all rights-of-way and other property required for the installation of the Commission Connection Facilities, whichever is later. The Commission shall cause construction to be completed within 148 weeks after commencement of design as herein required or 28 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the Commission Connection Facilities, whichever is later. Aqua acknowledges and agrees, however, that the Commission may, in the exercise of its sole and absolute discretion, accelerate commencement of the design and construction of the Commission Connection Facilities, or completion of construction thereof, without in any way affecting the obligations of Aqua under this Addendum, including without limitation Aqua's payment obligations.
- iii. Transfer of Property Rights. Aqua shall grant to the Commission all necessary and insured easements or other property rights for the Commission Connection Facilities. Aqua shall within 12 weeks after execution of this Addendum, commence all actions necessary to acquire all property rights not already owned by it necessary to fulfill the requirements of this Section.
- iv. Payment of Costs. Aqua shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission for any work related to, or participation in, any regulatory proceeding which shall be required or requested of the Commission by the Illinois Department of Department of Natural Resources, Office of Water Resources, or by Aqua as a result of, or a occasioned by the costs of the design and construction of the Commission Connection Facilities. The Commission shall be entitled to reimburse itself out of the Case Deposit for the full actual

cost incurred by the Commission in connection with: (i) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Commission Connection Facilities, including without limitation equipment required for the operation of the Commission Connection Facilities and all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (ii) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement, extension, or improvement of the Commission Connection Facilities, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (iii) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, or improvement of the Commission Connection Facilities, including without limitation all legal, engineering, consulting, and administrative fees, costs, and any other expenses associated therewith or related thereto.

iv.

v. Connection Facilities Cost Payment. Aqua shall reimburse the Commission for the full actual cost incurred by the Commission in connection with the building, planning, siting and equipment for the Commission Connection Facilities (the " Commission Connection Facilities Cost").

1. Prior to the award of any construction contracts for the construction of the Commission Connection Facilities, the Cash Deposit shall be adjusted to an amount equal to 125% of the amount of the price or prices bid by the successful bidder for the Connection Facilities, as separately identified in the Schedule of Prices contained in the construction contract documents for the Commission Connection Facilities.
2. The Commission may draw upon the Cash Deposit, without the Aqua's consent, but may only employ the proceeds to pay for the Commission Connection Facilities Cost invoiced to, or otherwise documented by the Commission and the Commission shall promptly notify Aqua of any such withdrawals.
3. Aqua shall not be entitled to interest on the Cash Deposit. If at any time the Commission reasonably determines that the funds remaining in the Cash Deposit are not, or may not be, sufficient to pay in full the remaining unpaid Commission Connection Facilities

Cost, then, within 10 days following a demand by the Commission, Aqua shall increase the amount of the Cash Deposit to an amount reasonably determined by the Commission to be sufficient to pay in full the remaining unpaid Connection Facilities Cost. Failure to so increase the amount of the Cash Deposit shall be grounds for the Commission to retain a possessory lien upon any remaining balance of the Cash Deposit (as damages security) and terminate this Addendum. Upon final payment of all amounts due under all executed contracts for the design, construction, and inspection of the Commission Connection Facilities, the Commission shall release to Aqua any amounts remaining in the Cash Deposit. Aqua's obligation to make the Connection Facilities Cost payments as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to Aqua, or whether the Commission Connection Facilities are completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water.

4. If Aqua is able to negotiate a permanent Alternate Delivery through Alternative Delivery Facilities approved by the Commission, Aqua shall propose alternative costs estimate subject to the Commission's approval, and the Commission may provide an adjustment in the Cash Deposit in accordance with such estimates.
  5. Upon completion of the Commission Connection Facilities, the Commission shall pay over any remaining balance of the Cash Deposit to Aqua.
- vi. Illustrative Schedule of Events. An "Illustrative Schedule of Events" depicting, on the basis of assumptions concerning the length of time that will be required to secure various governmental approvals, the sequence of work pursuant to this Section is attached to this Addendum as Exhibit G and shall commence upon execution.
- d. Commission Remedies. In the event that Aqua does not construct the Permanent Connection Facilities in the time periods required by this Section 2, and subject to events of Force Majeure, the Commission shall have the right but not the obligation to draw on the Cash Deposit upon fourteen (14) days written notice and proceed to complete the work necessary to complete the Direct Connection Facilities with two direct connections to the Waterworks System at no cost to the Commission. To the fullest extent permitted by law, Aqua shall indemnify and

hold the Commission harmless for any claims, causes of action or third-party injuries incurred due to the Commission constructing the Direct Connection Facilities or any portion thereof. To the extent the Cash Deposit is not sufficient to cover the costs to construct the Direct Connection Facilities as set forth herein, and any other costs incurred by the Commission, including but not limited to attorneys' fees, engineering costs and land acquisition costs, Aqua shall pay the Commission within thirty (30) days of receipt of any invoice(s) the costs incurred by the Commission in excess of the remaining Cash Deposit. Further, the parties agree that the Commission shall be irreparably harmed and shall be without an adequate remedy at law if Aqua does not comply with the provisions of this Section 2 above; therefore, if the Commission so desires, it shall be entitled to a mandatory injunction requiring that Aqua complete the Direct Connection Facilities in a timely manner at Aqua's sole cost and expense. Further, Aqua shall pay the Commission any attorneys' fees and any other costs incurred by the Commission to either obtain an injunction or collect on any costs unpaid by Aqua pursuant to its failure to comply with this Section 2.

3. Storage. Prior to establishing water service from the Commission through the Permanent Connection Facilities, Aqua shall provide or cause to be provided sufficient storage capacity within the Aqua-Oak Brook System to store not less than two times the annual average daily water demand of each of the non-contiguous zones of the Aqua-Oak Brook System; provided, however, that said requirement shall be reduced by (i) an amount equal to the storage capacity maintained by the Commission in its Waterworks System multiplied by a fraction, the numerator of which is the annual average daily water demand of the Aqua-Oak Brook System zone and the denominator of which is the total annual average daily water demands of all Contract Customers. The calculation of said water storage capacity requirement for the Aqua-Oak Brook System zone is provided in Exhibit D attached to this Contract. In accordance with said requirement, Aqua, at its own expense and pursuant to the schedule established in Section 10 of this Contract, shall construct for each of the non-contiguous Aqua-Oak Brook System zones at least the amount of water storage capacity shown on Exhibit D to this Contract as the "Minimum Additional Required Storage." Such water storage capacity shall be in addition to the amount of water storage capacity shown on Exhibit D to this Contract as the "Existing Storage" in the Aqua-Oak Brook System. Aqua shall properly maintain all such water storage capacity, in a good and serviceable condition. If at any time Aqua's water storage capacity in any of the non-contiguous zones of the Aqua-Oak Brook System, including Commission storage



capacity as provided above, falls below 1.9 times the annual average daily water demand of an Aqua-Oak Brook System zone, then Aqua, within 24 months after such level of deficiency is reached, shall construct additional water storage capacity within the Aqua-Oak Brook System zone of sufficient quantity to restore the total storage capacity of the Aqua-Oak Brook System zone, including its allowances Commission storage capacity as provided above, to not less than two times the annual average daily water demand of the Aqua-Oak Brook System zone.

e. Schedule for Storage

- i. Plans and Specifications for Water Storage Facilities. Aqua shall prepare and submit to the Commission for its review and approval, complete detailed plans, specifications, and construction contract documents for the water storage facilities required to be built by Aqua within 88 weeks after execution of this Addendum. The Commission shall endeavor to provide its comments and revisions to Aqua within 28 days after receipt of such documents. Aqua shall incorporate all required changes to such documents within 28 days after receipt of the Commission's comments and revisions. The timetable established herein is subject to reasonable extension mutually agreeable to Aqua and the Commission.
  - ii. IEPA and Other Approvals for Water Storage Facilities. Aqua shall, within 28 days after receipt of the Commission's comments and revisions submit such finally revised documents for approval and permitting to the IEPA and every other federal, state, or local governmental body having jurisdiction over any element of the water storage facilities, and shall diligently pursue each such approval and permit until it is secured.
  - iii. Commencement of Construction of Water Storage Facilities. Aqua shall cause construction of the water storage facilities to be commenced within 28 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the water storage facilities. Aqua shall cause construction to be completed within three (3) years of the effective date of this Addendum.
3. Beginning of Obligations to Deliver and Receive Lake Water. The Commission shall be obligated to deliver Lake Water to the Aqua-Oak Brook System and Aqua shall be obligated to receive and pay for Lake Water delivered by the Commission immediately after completion of the Permanent Connection Facilities and the water storage capacity required pursuant to Section 3 of this Addendum; provided however that Aqua shall have the right to receive Lake Water pursuant to this Addendum prior to the completion of

construction of the aforesaid water storage capacity if (i) Aqua has entered into , and the Commission has approved, a valid and binding contract for the construction of such required water storage capacity; and (ii) actual construction of such required water storage capacity pursuant to such contract has begun and is proceeding in the regular course to completion.

4. This Addendum shall not alter, modify or change in any other respect the Agreement except as modified herein, all of the terms and provisions of the Agreement are expressly ratified and confirmed and shall remain in full force and effect.
5. The Parties agree that wherever there is any conflict between this Addendum and the Agreement, the provisions of this Addendum will control and the Agreement will be construed accordingly.

Date: \_\_\_\_\_

DUPAGE WATER COMMISSION

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

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

ATTEST: \_\_\_\_\_

Date: \_\_\_\_\_

Aqua Illinois, Inc.

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

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

ATTEST: \_\_\_\_\_

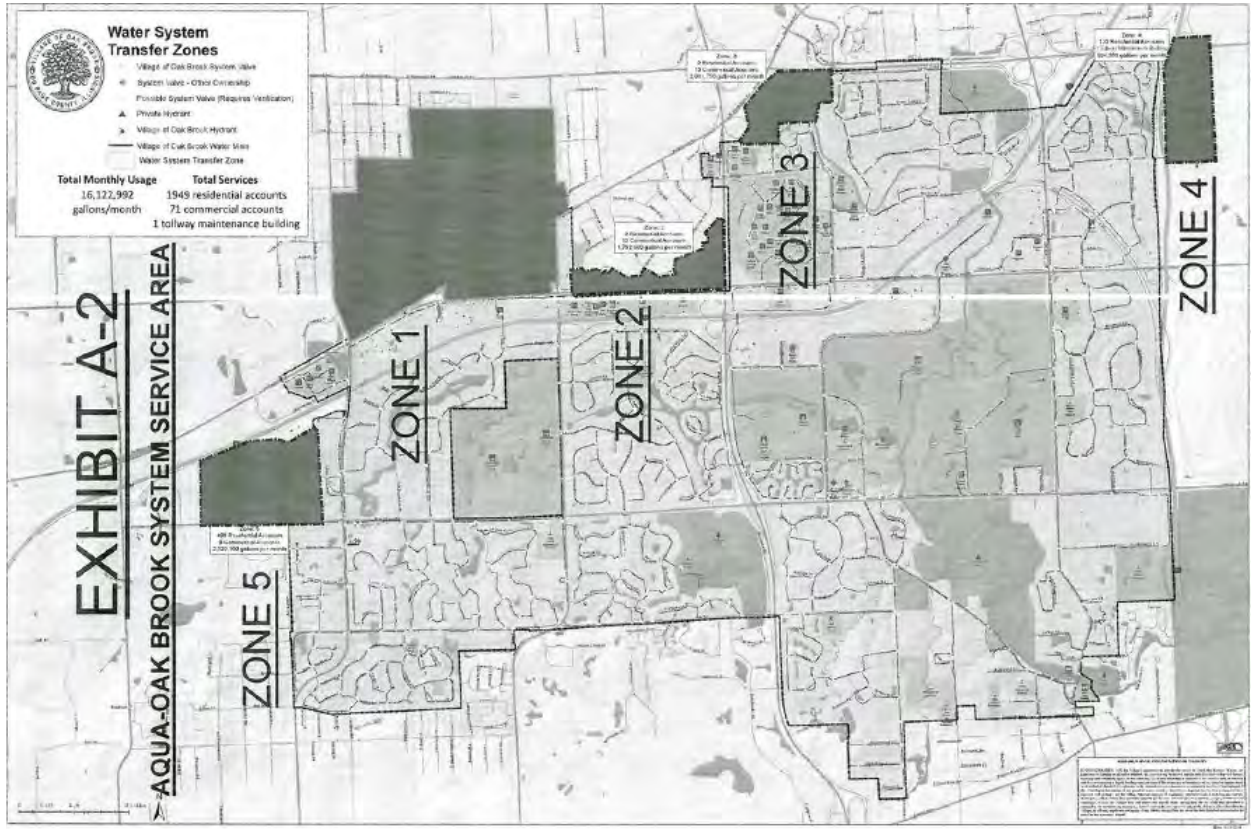


EXHIBIT B-1  
PRELIMINARY PANS FOR THE AQUA-OAK BROOK SYSTEM SERVICE AREA



AQUA IL proposes two (2) direct metering stations to serve the five (5) zones.

The first direct connect metering station will be used to serve zones 1-4. The proposed tie in location is the 36" steel main along Summit Ave. See Figure 1 for depiction of proposed site. Once all the zones are connected, this location will allow for adequate service to all customers with considerations to operating pressures and fire flow availability.



Figure 1: Connection of Zones 1-4 with Single Metering Point







EXHIBIT G  
ILLUSTRATIVE SCHEDULE OF EVENTS

CONTRACT MILESTONES (IN BOLD FONT) (TARGET CONTRACT MILESTONES UNLESS OTHERWISE APPROVED)		WEEKS									
		0	4	8	12	16	20	24	28	32	
<b>CUSTOMER CONTRACT APPROVED (EFFECTIVE DATE)</b>		[Gantt bar from week 0 to 0]									
<b>AQUA ILLINOIS DUTIES</b>											
ICC APPROVAL		[Gantt bar from week 0 to 32]									
ACQUIRE ALL PROPERTY INTERESTS FOR AQUA AND DWC		[Gantt bar from week 0 to 32]									
DESIGN INTERIM AQUA-OAK BROOK CONNECTION FACILITIES		[Gantt bar from week 0 to 32]									
IEPA APPROVALS		[Gantt bar from week 0 to 32]									
CONSTRUCT INTERIM AQUA-OAK BROOK CONNECTION FACILITIES		[Gantt bar from week 0 to 32]									
IEPA APPROVALS		[Gantt bar from week 0 to 32]									
OPERATE INTERIM AQUA-OAK BROOK CONNECTION FACILITIES (120 DAYS AFTER INTERIM AGREEMENT SIGNED)		[Gantt bar from week 0 to 32]									
<b>10.A - DESIGN PERMANENT AQUA CONNECTION FACILITIES</b>		[Gantt bar from week 0 to 32]									
10.B - IEPA APPROVALS		[Gantt bar from week 0 to 32]									
10.C - CONSTRUCT PERMANENT AQUA CONNECTION FACILITIES		[Gantt bar from week 0 to 32]									
IEPA APPROVALS		[Gantt bar from week 0 to 32]									
10.D - DESIGN WATER STORAGE FACILITIES		[Gantt bar from week 0 to 32]									
10.E - IEPA APPROVALS		[Gantt bar from week 0 to 32]									
10.F - CONSTRUCT WATER STORAGE FACILITIES		[Gantt bar from week 0 to 32]									
IEPA APPROVALS		[Gantt bar from week 0 to 32]									
DWC APPROVALS		[Gantt bar from week 0 to 32]									
<b>DWC DUTIES</b>											
10.G - APPROVE OF PROPERTY INTERESTS		[Gantt bar from week 0 to 32]									
DESIGN COMMISSION CONNECTION FACILITIES		[Gantt bar from week 0 to 32]									
IEPA APPROVALS		[Gantt bar from week 0 to 32]									
10.H - CONSTRUCT COMMISSION CONNECTION FACILITIES		[Gantt bar from week 0 to 32]									
IEPA APPROVALS		[Gantt bar from week 0 to 32]									
<b>OTHER EVENTS</b>											
PAYMENT OF CAPITAL RISK RECOVERY CHARGES (BUY-IN)		[Red box: BUY IN RISK RECOVERY FEES]									
DELIVERY OF WATER THROUGH PERMANENT CONNECTIONS		[Gantt bar from week 0 to 32]									
PAYMENT OF COSTS OF FIRST WATER BILLING CYCLE		[Gantt bar from week 0 to 32]									

CONTRACT MILESTONES IN BOLD FONT  
(TARGET CONTRACT MILESTONES UNLESS OTHERWISE APPROVED)

EXHIBIT G  
ILLUSTRATIVE SCHEDULE OF EVENTS  
WEEKS

	38	40	44	48	52	56	60	64	68
<b>CUSTOMER CONTRACT APPROVED (EFFECTIVE DATE)</b>									
<b>AQUA ILLINOIS DUTIES</b>									
ICC APPROVAL									
ACQUIRE ALL PROPERTY INTERESTS FOR AQUA AND DWC									
DESIGN INTERIM AQUA-OAK BROOK CONNECTION FACILITIES									
IEPA APPROVALS									
CONSTRUCT INTERIM AQUA-OAK BROOK CONNECTION FACILITIES									
IEPA APPROVALS									
OPERATE INTERIM AQUA-OAK BROOK CONNECTION FACILITIES (120 DAYS AFTER INTERIM AGREEMENT SIGNED)									
<b>10.A - DESIGN PERMANENT AQUA CONNECTION FACILITIES</b>									
<b>10.B - IEPA APPROVALS</b>									
<b>10.C - CONSTRUCT PERMANENT AQUA CONNECTION FACILITIES</b>									
IEPA APPROVALS									
<b>10.D - DESIGN WATER STORAGE FACILITIES</b>									
<b>10.E - IEPA APPROVALS</b>									
<b>10.F - CONSTRUCT WATER STORAGE FACILITIES</b>									
IEPA APPROVALS									
DWC APPROVALS									
<b>DWC DUTIES</b>									
<b>10.G - APPROVE OF PROPERTY INTERESTS</b>									
DESIGN COMMISSION CONNECTION FACILITIES									
IEPA APPROVALS									
<b>10.H - CONSTRUCT COMMISSION CONNECTION FACILITIES</b>									
IEPA APPROVALS									
<b>OTHER EVENTS</b>									
PAYMENT OF CAPITAL RISK RECOVERY CHARGES (BUY-IN)									
DELIVERY OF WATER THROUGH PERMANENT CONNECTIONS									
PAYMENT OF COSTS OR FIRST WATER BILLING CYCLE									



CONTRACT MILESTONES IN BOLD FONT (TARGET CONTRACT MILESTONES UNLESS OTHERWISE APPROVED)		EXHIBIT G ILLUSTRATIVE SCHEDULE OF EVENTS WEEKS									
		72	76	80	84	88	92	96	100	104	
<b>CUSTOMER CONTRACT APPROVED (EFFECTIVE DATE)</b>											
<b>AQUA ILLINOIS DUTIES</b>											
IOC APPROVAL											
ACQUIRE ALL PROPERTY INTERESTS FOR AQUA AND DWC											
DESIGN INTERIM AQUA-OAK BROOK CONNECTION FACILITIES											
IEPA APPROVALS											
CONSTRUCT INTERIM AQUA-OAK BROOK CONNECTION FACILITIES											
IEPA APPROVALS											
OPERATE INTERIM AQUA-OAK BROOK CONNECTION FACILITIES (120 DAYS AFTER INTERIM AGREEMENT SIGNED)											
<b>10.A - DESIGN PERMANENT AQUA CONNECTION FACILITIES</b>											
10.B - IEPA APPROVALS											
<b>10.C - CONSTRUCT PERMANENT AQUA CONNECTION FACILITIES</b>											
IEPA APPROVALS											
<b>10.D - DESIGN WATER STORAGE FACILITIES</b>											
10.E - IEPA APPROVALS											
<b>10.F - CONSTRUCT WATER STORAGE FACILITIES</b>											
IEPA APPROVALS											
DWC APPROVALS						DWC APPROVAL					
<b>DWC DUTIES</b>											
<b>10.G - APPROVE OF PROPERTY INTERESTS</b>											
DESIGN COMMISSION CONNECTION FACILITIES											
IEPA APPROVALS											
<b>10.H - CONSTRUCT COMMISSION CONNECTION FACILITIES</b>											
IEPA APPROVALS											
<b>OTHER EVENTS</b>											
PAYMENT OF CAPITAL RISK RECOVERY CHARGES (BU 7-IN)											
DELIVERY OF WATER THROUGH PERMANENT CONNECTIONS											
PAYMENT OF COSTS OR FIRST WATER BILLING CYCLE											

<b>CONTRACT MILESTONES IN BOLD FONT</b> <i>(TARGET CONTRACT MILESTONES UNLESS OTHERWISE APPROVED)</i>		<b>EXHIBIT G</b> <b>ILLUSTRATIVE SCHEDULE OF EVENTS</b> WEEKS								
		108	111	116	120	124	128	132	136	140
	<b>CUSTOMER CONTRACT APPROVED (EFFECTIVE DATE)</b>									
<b>AQUA ILLINOIS DUTIES</b>										
	ICC APPROVAL									
	ACQUIRE ALL PROPERTY INTERESTS FOR AQUA AND DWC									
	DESIGN INTERIM AQUA-OAK BROOK CONNECTION FACILITIES									
	IEPA APPROVALS									
	CONSTRUCT INTERIM AQUA-OAK BROOK CONNECTION FACILITIES									
	IEPA APPROVALS									
	OPERATE INTERIM AQUA-OAK BROOK CONNECTION FACILITIES (320 DAYS AFTER INTERIM AGREEMENT SIGNED)									
	<b>10.A - DESIGN PERMANENT AQUA CONNECTION FACILITIES</b>									
	10.B - IEPA APPROVALS									
	<b>10.C - CONSTRUCT PERMANENT AQUA CONNECTION FACILITIES</b>									
	IEPA APPROVALS									
	<b>10.D - DESIGN WATER STORAGE FACILITIES</b>									
	10.E - IEPA APPROVALS									
	<b>10.F - CONSTRUCT WATER STORAGE FACILITIES</b>									
	IEPA APPROVALS									
	DWC APPROVALS									
<b>DWC DUTIES</b>										
	10.G - APPROVE OF PROPERTY INTERESTS									
	DESIGN COMMISSION CONNECTION FACILITIES									
	IEPA APPROVALS									
	<b>10.H - CONSTRUCT COMMISSION CONNECTION FACILITIES</b>									
	IEPA APPROVALS									
<b>OTHER EVENTS</b>										
	PAYMENT OF CAPITAL RISK RECOVERY CHARGES (BUY-IN)									
	DELIVERY OF WATER THROUGH PERMANENT CONNECTIONS									
	PAYMENT OF COSTS OR FIRST WATER BILLING CYCLE									

CONTRACT MILESTONES IN BOLD FONT  
 (TARGET CONTRACT MILESTONES UNLESS OTHERWISE APPROVED)

EXHIBIT G  
 ILLUSTRATIVE SCHEDULE OF EVENTS  
 WEEKS

	144	148	152	156	160
<b>CUSTOMER CONTRACT APPROVED (EFFECTIVE DATE)</b>					
<b>AQUA ILLINOIS DUTIES</b>					
ICC APPROVAL					
ACQUIRE ALL PROPERTY INTERESTS FOR AQUA AND DWC					
DESIGN INTERIM AQUA-OAK BROOK CONNECTION FACILITIES					
EPA APPROVALS					
CONSTRUCT INTERIM AQUA-OAK BROOK CONNECTION FACILITIES					
EPA APPROVALS					
OPERATE INTERIM AQUA-OAK BROOK CONNECTION FACILITIES (135 DAYS AFTER INTERIM AGREEMENT SIGNED)					
<b>10.A - DESIGN PERMANENT AQUA CONNECTION FACILITIES</b>					
10.B - EPA APPROVALS					
<b>10.C - CONSTRUCT PERMANENT AQUA CONNECTION FACILITIES</b>					
EPA APPROVALS					
10.D - DESIGN WATER STORAGE FACILITIES					
10.E - EPA APPROVALS					
<b>10.F - CONSTRUCT WATER STORAGE FACILITIES</b>					
EPA APPROVALS					
DWC APPROVALS					
<b>DWC DUTIES</b>					
10.G - APPROVE OF PROPERTY INTERESTS					
DESIGN COMMISSION CONNECTION FACILITIES					
EPA APPROVALS					
<b>10.H - CONSTRUCT COMMISSION CONNECTION FACILITIES</b>					
EPA APPROVALS					
<b>OTHER EVENTS</b>					
PAYMENT OF CAPITAL RISK RECOVERY CHARGES (BUY-IN)					
DELIVERY OF WATER THROUGH PERMANENT CONNECTIONS					
PAYMENT OF COSTS OR FIRST WATER BILLING CYCLE					FIRST BILLING OR EARLIER IF EARLIER COMPLETION OF CONSTRUCTION



**Resolution #:** R-17-24

**Account:** N/A

**Approvals:** *Author / Manager / Finance / Admin*

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/6/2024

**Description:** Recommendation to approve Wheeling Agreements

**Agenda Section:** Administration Committee

**Originating Department:** Administration

At the January 18, 2024 Board of Commissioners meeting, the DWC-Customer contract was approved, providing a contract for service between the DuPage Water Commission and 30 public and private customers for the next 40 year period. The DuPage Water Commission services our 30 customers through 84 delivery stations, the majority of which are directly connected to the DWC water transmission main system.

However, there are six locations in which properties served by the Illinois-American Water Company utilize existing municipal systems to transport water from the DWC system to the private Illinois-American system, a process known as “wheeling”. While DWC owns and controls the metering station/facility, the linkage watermain infrastructure is provided by the municipal systems. In these cases, there is a separate contract between the municipality and Illinois-American Water Company, with DWC as a third-party signatory.

DWC legal counsel has engaged with Illinois-American legal staff and municipal officials to review and prepare the updated wheeling contracts between the Illinois-American and the six wheeling communities: Elmhurst, Glen Ellyn, Lisle, Lombard, Wheaton, and Winfield. These documents have now been approved by Illinois-American Water Company as well as the six municipalities and are recommended for approval by DWC at this time.

### **Recommended Motion:**

It is recommended that Resolution R-17-24 be approved, authorizing the approval of the wheeling agreements between the DuPage Water Commission, Illinois American Water Company, and the municipalities of Elmhurst, Glen Ellyn, Lisle, Lombard, Wheaton, and Winfield.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-17-24**

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A RESOLUTION APPROVING WATER TRANSMISSION AND DELIVERY AGREEMENTS BETWEEN CERTAIN CONTRACT CUSTOMERS, ILLINOIS-AMERICAN WATER COMPANY AND THE DUPAGE WATER COMMISSION

WHEREAS, the DuPage Water Commission (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;

WHEREAS, Illinois-American Water Company (“Illinois-American”) has agreements to receive water from the following Contract Customers of the Commission: City of Elmhurst, Village of Glen Ellyn, Village of Lisle, Village of Lombard, City of Wheaton, Village of Winfield (the “Contract Customers”);

WHEREAS, the Contract Customers receive water from the Commission pursuant to a Water Purchase and Sale Contract;

WHEREAS, the Illinois-American distributes water to its customers that it receives from the Contract Customers;

WHEREAS, pursuant to the Contract Customers’ obligations under the Water Purchase and Sale Agreement between the DuPage Water Commission and Contract Customers, any wholesale distribution of water must be approved by the Commission;

WHEREAS, pursuant to the Water Transmission and Delivery Agreements (“Delivery Agreements”), attached hereto as Exhibits 1 - 6, the Contract Customers agree to deliver water received from the Commission to Illinois-American;

WHEREAS, the Commission deems it to be in the best interests of the Commission to approve the Delivery Agreements attached hereto as Exhibits 1-6.

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.

SECTION TWO: The Delivery Agreements between the Contract Customers, Illinois-American Water Company and the DuPage Water Commission attached hereto and by this reference incorporated herein and made a part hereof as Exhibits 1-6, shall be and hereby are approved and ratified.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Resolutions/2024/R-17-24

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EXHIBIT 1

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**Resolution Authorizing the City of Elmhurst to Accept and Execute a “Water Transmission and Delivery Agreement Among the City of Elmhurst, Illinois-American Water Company and the DuPage Water Commission” and the Increase the Water Wheeling Rate to Illinois American Water Company Pursuant to Section 5 C of the “Water Transmission and Delivery Agreement Among the City of Elmhurst, Citizens Utilities Company of Illinois Now Known as Illinois American Water Company and the DuPage Water Commission” Dated August 15, 1994**

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WHEREAS, the City of Elmhurst ("City") is a home rule unit of local government under the provisions of Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, the City and Illinois-American Water Company, an Illinois public utility company (“IAWC”), and the DuPage Water Commission (“Commission”) have negotiated a new “Water Transmission and Delivery Agreement Among the City of Elmhurst, Illinois-American Water Company and the DuPage Water Commission,” (the “Agreement”; a true and correct copy of the Agreement is attached hereto as Exhibit A) that will supersede and replace a previously approved “Water Transmission and Delivery Agreement Among the City of Elmhurst, Citizens Utilities Company of Illinois, now known as Illinois American Water Company, and the DuPage Water Commission” dated August 15, 1994 (the “1994 Agreement”); and

WHEREAS, under Section 5 C of the 1994 Agreement, the City has recently provided notice to IAWC regarding a proposed increase to the wheeling rate charged by the City to IAWC for the amount of water metered by the County Club System Meters according to the terms of the 1994 Agreement; and

WHEREAS, the City Council deems it to be in the best interest of the City to increase the wheeling rate charged by the City to IAWC to the amount of \$1.1550 per thousand gallons of water, or fraction thereof, metered by the County Club System Meters according to Section 5 C of the Agreement; and

WHEREAS, the City Council deems it to be in the best interest of the City to accept the new Agreement and authorize the Mayor to execute the new Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, as follows:

Section 1. The facts and statements set forth in the preamble clauses to this Resolution are found to be true and correct and are hereby incorporated as part of this Resolution.

Section 2. That the City authorizes the new Agreement to be accepted and executed on behalf of the City by the Mayor.

Section 3. That certain increase to the wheeling rate charged by the City to IAWC under the Agreement is approved and the wheeling rate is hereby increased to the amount of \$1.1550 per thousand gallons of water, or fraction thereof, metered by the County Club System Meters according to Section 5 C of the Agreement.

Section 3. This Resolution shall be in full force and effect upon its passage and approval in accordance with law and the new wheeling rate is effective as of February 5, 2024.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Scott M. Levin, Mayor of the City of  
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Jackie Haddad-Tamer, Clerk of the City of Elmhurst,  
DuPage and Cook Counties, Illinois

!

COUNCIL ACTION SUMMARY

SUBJECT: Resolution authorizing the acceptance and execution of a new “Water Transmission and Deliver Agreement Among the City of Elmhurst, Illinois-American Water Company and the DuPage Water Commission,” that authorizes the wheeling rate charged by the City to Illinois American Water Company (“IAWC”) to the amount of \$1.550 per thousand gallons of water, or fraction thereof, metered by the County Club System Meters according to Section 5 C of the new Agreement.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER: The Finance, Council Affairs and Administrative Services Committee recommends the City authorize and execute a new “Water Transmission and Deliver Agreement Among the City of Elmhurst, Illinois-American Water Company and the DuPage Water Commission,” increase the wheeling rate charged by the City to IAWC to the amount of \$1.550 per thousand gallons of water, or fraction thereof, metered by the County Club System Meters according to Section 5 C of the Water Transmission and Delivery Agreement.

This resolution authorizes the Mayor to execute the “Water Transmission and Deliver Agreement Among the City of Elmhurst, Illinois-American Water Company and the DuPage Water Commission,” on behalf of the City and to increase the wheeling rate charged by the City to IAWC to the amount of \$1.550 per thousand gallons of water, or fraction thereof, metered by the County Club System Meters according to Section 5 C of the Water Transmission and Delivery Agreement.

