



DuPage Water Commission

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

AGENDA

DUPAGE WATER COMMISSION

THURSDAY, SEPTEMBER 20, 2012
7:30 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
(Majority of the Commissioners then in Office—minimum 7)
- III. Public Comments (limited to 5 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 August 16, 2012 Regular Meeting (Voice Vote).

- V. Treasurer's Report – August 2012
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To accept the August 2012 Treasurer's Report (Voice Vote).

- VI. Committee Reports
 - A. Finance Committee
 1. Report of 9/20/12 Finance Committee
 2. Retain Financial Advisor

(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 Commissionersâ3 County + 3 Muni+1=7)

RECOMMENDED MOTION: To engage the services of the Public Financial Management Group (PFM) as a Financial Advisor in accordance with its proposal dated September 11, 2012, and in an amount not to exceed \$30,000.00 without prior Board approval, and to authorize the General Manager to enter into any required retention agreements (Roll Call).

3. Actions on Other Items Listed on 9/20/12 Finance Committee Agenda

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

B. Committee of the Whole

1. Report of 9/20/12 Committee of the Whole
2. Ordinance No. O-10-12: An Ordinance Amending and Restating the By-Laws of the DuPage Water Commission

(TO SUSPEND FIRST READING: Two-Thirds Majority Vote of the Commissioners Present—minimum 5)

(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 suspend the first reading requirements of the Commission's By-Laws and adopt Ordinance No. O-10-12 (Roll Call).

3. Resolution No. R-34-12: A Resolution Further Amending Resolution No. R-43-07 to Specify Authorized Credit Card Users and Limits Per the Adoption of the Newly Amended By-Laws which contain a New Credit Card Policy

(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-35-12: A Resolution Authorizing the Execution of an Intergovernmental Agreement with the County of DuPage – Ethics

(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 3 and 4 under the Committee of the Whole section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

5. Actions on Other Items Listed on 9/20/12 Committee of the Whole Agenda

C. Engineering & Construction Committee

1. Report of 9/20/12 Engineering & Construction Committee
2. Resolution No. R-30-12: A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-6/12)

(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)

3. Resolution No. R-31-12: A Resolution Approving and Authorizing the Execution of a Master Contract with AT&T

(TO SUSPEND PURCHASING PROCEDURES: 2/3 Majority of those Commissioners Present, provided there is a quorum—minimum 5)

(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-32-12: A Resolution Approving and Authorizing the Execution of a First Amendment to the Contract for Consulting Services for Design and Construction of a Joint Connection Facility for the DuPage Water Commission Facility- **\$2,866.78 not-to-exceed**

(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-33-12: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-5/10 at the September 20, 2012, DuPage Water Commission Meeting - **\$13,000.00 - \$15,000.00 (estimated)**

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

RECOMMENDED MOTION: To adopt item numbers 2 and 5 under the Engineering & Construction Committee section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

6. Actions on Other Items Listed on 9/20/12 Engineering & Construction Committee Agenda

VII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$7,761,491.45, subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$691,410.00, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

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

XI. Old Business

XII. New Business

XIII. Executive Session

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

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

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

XIV. Adjournment

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

**MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, AUGUST 16, 2012
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

DRAFT

The meeting was called to order by Vice Chairman Murphy at 7:34 P.M.

Commissioners in attendance: L. Crawford, T. Cullerton, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, M. Scheck, P. Suess, and J.B. Webb

Commissioners Absent: D. Russo, F. Saverino and J. Zay

Also in attendance: J. Spatz, C. Peterson, C. Johnson, T. McGhee, J. Rodriguez, R. C. Bostick, M. Weed, F. Frelka, J. Schori, E. Kazmierczak, G. Gorski of Gorski & Good, Lou Karrison of Sikich, and S. Lux of Baker Tilly

PUBLIC COMMENT

None

APPROVAL OF MINUTES

Commissioner Janc moved to approve the Minutes of the July 19, 2012 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Loftus and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER REPORT

Financial Consultant Lux presented the July 2012 Treasurer's Report, consisting of six pages.

Financial Consultant Lux highlighted the \$64.6MM of cash and investments on page 1, noting that the balance was higher by about \$2.44MM because no payments were due towards either Certificate of Debt. Financial Consultant Lux also pointed out the schedule of investments on pages 2, 3, and 4. On page 5, the negative \$16.9MM net cash from capital activities was due to \$15MM principal payments and \$1.8MM interest payments on the Bonds and construction. The reserve analysis showed \$8.6MM of unrestricted cash on hand as well as the full funding of the Operations and Maintenance, Operations and Maintenance Reserve, and Depreciation Accounts with a total cash balance of \$64MM shown on page 6. Also reflected on page 6 was an approximate \$95MM of outstanding debt in Table 3, Rows H, I and J.

Commissioner Furstenau moved to accept the July 2012 Treasurer's Report. Seconded by Commissioner Pruyn and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Finance Committee – Reported by Commissioner Suess

Commissioner Suess reported that the Finance Committee reviewed and recommended for approval the action items listed on the Finance Committee Agenda and specifically summarized the following items:

With respect to the selection of a Financial Advisor, Commissioner Suess noted that the requests for proposals are due the week of August 20th and that the Finance Committee would be holding a Special Meeting on September 6th at 7:00P.M. to conduct interviews.

With respect to the Treasurer's position, Commissioner Suess stated that resumes are being collected until August 31st and that progress would be reporting at the September meeting.

With respect to the Interest Period under the Northern Trust Certificate of Debt, Commissioner Suess stated that the Finance Committee recommended electing another one month interest period as the interest rate had remained the same.

Commissioner Suess noted that the Finance Committee reviewed and recommended approval of the 2012 Annual Audit Report and asked Sikich LLP representative, Louis Karrison, to present the report. Mr. Karrison stated that his firm's professional opinion of the Commission's financial statements for the fiscal year ending April 30, 2012, was clean and free from material weakness. He explained that the Commission's financial position at FYE2012 was fair and that the changes in financial position and cash flows for the year then ended were reflected in conformity with generally accepted accounting principles. Mr. Karrison continued by highlighting various aspects of the Management's Discussion and Analysis. Mr. Karrison specifically pointed out that the Commission's net assets were around \$341MM as reflected on MD&A page 5. He stated that the changes in net assets were \$18.7MM as reflected on MD&A page 5. Finally, Mr. Karrison explained that at the end of FYE2012, the Commission had \$110MM in outstanding bonded debt versus \$142MM at the end of the 2011 fiscal year as reflected on MD&A page 7. He then offered to answer any questions.

Commissioner Furstenau questioned the Commission's funding level for the Illinois Municipal Retirement Fund (IMRF) on page 28. Mr. Karrison explained that the IMRF requirements were met and that the plan is funded at 75%.

There being no further questions on the audit, Commissioner Janc moved to accept the draft audit report for the fiscal year ending April 30, 2012, to direct the auditors to print the final report, and to direct staff to distribute the FY2012 audit report to the Commission's customers and other interested parties. Seconded by Commissioner Suess and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Administration Committee – Reported by Commissioner Crawford

Commissioner Crawford reported that the Administration Committee reviewed all the items listed on the Administration Committee Agenda, specifically the draft of the amended By-Laws noting that the Intergovernmental Agreement Shared Ethics and the Credit Card Policy would be incorporated and finalized for review at the September Board meeting.

Commissioner Suess shared concerns with rushing the adoption of the amended and restated By-Laws and suggested that the Board have a full discussion at the September Board meeting and hold any action until the October Board meeting. Commissioner Furstenau agreed adding that it would give the Commissioners an opportunity to get all their questions answered.

Commissioner Crawford concluded her report by asking that those Commissioners interested in using an iPad to review their Board packet materials in place of receiving paper packets to email Executive Assistant Johnson with their request.

Engineering & Construction Committee – Reported by Commissioner Loftus

Commissioner Loftus reported that the Engineering & Construction Committee reviewed and recommended for approval the action items listed on the Engineering & Construction Committee Agenda and offered to answer any questions regarding the Status of Operations Report.

With respect to R-29-12, Commissioner Loftus noted that three bid proposals had been received with J. Neri Construction being the lowest bidder. Commissioner Pruyne questioned why there was such disparity among the bids. General Manager Spatz explained that there was a big discrepancy in the unit pricing for directional drilling and cabling.

Commissioner Loftus moved to adopt Resolution No. R-29-12: A Resolution Awarding a Contract for the Construction of Corrosion Protection and Control for South Transmission Main (Contract TS-8/12).—John Neri Construction in the amount of \$449,400.00. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote.

Ayes: L. Crawford, T. Cullerton, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyne, M. Scheck, P. Suess, and J.B. Webb

Nays: None

Absent: D. Russo, F. Saverino, and J. Zay

Minutes of the 8/16/12 Meeting

Commissioner Loftus concluded his report by noting that the Engineering Committee had reviewed the draft RFQ for General Engineering Services proposal noting that the terms and conditions have been revised to fit more of an industry standard level which should result in a better response for potential qualified firms and that the proposal should be ready for consideration at the September Board meeting.

ACCOUNTS PAYABLE

Commissioner Suess moved to approve the Accounts Payable in the combined amount of \$10,562,069.29, subject to submission of all contractually required documentation, for invoices that have been received and for invoices that have not yet been received but have been estimated. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote:

Ayes: L. Crawford, T. Cullerton, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, M. Scheck, P. Suess, and J.B. Webb

Nays: None

Absent: D. Russo, F. Saverino, and J. Zay

CHAIRMAN'S REPORT

None

OMNIBUS VOTE REQUIRING MAJORITY VOTE

None

OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE

None

OLD BUSINESS

None

NEW BUSINESS

None

EXECUTIVE SESSION

None

Commissioner Furstenau moved to adjourn the meeting at 7:58 P.M. Seconded by Commissioner Janc and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DU PAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 August 31, 2012

| FUNDS CONSIST OF: | August 31, 2012 | July 31, 2012 | INCR. - (DECR.) |
|-----------------------------------|------------------------|----------------------|---------------------|
| PETTY CASH | 800.00 | 800.00 | 0.00 |
| CASH AT MB FINANCIAL LOCK BOX | 30,367.43 | 384,702.48 | (354,335.05) |
| CASH AT HARRIS BANK | 2,582,755.46 | 297,445.19 | 2,285,310.27 |
| TOTAL CASH | 2,613,922.89 | 682,947.67 | 1,930,975.22 |
| ILLINOIS FUNDS MONEY MARKET | 19,796,297.61 | 18,180,473.22 | 1,615,824.39 |
| IIIT MONEY MARKET FUNDS | 4,993,985.46 | 4,902,815.96 | 91,169.50 |
| GOVERNMENT MONEY MARKET FUNDS | 670.30 | 685.01 | (14.71) |
| U. S. TREASURY INVESTMENTS | 17,922,467.51 | 17,632,117.75 | 290,349.76 |
| U. S. AGENCY INVESTMENTS | 13,726,262.05 | 12,876,347.05 | 849,915.00 |
| MUNICIPAL BONDS | 2,547,662.75 | 2,547,662.75 | 0.00 |
| COMMERCIAL PAPER | 5,789,690.02 | 5,789,694.35 | (4.33) |
| CERTIFICATES OF DEPOSIT | 1,973,000.00 | 1,973,000.00 | 0.00 |
| TOTAL INVESTMENTS | 66,750,035.70 | 63,902,796.09 | 2,847,239.61 |
| TOTAL CASH AND INVESTMENTS | 69,363,958.59 | 64,585,743.76 | 4,778,214.83 |
| | August 31, 2012 | July 31, 2012 | % CHANGE |
| ILLINOIS FUNDS MONEY MARKET | 29.6% | 28.4% | 8.9% |
| IIIT MONEY MARKET FUNDS | 7.5% | 7.7% | 1.9% |
| GOVERNMENT MONEY MARKET FUNDS | 0.0% | 0.0% | N/A |
| U. S. TREASURY INVESTMENTS | 26.9% | 27.6% | 1.6% |
| U. S. AGENCY INVESTMENTS | 20.6% | 20.1% | 6.6% |
| MUNICIPAL BONDS | 3.8% | 4.0% | 0.0% |
| COMMERCIAL PAPER | 8.7% | 9.1% | 0.0% |
| CERTIFICATES OF DEPOSIT | 3.0% | 3.1% | 0.0% |
| TOTAL INVESTMENTS | 100.1% | 100.0% | 4.5% |

Note 1 - Investments are carried at purchase price and are not adjusted for current market value.