**EXHIBIT "A"**  
**"WATER TRANSMISSION AND DELIVERY AGREEMENT**  
**AMONG THE CITY OF ELMHURST, ILLINOIS-AMERICAN WATER COMPANY**  
**AND THE DUPAGE WATER COMMISSION"**

**WATER TRANSMISSION AND DELIVERY AGREEMENT  
AMONG THE CITY OF ELMHURST, ILLINOIS-AMERICAN WATER COMPANY  
AND THE DUPAGE WATER COMMISSION**

This Water Transmission and Delivery Agreement, dated as of \_\_\_\_\_, \_\_\_\_, 2024, is by and between the **City of Elmhurst**, a municipal corporation of the State of Illinois (the “City”), **Illinois-American Water Company**, an Illinois public utility corporation (“Illinois-American”), and the **DuPage Water Commission**, Counties of DuPage, Cook and Will, Illinois (the "Commission"), a county water commission and public corporation. organized under Division 135 of Article II 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.* (collectively, the “Acts”),

**WITNESSETH**

WHEREAS, Illinois-American owns and operates a water distribution system for the supply of domestic drinking water to approximately 393 customer connections located in the City (“Illinois-American System”);

WHEREAS, the City owns and operates a water distribution system (the “City System”) which is interconnected to the Illinois-American System;

WHEREAS, Illinois-American, by and through its predecessor in interest, Citizens Utility Company of Illinois, and the City have entered into a Water Purchase and Sale Contract dated August 15, 1994 (“Water Purchase Agreement”) with the Commission for the sale by the Commission of water to Illinois-American its Illinois-American System and the City to serve the City System;

WHEREAS, pursuant to this Water Transmission and Delivery Agreement (“Delivery Agreement”), the City agrees to deliver the water purchased by Illinois-American from the Commission to the Illinois-American System;

WHEREAS, the Commission has reviewed and approved this Delivery Agreement and the Commission provides its consent for the City to deliver such water to the Illinois-American System;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the City, Illinois-American, and the Commission agree as follows:

**Section 1. Water Supply.**

**(a) Agreement to Deliver.** Subject to the provisions of this Delivery Agreement, the City agrees to transmit and deliver water purchased by Illinois-American from the Commission through the City System to the Illinois-American System, subject to availability of such water from

the Commission. The City's availability of such water hereunder, shall be limited to a maximum annual amount equivalent to the Illinois-American System's then current water allocation, and provided further that the maximum rate of water that the City shall be required to deliver to the Illinois-American System in any one hour shall be in an amount equal to 1.7 times the Illinois-American System's water allocation as determined on an hourly basis.

**(b) Interconnection.** The City will deliver water to the Illinois-American System through the interconnection between the City System and the Illinois-American System ("Point of Delivery"). The Commission shall own, operate and maintain, at its own expense, a meter station at the Point of Delivery for purposes of measuring the water delivered through the Point of Delivery. Illinois-American shall own, operate, maintain and be responsible for a pressure adjusting or rate control station at the Point of Delivery. Illinois-American shall operate the rate control station to adjust and control the flow of water from the City System into the Illinois-American System. Said deliveries shall be at a pressure not to exceed 85 pounds per square inch and the City shall use its best efforts to maintain pressure not to be less than 30 pounds per square inch, measured at the Illinois-American System Metering Station.

**(c) Title to Water.** Title to all water delivered pursuant to this Delivery Agreement shall remain in the Commission to the lesser of the points ten feet (10 ft) downstream from the Commission's metering station or a common dividing wall between the Commission's metering station and the City's pressure adjusting control station for its City System. At the Commission's Metering Station, title to the water delivered shall pass from the City to Illinois-American at the point the lesser of ten feet (10 ft) downstream from the Commission's metering station or a common dividing wall between the Commission's metering station and Illinois-American's pressure adjusting control station.

**(d) Water Quality.** The City undertakes to provide that all water delivered to Illinois-American shall be of such quality, at the point of delivery as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The City shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the City's Point of Delivery to the Illinois-American System. The Commission shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the Commission's point of delivery to the City System.

**(e) Storage.** The City and Illinois-American shall each for its own system, construct and maintain, during the life of the term of this Delivery Agreement and any renewal or extension of it, effective water storage capacity equal to the water storage capacity required by the Water Purchase Agreement. Such water storage capacity shall be constructed, maintained, and expanded as necessary in accordance with the terms of the Water Purchase Agreement.

## **Section 2. Measuring Equipment.**

**(a) Commission to Supply Equipment, Official Record.** The Commission has furnished and installed, and will continue to own, operate, maintain, repair and replace, at its own expense, at the Point of Delivery the necessary equipment and devices for measuring

properly the quantity of water delivered under this Delivery Agreement, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. The Commission shall provide Illinois-American and the City access to such structures and equipment for examination and inspection at reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Delivery Agreement, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of Illinois-American, the Commission will give Illinois-American a copy of such journal or record book, or permit Illinois-American to have access thereto in the office of the Commission during regular business hours.

**(b) Check Meters.** Illinois-American may, at its option and its own expense, install and operate a check meter to check each meter installed by the Commission, but the measurement of water for the purpose of this Delivery Agreement shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by Illinois-American, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

**(c) Meter Readings.** The Commission shall read the meters at the Illinois-American System Metering Station ("Illinois-American System Meter") and the Commission meters installed or maintained pursuant to the Water Purchase Agreement to serve the City System ("City System Meter") as close to simultaneously as possible.

**Section 3. Unit of Measurement.** The unit of measurement for water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the parties otherwise agree, to be so calibrated.

#### **Section 4. Limitations on Supply of Water.**

**(a) Curtailment.** If at any time it becomes necessary for the Commission to limit generally its delivery of water to its customers for any reason, then the City and Illinois-American Water together shall take all reasonable and appropriate actions to provide that such water as is delivered by the Commission is shared by the City and Illinois-American Water on a pro rata basis.

**(b) Limitation on Supply to City.** If at any time it becomes necessary for the Commission to limit its delivery of water to the City System (but not to the Illinois-American System) for any reason pursuant to the Water Purchase Agreement and specifically related to the

City, then the City shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the City System, to limit the use of water in the City System so that the Illinois-American System's pro rata share of water is delivered by the City to the Illinois-American System.

**(c) Limitation on Supply to Illinois-American.** If at any time it becomes necessary for the Commission to limit its delivery of water to the Illinois-American System (but not to the City System) for any reason specifically related to Illinois-American, then Illinois-American shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Illinois-American System, and the City shall, and shall be entitled to, make all necessary and appropriate adjustments to the City System, to assure that the appropriate amount of water to which the City System is entitled is delivered to the City System during such period of curtailment to Illinois-American.

**(d) Emergency Use of Other Sources.** Illinois-American may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity. Nothing in this Delivery Agreement shall be construed to prohibit Illinois-American or the City from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such water requirements of the City or Illinois-American, from any source including wells owned by Illinois-American or the City and maintained for emergency use.

**(e) No Liability of Commission.** Illinois-American and the City each hereby acknowledge and agree that the Commission shall not be liable either to Illinois-American or to the City for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of water to them or to either one of them.

**(f) No Liability of City.** Illinois-American acknowledges and agrees that the City shall not be liable to Illinois-American for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of water to Illinois-American.

**(g) Expansion of the Illinois-American System Service Area.** The current service area of the Illinois-American System is designated on the map attached hereto as Exhibit A. Illinois-American shall obtain written approval from the City prior to expanding the current service area of the Illinois-American System and such consent shall not unreasonably be withheld by the City. If the proposed service area expansion of the Illinois-American System affects property serviceable by the City System, the City reserves the right of first refusal to annex the affected property and require its connections to the City System. Notwithstanding any requirements of the Water Purchase Agreement to the contrary, and subject to all of the provisions of the Water Purchase Agreement, the Commission shall only be required to sell and deliver to Illinois-American an amount of water necessary from time to time to serve the water requirements of the Illinois-American System's current service area designated on Exhibit A attached hereto.

## **Section 5. Prices and Terms of Payment.**

**(a) Illinois-American's Payments to the Commission.** Illinois-American shall make



all required payments to the Commission in accordance with the Water Purchase Agreement. To the extent that such payments depend upon the amount of water delivered to the Illinois-American System, Illinois-American payments to the Commission pursuant to the Water Purchase Agreement shall be based on readings taken by the Commission of the Illinois-American System Meter.

**(b) City's Payments to the Commission.** The City shall make all required payments to the Commission in accordance with the terms of the Water Purchase Agreement. To the extent that such payments depend on the amount of water delivered to the City System, the City's payments to the Commission pursuant to the Water Purchase Agreement shall be based on the difference between the readings taken by the Commission of the City System Meter and the readings taken by the Commission of the Illinois-American System Meter. If, for any billing period, the measurement of the amount of water delivered through the Illinois-American System Meter exceeds the measurement of the amount of water delivered through the City System Meter, then the difference between such readings shall be deemed zero.

**(c) Illinois-American's Payments to the City.** Illinois-American shall pay to the City, for the water transmission and delivery services under this Delivery Agreement, the amount of \$1.1550 per thousand gallons of water, or fraction thereof, metered by the Illinois-American System Meter (the "wheeling rate"). The City shall invoice Illinois-American monthly for such services, and payment shall be due within 30 days of invoicing by the City. The City and Illinois-American will review the variable components of the operational and maintenance expense to determine if any adjustments are required to the wheeling rate. Illinois-American agrees that the wheeling rate may be adjusted in the same proportion that the City's water rate to its customer base increases or decreases. The City agrees to give Illinois-American sixty (60) days written notice prior to any rate change going into effect, but any change in rates can go into effect only upon Illinois-American receiving approval from the Illinois Commerce Commission, if necessary.

## **Section 6. Special Covenants and Conditions.**

**(a) City to Continue to Serve.** City will use its best efforts to continue to serve Illinois-American with water.

**(b) City to Maintain and Operate City System Properly.** The City shall take all reasonable steps to maintain and operate the City System properly and in good condition and to continue to serve the customers in the City System.

**(c) Illinois-American to Maintain and Operate System Properly.** Illinois-American shall take all reasonable steps to maintain and operate the Illinois-American System properly and in good condition and to continue to serve the customers in the Illinois-American System.

**(d) Accounting and Audit.** The Commission, the City and Illinois-American will make and keep proper books and accounts in which complete entries shall be made of all transactions relating to its system.

**(e) Insurance.** The City and Illinois-American will carry insurance or maintain self-

insurance with respect to its system of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments, settlements, judgments or expenses were advanced.

**Section 7. Force Majeure.** In case by reason of force majeure event occurs as to the obligations of the City or Illinois-American under this Delivery Agreement and the City and/or Illinois-American shall be rendered unable wholly or in part to carry out its obligation under this Delivery Agreement, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or the City to deliver water hereunder, or of any party to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements are unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Delivery Agreement shall relieve a party of its obligation to make payments pursuant to the terms of this Delivery Agreement.

**Section 8. Releases and Indemnification.**

**(a) Indemnification of the Commission by Illinois-American.** To the fullest extent permitted by law, Illinois-American hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agree to indemnify and hold the Commission, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Illinois-American System, (2) any

liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Illinois-American to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(b) Indemnification of the Commission by the City.** To the fullest extent permitted by law, the City hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold the Commission, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the City System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the City to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(c) Indemnification of the Commission by the City and Illinois-American for Third-Party Claims.** To the fullest extent permitted by law, Illinois-American and the City agree to indemnify and hold harmless the Commission, and its respective officers, agents and employees, from any losses, costs, charges, expenses (including attorneys' fees), judgments, and liabilities incurred by the Commission, and its respective officers, agents and employees, in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Delivery Agreement.

**(d) Indemnification Claims Made by the Commission.** If any such claim provided for in subsections (a), (b) or (c), is asserted, the Commission shall give prompt notice to Illinois-American or the City or both, as applicable, and Illinois-American or the City or both, as applicable, if requested by the Commission, shall assume the defense thereof, it being understood, however, that neither Illinois-American nor the City shall settle or consent to the settlement of any such claim without the written consent of the Commission. In connection with any such claims, litigation or liabilities, the Commission and its respective officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. Illinois-American and the City, as applicable, shall be solely liable for all reasonable costs of such defense and for all reasonable expenses, fees, judgments, settlements and all reasonable other costs arising out of such claims, litigation, or liabilities. Illinois-American and the City, as applicable, shall have the right to participate in the defense of any such claim, or litigation and, upon the request of the Commission as stated above, shall assume the defense of the Commission, and its respective officers, agents and employees.

**(e) Indemnification of Illinois-American by the City.** To the fullest extent permitted by law, the City hereby releases Illinois-American, and its respective officers, agents and employees, from and agrees that Illinois-American, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold Illinois-American, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement,

extension, improvement, maintenance, or operation of the City System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the City to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(f) Indemnification of the City by Illinois American.** To the fullest extent permitted by law, Illinois-American hereby releases the City, and its respective officers, agents and employees, from and agrees that the City, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold the City, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Illinois-American System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Illinois-American to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply,

**Section 9. Interpretation; Compliance with Existing Contracts.** This Delivery Agreement shall be deemed to be a separate written contract between the Commission, the City and Illinois-American in Compliance with the Water Purchase Agreement. Except where expressly provided in this Delivery Agreement, nothing in this Delivery Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of this Water Purchase Agreement, and if there is any conflict or inconsistency between the terms of this Delivery Agreement and the terms of the Water Purchase Agreement, then the terms of the Water Purchase Agreement shall apply.

The City shall at all times comply with all terms and conditions of the Water Purchase Agreement, and Illinois-American shall at all times comply with all terms and conditions of the Water Purchase Agreement, including without limitation the making of all payments due thereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Delivery Agreement, or Illinois-American's inability to receive water through the Point of Delivery provided by this Delivery Agreement, excuse, delay, or in any way other way affect the City's or Illinois-American's performance under the Water Purchase Agreement.

**Section 10. Termination.** Illinois-American may terminate this Delivery Agreement upon twelve (12) months advance written notice to the City as long as Illinois-American continues to purchase water from the Commission pursuant to the Water Purchase Agreement.

**Section 11. ICC Approval.** This Delivery Agreement may be subject to the approval of the Illinois Commerce Commission, and the City agree to cooperate with Illinois-American in support of Illinois-American's application seeking said approval, if necessary. If the Illinois Commerce Commission approves some but not all of the provisions of this Delivery Agreement, then the parties to this Delivery Agreement may, each in the exercise of their own discretion, agree by written amendment to revise the provisions of this Delivery Agreement to a form satisfactory to the Illinois Commerce Commission. In the event of such an agreed revision, this Delivery Agreement shall take effect as revised. Nothing in this Delivery Agreement shall be construed to require any party to agree to any revision to this Delivery Agreement as a result of any action by the Illinois Commerce Commission.

**Section 12. Effective Date and Term.** This Delivery Agreement shall be effective when all the parties have executed it (the "Effective Date"). This Delivery Agreement shall continue in force and effect until February 24, 2064 which is the term of the Water Purchase Agreement. The parties agree to negotiate in good faith a subsequent Delivery Agreement if desired by the parties.

**Section 13. Notices and Evidence of Actions.** All notices or communications provided for herein shall be in writing and shall be delivered to the party affected either in person or by overnight delivery service (UPS/Fed Ex) addressed to the principal office thereof.

Any action hereunder to be taken by the parties may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk or Secretary of such party.

**Section 14. Amendment.** This Delivery Agreement shall not be modified, revised, amended or annulled in any way except in writing approved by all parties hereto.

**Section 15. Severability.** Should any part, term, or provision of this Delivery Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 16. Governing Law; Superseder.** This Delivery Agreement shall be construed exclusively under the applicable laws of the State of Illinois. All other wheeling contracts between the City, Illinois-American and the Commission are hereby superseded and shall be null and void. The Parties agree that venue for any litigation shall only be proper in the Eighteenth Judicial Circuit, DuPage County, Illinois.

**Section 17. Execution in Counterparts.** This Delivery Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the City, Illinois-American, and the Commission have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

CITY OF ELMHURST

By: \_\_\_\_\_  
Mayor Scott M. Levin

Attest:

\_\_\_\_\_  
Jackie Haddad-Tamer, City Clerk

COMPANY

ILLINOIS-AMERICAN WATER

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_

DUPAGE WATER COMMISSION

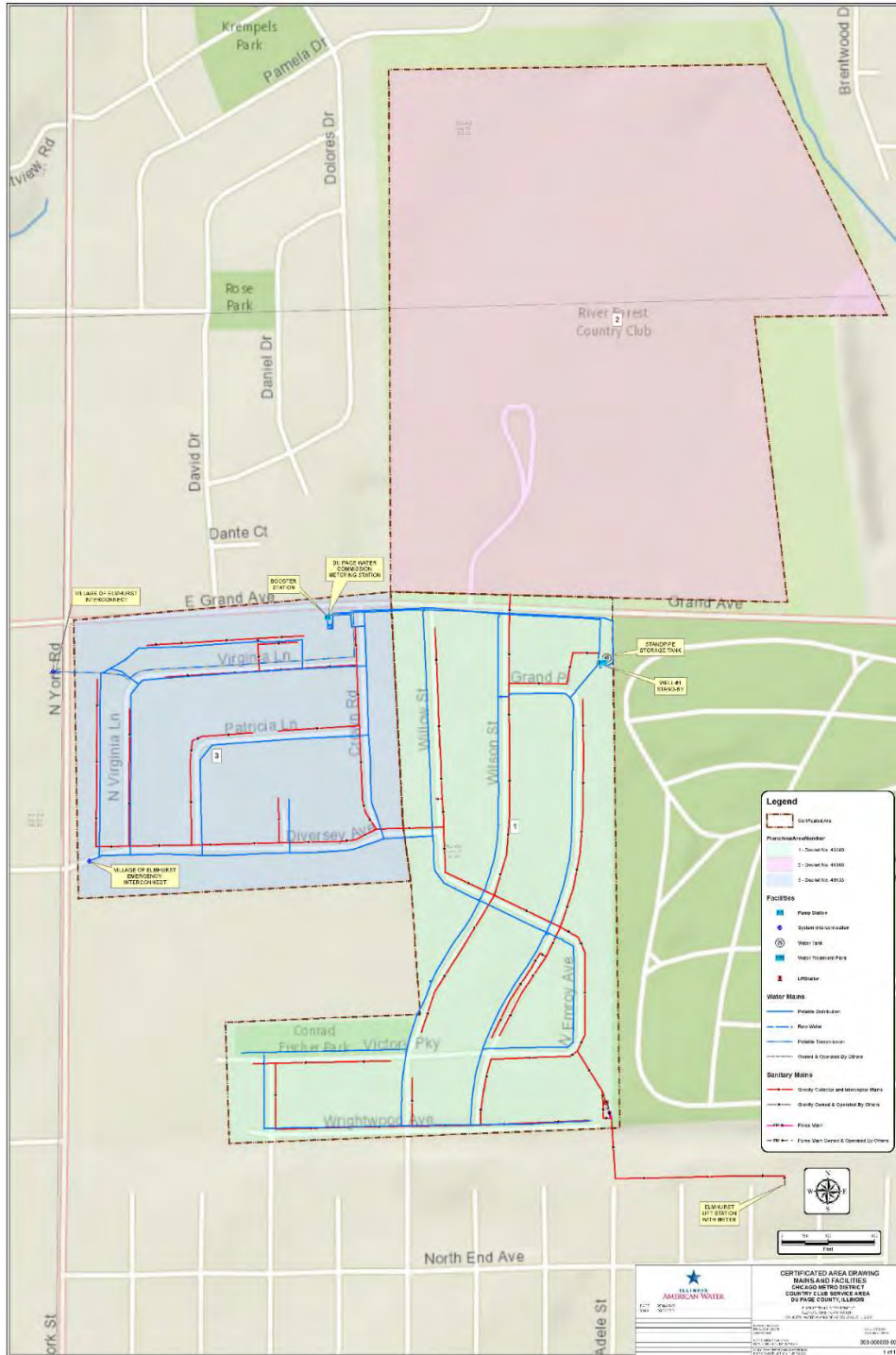
By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_

“EXHIBIT A”

MAP DEPICTING CURRENT SERVICE AREA OF ILLINOIS-AMERICAN WATER COMPANY



**Village Of Glen Ellyn**

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**Resolution No. \_\_\_\_\_**

**A Resolution Approving the Water Transmission and Delivery Agreement  
Among the Village of Glen Ellyn, Illinois-American Water Company  
And the DuPage Water Commission**

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**Adopted by the  
President and the Board of Trustees  
of the Village of Glen Ellyn  
DuPage County, Illinois  
This \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.**

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Published in pamphlet form by the authority of the  
President and Board of Trustees of the Village of  
Glen Ellyn, DuPage County, Illinois,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.



**RESOLUTION NO. 24-\_\_\_\_\_**

**A RESOLUTION APPROVING THE WATER TRANSMISSION AND DELIVERY AGREEMENT AMONG THE VILLAGE OF GLEN ELLYN, ILLINOIS-AMERICAN WATER COMPANY AND THE DUPAGE WATER COMMISSION**

This Water Transmission and Delivery Agreement, dated as of XX, is by and between the **Village of Glen Ellyn**, a municipal corporation of the State of Illinois (the "Village"), **Illinois-American Water Company**, an Illinois public utility corporation ("Illinois-American"), and the **DuPage Water Commission**, Counties of DuPage, Cook and Will, Illinois (the "Commission"), a county water commission and public corporation. organized under Division 135 of Article II 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.* (collectively, the "Acts"),

**WITNESSETH**

**Whereas**, Illinois-American owns and operates a water distribution system for the supply of domestic drinking water to approximately 124 customer connections located in the Village ("Illinois-American System");

**Whereas**, the Village owns and operates a water distribution system (the "Village System") which is interconnected to the Illinois-American System;

**Whereas**, Illinois-American and the Village have entered into a Water Purchase and Sale Contract dated XX ("Water Purchase Agreement") with the Commission for the sale by the Commission of water to Illinois-American its Illinois-American System and the Village to serve the Village System;

**Whereas**, pursuant to this Water Transmission and Delivery Agreement ("Delivery Agreement"), the Village agrees to deliver the water purchased by Illinois-American from the Commission to the Illinois-American System;

**Whereas**, the Commission has reviewed and approved this Delivery Agreement and the Commission provides its consent for the Village to deliver such water to the Illinois-American System;

**Now, Therefor Be It Resolved** by the President and Board of Trustees of the Village of Glen Ellyn, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Village, Illinois-American, and the Commission agree as follows:

**Section 1. Water Supply.**

**(a) Agreement to Deliver.** Subject to the provisions of this Delivery Agreement, the Village agrees to transmit and deliver water purchased by Illinois-American from the Commission through the Village System to the Illinois-American System, subject to availability of such water from the Commission. The Village's availability of such water hereunder, shall be limited to a maximum annual amount equivalent to the Illinois-American System's then current water allocation, and provided further that the maximum rate of water that the Village shall be required to deliver to the

Illinois-American System in any one hour shall be in an amount equal to 1.7 times the Illinois-American System's water allocation as determined on an hourly basis.

**(b) Interconnection.** The Village will deliver water to the Illinois-American System through the interconnection between the Village System and the Illinois-American System ("Point of Delivery"). The Commission shall own, operate and maintain, at its own expense, a meter station at the Point of Delivery for purposes of measuring the water delivered through the Point of Delivery. Illinois-American shall own, operate, maintain and be responsible for a pressure adjusting or rate control station at the Point of Delivery. Illinois-American shall operate the rate control station to adjust and control the flow of water from the Village System into the Illinois-American System. Said deliveries shall be at a pressure not to exceed 85 pounds per square inch and not to be less than 35 pounds per square inch, measured at the Illinois-American System Metering Station.

**(c) Title to Water.** Title to all water delivered pursuant to this Delivery Agreement shall remain in the Commission to the lesser of the points ten feet (10 ft) downstream from the Commission's metering station or a common dividing wall between the Commission's metering station and the Village's pressure adjusting control station for its Village System. At the Commission's Metering Station, title to the water delivered shall pass from the Village to Illinois-American at the point the lesser of ten feet (10 ft) downstream from the Commission's metering station or a common dividing wall between the Commission's metering station and Illinois-American's pressure adjusting control station.

**(d) Water Quality.** The Village undertakes to provide that all water delivered to Illinois-American shall be of such quality, at the point of delivery as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Village shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the Village's Point of Delivery to the Illinois-American System. The Commission shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the Commission's point of delivery to the Village System.

**(e) Storage.** The Village and Illinois-American shall each for its own system, construct and maintain, during the life of the term of this Delivery Agreement and any renewal or extension of it, effective water storage capacity equal to the water storage capacity required by the Water Purchase Agreement. Such water storage capacity shall be constructed, maintained, and expanded as necessary in accordance with the terms of the Water Purchase Agreement.

## **Section 2. Measuring Equipment.**

**(a) Commission to Supply Equipment, Official Record.** The Commission has furnished and installed, and will continue to own, operate, maintain, repair and replace, at its own expense, at the Point of Delivery the necessary equipment and devices for measuring properly the quantity of water delivered under this Delivery Agreement, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. The Commission shall provide Illinois-American and the Village access to such structures and equipment for examination and inspection at reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Delivery Agreement, the official record of readings of the meter or meters shall be the journal or other record book of the

Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of Illinois-American, the Commission will give Illinois-American a copy of such journal or record book, or permit Illinois-American to have access thereto in the office of the Commission during regular business hours.

**(b) Check Meters.** Illinois-American may, at its option and its own expense, install and operate a check meter to check each meter installed by the Commission, but the measurement of water for the purpose of this Delivery Agreement shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by Illinois-American, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

**(c) Meter Readings.** The Commission shall read the meters at the Illinois-American System Metering Station ("Illinois-American System Meter") and the Commission meters installed or maintained pursuant to the Water Purchase Agreement to serve the Village System ("Village System Meter") as close to simultaneously as possible.

**Section 3. Unit of Measurement.** The unit of measurement for water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the parties otherwise agree, to be so calibrated.

#### **Section 4. Limitations on Supply of Water.**

**(a) Curtailment.** If at any time it becomes necessary for the Commission to limit generally its delivery of water to its customers for any reason, then the Village and Illinois-American Water together shall take all reasonable and appropriate actions to provide that such water as is delivered by the Commission is shared by the Village and Illinois-American Water on a pro rata basis.

**(b) Limitation on Supply to Village.** If at any time it becomes necessary for the Commission to limit its delivery of water to the Village System (but not to the Illinois-American System) for any reason pursuant to the Water Purchase Agreement and specifically related to the Village, then the Village shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Village System, to limit the use of water in the Village System so that the Illinois-American System's pro rata share of water is delivered by the Village to the Illinois-American System.

**(c) Limitation on Supply to Illinois-American.** If at any time it becomes necessary for the Commission to limit its delivery of water to the Illinois-American System (but not to the Village System) for any reason specifically related to Illinois-American, then Illinois-American shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Illinois-American System, and the Village shall, and shall be entitled to, make all necessary and appropriate adjustments to the Village System, to assure that the appropriate amount of water to which the Village System is entitled is delivered to the Village System during such period of curtailment to Illinois-American.

**(d) Emergency Use of Other Sources.** Illinois-American may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity. Nothing in this Delivery Agreement shall be construed to prohibit Illinois-American or the Village from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such water requirements of the Village or Illinois-American, from any source including wells owned by Illinois-American or the Village and maintained for emergency use.

**(e) No Liability of Commission.** Illinois-American and the Village each hereby acknowledge and agree that the Commission shall not be liable either to Illinois-American or to the Village for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of water to them or to either one of them.

**(f) No Liability of Village.** Illinois-American acknowledges and agrees that the Village shall not be liable to Illinois-American for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of water to Illinois-American.

**(g) Expansion of the Illinois-American System Service Area.** The current service area of the Illinois-American System is designated on the map attached hereto as Exhibit A. Illinois-American shall obtain written approval from the Village prior to expanding the current service area of the Illinois-American System and such consent shall not unreasonably be withheld by the Village. If the proposed service area expansion of the Illinois-American System affects property serviceable by the Village System, the Village reserves the right of first refusal to annex the affected property and require its connections to the Village System. Notwithstanding any requirements of the Water Purchase Agreement to the contrary, and subject to all of the provisions of the Water Purchase Agreement, the Commission shall only be required to sell and deliver to Illinois-American an amount of water necessary from time to time to serve the water requirements of the Illinois-American System's current service area designated on Exhibit A attached hereto.

## **Section 5. Prices and Terms of Payment.**

**(a) Illinois-American's Payments to the Commission.** Illinois-American shall make all required payments to the Commission in accordance with the Water Purchase Agreement. To the extent that such payments depend upon the amount of water delivered to the Illinois-American System, Illinois-American payments to the Commission pursuant to the Water Purchase Agreement shall be based on readings taken by the Commission of the Illinois-American System Meter.

**(b) Village's Payments to the Commission.** The Village shall make all required payments to the Commission in accordance with the terms of the Water Purchase Agreement. To the extent that such payments depend on the amount of water delivered to the Village System, the Village's payments to the Commission pursuant to the Water Purchase Agreement shall be based on the difference between the readings taken by the Commission of the Village System Meter and the readings taken by the Commission of the Illinois-American System Meter. If, for any billing period, the measurement of the amount of water delivered through the Illinois-American System Meter exceeds the measurement of the amount of water delivered through the Village System Meter, then the difference between such readings shall be deemed zero.

**(c) Illinois-American's Payments to the Village.** Illinois-American shall pay to the Village, for the water transmission and delivery services under this Delivery Agreement, the amount of: 1) \$1.1550 per thousand gallons of water, or fraction thereof, for transportation (the "wheeling

rate”), plus 2) the rate of storage services in the amount of \$0.1060 per thousand gallons of water (the “storage rate”), or fraction thereof, both metered by the Illinois-American System Meter. The Village shall invoice Illinois-American monthly for such services, and payment shall be due within 30 days of invoicing by the Village. The Village and Illinois-American will review the variable components of the operational and maintenance expense to determine if any adjustments are required to the wheeling rate. Illinois-American agrees that the wheeling rate may be adjusted in the same proportion that the Village’s water rate to its customer base increases or decreases. The Village agrees to give Illinois-American sixty (60) days written notice prior to any rate change going into effect, but any change in rates can go into effect only upon Illinois-American receiving approval from the Illinois Commerce Commission, if necessary.

(d) **System Storage.** The Village shall maintain effective water storage capacity equal to the water storage capacity required by the Village’s Water Purchase Agreement with the Commission for the Village System plus the storage capacity required for the Illinois-American System in Illinois-American’s Water Purchase Agreement with the Commission. For purposes of calculating the water storage capacity required by the Water Purchase Agreement, the Village hereby acknowledges and agrees that the effective water storage capacity maintained by the Village in the Village System shall be reduced by the storage capacity to be provided by the Village for Illinois-American’s System pursuant to this Delivery Agreement. If at any time the Village’s effective water storage capacity is not sufficient to meet the storage requirements of both the Village’s Water Purchase Agreement with the Commission and Illinois-American’s Water Purchase Agreement with the Commission then the deficiency, up to the maximum extent requirement of the Water Purchase Agreement, shall be deemed attributable to the Illinois-American System and shall be corrected by Illinois-American, unless an amendment to this Delivery Agreement is made and the Village agrees to correct the deficiency. If at any time during the term of this Delivery Agreement the Village’s storage capacity is not sufficient to meet the storage requirements of both the Village’s Water Purchase Agreement with the Commission and Illinois-American’s Water Purchase Agreement with the Commission, then Illinois-American shall, at its sole cost and expense, promptly plan, design, permit, and construct additional storage capacity upon demand by the Village or the Commission.

## **Section 6. Special Covenants and Conditions.**

(a) **Village to Continue to Serve.** Village will use its best efforts to continue to serve Illinois-American with water.

(b) **Village to Maintain and Operate Village System Properly.** The Village shall take all reasonable steps to maintain and operate the Village System properly and in good condition and to continue to serve the customers in the Village System.

(c) **Illinois-American to Maintain and Operate System Properly.** Illinois-American shall take all reasonable steps to maintain and operate the Illinois-American System properly and in good condition and to continue to serve the customers in the Illinois-American System.

(d) **Accounting and Audit.** The Commission, the Village and Illinois-American will make and keep proper books and accounts in which complete entries shall be made of all transactions relating to its system.

(e) **Insurance.** The Village and Illinois-American will carry insurance or maintain self-insurance with respect to its system of the kinds and in the amounts which are customarily carried or

maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments, settlements, judgments or expenses were advanced.

**Section 7. Force Majeure.** In case by reason of force majeure event occurs as to the obligations of the Village or Illinois-American under this Delivery Agreement and the Village and/or Illinois-American shall be rendered unable wholly or in part to carry out its obligation under this Delivery Agreement, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or the Village to deliver water hereunder, or of any party to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements are unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Delivery Agreement shall relieve a party of its obligation to make payments pursuant to the terms of this Delivery Agreement.

**Section 8. Releases and Indemnification.**

**(a) Indemnification of the Commission by Illinois-American.** To the fullest extent permitted by law, Illinois-American hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agree to indemnify and hold the Commission, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Illinois-American System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Illinois-American to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(b) Indemnification of the Commission by the Village.** To the fullest extent permitted by law, the Village hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold the Commission, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Village System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the Village to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(c) Indemnification of the Commission by the Village and Illinois-American for Third-Party Claims.** To the fullest extent permitted by law, Illinois-American and the Village agree to indemnify and hold harmless the Commission, and its respective officers, agents and employees, from any losses, costs, charges, expenses (including attorneys' fees), judgments, and liabilities incurred by the Commission, and its respective officers, agents and employees, in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Delivery Agreement.

**(d) Indemnification Claims Made by the Commission.** If any such claim provided for in subsections (a), (b) or (c), is asserted, the Commission shall give prompt notice to Illinois-American or the Village or both, as applicable, and Illinois-American or the Village or both, as applicable, if requested by the Commission, shall assume the defense thereof, it being understood, however, that neither Illinois-American nor the Village shall settle or consent to the settlement of any such claim without the written consent of the Commission. In connection with any such claims, litigation or liabilities, the Commission and its respective officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. Illinois-American and the Village, as applicable, shall be solely liable for all reasonable costs of such defense and for all reasonable expenses, fees, judgments, settlements and all reasonable other costs arising out of such claims, litigation, or liabilities. Illinois-American and the Village, as applicable, shall have the right to participate in the defense of any such claim, or litigation and, upon the request of the Commission as stated above, shall assume the defense of the Commission, and its respective officers, agents and employees.

**(e) Indemnification of Illinois-American by the Village.** To the fullest extent permitted by law, the Village hereby releases Illinois-American, and its respective officers, agents and employees, from and agrees that Illinois-American, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold Illinois-American, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Village System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the Village to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(f) Indemnification of the Village by Illinois American.** To the fullest extent permitted by law, Illinois-American hereby releases the Village, and its respective officers, agents and employees, from and agrees that the Village, and its respective officers, agents and employees, shall

not be liable for, and agrees to indemnify and hold the Village, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Illinois-American System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Illinois-American to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply,

**Section 9. Interpretation; Compliance with Existing Contracts.** This Delivery Agreement shall be deemed to be a separate written contract between the Commission, the Village and Illinois-American in Compliance with the Water Purchase Agreement. Except where expressly provided in this Delivery Agreement, nothing in this Delivery Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of this Water Purchase Agreement, and if there is any conflict or inconsistency between the terms of this Delivery Agreement and the terms of the Water Purchase Agreement, then the terms of the Water Purchase Agreement shall apply.

The Village shall at all times comply with all terms and conditions of the Water Purchase Agreement, and Illinois-American shall at all times comply with all terms and conditions of the Water Purchase Agreement, including without limitation the making of all payments due thereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Delivery Agreement, or Illinois-American's inability to receive water through the Point of Delivery provided by this Delivery Agreement, excuse, delay, or in any way other way affect the Village's or Illinois-American's performance under the Water Purchase Agreement.

**Section 10. Termination.** Illinois-American may terminate this Delivery Agreement upon twelve (12) months advance written notice to the Village as long as Illinois-American continues to purchase water from the Commission pursuant to the Water Purchase Agreement.

**Section 11. ICC Approval.** This Delivery Agreement may be subject to the approval of the Illinois Commerce Commission, and the Village agree to cooperate with Illinois-American in support of Illinois-American's application seeking said approval, if necessary. If the Illinois Commerce Commission approves some but not all of the provisions of this Delivery Agreement, then the parties to this Delivery Agreement may, each in the exercise of their own discretion, agree by written amendment to revise the provisions of this Delivery Agreement to a form satisfactory to the Illinois Commerce Commission. In the event of such an agreed revision, this Delivery Agreement shall take effect as revised. Nothing in this Delivery Agreement shall be construed to require any party to agree to any revision to this Delivery Agreement as a result of any action by the Illinois Commerce Commission.

**Section 12. Effective Date and Term.** This Delivery Agreement shall be effective when all the parties have executed it (the "Effective Date"). This Delivery Agreement shall continue in force and effect until February 24, 2064 which is the term of the Water Purchase Agreement. The parties agree to negotiate in good faith a subsequent Delivery Agreement if desired by the parties.

**Section 13. Notices and Evidence of Actions.** All notices or communications provided for herein shall be in writing and shall be delivered to the party affected either in person or by overnight delivery service (UPS/Fed Ex) addressed to the principal office thereof.



Any action hereunder to be taken by the parties may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk or Secretary of such party.

**Section 14. Amendment.** This Delivery Agreement shall not be modified, revised, amended or annulled in any way except in writing approved by all parties hereto.

**Section 15. Severability.** Should any part, term, or provision of this Delivery Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 16. Governing Law; Superseder.** This Delivery Agreement shall be construed exclusively under the applicable laws of the State of Illinois. All other contracts between the Village, Illinois-American and the Commission are hereby superseded and shall be null and void. The Parties agree that venue for any litigation shall only be proper in the Eighteenth Judicial Circuit, DuPage County, Illinois.

**Section 17. Execution in Counterparts.** This Delivery Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

**Passed** by the President and Board of Trustees of the Village of Glen Ellyn, Illinois,

this \_\_\_\_ day of \_\_\_\_\_, 2023 .

	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>
<b>Fasules</b>			
<b>Gould</b>			
<b>Thompson</b>			
<b>Kalinich</b>			
<b>Simon</b>			
<b>Christiansen</b>			
<b>Senak (in event of a tie)</b>			

**Approved** by the Village President of the Village of Glen Ellyn, Illinois, this \_\_\_\_ day

of \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, the Village, Illinois-American, and the Commission have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

VILLAGE OF GLEN ELLYN

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Village Clerk

ILLINOIS-AMERICAN WATER COMPANY

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_



## VILLAGE OF LISLE Village Board Agenda Item

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**Item Title: A Resolution Approving a Water Transmission and Delivery Agreement Among the Village of Lisle, Illinois American Water Company, and the DuPage Water Commission**

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**Date:** February 5, 2024

**Submitting Department:** Public Works

**Contact Person:** Jason Elias

**Email Address:** [jelias@villageoflisle.org](mailto:jelias@villageoflisle.org)

**Description of Agenda Item:**

Approval of this resolution will authorize a new Water Transmission and Delivery Agreement Among the Village of Lisle, Illinois American Water Company, and the DuPage Water Commission

**Background:**

On December 4, 2023, the Village Board approved a renewal of the Village's water purchase agreement with the DuPage Water Commission (DWC). In addition to the contract with DWC, the Village must renew its water wheeling agreement with Illinois American Water. This agreement provides Lake Michigan water from the DWC through the Village to Illinois American Water for their customers located in the Village and adjacent unincorporated areas. The original agreement was with Citizens Utility from 1995.

The new standardized agreement provides for a rate of \$2.02 per thousand gallons versus the current rate of \$1.155. The agreement also allows the Village to increase the wheeling rate proportionate to the rate increase the Village charges its water customers.

**Action/Recommendation:**

Staff recommends approval of the proposed resolution authorizing a new Water Transmission and Delivery Agreement Among the Village of Lisle, Illinois American Water, and the DuPage Water Commission.

**Attachments:**

[A RESOLUTION APPROVING A WATER TRANSMISSION AND DELIVERY AGREEMENT AMONG THE VILLAGE OF LISLE, ILLINOIS AMERICAN WATER COMPANY AND THE DUPAGE WATER COMMISSION](#)



## RESOLUTION 2024-4435

### **A RESOLUTION APPROVING A WATER TRANSMISSION AND DELIVERY AGREEMENT AMONG THE VILLAGE OF LISLE, ILLINOIS AMERICAN WATER COMPANY AND THE DUPAGE WATER COMMISSION**

**WHEREAS**, Illinois American Water Company ("Illinois-American") owns and operates a water distribution system for the supply of domestic drinking water to approximately 1112 customer connections located in the Village of Lisle ("Village") ("Illinois-American System"); and

**WHEREAS**, the Village owns and operates a water distribution system (the "Village System") which is interconnected to the Illinois-American System; and

**WHEREAS**, Illinois-American and the Village have entered into a Water Purchase and Sale Contract dated January 18, 2024 ("Water Purchase Agreement") with the DuPage Water Commission (the "Commission") for the sale by the Commission of water to Illinois-American its Illinois-American System and the Village to serve the Village System; and

**WHEREAS**, pursuant to this Water Transmission and Delivery Agreement ("Delivery Agreement"), the Village agrees to deliver the water purchased by Illinois-American from the Commission to the Illinois-American System; and

**WHEREAS**, the Commission has reviewed and approved this Delivery Agreement and the Commission provides its consent for the Village to deliver such water to the Illinois-American System; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Lisle, DuPage County, Illinois as follows:

**SECTION 1:** The forgoing recitals are hereby incorporated herein and made a part hereof as findings of the Mayor and Board of Trustees.

**SECTION 2:** The Mayor and Board of Trustees hereby approves this Water Transmission and Delivery Agreement Among the Village of Lisle, Illinois-American Water Company, and the DuPage Water Commission, without further action by the Mayor and Board of Trustees.

**SECTION 3:** The Village Clerk is hereby authorized and directed to provide a copy of this Resolution to Illinois-American and the Commission immediately after its approval.

**SECTION 4:** This Resolution shall be in full force and effect immediately upon and after its adoption.

**FURTHER,** be it resolved that this resolution shall be entered upon the journals of the Board of Trustees of the Village of Lisle.

**PASSED AND APPROVED** by the Village Board of the Village of Lisle on this 5th day of February 2024.

**ATTEST:**

Published by the Village Clerk, in pamphlet form, by authority of the corporate authorities of the Village of Lisle on the 5 of February, 2024.

**WATER TRANSMISSION AND DELIVERY AGREEMENT  
AMONG THE VILLAGE OF LISLE, ILLINOIS-AMERICAN WATER COMPANY  
AND THE DUPAGE WATER COMMISSION**

This Water Transmission and Delivery Agreement, dated as of January 18, 2024, is by and between the **Village of Lisle**, a municipal corporation of the State of Illinois (the “Village”), **Illinois-American Water Company**, an Illinois public utility corporation (“Illinois-American”), and the **DuPage Water Commission**, Counties of DuPage, Cook and Will, Illinois (the “Commission”), a county water commission and public corporation. organized under Division 135 of Article II 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.* (collectively, the “Acts”),

**WITNESSETH**

WHEREAS, Illinois-American owns and operates a water distribution system for the supply of domestic drinking water to approximately 1112 customer connections located in the Village (“Illinois-American System”);

WHEREAS, the Village owns and operates a water distribution system (the “Village System”) which is interconnected to the Illinois-American System;

WHEREAS, Illinois-American and the Village have entered into a Water Purchase and Sale Contract dated January 18, 2024 (“Water Purchase Agreement”) with the Commission for the sale by the Commission of water to Illinois-American its Illinois-American System and the Village to serve the Village System;

WHEREAS, pursuant to this Water Transmission and Delivery Agreement (“Delivery Agreement”), the Village agrees to deliver the water purchased by Illinois-American from the Commission to the Illinois-American System;

WHEREAS, the Commission has reviewed and approved this Delivery Agreement and the Commission provides its consent for the Village to deliver such water to the Illinois-American System;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Village, Illinois-American, and the Commission agree as follows:

**Section 1. Water Supply.**

(a) **Agreement to Deliver.** Subject to the provisions of this Delivery Agreement, the Village agrees to transmit and deliver water purchased by Illinois-American from the Commission through the Village System to the Illinois-American System, subject to availability of such water from the Commission. The Village’s availability of such water hereunder, shall be limited to a maximum annual amount equivalent to the Illinois-American System’s then current water allocation, and provided further that the maximum rate of water that the Village shall be required to deliver to the Illinois-American System in any one hour shall be in an amount equal to 1.7 times the Illinois-American System’s water allocation as determined on an hourly basis.

(b) **Interconnection.** The Village will deliver water to the Illinois-American System through the interconnection between the Village System and the Illinois-American System (“Point of Delivery”). The Commission shall own, operate and maintain, at its own expense, a meter station at the Point of Delivery for purposes of measuring the water delivered through the Point of Delivery. Illinois-American shall own, operate, maintain and be responsible for a pressure adjusting or rate control station at the Point of Delivery. Illinois-American shall operate the rate control station to adjust and control the flow of water from the Village System into the Illinois-American System. Said deliveries shall be at a pressure not to exceed 85 pounds per square inch and not to be less than 35 pounds per square inch, measured at the Illinois-American System Metering Station.

(c) **Title to Water.** Title to all water delivered pursuant to this Delivery Agreement shall remain in the Commission to the lesser of the points ten feet (10 ft) downstream from the Commission’s metering station or a common dividing wall between the Commission’s metering station and the Village’s flow rate control station for its Village System. At the Commission’s Metering Station, title to the water delivered shall pass from the Village to Illinois-American at the point the lesser of ten feet (10 ft) downstream from the Commission’s metering station or a common dividing wall between the Commission’s metering station and Illinois-American’s pressure adjusting control station.

(d) **Water Quality.** The Village undertakes to provide that all water delivered to Illinois-American shall be of such quality, at the point of delivery as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Village shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the Village’s Point of Delivery to the Illinois-American System. The Commission shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the Commission’s point of delivery to the Village System.

(e) **Storage.** The Village shall maintain effective water storage capacity equal to the water storage capacity required by the Water Purchase Agreement for the Village System plus the storage capacity required for the Illinois-American System in the Water Purchase Agreement. For purposes of calculating the water storage capacity required by the Water Purchase Agreement, the Village hereby acknowledges and agrees that the effective water storage capacity maintained by the Village in the Village System shall be reduced by the storage capacity to be provided by the Village for Illinois-American’s System pursuant to this Delivery Agreement. If at any time the Village’s effective water storage capacity is not sufficient to meet the storage requirements of the Illinois-American System in the Water Purchase Agreement then the deficiency, shall be corrected by Illinois-American, unless an amendment to this Delivery Agreement is made and the Village agrees to correct the deficiency. If at any time during the term of this Delivery Agreement the Village’s storage capacity is not sufficient to meet the storage requirements in the Water Purchase Agreement of both the Village System and the Illinois-American System, then Illinois-American shall, at its sole cost and expense, promptly plan, design, permit, and construct additional storage capacity upon demand by the Village or the Commission. Absent separate written agreement, the maximum water storage capacity the Village agrees to provide for the Illinois-American System is 710,000 gallons, and the Village has no obligation to expand its storage capacity to accommodate the Illinois-American System. At any time during the term of this Delivery Agreement, Illinois-American may in its discretion choose to construct storage for the Illinois-American System. If Illinois-American constructs this additional storage, the storage rate set forth in Section 5(c) of this Delivery Agreement shall be eliminated or reduced.

**(f) Emergency Interconnection.** The Supplemental Agreement dated February 1, 1999 entered into between the Village, the predecessor of Illinois-American, and the Commission shall remain in full force and effect for the duration of this Delivery Agreement unless amended by the parties.

**Section 2. Measuring Equipment.**

**(a) Commission to Supply Equipment, Official Record.** The Commission has furnished and installed, and will continue to own, operate, maintain, repair and replace, at its own expense, at the Point of Delivery the necessary equipment and devices for measuring properly the quantity of water delivered under this Delivery Agreement, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. The Commission shall provide Illinois-American and the Village access to such structures and equipment for examination and inspection at reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Delivery Agreement, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of Illinois-American, the Commission will give Illinois-American a copy of such journal or record book, or permit Illinois-American to have access thereto in the office of the Commission during regular business hours.

**(b) Check Meters.** Illinois-American may, at its option and its own expense, install and operate a check meter to check each meter installed by the Commission, but the measurement of water for the purpose of this Delivery Agreement shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by Illinois-American, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

**(c) Meter Readings.** The Commission shall read the meters at the Illinois-American System Metering Station ("Illinois-American System Meter") and the Commission meters installed or maintained pursuant to the Water Purchase Agreement to serve the Village System ("Village System Meter") as close to simultaneously as possible.

**Section 3. Unit of Measurement.** The unit of measurement for water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the parties otherwise agree, to be so calibrated.

**Section 4. Limitations on Supply of Water.**

**(a) Curtailment.** If at any time it becomes necessary for the Commission to limit generally its delivery of water to its customers for any reason, then the Village and Illinois-American Water



together shall take all reasonable and appropriate actions to provide that such water as is delivered by the Commission is shared by the Village and Illinois-American Water on a pro rata basis.

**(b) Limitation on Supply to Village.** If at any time it becomes necessary for the Commission to limit its delivery of water to the Village System (but not to the Illinois-American System) for any reason pursuant to the Water Purchase Agreement and specifically related to the Village, then the Village shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Village System, to limit the use of water in the Village System so that the Illinois-American System's pro rata share of water is delivered by the Village to the Illinois-American System.

**(c) Limitation on Supply to Illinois-American.** If at any time it becomes necessary for the Commission to limit its delivery of water to the Illinois-American System (but not to the Village System) for any reason specifically related to Illinois-American, then Illinois-American shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Illinois-American System, and the Village shall, and shall be entitled to, make all necessary and appropriate adjustments to the Village System, to assure that the appropriate amount of water to which the Village System is entitled is delivered to the Village System during such period of curtailment to Illinois-American.

**(d) Emergency Use of Other Sources.** Illinois-American may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity. Nothing in this Delivery Agreement shall be construed to prohibit Illinois-American or the Village from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such water requirements of the Village or Illinois-American, from any source including wells owned by Illinois-American or the Village and maintained for emergency use.

**(e) No Liability of Commission.** Illinois-American and the Village each hereby acknowledge and agree that the Commission shall not be liable either to Illinois-American or to the Village for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of water to them or to either one of them.

**(f) No Liability of Village.** Illinois-American acknowledges and agrees that the Village shall not be liable to Illinois-American for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of water to Illinois-American.

**(g) Expansion of the Illinois-American System Service Area.** The current service area of the Illinois-American System is designated on the map attached hereto as Exhibit A. Illinois-American shall obtain written approval from the Village prior to expanding the current service area of the Illinois-American System and such consent shall not unreasonably be withheld by the Village. It is not unreasonable for the Village to withhold consent if the Village determines that the proposed service area expansion of the Illinois-American System affects property serviceable by the Village System without a main extension, affects property that is within the Village's planning jurisdiction, affects property that could reasonably be serviceable by the Village System in the future by reason of annexation, or affects property that could be subject to an annexation agreement or pre-annexation agreement. The Village reserves the right of first refusal to annex the affected property and require its connection to the Village System. Notwithstanding any requirements of the Water Purchase Agreement to the contrary, and subject to all of the provisions of the Water Purchase Agreement, the Commission shall only be required to sell and deliver to Illinois-American an amount of water

necessary from time to time to serve the water requirements of the Illinois-American System's current service area designated on Exhibit A attached hereto.

### **Section 5. Prices and Terms of Payment.**

(a) **Illinois-American's Payments to the Commission.** Illinois-American shall make all required payments to the Commission in accordance with the Water Purchase Agreement. To the extent that such payments depend upon the amount of water delivered to the Illinois-American System, Illinois-American payments to the Commission pursuant to the Water Purchase Agreement shall be based on readings taken by the Commission of the Illinois-American System Meter.

(b) **Village's Payments to the Commission.** The Village shall make all required payments to the Commission in accordance with the terms of the Water Purchase Agreement. To the extent that such payments depend on the amount of water delivered to the Village System, the Village's payments to the Commission pursuant to the Water Purchase Agreement shall be based on the difference between the readings taken by the Commission of the Village System Meter and the readings taken by the Commission of the Illinois-American System Meter. If, for any billing period, the measurement of the amount of water delivered through the Illinois-American System Meter exceeds the measurement of the amount of water delivered through the Village System Meter, then the difference between such readings shall be deemed zero.

(c) **Illinois-American's Payments to the Village.** Illinois-American shall pay to the Village, for the water transmission and delivery services under this Delivery Agreement, the amount of: 1) \$1.1550 per thousand gallons of water, or fraction thereof, metered by the Illinois-American System Meter (the "wheeling rate") plus 2) the rate of storage services in the amount of \$0.865 per thousand gallon of water (the "storage rate") or fraction thereof, both metered by the Illinois-American System Meter. The Village shall invoice Illinois-American monthly for such services, and payment shall be due within 30 days of invoicing by the Village. The Village and Illinois-American may review the variable components of the operational and maintenance expense and discuss if any adjustments are required to the wheeling and/or storage rate. At the option of the Village, the wheeling rate and the storage rate may be adjusted in the same proportion that the Village's water rate to its customer base increases or decreases. The Village agrees to give Illinois-American sixty (60) days written notice prior to any rate change going into effect. The ability or inability of Illinois-American to pass through the wheeling rate or the storage rate to its retail or wholesale customers in whole or in part, by reason of any law, regulation, court decision, or decision by the Illinois Commerce Commission, shall not impact the obligation of Illinois-American to pay the Village the full amount of the wheeling rate and storage rate in this Agreement.

### **Section 6. Special Covenants and Conditions.**

(a) **Village to Continue to Serve.** Village will use its best efforts to continue to serve Illinois-American with water.

(b) **Village to Maintain and Operate Village System Properly.** The Village shall take all reasonable steps to maintain and operate the Village System properly and in good condition and to continue to serve the customers in the Village System.

(c) **Illinois-American to Maintain and Operate System Properly.** Illinois-American shall take all reasonable steps to maintain and operate the Illinois-American System properly and in

good condition and to continue to serve the customers in the Illinois-American System.

(d) **Accounting and Audit.** The Commission, the Village and Illinois-American will make and keep proper books and accounts in which complete entries shall be made of all transactions relating to its system.

(e) **Insurance.** The Village and Illinois-American will carry insurance or maintain self-insurance with respect to its system of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments, settlements, judgments or expenses were advanced.

**Section 7. Force Majeure.** In case by reason of force majeure event occurs as to the obligations of the Village or Illinois-American under this Delivery Agreement and the Village and/or Illinois-American shall be rendered unable wholly or in part to carry out its obligation under this Delivery Agreement, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or the Village to deliver water hereunder, or of any party to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements are unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Delivery Agreement shall relieve a party of its obligation to make payments pursuant to the terms of this Delivery Agreement.

**Section 8. Releases and Indemnification.**

(a) **Indemnification of the Commission by Illinois-American.** To the fullest extent permitted by law, Illinois-American hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agree to indemnify and hold the Commission, and its respective

officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Illinois-American System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Illinois-American to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(b) Indemnification of the Commission by the Village.** To the fullest extent permitted by law, the Village hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold the Commission, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Village System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the Village to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(c) Indemnification of the Commission by the Village and Illinois-American for Third-Party Claims.** To the fullest extent permitted by law, Illinois-American and the Village agree to indemnify and hold harmless the Commission, and its respective officers, agents and employees, from any losses, costs, charges, expenses (including attorneys' fees), judgments, and liabilities incurred by the Commission, and its respective officers, agents and employees, in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Delivery Agreement.

**(d) Indemnification Claims Made by the Commission.** If any such claim provided for in subsections (a), (b) or (c), is asserted, the Commission shall give prompt notice to Illinois-American or the Village or both, as applicable, and Illinois-American or the Village or both, as applicable, if requested by the Commission, shall assume the defense thereof, it being understood, however, that neither Illinois-American nor the Village shall settle or consent to the settlement of any such claim without the written consent of the Commission. In connection with any such claims, litigation or liabilities, the Commission and its respective officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. Illinois-American and the Village, as applicable, shall be solely liable for all reasonable costs of such defense and for all reasonable expenses, fees, judgments, settlements and all reasonable other costs arising out of such claims, litigation, or liabilities. Illinois-American and the Village, as applicable, shall have the right to participate in the defense of any such claim, or litigation and, upon the request of the Commission as stated above, shall assume the defense of the Commission, and its respective officers, agents and employees.

**(e) Indemnification of Illinois-American by the Village.** To the fullest extent permitted by law, the Village hereby releases Illinois-American, and its respective officers, agents and employees, from and agrees that Illinois-American, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold Illinois-American, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement,

maintenance, or operation of the Village System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the Village to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(f) Indemnification of the Village by Illinois American.** To the fullest extent permitted by law, Illinois-American hereby releases the Village, and its respective officers, agents and employees, from and agrees that the Village, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold the Village, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Illinois-American System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Illinois-American to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**Section 9. Interpretation; Compliance with Existing Contracts.** This Delivery Agreement shall be deemed to be a separate written contract between the Commission, the Village and Illinois-American in Compliance with the Water Purchase Agreement. Except where expressly provided in this Delivery Agreement, nothing in this Delivery Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of this Water Purchase Agreement, and if there is any conflict or inconsistency between the terms of this Delivery Agreement and the terms of the Water Purchase Agreement, then the terms of the Water Purchase Agreement shall apply.

The Village shall at all times comply with all terms and conditions of the Water Purchase Agreement, and Illinois-American shall at all times comply with all terms and conditions of the Water Purchase Agreement, including without limitation the making of all payments due thereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Delivery Agreement, or Illinois-American's inability to receive water through the Point of Delivery provided by this Delivery Agreement, excuse, delay, or in any way other way affect the Village's or Illinois-American's performance under the Water Purchase Agreement.

**Section 10. Termination.** Illinois-American may terminate this Delivery Agreement upon twelve (12) months advance written notice to the Village as long as Illinois-American continues to purchase water from the Commission pursuant to the Water Purchase Agreement.

**Section 11. ICC Approval.** It is the understanding of the parties that no approval of this Agreement is needed from the Illinois Commerce Commission ("ICC"). If approval is necessary by the ICC, Illinois American will notify the Village. The Village agrees to reasonably cooperate with Illinois-American in support of Illinois-American's application seeking said approval, if necessary. Illinois-American shall bear the cost of seeking approval from the ICC, if ICC approval is necessary. If the ICC approves some but not all of the provisions of this Delivery Agreement, then the parties to this Delivery Agreement may, each in the exercise of their own discretion, agree by written amendment to revise the provisions of this Delivery Agreement to a form satisfactory to the Illinois Commerce Commission. In the event of such an agreed revision, this Delivery Agreement shall take effect as revised. Nothing in this Delivery Agreement shall be construed to require any party to agree to any revision to this Delivery Agreement as a result of any action by the Illinois Commerce Commission.

**Section 12. Effective Date and Term.** This Delivery Agreement shall be effective when all the parties have executed it (the "Effective Date"). This Delivery Agreement shall continue in force and effect until February 24, 2064 which is the term of the Water Purchase Agreement. The parties agree to negotiate in good faith a subsequent Delivery Agreement if desired by the parties.

**Section 13. Notices and Evidence of Actions.** All notices or communications provided for herein shall be in writing and shall be delivered to the party affected either in person or by overnight delivery service (UPS/Fed Ex) addressed to the principal office thereof.

Any action hereunder to be taken by the parties may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk or Secretary of such party.

**Section 14. Amendment.** This Delivery Agreement shall not be modified, revised, amended or annulled in any way except in writing approved by all parties hereto.

**Section 15. Severability.** Should any part, term, or provision of this Delivery Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 16. Governing Law; Superseder.** This Delivery Agreement shall be construed exclusively under the applicable laws of the State of Illinois. All other inconsistent contracts between the Village, Illinois-American and the Commission are hereby superseded and shall be null and void. The Parties agree that venue for any litigation shall only be proper in the Eighteenth Judicial Circuit, DuPage County, Illinois.

**Section 17. Execution in Counterparts.** This Delivery Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the Village, Illinois-American, and the Commission have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

VILLAGE OF LISLE

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Village Clerk

ILLINOIS-AMERICAN WATER COMPANY

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_

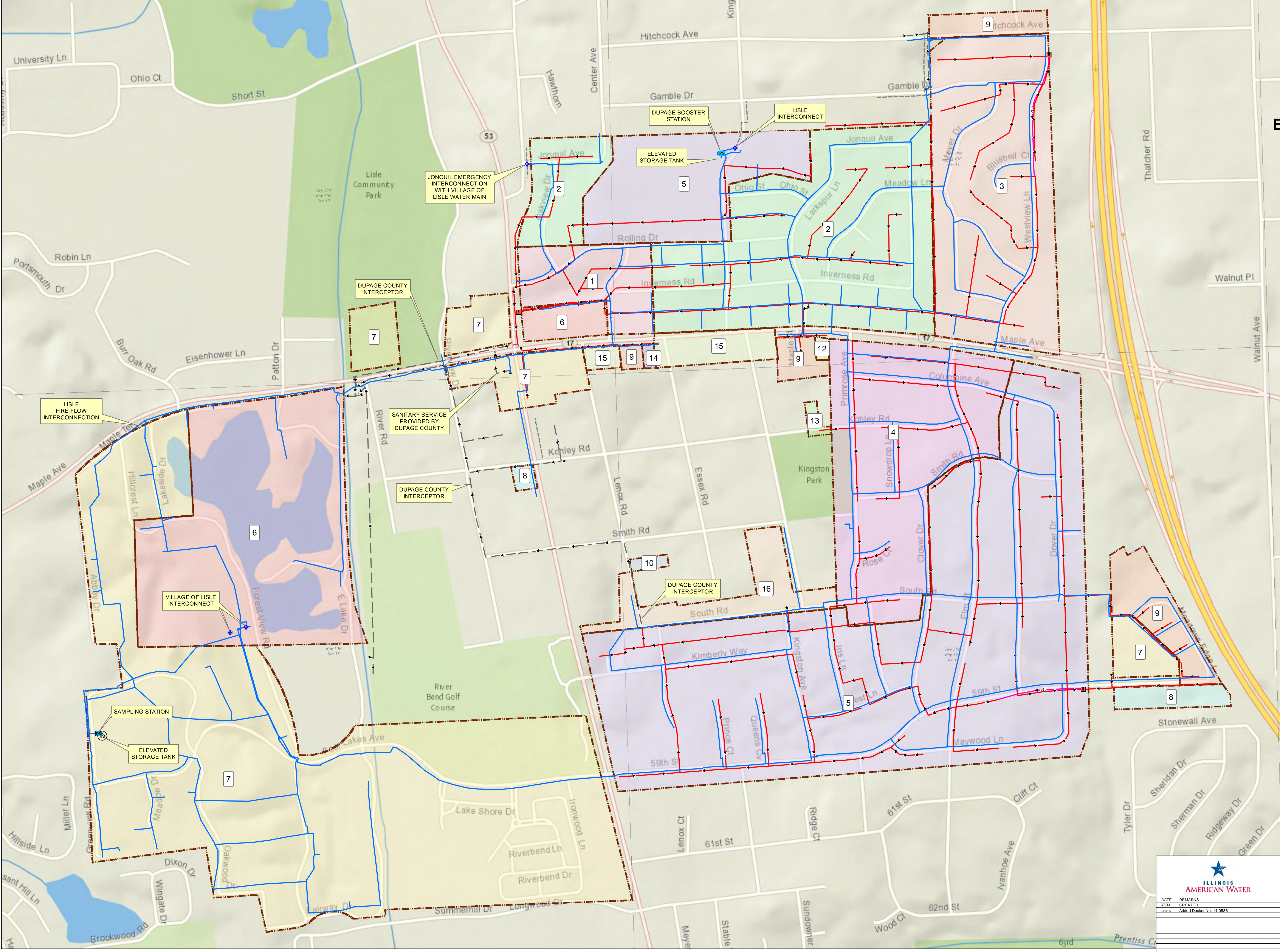
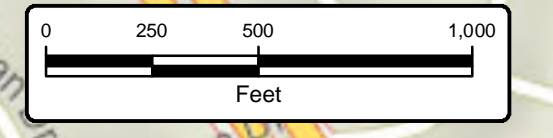
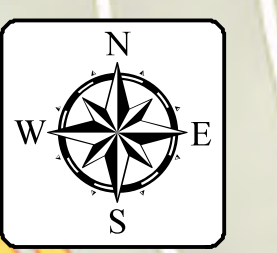


# EXHIBIT A

Top 35N  
Reg 10E  
Sec 12

## Legend

- Certificated Area
- <all other values>
- Docket Number**
  - 1 - Docket No. 43516
  - 2 - Docket No. 45169
  - 3 - Docket No. 45910
  - 4 - Docket No. 47915
  - 5 - Docket No. 48193
  - 6 - Docket No. 50048
  - 7 - Docket No. 90-0405
  - 8 - Docket No. 97-0383
  - 9 - Docket No. 01-0259
  - 10 - Docket No. 01-0645
  - 12 - Docket No. 04-0522
  - 13 - Docket No. 05-0791
  - 14 - Docket No. 08-0083
  - 15 - Docket No. 14-0536
  - 16 - Docket No. X
- Facilities**
  - Pump Station
  - System Interconnection
  - Water Tank
  - Lift Station
- Water Mains**
  - Potable Distribution
  - Raw Water
  - Potable Transmission
  - Owned & Operated By Others
- Sanitary Mains**
  - Gravity Collector and Interceptor Mains
  - Gravity Owned & Operated By Others
  - Force Main
  - Force Main Owned & Operated By Others



**CERTIFICATED AREA DRAWING  
MAINS AND FACILITIES  
CHICAGO METRO DISTRICT  
DU PAGE SERVICE AREA  
DU PAGE COUNTY, ILLINOIS**

DATE	REMARKS	PROJECT ENGR	APPROVER	DRAWN BY CHS	DATE: 2/2/2023
3/3/14	CREATED			PROJECT ENGR	PROJECT 81919
2/1/18	Added Docket No. 14-0536				

ENGINEERING DEPARTMENT  
ILLINOIS AMERICAN WATER  
100 NORTH WATER WORKS DRIVE BELLEVILLE, IL 62223

DRAWN BY CHS  
PROJECT ENGR  
APPROVER

USE DIMENSION ONLY  
SCALE SEE NOTED SCALES  
000-000000-00

ONLY USE APPROVED DRAWINGS  
FOR CONSTRUCTION PURPOSES



**RESOLUTION NO. 03-24**

**A RESOLUTION APPROVING A WATER TRANSMISSION AND DELIVERY AGREEMENT AMONG THE VILLAGE OF LOMBARD, ILLINOIS-AMERICAN WATER COMPANY AND THE DUPAGE WATER COMMISSION**

**WHEREAS**, the Village of Lombard (“Lombard”) is a nonhome-rule municipality located in DuPage County, Illinois;

**WHEREAS**, since 1991, Lombard has been the contracted water service provider for an incorporated area of Lombard located on the northeast side of Lombard, which is served by the Illinois American Water Company;

**WHEREAS**, Lombard has had a Water Service Agreement for these areas, first with Citizens Utilities from 1991 through 2002 and now with the Illinois-American Water Company (ILAW) from 2002 to present;

**WHEREAS**, the corporate authorities of Lombard have discussed and considered entering into a new Water Transmission and Delivery Agreement with ILAW and the DuPage Water Commission (DWC) for a term through February 24, 2064;

**WHEREAS**, the corporate authorities have reviewed the negotiated Water Transmission and Delivery Agreement between Lombard, Illinois American Water Company and the DuPage Water Commission (the “Parties”) and determined that it is in the best interest of the Village to enter into the Water Transmission and Delivery Agreement with the ILAW and DWC.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village of Lombard, as follows:

**SECTION 1:** The Village President and Village Clerk are hereby authorized to execute a Water Transmission and Delivery Agreement between the Village of Lombard, Illinois American Water Company and the DuPage Water Commission through February 24, 2064. The Water Transmission and Delivery Agreement will become effective upon the execution of the Water Transmission and Delivery Agreement by the Parties; provided, however, that if the Water Transmission and Delivery Agreement

**SECTION 2:** The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Village Board of Trustees.

**SECTION 3:** The Clerk is hereby authorized and directed to provide a copy of this Resolution to the Commission immediately after its approval.