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
August 31, 2012

| FUND SOURCE | COUPON RATE | PURCHASE DATE | MATURITY DATE | APPROX. MARKET YIELD | PAR VALUE | MARKET | AMORTIZED DISCOUNT (PREMIUM) | PURCHASE PRICE | ACCRUED INTEREST 08/31/12 |
|---|-------------|---------------|---------------|----------------------|------------------|------------------|------------------------------|------------------|---------------------------|
| Illinois Funds Disbursing Account (01-1201) | | | | | | | | | |
| Illinois Funds-Money Market | 0.112% | 08/31/12 | 09/01/12 | 0.112% | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | N/A | \$ - | \$ - | \$ - | \$ - | \$ - |
| Water Fund Depository Accounts (01-1210) | | | | | | | | | |
| Illinois Funds-Money Market | 0.112% | 08/31/12 | 09/01/12 | 0.112% | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | N/A | \$ - | \$ - | \$ - | \$ - | \$ - |
| Water Fund Oper. & Maint. Acct. (01-1211 & 01-1211.01) | | | | | | | | | |
| Illinois Funds-Money Market | 0.112% | 08/31/12 | 09/01/12 | 1 0.112% | \$ 10,381,954.14 | \$ 10,381,954.14 | \$ - | \$ 10,381,954.14 | \$ - |
| III T - Money Market (PFM Asset Management) | 0.030% | 08/31/12 | 09/01/12 | 1 0.030% | \$ 2,750,152.43 | 2,750,152.43 | \$ - | 2,750,152.43 | \$ - |
| | | | | 0.095% | \$ 13,132,106.57 | \$ 13,132,106.57 | \$ - | \$ 13,132,106.57 | \$ - |
| Revenue Bond Interest Account (01-1212) | | | | | | | | | |
| JP Morgan US Treasury Plus | 0.000% | 08/31/12 | 09/01/12 | 0.000% | \$ 507.39 | \$ 507.39 | \$ - | \$ 507.39 | \$ - |
| U. S. Treas. Notes (Bank of New York Mellon Trust) | 0.375% | 05/21/12 | 10/31/12 | 0.375% | \$ 225,000.00 | \$ 225,101.96 | \$ (170.50) | \$ 225,272.46 | 281.25 |
| U. S. Treas. Notes (Bank of New York Mellon Trust) | 0.375% | 06/22/12 | 10/31/12 | 0.375% | \$ 220,000.00 | \$ 220,112.05 | \$ (128.58) | \$ 220,240.63 | 275.00 |
| U. S. Treas. Notes (Bank of New York Mellon Trust) | 0.375% | 07/18/12 | 10/31/12 | 0.375% | \$ 220,000.00 | \$ 220,109.83 | \$ (79.23) | \$ 220,189.08 | 275.00 |
| U. S. Treas. Notes (Bank of New York Mellon Trust) | 0.375% | 08/21/12 | 10/31/12 | 0.375% | \$ 220,000.00 | \$ 220,118.13 | \$ (19.37) | \$ 220,137.50 | 275.00 |
| | | | | 0.374% | \$ 885,507.39 | \$ 885,949.36 | \$ (397.68) | \$ 886,347.04 | \$ 1,106.25 |
| Revenue Bond Principal (01-1213) | | | | | | | | | |
| JP Morgan US Treasury Plus | 0.000% | 08/31/12 | 09/01/12 | 0.000% | \$ 142.35 | \$ 142.35 | \$ - | \$ 142.35 | \$ - |
| U. S. Treas. Notes (Bank of New York Mellon Trust) | 3.125% | 05/21/12 | 04/30/13 | 3.041% | \$ 946,000.00 | \$ 964,483.22 | \$ (7,790.45) | \$ 972,273.67 | 9,854.17 |
| U. S. Treas. Notes (Bank of New York Mellon Trust) | 3.125% | 06/22/12 | 04/30/13 | 3.054% | \$ 942,000.00 | \$ 960,409.05 | \$ (5,324.93) | \$ 965,733.98 | 9,812.50 |
| U. S. Treas. Notes (Bank of New York Mellon Trust) | 3.125% | 07/18/12 | 04/30/13 | 3.054% | \$ 943,000.00 | \$ 961,607.81 | \$ (3,383.24) | \$ 964,991.05 | 9,822.92 |
| U. S. Treas. Notes (Bank of New York Mellon Trust) | 3.125% | 08/21/12 | 04/30/13 | 3.054% | \$ 942,000.00 | \$ 960,622.43 | \$ (769.52) | \$ 961,391.95 | 9,812.50 |
| | | | | 3.051% | \$ 3,773,142.35 | \$ 3,847,264.86 | \$ (17,268.14) | \$ 3,864,633.00 | \$ 39,302.09 |

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 August 31, 2012

| FUND SOURCE | COUPON RATE | PURCHASE DATE | MATURITY DATE | APPROX. MARKET YIELD | PAR VALUE | MARKET | AMORTIZED DISCOUNT (PREMIUM) | PURCHASE PRICE | ACCRUED INTEREST 08/31/12 |
|--|-------------|---------------|---------------|----------------------|-----------|------------------|------------------------------|------------------|---------------------------|
| Water Fund Oper. & Maint. Res. (01-1215 & 01-1215.01) | | | | | | | | | |
| Illinois Funds-Money Market | 0.112% | 08/31/12 | 09/01/12 | 1 | 0.112% | \$ 2,285,658.67 | \$ - | \$ 2,285,658.67 | \$ - |
| PNC Institution Investments | 0.000% | 08/31/12 | 09/01/12 | 1 | 0.000% | \$ 12.33 | \$ - | \$ 12.33 | \$ - |
| IIIT - Money Market (PFM Asset Management) | 0.030% | 08/31/12 | 09/01/12 | 1 | 0.030% | \$ 102,635.87 | \$ - | \$ 102,635.87 | \$ - |
| US Treasury Notes (PFM Asset Management) | 2.750% | 03/30/12 | 10/31/13 | 580 | 0.300% | \$ 750,000.00 | \$ (7,734.40) | \$ 771,357.39 | \$ 6,949.73 |
| US Treasury Notes (PFM Asset Management) | 1.875% | 03/30/12 | 02/28/14 | 700 | 0.340% | \$ 1,000,000.00 | \$ (6,432.79) | \$ 1,022,942.21 | \$ 51.80 |
| US Treasury Notes (PFM Asset Management) | 1.000% | 03/30/12 | 05/15/14 | 776 | 0.370% | \$ 1,000,000.00 | \$ (2,646.55) | \$ 1,010,712.83 | \$ 2,961.96 |
| US Treasury Notes (PFM Asset Management) | 1.875% | 03/30/12 | 06/30/15 | 1,187 | 0.580% | \$ 1,000,000.00 | \$ (5,402.46) | \$ 1,036,394.42 | \$ 3,209.92 |
| US Treasury Notes (PFM Asset Management) | 1.750% | 06/27/12 | 07/31/15 | 1,129 | 0.460% | \$ 825,000.00 | \$ (1,867.05) | \$ 855,842.91 | \$ 1,255.43 |
| US Treasury Notes (PFM Asset Management) | 1.250% | 03/30/12 | 10/31/15 | 1,310 | 0.650% | \$ 750,000.00 | \$ (1,839.92) | \$ 763,951.10 | \$ 3,158.97 |
| US Treasury Notes (PFM Asset Management) | 0.500% | 08/15/12 | 07/31/17 | 1,811 | 0.740% | \$ 250,000.00 | \$ 26.40 | \$ 247,145.54 | \$ 108.70 |
| Regional Trans Auth, IL Rev Bonds (PFM Management) | 1.064% | 06/26/12 | 06/01/14 | 705 | 1.060% | \$ 200,000.00 | \$ - | \$ 200,000.00 | \$ 384.22 |
| IL ST Unemployment Rev Bonds (PFM Asset Management) | 5.000% | 07/31/12 | 06/15/16 | 1,415 | 1.050% | \$ 300,000.00 | \$ (979.08) | \$ 343,864.92 | \$ 1,291.67 |
| NYC NY G.O. Muni Bond (PFM Asset Management) | 5.000% | 05/25/12 | 08/01/16 | 1,529 | 1.010% | \$ 300,000.00 | \$ (2,680.36) | \$ 345,841.64 | \$ 1,250.00 |
| MI St Fin Auth Rev Bonds (PFM Management) | 5.000% | 06/27/12 | 01/01/17 | 1,649 | 1.130% | \$ 300,000.00 | \$ (1,961.94) | \$ 348,957.06 | \$ 2,500.00 |
| FHLMC Notes (PFM Asset Management) | 1.000% | 03/30/12 | 08/27/14 | 880 | 0.480% | \$ 1,000,000.00 | \$ (2,150.38) | \$ 1,010,259.62 | \$ 111.11 |
| Freddie Mac Global Notes (PFM Asset Management) | 0.750% | 05/31/12 | 11/25/14 | 908 | 0.500% | \$ 800,000.00 | \$ (487.96) | \$ 804,384.04 | \$ 1,600.00 |
| Fannie Mae Global Notes (PFM Asset Management) | 0.750% | 03/30/12 | 12/19/14 | 994 | 0.570% | \$ 1,000,000.00 | \$ (762.34) | \$ 1,004,960.00 | \$ 1,500.00 |
| Fannie Mae Global Notes (PFM Asset Management) | 0.375% | 03/30/12 | 03/16/15 | 1,081 | 0.600% | \$ 1,000,000.00 | \$ 994.29 | \$ 994,259.28 | \$ 1,718.75 |
| FHLMC Notes (PFM Asset Management) | 2.500% | 03/30/12 | 05/27/16 | 1,519 | 0.960% | \$ 500,000.00 | \$ (3,097.16) | \$ 528,172.84 | \$ 3,263.89 |
| FNMA Notes (PFM Asset Management) | 1.250% | 03/30/12 | 09/28/16 | 1,643 | 1.060% | \$ 500,000.00 | \$ (3,699.92) | \$ 503,680.08 | \$ 2,856.25 |
| FNMA Notes (PFM Asset Management) | 1.250% | 03/30/12 | 01/30/17 | 1,767 | 1.160% | \$ 175,000.00 | \$ (63.19) | \$ 175,754.25 | \$ 188.37 |
| Freddie Mac Global Notes (PFM Asset Management) | 1.000% | 07/31/12 | 07/28/17 | 1,823 | 0.860% | \$ 300,000.00 | \$ (33.57) | \$ 301,973.43 | \$ 550.00 |
| | | | | | 0.530% | \$ 14,338,306.87 | \$ (37,543.39) | \$ 14,695,498.29 | \$ 34,710.77 |
| Weighted Avg Maturity | | | 914 | | | | | | |

| FUND SOURCE | COUPON RATE | PURCHASE DATE | MATURITY DATE | APPROX. MARKET YIELD | PAR VALUE | MARKET | AMORTIZED DISCOUNT (PREMIUM) | PURCHASE PRICE | ACCRUED INTEREST 08/31/12 |
|---|-------------|---------------|---------------|----------------------|-----------|-----------------|------------------------------|-----------------|---------------------------|
| Water Fund Depreciation Account (01-1216 & 01-1216.01) | | | | | | | | | |
| Illinois Funds-Money Market | 0.112% | 08/31/12 | 09/01/12 | 1 | 0.112% | \$ 712,416.40 | \$ - | \$ 712,416.40 | \$ - |
| IIIT - Money Market (PFM Asset Management) | 0.030% | 08/31/12 | 09/01/12 | 1 | 0.030% | \$ 52,371.37 | \$ - | \$ 52,371.37 | \$ - |
| US Treasury Notes (PFM Asset Management) | 2.750% | 03/30/12 | 10/31/13 | 580 | 0.300% | \$ 300,000.00 | \$ (3,093.76) | \$ 308,542.96 | \$ 2,779.89 |
| US Treasury Notes (PFM Asset Management) | 1.875% | 03/30/12 | 02/28/14 | 700 | 0.340% | \$ 425,000.00 | \$ (2,733.94) | \$ 434,750.44 | \$ 22.01 |
| US Treasury Notes (PFM Asset Management) | 1.000% | 03/30/12 | 05/15/14 | 776 | 0.370% | \$ 425,000.00 | \$ (1,124.78) | \$ 429,552.95 | \$ 1,258.83 |
| US Treasury Notes (PFM Asset Management) | 1.875% | 03/30/12 | 06/30/15 | 1,187 | 0.580% | \$ 425,000.00 | \$ (2,296.05) | \$ 440,467.62 | \$ 1,364.22 |
| US Treasury Notes (PFM Asset Management) | 1.750% | 06/27/12 | 07/31/15 | 1,129 | 0.460% | \$ 275,000.00 | \$ (622.35) | \$ 285,280.97 | \$ 418.48 |
| US Treasury Notes (PFM Asset Management) | 1.250% | 03/30/12 | 10/31/15 | 1,310 | 0.650% | \$ 300,000.00 | \$ (742.54) | \$ 305,580.44 | \$ 1,263.59 |
| US Treasury Notes (PFM Asset Management) | 0.500% | 08/15/12 | 07/31/17 | 1,811 | 0.740% | \$ 100,000.00 | \$ 10.56 | \$ 98,858.22 | \$ 43.48 |
| Regional Trans Auth, IL Rev Bonds (PFM Management) | 1.064% | 06/26/12 | 06/01/14 | 705 | 1.060% | \$ 100,000.00 | \$ - | \$ 100,000.00 | \$ 192.11 |
| IL ST Unemployment Rev Bonds (PFM Asset Management) | 5.000% | 07/31/12 | 06/15/16 | 1,415 | 1.050% | \$ 100,000.00 | \$ (326.36) | \$ 114,621.64 | \$ 430.56 |
| NYC NY G.O. Muni Bond (PFM Asset Management) | 5.000% | 05/25/12 | 08/01/16 | 1,529 | 1.010% | \$ 125,000.00 | \$ (1,116.82) | \$ 144,100.68 | \$ 520.83 |
| MI St Fin Auth Rev Bonds (PFM Management) | 5.000% | 06/27/12 | 01/01/17 | 1,649 | 1.130% | \$ 125,000.00 | \$ (817.47) | \$ 145,398.78 | \$ 1,041.67 |
| FHLMC Notes (PFM Asset Management) | 1.000% | 03/30/12 | 08/27/14 | 880 | 0.480% | \$ 425,000.00 | \$ (913.91) | \$ 429,360.34 | \$ 47.22 |
| Freddie Mac Global Notes (PFM Asset Management) | 0.750% | 05/31/12 | 11/25/14 | 908 | 0.500% | \$ 225,000.00 | \$ (137.24) | \$ 226,233.01 | \$ 450.00 |
| Fannie Mae Global Notes (PFM Asset Management) | 0.750% | 03/30/12 | 12/19/14 | 994 | 0.570% | \$ 425,000.00 | \$ (323.99) | \$ 426,792.51 | \$ 637.50 |
| Fannie Mae Global Notes (PFM Asset Management) | 0.375% | 03/30/12 | 03/16/15 | 1,081 | 0.600% | \$ 425,000.00 | \$ 399.19 | \$ 422,560.19 | \$ 730.47 |
| FHLMC Notes (PFM Asset Management) | 2.500% | 03/30/12 | 05/27/16 | 1,519 | 0.960% | \$ 200,000.00 | \$ (1,238.86) | \$ 211,269.14 | \$ 1,305.56 |
| FNMA Notes (PFM Asset Management) | 1.250% | 03/30/12 | 09/28/16 | 1,643 | 1.060% | \$ 200,000.00 | \$ (147.97) | \$ 201,472.03 | \$ 1,062.50 |
| FNMA Notes (PFM Asset Management) | 1.250% | 03/30/12 | 01/30/17 | 1,767 | 1.160% | \$ 100,000.00 | \$ (36.11) | \$ 100,394.89 | \$ 107.64 |
| Freddie Mac Global Notes (PFM Asset Management) | 1.000% | 07/31/12 | 07/28/17 | 1,823 | 0.860% | \$ 125,000.00 | \$ (13.99) | \$ 125,822.26 | \$ 229.17 |
| | | | | | 0.548% | \$ 5,569,787.77 | \$ (15,276.39) | \$ 5,731,116.66 | \$ 13,905.73 |
| Weighted Avg Maturity | | | 948 | | | | | | |