**SECTION 4:** This Resolution shall be in full force and effect immediately upon and after its adoption.

Adopted this 18th day of January 2024, pursuant to a roll call vote as follows:

Ayes: Trustee LaVaque, Dudek, Puccio, Honig, and Militello

Nays: None

Absent: Trustee Bachner

Approved by me this 18th day of January 2024.

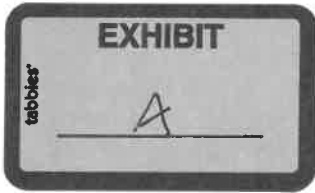


Keith T. Giagnorio  
Village President

ATTEST:



Elizabeth Brezinski  
Village Clerk



**WATER TRANSMISSION AND DELIVERY AGREEMENT  
AMONG THE VILLAGE OF LOMBARD, ILLINOIS-AMERICAN WATER COMPANY  
AND THE DUPAGE WATER COMMISSION**

This Water Transmission and Delivery Agreement, dated as of XX, is by and between the **Village of Lombard**, a municipal corporation of the State of Illinois (the "Village"), **Illinois-American Water Company**, an Illinois public utility corporation ("Illinois-American"), and the **DuPage Water Commission**, Counties of DuPage, Cook and Will, Illinois (the "Commission"), a county water commission and public corporation. organized under Division 135 of Article II 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.* (collectively, the "Acts"),

**WITNESSETH**

WHEREAS, Illinois-American owns and operates a water distribution system for the supply of domestic drinking water to approximately 264 customer connections located in the Village ("Illinois-American System");

WHEREAS, the Village owns and operates a water distribution system (the "Village System") which is interconnected to the Illinois-American System;

WHEREAS, Illinois-American and the Village have entered into a Water Purchase and Sale Contract dated XX ("Water Purchase Agreement") with the Commission for the sale by the Commission of water to Illinois-American its Illinois-American System and the Village to serve the Village System;

WHEREAS, pursuant to this Water Transmission and Delivery Agreement ("Delivery Agreement"), the Village agrees to deliver the water purchased by Illinois-American from the Commission to the Illinois-American System;

WHEREAS, the Commission has reviewed and approved this Delivery Agreement and the Commission provides its consent for the Village to deliver such water to the Illinois-American System;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Village, Illinois-American, and the Commission agree as follows:

**Section 1. Water Supply.**

(a) **Agreement to Deliver.** Subject to the provisions of this Delivery Agreement, the Village agrees to transmit and deliver water purchased by Illinois-American from the Commission through the Village System to the Illinois-American System, subject to availability of such water from the Commission. The Village's availability of such water hereunder, shall be limited to a maximum annual amount equivalent to the Illinois-American System's then current water allocation, and provided further that the maximum rate of water that the Village shall be required to deliver to the Illinois-American System in any one hour shall be in an amount equal to 1.7 times the Illinois-American System's water allocation as determined on an hourly basis.

(b) **Interconnection.** The Village will deliver water to the Illinois-American System through the interconnection between the Village System and the Illinois-American System ("Point of Delivery"). The Commission shall own, operate and maintain, at its own expense, a meter station at the Point of Delivery for purposes of measuring the water delivered through the Point of Delivery. Illinois-American shall own, operate, maintain and be responsible for a pressure adjusting or rate control station at the Point of Delivery. Illinois-American shall operate the rate control station to adjust and control the flow of water from the Village System into the Illinois-American System. Said deliveries shall be at a pressure not to exceed 85 pounds per square inch and not to be less than 35 pounds per square inch, measured at the Illinois-American System Metering Station.

(c) **Title to Water.** Title to all water delivered pursuant to this Delivery Agreement shall remain in the Commission to the lesser of the points ten feet (10 ft) downstream from the Commission's metering station or a common dividing wall between the Commission's metering station and the Village's pressure adjusting control station for its Village System. At the Commission's Metering Station, title to the water delivered shall pass from the Village to Illinois-American at the point the lesser of ten feet (10 ft) downstream from the Commission's metering station or a common dividing wall between the Commission's metering station and Illinois-American's pressure adjusting control station.

(d) **Water Quality.** The Village undertakes to provide that all water delivered to Illinois-American shall be of such quality, at the point of delivery as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Village shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the Village's Point of Delivery to the Illinois-American System. The Commission shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the Commission's point of delivery to the Village System.

(e) **Storage.** The Village and Illinois-American shall each for its own system, construct and maintain, during the life of the term of this Delivery Agreement and any renewal or extension of it, effective water storage capacity equal to the water storage capacity required by the Water Purchase Agreement. Such water storage capacity shall be constructed, maintained, and expanded as necessary in accordance with the terms of the Water Purchase Agreement.

## **Section 2. Measuring Equipment.**

(a) **Commission to Supply Equipment, Official Record.** The Commission has furnished and installed, and will continue to own, operate, maintain, repair and replace, at its own expense, at the Point of Delivery the necessary equipment and devices for measuring properly the quantity of water delivered under this Delivery Agreement, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. The Commission shall provide Illinois-American and the Village access to such structures and equipment for examination and inspection at reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Delivery Agreement, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of Illinois-American, the

Commission will give Illinois-American a copy of such journal or record book, or permit Illinois-American to have access thereto in the office of the Commission during regular business hours.

**(b) Check Meters.** Illinois-American may, at its option and its own expense, install and operate a check meter to check each meter installed by the Commission, but the measurement of water for the purpose of this Delivery Agreement shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by Illinois-American, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

**(c) Meter Readings.** The Commission shall read the meters at the Illinois-American System Metering Station ("Illinois-American System Meter") and the Commission meters installed or maintained pursuant to the Water Purchase Agreement to serve the Village System ("Village System Meter") as close to simultaneously as possible.

**Section 3. Unit of Measurement.** The unit of measurement for water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the parties otherwise agree, to be so calibrated.

**Section 4. Limitations on Supply of Water.**

**(a) Curtailment.** If at any time it becomes necessary for the Commission to limit generally its delivery of water to its customers for any reason, then the Village and Illinois-American Water together shall take all reasonable and appropriate actions to provide that such water as is delivered by the Commission is shared by the Village and Illinois-American Water on a pro rata basis.

**(b) Limitation on Supply to City.** If at any time it becomes necessary for the Commission to limit its delivery of water to the Village System (but not to the Illinois-American System) for any reason pursuant to the Water Purchase Agreement and specifically related to the Village, then the Village shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Village System, to limit the use of water in the Village System so that the Illinois-American System's pro rata share of water is delivered by the Village to the Illinois-American System.

**(c) Limitation on Supply to Illinois-American.** If at any time it becomes necessary for the Commission to limit its delivery of water to the Illinois-American System (but not to the Village System) for any reason specifically related to Illinois-American, then Illinois-American shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Illinois-American System, and the Village shall be entitled to, make all necessary and appropriate adjustments to the Village System, to assure that the appropriate amount of water to which the Village System is entitled is delivered to the Village System during such period of curtailment to Illinois-American.

**(d) Emergency Use of Other Sources.** Illinois-American may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity. Nothing in this Delivery Agreement shall be construed to prohibit Illinois-American or the Village from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such water requirements of the Village or Illinois-American, from any source including wells owned by Illinois-American or the Village and maintained for emergency use.

**(e) No Liability of Commission.** Except as set forth in the Water Purchase Agreement, Illinois-American and the Village each hereby acknowledge and agree that the Commission shall not be liable either to Illinois-American or to the Village for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of water to them or to either one of them.

**(f) No Liability of Village.** Illinois-American acknowledges and agrees that the Village shall not be liable to Illinois-American for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of water to Illinois-American.

**(g) Expansion of the Illinois-American System Service Area.** The current service area of the Illinois-American System is designated on the map attached hereto as Exhibit A. Illinois-American shall obtain written approval from the Village prior to expanding the current service area of the Illinois-American System and such consent shall not unreasonably be withheld by the Village. If the proposed service area expansion of the Illinois-American System affects property serviceable by the Village System, the Village reserves the right of first refusal to annex the affected property and require its connections to the Village System. Notwithstanding any requirements of the Water Purchase Agreement to the contrary, and subject to all of the provisions of the Water Purchase Agreement, the Commission shall only be required to sell and deliver to Illinois-American an amount of water necessary from time to time to serve the water requirements of the Illinois-American System's current service area designated on Exhibit A attached hereto.

#### **Section 5. Prices and Terms of Payment.**

**(a) Illinois-American's Payments to the Commission.** Illinois-American shall make all required payments to the Commission in accordance with the Water Purchase Agreement. To the extent that such payments depend upon the amount of water delivered to the Illinois-American System, Illinois-American payments to the Commission pursuant to the Water Purchase Agreement shall be based on readings taken by the Commission of the Illinois-American System Meter.

**(b) Village's Payments to the Commission.** The Village shall make all required payments to the Commission in accordance with the terms of the Water Purchase Agreement. To the extent that such payments depend on the amount of water delivered to the Village System, the Village's payments to the Commission pursuant to the Water Purchase Agreement shall be based on the difference between the readings taken by the Commission of the Village System Meter and the readings taken by the Commission of the Illinois-American System Meter. If, for any billing period, the measurement of the amount of water delivered through the Illinois-American System Meter exceeds the measurement of the amount of water delivered through the Village System Meter, then the difference between such readings shall be deemed zero.

**(c) Illinois-American's Payments to the Village.** Illinois-American shall pay to the Village, for the water transmission and delivery services under this Delivery Agreement, the amount of: 1) \$1.1550 per thousand gallons of water, or fraction thereof, for transportation (the "wheeling

rate”), plus 2) the rate of storage services in the amount of \$0.1900 per thousand gallons of water (the “storage rate”), or fraction thereof, both as metered by the Illinois-American System Meter. The Village shall invoice Illinois-American monthly for such services, and payment shall be due within 30 days of invoicing by the Village. The Village and Illinois-American will review the variable components of the operational and maintenance expense to determine if any adjustments are required to the wheeling rate. Illinois-American agrees that the wheeling rate may be adjusted in the same proportion that the Village’s water rate to its customer base increases or decreases. The Village agrees to give Illinois-American sixty (60) days written notice prior to any rate change going into effect, but any change in rates can go into effect only upon Illinois-American receiving approval from the Illinois Commerce Commission, if necessary.

(d) **System Storage.** The Village shall maintain effective water storage capacity equal to the water storage capacity required by the Village’s Water Purchase Agreement with the Commission for the Village System plus the storage capacity required for the Illinois-American System in Illinois-American’s Water Purchase Agreement with the Commission. For purposes of calculating the water storage capacity required by the Water Purchase Agreement, the Village hereby acknowledges and agrees that the effective water storage capacity maintained by the Village in the Village System shall be reduced by the storage capacity to be provided by the Village for Illinois-American’s System pursuant to this Delivery Agreement. If at any time the Village’s effective water storage capacity is not sufficient to meet the storage requirements of both the Village’s Water Purchase Agreement with the Commission and Illinois-American’s Water Purchase Agreement with the Commission then the deficiency, up to the maximum extent requirement of the Water Purchase Agreement, shall be deemed attributable to the Illinois-American System and shall be corrected by Illinois-American, unless an amendment to this Delivery Agreement is made and the Village agrees to correct the deficiency. If at any time during the term of this Delivery Agreement the Village’s storage capacity is not sufficient to meet the storage requirements of both the Village’s Water Purchase Agreement with the Commission and Illinois-American’s Water Purchase Agreement with the Commission, then Illinois-American shall, at its sole cost and expense, promptly plan, design, permit, and construct additional storage capacity upon demand by the Village or the Commission.

#### **Section 6. Special Covenants and Conditions.**

(a) **Village to Continue to Serve.** Village will use its best efforts to continue to serve Illinois-American with water.

(b) **Village to Maintain and Operate Village System Properly.** The Village shall take all reasonable steps to maintain and operate the Village System properly and in good condition and to continue to serve the customers in the Village System.

(c) **Illinois-American to Maintain and Operate System Properly.** Illinois-American shall take all reasonable steps to maintain and operate the Illinois-American System properly and in good condition and to continue to serve the customers in the Illinois-American System.

(d) **Accounting and Audit.** The Commission, the Village and Illinois-American will make and keep proper books and accounts in which complete entries shall be made of all transactions relating to its system.

(e) **Insurance.** The Village and Illinois-American will carry insurance or maintain self-insurance with respect to its system of the kinds and in the amounts which are customarily carried or

maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments, settlements, judgments or expenses were advanced.

**Section 7. Force Majeure.** In case by reason of force majeure event occurs as to the obligations of the Village or Illinois-American under this Delivery Agreement and the Village and/or Illinois-American shall be rendered unable wholly or in part to carry out its obligation under this Delivery Agreement, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or the Village to deliver water hereunder, or of any party to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements are unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Delivery Agreement shall relieve a party of its obligation to make payments pursuant to the terms of this Delivery Agreement.

**Section 8. Releases and Indemnification.**

(a) **Indemnification of the Commission by Illinois-American.** To the fullest extent permitted by law, Illinois-American hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agree to indemnify and hold the Commission, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Illinois-American System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Illinois-American to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.



**(b) Indemnification of the Commission by the Village.** To the fullest extent permitted by law, the Village hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold the Commission, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Village System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the Village to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(c) Indemnification of the Commission by the Village and Illinois-American for Third-Party Claims.** To the fullest extent permitted by law, Illinois-American and the Village agree to indemnify and hold harmless the Commission, and its respective officers, agents and employees, from any losses, costs, charges, expenses (including attorneys' fees), judgments, and liabilities incurred by the Commission, and its respective officers, agents and employees, in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Delivery Agreement.

**(d) Indemnification Claims Made by the Commission.** If any such claim provided for in subsections (a), (b) or (c), is asserted, the Commission shall give prompt notice to Illinois-American or the Village or both, as applicable, and Illinois-American or the Village or both, as applicable, if requested by the Commission, shall assume the defense thereof, it being understood, however, that neither Illinois-American nor the Village shall settle or consent to the settlement of any such claim without the written consent of the Commission. In connection with any such claims, litigation or liabilities, the Commission and its respective officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. Illinois-American and the Village, as applicable, shall be solely liable for all reasonable costs of such defense and for all reasonable expenses, fees, judgments, settlements and all reasonable other costs arising out of such claims, litigation, or liabilities. Illinois-American and the Village, as applicable, shall have the right to participate in the defense of any such claim, or litigation and, upon the request of the Commission as stated above, shall assume the defense of the Commission, and its respective officers, agents and employees.

**(e) Indemnification of Illinois-American by the Village.** To the fullest extent permitted by law, the Village hereby releases Illinois-American, and its respective officers, agents and employees, from and agrees that Illinois-American, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold Illinois-American, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Village System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the Village to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(f) Indemnification of the Village by Illinois American.** To the fullest extent permitted by law, Illinois-American hereby releases the Village, and its respective officers, agents and employees, from and agrees that the Village, and its respective officers, agents and employees, shall

not be liable for, and agrees to indemnify and hold the Village, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Illinois-American System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Illinois-American to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**Section 9. Interpretation; Compliance with Existing Contracts.** This Delivery Agreement shall be deemed to be a separate written contract between the Commission, the Village and Illinois-American in compliance with the Water Purchase Agreement. Except where expressly provided in this Delivery Agreement, nothing in this Delivery Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of this Water Purchase Agreement, and if there is any conflict or inconsistency between the terms of this Delivery Agreement and the terms of the Water Purchase Agreement, then the terms of the Water Purchase Agreement shall apply.

The Village shall at all times comply with all terms and conditions of the Water Purchase Agreement, and Illinois-American shall at all times comply with all terms and conditions of the Water Purchase Agreement, including without limitation the making of all payments due thereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Delivery Agreement, or Illinois-American's inability to receive water through the Point of Delivery provided by this Delivery Agreement, excuse, delay, or in any way other way affect the Village's or Illinois-American's performance under the Water Purchase Agreement.

**Section 10. Termination.** Illinois-American may terminate this Delivery Agreement upon twelve (12) months advance written notice to the Village as long as Illinois-American continues to purchase water from the Commission pursuant to the Water Purchase Agreement.

**Section 11. ICC Approval.** This Delivery Agreement may be subject to the approval of the Illinois Commerce Commission, and the Village agree to cooperate with Illinois-American in support of Illinois-American's application seeking said approval, if necessary. If the Illinois Commerce Commission approves some but not all of the provisions of this Delivery Agreement, then the parties to this Delivery Agreement may, each in the exercise of their own discretion, agree by written amendment to revise the provisions of this Delivery Agreement to a form satisfactory to the Illinois Commerce Commission. In the event of such an agreed revision, this Delivery Agreement shall take effect as revised. Nothing in this Delivery Agreement shall be construed to require any party to agree to any revision to this Delivery Agreement as a result of any action by the Illinois Commerce Commission.

**Section 12. Effective Date and Term.** This Delivery Agreement shall be effective when all the parties have executed it (the "Effective Date"). This Delivery Agreement shall continue in force and effect until February 24, 2064 which is the term of the Water Purchase Agreement. The parties agree to negotiate in good faith a subsequent Delivery Agreement if desired by the parties.

**Section 13. Notices and Evidence of Actions.** All notices or communications provided for herein shall be in writing and shall be delivered to the party affected either in person or by overnight delivery service (UPS/Fed Ex) addressed to the principal office thereof.

Any action hereunder to be taken by the parties may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk or Secretary of such party.

**Section 14. Amendment.** This Delivery Agreement shall not be modified, revised, amended or annulled in any way except in writing approved by all parties hereto.

**Section 15. Severability.** Should any part, term, or provision of this Delivery Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 16. Governing Law; Superseder.** This Delivery Agreement shall be construed exclusively under the applicable laws of the State of Illinois. All other “wheeling contracts” between the Village, Illinois-American and the Commission, related to the Illinois-American service area seen in Exhibit A, are hereby superseded and shall be null and void. The Parties agree that venue for any litigation shall only be proper in the Eighteenth Judicial Circuit, DuPage County, Illinois.

**Section 17. Execution in Counterparts.** This Delivery Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the Village, Illinois-American, and the Commission have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

VILLAGE OF LOMBARD

By: \_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

ILLINOIS-AMERICAN WATER COMPANY

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_

**Exhibit A**

**Illinois American Water**



**MEMORANDUM**

**TO:** The Honorable Mayor and City Council  
**FROM:** Michael G. Dzugan, City Manager  
**DATE:** February 5, 2024  
**SUBJECT:** **Wheeling Water to Illinois-American Water Company Agreement**

**Request**

Review the following agreement and consider the resolution authorizing execution of such:

- Water Transmission and Delivery Agreement Among the City of Wheaton, Illinois-American Water Company and the DuPage Water Commission

**Background**

DuPage Water Commission and Customer Contract & DuPage Water Commission Extension of the City of Chicago Contract – As you’ll recall on December 18, 2023, City Council authorized the execution of the DuPage Water Commission and Customer Contract by Ordinance O-2023-55 to purchase water from DWC to sell to residents. Additionally, Resolution R-2023-109 was adopted expressing support of an extension of the Water Supply Contract Between the DuPage Water Commission and the City of Chicago.

Wheeling Water to Illinois-American Water Company – In 1993, the City and DWC entered into a Water Transmission and Delivery Agreement with then Citizens Utilities Company of Illinois (now Illinois-American Water Company) permitting the City to “wheel” water to Illinois-American Water to service the Arrowhead subdivision. The water Illinois-American receives from DWC goes through our distribution system to a meter that is located at the end of the City’s system connecting to the Arrowhead distribution system to supply approximately 606 customer connections located in unincorporated Wheaton. Illinois-American pays DWC directly for the water consumed and the City has a service fee (“Wheeling Rate”) attached to that consumption.

Wheeling Water Agreement	Wheeling Rate*	Approximate Annual Revenue
Current – Expires 2/24/2024	\$0.20	\$10,000
Updated – Expires 2/24/2064	\$1.1550	\$58,000

*\*Transmission and delivery services rate per thousand gallons of water, or a fraction thereof.*

- *Illinois-American agrees that the Wheeling Rate may be adjusted in the same proportion that the City’s water rate to its customer base increases and decreases.*

Five other municipalities on the DWC system also have wheeling agreements (Elmhurst, Glen Ellyn, Lisle, Lombard, and Winfield), all of which expire in February 2024. To date, all municipalities have updated agreements through February 24, 2064, with the exception of Winfield and Lisle.



WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

CITY COUNCIL: MICHAEL BARBIER | ERICA BRAY-PARKER | SCOTT BROWN | BRADLEY CLOUSING | LYNN ROBBINS | SCOTT WELLER

Staff has completed negotiations pertaining to the terms of the wheeling agreement which is attached as Exhibit A.

**Recommendation**

Staff recommends adoption of the Resolution authorizing the execution of the Water Transmission and Delivery Agreement Among the City of Wheaton, Illinois-American Water Company and the DuPage Water Commission in effect until February 24, 2064, which is the term of the water purchase agreement with DWC.



**RESOLUTION R-2024-xx**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A WATER TRANSMISSION AND DELIVERY AGREEMENT AMONG THE CITY OF WHEATON, ILLINOIS-AMERICAN WATER COMPANY AND THE DUPAGE WATER COMMISSION (ARROWHEAD WATER WHEELING AGREEMENT)**

**WHEREAS**, the City of Wheaton, Illinois, ("City") is an Illinois Home Rule Municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, Illinois-American Water Company ("Illinois-American") and the City have entered into a Water Purchase and Sale Contract dated January 18, 2024 ("Water Purchase Agreement"), with the DuPage Water Commission ("Commission") for the sale of water by the Commission; and

**WHEREAS**, since 1993, Illinois-American, formerly Citizens Utilities Company of Illinois, has operated a water distribution system for the supply of domestic drinking water to approximately 606 customer connections located in unincorporated Wheaton, Illinois ("Arrowhead System") through delivery of water by the City pursuant to the Arrowhead Water Wheeling Agreement which expires on February 24, 2024; and

**WHEREAS**, the City agrees to continue to deliver water purchased by Illinois-American from the Commission to Illinois-American's Arrowhead System; and

**WHEREAS**, the City, Illinois-American and the Commission desire to formalize the Water Transmission and Delivery Agreement ("Delivery Agreement").

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Wheaton, Du Page County, Illinois, pursuant to its home rule powers, as follows:

**SECTION 1:** The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the City Council.

**SECTION 2:** The City Council hereby approves and consents to the Delivery Agreement, without further action by the City Council.

**SECTION 3:** The Mayor is hereby authorized to execute and the City Clerk is hereby directed to attest to the Water Transmission and Delivery Agreement Among the City of Wheaton, Illinois-American Water Company and the DuPage Water Commission; and that a copy of that certain Delivery Agreement is on file with the City Clerk and is incorporated herein as if fully set forth as Exhibit A.

**SECTION 4:** The City Clerk is hereby authorized and directed to provide a copy of this Resolution and Delivery Agreement to Illinois-American and the Commission after its approval.

**ADOPTED** this 5<sup>th</sup> day of February 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Roll Call Vote:

Ayes:

Nays:

Absent:

**WATER TRANSMISSION AND DELIVERY AGREEMENT  
AMONG THE CITY OF WHEATON, ILLINOIS-AMERICAN WATER COMPANY  
AND THE DUPAGE WATER COMMISSION**

This Water Transmission and Delivery Agreement, dated as of January 18, 2024, is by and between the **City of Wheaton**, a municipal corporation of the State of Illinois (the “City”), **Illinois-American Water Company**, an Illinois public utility corporation (“Illinois-American”), and the **DuPage Water Commission**, Counties of DuPage, Cook, Kane and Will, Illinois (the “Commission”), a county water commission and public corporation. organized 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.* (collectively, the “Acts”),

**WITNESSETH**

**WHEREAS**, Illinois-American owns and operates a water distribution system for the supply of domestic drinking water to approximately 606 customer connections located in unincorporated Wheaton, Illinois (“Arrowhead System”);

**WHEREAS**, the City owns and operates a water distribution system (the “City System”) which is interconnected to the Arrowhead System;

**WHEREAS**, Illinois-American and the City have entered into a Water Purchase and Sale Contract dated January 18, 2024 (“Water Purchase Agreement”) with the Commission for the sale of water by the Commission to Illinois-American for its Arrowhead System and to the City to serve the City System;

**WHEREAS**, pursuant to this Water Transmission and Delivery Agreement (“Delivery Agreement”), the City agrees to deliver the water purchased by Illinois-American from the Commission to Illinois-American’s Arrowhead System;

**WHEREAS**, the Commission has reviewed and approved this Delivery Agreement and the Commission provides its consent for the City to deliver such water to the Arrowhead System for Illinois-American.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the City, Illinois-American, and the Commission agree as follows:

**Section 1. Water Supply.**

(a) **Agreement to Deliver.** Subject to the provisions of this Delivery Agreement, the City agrees to transmit and deliver water purchased by Illinois-American from the Commission through the City System to the Arrowhead System, subject to availability of such water from the Commission. The City’s availability of such water hereunder, shall be limited to a maximum annual amount equivalent to the Arrowhead System’s then current water allocation, and provided further that the maximum rate of water that the City shall be required to deliver to the Arrowhead System in any one hour shall be in an amount equal to 1.7 times the Arrowhead System’s water allocation as determined on an hourly basis.

**(b) Interconnection.** The City will deliver water to the Arrowhead System through the interconnection between the City System and the Arrowhead System (“Point of Delivery”). The Commission shall own, operate and maintain, at its own expense, a meter station at the Point of Delivery for purposes of measuring the water delivered through the Point of Delivery. Illinois-American shall own, operate, maintain and be responsible for a pressure adjusting or rate control station at the Point of Delivery. Illinois-American shall operate the rate control station to adjust and control the flow of water from the City System into the Arrowhead System. Said deliveries shall be at a pressure not to exceed 85 pounds per square inch and not to be less than 35 pounds per square inch, measured at the Arrowhead System Metering Station.

**(c) Title to Water.** Title to all water delivered pursuant to this Delivery Agreement shall remain in the Commission to the lesser of the points ten feet (10 ft) downstream from the Commission’s Wheaton metering station or a common dividing wall between the Commission’s Wheaton metering station and Wheaton’s pressure adjusting control station for its City System. At the Commission’s Arrowhead Metering Station, title to the water delivered shall pass from the City to Illinois-American at the point the lesser of ten feet (10 ft) downstream from the Commission’s Arrowhead metering station or a common dividing wall between the Commission’s Arrowhead metering station and Illinois-American’s pressure adjusting control for the Arrowhead Station.

**(d) Water Quality.** The City will maintain the quality of the water delivered by the Commission to the point of delivery to Illinois-American. The City shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the City’s Point of Delivery to the Arrowhead System. The Commission shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the Commission’s point of delivery to the City System.

**(e) Storage.** The City and Illinois-American shall each for its own system, construct and maintain, during the life of the term of this Delivery Agreement and any renewal or extension of it, effective water storage capacity equal to the water storage capacity required by the Water Purchase Agreement. Such water storage capacity shall be constructed, maintained, and expanded as necessary in accordance with the terms of the Water Purchase Agreement.

## **Section 2. Measuring Equipment.**

**(a) Commission to Supply Equipment, Official Record.** The Commission has furnished and installed, and will continue to own, operate, maintain, repair and replace, at its own expense, at the Point of Delivery the necessary equipment and devices for measuring properly the quantity of water delivered under this Delivery Agreement, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. The Commission shall provide Illinois-American and the City access to such structures and equipment for examination and inspection at reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Delivery Agreement, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of Illinois-American or the City, the Commission will give Illinois-American or the City a copy of such journal or record book, or permit Illinois-American or

the City to have access thereto in the office of the Commission during regular business hours.

**(b) Check Meters.** Illinois-American may, at its option and its own expense, install and operate a check meter to check each meter installed by the Commission, but the measurement of water for the purpose of this Agreement shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by Illinois-American, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

**(c) Meter Readings.** The Commission shall read the meters at the Arrowhead System Metering Station ("Arrowhead System Meter") and the Commission meters installed or maintained pursuant to the Water Purchase Agreement to serve the City System ("City System Meter") as close to simultaneously as possible.

**Section 3. Unit of Measurement.** The unit of measurement for water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the parties otherwise agree, to be so calibrated.

#### **Section 4. Limitations on Supply of Water.**

**(a) Curtailment.** If at any time it becomes necessary for the Commission to limit generally its delivery of water to its customers for any reason, then the City and Illinois-American together shall take all reasonable and appropriate actions to provide that such water as is delivered by the Commission is shared by the City and Illinois-American on a pro rata basis provided, however, that if as a result of such limitations of delivery of such water, the City deems it necessary to impose water use limitations on customers of the City System, then Illinois-American shall impose similar water use limitations on customers of the Arrowhead System, and shall actively enforce such limitations through all reasonable means, including shut-off of water service to offending customers. Upon written notice from the City to Illinois-American that Illinois-American has failed to actively enforce such limitations as to customers of the Arrowhead System, and the failure of Illinois-American to remedy such violation, the City shall be entitled to restrict the supply and delivery of the water to the Arrowhead System to a level consistent with the amount to be supplied if such water use limitations had been and were being enforced. In addition, the City is under no obligation to provide Illinois-American with the City's well system water in the event the Commission limits the supply of water for any reason.

**(b) Limitation on Supply to City.** If at any time it becomes necessary for the Commission to limit its delivery of water to the City System (but not to the Arrowhead System) for any reason pursuant to the Water Purchase Agreement and specifically related to the City, then the City shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the City System, to limit the use of water in the City System so that the Arrowhead System's pro rata share of water is delivered by the City to the Arrowhead System.

**(c) Limitation on Supply to Illinois-American.** If at any time it becomes necessary for the Commission to limit its delivery of water to the Arrowhead System (but not to the City System) for any reason specifically related to Illinois-American, then Illinois-American shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Arrowhead System, and the City shall, and shall be entitled to, make all necessary and appropriate adjustments to the City System, to assure that the appropriate amount of water to which the City System is entitled is delivered to the City System during such period of curtailment to Illinois-American.

**(d) Emergency Use of Other Sources.** Illinois-American may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity. Nothing in this Agreement shall be construed to prohibit Illinois-American or the City from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such water requirements of the City or Illinois-American, from any source including wells owned by Illinois-American or the City and maintained for emergency use.

**(e) No Liability of Commission.** Illinois-American and the City each hereby acknowledge and agree that the Commission shall not be liable either to Illinois-American or to the City for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of water to them or to either one of them.

**(f) No Liability of City.** Illinois-American acknowledges and agrees that the City shall not be liable to Illinois-American for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of water to Illinois-American.

**(g) Expansion of the Arrowhead System Service Area.** The current service area of the Arrowhead System is designated on the map attached hereto as Exhibit A. Illinois-American shall obtain written approval from the City prior to expanding the current service area of the Arrowhead System and such consent shall not unreasonably be withheld by the City. If the proposed service area expansion of the Arrowhead System affects property serviceable by the City System, the City reserves the right of first refusal to annex the affected property and require its connections to the City System. Notwithstanding any requirements of the Water Purchase Agreement to the contrary, and subject to all of the provisions of the Water Purchase Agreement, the Commission shall only be required to sell and deliver to Illinois-American an amount of water necessary from time to time to serve the water requirements of the Arrowhead System's current service area designated on Exhibit A attached hereto.

## **Section 5. Prices and Terms of Payment.**

**(a) Illinois-American's Payments to the Commission.** Illinois-American shall make all required payments to the Commission in accordance with the Water Purchase Agreement. To the extent that such payments depend upon the amount of water delivered to the Arrowhead System, Illinois-American's payments to the Commission pursuant to the Water Purchase Agreement shall be based on readings taken by the Commission of the Arrowhead System Meter.

**(b) City's Payments to the Commission.** The City shall make all required payments to the Commission in accordance with the terms of the Water Purchase Agreement. To the extent that such payments depend on the amount of water delivered to the City System, the City's payments to the Commission pursuant to the Water Purchase Agreement shall be based on the difference between

the readings taken by the Commission of the City System Meter and the readings taken by the Commission of the Arrowhead System Meter. If, for any billing period, the measurement of the amount of water delivered through the Arrowhead System Meter exceeds the measurement of the amount of water delivered through the City System Meter, then the difference between such readings shall be deemed zero.

**(c) Illinois-American's Payments to the City.** Illinois-American shall pay to the City, for the water transmission and delivery services under this Agreement, the amount of \$1.1550 per thousand gallons of water, or fraction thereof, metered by the Arrowhead System Meter (the "wheeling rate"). The City shall invoice Illinois-American monthly for such services, and payment shall be due within 30 days of invoicing by the City. The City and Illinois-American will review the variable components of the operational and maintenance expense to determine if any adjustments are required to the wheeling rate. Illinois-American agrees that the wheeling rate may be adjusted in the same proportion that the City's water rate to its customer base increases or decreases. The City agrees to give Illinois-American sixty (60) days written notice prior to any rate change going into effect, but any change in rates can go into effect only upon Illinois-American receiving approval from the Illinois Commerce Commission, if necessary.

#### **Section 6. Special Covenants and Conditions.**

**(a) City to Continue to Serve.** The City will use its best efforts to continue to serve Illinois-American with water.

**(b) City to Maintain and Operate City System Properly.** The City shall take all reasonable steps to maintain and operate the City System properly and in good condition and to continue to serve the customers in the City System.

**(c) Illinois-American to Maintain and Operate Arrowhead System Properly.** Illinois-American shall take all reasonable steps to maintain and operate the Arrowhead System properly and in good condition and to continue to serve the customers in the Arrowhead System.

**(d) Accounting and Audit.** The Commission, the City and Illinois-American will make and keep proper books and accounts in which complete entries shall be made of all transactions relating to its system.

**(e) Insurance.** The City and Illinois-American will carry insurance or maintain self-insurance with respect to its system of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments, settlements, judgments or expenses were advanced.

**Section 7. Force Majeure.** In case by reason of force majeure event occurs as to the obligations



of the City or Illinois-American under this Delivery Agreement and the City and/or Illinois-American shall be rendered unable wholly or in part to carry out its obligation under this Delivery Agreement, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or the City to deliver water hereunder, or of any party to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements are unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Delivery Agreement shall relieve a party of its obligation to make payments pursuant to the terms of this Delivery Agreement.

#### **Section 8. Releases and Indemnification.**

**(a) Indemnification of the Commission by Illinois-American.** To the fullest extent permitted by law, Illinois-American hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agree to indemnify and hold the Commission, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Arrowhead System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Illinois-American to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(b) Indemnification of the Commission by the City.** To the fullest extent permitted by law, the City hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold the Commission, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the City System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the City to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(c) Indemnification of the Commission by the City and Illinois-American for Third-**



**Party Claims.** To the fullest extent permitted by law, Illinois-American and the City agree to indemnify and hold harmless the Commission, and its respective officers, agents and employees, harmless to the fullest extent permitted by law from any losses, costs, charges, expenses (including attorneys' fees), judgments, and liabilities incurred by the Commission, and its respective officers, agents and employees, in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Delivery Agreement.

**(d) Indemnification Claims Made by the Commission.** If any such claim provided for in subsections (a), (b) or (c), is asserted, the Commission shall give prompt notice to Illinois-American or the City or both, as applicable, and Illinois-American or the City or both, as applicable, if requested by the Commission, shall assume the defense thereof, it being understood, however, that neither Illinois-American nor the City shall settle or consent to the settlement of any such claim without the written consent of the Commission. In connection with any such claims, litigation or liabilities, the Commission and its respective officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. Illinois-American and the City, as applicable, shall be solely liable for all reasonable costs of such defense and for all reasonable expenses, fees, judgments, settlements and all reasonable other costs arising out of such claims, litigation, or liabilities. Illinois-American and the City, as applicable, shall have the right to participate in the defense of any such claim, or litigation and, upon the request of the Commission as stated above, shall assume the defense of the Commission, and its respective officers, agents and employees.

**(e) Indemnification of Illinois-American by the City.** To the fullest extent permitted by law, the City hereby releases Illinois-American, and its respective officers, agents and employees, from and agrees that Illinois-American, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold Illinois-American, and its respective officers, agents and employees, harmless from any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the City System and any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the City to comply with its covenants or obligations contained in this Agreement.

**(f) Indemnification of the City by Illinois American.** To the fullest extent permitted by law, Illinois-American hereby releases the City, and its respective officers, agents and employees, from and agrees that the City, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold the City, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Arrowhead System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Illinois-American to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including in each such case, any attorneys' fees.

**Section 9. Interpretation; Compliance with Existing Contracts.** This Delivery Agreement shall be deemed to be a separate written contract between the Commission, the City and Illinois-American in compliance with the Water Purchase Agreement. Except where expressly provided in this Agreement, nothing in this Delivery Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of the Water Purchase Agreement, and if there is any conflict or

inconsistency between the terms of this Delivery Agreement and the terms of the Water Purchase Agreement, then the terms of the Water Purchase Agreement shall apply.

Both the City and Illinois-American shall at all times comply with all terms and conditions of the Water Purchase Agreement, including without limitation the making of all payments due thereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Delivery Agreement, or Illinois-American's inability to receive water through the Point of Delivery provided by this Delivery Agreement, excuse, delay, or in any way other way affect the City's or Illinois-American's performance under the Water Purchase Agreement.

**Section 10. Termination.** Illinois-American may terminate this Agreement upon twelve (12) months advance written notice to the City as long as Illinois-American continues to purchase water from the Commission pursuant to the Water Purchase Agreement.

**Section 11. ICC Approval.** This Agreement may be subject to the approval of the Illinois Commerce Commission, and the City agrees to cooperate with Illinois-American in support of Illinois-American's application seeking said approval, if necessary. If the Illinois Commerce Commission approves some but not all of the provisions of this Agreement, then the parties to this Agreement may, each in the exercise of their own discretion, agree by written amendment to revise the provisions of this Agreement to a form satisfactory to the Illinois Commerce Commission. In the event of such an agreed revision, this Agreement shall take effect as revised. Nothing in this Agreement shall be construed to require any party to agree to any revision to this Agreement as a result of any action by the Illinois Commerce Commission.

**Section 12. Effective Date and Term.** This Delivery Agreement shall be effective when all the parties have executed it (the "Effective Date"). This Delivery Agreement shall continue in force and effect until February 24, 2064 which is the term of the Water Purchase Agreement. The parties agree to negotiate in good faith a subsequent Delivery Agreement if desired by the parties.

**Section 13. Notices and Evidence of Actions.** All notices or communications provided for herein shall be in writing and shall be delivered to the party affected either in person, by overnight delivery service (UPS/Fed Ex) or USPS first class mail, return receipt requested, addressed to the principal office thereof.

Any action hereunder to be taken by the parties may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk or Secretary of such party.

**Section 14. Amendment.** This Agreement shall not be modified, revised, amended or annulled in any way except in writing approved by all parties hereto.

**Section 15. Severability.** Should any part, term, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 16. Governing Law; Superseder.** This Agreement shall be construed exclusively under the applicable laws of the State of Illinois. All other wheeling contracts between the City, Illinois-American and the Commission are hereby superseded and shall be null and void.

The Parties agree that venue for any litigation shall only be proper in the Eighteenth Judicial Circuit, DuPage County, Illinois.

**Section 17. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

**IN WITNESS WHEREOF**, the City, Illinois-American, and the Commission have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.


CITY OF WHEATON

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

ILLINOIS-AMERICAN WATER COMPANY

By:  \_\_\_\_\_  
President

Attest:



DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_



cow/1

Village Board Meeting

Agenda Item Report

<b>Subject:</b> Water wheeling contract renewal with Illinois American Water Company		
<b>Agenda Location:</b> Committee of the Whole		<b>Presenter:</b> Village Manager
<b>Staff/Consultant:</b> Village Attorney		<b>Meeting Date:</b> February 1, 2024
<b>FINANCIAL</b>		
<b>Account</b>	<b>Budgeted</b>	<b>Actual</b>
<b>Previous Village Board Action:</b>		
<p>Winfield operates a wheeling agreement with unincorporated Wheaton Ridge, by which Lake Michigan water for them is stored in the Village water tank near Klein Creek Golf Course and provided to the unincorporated subdivision through a meter used for billing. Just as the Village in December 2023 renewed its agreement to receive Lake water through the DuPage Water Commission, this wheeling agreement now needs to be updated with any changes the Village may seek. With assistance of the Village Attorney, staff have conducted negotiations securing commitments to increase fees for water storage, and tie these to an annual rate adjustment based on the consumer price index. A few outstanding issues remain as staff work to complete the service agreement renewal.</p>		
<b>Recommendation:</b>		

**WATER TRANSMISSION AND DELIVERY AGREEMENT  
AMONG THE VILLAGE OF WINFIELD, ILLINOIS-AMERICAN WATER COMPANY  
AND THE DUPAGE WATER COMMISSION**

This Water Transmission and Delivery Agreement, dated as of January 18, 2024, is by and between the **Village of Winfield**, a municipal corporation of the State of Illinois (the “Village”), **Illinois-American Water Company**, an Illinois public utility corporation (“Illinois-American”), and the **DuPage Water Commission**, Counties of DuPage, Cook and Will, Illinois (the “Commission”), a county water commission and public corporation. organized under Division 135 of Article II 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.* (collectively, the “Acts”),

**WITNESSETH**

WHEREAS, Illinois-American owns and operates a water distribution system for the supply of domestic drinking water to approximately 1,285 customer connections located in the Village (“Illinois-American System”);

WHEREAS, the Village owns and operates a water distribution system (the “Village System”) which is interconnected to the Illinois-American System;

WHEREAS, Illinois-American and the Village have entered into a Water Purchase and Sale Contract dated XX (“Water Purchase Agreement”) with the Commission for the sale by the Commission of water to Illinois-American its Illinois-American System and the Village to serve the Village System;

WHEREAS, pursuant to this Water Transmission and Delivery Agreement (“Delivery Agreement”), the Village agrees to deliver the water purchased by Illinois-American from the Commission to the Illinois-American System;

WHEREAS, the Commission has reviewed and approved this Delivery Agreement and the Commission provides its consent for the Village to deliver such water to the Illinois-American System;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Village, Illinois-American, and the Commission agree as follows:

**Section 1. Water Supply.**

**(a) Agreement to Deliver.** Subject to the provisions of this Delivery Agreement, the Village agrees to transmit and deliver water purchased by Illinois-American from the Commission through the Village System to the Illinois-American System, subject to availability of such water from the Commission. The availability of such water hereunder, shall be limited to a maximum annual amount equivalent to the Illinois-American System’s then current water allocation, and provided further that the maximum rate of water that the Village shall be required to deliver to the Illinois-American System in any one hour shall be in an amount equal to 1.7 times the Illinois-American System’s water allocation as determined on an hourly basis.

**(b) Interconnection.** The Village will deliver water to the Illinois-American System through the interconnection between the Village System and the Illinois-American System (“Point of Delivery”). The Commission shall own, operate and maintain, at its own expense, a meter station at the Point of Delivery for purposes of measuring the water delivered through the Point of Delivery. Illinois-American shall own, operate, maintain and be responsible for a pressure adjusting or rate control station at the Point of Delivery. Illinois-American shall operate the rate control station to adjust and control the flow of water from the Village System into the Illinois-American System. Said deliveries shall be at a pressure not to exceed 85 pounds per square inch and not to be less than 35 pounds per square inch, measured at the Illinois-American System Metering Station.

**(c) Title to Water.** Title to all water delivered pursuant to this Delivery Agreement shall remain in the Commission to the lesser of the points ten feet (10 ft) downstream from the Commission’s metering station or a common dividing wall between the Commission’s metering station and the Village’s pressure adjusting control station for its Village System. At the Commission’s Metering Station, title to the water delivered shall pass from the Village to Illinois-American at the point the lesser of ten feet (10 ft) downstream from the Commission’s metering station or a common dividing wall between the Commission’s metering station and Illinois-American’s pressure adjusting control station.

**(d) Water Quality.** The Village undertakes to provide that all water delivered to Illinois-American shall be of such quality, at the point of delivery as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Village shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the Village’s Point of Delivery to the Illinois-American System. The Commission shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the Commission’s point of delivery to the Village System.

**(e) Storage.** The Village shall maintain effective water storage capacity equal to the water storage capacity required by the Water Purchase Agreement for the Village System plus the storage capacity required for the Illinois-American System in the Water Purchase Agreement. For purposes of calculating the water storage capacity required by the Water Purchase Agreement, the Village hereby acknowledges and agrees that the effective water storage capacity maintained by the Village in the Village System shall be reduced by the storage capacity to be provided by the Village for Illinois-American’s System pursuant to this Delivery Agreement. If at any time the Village’s effective water storage capacity is not sufficient to meet the storage requirements of the Illinois-American System in the Water Purchase Agreement then the deficiency, shall be corrected by Illinois-American, unless an amendment to this Delivery Agreement is made and the Village agrees to correct the deficiency. If at any time during the term of this Delivery Agreement, the Village’s storage capacity is not sufficient to meet the storage requirements in the Water Purchase Agreement of both the Village System and the Illinois-American System, then Illinois-American shall, at its sole cost and expense, promptly plan, design, permit, and construct additional storage capacity upon demand by the Village or the Commission. Absent separate written agreement, the maximum water storage capacity the Village agrees to provide for the Illinois-American System is 710,000 gallons, and the Village has no obligation to expand its storage capacity to accommodate the Illinois-American System. At any time during the term of this Delivery Agreement, Illinois-American may in its discretion choose to construct storage for the Illinois-American System. If Illinois-American constructs this additional storage, the storage rate set forth in Section 5(c) of this Delivery Agreement shall be eliminated or reduced.

## **Section 2. Measuring Equipment.**

**(a) Commission to Supply Equipment, Official Record.** The Commission has furnished and installed, and will continue to own, operate, maintain, repair and replace, at its own expense, at the Point of Delivery the necessary equipment and devices for measuring properly the quantity of water delivered under this Delivery Agreement, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. The Commission shall provide Illinois-American and the Village access to such structures and equipment for examination and inspection at reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Delivery Agreement, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of Illinois-American, the Commission will give Illinois-American a copy of such journal or record book, or permit Illinois-American to have access thereto in the office of the Commission during regular business hours.

**(b) Check Meters.** Illinois-American may, at its option and its own expense, install and operate a check meter to check each meter installed by the Commission, but the measurement of water for the purpose of this Delivery Agreement shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by Illinois-American, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

**(c) Meter Readings.** The Commission shall read the meters at the Illinois-American System Metering Station ("Illinois-American System Meter") and the Commission meters installed or maintained pursuant to the Water Purchase Agreement to serve the Village System ("Village System Meter") as close to simultaneously as possible.

**Section 3. Unit of Measurement.** The unit of measurement for water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the parties otherwise agree, to be so calibrated.

## **Section 4. Limitations on Supply of Water.**

**(a) Curtailment.** If at any time it becomes necessary for the Commission to limit generally its delivery of water to its customers for any reason, then the Village and Illinois-American Water together shall take all reasonable and appropriate actions to provide that such water as is delivered by the Commission is shared by the Village and Illinois-American Water on a pro rata basis.

**(b) Limitation on Supply to Village.** If at any time it becomes necessary for the Commission to limit its delivery of water to the Village System (but not to the Illinois-American



System) for any reason pursuant to the Water Purchase Agreement and specifically related to the Village, then the Village shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Village System, to limit the use of water in the Village System so that the Illinois-American System's pro rata share of water is delivered by the Village to the Illinois-American System.

**(c) Limitation on Supply to Illinois-American.** If at any time it becomes necessary for the Commission to limit its delivery of water to the Illinois-American System (but not to the Village System) for any reason specifically related to Illinois-American, then Illinois-American shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Illinois-American System, and the Village shall, and shall be entitled to, make all necessary and appropriate adjustments to the Village System, to assure that the appropriate amount of water to which the Village System is entitled is delivered to the Village System during such period of curtailment to Illinois-American.

**(d) Emergency Use of Other Sources.** Illinois-American may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity. Nothing in this Delivery Agreement shall be construed to prohibit Illinois-American or the Village from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such water requirements of the Village or Illinois-American, from any source including wells owned by Illinois-American or the Village and maintained for emergency use.

**(e) No Liability of Commission.** Illinois-American and the Village each hereby acknowledge and agree that the Commission shall not be liable either to Illinois-American or to the Village for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of water to them or to either one of them.

**(f) No Liability of Village.** Illinois-American acknowledges and agrees that the Village shall not be liable to Illinois-American for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of water to Illinois-American.

**(g) Expansion of the Illinois-American System Service Area.** The current service area of the Illinois-American System is designated on the map attached hereto as Exhibit A. Illinois-American shall obtain written approval from the Village prior to expanding the current service area of the Illinois-American System and such consent shall not unreasonably be withheld by the Village. It is not unreasonable for the Village to withhold consent if the Village determines that proposed service area expansion of the Illinois-American System affects property serviceable by the Village System ~~without a main extension~~, affects property within the Village's planning jurisdiction, affects property that could reasonably be serviceable by the Village System ~~within three months~~ in the future by reason of annexation, or affects property that could be subject to an annexation agreement or pre-annexation agreement. The Village reserves the right of first refusal to annex the affected property and require its connection to the Village System. Notwithstanding any requirements of the Water Purchase Agreement to the contrary, and subject to all of the provisions of the Water Purchase Agreement, the Commission shall only be required to sell and deliver to Illinois-American an amount of water necessary from time to time to serve the water requirements of the Illinois-American System's current service area designated on Exhibit A attached hereto.

## **Section 5. Prices and Terms of Payment.**



**(a) Illinois-American’s Payments to the Commission.** Illinois-American shall make all required payments to the Commission in accordance with the Water Purchase Agreement. To the extent that such payments depend upon the amount of water delivered to the Illinois-American System, Illinois-American payments to the Commission pursuant to the Water Purchase Agreement shall be based on readings taken by the Commission of the Illinois-American System Meter.

**(b) Village’s Payments to the Commission.** The Village shall make all required payments to the Commission in accordance with the terms of the Water Purchase Agreement. To the extent that such payments depend on the amount of water delivered to the Village System, the Village’s payments to the Commission pursuant to the Water Purchase Agreement shall be based on the difference between the readings taken by the Commission of the Village System Meter and the readings taken by the Commission of the Illinois-American System Meter. If, for any billing period, the measurement of the amount of water delivered through the Illinois-American System Meter exceeds the measurement of the amount of water delivered through the Village System Meter, then the difference between such readings shall be deemed zero.

**(c) Illinois-American’s Payments to the Village.** Illinois-American shall pay to the Village, for the water transmission and delivery services under this Delivery Agreement, the amount of 1) \$1.1550 per thousand gallons of water, or fraction thereof, for transportation (the “wheeling rate”), plus 2) the rate of storage services in the amount of \$0.865 per thousand gallons of water (the “storage rate”), or fraction thereof, both metered by the Illinois-American System Meter. The Village shall invoice Illinois-American monthly for such services, and payment shall be due within 30 days of invoicing by the Village. The Village and Illinois-American may review the variable components of the operational and maintenance expense and discuss if any adjustments are required to the wheeling rate and storage rate.

The wheeling rate and storage rate will be adjusted on May 1, 2025 by a factor obtained by the following formula using the Consumer Price Index (“CPI”) as measured by the tax cap limitation statutes:

$$\text{FACTOR} = \frac{[\text{CPI on 12/31/2024 minus CPI on 12/31/2023}]}{[\text{CPI on 12/31/2023}]} \times 66.67\%$$

The annual wheeling rate adjustment will be in effect on May 1 of each subsequent year and the factor formula referenced above shall be used with the substitution of CPI on December 31 of the two preceding years. The annual adjustment will not be less than a 0% increase.

The Village agrees to give Illinois-American sixty (60) days written notice prior to any rate change going into effect. The ability or inability of Illinois-American to pass through the wheeling rate to its retail or wholesale water customers in whole or in part, by reason of any law, regulation, court decision, or decision by the Illinois Commerce Commission, shall not impact the obligation of Illinois-American to pay the Village the full amount of the wheeling rate in this Agreement.

## **Section 6. Special Covenants and Conditions.**

**(a) Village to Continue to Serve.** Village will use its best efforts to continue to serve Illinois-American with water.

**(b) Village to Maintain and Operate Village System Properly.** The Village shall take all

reasonable steps to maintain and operate the Village System properly and in good condition and to continue to serve the customers in the Village System.

(c) **Illinois-American to Maintain and Operate System Properly.** Illinois-American shall take all reasonable steps to maintain and operate the Illinois-American System properly and in good condition and to continue to serve the customers in the Illinois-American System.

(d) **Accounting and Audit.** The Commission, the Village and Illinois-American will make and keep proper books and accounts in which complete entries shall be made of all transactions relating to its system.

(e) **Insurance.** The Village and Illinois-American will carry insurance or maintain self-insurance with respect to its system of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments, settlements, judgments or expenses were advanced.

**Section 7. Force Majeure.** In case by reason of force majeure event occurs as to the obligations of the Village or Illinois-American under this Delivery Agreement and the Village and/or Illinois-American shall be rendered unable wholly or in part to carry out its obligation under this Delivery Agreement, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or the Village to deliver water hereunder, or of any party to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements are unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Delivery Agreement shall relieve a party of its obligation to make payments pursuant to the terms of this Delivery Agreement.

**Section 8. Releases and Indemnification.**

**(a) Indemnification of the Commission by Illinois-American.** To the fullest extent permitted by law, Illinois-American hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agree to indemnify and hold the Commission, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Illinois-American System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Illinois-American to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(b) Indemnification of the Commission by the Village.** To the fullest extent permitted by law, the Village hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold the Commission, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Village System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the Village to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(c) Indemnification of the Commission by the Village and Illinois-American for Third-Party Claims.** To the fullest extent permitted by law, Illinois-American and the Village agree to indemnify and hold harmless the Commission, and its respective officers, agents and employees, from any losses, costs, charges, expenses (including attorneys' fees), judgments, and liabilities incurred by the Commission, and its respective officers, agents and employees, in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Delivery Agreement.

**(d) Indemnification Claims Made by the Commission.** If any such claim provided for in subsections (a), (b) or (c), is asserted, the Commission shall give prompt notice to Illinois-American or the Village or both, as applicable, and Illinois-American or the Village or both, as applicable, if requested by the Commission, shall assume the defense thereof, it being understood, however, that neither Illinois-American nor the Village shall settle or consent to the settlement of any such claim without the written consent of the Commission. In connection with any such claims, litigation or liabilities, the Commission and its respective officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. Illinois-American and the Village, as applicable, shall be solely liable for all reasonable costs of such defense and for all reasonable expenses, fees, judgments, settlements and all reasonable other costs arising out of such claims, litigation, or liabilities. Illinois-American and the Village, as applicable, shall have the right to participate in the defense of any such claim, or litigation and, upon the request of the Commission as stated above, shall assume the defense of the Commission, and its respective officers, agents and employees.

**(e) Indemnification of Illinois-American by the Village.** To the fullest extent permitted by law, the Village hereby releases Illinois-American, and its respective officers, agents and

employees, from and agrees that Illinois-American, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold Illinois-American, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Village System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the Village to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each such case, any attorneys' fees.

**(f) Indemnification of the Village by Illinois American.** To the fullest extent permitted by law, Illinois-American hereby releases the Village, and its respective officers, agents and employees, from and agrees that the Village, and its respective officers, agents and employees, shall not be liable for, and agrees to indemnify and hold the Village, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Illinois-American System, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Illinois-American to comply with its covenants or obligations contained in this Delivery Agreement, or (3) the failure to supply water or for any interruption of the water supply, including, in each case, any attorneys' fees.

**Section 9. Interpretation; Compliance with Existing Contracts.** This Delivery Agreement shall be deemed to be a separate written contract between the Commission, the Village and Illinois-American in Compliance with the Water Purchase Agreement. Except where expressly provided in this Delivery Agreement, nothing in this Delivery Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of this Water Purchase Agreement, and if there is any conflict or inconsistency between the terms of this Delivery Agreement and the terms of the Water Purchase Agreement, then the terms of the Water Purchase Agreement shall apply.

The Village shall at all times comply with all terms and conditions of the Water Purchase Agreement, and Illinois-American shall at all times comply with all terms and conditions of the Water Purchase Agreement, including without limitation the making of all payments due thereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Delivery Agreement, or Illinois-American's inability to receive water through the Point of Delivery provided by this Delivery Agreement, excuse, delay, or in any way other way affect the Village's or Illinois-American's performance under the Water Purchase Agreement.

**Section 10. Termination.** Illinois-American may terminate this Delivery Agreement upon twelve (12) months advance written notice to the Village as long as Illinois-American continues to purchase water from the Commission pursuant to the Water Purchase Agreement.

**Section 11. ICC Approval.** ~~It is the understanding of the parties Illinois-American believes that no approval of this Agreement is needed from the Illinois Commerce Commission ("ICC"), before Illinois-American enters into this Delivery Agreement. Nonetheless if, Illinois-American determines~~ If approval is necessary by the ICC, ~~Illinois American~~ it will notify the Village. The Village agrees to reasonably cooperate with Illinois-American in support of Illinois-American's application seeking said approval, if necessary. Illinois-American shall bear the cost of seeking approval from the ICC, if ICC approval is necessary. If the ICC approves some but not all of the

provisions of this Delivery Agreement, then the parties to this Delivery Agreement may, each in the exercise of their own discretion, agree by written amendment to revise the provisions of this Delivery Agreement to a form satisfactory to the Illinois Commerce Commission. In the event of such an agreed revision, this Delivery Agreement shall take effect as revised. Nothing in this Delivery Agreement shall be construed to require any party to agree to any revision to this Delivery Agreement as a result of any action by the Illinois Commerce Commission.

**Section 12. Effective Date and Term.** This Delivery Agreement shall be effective when all the parties have executed it (the "Effective Date"). This Delivery Agreement shall continue in force and effect until February 24, 2064 which is the term of the Water Purchase Agreement. The parties agree to negotiate in good faith a subsequent Agreement if desired by the parties.

**Section 13. Notices and Evidence of Actions.** All notices or communications provided for herein shall be in writing and shall be delivered to the party affected either in person or by overnight delivery service (UPS/Fed Ex) addressed to the principal office thereof.

Any action hereunder to be taken by the parties may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk or Secretary of such party.

**Section 14. Amendment.** This Delivery Agreement shall not be modified, revised, amended or annulled in any way except in writing approved by all parties hereto.

**Section 15. Severability.** Should any part, term, or provision of this Delivery Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 16. Governing Law; Superseder.** This Delivery Agreement shall be construed exclusively under the applicable laws of the State of Illinois. All other inconsistent wheeling contracts between the Village, Illinois-American and the Commission are hereby superseded and shall be null and void. The Parties agree that venue for any litigation shall only be proper in the Eighteenth Judicial Circuit, DuPage County, Illinois.

**Section 17. Execution in Counterparts.** This Delivery Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the Village, Illinois-American, and the Commission have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

VILLAGE OF WINFIELD

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Village Clerk

ILLINOIS-AMERICAN WATER COMPANY

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_



## MEMORANDUM

**To:** Paul May – General Manager

**From:** Chris Bostick – Manager of Water Operations  
Jeff Loster – Manager of Engineering

Mike Weed – Operations & Instrumentation Supervisor  
Dariusz Panaszek – Pipeline & Remote Facilities Supervisor  
Jessica Haney – Project Engineer  
Denis Cuvalo – SCADA and Information Technology Supervisor

**Date:** 2/8/2024

**Subject:** Status of Operations, Engineering and Construction

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### Operations Overview

The Commission's sales for January 2024 were a total of 2.14 billion gallons. This represents an average daily demand of 68.9 million gallons per day (MGD), which is higher than the January 2023 average day demand of 65.4 MGD. The maximum day demand was 76.7 MGD recorded on January 21, 2024, which is higher than the January 2023 maximum day demand of 69.3 MGD. The minimum day flow was 60.9 MGD.

The Commission's recorded total precipitation for January 2024 was 3.46 inches compared to 2.53 inches for January 2023. The level of Lake Michigan for January 2024 is 578.48 (Feet International Great Lakes Datum (IGLD) 1985) compared to 578.87 (Feet IGLD 1985) for January 2023.

### Operations & Instrumentation Maintenance and Construction Overview

A modernization upgrade that includes the replacement of electromechanical controls and communication systems on the DuPage Pump Station's single-car elevator is 95% complete. Commissioning of controls is complete; cab remodel is in process. The tentative completion date is March 1, 2024.

High Lift Pump #9 is in the process of being inspected including mechanical checks, sandblasting, painting, and resurfacing of seal faces. Tentative completion is February 29<sup>th</sup>.

Staff inspected and performed preventive maintenance on nine (9) 30" Cone Valves including roller replacement, lubricating, and seal packing replacement.



The Annual Customer Meter Testing Program is 100% complete.

R-18-24 Appears on the agenda as a Resolution Awarding Quick Response Electrical Contract QRE-10/24 to Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc. This Contract is to provide labor, material, and equipment for work that the Commission is unable to perform through its own personnel and with its own equipment, for a 2-year period through February 2026.