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DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from April 30, 2012 to Aug 31, 2012

CASH FLOWS FROM OPERATING ACTIVITIES

| | |
|------------------------------------|------------------|
| Cash received from customers | \$ 32,772,446 |
| Cash payments to suppliers | (33,147,673) |
| Cash payments to employees | <u>(936,167)</u> |
| Net cash from operating activities | (1,311,394) |

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

| | |
|---|------------|
| Cash received from sales taxes | 10,381,079 |
| Cash Received from water quality loans | 0 |
| Cash payments for intergovernmental expenses | <u>0</u> |
| Net cash from noncapital financing activities | 10,381,079 |

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

| | |
|--|------------------|
| Interest paid | (1,827,307) |
| Principal Paid | (15,092,514) |
| Construction and purchase of capital assets | <u>(125,522)</u> |
| Net cash from capital and related financing activities | (17,045,343) |

CASH FLOWS FROM INVESTING ACTIVITIES

| | |
|------------------------------------|---------------|
| Interest on investments | <u>73,886</u> |
| Net cash from investing activities | 73,886 |

Net Increase (Decrease) in cash and investments (7,901,772)

CASH AND INVESTMENTS, APRIL 30 77,177,578

CASH AND INVESTMENTS, AUG 31 \$ 69,275,806

Note: Amount of cash and investments as of April 30th excludes the entry posted to adjust investments to fair market value of \$52,825.

August 31, 2012
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT

| | 8/31/2012 | | |
|--|-------------------------------------|----------------------|-----------------------------------|
| | TARGETED Reserve/Cash Amount-Needed | Amount On Hand | Amount Over - (Under) Requirement |
| TABLE 1 | A | B | C |
| RESERVE ANALYSIS | | | |
| A. Operating Cash Contingency (Two Months) | \$ 13,000,000 | \$ 27,041,908 | \$ 14,041,908 |
| B. Current Construction Obligation | \$ 479,521 | \$ 479,521 | \$ - |
| C. Depreciation Reserve - Revenue Bond | \$ 5,700,000 | \$ 5,731,117 | \$ 31,117 |
| D. O+M Account (See Note 1 Below) - Revenue Bond | \$ 15,746,029 | \$ 15,746,029 | \$ - |
| E. O+M Reserve (Two Month's Operating at est. \$7.3M/Mo.) - Revenue Bond | \$ 14,617,821 | \$ 14,695,498 | \$ 77,677 |
| TOTAL SUMMARY CASH + RESERVE ANALYSIS | \$ 49,543,371 | \$ 63,694,074 | \$ 14,150,702 |

| TABLE 2 | | |
|--|----------------------|----------------------|
| OTHER CASH | | |
| F. Revenue Bond Reserve (EA. month from operating budget approx \$1.2M) Note 2 | \$ 14,289,688 | \$ 4,750,880 |
| G. Customer Construction Escrows | \$ 919,005 | \$ 919,005 |
| TOTAL TABLE 2-OTHER CASH | \$ 15,208,692 | \$ 5,669,885 |
| TOTAL MONTH END FUNDS CASH BALANCE-Table1+2 | | \$ 69,363,959 |

| Outstanding Balance 8/31/12 |
|-----------------------------|
| \$ 50,375,000 |
| \$ 15,000,000 |
| \$ 30,000,000 |


| TABLE 3--DEBT | |
|--|--|
| H. REVENUE BOND FINAL PAYMENT MAY-2016 (RELEASE RESERVE C+D+E) | |
| I. WEST SUBURBAN BANK-OUTSTANDING BALANCE DUE DEC-2015 | |
| J. NORTHERN TRUST BANK-NEXT PAYMENT OF \$5M DUE MAY-2014 | |

Note 1: The O&M Account requirement varies from month to month. The cash balance for FY2012-13 must be 1/12 of the annual operating budget (\$7,308,911) plus an amount equal to the unpaid bills at the end of any month.


Note 2: The Revenue Bond Reserve requirement is to deposit, each month, 1/12 of the principal and interest requirement with the Bond Trustee. This requirement has been met.

DATE: September 12, 2012

REQUEST FOR BOARD ACTION

| | |
|--|---|
| AGENDA SECTION Finance Committee | ORIGINATING DEPARTMENT General Managers Office |
| ITEM Retain Financial Advisor | APPROVAL  |
| <p>In following the GFOA best practices, the Commission is employing PFM Group as its financial advisor to assist in the structuring and issuance of Bonds. PFM Group will represent and act as financial advisor for the Commission in the sale of bonds. PFM Group has the necessary expertise to assist the Commission in selecting other finance professionals, planning the bond sale, and successfully selling and closing the Bonds.</p> <p>The PFM Group will also assist the Commission with restructuring other outstanding debt.</p> <p>At a not-to-exceed amount of \$30,000.00 for these services rendered.</p> | |
| <p>MOTION: To engage the services of the Public Financial Management Group (PFM) as a Financial Advisor in accordance with its proposal dated September 11, 2012, and in an amount not to exceed \$30,000.00 without prior Board approval, and to authorize the General Manager to enter into any required retention agreements</p> | |

REQUEST FOR BOARD ACTION

| | |
|---|--|
| AGENDA SECTION Committee of the Whole | ORIGINATING DEPARTMENT General Manager |
| ITEM Ordinance No. O-10-12 An Ordinance Amending and Restating the By-Law of the DuPage Water Commission | APPROVAL  |
| <p>Ordinance No. O-10-12: An Ordinance Amending and Restating the By-Laws of the DuPage Water Commission. The By-Laws of the DuPage Water Commission, as previously amended shall be and hereby are, amended and reinstated in their entirety.</p> <p>The new amended By-Laws incorporates previously amended ordinances, the required legal changes, and would adopt a new Ethics Policy.</p> <p>To suspend the first reading requirements of the Commission's By-Laws and adopt Ordinance No. O-10-12 would require a two-thirds majority vote of the Commissioners present, in addition to a concurrence of a majority of the appointed Commissioners that is required to pass all Ordinances.</p> | |
| MOTION: To approve Ordinance No. O-10-12 An Ordinance Amending and Restating the By-Law of the DuPage Water Commission | |

DuPAGE WATER COMMISSION

ORDINANCE NO. O-10-12

AN ORDINANCE AMENDING AND RESTATING
THE BY-LAWS OF THE DuPAGE WATER COMMISSION

WHEREAS, the DuPage Water Commission (the "Commission") is a county water commission created and existing under 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

WHEREAS, the Act provides that the Commission "shall determine its own rules of proceeding"; and

WHEREAS, on May 27, 1987, the Commission adopted Ordinance No. O-6-87, being an "Ordinance Adopting By-Laws of the DuPage Water Commission," which Ordinance was amended from time to time; and

WHEREAS, on March 12, 1992, the Commission adopted Ordinance No. O-5-92, being "An Ordinance Restating the By-Laws of the DuPage Water Commission, which Ordinance restated, into a single ordinance, the By-Laws adopted pursuant to Ordinance No. O-6-87, as previously amended, for purposes of clarity and ease of reference, and was, in turn, further amended from time to time (the "By-Laws"); and

WHEREAS, the By-Laws have not been comprehensively updated since 1992; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is reasonable, necessary and desirable, and in the best interest of the Commission, to amend and restate in their entirety the By-Laws;

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

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

SECTION TWO: Amendment and Restatement. The By-Laws of the DuPage Water Commission, as previously amended, shall be, and they hereby are, amended and restated in their entirety so that said By-Laws shall hereafter be and read as set forth in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof.

SECTION THREE: Effective Date. This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners, including the affirmative votes of at least one-third of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2012.

Chairman

ATTEST:

Clerk

EXHIBIT 1

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 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, to be appointed as follows:

- a. 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.

- b. 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.
- c. 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: 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 or until their successors have been appointed and have qualified. 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, 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 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 Administrative Staff and consultants of the Commission;
 - (iv) hiring personnel to fill positions or vacancies on the Commission's Administrative Staff 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 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, 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 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:

- (i) performing those duties prescribed by law or by the Commission;
- (ii) 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;
- (iii) 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;

- (iv) attending all Commission meetings, and any committee or other meeting when required;
- (v) 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
- (vi) 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
- g. Old Business
- h. New Business
- i. Accounts Payable
- j. Executive Session
- k. Adjournment

The Chairman may for good cause suspend 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. 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 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 bona fide emergencies. 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.
- 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 Charter 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 Charter Customers;
 - (iii) borrowing of funds;
 - (iv) exercise of eminent domain powers;
 - (v) employment of managerial and professional personnel, either as employees or consultants;
 - (vi) amendment of the Chicago Water Supply Contract;
and
 - (vii) amendment of this Ordinance made in accordance with Section 2 of Article XII herein.
- 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.

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: Water Supply System Contracts. All contracts 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 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 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.
- 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 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 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 for payroll disbursements and disbursements for payroll-related taxes, contributions and payments. 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. 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, 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 the Water Purchase and Sale Contract dated as of June 11, 1986 between the Commission and Charter 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 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 Water Fund (as defined in the Revenue Bond Ordinance), (ii) Fixed Costs (as defined in the Customer Contract) to be payable by each Charter 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 19th day of March 1984 by and between the City of Chicago and the DuPage Water Commission. 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 Customers may be heard. The Commission shall give its Charter 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 the adoption and incorporation of the provisions of Ordinance OFI-003C-04 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 of 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 June 26, 2012 except for such minimal modifications as are necessary to make the references contained in therein applicable to 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 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, 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 Customers" dated 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> |
|--------------------|------------------------|----------------------------------|
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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

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EXHIBIT “B”

ETHICS ORDINANCE

Adopted pursuant to 5 ILCS 430/70-5

CODE OF DU PAGE COUNTY

CHAPTER 2. ADMINISTRATION.

ARTICLE VII ETHICS ORDINANCE

(as modified and incorporated into the By-Laws of the DuPage Water Commission pursuant to Article XI, Section 1 thereof)

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Section 2-400 Purpose.

It is the goal of the DuPage County Board to guarantee fair, efficient, and honest government and to ensure the integrity and objectivity of its Chairman, County Board Members and employees. The purpose of this Ordinance is to provide a framework for ethical activities that are to be followed in conducting the business of DuPage County government, including county-wide elected officials and their employees as well as for the officers and employees of County-appointed agencies that have adopted this ordinance. No one policy can comprehensively encompass all aspects of appropriate business behavior. The fundamental principle underlying all policies is that all activities of public officials and employees must meet appropriate ethical and legal standards.

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Section 2-400.5 Short Title.

This Ordinance may be cited as the “Ethics Ordinance” of DuPage County, or of the county-wide elected official or County-appointed agency which has adopted it.

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Section 2-400.7 Application of Ordinance.

This Ordinance shall apply to all elected and appointed officials and employees of the County of DuPage, including the Chairman and all members of the County Board, who are under the jurisdiction of the DuPage County Board, as well as to those of any county-wide elected official or County-appointed agency which has adopted this Ordinance as set forth in Section 2-404 and Section 2-404.1.

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Section 2-401 Definitions.

For purposes of this Ordinance, the following terms shall be given these definitions:

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“Appointee” or “Appointed official” means any person appointed by DuPage County and any person appointed by any County-appointed agency which has adopted this Ordinance, with or without the consent of the corporate authorities thereof, to a position in or with any authority, agency, board, or commission regardless of whether the position is compensated.

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“Business or entity” means the actual organization or person to which a DuPage County contract has been awarded or contract is to be awarded and includes any of the business’s principals, family members of the business’s principals and any other legal entities in which those principals or family members have a controlling interest or have control over the disbursement of funds of the business.

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“Campaign for elective office” means any activity in furtherance of an effort to influence the selection, nomination, election or appointment of any individual to any federal, State or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-presidential electors, but does not include activities (i) relating to the support of opposition of any executive, legislative or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of person’s official duties.

“Candidate” means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in Section 1-3 of the Election Code (10 ILCS 315/3).

“Chairman” means the Chairman of the DuPage County Board.

“Collective Bargaining” has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

“Compensated time” means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to an elected or appointed official, employee, or appointee whose hours are not fixed, “compensated time” includes any period of time when such person is executing his or her official duties, regardless of location.

“Compensatory time off” means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of minimum work time required of that employee as a condition of his or her employment.

“Contribution” has the same meaning as the term is defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

“Commission” means Ethics Commission created pursuant to this Ordinance.

“County Board Member or “Member” means an elected or appointed member of the DuPage County Board.