#### **Assistance to NSMJAWA**

NSMJAWA (Northwest Suburban Municipal Joint Action Water Agency) has indicated they may have a leak. To date, the extent of the leak is undetermined, however the eventuality is that in order to perform repairs, it may be necessary to utilize interconnections to support their system if the repairs last for an extended period of time. Several commission customers which have existing emergency interconnects with certain NSMJAWA customers, have been contacted seeking permission to operate the interconnects to back-feed the NSMJAWA customers if NSMJAWA ceases operation. In addition, the Village of Schaumburg, also a NSMJAWA customer, has requested activation of the DWC/Schaumburg Emergency Interconnection to supply Schaumburg with up to 10 million gallons per day. Schaumburg also intends to back-feed other NSMJAWA customers through the DWC interconnect if possible. DWC continues engaging in conversations between NSMJAWA directly, as well as NSMJAWA customers and Commission Customers to ascertain what assistance the Commission may be able to lend without impacting service to the DuPage Water Commission system as a whole.

#### **Pipeline & Remote Facilities Maintenance Overview**

Pipeline Staff is replacing emergency lighting and exit lighting fixtures at Remote Facilities, inspecting Corrosion Protection Test Stations, and performing maintenance and corrective work.

Pipeline Staff continues monitoring I-294 (NB) Tollway construction work in the vicinity of the Commission's 72-inch water main.

Resolution R-12-24 appears on the agenda to authorize the General Manager to purchase steel pipe and butt straps from American Spiral Weld Pipe at a cost not to exceed \$50,000. The purpose of the purchase is to replenish an inventory of pipes and butt straps.

Resolution R-13-24 appears on the agenda to approve and ratify an Amendment to Work Authorization Order No. 019 to Quick Response Contractor, Rossi Contractors, Inc. The original scope of work was extended due to conditions found during the repair process.

Resolution R-14-24 appears on the agenda to approve and ratify an Amendment to Work Authorization Order No. 020 to Quick Response Contractor, Rossi Contractors, Inc. The original scope of work was extended due to conditions found during the repair process.



Staff are developing a scope of work for a contractor to perform an exploratory excavation, with potential remediation of corrosion, on the east discharge main of the DuPage Pump Station. Staff are undertaking this task due to the corroded conditions found on the west discharge main in fall 2023.

### **SCADA & Information Technology Overview**

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. Concentric is performing the Factory Acceptance Test (FAT) for the new SCADA control panels for the DWC campus. The SCADA system installation is scheduled to begin February 19th starting with the DWC campus network equipment and control panels. The new AV system hardware has been installed, including the head-end network equipment and the Control Room TV wall. The final component, the AV system controls, will be installed in February alongside the SCADA system network components. The project is progressing under budget and on schedule.

### **Engineering & Capital Improvement Program Overview**

The DPPS Emergency Generation System Modifications (Contract PSD-10/22) project is ongoing. The portable generator has been modified as necessary and was reinstalled on-site earlier this month, with generator control work continuing to progress. The exterior of the addition is now complete and interior life safety system, HVAC and electrical work continue.

DeLasCasas CP, LLC. has completed designs for cathodic protection systems to service a portion of the West Transmission Main and the Inner Belt Transmission Main.

Resolution R-15-24 appears on the agenda to approve Work Authorization Order No. 024 with Rossi Contractors, Inc. for the construction of the cathodic protection system as designed on the Inner Belt Transmission main.

Resolution R-21-24 appears on the agenda to authorize the General Manager to purchase anodes and other ancillary items from Mesa Products for the Inner Belt Transmission Main Cathodic Protection Project. Staff is requesting pre-purchase of these products to optimize costs and eliminate the typical overhead and profit charged by contractors when the material purchase is incorporated into construction projects.

Resolution R-20-24 appears on the agenda to approve an amendment to Task Order No. 18 with AECOM Technical Services, Inc. for design and bidding services associated with a request to add an additional connection point for the Village of Lombard. This work originally began in 2021, however, the work was postponed shortly thereafter pending advancement of a development project in Lombard. Due to the delay in the project schedule as well as some additional services needed, the cost to complete the work has increased.

### **WaterLink Communities (Montgomery/Oswego/Yorkville)**

Phase I engineering on the WaterLink Project has largely been completed. The resulting Project Development Report (PDR) that was shared with the Engineering and Construction Committee has also been distributed to the three WaterLink Communities for their review. The information in this PDR will enable them to apply for their intended funding sources so that subsequent stages of the project can be funded and proceed. To that end, a Phase 2 proposal has been requested from the Phase I engineering consultant, LAN and Associates (LAN) and is tentatively scheduled to be brought to the Board for review and approval in March or April. In the meantime, Commission staff continues to work with the LAN team in reviewing and advancing critical path items, including working with ComEd to secure easement rights through their right-of-way for nearly 11 miles of pipeline as well as with the DuPage County Forest Preserve at Springbrook Prairie. These efforts, if successful, will lead to significant reductions in projects costs, construction duration, and disturbance to the public.

### **Alternate Water Source Study**

In October 2023, the Board of Commissioners received a presentation from the engineering firm Carollo Inc., in which a general project overview and progress were shared with the Commission. Project design components, schedule, costs, and potential water agency partners were also reviewed. Burns and McDonnell engineers were then engaged to validate the Carollo study. Both firms worked together to refine the projected construction schedule to assist the Commission with determining the optimal length of extension for the Water Purchase and Sale Agreement with the City of Chicago. Based upon this effort and the resulting project memorandum, Staff is recommending that the Board consider the Chicago Source Water Contract Extension as outlined in R-11-24, which appears on the Administration Committee agenda, proposing a 17-year extension.

Since the completion of the updated “North” route update report, the Northwest Water Commission (NWC) has elected not to further participate in consideration due to limited financial benefit. Therefore, it is necessary to perform a follow-up revision to the report without the flow to NWC included. R-19-24 appears on the agenda seeking approval of the 1<sup>st</sup> Amendment to Task Order No. 03 with Carollo Engineers to refine the report including revisions to scale facility designs accordingly and identify associated impacts.

### **February 2024 Commission Agenda Items:**

**Resolution R-12-24:** A Resolution Authorizing the General Manager to Purchase Steel Pipe and Butt Straps **(American Spiral Weld Pipe – Cost Not-To-Exceed \$50,000.00)**

**Resolution R-13-24:** A Resolution Approving and Ratifying an Amendment to Work Authorization Order No. 019 Under Quick Response Contract QR-12/21 **(Rossi Contractors Inc. – Increase Cost Not-To-Exceed \$42,393.19)**

**Resolution R-14-24:** A Resolution Approving and Ratifying an Amendment to Work Authorization Order No. 020 Under Quick Response Contract QR-12/21 **(Rossi Contractors Inc. – Increase Cost Not-To-Exceed \$145,636.12)**

**Resolution R-15-24:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 **(WAO No. 24-Rossi Contractors, Inc.-Not-To-Exceed \$300,000.)**

**Resolution R-18-24:** A Resolution Awarding Quick Response Electrical Contracts QRE-10/24 **(No Cost This Action)**

**Resolution R-19-24:** A recommendation to authorize the First Amendment to Master Services Agreement Task Order #3 with Carollo Engineering, Inc, for Alternative Source Water Project professional engineering services **(Increase Not-To-Exceed Cost from \$50,000 to \$68,079)**

**Resolution R-20-24:** A Resolution Approving a First Amendment to Task Order No. 18 under a Master Contract with AECOM Technical Services, Inc. **(Increase Not-To-Exceed Cost from \$104,920 to \$122,620)**

**Resolution R-21-24:** A Resolution to Authorize the General Manager to Purchase Galvanic Anodes, Coupons, and Backfill for Upcoming Cathodic Protection Projects **(Mesa Products - Not-To-Exceed \$165,000)**

#### **Attachments**

1. DuPage Laboratory Bench Sheets for January 2024
2. Water Sales Analysis 01-May-2020 to 30-January-2024
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation
5. WaterLink status report

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 31-Jan-24

PER DAY AVERAGE 78,010,403

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-20	2,084,924,000	2,141,838,951	97.34%	\$10,362,072.28	\$8,513,809.83	376,100	0.02%	97.36%	\$4.97	\$3.975
Jun-20	2,522,634,000	2,596,146,493	97.17%	\$12,537,490.98	\$10,571,508.52	731,078	0.03%	97.20%	\$4.97	\$4.072
Jul-20	2,782,507,000	2,872,440,835	96.87%	\$13,829,059.79	\$11,696,579.08	647,000	0.02%	96.89%	\$4.97	\$4.072
Aug-20	3,078,522,000	3,180,137,701	96.80%	\$15,300,254.34	\$12,949,520.72	3,694,350	0.12%	96.92%	\$4.97	\$4.072
Sep-20	2,427,570,000	2,510,646,051	96.69%	\$12,065,022.90	\$10,223,350.72	1,148,848	0.05%	96.74%	\$4.97	\$4.072
Oct-20	2,143,671,000	2,203,255,879	97.30%	\$10,654,044.87	\$8,971,657.94	748,000	0.03%	97.33%	\$4.97	\$4.072
Nov-20	1,897,985,000	1,957,960,123	96.94%	\$9,432,985.45	\$7,972,813.62	200,026	0.01%	96.95%	\$4.97	\$4.072
Dec-20	1,955,711,000	2,027,160,874	96.48%	\$9,719,883.67	\$8,254,599.08	348,955	0.02%	96.49%	\$4.97	\$4.072
Jan-21	1,988,344,000	2,040,857,402	97.43%	\$9,882,069.68	\$8,310,371.34	205,828	0.01%	97.44%	\$4.97	\$4.072
Feb-21	1,915,366,000	1,971,858,620	97.14%	\$9,519,369.02	\$8,029,408.30	290,224	0.01%	97.15%	\$4.97	\$4.072
Mar-21	1,986,888,000	2,055,661,022	96.65%	\$9,874,833.36	\$8,370,651.68	512,237	0.02%	96.68%	\$4.97	\$4.072
Apr-21	1,959,759,000	2,010,756,459	97.46%	\$9,740,002.23	\$8,187,800.30	1,013,926	0.05%	97.51%	\$4.97	\$4.072
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,961,815,221	96.66%	\$9,424,665.67	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,621,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	\$10,436,405.00	\$8,904,425.59	337,423	0.02%	97.81%	\$5.18	\$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	\$9,508,392.46	\$8,139,012.84	529,206	0.03%	97.50%	\$5.18	\$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	\$10,214,825.32	\$8,757,453.41	306,690	0.02%	97.34%	\$5.18	\$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	\$10,164,180.46	\$8,689,172.45	349,596	0.02%	97.62%	\$5.18	\$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
TOTALS (1)	904,764,648,798	930,867,439,625	97.20%	\$2,256,304,183.66	\$1,993,402,048.85	870,472,971	0.09%	97.29%	\$2.49	\$2.142

(1) - SINCE MAY 1, 1992

(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

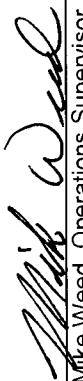
(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

Jan-23	21,026,238,000	21,639,770,991	97.16%	108,915,913	93,044,181			\$5.18	\$4.300
Jan-24	21,134,201,000	21,705,563,635	97.37%	113,913,343	97,970,312			\$5.39	\$4.514
	107,963,000	65,792,644		\$4,997,431	\$4,926,131				
	0.5%	0.3%		4.6%	5.3%				
Month									
Jan-23	2,014,750,000	2,060,255,805	97.79%	10,436,405	8,904,426			\$5.18	\$4.322
Jan-24	2,058,390,000	2,131,445,175	96.57%	11,094,722	9,674,664			\$5.39	\$4.539
	43,640,000	71,189,370		\$658,317	\$770,238				
	2.2%	3.5%		6.3%	8.7%				
Jan>Dec	85,636,000	100,286,759		461,578	455,236				

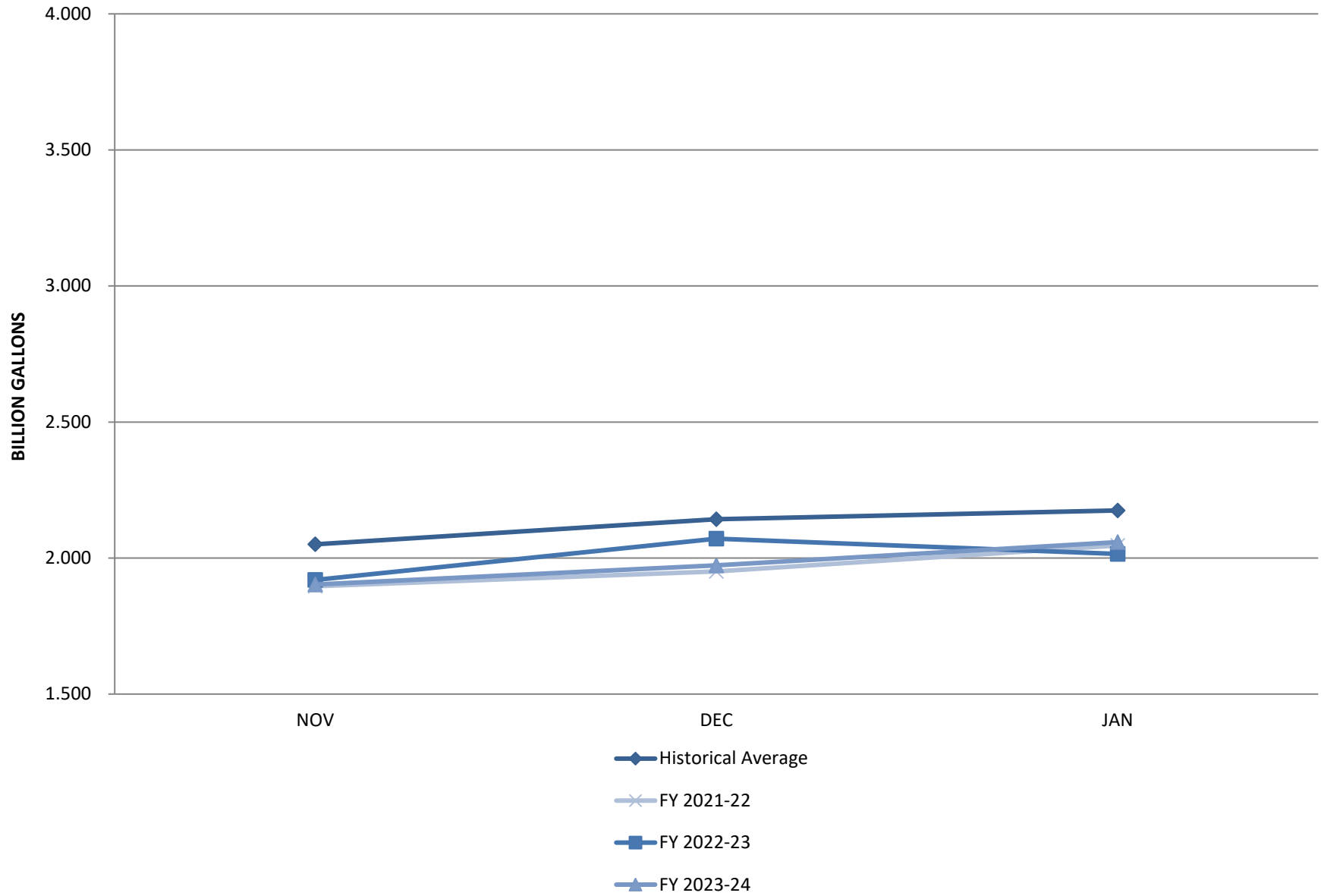
DUPAGE WATER COMMISSION  
 PWS FACILITY ID# - IL435400  
 MONTHLY OPERATIONS REPORT  
 DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS  
 JANUARY 2024

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.41	0.10	0.61	1.47	0.09	50	7.3	0.8	0.58	0	JS
2	1.33	0.09	0.60	1.39	0.09	49	7.3	0.8	0.60	0	JS
3	1.40	0.10	0.62	1.42	0.10	50	7.3	0.8	0.61	0	AM
4	1.39	0.09	0.60	1.38	0.09	49	7.4	0.8	0.59	0	AM
5	1.40	0.09	0.58	1.42	0.10	50	7.3	0.9	0.61	0	AM
6	1.38	0.09	0.59	1.41	0.09	49	7.4	0.9	0.61	0	JS
7	1.41	0.09	0.60	1.44	0.09	49	7.3	0.9	0.59	0	JS
8	1.46	0.09	0.59	1.46	0.10	49	7.4	0.8	0.61	0	AM
9	1.52	0.10	0.61	1.49	0.09	49	7.4	0.8	0.60	0	AM
10	1.48	0.09	0.60	1.50	0.09	49	7.4	0.9	0.61	0	JS
11	1.32	0.10	0.59	1.29	0.10	48	7.4	0.8	0.60	0	JS
12	1.33	0.10	0.61	1.35	0.09	49	7.3	0.7	0.61	0	JS
13	1.35	0.09	0.61	1.31	0.09	51	7.4	0.7	0.62	0	KD
14	1.38	0.09	0.58	1.31	0.08	51	7.5	0.9	0.63	0	KD
15	1.36	0.10	0.56	1.30	0.09	50	7.4	0.8	0.61	0	JS
16	1.38	0.10	0.58	1.34	0.09	49	7.4	0.8	0.60	0	JS
17	1.35	0.09	0.58	1.43	0.08	48	7.5	0.8	0.54	0	KD
18	1.48	0.09	0.63	1.43	0.07	48	7.4	0.8	0.62	0	KD
19	1.37	0.09	0.61	1.39	0.10	46	7.4	0.8	0.59	0	KD
20	1.41	0.09	0.59	1.41	0.09	46	7.5	0.8	0.56	0	RC
21	1.34	0.09	0.61	1.28	0.10	48	7.5	0.8	0.52	0	RC
22	1.37	0.10	0.62	1.34	0.10	46	7.5	0.8	0.56	0	KD
23	1.31	0.09	0.59	1.31	0.20	45	7.5	0.8	0.60	0	KD
24	1.42	0.09	0.67	1.35	0.08	47	7.6	0.8	0.53	0	RC
25	1.46	0.09	0.60	1.36	0.10	44	7.6	0.9	0.54	0	RC
26	1.42	0.08	0.51	1.31	0.08	46	7.6	0.8	0.51	0	RC
27	1.43	0.08	0.54	1.41	0.08	46	7.6	0.8	0.58	0	KD
28	1.32	0.08	0.64	1.33	0.08	46	7.6	0.7	0.61	0	KD
29	1.32	0.07	0.58	1.34	0.08	46	7.7	0.9	0.51	0	RC
30	1.35	0.07	0.61	1.31	0.07	47	7.7	0.8	0.57	0	RC
31	1.36	0.08	0.59	1.39	0.08	46	7.6	0.9	0.58	0	KD
AVG.	1.39	0.09	0.60	1.38	0.09	48	7.5	0.8	0.58	0	
MAX.	1.52	0.10	0.67	1.50	0.20	51	7.7	0.9	0.63	0	
MIN.	1.31	0.07	0.51	1.28	0.07	44	7.3	0.7	0.51	0	

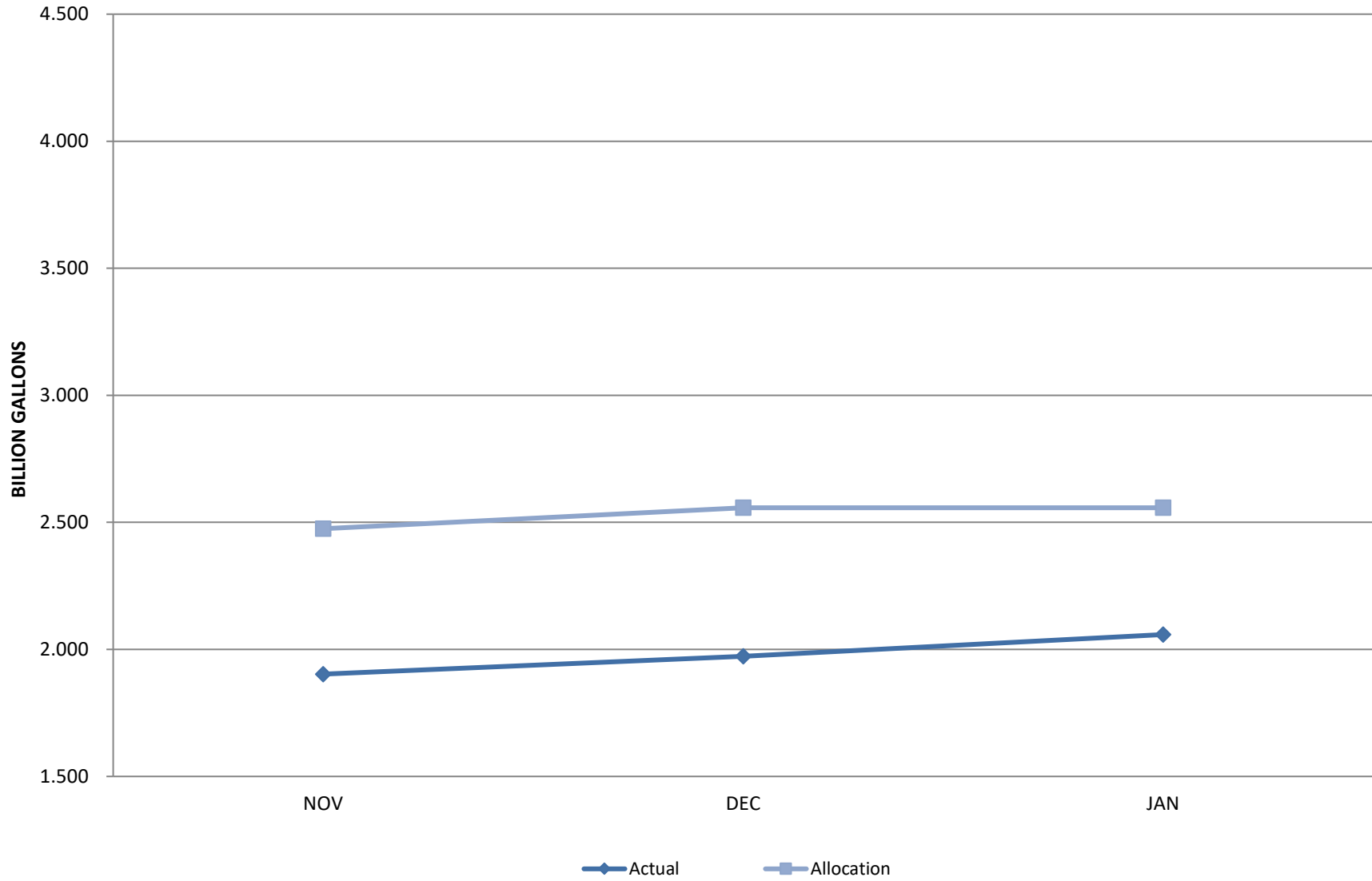

 Date 2/5/24

Mike Weed, Operations Supervisor  
 Illinois ROINC # 186860234

## DU PAGE WATER COMMISSION SALES FY 2023-24, 2022-23 & 2021-22 VS. HISTORICAL AVERAGE



## DU PAGE WATER COMMISSION SALES FY 2023-24 VS. ALLOCATION





## MONTHLY STATUS REPORT

**LAN PROJECT #:** 128-10031-000

**PROJECT:** DuPage Water Commission WaterLink Extension

**REPORT DATE:** February 06, 2024

**MEETING DATE:** February 15, 2024

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### **I. Progress through February 05, 2024**

- A. Field data collection and Surveying remains ongoing.
  - 1. Drilling of geotechnical borings ongoing at two crossings along ComEd property.
- B. Data Collection (as-builts, GIS, design drawings).
  - 1. Utility data requests in progress for revised Segment 3 route along IL Route 71.
- C. Revised Draft Project Development Report (PDR) addressing DWC comments submitted on 02/05/24 for final review and forwarding to WaterLink communities.
  - 1. PDR includes copies of all studies completed during Phase I, as well as route recommendations, hydraulic modeling results, preliminary pipeline plan and profile drawings, and opinions of cost.
- D. Ongoing Coordination with ComEd.
  - 1. Preliminary plan and profile drawings were submitted to ComEd on 11/01/23 which initiated ComEd Engineering Department review. Review will determine feasibility of utilizing ComEd property for the proposed pipeline alignment.
    - a) Review comments received from Environmental Services (11/29/23), Transmission Engineering (12/06/23) and Distribution Engineering (12/06/23). Comments were primarily design and construction related, but no major comments impacting project feasibility.
    - b) Awaiting comments from remaining ComEd departments (Transmission Planning, Capacity Planning, and Substation).
  - 2. ComEd ESD and Real Estate Department approved proposed geotechnical work for Fox River and 95<sup>th</sup> Street Extended tunnel crossings.
    - a) Geotechnical drilling work began 01/22/24 and is currently ongoing.



**Lockwood, Andrews  
& Newnam, Inc.**  
A LEO A DALY COMPANY







## MONTHLY STATUS REPORT

### II. Scope Changes (to date)

- A. Extended ComEd route alternate to be included in route evaluation.
  - 1. Additional geotechnical investigation for ComEd extended route across Fox River.
  - 2. Additional survey for ComEd extended route across the Fox River.
  - 3. Titles and plats for all parcels in Extended ComEd Corridor.
- B. Hydraulics workshop added in place of 75<sup>th</sup> and Book Road connection workshop.
- C. Segment 3 route was changed from Minkler Road to IL Route 71 per DWC based on request from Yorkville (EEI) in order to connect to a lower pressure zone in their system. Cost estimates and preliminary plan and profile drawings were prepared assuming the IL Route 71 alignment.
- D. Additional hydraulic modeling was performed per request from Yorkville and Montgomery (EEI) and direction from DWC.
  - 1. Additional modeling scenarios verified pressure and flow data if the full 2050 average day flow allocation is delivered to a single delivery point (i.e., assuming one tank offline).
  - 2. The hydraulic modeling confirmed this scenario for each WaterLink community.

### III. Financials

- A. Total Phase I Contract: \$4,263,649.00 (plus in-progress field services authorized for ComEd Extended Route)
- B. Fee Expended through December 31, 2023:
  - 1. Total: \$2,881,076 (67.6%)
    - a) Basic Services: \$1,699,439 (39.9%)
    - b) Additional Services: \$1,181,637 (27.7%)

### IV. Completed Workshops, Meetings and Visits (January)

- A. ComEd Monthly Coordination Meeting – January 3, 2024.
- B. DWC PDR Comment Review Meeting – January 16, 2024.
- C. IDOT District 3 Coordination Meeting – January 23, 2024.



Lockwood, Andrews  
& Newnam, Inc.  
A LEO A DALY COMPANY





## MONTHLY STATUS REPORT

### V. Upcoming Tasks & Meetings

- A. Further coordination with ComEd.
- B. Finalize geotechnical borings and report for Fox River and 95<sup>th</sup> Street crossings along ComEd route.
- C. Preliminary project review meeting with U.S. Army Corps of Engineers for Fox River crossing discussion.
- D. PDR review workshop with WaterLink Communities, as needed.
- E. Phase II Final Design scope and fee review meeting with DWC.



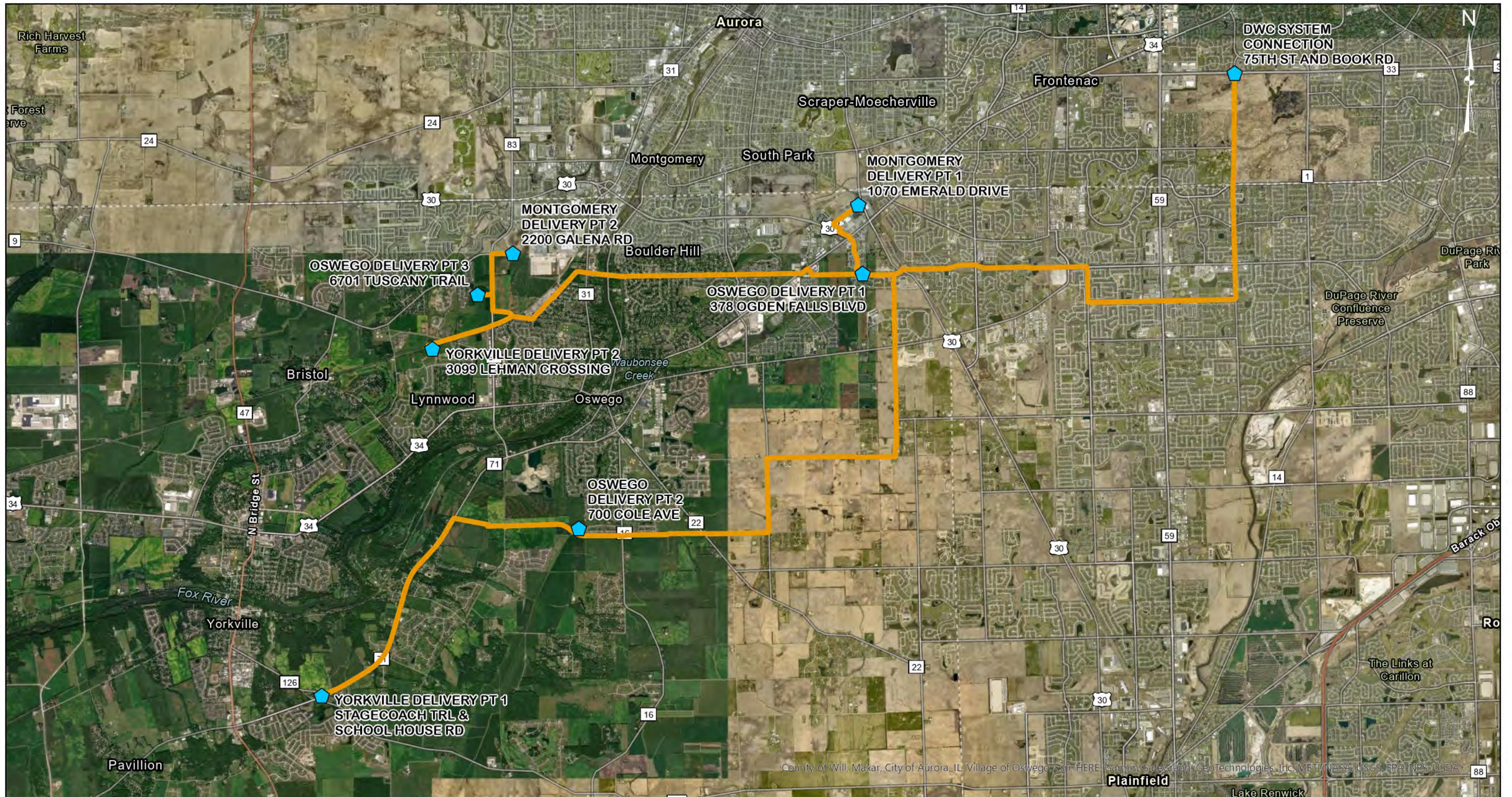
Lockwood, Andrews  
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A LEO A DALY COMPANY





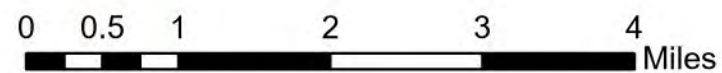
**Cash Flow/Invoicing Forecast - Phase I Services**  
**DuPage Water Commission**  
**WaterLink Extension**  
**February 2024**

Description	Activity through June 30, 2023	Activity through July 31, 2023	Activity through September 01, 2023	Activity through September 29, 2023	Activity through October 31, 2023	Activity through November 30, 2023	Activity through December 31, 2023	Planned	Planned
	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024
<b>Basic Services</b>	\$ 95,434	\$ 160,905	\$ 251,845	\$ 196,686	\$ 302,911	\$ 310,567	\$ 381,091	\$ 512,500	\$ 101,756
<b>Additional Services</b>	\$ 67,212.00	\$ 361,804	\$ 403,110	\$ 100,162	\$ 97,700	\$ 49,146	\$ 102,503	\$ 298,858	\$ 469,459
<b>MONTHLY TOTALS</b>	\$ 162,646	\$ 522,709	\$ 654,956	\$ 296,848	\$ 400,611	\$ 359,713	\$ 483,593	\$ 811,357	\$ 571,215
<b>TOTAL PHASE I FEE</b>								<b>\$</b>	<b>4,263,649</b>





-  SYSTEM CONNECTION POINT
-  COMED ROUTE



## COMED ROUTE ALTERNATIVE OVERALL VIEW

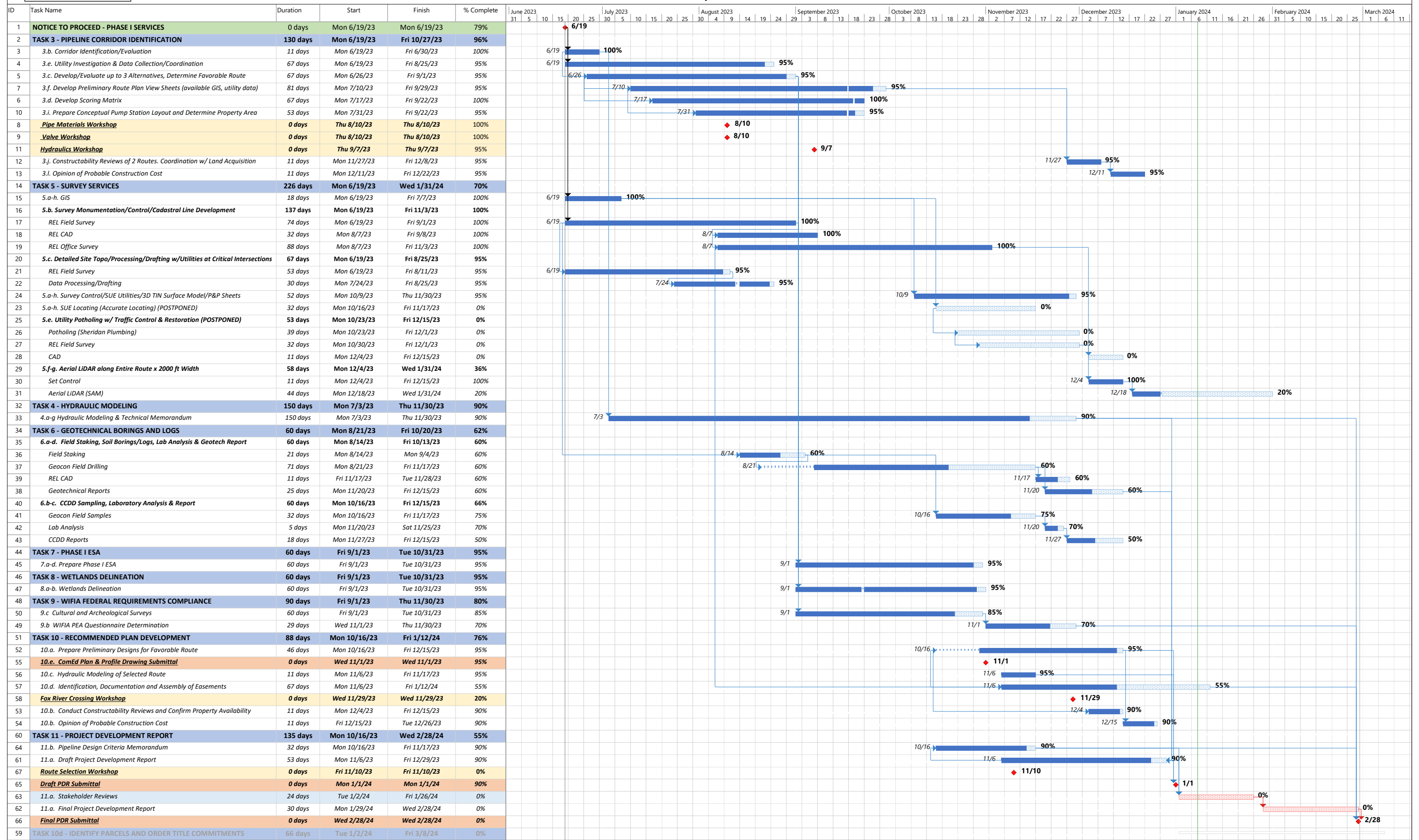
DUPAGE WATER COMMISSION  
WATERLINK EXTENSION

12/14/2023

FIG. 1



DuPage Water Commission  
WaterLink Extension  
Phase I Project Schedule



Critical Critical Progress Task Task Progress Milestone



**Resolution #:** R-12-24

**Account:** 01-60-685600 \$50,000.00

**Approvals:** *Author / Manager / Finance / Admin*

**D.P. RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/8/2024

**Description:** **A Resolution Authorizing the General Manager to Purchase Steel Pipe and Butt Straps from American Spiral Weld Pipe at a Cost Not to Exceed \$50,000.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Pipeline & Remote Facilities

The Commission maintains an inventory of spare steel pressure pipe intended for use as replacement in the event a pipe section has failed beyond repair. The inventory contains two sections of pipe for each pipe diameter maintained within the Commission's distributed system for individual sections of pipe that range in size from 20-inch to 90-inch in diameter.