“County-appointed agency” means a unit of local government or other agency, not otherwise subject to this Ordinance, governed or managed by a statutorily-defined board or commission where a majority of the members of such board or commission are authorized to be appointed by the Chairman of the DuPage County Board or by the DuPage County Board or nominated by the Chairman of the DuPage County Board and approved with the advice and consent of the DuPage County Board.

“County-wide elected officials” means the following office holders elected at-large in DuPage County:

1 Auditor, County Clerk, Circuit Clerk, Coroner, Regional Superintendent, Sheriff, States
2 Attorney, and Treasurer.

3
4 “DuPage County” means the County of DuPage or any County-appointed agency that has adopted this
5 Ordinance.

6
7 “DuPage Water Commission” or “Water Commission” means the water commission formed pursuant to
8 the Water Commission Act of 1985, as amended, (70 ILCS 3720/0.001, *et seq.*). The Water
9 Commission is a “County appointed agency” and an “ultimate jurisdictional authority” under this
10 Ethics Ordinance.

11
12 “Elected Official” means an individual serving as the Chairman of the DuPage County Board, a member
13 of the County Board, or a county-wide elected official who has adopted this Ordinance. For the
14 purposes of this Ordinance, “elected official” also includes a member of the corporate authorities
15 or similar governing board of a County-appointed agency that has adopted this Ordinance
16 notwithstanding the fact that he or she holds office by virtue of appointment.

17
18 “Employee” means all full time, part time, temporary, and contractual employees, appointed and elected
19 officials of DuPage County but does not include an independent contractor. “Employee”
20 includes all full time, part time, temporary, and contractual employees of the Water Commission.
21 “Employee” includes current employees and any person who was employed at the time of the
22 conduct which is the subject of the complaint filed with the Ethics Commission in conformance
23 with the provisions of Section 2-410 of this Ordinance.

24
25 “Family Member” means those people related to the individual as father, mother, son, daughter, brother,
26 sister, uncle, aunt, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law,
27 brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, and stepsister.

28
29 “Gift” means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or
30 intangible item having a fair cash market value including but not limited to
31 cash, food, drink and honoraria for speaking engagements related to or attributable to
32 government employment or the official position of any official or employee subject to this
33 Ordinance.

34
35 “Market value” means the price that a gift would bring for tangible or intangible assets of like type,
36 quality and quantity in the local market at the time of acquisition.

37
38 “Political Organization” means a party, committee, association, fund or other organization (whether or
39 not incorporated) that is required to file a statement of organization with the State Board of
40 Elections or a county clerk under Section 9-3 of the Election Code [10 ILCS 5/9-3], but only with
41 regard to those activities that require filing with the State Board of Elections or a county
42 clerk.

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44 “Political” means any activity in support of or in connection with any campaign for elective office or any
45 political organization, but does not include activities (i) relating to the support or opposition of
46 any executive, legislative or administrative action or (ii) relating to collective bargaining, or (iii)

1 that are otherwise in furtherance of the person’s official County duties.

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3 “Principals” of a business shall mean an officer of a business entity, a majority shareholder of a
4 corporation or the majority equity owner of a business entity.

5
6 “Prohibited political activity” means:

- 7 (i) preparing for, organizing or participating in any political meeting, political rally, political
8 demonstration, or other political event;
- 9 (ii) soliciting contributions, including but not limited to the purchase of, selling, distributing or
10 receiving payment for tickets for any political fundraiser, political meeting, or other political
11 event;
- 12 (iii) soliciting, planning the solicitation of, or preparing any document or report regarding
13 anything of value intended as a campaign contribution;
- 14 (iv) planning, conducting, or participating in a public opinion poll in connection with a campaign
15 for elective office or on behalf of a political organization for political purposes or for or against
16 any referendum question;
- 17 (v) surveying or gathering information from potential or actual voters in an election to determine
18 probable vote outcome in connection with a campaign for elective office or on behalf of a
19 political organization for political purposes or for or against any referendum question;
- 20 (vi) assisting at the polls on election day on behalf of any political organization or candidate for
21 elective office or for or against any referendum question;
- 22 (vii) soliciting votes on behalf of a candidate for elective office or a political organization or for
23 or against any referendum question or helping in an effort to get voters to the polls;
- 24 (viii) initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf
25 of a candidate for elective office or for or against any referendum question;
- 26 (ix) making contributions on behalf of any candidate for elective office in that capacity or in
27 connection with a campaign for elective office;
- 28 (x) preparing or reviewing responses to candidate questionnaires;
- 29 (xi) distributing, preparing for distribution, or mailing campaign literature, campaign signs, or
30 other campaign material on behalf of any candidate for elective office or for or against any
31 referendum question;
- 32 (xii) campaigning for any elective office or for or against any referendum question;
- 33 (xiii) managing or working on a campaign for elective office or for or against any referendum
34 question;
- 35 (xiv) serving as a delegate, alternate, or proxy to a political party convention;
- 36 (xv) participating in any recount or challenge to the outcome of any election.

37
38 “Prohibited source” means any person or entity who (i) is seeking official action by an elected official
39 subject to this Ordinance or in the case of an employee, by the employee or by an elected official
40 subject to this Ordinance, or another employee directing that employee; (ii) does business or
41 seeks to do business with the elected official subject to this Ordinance or in the case of an
42 employee, by the employee or by the elected official subject to this Ordinance, or another
43 employee directing the employee; (iii) conducts activities regulated by the elected official subject
44 to this Ordinance or in the case of an employee, by the employee or by the elected official subject
45 to this Ordinance, or another employee directing the employee; (iv) has interests that may be

1 substantially affected by the performance or non-performance of the official duties of the elected
2 official subject to this Ordinance or employee; (v) is registered or required to be registered with
3 the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist
4 Registration Act, except that an entity not otherwise a prohibited source does not become a
5 prohibited source merely because a registered lobbyist is one of its members or serves on its
6 board of directors; (vi) is a Political Action Committee to which a prohibited source has
7 contributed.
8

9 “Ultimate Jurisdictional Authority” means the Department Head of the employee; the parent committee
10 of the Department; the DuPage County Board; the Chairman of the DuPage County Board, the
11 county-wide elected official who has adopted this Ethics Ordinance, or, in the case of the Water
12 Commission, its General Manager or the Chairman of its Board of Commissioners once the
13 Water Commission has adopted this Ethics Ordinance as the case may be depending on the direct
14 reporting authority of the subject individual. With regard to an individual Commissioner of the
15 Water Commission or the Chairman of the Water Commission who is the subject of an Ethics
16 Commission decision, the remaining members of the Water Commission’s Board of
17 Commissioners shall constitute the Ultimate Jurisdictional Authority.
18

19 “USPS” means the United States Postal Service.
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21 **Section 2-402 Gift Ban and Political Contribution Limit.**

22 1. Except as otherwise provided in this Ordinance, no elected official nor employee, spouse
23 or family member of such official or employee (collectively hereinafter referred to as recipients) subject
24 to this Ordinance shall intentionally solicit or accept any gift from any prohibited source or in violation
25 of any ordinance, federal or State statute, rule or regulation. No prohibited source shall intentionally
26 offer or make a gift that violates this Section.

27 2. Except as otherwise provided in this Ordinance, no elected official subject to this
28 Ordinance shall intentionally solicit or accept cumulative campaign contributions of more than \$1,000
29 per calendar year from any contractor, union and vendor or their affiliated Political Action Committee
30 who has obtained or is seeking contracts or change orders, or from lobbyists, agents or representatives in
31 which their owners, officers, managers, lobbyists, agents or consultants are members who have obtained
32 or are seeking contracts or change orders with the County. This prohibition applies to contracts for and
33 vendors of all goods and services, including those for professional services as defined in 1-200 and 4-
34 108 and those otherwise exempt from bid under Illinois law or any ordinance or policy applicable to the
35 agency, unit of local government, or county-wide elected official subject to this Ordinance.

36 3. Except as otherwise provided in this Ordinance, no elected official subject to this
37 Ordinance shall intentionally solicit or accept a campaign contribution in excess of \$1000 from any
38 individual appointed or applying for appointment by the elected official to serve on a board,
39 commission, authority, task force, advisory committee or other governmental entity when that elected
40 official is empowered by law to nominate or vote to give his or her advice and consent to such
41 appointment.
42

43 **Section 2-403 Exceptions.**

44 The restriction in Section 2-402 of this Ordinance, titled Gift Ban, shall not apply to the
45 following:

- 1 1. Opportunities, benefits and services that are available on the same conditions as
2 for the general public.
- 3
- 4 2. Anything for which the recipient pays the fair cash market value.
- 5
- 6 3. Any (i) contribution that is lawfully made under the Election Code or under this
7 Ordinance or (ii) activities associated with a fund-raising event in support of a political organization or
8 candidate.
- 9
- 10 4. Educational materials and missions.
- 11
- 12 5. Travel expenses for a meeting to discuss business of DuPage County.
- 13
- 14 6. A gift from a relative, meaning (for the purposes of the gift ban provisions of this
15 Ordinance only) those people related to the individual as father, mother, son, daughter, brother, sister,
16 uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother,
17 grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law,
18 stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and
19 including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's
20 fiancé or fiancée.
- 21
- 22 7. Anything provided by an individual on the basis of a personal friendship, unless the
23 recipient has reason to believe that, under the circumstances, the gift was provided because of the official
24 position or employment of the recipient and not because of the personal friendship. In determining
25 whether a gift is provided on the basis of a personal friendship, the recipient shall consider the
26 circumstances under which the gift was offered, such as: (i) the history of the relationship between the
27 individual giving the gift and the recipient receiving the gift, including any previous exchange of gifts
28 between those individuals; (ii) whether to the actual knowledge of the recipient, the individual who gave
29 the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
30 (iii) whether to the actual knowledge of the recipient the individual who gave the gift also at the same
31 time gave the same or similar gifts to other persons included within the term "recipient."
- 32
- 33 8. Food or refreshments not exceeding \$25 per person in value on a single calendar day;
34 provided that the food or refreshments are (i) consumed on the premises from which they were
35 purchased or prepared or (ii) catered. For the purpose of this Section, "catered" means food or
36 refreshments that are purchased ready to consume which are delivered by any means.
- 37
- 38 9. Food, refreshments, lodging, transportation and other benefits resulting from the outside
39 business or employment activities (or outside activities that are not connected to the duties of the
40 recipients) of the recipients if the benefits have not been offered or enhanced because of the official
41 position or employment of the recipient and are customarily provided to others in similar circumstances.
- 42
- 43 10. Intra-governmental and inter-governmental gifts. For the purpose of this Ordinance,
44 "intra-governmental gift" means any gift given to an elected official or employee of an agency or unit of
45 local government subject to this Ordinance to another elected official or employee of the same agency or

1 unit, and “inter-governmental gift” means any gift given to the recipient by an officer or employee of
2 another county, State agency, federal agency or any governmental entity.

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4 11. Bequests, inheritances and other transfers at death.

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6 12. Any item or items from any one prohibited source during any calendar year having a
7 cumulative total value of less than \$25.

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9 13. The recipient does not violate this Section if the recipient promptly takes reasonable
10 action to return the prohibited gift to its source.

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12 14. The recipient does not violate this Section if the recipient gives the gift or an amount
13 equal to its value to an appropriate charity that is exempt from income taxation under section 501(c)(3)
14 of the Internal Revenue Code of 1986 as now or hereafter amended, renumbered or succeeded.

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16 Each of the exceptions listed in this Section is mutually exclusive and independent of one
17 another.

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19 **Section 2-404 Adoption by County-wide Elected Officials.**

20 Any county-wide elected official of DuPage County may adopt this Ethics Ordinance or maintain
21 an ethics policy that is more restrictive than those set forth in Section 2-403 and may continue to follow
22 any existing policies, ordinances, rules or regulations that are more restrictive and are in addition to
23 those set forth in this Section.

24
25 **Section 2-404.1 Adoption by County-appointed Agencies.**

26 The Water Commission has adopted this Ethics Ordinance as set forth in Article XI, Section 1 of
27 its By-Laws adopted pursuant to Water Commission Ordinance No. O-10-12 which By-Laws may
28 contain ethics policies that is more restrictive than those set forth in Section 2-403 and may continue to
29 follow any existing policies, ordinances, rules or regulations that are more restrictive and are in addition
30 to those set forth in this Section. In all aspects of this Ordinance where the Chairman of the County
31 Board is to act, the Chairman of the Water Commission, as the presiding officer of that unit of
32 government or agency is to act, and where the County Board is to act, the Water Commission’s Board of
33 Commissioners functioning as the corporate authorities of the unit of government or governing board or
34 commission of the agency is to act. Provisions of this Ordinance which set forth the duties of elected
35 officers, appointees, and employees of DuPage County, including any prohibitions applicable to them,
36 shall apply to all officers, appointees and employees of the Water Commission.

37
38 **Section 2-405 Prohibited Political Activity.**

39 1. No elected officer or employee of a unit of local government or agency subject to this
40 Ordinance shall intentionally perform any prohibited political activity during any
41 compensated time. Nor shall such person intentionally use any public property or
42 resources in connection with any prohibited political activity for the benefit of any
43 campaign for elective office, any political organization or for or against any
44 referendum question.

45 2.

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2 2. At no time shall any elected officer or employee of a unit of local government or agency
3 subject to this Ordinance intentionally misappropriate the services of any employee by requiring that
4 employee to perform any prohibited political activity (i) as part of that employee’s duties, (ii) as a
5 condition of employment, or (iii) during any time off that is compensated, including, but not limited to
6 vacation, holidays or personal time off.
7

8 3. An employee shall not be required at any time to participate in any prohibited political
9 activity in consideration for that employee being awarded any additional compensation or employee
10 benefit, in the form of salary adjustment, bonus, compensatory time off, continued employment or
11 otherwise awarded any additional compensation or employee benefit in consideration of participating in
12 any prohibited political activity.
13

14 4. An employee shall not be awarded any additional compensation or employee benefit, in
15 the form of salary adjustment, bonus, compensatory time off, continued employment or otherwise
16 awarded any additional compensation or employee benefit in consideration of voluntarily participating in
17 any prohibited political activity.
18

19 5. An employee shall not be denied or deprived of employment by a public entity or elected
20 official subject to this Ordinance or tenure solely because he or she is a member or an officer of a
21 political committee, or a political party, or a political organization, or political club.
22

23 6. An employee shall not be required to (i) purchase tickets, solicit others to purchase
24 tickets, sell, distribute or receive payment for political tickets for any political fundraiser or campaign
25 fund for a specific candidate for political office or (ii) financially contribute to any political organization,
26 political party, political rally, political fundraiser, political meeting or political event.
27

28 7. Political contributions shall not be intentionally solicited or accepted on County property
29 by any employee or candidate for elective office. An inadvertent acceptance of a political contribution
30 shall not be considered a violation of this Ordinance, if reasonable and timely action is taken to return
31 the contribution to its source.
32

33 8. Nothing in this Section prohibits activities that are otherwise appropriate for an employee
34 to engage in as a part of his or her official employment duties or activities that are undertaken by an
35 employee on a voluntary basis as permitted by law.
36

37 **Section 2-406 Training.**

38 All elected officials, and employees subject to this Ordinance, including, but not limited to the
39 Chairman and members of the DuPage County Board and all officers of a County-appointed agency
40 which has adopted this Ordinance must complete, within six months after adoption of this amended
41 Ordinance and at least regularly thereafter, an ethics training program conducted by the DuPage County
42 Department of Human Resources in conjunction with other appropriate officials. A new employee must
43 complete his or her initial ethics training during orientation within the first month of employment.
44 Elected officials other than employees shall attend a training program within six months of being elected
45 or appointed (or as soon thereafter as an ethics training is offered) and at least regularly thereafter, an

1 ethics training program coordinated through the Human Resources Department in conjunction with the
2 Ethics Officer. The Ethics Officer shall assist the Human Resources Department in maintaining records
3 indicating each employee's attendance at such training programs.
4

5 **Section 2-407.1 Ethics Commission of DuPage County.**

6 There is hereby created a commission known as the Ethics Commission of DuPage County. The
7 Commission shall consist of five (5) commissioners. No more than three (3) commissioners shall belong
8 to the same political party at the time of such appointments are made. Party affiliation shall be
9 determined by affidavit of the appointed commissioner.
10

11 1. The Chairman of the DuPage County Board shall appoint five (5) commissioners,
12 with the advice and consent of the DuPage County Board.
13

14 2. Commissioners shall be from the general public, residents of DuPage County, outside of
15 DuPage County government who have experience holding governmental office or employment. The
16 initial appointment of commissioners shall be made within thirty (30) days following the effective date
17 of this Ordinance and all commissioners shall take an oath to faithfully perform their duties.
18

19 3. The term of each commissioner shall be two years and until their successors are
20 appointed and qualified. Initially three (3) of the Commissioners shall be appointed to a two (2) year
21 term and two (2) of the commissioners shall be appointed to a one (1) year term. Thereafter
22 commissioners shall be appointed to a two (2) year term. Commissioners may be reappointed to serve an
23 unlimited number of subsequent terms. Vacancies shall be filled by the Chairman as provided
24 hereinabove in this Section and shall serve for the balance of the term of the commissioner whose office
25 was vacant. The Chairman shall appoint the Chair of the Ethics Commission.
26

27 4. The Ethics Commission shall have jurisdiction over the Chairman, County Board
28 Members and employees of DuPage County under each Ultimate Jurisdictional Authority of DuPage
29 County.
30

31 5. The Commission shall hold an organizational meeting within thirty (30) days of their
32 appointment and thereafter as often as necessary to perform its duties and shall meet at least annually on
33 the anniversary of its first meeting. Meetings shall be held at the call of the Chair or any two (2)
34 commissioners. Action by the Commission shall require the affirmative vote of four (4) commissioners.
35 Commissioners may be reimbursed for reasonable expenses actually incurred in the performance of their
36 duties.
37

38 6. No commissioner may during his or her term of office: (i) become a candidate for any
39 elective public office; or (ii) hold any other elected or appointed public office except for appointment to
40 a governmental advisory board, study commission, or ethics commission of another public agency or
41 unit of local government; provided, however, a commissioner may resign to become a candidate for
42 elective office or to accept an appointment to a public office.
43

44 7. The Chairman may remove a commissioner, with or without cause upon a written notice
45 to remove presented to the County Board, with a copy sent to the Commissioner by USPS certified mail,

1 return receipt requested. The County Board may overrule the removal of the commissioner within sixty
2 (60) days of the notice at a regularly-scheduled meeting by a majority vote of the County Board
3 Members elected.
4

5 **Section 2-407.2 Powers and Duties.**

6 The Ethics Commission shall have the following powers and duties:
7

8 1. To promulgate procedures and rules in addition to those contained in this Ordinance
9 governing the performance of its duties and the exercise of its powers and those of the Investigator
10 General.

11 2. To receive ethics complaints and refer them to an Investigator General for inquiry.
12

13 3. To act only upon the receipt of a report or petition from the Investigator General and not
14 on its own prerogative. To consider an Investigator General's petition to proceed to a hearing on a
15 formal Complaint and to consider any written argument of the Respondent which is filed within thirty
16 (30) days of Respondent's receipt of the petition of the Investigator General.
17

18 4. The Commission shall receive, review and rule on the record of the Investigator General
19 and Respondent's submission. The Ethics Commission shall either concur in the Investigator General's
20 recommendation to issue a formal Complaint or reject the recommendation of the Investigator General
21 and dispose of the original complaint.
22

23 5. To refer to an Investigator General for investigation any allegations of violations of this
24 Ordinance received by the Commission.
25

26 6. To the extent authorized by this Ordinance and in accordance with law to deliberate, issue
27 recommendations for disciplinary actions, impose fines and/or penalties, if appropriate, and refer to the
28 appropriate authority violations of law outside the purview of this Ordinance.
29

30 7. To conduct a fair administrative hearing, receive evidence, under oath, in support of the
31 Complaint and from the subject of the Complaint in defense of the allegations in the Complaint. The
32 Commission may compel attendance of witnesses and the production of documents relevant to matters to
33 be heard and, if necessary, petition the DuPage County Circuit Court for an order that a party comply
34 with the Commission's requests. The Commission shall employ a court reporter, the reasonable cost
35 shall be paid by DuPage County after submission and approval of an invoice.
36

37 8. To prepare, file and serve a written report to include findings of fact and a decision
38 regarding the Complaint, assessment of fines, penalties and recommendation for disposition by the
39 Ultimate Jurisdictional Authority.
40

41 9. To exercise its powers and duties strictly limited to matters clearly within the purview of
42 this Ordinance.
43

44 10. To seek and receive legal advice from the DuPage County State's Attorney who shall
45

1 provide legal advice without charge to the Commission
2

3 11. To employ necessary staff persons and contract for services that cannot be satisfactorily
4 performed by the County employees; provided, however, that the costs thereof shall be paid by DuPage
5 County pursuant to approved budget, or if there is no budget, to a maximum of \$5,000 without specific
6 authorization of the Ultimate Jurisdictional Authority
7
8
9
10

11 **Section 2-408.1 Ethics Officer.**

12 The Chairman, with the advice and consent of the DuPage County Board, shall appoint an Ethics
13 Officer for DuPage County. If the Ethics Officer is not a County employee, he or she shall be
14 compensated at a reasonable hourly rate determined by the Chairman prior to the appointment. The
15 Ethics Officer shall be appointed for a term of two (2) years and until their successors are appointed and
16 qualified. The Chairman may remove the Ethics Officer, with or without cause, by notice to the Ethics
17 Officer, by USPS certified mail, return receipt requested. The County Board may overrule the removal of
18 the Ethics Officer at its next regularly scheduled meeting by a majority vote of the members elected. The
19 Ethics Officer shall not (i) become a candidate for any elective office; or (ii) hold any other elected or
20 appointed public office except for appointment to a governmental advisory board or study commission;
21 provided, however, an Ethics Officer may resign to become a candidate for elective office or to accept an
22 appointment to a public office.
23

24 **Section 2-408.2 Duties of Ethics Officer.**

25 The Ethics Officer shall:

26 1. provide guidance to the Chairman, any County Board Member or employee in the
27 interpretation and implementation of this Ordinance, upon a written inquiry, with a written response;
28

29 2. review statements of economic interest and disclosure forms of the Chairman, County
30 Board Members or employees filed with the DuPage County Clerk upon request of the Chairman,
31 County Board Member, employee or upon receipt of a written request from a member of the public at
32 large;
33

34 3. assist the Human Resources Department in preparing and publishing manuals and guides
35 explaining the duties of individuals covered by this Ordinance;
36

37 4. assist the Human Resources Department in preparing public information materials to
38 facilitate compliance, implementation, and enforcement of this Ordinance; and
39

40 5. assist the Human Resources Department in keeping accurate records of attendance of
41 individuals at training seminars and appropriate distribution of compliance materials.
42

43 6. provide such guidance and assistance as set forth in this Section to the officers,
44 employees, and departments of a County-appointed agency which has adopted this Ordinance following
45 the execution of an intergovernmental agreement as set forth in Section 2-414.1.

1
2 **Section 2-409.1 Investigator General.**

3 The Chairman, with the advice and consent of the County Board, shall appoint one or more
4 Investigators General with the first appointed Investigator General acting as the principal one and others
5 acting in the event that a conflict exists to preclude the principal Investigator General from carrying out
6 his/her duties. An Investigator General shall not be an employee of DuPage County or any other unit of
7 government. An Investigator General shall be appointed within 30 days of the adoption of this Ordinance
8 for an initial term ending February 1, 2007. Following terms shall be for a period of four (4) years and
9 until their successors are appointed and qualified. The Chairman may remove an Investigator General
10 with or without cause, by notice to the Chair of the Ethics Commission and the Investigator General, by
11 USPS certified mail, return receipt requested. The County Board may overrule the removal of the
12 Investigator General at its next regularly scheduled meeting by a majority vote of the members elected.
13 An Investigator General shall not (i) become a candidate for any elective office, or (ii) hold any other
14 elected or appointed public office except for appointment to an uncompensated advisory board or study
15 commission; provided, however, an Investigator General may resign to become a candidate for elective
16 office or to accept an appointment to a public office.

17
18 **Section 2-409.2 Powers and Duties.**

19 An Investigator General shall:

- 20 1. provide guidance to the Ethics Commission and assist the Commission in the discharge of
21 its duties, including the presentation of evidence of alleged violations to the Commission;
- 22
23 2. provide fair notice to each person covered by this Ordinance (the "Respondent") alleged
24 to have violated this Ordinance in accordance with the procedures set forth in this Ordinance;
- 25
26 3. receive complaints, conduct a preliminary investigation, and provide a status report to the
27 Ethics Commission within thirty (30) days after the complaint was filed unless extended for good cause
28 by the Chair of the Ethics Commission;
- 29
30 4. if the Investigator General finds that there is a reasonable cause to believe the Respondent
31 has violated one or more of the provisions of this Ordinance, then the Investigator General shall follow
32 the procedures set forth in this Ordinance;
- 33
34 5. subject to the provisions of this Ordinance and in the discretion of the Commission
35 compel the attendance of witnesses for the purpose of testimony and the production of documents and
36 other items for inspection and copying and, if necessary, petition the Circuit Court of DuPage County for
37 an order compelling compliance; and
- 38
39 6. compile and refer to the Chairman an annual statistical report for each year consisting of
40 (i) the number of complaints filed, (ii) the number of complaints deemed to sufficiently allege a violation
41 of this Ordinance, (iii) the number of complaints resolved, (iv) the decision issued for each complaint
42 and (v) the status of pending complaints.

43
44 **Section 2-410 Complaint Filing Procedure and Whistleblower Protection.**

- 45 1. Complaints alleging a violation of this Ordinance shall be in writing, signed by the person

1 alleging the violation (the "Complainant") and filed with the Ethics Commission. If the complaint is
2 filed other than with the Ethics Commission the complaint shall be transmitted by the receiving officer,
3 supervisor, department or employee to the Ethics Commission within seventy-two (72) hours of receipt
4 of the complaint.

5 (a) The complaint shall describe in detail the act or acts complained of and provide a
6 list of witnesses to the act or acts.

7 (b) The complaint shall contain the Complainant's home address, business telephone
8 number and personal telephone number.

9 2. The Ethics Commission shall forward all complaints it receives to the Investigator
10 General who shall conduct a confidential investigation of the complaint to determine the facts regarding
11 the allegations in the complaint.

12 3. Any employee making a good faith effort report under this section or cooperating under
13 Section 2-413 of this Article shall have all protections afforded to a whistleblower under the personnel
14 ordinance and state statute.

15 **Section 2-411 Complaint Review Procedure.**

16 1. The Investigator General shall notify the Respondent of the fact and nature of the
17 complaint filed, within five (5) business days of receipt of a complaint, by USPS certified mail, return
18 receipt requested, unless in his or her discretion such notice would interfere with a potential or ongoing
19 investigation being conducted by a law enforcement agency. At all times the Investigator General shall
20 comply with the Confidentiality clause of this Ordinance, Section 2-422. However, the Investigator
21 General is authorized to provide information to any law enforcement agency with jurisdiction to
22 investigate any matter that has come to his or her attention. The notice may request a written response or
23 other information from the Respondent and shall indicate the date that the Investigator General desires to
24 receive testimony and other evidence concerning the complaint. Any party may represent himself or
25 herself or be represented by legal counsel of their own choice and at their own expense.