The Commission also maintains an inventory of steel butt straps of various sizes. The steel butt straps are furnished in two halves that are assembled at the connecting point of two pipe ends at the repair area.

Repairs in recent years resulted in the Commission removing from its inventory, and incorporating into the work, one section of 24-inch diameter steel pipe and numerous sections of steel butt straps. Therefore, staff recommends replenishment of the spare pipe and butt strap inventory.

In accordance with Purchasing Procedures, staff solicited cost estimates for one section of 24-inch steel pipe and 37 steel butt straps of various sizes from two (2) steel pipe fabricators. The results are listed in the table below:

Company	Cost Proposal
American Spiral Weld Pipe Company	\$39,711.00
Northwest Pipe Company	\$67,288.00

### Recommended Motion:

To approve Resolution No. R-12-24 and authorize the General Manager to procure steel pipe and butt straps from American Spiral Weld Pipe Company for a cost not to exceed \$50,000.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-12-24**

---

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE STEEL PIPE AND BUTT STRAPS FROM AMERICAN SPIRAL WELD PIPE COMPANY

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited proposals to Furnish and Deliver one (1) section of 24-inch diameter steel pipe and 37 steel butt straps; and

WHEREAS, two proposals were received; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of American Spiral Weld Pipe Company is most favorable to the interests of the Commission;

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

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

SECTION TWO The DuPage Water Commission hereby authorizes the purchase of Steel Pipe and Butt Straps from American Spiral Weld Pipe Company, for the price set forth in Its Proposal, but not to exceed \$50,000.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2024/R-12-24docx





**Resolution #:** R-13-24

**Account:** 01-60-663300 \$11,793.05

**Approvals:** *Author / Manager / Finance / Admin*

**D.P. RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/8/2024

**Description:** A Resolution Approving and Ratifying an Amendment to Work Authorization Order No. 019 Under Quick Response Contract QR-12/21.

**Agenda Section:** Engineering & Construction

**Originating Department:** Pipeline & Remote Facilities

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On April 20, 2023, the Commission approved Resolution R-18-23 authorizing the issuance of Work Authorization Order No. 019 to its Quick Response Contractor, Rossi Contractors, Inc., to proceed with the work described as the repair or in-kind replacement of pipe couplings on each 16-inch diameter effluent pipes located within six (6) separate and discreet meter stations at an estimated cost of \$30,600.14.

During the repair process, significant corrosion and deterioration was found on the existing pipe couplings. The contractor recommended and staff concurred, that rather than in-kind replacement, installation of higher quality couplings be installed utilizing fusion-bounded epoxy coatings to prevent corrosion and which are able to better deflect mis-aligned piping.

The original scope of work was extended, and the additional work began prior to Board ratification.

The cost of the upgraded couplings increased the estimated work by \$11,793.05, revising the project cost from \$30,600.14 to \$42,393.19.

Resolution No. R-13-24 would ratify the Amended Work Authorization Order No. 019 with Rossi Contractors, Inc. for an additional expense of \$11,793.05.

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**Recommended Motion:**

To approve Resolution No. R-13-24.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-13-24**

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A RESOLUTION APPROVING AND RATIFYING AN AMENDMENT TO WORK AUTHORIZATION ORDER NO. 019 UNDER QUICK RESPONSE CONTRACT QR-12/21

WHEREAS, the DuPage Water Commission (“the Commission”) entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission’s Waterworks System (said being hereinafter collectively referred to as “Contract QR-12/21”);

WHEREAS, Contract QR-12/21 is designed to allow the Commission to direct one or more or all 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 scope for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

WHEREAS, Work Authorization Order No. 019 was approved by the Board on April 20, 2023, with Rossi Contractors, Inc. to perform repairs to pipe coupling at six (6) meter stations; and

WHEREAS, upon commencement of the work, significant corrosion deterioration was found on the existing 16-inch diameter effluent pipes, resulting in a change to the repair approach; and

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 Amended Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are 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 ratified work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2024/R-13-24docx



**Resolution #:** R-14-24

**Account:** 01-60-663100 \$39,636.12

**Approvals:** *Author / Manager / Finance / Admin*

**D.P. RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/8/2024

**Description:** A Resolution Approving and Ratifying an Amendment to Work Authorization Order No. 020 Under Quick Response Contract QR-12/21.

**Agenda Section:** Engineering & Construction

**Originating Department:** Pipeline & Remote Facilities

On June 15, 2023, the Commission approved the Resolution R-31-23 authorizing the issuance of Work Authorization Order No. 020 to its Quick Response Contractor, Rossi Contractors, Inc., to proceed with the work described as the repair of Commission manhole structures. The repairs included breaking surface pavement, removing pavement base, excavating existing frames and adjustment rings; resetting, replacing, or installing new adjustment rings, frames, lids, restoring pavement base and surface paving to the satisfaction of the authority having jurisdiction, at a cost estimated at \$105,610.

### **REVISIONS to Work Authorization Order No. 020.**

During the excavation of roadways, some structural damage was found which subsequently impacted the extension and complexity of planned work, including replacement of manhole structure components. The original scope of work was extended, and to expedite the completion of the work and restoration of traffic, the additional work began prior to Board ratification.

The cost of work increased by \$39,636.12, increasing the project cost from \$105,610.00 to \$145,246.12. As a result of the increased project cost, staff suspended the remaining work which will be rebid under a separate work order authorization for future board consideration.

Resolution No. R-14-24 would ratify the amended Work Authorization Order No. 020 with Rossi Contractors, Inc. for the additional expense of \$39,636.12.

**Recommended Motion:** To approve Resolution No. R-14-24.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-14-24**

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A RESOLUTION APPROVING AND RATIFYING AN AMENDMENT TO WORK AUTHORIZATION ORDER NO. 020 UNDER QUICK RESPONSE CONTRACT QR-12/21

WHEREAS, the DuPage Water Commission (“the Commission”) entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission’s Waterworks System (said being hereinafter collectively referred to as “Contract QR-12/21”);

WHEREAS, Contract QR-12/21 is designed to allow the Commission to direct one or more or all 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 scope for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

WHEREAS, Work Authorization Order No. 020 was approved by the Board on June 15, 2023, with Rossi Contractors, Inc. to perform repairs to manhole structures; and

WHEREAS, upon commencement of the work, significant structural deterioration was found on existing manholes; and

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 Amended Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are 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 ratified work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2024/R-14-24docx



**Resolution #:** R-15-24

**Account:** 01-60-751200

**Approvals:** *Author / Manager / Finance / Admin*

**JH JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/8/2024

**Description:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 to Rossi Contractors, Inc.

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

The DuPage Water Commission entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-15-24 would approve the following Work Authorization Order under the Quick Response Contracts.

### **Work Authorization Order No. 024 to Rossi Contractors, Inc.**

During the annual 2021 Closed Interval Survey, the Commission found that the 72" diameter Inner Belt Transmission Main (Contract TIB-01/03) was receiving inadequate cathodic protection according to the Association for Materials Protection and Performance (AMPP) standards. The Commission has completed engineering design to install new anode systems, including multiple wells of 48lb packaged magnesium anodes, at various locations across the Inner Belt Transmission Main to mitigate corrosion. Staff recently solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:

Rossi Contractors, Inc.	\$249,732
Benchmark Construction Co., Inc.	\$329,750
John Neri Construction Co., Inc.	\$590,900

The estimate of Rossi Contractors, Inc. was found to be in the best interest of the Commission. Approval of Resolution R-15-24 would approve Work Authorization Order Number 024 to Rossi Contractors, Inc. for the work necessary to install new galvanic anode beds at various locations across the 72" diameter Inner Belt Transmission Main. The estimated cost of this work is expected to be \$300,000, which includes the estimated cost of construction as well as a 20% contingency to account only for field changes as deemed necessary by Commission Staff.

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**Recommended Motion:**

To adopt Resolution No. R-15-24.



DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-15-24**

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A RESOLUTION APPROVING AND RATIFYING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-12/21 TO ROSSI CONTRACTORS, INC.

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Benchmark Construction Co., Inc., 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-12/21"); and

WHEREAS, Contract QR-12/21 is designed to allow the Commission to direct one or more or all 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:

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.

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 be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2024/R-15-24.docx

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EXHIBIT 1

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## WORK AUTHORIZATION ORDER

SHEET 1 OF 8

### CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

**WORK AUTHORIZATION ORDER NO.: QR-12.024**

**LOCATION:**

Various locations across the TIB-01/03 transmission main as according to contract plans TIB-02/23 in attachment.

**CONTRACTOR:**

Rossi Contractors, Inc.

**DESCRIPTION OF WORK:**

The DuPage Water Commission (the Commission) maintains approximately 2 miles of 72" diameter transmission main (Contract TIB-01/03) located in DuPage County, Illinois. The transmission main is steel cylinder pipe. The Project shall include installing reference electrode/coupon assemblies and new anodes columns with 48lb packaged Ultramag Magnesium Anodes at 9 locations on TIB-01/03. The coupon assemblies and anodes should be installed in conformance with the Contract Drawings (TIB-02/23) in attachment.

- a) The exact locations of the Work are depicted in the Contract Drawings. The approximate depths of the excavations are delineated in the Contract Drawings. The depths of excavation are subject to vary.
- b) No work shall be performed without the presence of the Owner. At the discretion of the Owner, specific aspects of the project may not be performed without the presence of the Engineer. The Resident Engineer for this project is DeLasCasas CP, LLC, of 111 Ambassador Ave, Romeoville, Illinois, 60446, USA.
- c) The Contractor will be responsible for determining the locations of all underground utilities and shall comply with the Illinois Underground Utility Facilities Damage Prevention Act. The Contractor shall contact the One-Call Notice Systems, commonly referred to as J.U.L.I.E. or D.I.G.G.E.R by telephoning 811 or 1-312-744-7000 at least 48 hours prior to excavation.

**REASON FOR WORK:**

During the annual 2021 Closed Interval Survey, DuPage Water Commission found that the 72" diameter steel transmission main (Contract TIB-01/03) was receiving inadequate cathodic protection as according to the Association for Materials Protection and Performance (AMPP) standards. The Commission would like to install new coupon test stations and anode columns to help monitor and mitigate corrosion on the pipelines.

**MINIMUM RESPONSE TIME:**

The project is to be completed by April, 30<sup>th</sup>, 2024.

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

DWC will provide all anodes, cable, coupons, magnesium sacrificial anode backfill (75% gypsum, 20% bentonite, and 5% of sodium sulfate), the terminal boards in the handhole test stations and all associated parts, and all handhole structures as required. The contractor will be required to pick up anodes and backfill at DWC’s office at 600 E. Butterfield Rd, in Elmhurst, Illinois. The contractor shall provide PVC and directional boring materials.

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

IS  IS NOT PRIORITY WORK

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

Even though Contractor is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner’s facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Contractor’s legal obligations, Contractor is advised that it would be reasonable to assume that hazardous electrical voltage and current may be present at any time during the Services. Contractor must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner’s facilities and appurtenances, and shall:

- i. Independently verify the presence or absence of AC electrical current on or in the vicinity of Owner’s CP Test Facilities and its appurtenances and notify Owner and affected Contractor personnel accordingly. Owner shall instruct its employees to comply with the restrictions and prohibitions of Contractor’s energy control program and procedures.
- ii. Take immediate and necessary measures to protect all workers, Owner employees, and general public from hazardous electrical voltage and current.
- iii. Work with Owner’s personnel to control hazardous electrical voltages and current and control access to the locations where hazardous electrical voltages and currents are present.
- iv. Train and instruct Owner’s personnel on the safe electrical working practices to be employed between the time of temporary control measures being employed through and up to the time when permanent control measures are applied.

**SUBMITTALS REQUESTED: NONE**

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

See attached.

**DUPAGE WATER COMMISSION**

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

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

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

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

Safety Rep: \_\_\_\_\_  
Name and 24-Hr Phone No.

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

## SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

### Supplemental Specifications:

#### 1.0 COORDINATION AND CONTRACTOR REQUIREMENTS

##### 1.1 Coordination and Meetings

###### I. Coordination

- a) Coordinate scheduling and Work of the various sections to assure efficient and orderly installation of all construction elements.
- b) Coordinate completion and cleanup of Work.
- c) Coordinate waste to be disposed of per applicable permits and jurisdictional agencies prior to commencing the deep anode ground bed drilling.

###### II. Preconstruction Conference

- a) The Owner will schedule a conference after Notice of Award. Required attendance includes:

- 1) Owner, Engineer, Contractor

- b) Agenda will include, but not be limited to:

- 1) Designation of contractual representing personnel

- 2) Protocol for the following:

- o Permitting
- o Field decisions
- o Applications for payment
- o Contract closeout

- 3) Scheduling

- 4) Traffic control plan and responsibility

###### III. Progress Meetings

- a) The Contractor shall schedule a Progress Meeting prior to completion of Work to establish a final punch list.

##### 1.2 Notification Schedule

I. The Contractor shall contact the appropriate Highway Authority a minimum of 48 hours prior to the start of construction to arrange for Worksite inspections.

II. The Contractor shall contact Owner a minimum of 48 hours prior to the start of construction to arrange for Owner / Engineer's presence.

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*Note: No work shall be performed without the presence of the Engineer or Owner's representative.*

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## **2.0 QUALIFICATIONS, TESTING AND ACCEPTANCE**

### **2.1 Quality Assurance / Control Testing**

- I. The Engineer or Owner shall be on site during the installation of all corrosion components and will provide quality assurance for the Contractor during installation.
- II. All electrical test measurements shall be completed by the Engineer or Owner.

### **2.2 Acceptance Tests**

- I. All acceptance tests will be performed by the Engineer or Owner.
- II. All components and equipment will be in operating order and within the manufacturer's operating specifications.
- III. The following tests, at a minimum, shall be performed by the Owner or Engineer to confirm proper installation and operation. Anodes shall not be buried until to following measurements are taken:
  - a) Prior to burial of cable-to-structure connections, conduct tests to verify the connection of the test cable to the structure.
  - b) Measure the resistance of any completed splice in the anode or pipe cable.
  - c) Measure the potential of each galvanic anode with respect to a Cu/CuSO<sub>4</sub> reference. Verify all test procedures with the Engineer.
  - d) Verify the leads remain connected to the anodes during the remainder of construction.

## **3.0 TRAFFIC CONTROL AND PROTECTION**

### **3.1 General**

- I. The Contractor is responsible for determining and contacting the proper highway authority or unit of local government having jurisdiction over each Work Site and shall comply in all respects with that entity's traffic control and protection plans, specifications, and requirements. The Contractor shall provide the Owner with the name and 24-hour contact information for the Contractor's traffic control representative.

### **3.2 Illinois Department of Transportation Requirements**

- I. All Work within IDOT right-of-way shall conform to the permit obtained by the Owner/Contractor.
  - a) The Contractor shall obtain prior approval from IDOT for any work not contained in the permit drawings.
- II. All restoration shall be to the satisfaction of IDOT.
- III. No living trees shall be removed from the State right of way without written permission from the Department.
- IV. All seeded areas must be covered with an excelsior blanket as specified.

## **4.0 INSTALLATION REQUIREMENTS**

### **4.1 Magnesium Anode Beds**

- I. Installation
  - a) The anodes installation shall be completed as indicated on the Contract Drawings.
  - b) Remove the plastic bag that comes with each anode.
  - c) Engineer shall verify the anode to cable connection and anode material

measuring anode's open circuit potential using a reference cell in contact with a wet spot at the cloth bag that comes with the anode and anode backfill.

I. Anodes with open circuit potential less negative than -1650 mV DC respect to copper-copper sulfate will not be accepted for installation.

- d) Do not pour water on the anodes location while the anodes are being installed.
- e) Under no circumstances shall strain be placed upon the anode cables.
- f) Backfill around the anodes and between anodes with suitable excavated material as listed in the Contract Drawings. Restore site as specified and with appropriate, approved materials as listed in the Contract Drawings.
- g) The Contractor shall conform to all state and local regulations. Contractor shall obtain all required permits and applications for the performance of work.
- h) Contractor shall ensure all components required for installation of ground beds are onsite before commencing installation.
- i) Anodes shall not be installed in rock formations.
- j) Dispose of all spoils, cuttings, and drilling fluids.
- k) Control all water used or produced during the installation process.
- l) All anodes shall be installed in the presence of the Owner or Engineer.

#### 4.2 Anode Cables

I. Black #6 AWG stranded copper cable with HMWPE insulation shall come with the anodes to be used for connections at the test stations.

II. Installation between anode locations and existing test stations

- a) Direct burial cable shall be installed to a minimum depth of 36 inches.
- b) All cables shall be installed in a continuous length. No in-line splices are allowed.
- c) All anode cables shall be installed in the presence of Owner representative.
- d) Anode cables shall be installed as shown on the Contract Drawings and in the manner indicated.

#### 4.3 Stationary Reference Cell/ Coupon Assembly

I. Installation

- a) Remove the protective label covering the steel coupons.
- b) Remove the red stickers covering the sensing ports.
- c) Clean the coupon surfaces with alcohol to remove the corrosion inhibitor.
- d) Place the coupon assembly, following the installation drawings and space availability based on locations of foreign structures.

#### 4.4 Backfill

I. Backfill material shall be the following:

- a) Use backfills for hole per Contract Drawings or use:
  - o Native soil, pulverized dirt, or equivalent with no sharp rocks or other objects that could damage the anode cloth bag or the cables isolation coating.
  - o Do not use granular backfill material consisting of crushed gravel around or between anodes.
  - o Suitable excavated material from the trench

II. A water truck and a truck with clean dirt shall be made available at the end of

each week of the project. All areas restored during the preceding week shall be thoroughly soaked until water begins to pool at-grade. Any areas settling below-grade shall have dirt added to the hole and compacted until flush with the surrounding grade elevations. The water truck and truck with clean dirt shall return to the sites for a final round of restoration at the end of the project, and once more upon request, approximately 3 months after the project has been completed to restore all areas to proper grade.

## **5.0 CLEAN-UP**

- I. Initial restoration shall be completed at each site upon completion of the work. No excavation shall be left open/unprotected overnight or while the site is unsupervised. Initial restoration shall be made in accordance with project details and shall include backfill up to grade with excavation spoils unless otherwise approved.
- II. Final restoration shall be completed no more than 25 business days after initial restoration and may be completed concurrently at multiple sites.
- III. The Contractor shall always maintain a clean work area. The work area shall be free of rubbish and surplus or waste material.
- IV. The Contractor shall properly dispose of any unused excavation material.
- V. The Contractor shall be responsible for leaving all areas equal to the condition which existed before the Work began. This includes furnishing all labor and materials to replace or restore any of the following: surface materials, drainage ditches, culverts, paving, curbing, sidewalks, roads, driveways shrubbery, fences, sod, hedges, street signs, and other similar improvements.

## **6.0 RESTORATION OF VEGETATION**

- I. All disturbed grass areas shall be restored according to the following.
  - a) All excavations shall be properly backfilled and compacted to minimize future settlement.
  - b) A minimum three-inch (3") layer of delivered screened rich dark pulverized topsoil will be placed above the properly backfilled and compacted excavation.
  - c) Topsoil will be free of roots, sticks, weeds, brush, stones, or other litter and waste products.
  - d) All disturbed grass areas will be seeded unless specified differently on the Drawings. Use a seed mixture applicable to the disturbed area per the Contract Drawings.
- II. The Contractor shall replace all existing plants removed or damaged.
  - a) The Contractor is responsible for all plant care during the period of establishment for replaced plants and shall comply with all requirements of the Authority Having Jurisdiction.
  - b) Plants that do not meet the requirements for acceptance will be replaced by the Contractor at their expense and carry the same guarantee.
  - c) Restoration of trees shall be of the same species, variety, balanced appearance, and size.
  - d) Restoration of shrubs, small trees, or evergreens will be of the same species, variety, balanced appearance, and size, either height or width.
- III. Any of the above items neglected by the Contractor will be handled by the Owner. The Owner may deduct the cost of such work from any monies due the Contractor or recover the cost from Contractor.

**Supplemental Drawings:**

Attached on next page.



**Resolution #:** R-18-24

**Account:** [Click or tap here to enter text.](#)

**Approvals:** *Author / Manager / Finance / Admin*

**RCB RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/8/2024

**Description:** A Resolution Awarding Quick Response Electrical Contracts QRE-10/24

**Agenda Section:** Engineering & Construction

**Originating Department:** Administration

The Commission entered into nine (9) previous agreements over the previous twenty-two (22) years with various electrical contractors for Quick Response Electrical (QRE) work as needed at DuPage Water Commission facilities through the issuance of Work Authorization Orders. Staff desires to continue to retain stand-by contractors to perform electrical work that the Commission is unable to perform through its own personnel and with its own equipment.

The Commission advertised bids for Contract QRE-10/24 on two separate occasions as required by state statute, sent out direct invitations to several previous QRE contractors, a posting request on the Electrical Contractors Association of Chicago message board, and a posted a notice on the Commission's website. The Commission also held a pre-bid conference to review the detailed requirements for submission of bids. Three (3) firms requested bid documents of which all were present at the non-mandatory pre-bid conference.

Sealed bids were received until 1:00 p.m., local time, January 31, 2024, at which time all bids were publicly opened and read aloud.

**Due to the indeterminate need for and uncertain scope of work under the contract, bidders submitted proposals based upon the following categories plus their percentage of markups plus annual insurance and surety bond premiums:**

- A. For labor, prevailing rate of wages/union contract wage rate plus \_\_\_%
- B. For Material and Supplies used, invoice cost plus \_\_\_%
- C. For Owned and Rented Equipment used, Bluebook price plus \_\_\_%
- D. For Priority Emergency Work, additional \_\_\_% on the sum of items A, B and C
- E. For Insurance and Bonds, \$\_\_\_\_\_ per year.

The bid tabulations are as below; showing corresponding percentages to the categories. Staff provided a four-year average of the Commission’s Quick Response Electrical costs for each of the categories so that potential bidders may develop their interest and their bids accordingly.

<b>BIDDER</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>Theoretical Annual Project Costs (based upon a four-year average expense)</b>
Homestead Electrical Contracting, LLC	35%	15%	10%	12%	\$10,000.00	\$164,874.00
McWilliams Electric Co. Inc.	26%	10%	5%	6%	\$1,000.00	\$145,212.00
Volt Electric, Inc.	27%	9%	6%	6%	\$970.00	\$145,866.20

In order to receive the best pricing available to the serve the best interests of the Commission, staff is recommending that the proposals of Homestead, McWilliams, and Volt be accepted for a contract term of two (2) years with the option to renew for an additional one (1) year if all parties agree.

This action would allow the General Manager to solicit prices from the three (3) bidders, present proposals to the Board of Commissioners for action, and enter into Quick Response Electric Contracts with and authorize payment of the Bonds and Insurance premiums at the time of each firm’s first Work Authorization Order.

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**Recommended Motion:**

To adopt Resolution No. R-18-24

DUPAGE WATER COMMISSION

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RESOLUTION NO. R-18-24

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A RESOLUTION AWARDING QUICK RESPONSE  
ELECTRICAL CONTRACTS QRE-10/24

WHEREAS, pursuant to Article VIII, Section 5 of the Commission's By-Laws, the DuPage Water Commission (the "Commission") invited proposals for quick response electrical work related to the Commission's Waterworks System; and

WHEREAS, said bid proposals were required to be in compliance with the Commission's "Contract Documents" comprising Quick Response Contract QRE-10/24; and

WHEREAS, the Commission received Three conforming bids and reserved the right to award a contract for the Commission's Quick Response Contract QRE-10/24 to one or more bidders; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of Homestead Electrical Contracting, LLC and the proposal of McWilliams Electric Co. Inc., and the proposal of Volt Electric, Inc. comply with all applicable requirements of Article VIII of the Commission's By-Laws, are fully in compliance with requirements of the Commission's request for proposals and are deemed to be the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards a contract for the DuPage Water Commission Quick Response Contract QRE-10/24 to Homestead Electrical Contracting, LLC, McWilliams

Electric Co. Inc., and Volt Electric, Inc. conditioned upon the receipt of all contractually required documentation.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk



**EXHIBIT 1**

Quick Response Electrical Contract  
QRE-10/24 Bid Tabulation

<b>HOMESTEAD</b>				
	<b>4 Yr Avrg T&amp;M Cost</b>	<b>Bid Markup</b>		<b>Amount</b>
<b><u>Non-Emergency Work</u></b>				
Labor	\$75,000.00	A	35%	\$101,250.00
Non-DWC Supplied Matl, Equip & Supplies	\$20,000.00	B	15%	\$23,000.00
Owned & Rented Equipment	\$6,000.00	C	10%	\$6,600.00
<b>Total</b>				<b>\$130,850.00</b>
<b><u>Emergency Work</u></b>				
Labor	\$10,000.00	A	35%	\$13,500.00
Non-DWC Supplied Matl, Equip & Supplies	\$5,000.00	B	15%	\$5,750.00
Owned & Rented Equipment	\$2,000.00	C	10%	\$2,200.00
Sub Total				\$21,450.00
<b>Priority Emergency Multiplier</b>		D	12%	\$2,574.00
<b>Total</b>				<b>\$24,024.00</b>
<b><u>Insurance and Bonds</u></b>				
Insurance and Bonds for 1 year		E	\$10,000.00	\$10,000.00
<b>Total Theoretical Projects for One Year</b>				<b>\$164,874.00</b>

<b>MCWILLIAMS</b>				
	<b>4 Yr Avrg T&amp;M Cost</b>	<b>Bid Markup</b>		<b>Amount</b>
<b><u>Non-Emergency Work</u></b>				
Labor	\$75,000.00	A	26%	\$94,500.00
Non-DWC Supplied Matl, Equip & Supplies	\$20,000.00	B	10%	\$22,000.00
Owned & Rented Equipment	\$6,000.00	C	5%	\$6,300.00
<b>Total</b>				<b>\$122,800.00</b>
<b><u>Emergency Work</u></b>				
Labor	\$10,000.00	A	26%	\$12,600.00
Non-DWC Supplied Matl, Equip & Supplies	\$5,000.00	B	10%	\$5,500.00
Owned & Rented Equipment	\$2,000.00	C	5%	\$2,100.00
Sub Total				\$20,200.00
<b>Priority Emergency Multiplier</b>		D	6%	\$1,212.00
<b>Total</b>				<b>\$21,412.00</b>
<b><u>Insurance and Bonds</u></b>				
Insurance and Bonds for 1 year		E	\$1,000.00	\$1,000.00
<b>Total Theoretical Projects for One Year</b>				<b>\$145,212.00</b>

<b>VOLT</b>				
	<b>4 Yr Avrg T&amp;M Cost</b>	<b>Bid Markup</b>		<b>Amount</b>
<b><u>Non-Emergency Work</u></b>				
Labor	\$75,000.00	A	27%	\$95,250.00
Non-DWC Supplied Matl, Equip & Supplies	\$20,000.00	B	9%	\$21,800.00
Owned & Rented Equipment	\$6,000.00	C	6%	\$6,360.00
<b>Total</b>				<b>\$123,410.00</b>
<b><u>Emergency Work</u></b>				
Labor	\$10,000.00	A	27%	\$12,700.00
Non-DWC Supplied Matl, Equip & Supplies	\$5,000.00	B	9%	\$5,450.00
Owned & Rented Equipment	\$2,000.00	C	6%	\$2,120.00
Sub Total				\$20,270.00
<b>Priority Emergency Multiplier</b>		D	6%	\$1,216.20
<b>Total</b>				<b>\$21,486.20</b>
<b><u>Insurance and Bonds</u></b>				
Insurance and Bonds for 1 year		E	\$970.00	\$970.00
<b>Total Theoretical Projects for One Year</b>				<b>\$145,866.20</b>

**Quick Response Electrical Contract  
QRE-10/24**

	Labor "A"	Material "B"	Equipment "C"	Priority Emergency Work "D"	Insurance & Bonds "E"	Theoretical Annual Project Costs	% Jobs Subbed Out
Homestead Electrical Contracting, LLC	35.0%	15.0%	10.0%	12.0%	\$10,000.00	<b>\$164,874.00</b>	10%
McWilliams Electric Co., Inc.	26.0%	10.0%	5.0%	6.0%	\$1,000.00	<b>\$145,212.00</b>	5%
Volt Electric, Inc.	27.0%	9.0%	6.0%	6.0%	\$970.00	<b>\$145,866.20</b>	5%

Note:  
The Theoretical Annual Project Costs column uses the same base amounts and marked up using the actual bid percentages. See Bid Calculations Tab.