26 2. The Investigator General may inquire and take testimony under oath from witnesses or
27 may require production of any records from any source within DuPage County relevant or material to the
28 investigation. The rules of evidence applicable to civil and/or criminal trials shall not strictly apply to the
29 Investigator General's inquiry, but all extended testimony shall be tape recorded and given under oath.

30 3. If the Investigator General, upon conclusion of an investigation, determines that
31 reasonable cause exists to believe that a violation has occurred, then the Investigator General shall issue
32 a summary report of the investigation within fourteen (14) days of the conclusion of the informal
33 investigation. The report shall be delivered to the Respondent, the appropriate Ultimate Jurisdictional
34 Authority and the Ethics Commission Chair. The report shall include the following:

- 35 a. A description of any allegations or other information received by the Investigator General
36 pertinent to the investigation.
37 b. A description of any alleged misconduct discovered during the course of the
38 investigation.
39 c. Recommendations for any corrective or disciplinary action to be taken in response to any
40 alleged misconduct described in the report, including but not limited to termination.
41 d. Other information that the Investigator General deems relevant to the investigation and
42
43
44
45

1 resulting recommendations.

2
3 4. Not less than 30 days after delivery of the report, if the Inspector General desires to file a
4 petition for leave to file a formal Complaint (“Complaint”), the Inspector General shall notify the
5 Commission. The petition shall set forth the alleged violation and the grounds that exist to support a
6 Complaint. A copy of the petition shall be served by USPS certified mail, return receipt requested on all
7 Respondents named in the Complaint and on each Respondent’s Ultimate Jurisdictional Authority.

8
9 5. A Respondent may file objections to the petition for leave to file a formal Complaint
10 within 30 days after the service date of notice of the petition.

11
12 6. The Commission shall meet, either in person or by telephone, in a closed session as
13 allowed by law to review the sufficiency of the complaint which is the subject of the petition. If the
14 Commission finds that the Complaint is sufficient, the Commission shall grant the petition for leave to
15 file a formal complaint. The Commission shall issue notice to the Inspector General and all Respondents
16 of the Commission’s ruling and shall include a hearing date scheduled within six (6) weeks after the date
17 of the notice, unless all of the parties consent to a later date. If the Complaint is deemed not to
18 sufficiently allege a violation, then the Commission shall send by USPS certified mail, return receipt
19 requested, a notice to the parties of the decision to deny the petition and dismiss the original complaint.

20
21 7. If the Investigator General, upon conclusion of an investigation, determines that no
22 reasonable cause exists to believe that a violation has occurred, then the Investigator General shall close
23 the investigation within fourteen (14) days of the conclusion of the informal investigation and notify the
24 Complainant, the Respondent, the appropriate Ultimate Jurisdictional Authority and the Ethics
25 Commission Chair in writing. At the request of the Respondent, the Inspector General shall provide a
26 written statement to the Respondent and to the Chair of the Inspector General’s decision to close the
27 investigation. Closure of an investigation does not bar the Inspector General from resuming the
28 investigation if the circumstances warrant. Closure of an investigation by the Investigator General is not
29 subject to review by any court or administrative tribunal absent fraud on the part of the Investigator
30 General.

31
32 **Section 2-412 Hearing Procedure by Ethics Commission.**

33 1. The proceedings on any Complaint authorized to be filed with the Commission shall be
34 conducted fairly pursuant to rules promulgated by the Commission.

35
36 2. The rules of evidence applicable to civil and/or criminal trials shall not strictly apply to
37 the proceedings, but irrelevant, immaterial, incompetent or unduly repetitious material may be excluded
38 by ruling of the Chair.

39
40 3. On the hearing date(s) as scheduled by the Commission, the Commission shall conduct a
41 closed meeting to the extent permitted by law either in person or, if the parties consent, by telephone, to
42 allow all parties the opportunity to present testimony and evidence pertaining to the complaint. All such
43 proceedings shall be recorded by a tape recording device, and at the sole discretion of the Commission
44 may be transcribed by a court reporter.

1 4. Within the appropriate time proscribed by rules of the Commission, but not later than 45
2 days from the close of the hearing, the Commission shall (i) dismiss the Complaint or (ii) issue findings
3 and a recommendation of discipline to the Respondent and the Respondent's Ultimate Jurisdictional
4 Authority or impose a penalty upon the Respondent, or both.

5
6 5. A copy of the Commission's decision, including findings of fact if there is a
7 recommendation for discipline by the Ethics Commission, excluding a copy of the evidence received,
8 shall be sent to the Complainant, the Respondent, the Ultimate Jurisdictional Authority and the Inspector
9 General by USPS certified mail, return receipt requested.

10
11 6. The notice to the Respondent shall inform the Respondent of the right to petition the
12 Ethics Commission for reconsideration. The petition for reconsideration shall be in writing and filed
13 with the Ethics Commission within ten (10) days of mailing the Report to the Respondent. The Ethics
14 Commission shall decide the petition for reconsideration only on the formal record. The decision of the
15 Ethics Commission becomes final upon the expiration of ten (10) days of the date of its recommendation
16 or ten (10) days following the decision on a petition for reconsideration of the Ethics Commission.

17
18 7. A decision by the Ethics Commission to impose a penalty is subject to judicial review
19 under the Administrative Review Act. All other decisions by the Ethics Commission are final and not
20 subject to review administratively or judicially.

21
22 **Section 2-413 Employee Cooperation.**

23 Each employee shall be obligated to cooperate during the course of an investigation and to
24 comply with requests for information from the Investigator General and Ethics Commission. Failure or
25 refusal to comply with reasonable requests for information shall constitute a violation of this Ordinance
26 and may be considered by the Ultimate Jurisdictional Authority as grounds for discipline consistent with
27 the enforcement provisions of this Ordinance.

28
29 **Whistleblower Protection.** Whenever any employee subject to this Ordinance reasonably believes
30 evidence exists that another employee has perpetrated gross mismanagement, gross misuse or waste of
31 public resources or funds; abuse of authority in connection with the administration of a public program
32 or execution of a public contract; a violation of a federal, state, or local law, rule or regulation which is
33 not merely of a technical or minimal nature; or a substantial and specific danger to the public health and
34 safety exists, the employee shall bring this evidence to the immediate attention of the County Board
35 Chairman, the County Board, the State's Attorney's Office, the County Auditor, Chief of Staff or Human
36 Resources Department. In the case of an employee of a County-appointed agency that has adopted this
37 Ordinance, he or she shall also bring such evidence to the attention of the Water Commission's General
38 Manager, the Chairman of the Water Commission's Board of Commissioners, the Board of
39 Commissioners or the Commissions or Legal Counsel.

40
41 A supervisor, elected official or other employee subject to this Ordinance shall not threaten to take or
42 take any retaliation against an employee because of the employee's disclosure of any alleged prohibited
43 activity or because of an employee's refusal to comply with an illegal order. Any supervisor or other
44 employee who retaliates against someone who has reported a violation in good faith is subject to but not

1 limited to; a demotion, denial of promotion or merit increase, reassignment of responsibilities or
2 disciplinary action not to exclude termination of employment.

3
4 An employee who reports a violation or concern, in good faith, will not be subjected to retaliation,
5 harassment, abuse, threats, and discrimination or any adverse employment consequences as a result of
6 coming forward.

7
8 An employee who reports a violation or concern in good faith, on behalf of another employee, shall not
9 be subjected to retaliation, harassment, abuse, threats, and discrimination or any adverse employment
10 consequences as a result of coming forward.

11
12 This Section shall not apply to a complainant, or employee acting on behalf of a complainant, who
13 knowingly makes a false report.

14
15 The Human Resources Department is authorized to develop formal procedures and forms for reporting
16 complaints of improper or unethical behavior and will make this information available on the county's
17 intranet.

18
19 **Section 2-414 Enforcement.**

20 1. The Commission may recommend to a Respondent's Ultimate Jurisdictional Authority
21 disciplinary action against the Respondent it determines to be in violation of this Ordinance. The
22 recommendation may prescribe one or more of the following courses of action:

- 23 (a) A reprimand.
- 24 (b) To cease and desist the offensive action.
- 25 (c) A return or refund of money or other items, or an amount of restitution for services,
26 received in violation of this Ordinance.
- 27 (d) Suspension or termination of the Respondent..
- 28 (e) Donation to a charity of an amount equal to a gift.

29
30 2. The Ultimate Jurisdictional Authority of a Respondent who violates any provision of this
31 Ordinance may take disciplinary action against the Respondent, as recommended by the Ethics
32 Commission or as it deems appropriate, to the extent it is constitutionally permissible for the Ultimate
33 Jurisdictional Authority to take that action. The Ultimate Jurisdictional Authority shall make its action,
34 or determination to take no action available to the public.

35
36 3. In addition, the Commission may impose a penalty per violation and/or fine as provided
37 in this Ordinance to be deposited into the General Revenue Fund of the County, or a similar fund of a
38 County-appointed agency that has adopted this Ordinance. Such fines shall not be waived or reduced by
39 any Ultimate Jurisdictional Authority.

40
41 4. The Ethics Commissioners, Ethics Officer and Investigator General shall be entitled to all
42 immunities and defenses available to employees and officers of a local public entity, including those
43 immunities and defenses granted by the "Local Governmental and Governmental Employees Tort
44 Immunity Act, 745 ILCS 1011-101", for any claims, lawsuits or actions brought against them for injuries
45 arising out of the performance of their duties under this Ordinance or state law. Additionally, the Ethics

1 Commissioners, Ethics Officer and Investigator General shall be entitled to the indemnification provided
2 pursuant to the provisions of the “Ordinance to Indemnify County Officers and Employees,” OFI-008A-
3 99, enacted on September 14, 1999.
4

5 **Section 2-414.1 Intergovernmental Agreements with County-appointed Agencies.**

6 Any County-appointed agency that has adopted this Ethics Ordinance may voluntarily enter into
7 an intergovernmental agreement with the county to utilize the Ethics Commission, Ethics Officer and
8 Investigator General as a means of enforcing all provisions of this Ordinance as applied to its officers
9 and employees. All costs related to the investigation or adjudication of any ethics complaint executed
10 pursuant to this Ordinance shall be the sole responsibility of the County-appointed agency which entered
11 into the agreement with the County. Within 20 days of execution of an agreement made under this
12 Section, the County-appointed agency shall furnish a copy of said agreement to the Ethics Commission,
13 Ethics Officer and Investigator General, respectively.
14

15 **Section 2-415 Collective Bargaining Restriction.**

16 Any recommendation for discipline or any action taken against any employee pursuant to this
17 Ordinance by the Ethics Commission is subject to the provisions of any collective bargaining agreement
18 or merit commission action that apply to the employee on the effective date of this Ordinance. Collective
19 bargaining agreements that are executed after the effective date of this Ordinance shall include a
20 provision which incorporates the substantive terms of this Ordinance as part of such agreement.
21

22 **Section 2-416 Employee Ethics.**

23 All employees shall conduct themselves in a way that complies with the DuPage County
24 Personnel Policy as adopted and amended from time to time as if it were reproduced in this Ordinance in
25 its entirety, or the written personnel policies of a County-appointed agency which has adopted this
26 Ordinance.
27

28 **Section 2-417 Contractor Disclosure.**

29 Prior to award, every contractor, union, or vendor who is seeking or who has obtained contracts
30 or change orders to contracts or two or more individual contracts with a public entity subject to this
31 Ordinance which exceed the threshold amount set forth in this Section shall disclose to the public entity
32 all political campaign contributions made within the last 12 months to any current elected official that
33 will in any way participate in, or whose office will benefit from, the awarding of such contract or change
34 order. Such disclosure shall be in writing, made to the principal purchasing officer or purchasing
35 department of the public entity, and updated annually during the term of a multi-year contract and prior
36 to any change order or renewal which exceeds the threshold amount. For the purposes of this Section,
37 “threshold amount” means an amount at or in excess of \$5,000 less than an amount set by the statute
38 applicable to the public entity that would otherwise require procurement through a competitive bidding
39 process. In the event that no statute imposes a competitive bidding requirement upon the public entity,
40 the threshold amount shall be \$5,000 less than the amount set forth in Section 5-1022(a) of the Counties
41 Code at the time of the procurement. The requirements of this Section apply to all procurements in
42 excess of the threshold amount including those in which the public entity employed a procurement
43 process other than competitive bidding to award the contract for such goods or services.
44

45 **Section 2-418 Financial Interest Disclosure.**

1 All elected officials subject to this Ordinance shall disclose their financial interests and holdings
2 in any business seeking a relationship with DuPage County where the elected official has an ownership
3 interest of 7 ½% or greater. These disclosures shall be in compliance with the Public Officer Prohibited
4 Activities Act, 50 ILCS 105/.01 et seq. and shall include (i) publicly disclosing the nature and extent of
5 interest prior to or during deliberations concerning the proposed award of the contract and (ii)
6 withdrawing from discussion and shall not vote on the award of the contract.
7

8 **Section 2-419 Conflict of Interest.**

9 1. Neither the Chairman, County Board Member, county-wide elected official who adopts
10 this Ordinance nor an officer of a County-appointed agency who adopts this Ordinance, nor any of their
11 employees, while representing or employed by their agency or unit of local government, shall engage in
12 any act that is in conflict with the performance of his or her official duties. A conflict of interest exists
13 whenever official action could result in a personal advantage or disadvantage to the interested employee,
14 Member of the County Board, or Chairman, or county-wide elected official or officer of a County-
15 appointed agency, as the case may be, including, but not limited to the following:

- 16 (a) receives or has any financial interests in any purchase, sale or lease to or by the County
17 where that purchase, sale or lease was obtained with prior knowledge that the County
18 intended to take such action;
- 19 (b) represents, or whose firm represents, any person who would receive direct financial
20 benefit as a result of the official action under consideration;
- 21 (c) accepts or seeks any employment, travel, compensation or gift from any person doing
22 business or seeking to do business with the County for which the employee has
23 responsibility;
- 24 (d) receives or accepts a gift, compensation, or travel that was given for the purpose of
25 obtaining special consideration or to influence County action where a reasonable and
26 prudent person would believe that the purpose was to obtain special consideration or to
27 influence County action;
- 28 (e) violates any provision of the Public Officer Prohibited Activities Act. (50 ILCS 105/0.1,
29 et seq.)
30

31 2. The Chairman, County Board Member, county-wide elected official or officer of a
32 County-appointed agency or any employee thereof who has a conflict situation should abstain from
33 discussion and shall not vote on any contract with the person or business involved in the conflict. If the
34 conflict situation is an action that is prohibited by the Public Officer Prohibited Activates Act, a member
35 cannot avoid the conflict by abstaining from discussion or vote on the contract.
36

37 3. Any employee who becomes aware that he or she may have a conflict of interest that
38 arises in the course of his or her official duties shall notify, in writing, his or her Ultimate Jurisdictional
39 Authority or the Ethics Officer of such conflict. The disposition of the potential conflict shall be stated in
40 writing and maintained by his or her Ultimate Jurisdictional Authority or the Ethics Officer, as the case
41 may be. A County Board Member, Chairman of the County Board, county-wide elected official or
42 officer of a County-appointed agency shall not participate in deliberations where they have a conflict of
43 interest as defined under this Ordinance and must not participate in the decision making in any manner.
44

45 4. Notwithstanding any other law or ordinance, on and after February 1, 2004, a person, his

1 or her family members living with that person is ineligible to serve on a board, commission, authority, or
2 task force authorized or created by the DuPage County Board (i) if that person is entitled to receive more
3 than 7 ½% of the total distributable income under a DuPage County contract other than an employment
4 contract or (ii) that person together with his or her family member living with that person are entitled to
5 receive more than 15% in the aggregate of the total distributable income under a DuPage County
6 contract other than an employment contract; except this provision does not apply to any of the following:

- 7
- 8 (a) a person, his or her family member living with that person, who is serving in an elective
9 public office, whether elected or appointed to fill a vacancy; and
- 10 (b) a person, his or her family member living with that person, who is serving on a DuPage
11 advisory body that makes non-binding recommendations to an agency of DuPage County
12 but does not make binding recommendations or determinations or take any other
13 substantive action.
- 14

15 **Section 2-420 Future Employment.**

16 Neither the Chairman, County Board Member, county-wide elected official who adopts this
17 Ordinance or officer of a County-appointed agency that adopts this Ordinance, nor any of their
18 respective employees may accept or discuss an offer of future employment with any person or entity
19 doing or seeking to do business with the County if either:

20

- 21 1. The Chairman, County Board Member, county-wide elected official or officer of a
22 County-appointed agency or employee knows or has reason to believe that the offer of employment was
23 intended as compensation or reward or to influence official action pertaining to the business;

- 24
- 25 2. The employee has decision making responsibility for a matter and that person or entity is
26 offering employment to the decision maker; the exception will be if the employee has disclosed in
27 writing to his or her Ultimate Jurisdictional Authority that the employee intends to discuss future
28 employment with this person or business. In this case, the employee shall be removed from any
29 decision-making relative to this person or business. A decision maker shall have approval authority, or
30 input on approval or selection, and shall not include those employees who fill a review or compliance
31 function in the approval/selection process.

- 32
- 33 3. In the situation where the Chairman, County Board Member, county-wide elected official
34 or officer of a County-appointed agency or employee, is offered future employment by a person doing
35 business with DuPage County, the Chairman, Countywide elected official, County Board Member or
36 officer of a County-appointed agency or employee must disclose to the Ethics Officer, in writing, the
37 intention of discussing future employment. The Chairman, County Board Member, county-wide official,
38 or officer of a County-appointed agency or employee shall withdraw from discussion and shall not vote
39 on any contract with this business or person.

40

41 **Section 2-421 Former Employment Relationships.**

42 No employee, within one year of entering county employment, may participate in the decision
43 making or awarding of a contract to a business or a person by whom they were formerly employed unless
44 the employee, in writing, has disclosed the prior employment relationship to his or her superior before
45 participating in any decision making regarding the former employer.

1
2 Prohibited Employment. No officer or employee of the County or of a County-appointed agency
3 that has adopted this Ordinance shall be employed in any other business, position or occupation
4 (including self-employment) or have an ownership interest in any company that interferes with his/her
5 official position or the full and proper performance of his/her duties, including, but not limited to:

- 6
7 (a) Employment with any vendor, individual or entity that transacts any business with the
8 County.
9 (b) Any employment that interferes with or compromises the employee(s) position with
10 the County to further their own personal interests.
11 (c) Any employment that may be interpreted by the public to be in conflict with the
12 employee's position with the County or County-appointed agency.
13 (d) Any employment that conflicts with the County's purpose, duties and interests or
14 those of the applicable or County-appointed agency.
15 (e) Any ownership interest in any company or entity which transacts or engages in any
16 business with the County or the County-appointed agency.
17

18 **Section 2-422 Use of Proprietary or Confidential Information.**

19 1. No employee, Ethics Officer, Investigator General, Ethics Commissioner, County Board
20 Member, Chairman or Ultimate Jurisdictional Authority, or officer or employee of a County-appointed
21 agency that has adopted this Ordinance, may intentionally disclose or use for his or her personal benefit
22 or for the benefit of his or her family members any information acquired in the course of official duties,
23 which is not available as a matter of public knowledge or public record. Violations of this Section shall
24 constitute grounds for disciplinary action consistent with the enforcement provisions of this Ordinance.
25

26 2. The identity of any individual providing information or reporting any possible or alleged
27 misconduct to the Ethics Commission or Investigator General shall be kept confidential and may not be
28 disclosed without the consent of that individual, unless the individual consents to disclosure of his or her
29 name or disclosure of the individual's identity is otherwise required by law. The confidentiality granted
30 by this section does not preclude the disclosure of the identity of a person in any capacity other than as
31 the source of an allegation. Ethics Commissioners, Inspectors General, persons appearing before the
32 Commission and their representatives shall not disclose information exempted from disclosure under the
33 Freedom of Information Act or this Ordinance.
34

35 3. No elected or appointed official, employee, or Ultimate Jurisdictional Authority subject to
36 this Ordinance may intentionally disclose any information discussed during a meeting lawfully closed
37 pursuant to the Illinois Open Meetings Act.
38

39 **Section 2-423 Severability.**

40 1. It is hereby declared to be the intention of the County Board and of the corporate
41 authorities of a County-appointed agency which adopts this Ordinance that the several provisions of this
42 Ordinance are separable.
43

44 2. If any court of competent jurisdiction shall adjudge any provision, or part thereof, of this
45 Ordinance to be invalid, such judgment shall not affect any other provision, or part thereof, of this

1 Ordinance which are not declared to be invalid in said judgment.
2

3 3. If any court of competent jurisdiction shall adjudge invalid the application of any
4 provision, or part thereof, of this Ordinance to a particular person, such judgment shall not affect the
5 application of said provision, or part thereof, to any other person not specifically included in said
6 judgment.
7

8 **Section 2-424 Penalties and Fines.**

9 1. Any individual who knowingly violates Section 2-402 of this Ordinance may be subject
10 to a fine of up to \$5,000.
11

12 2. After reference to the DuPage County States Attorney for prosecution, any individual
13 who is found to have knowingly violated Section 2-402 of this Ordinance shall be subject to criminal
14 penalties and fines.
15

16 3. Any person who intentionally makes a false report alleging a violation of any provision of
17 this Ordinance to the Ethics Commission, an Inspector General, the State's Attorney or Attorney General
18 or any of their assistants or investigators or any person appointed to act in their stead, or Ultimate
19 Jurisdictional Authority shall be subject to criminal penalties and fines upon prosecution.
20

21 4. The Ethics Commission may levy an administrative fine of up to \$5,000 against any
22 person who violates this Ordinance, who intentionally obstructs or interferes with an investigation
23 conducted under this Ordinance, or who intentionally makes a false, frivolous, or bad faith allegation.
24

25 **Section 2-425 Exemptions.**

26 1. Documents generated by the Investigator General under this Ordinance are exempt as
27 allowed by law from the provisions of the Freedom of Information Act.
28

29 (a) Any allegations and related pleadings submitted to the Ethics Commission are exempt
30 from the Freedom of Information Act so long as the Ethics Commission does not make a
31 finding of a violation of this Ordinance.

32 (b) If the Ethics Commission finds that a violation has occurred, the entire record of
33 proceedings before the Commission, the decision and recommendations and the
34 mandatory report are not exempt from the provisions of the Freedom of Information Act
35 but information contained therein that is otherwise exempt from the Freedom of
36 Information Act must be redacted before disclosure as provided in Section 8 of the
37 Freedom of Information Act.
38

39 2. Meetings of the Ethics Commission under this Ordinance are exempt from disclosure
40 pursuant to the provisions of the Open Meetings Act.
41

42 **Section 2-426 Review.**

43 The decision of the Ethics Commission to dismiss a complaint is not subject to Administrative
44 Review under the Illinois Code of Civil Procedure. The imposition by the Ethics Commission of any
45 penalty, fine or sanction is a final decision and subject to Administrative Review pursuant to the Illinois

1 Code of Civil Procedure.

2

3 **Section 2-427 Effective Date.**

4 Ordinance OFI-003-04 shall take effect September 14, 2004.


5 Ordinance OFI-003A-04 amended October 25, 2005

6 Ordinance OFI-003B-04 amended January 12, 2010

7 Ordinance OFI-003C-04 amended June 26, 2012

DATE: August 9, 2012

REQUEST FOR BOARD ACTION

| | | | |
|---|--|-------------------------------|---|
| AGENDA SECTION | Omnibus Vote Requiring Super-Majority or Special Majority Vote | ORIGINATING DEPARTMENT | General Manager's Office |
| ITEM | A Resolution Further Amending Resolution No. R-43-07 to Specify Authorized Credit Card Users and Limits Per the Adoption of the Newly Amended By-Laws which contain a New Credit Card Policy Resolution No. R-34-12 | APPROVAL |  |
| Account Number: N/A | | | |
| <p>In an effort to further strengthen the Commission's internal controls and policies, the Commission has amended the Commission By-Laws and incorporated a new credit card policy. Resolution No. R-34-12 amends previous Resolutions regarding credit card policies to correspond with the adoption of this new credit card policy and establishes new credit limits.</p> <p>Resolution No. R-34-12 authorizes the General Manager, and the Manager of Operations only to incur charges against the Commission's <i>Platinum Plus® for Business MasterCard®</i> Credit Card Account for legitimate Commission purposes in which this procurement process is more efficient and expeditious. Resolution No. R-34-12 also places a maximum limit on a singular purchase of \$1,500 and the credit limit at \$10,000 per card.</p> | | | |
| MOTION: To approve Resolution No. R-34-12. | | | |

DUPAGE WATER COMMISSION

RESOLUTION NO. R-34-12

A RESOLUTION ESTABLISHING A CREDIT CARD POLICY AND DESIGNATING CERTAIN AUTHORIZED CREDIT CARD USERS AND CREDIT LIMITS

WHEREAS, the DuPage Water Commission has, by resolution, heretofore established policies regarding the use of credit cards by Commission employees and officials; and

WHEREAS, the Commission's Credit Card Policy has been reflected in previously adopted Resolutions including, but not by way of limitation, Resolutions Numbered R-43-07; R-40-05 and No. R-53-04 (the "Prior Resolutions") ; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has found and determined that it is in the best interests of the Commission to limit the number of authorized card users for administrative ease and convenience; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has also found and determined, for administrative ease and convenience, that it is in the best interests of the Commission to limit the maximum allowed for a singular purchase at \$1,500 and maintain a credit limit of \$10,000 per card; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has also found and determined that the Financial Administrator shall be the Credit Card Administrator. In addition, any exceptions to the limitations would need to be approved by both the General Manager and Credit Card Administrator prior to purchase;

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 in this Resolution and are further incorporated in the DuPage Water Commission Credit Card Policy as if fully set forth.

SECTION TWO: From and after the effective date of this Resolution, the Credit Card Policy of the DuPage Water Commission shall be that policy as stated and set forth in the attached DuPage Water Commission Credit Card Policy (or the title you are using on the consolidated document), a copy of which is attached hereto and incorporated herein as Exhibit "A".

SECTION THREE: From and after the effective date of this Resolution, all Prior Resolutions shall be null, void and of no further force and effect.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2012.

Chairman

ATTEST:

Clerk

Resolution No. R-34-12

Exhibit A



DuPage Water Commission

DuPage Water Commission Credit Card Policy

Purpose:

To set forth guidelines regarding the application, use, and termination of credit cards issued to Commission employees.

Overview:

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. After reading this policy, all employees who currently have obtained a credit card or approved to receive a card must sign the addendum to this document and return it to the Credit Card Administrator.

Effective immediately, the recipients of this document are mandated to abide by the following credit card policy and procedures.

Use:

Commission credit cards are to be used for the purchase of goods and services for official business of the Water Commission. Commission credit cards cannot be used for personal use, provide for cash advances or cash back from purchases, items under contract or items that should be bid. The General Manager may restrict card credit use by only allowing certain Merchant Category Codes.

The credit card that a cardholder receives shall only be used by the cardholder. No other person is authorized to use the card. The cardholder may make transactions on behalf of others in the Commission. However, the cardholder is responsible for all purchases charged to their card.