**Resolution #:** R-19-24

**Account:** 10-60-772500

**Approvals:** *Author / Manager / Finance / Admin*

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/6/2024

**Description:** **Recommendation to authorize the First Amendment to Master Services Agreement Task Order #3 with Carollo Engineering, Inc, for Alternative Source Water Project professional engineering services**

**Agenda Section:** Engineering & Construction

**Originating Department:** Administration

An Alternative Source Water Study was completed in April 2023 at which time a presentation was made to the DWC Board of Commissioners. The report indicated that it is technically feasible and financially viable to construct a new source water system which would be owned and operated by DWC and potentially include other suburban partners. The initial study identified the “North” route as likely most preferable and recommended that following activities include engagement with other regional water wholesalers to determine if a partnership would be possible; through which the source water infrastructure could be expanded to include other suburban water agencies. A partnership/expansion would increase the scale of the project, but the cost would be shared by more consumers, likely resulting in lower water rates when compared with DWC acting alone.

DWC therefore began engaging the Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) and the Northwest Water Commission (NWC), and both agencies expressed a desire to participate in further consideration of a source water project. DWC then directed consulting engineering firm, Carollo Inc, to update the report to evaluate the “North” route to identify impacts of a larger regional system. The draft update report has been completed, and a draft financial validation study and strategy document has been prepared by Raftelis, Inc.

Since the completion of the updated “North” route update report, the Northwest Water Commission has elected not to further participate in consideration due to limited financial benefit. Therefore, it is necessary to perform a follow-up revision to the report without the flow to NWC included. This refinement will include revision of the design capacity for the tunnel, pipeline, and Water Treatment Plant for a reduced capacity system, which will impact associated construction cost estimates

accordingly. It is expected that the report can be prepared within two months, at which time the results will be evaluated for financial/rate impacts and presented to the DWC Board.

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**Recommended Motion:**

It is recommended that First Amendment to Task Order #3 under the existing Master Services Agreement with Carollo Engineers, be authorized for professional engineering services associated with validation of the Alternative Source Water Project, in an additional amount of \$18,079, for a total amount not to exceed \$68,079.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-19-24**

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A RESOLUTION APPROVING A FIRST AMENDMENT TO TASK ORDER NO. 3  
UNDER A MASTER CONTRACT WITH CAROLLO ENGINEERING, INC.

WHEREAS, the DuPage Water Commission (the “Commission”) entered into a contract with Carollo Engineers, Inc. (the “Consultant”) to provide, from time to time, professional engineering services in connection with various 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, pursuant to Resolution No. R-58-23, the Commission approved Task Order No. 3 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, the Commission and Consultant desire to further amend Task Order No. 3 to the Master Contract to add to the scope of work for updating the Alternative Source Water Report to evaluate refined water supply volumes and associates Water Treatment Plant and pipeline/tunnel sizes, and to increase the not-to-exceed cost of the services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and consultant that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Task Order No. 3 was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the First Amendment to Task Order No. 3 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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.

SECTION TWO: The First Amendment of Task Order No. 3 attached hereto as Exhibit 1 shall be and hereby is 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 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 be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2024/R-20-24.docx

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EXHIBIT 1

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FIRST AMMENDMENT to TASK ORDER NO. 3  
DUPAGE WATER COMMISSION  
(OWNER)  
AND  
CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above-named parties dated the 17th day of October, 2023; and amended on February 15, 2024, in connection with:

The Alternative Water Supply System Study  
(Project)

PURPOSE

The purpose of this Task Order is to amend Task Order 3 to include additional engineering services associated with the preliminary evaluations of the Alternative Water Supply System Study. Scope items have been added according to the ENGINEER's Services listed below.

ENGINEER'S SERVICES

The ENGINEER's services consist of the following tasks:

- Prepare for and attend one virtual demand projection workshop.
- Update the water treatment facility's basis of design and conceptual layout based on the results of the updated system sizing.
- Update the capital and O&M cost estimates for the alternative water supply system.
- Update the water unit cost projections based on the updated capital and O&M cost estimates.
- Prepare and submit TM 9 – Expanded Alternative Water Supply System (Resized).
- Prepare for and attend one virtual TM 9 review workshop.

TIME OF PERFORMANCE

The ENGINEER shall complete services within 60 calendar days from the authorization to proceed.

PAYMENT

Payment to the ENGINEER for services performed under this Task Order shall be based the ENGINEER's direct labor costs times a factor of 3.10 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. The cost for the additional ENGINEER's services shall be \$18,079.90.

EFFECTIVE DATE

This Amendment to Task Order No.3 is effective as of the 15<sup>th</sup> day of February, 2024.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 4 evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

OWNER

Accepted this 15<sup>th</sup> day of February, 2024

By: \_\_\_\_\_  
**Lindsey Busch**  
**Associate Vice President**

By: \_\_\_\_\_  
Officer

	A	B	C	D	E	F	G
1	<b>Staff</b>	Matt Sokolowski	Len Rago	Mike Morris	Jennifer Ivey	Patrick Carlson	Document Processor
2	<b>Direct Labor Rate</b>	\$62.50	\$75.50	\$100.00	\$100.00	\$100.00	\$29.00
3	<b>Billing Rate (w/ 3.1 Multiplier)</b>	\$193.75	\$234.05	\$310.00	\$310.00	\$310.00	\$89.90
4	<b>Task</b>	<b>Budget Hours</b>					
5	Prepare for and attend virtual demand projection workshop	4	4	4	0	0	0
6	Update WTP basis of design and layout	8	2	0	0	2	0
7	Update capital and O&M cost estimate	4	2	2	0	0	0
8	Update water unit cost projections	4	0	0	4	0	0
9	Prepare TM 9 (update of TM 8 for resized system)	8	2	2	0	0	8
10	Prepare for an attend virtual TM 9 review workshop	4	4	4	4	0	0
11							
12	<b>Total Hours</b>	32	14	12	8	2	8
13	<b>Subtotal Cost (Labor + PECE)</b>	<b>\$18,079.90</b>					
14							
15	Previous Remaining Budget (from January 2024 invoice)	\$	35,474.66				
16	Current Unbilled Carollo Fee	\$	12,750.81				
17	Outstanding Brierley Subcontract (pending billings)	\$	18,558.74				
18	Remaining Carollo Budget (Line 15 less Line 16 and 17)	\$	4,165.11				
19	<b>TO No. 4 Amount (Line 13 less Line 18)</b>	\$	<b>13,914.79</b>				



**Resolution #:** R-20-24

**Account:** 01-80-850001

**Approvals:** *Author / Manager / Finance / Admin*

**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/8/2024

**Description:** **A Resolution Approving a First Amendment to Task Order No. 18 Under a Master Contract with AECOM Technical Services, Inc.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

In 2021, the DuPage Water Commission entered into an Intergovernmental Agreement (IGA) with the Village of Lombard (R-51-21) for the purpose of designing and constructing a 5<sup>th</sup> connection point to their water distribution network. To complete the necessary analysis and design for this work, the Commission approved Task Order No. 18 under a Master Contract with AECOM Technical Services, Inc. (R-52-21) in the amount of \$104,920 after soliciting proposals from ten engineering firms. The approved scope of work included the design and bidding services on behalf of the Commission.

Unfortunately, the proposed Lombard development surrounding the planned connection site stalled and the work did not progress into the design phase as planned. Recently, however, the Village of Lombard contacted Commission staff to indicate that they are scheduled to purchase the necessary portion of the property and intend to continue with design and construction of the work, despite the status of the development project. In coordinating this effort with AECOM, it has been determined that additional costs will be generated due to the prolonged delay for items such as additional hydraulic analysis and consultant/subconsultant cost increases. Approval of Resolution R-20-24 would result in additional costs in the amount of \$17,700, which will increase the not-to-exceed cost for Task Order No. 18 to \$122,620. If approved, Resolution No. R-20-24 will become the First Amendment to Task Order No. 18 for additional design and bidding services.

In accordance with the IGA, the Village of Lombard is responsible for all costs associated with this project. They will be required to deposit 125% of anticipated costs in an escrow account and all incurred costs will be deducted from said account for payment to AECOM. Any funds remaining upon completion of the work will be returned to the Village of Lombard.

### **Recommended Motion:**

To adopt Resolution No. R-20-24.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-20-24**

---

A RESOLUTION APPROVING A FIRST AMENDMENT TO TASK ORDER NO. 18  
UNDER A MASTER CONTRACT WITH AECOM TECHNICAL SERVICES, INC.

WHEREAS, the DuPage Water Commission (the “Commission”) entered into a contract with AECOM Technical Services, Inc. (the “Consultant”) to provide, from time to time, professional engineering services in connection with various 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, pursuant to Resolution No. R-52-21, the Commission approved Task Order No. 18 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, the Commission and Consultant desire to further amend Task Order No. 18 to the Master Contract to add to the scope of work for updated hydraulic modeling and to account for pricing increases and to increase the not-to-exceed cost of the services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and consultant that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Task Order No. 18 was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the First Amendment to Task Order No. 18 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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.

SECTION TWO: The First Amendment of Task Order No. 18 attached hereto as Exhibit 1 shall be and hereby is 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 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 be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2024/R-20-24.docx

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EXHIBIT 1

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## FIRST AMENDMENT TO TASK ORDER NO. 18

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 October 14, 2021 (the “Contract”), Owner and Consultant agree to amend, effective February 16<sup>th</sup>, 2024, Task Order No. 18 for as follows:

### 1. **Services of Consultant:**

Section 2 entitled “Services of Consultant” of Task Order No. 18 shall be replaced in its entirety as follows:

#### “A. Basic Services:

1. Preliminary Design Phase
  - a. Meet with Owner and the Village of Lombard to determine the general scope, extent and character of the Project.
  - b. Perform soil borings along the proposed feeder main route and the Joint Facility site.
  - c. Provide field surveying services to the plot feeder main, permanent metering station and connection facilities easements; plot temporary construction easements; plot permanent site access easements; and provide legal descriptions of each for DWC to incorporate into various agreements with 3<sup>rd</sup> parties.
  - d. Conduct additional hydraulic modeling to include the projected demands of the Villages of Montgomery, Oswego and Yorkville to identify the resulting flow conditions and to update the previous hydraulic modeling report accordingly.
  - e. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
  - f. Furnish up to 7 paper copies of the Preliminary Design Documents and a .pdf file, together with Consultant’s revised opinion of probable Construction Cost of the Project, for review and approval by Owner, and review them with Owner. The opinion of probable construction costs shall delineate individual costs associated with:
    - 1) Connection to existing DWC transmission main and the feeder main up to the DWC Metering Station
    - 2) The DWC Metering Station
    - 3) The Lombard Pressure Adjusting Station and connection to the existing Lombard distribution system.
3. Final Design Phase
  - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.

- b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
  - c. Furnish up to 7 paper copies of the Final Design Documents and a .pdf file, together with Consultant’s revised opinion of probable Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.
4. Bidding or Negotiating Phase
- a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issued and attend pre-bid or negotiation conferences.
  - b. Issue addenda as appropriate and approved by Owner.
  - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
  - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
  - e. Attend bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.

B Additional Services:  
None”

2. **Contract Price:**

Section 8, entitled “Contract Price” of Task Order No. 18 shall be amended in its entirety so that said Section 8 shall hereafter be and read as follows:

“8. Contract Price:

For providing, performing, and completing each phase of Services, an amount equal to Consultant’s Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued by a Change Order issued pursuant to Section 2.1 of the Contract.

<b><u>Phase</u></b>	<b><u>Direct Labor Cost Factor</u></b>	<b><u>Not to Exceed</u></b>
<b>Joint Facilities</b>		
Soil Borings	<u>2.82</u>	<u>\$6,000</u>
Surveying Services	<u>2.82</u>	<u>\$5,900</u>
<b>Commission Connection Facilities</b>		
Additional Hydraulic Modeling		<u>\$5,600</u>
Preliminary Design	<u>2.82</u>	<u>\$19396</u>
Final Design	<u>2.82</u>	<u>\$37,580</u>
Bidding Services	<u>2.82</u>	<u>\$3,444</u>

<b>Village PAS Facilities</b>		
Preliminary Design	<u>2.82</u>	<u>\$14,044</u>
Final Design	<u>2.82</u>	<u>\$27,212</u>
Bidding Services	<u>2.82</u>	<u>\$3,444</u>
<b>Total:</b>	<b><u>2.82</u></b>	<b><u>\$122,620</u></b>

The Effective Date of this Task Order is February 16, 2024.

**DuPAGE WATER COMMISSION**

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

Paul D. May, P.E.  
General Manager

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Jeff Loster, PE  
Title: Engineering Manager  
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642  
E-mail Address: [loster@dpwc.org](mailto:loster@dpwc.org)  
Phone: 630-834-0100

**AECOM Technical Services, INC.**

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

Chad Laucamp, P.E.

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Chad Laucamp, P.E.  
Title: Project Manager  
Address: 303 East Wacker Drive  
E-mail Address: [chad.laucamp@aecom.com](mailto:chad.laucamp@aecom.com)  
Phone: (312) 373-6759



**Resolution #:** R-21-24

**Account:** 01-60-663200

**Approvals:** *Author / Manager / Finance / Admin*

**JH JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 2/8/2024

**Description:** **A Resolution to Authorize the General Manager to Purchase Galvanic Anodes, Coupons, and Backfill for Upcoming Cathodic Protection Projects at a Cost Not to Exceed \$165,000.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

The DuPage Water Commission (Commission) has planned to enhance the longevity of its steel pipelines through the approved FY 2023/2024 Capital Improvement Plan. This year the Commission budgeted for the installation of a galvanic anode cathodic protection system on the 72” diameter Inner Belt Transmission Main (Contract TIB-01/03) and other areas throughout DuPage County.

In an effort to optimize costs and eliminate the customary 10% (or more) mark-up fee often associated with construction projects, the Commission is proactively taking control of the procurement process for essential materials needed for the new cathodic protection systems. Instead of relying on the contractor for material acquisition, the Commission seeks approval to order 460 Prepackaged Ultra High Potential Magnesium Anodes, 18 stationary reference cells/coupon assemblies, 5,000 feet of #6 HMWPE cable, and 325 bags of magnesium sacrificial anode backfill as required for these systems. This strategic approach ensures a direct and cost-efficient procurement process, aligning with the Commission's commitment to fiscal responsibility in the implementation of critical infrastructure projects.

In adherence to purchasing procedures, staff solicited cost estimates from three reputable cathodic protection material suppliers. The results are listed in the table below:

Company	Cost Proposal
Mesa Products	\$153,747.00
Farwest Corrosion Control	\$179,056.20
Corrpro Companies, Inc.	\$189,014.00

Staff is recommending approval of Resolution No. R-21-24 to authorize the General Manager to procure purchase galvanic anodes, coupons, cable, and backfill from Mesa Products at a cost not to exceed \$165,000, including freight charges.

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**Recommended Motion:**

To approve Resolution No. R-21-24.

DuPAGE WATER COMMISSION

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**RESOLUTION NO. R-21-24**

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**A RESOLUTION TO AUTHORIZE THE GENERAL MANAGER TO PURCHASE GALVANIC ANODES, COUPONS, AND BACKFILL FOR UPCOMING CATHODIC PROTECTION PROJECTS**

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited proposals to furnish 460 Prepackaged Ultra High Potential Magnesium Anodes, 18 stationary reference cells/coupon assemblies, 5,000 feet of #6 HMWPE cable, and 325 bags of magnesium sacrificial anode backfill; and

WHEREAS, three proposals were received; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Mesa Products is most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby approves the purchase of 460 Prepackaged Ultra High Potential Magnesium Anodes, 18 stationary reference cells/coupon assemblies, 5,000 feet of #6 HMWPE cable, and 325 bags of magnesium sacrificial anode backfill from Mesa Products for an estimated amount of \$165,000.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2024/R-21-24docx



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## MEMORANDUM

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**To:** Commissioners

**From:** Paul D. May, P.E., General Manager

**Date:** February 8, 2024

**Subject:** Luetkehans, Brady, Garner & Armstrong October 2023 Invoices

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I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of December 1, 2023 through December 31, 2023 and recommend it for approval. The invoices should be placed on the February 15, 2024 Commission meeting accounts payable.



**December 2023**

Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$4,018.50	17.10	\$235.00	Luetkehans (7.60 @ \$235/hr.) Armstrong (4.70@235/hr.) Padilla ( 1.30 @235/hr.) Lupescu (3.50 @235/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$2,746.42				
<b>Total:</b>	<b>\$6,764.92</b>	<b>17.10</b>	<b>\$0.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	\$47.00	0.20	\$235.00	Luetkehans (0.20 @ \$235/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Georges & Synowiecki Invoice:	\$35.00				
Misc:					
<b>Total:</b>	<b>\$82.00</b>	<b>0.20</b>	<b>\$235.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Charter Customer Contract	\$540.50	2.30	\$235.00	Luetkehans (2.30 @ \$235/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
<b>Total:</b>	<b>\$540.50</b>	<b>2.30</b>	<b>\$235.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
M. O. Y.	\$47.00	0.20	\$235.00	Luetkehans (0.20 @ \$235/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
<b>Total:</b>	<b>\$47.00</b>	<b>0.20</b>	<b>\$235.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	\$2,068.00	8.80	\$235.00	Luetkehans (5.00 @ \$235/hr.) Padilla (3.80 @235/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
<b>Total:</b>	<b>\$2,068.00</b>	<b>8.80</b>	<b>\$235.00</b>		

Total of all invoices: \$9,502.42 19.80 \$235.00



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## MEMORANDUM

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**To:** Paul May, General Manager  
**From:** Cheryl Peterson, Financial Administrator  
**Date:** 2/6/2024  
**Subject:** Accounts Payable Listings

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Following is a summary of the Accounts Payable to be considered at the February 15, 2024, Commission meeting:

January 10, 2024, to February 6, 2024, A/P Report	\$9,760,730.00
Accrued and estimated payments required before March 2024 Commission meeting	<u>2,439,225.00</u>
Total	<u>\$12,199,955.00</u>

cc: Chairman and Commissioners



Payable Number	Description	Post Date	Payable Amount	Net Amount
<b>Payable Account: 01-211000 - ACCOUNTS PAYABLE</b>				
<b>Vendor: 1663</b> <a href="#">2000843706</a>	<b>AECOM</b> Hydraulic Modeling NSMJAWA Assistance	01/25/2024	6,997.09	<b>Payable Count: (1)</b> 6,997.09
<b>Vendor: 1306</b> <a href="#">12312024-2</a>	<b>AMWA</b> Partial Dues (January - December 2024)	01/30/2024	3,175.00	<b>Payable Count: (1)</b> 3,175.00
<b>Vendor: 2173</b> <a href="#">SRV24-00213</a> <a href="#">SRV24-00449</a> <a href="#">SRV24-00761</a>	<b>Atomatic Mechanical Services, Inc.</b> Motor Bearings Replacement Blower Motor Bearing & Belt Replacement Service Call for D101 Heaters	01/16/2024 01/25/2024 01/31/2024	2,770.00 1,450.00 1,087.17	<b>Payable Count: (3)</b> 5,307.17 2,770.00 1,450.00 1,087.17
<b>Vendor: 2283</b> <a href="#">INV0007300</a>	<b>BMO HARRIS CREDIT CARD</b> Combined Statements: January 2024	01/31/2024	3,742.96	<b>Payable Count: (1)</b> 3,742.96
<b>Vendor: 1023</b> <a href="#">PH85035</a>	<b>CDW Government</b> Monitor	01/31/2024	649.36	<b>Payable Count: (1)</b> 649.36
<b>Vendor: 2345</b> <a href="#">1904514007</a>	<b>CINTAS</b> Uniforms - 30th Anniversary Stock	01/31/2024	139.92	<b>Payable Count: (1)</b> 139.92
<b>Vendor: 1135</b> <a href="#">INV0007302</a>	<b>CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION</b> WATER BILLING: January 2024	01/31/2024	9,674,663.60	<b>Payable Count: (1)</b> 9,674,663.60
<b>Vendor: 1821</b> <a href="#">253792</a>	<b>COLLEY ELEVATOR COMPANY</b> Inspection Fees	01/31/2024	325.00	<b>Payable Count: (1)</b> 325.00
<b>Vendor: 2321</b> <a href="#">0254993</a>	<b>Concentric Integration, LLC</b> Cellular Backhaul Support	01/30/2024	250.00	<b>Payable Count: (1)</b> 250.00
<b>Vendor: 2481</b> <a href="#">EEA01012324</a>	<b>Energy &amp; Environmental Advisors, Inc</b> Class A/B/C Underground Storage Tank Training	01/30/2024	781.80	<b>Payable Count: (1)</b> 781.80
<b>Vendor: 2041</b> <a href="#">001-348123446</a>	<b>F.E. MORAN, INC.</b> Fire Alarm Service Call	01/30/2024	850.00	<b>Payable Count: (1)</b> 850.00
<b>Vendor: 1055</b> <a href="#">9968891342</a>	<b>GRAINGER</b> Meter Station Lights	01/30/2024	38,393.85	<b>Payable Count: (1)</b> 38,393.85
<b>Vendor: 1243</b> <a href="#">INV0007303</a>	<b>IGFOA</b> 2024 Membership Renewal - Peterson	02/06/2024	600.00	<b>Payable Count: (1)</b> 600.00
<b>Vendor: 2198</b> <a href="#">51622</a>	<b>Mecon Industries, Inc.</b> Pump #9 Removal and Transport to Superior Indudstr	01/30/2024	4,516.56	<b>Payable Count: (1)</b> 4,516.56
<b>Vendor: 2132</b> <a href="#">IN1989867</a> <a href="#">IN1989884</a>	<b>Municipal Emergency Services</b> Annual Service/Calibration to Gas Meters Annual Service/Calibration to Gas Meters	01/18/2024 01/18/2024	250.00 375.00	<b>Payable Count: (2)</b> 625.00 250.00 375.00
<b>Vendor: 2189</b> <a href="#">INV0007218</a> <a href="#">INV0007257</a> <a href="#">INV0007284</a>	<b>NCPERS Group Life Ins.</b> NCPERS - IMRF 6641 NCPERS - IMRF 6641 NCPERS - IMRF 6641	01/05/2024 01/19/2024 02/02/2024	44.28 44.28 44.28	<b>Payable Count: (3)</b> 132.84 44.28 44.28 44.28
<b>Vendor: 2484</b> <a href="#">270056665</a>	<b>Oldcastle Infrastructure Inc.</b> Oversized Concrete Rings	01/31/2024	2,115.21	<b>Payable Count: (1)</b> 2,115.21
<b>Vendor: 2115</b> <a href="#">214676</a>	<b>Pace Systems, Inc.</b> Service Call for Camera in Generator Conf Room	01/23/2024	745.00	<b>Payable Count: (1)</b> 745.00

**Board Open Payable Report**

**As Of 02/06/2024**

Payable Number	Description	Post Date	Payable Amount		Net Amount
<b>Vendor:</b> <a href="#">1321</a> <a href="#">PER-IN-100298</a>	<b>PERSPECTIVES, LTD.</b> EMPLOYEE ASSISTANCE SVC: QUARTER 1 2024	01/18/2024	273.00	<b>Payable Count: (1)</b>	<b>273.00</b> 273.00
<b>Vendor:</b> <a href="#">2482</a> <a href="#">INV89185</a>	<b>RedVector.com LLC</b> Online LMS for DPS Employees Annual Subscription	01/30/2024	8,475.00	<b>Payable Count: (1)</b>	<b>8,475.00</b> 8,475.00
<b>Vendor:</b> <a href="#">2032</a> <a href="#">0551-015832311</a>	<b>REPUBLIC SERVICES #551</b> REFUSE DISPOSAL - Jan 23 & Dumpster Deliver/Pickup	01/16/2024	1,576.27	<b>Payable Count: (1)</b>	<b>1,576.27</b> 1,576.27
<b>Vendor:</b> <a href="#">1777</a> <a href="#">002802</a> <a href="#">002807</a>	<b>SCHNEIDER ELECTRIC BUILDINGS AMERICA, INC</b> Service Charge - Offline Controllers Service Charge - Camera Outages	01/31/2024 01/31/2024	470.00 1,030.00	<b>Payable Count: (2)</b>	<b>1,500.00</b> 470.00 1,030.00
<b>Vendor:</b> <a href="#">2163</a> <a href="#">9668188</a>	<b>Sterling Talent Solutions</b> Background Checks	01/25/2024	449.80	<b>Payable Count: (1)</b>	<b>449.80</b> 449.80
<b>Vendor:</b> <a href="#">1125</a> <a href="#">C864649</a> <a href="#">C874564</a>	<b>TOTAL FIRE &amp; SAFETY, INC.</b> Annual Regulatory Fire Extinguisher Inspections Fire Extinguisher Repairs and Service	01/23/2024 01/31/2024	816.66 837.24	<b>Payable Count: (2)</b>	<b>1,653.90</b> 816.66 837.24
<b>Vendor:</b> <a href="#">2211</a> <a href="#">10753</a>	<b>Volt Electric, Inc.</b> Emergency Service on UPS System	01/30/2024	1,005.00	<b>Payable Count: (1)</b>	<b>1,005.00</b> 1,005.00
<b>Vendor:</b> <a href="#">2096</a> <a href="#">INV0007304</a>	<b>William A. Fates</b> Service as Treasurer: February 2024	02/06/2024	1,666.67	<b>Payable Count: (1)</b>	<b>1,666.67</b> 1,666.67
<b>Vendor:</b> <a href="#">2483</a> <a href="#">R66142866</a>	<b>YourMembership.com, Inc</b> Advertisement for Senior Instrumentation Tech	01/30/2024	120.00	<b>Payable Count: (1)</b>	<b>120.00</b> 120.00
			<b>Payable Account 01-211000</b>	<b>Payable Count: (34)</b>	<b>Total: 9,760,730.00</b>

**Payable Account Summary**

<b>Account</b>	<b>Count</b>	<b>Amount</b>
01-211000 - ACCOUNTS PAYABLE	34	9,760,730.00
<b>Report Total:</b>	<b>34</b>	<b>9,760,730.00</b>

**Payable Fund Summary**

<b>Fund</b>	<b>Count</b>	<b>Amount</b>
01 - WATER FUND	34	9,760,730.00
<b>Report Total:</b>	<b>34</b>	<b>9,760,730.00</b>

**DUPAGE WATER COMMISSION**  
**ITEMS TO BE PAID BY 1-18-24**  
**Board Meeting Date: February 15, 2024**

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
70,000.00	Blue Cross Blue Shield - Health Insurance			
8,000.00	Euclid Managers - Dental Insurance			
12,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
22,000.00	ComEd - Utility Charges			
400,000.00	Mid American Energy Services - Utility Charges			
180,000.00	City of Chicago - Lexington, Electric			
35,000.00	City of Chicago - Lexington Labor Costs			
35,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
400.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
5,000.00	Procurement Card Charges - Job Posting, Training Classes, Etc.			
200.00	Anderson - Pest Control			
400.00	Republic Services - Disposal Services			
500.00	Aramark - Supplies			
1,000.00	Cintas- Supplies			
200.00	Elecsys - Cell Data Services			
3,500.00	AL Warren - Fuel			
600.00	Toshiba - Copy and Leas Charges			
2,500.00	Multisystem Management - Cleaning Services			
625.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
300.00	Verizon Connect - Diagnostics			
50.00	City of Aurora - Microbial Analysis			
150.00	Logical Media - Hosting Services			
1,700.00	William Fates - Treasurer			
6,000.00	Baker Tilly			
15,000.00	Schirott, Luetkehans & Garner, LLC			
8,000.00	Schirott, Luetkehans & Garner, LLC - MOY			
7,000.00	IT Savvy - Network Support			
200.00	Alexander Kefaloukos - Security			
600.00	Red Wing - Uniforms			
100.00	Elmhurst Occupational Health - New employee			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Scooper Lube - Vehicle Maintenance			
200.00	Sterling - Background Checks			
1,500.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
130,000.00	A/C Service & Repair - Rebuild Cone Valve and Spare Parts			
1,100.00	Altorfer - Annual Gold Service for Generator			
200,000.00	American Cone Valve - Valve for High Lift Pumps			
100,000.00	Benchmark - WAO 12.018 and 12.014			
6,500.00	Core & Main - Omni Registers for Meters			
16,000.00	Dell - Microsoft License Renewal			
500.00	Ebel's Ace Hardware - Project Supplies			
900.00	Edgar Tapia - Expense Reimbursement			
6,000.00	Farwest - Replacement Anodes			
9,500.00	Grainger - Pallet Racking for Storage Tents			
4,000.00	Grainger - Arc Flash Gear for RF Maintenance			
45,000.00	Greeley & Hansen - DPPS EGEN System			
3,200.00	Hach - Water Testing Supplies			
2,500.00	Hach - CL17 Reagent Sets			
1,000.00	Home Depot - Misc. Project Supplies			
2,000.00	Home Depot - Pipeline Supplies			
18,000.00	Homestead Electrical - West Influent Sump Controller Install			
700.00	IL APWA - Employment Advertisement			
2,500.00	ISAWWA - Watercon 2024 Registration			
200.00	Jessica Haney - Watercon Hotel			

**DUPAGE WATER COMMISSION**  
**ITEMS TO BE PAID BY 1-18-24**  
**Board Meeting Date: February 15, 2024**

900.00	John VanMeter - Expense Reimbursement
3,000.00	Joliet Junior College - Electrical Safety Classes
200.00	Kara Company - Locate Paint
400.00	Office Depot - Supplies
7,000.00	Painters USA - Epoxy Coating & Cement Repair for Fountain
1,000.00	Program One - Window Cleaning
400.00	Red Wing - Safety Shoes - Tapia
1,200.00	Republic - Dumpster Rental (Pipeline)
200.00	Roesch Ford - Service
8,600.00	Schneider - Gate 2 Long Range Reader Replacement
15,000.00	Schneider - Parts for Upgraded BAS System
1,400.00	Specialty Mat - Mat Service
3,200.00	Standard Equipment - Repairs/Service to Tow Behind Vector
2,000.00	Standard Equipment - Additional Repairs to Tow Behind Vector
700.00	Staples - Office Supplies
11,000.00	Utility Concrete Products - Casting of CP Frame/Lid Handholes
250.00	Maplogic - Layout Manager Annual Software Maintenance
9,000.00	RedVector.com - Online Learning Management System
90,000.00	TK Elevator - Elevator Work
45,000.00	Rossi - WAO #19 - Coupling Replacement
30,000.00	Rossi - WAO #21 - Warrenville Rd
150,000.00	Rossi - WAO #20 - Frame Adjustments
180,000.00	Benchmark - WAO #22 - Highland Ave
425,000.00	Baxter/Boller - SCADA
20,000.00	Carollo - SCADA
30,000.00	Strand - SCADA
15,000.00	Schneider - Repairs, Support and Security Equipment
16,000.00	Dell - License Renewals
10,000.00	Homestead Electric - Emergency Response
850,000.00	LAN - WaterLink/MOY
800,000.00	JJH - Generator Building Contractor
50,000.00	Greeley & Hansen - Resident Engineer Services
7,000.00	CGMT - Concrete Testing
10,000.00	DeLasCasas - TIB Commissioning
5,000.00	Farwest - CP Parts
190,000.00	Mesa Products - CP Parts
30,000.00	DeLasCasas - TOB and TS-3/88 Feasibility Testing
20,000.00	Sikich - Professional Services
15,000.00	Gallagher - General Manager Bond
<hr/>	
2,439,225.00	