The Commission will establish reasonable credit limits for a single transaction or purchase and/or for the total limit on each card.

The total value of a transaction shall not exceed the cardholder's single purchase limit set by the Commission. Payment for a purchase shall not be split into multiple transactions to stay within the single purchase limit.

Purchases via phone, fax or internet must follow the same guidelines and limits. Internet purchases should be made on only secure sites with proper encryption transmission tools.

Accountability:

Employees approved by the Board to be issued a Commission credit card must be issued a copy of this procedure and shall be required to sign the Credit Card Policy Acknowledgement Form to indicate that they understand the procedure and the responsibilities of the cardholder.

Upon completion of the Credit Card Policy Acknowledgement form, employees approved to receive a credit card will be issued the card in the individual's name with an expiration date of 12 months from approval of the card. The card must be signed immediately upon receipt. It is the responsibility of the employee that all purchases meet the requirements of this policy and proper documentation of receipt of the goods or services is maintained. The balance of the card must be paid in full each month. Violations of the policy may result in disciplinary actions up to and including termination of employment.

Expenditure approval will be performed by the Credit Card Administrator and General Manager. They will review the purchase and approve the purchase as long as it meets all requirements. Expense submittals should be made within 15 days of receipt of the cardholder statement.

Employees with a Commission credit card must maintain the card in a secure location and protect it from misuse by unauthorized parties. It is the cardholder's responsibility to follow up on any erroneous charges or adjustments to ensure proper credit is given on subsequent statements.

If the credit is lost or stolen, Credit Card Administrator and General Manager must be notified immediately.

Upon expiration, the expired credit card must be returned to the Credit Card Administrator for proper inventory and disposal. Upon separation from the Commission, the credit card must be returned to the Credit Card Administrator. Employees must immediately surrender the card upon termination of employment. The Commission reserves the right to withhold final payroll checks and payouts until the card is surrendered.

Credit Card Administrator

It shall be the responsibility of the Credit Card Administrator to maintain an inventory of the cards issued and to whom. Provide employees with any

changes to the policies and procedures surrounding the credit card program. Provide notification to the credit card company of lost or stolen cards. Replace cards as required.

In addition, the Administrator should review the usage on the cards to determine the applicability of each card and whether or not the card should be canceled, as well as monitor the expenditures and balances to ensure they are within the Commission's limits.

Maintain the required documentation that the employees have read and agree to this policy.

Upon notification, ensure accounts have been terminated timely for cardholders who have left the Commission.

Any questions on procedures for corporate credit cards should be directed to the Credit Card Administrator.

DuPage Water Commission Credit Card Policy Acknowledgement


I have read and understood the attached Commission Credit Card Policy (the Policy) and agree to abide by the responsibilities as set forth in this document. I understand that any violations to this policy will result in remediation actions as listed in this Policy, up to and including termination of employment.

EMPLOYEE/CARDHOLDER NAME: _____

SIGNATURE: _____

DATE: _____

REQUEST FOR BOARD ACTION

| | |
|--|---|
| AGENDA SECTION Committee of the Whole | ORIGINATING DEPARTMENT General Managers Office |
| ITEM A Resolution Authorizing the Execution of an Intergovernmental Agreement with the County of DuPage – Ethics Resolution No. R-35-12 | APPROVAL  |
| <p>With the adoption of the new amended and restated By-Laws, the Commission will be adopting DuPage County's Ethics Ordinance. This Ordinance makes provisions for an Ethics Officer, Ethics Commission and an Investigator General. The Intergovernmental Agreement with the County of DuPage sets the terms of this agreement for the services that the Commission would receive from the Ethics Officer, Ethics Commission and Investigator General.</p> | |
| MOTION: To approved Resolution No. R-35-12. | |

DUPAGE WATER COMMISSION

RESOLUTION NO. R-35-12

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT WITH THE COUNTY OF DUPAGE – ETHICS**

WHEREAS, the Board of Commissioners of the DuPage Water Commission has amended its By-Laws to adopt and incorporate by reference the Code of DuPage County, Chapter 2. Administration. Article VII – Ethics Ordinance (the “Ethics Ordinance”); and

WHEREAS, the adopted and incorporated Ethics Ordinance makes provision for an Ethics Officer, an Ethics Commission and an Investigator General; and

WHEREAS, Section 2-414.1 of the County’s Ethics Ordinance provides that the Commission, having adopted the County’s Ethics Ordinance, may enter into an intergovernmental agreement with the County to provide that the Commission may utilize the County’s Ethics Officer, its Ethics Commission and its Investigator General, all upon the terms and conditions contained in the form of intergovernmental agreement attached hereto and incorporated herein as Exhibit “A” (the “Intergovernmental Agreement”); and

WHEREAS, the Commission believes that it is in the best interests of the DuPage Water Commission to secure the services of the County’s Ethics Officer, its Ethics Commission and its Investigator General in the manner and in accordance with the terms of the Intergovernmental Agreement incorporated herein as Exhibit “A”;

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 if fully set forth.

SECTION TWO: The Commission’s General Manager is hereby authorized and directed to immediately execute on behalf of the Commission the Intergovernmental Agreement in the form incorporated herein as Exhibit “A” and to forward same together with the Commission’s amended By-Laws incorporating the County’s Ethics Ordinance within 20 days of the execution of the Intergovernmental Agreement to the County’s Ethics Officer, its Ethics Commission and its Investigator General in compliance with the requirements of Section 2-414.1 of the County’s Ethics Ordinance.

SECTION THREE: The Commission's General Manager is further directed to send a courtesy copy of the transmittal of the Commission's Amended By-Laws and executed Intergovernmental Agreement to the Office of the County Board Chairman.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of September, 2012.

Chairman

Attest:

Clerk

EXHIBIT A

**Intergovernmental Agreement
Shared Ethics Officers**

This INTERGOVERNMENTAL AGREEMENT (Agreement) is entered into by and between the County of DuPage (County), Illinois, a body corporate and politic and _____, a unit of local government, (collectively "the Parties").

Recitals

WHEREAS, the Illinois Constitution and Illinois law provide that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State except as prohibited by law; and

WHEREAS, the State Officials and Employees Ethics Act (Act) requires governmental entities to adopt an ordinance or resolution that regulates, in a manner no less restrictive than the provisions of the Act, (i) the political activities of officers and employees of the governmental entity and (ii) the soliciting and accepting of gifts by and the offering and making of gifts to officers and employees of the governmental entity; and

WHEREAS, in compliance with the Act, the County has adopted the Ethics Ordinance of DuPage County;

WHEREAS, in compliance with the Act, the _____ has adopted [the Ethics Ordinance of DuPage County by reference in its entirety] [an ethics ordinance substantially similar to the DuPage County Ethics Ordinance, a certified copy of which is attached to and incorporated into this document Agreement as Exhibit A];

WHEREAS, in order to promote uniformity, efficiency, and consistency in the application of ethical standards throughout DuPage County, the Parties desire to utilize a common Ethics Officer, Ethics Commission, and Investigator General to enforce their respective Ethics Ordinance; and

WHEREAS, the use of a common Ethics Officer, Ethics Commission, and Investigator General will result in a conservation of public resources and enhanced transparency; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto hereby agree as follows:

Part 1 - Incorporation of the Recitals

Section 1.1 - Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

Part 2 - Common Ethics Officer

Section 2.1 - Generally. The Ethics Officer of DuPage County appointed pursuant to the DuPage County Ethics Ordinance shall serve as the as the Ethics Officer of _____. In this capacity, he or she shall have all of the powers and duties conferred by the ethics ordinance of _____ on its Ethics Officer.

Section 2.2 – Reimbursement for Services and Expenses. The _____ shall reimburse the County for all expenses incurred through the use of its Ethics Officer pursuant to this agreement. The County shall provide the _____ with a detailed, itemized invoice for all services rendered by the Ethics Officer to the _____. _____ shall pay such invoice in accordance with the provisions of the Local Government Prompt Payment Act.

Section 2.3 – Rate of Compensation for Services. An hourly rate of \$185.00 an hour, billed at 1/6th hour increments, shall be the rate of compensation for the services of the Ethics Officer.

Section 2.4 – Expenses incurred by the Ethics Officer or the County. The _____ shall reimburse the County for all expenses incurred by the County or by the Ethics Officer.

Part 3 – Common Ethics Commission

Section 3.1 – Generally. The Ethics Commission of DuPage County appointed pursuant to the DuPage County Ethics Ordinance shall serve as the as the Ethics Commission of _____. In this capacity, the Commission and its members shall have all of the powers and duties conferred by the ethics ordinance of _____ on its Ethics Commission.

Part 4 – Common Investigator(s) General

Section 4.1 – Generally. The Investigator(s) General of DuPage County appointed pursuant to the DuPage County Ethics Ordinance shall serve as the as the Investigator(s) General of _____. In this capacity, the Investigator(s) General shall have all of the powers and duties conferred by the ethics ordinance of _____ on its Investigator General.

Section 4.2 – Reimbursement for Services and Expenses. The _____ shall reimburse the County for all expenses incurred through the use of its Investigaor General pursuant to this agreement. The County shall provide the _____ with a detailed, itemized invoice for all services rendered by the Investigator(s) General to the _____. _____ shall pay such invoice in accordance with the provisions of the Local Government Prompt Payment Act.

Section 4.3 – Rate of Compensation for Services. An hourly rate of \$185.00 an hour, billed at 1/6th hour increments, shall be the rate of compensation for the services of the Investigator(s) General.

Section 4.4 – Expenses incurred by the Investigator(s) General or the County. The _____ shall reimburse the County for all expenses incurred by the County or by the Investigator(s) General.

Part 5 – Additional Terms

Section 5.1 – Indemnification. The _____ hereby releases and agrees that it shall indemnify and hold harmless the County and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement to the extent authorized by law.

Section 5.2 - Covenant Not to Sue. The _____ hereby covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the County, its board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement to the extent authorized by law.

Section 5.3 - No Joint Venture. This Agreement shall not be construed in such a way that either party is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The Parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

Section 5.4 - Entire Agreement. This Agreement constitutes the entire agreement of Parties with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Parties with respect to the subject matter hereof.

Section 5.5- Verification of Expenses. The _____ shall retain the right to verify all costs associated with services and expenses billed pursuant to Part 2 and Part 4 of this Agreement. This shall include the right to request a current total of outstanding charges that have been provided to the County Billing Department which have not yet been submitted to the _____ for reimbursement. In no case does this verification process allow the agency to refuse to pay an invoice in accordance with the provisions of the Local Government Prompt Payment Act.

Section 5.6- Rights Reserved. Nothing in this Agreement shall prevent the _____ from taking action against any of its officers or employees (to include termination of employment) or from referring any matter to the State's Attorney's Office for investigation or prosecution.

Part 6 - Term

Section 6.1. - Term of Agreement. This Agreement shall become effective upon ratification by the Parties' respective corporate authority. The Agreement shall remain in effect until December 1, 2012 and shall remain in effect until or unless terminated in accordance with Section 6.2.

Section 6.2 - Termination of Agreement. Either Party may cancel this Agreement at any time upon thirty (30) day's written notice of such, authorized by the governing board of the cancelling Party, directed to the Chairman or Chairperson of the other Party. However, any cancellation of this Agreement shall not be effective as to any investigation by the County Investigator General or proceeding before the County Ethics Commission pending at the time the cancellation is effective and such investigation or proceeding shall remain with the County Investigator General or the County Ethics Commission until concluded by them.

WHEREFORE, the Parties have signed and executed this Agreement as of the date written below in the County of DuPage, State of Illinois.

COUNTY OF DUPAGE: _____:

Daniel J. Cronin
DuPage County Board Chairman

Attest: _____
DuPage County Clerk

Attest: _____

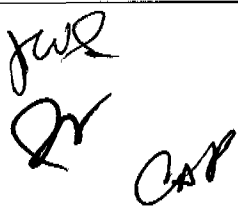
Date: _____

Date: _____

[Attachment List: Exhibit A - _____ Ethics Ordinance]

DATE: September 6, 2012

REQUEST FOR BOARD ACTION

| | | | |
|---|--|-------------------------------|---|
| AGENDA SECTION | Omnibus Vote Requiring Super-Majority or Special Majority Vote | ORIGINATING DEPARTMENT | Instrumentation/ Remote Facilities |
| ITEM | A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-6/12) Resolution No. R-30-12 | APPROVAL |  |
| Account Number: 01-60-6560 and 01-60-6633 | | | |
| <p>The Commission entered into agreements dated December 6, 2010, with McWilliams Electric Co., Inc., and Meade Electric Company, Inc. for quick response electrical work as needed at the pump station and remote facilities through the issuance of Work Authorization Orders (Contract QRE-5/10). Contract QRE-5/10 expires December 31, 2012, and 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. Resolution No. R-30-12 would authorize the advertisement for bids on Contract QRE-6/12 for quick response electrical work through December 31, 2014, and would establish all requirements necessary for the bidding, for the awarding of the contract(s), and for the approval of the contractor's/contractors' bonds, all as required by state statute.</p> | | | |
| MOTION: To approve Resolution No. R-30-12. | | | |

DUPAGE WATER COMMISSION

RESOLUTION NO. R-30-12

A RESOLUTION DIRECTING ADVERTISEMENT
FOR BIDS ON A CONTRACT FOR
QUICK RESPONSE ELECTRICAL WORK
(Contract QRE-6/12)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Quick Response Electrical Contract — QRE-6/12" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

SECTION FOUR: Awarding of Contracts. The Commission will award one or more Contracts to a bidder or bidders whose proposal is found to be in the best interests of the Commission. The bidder(s) who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws and the General Instructions to Bidders substantially in the form attached hereto as Exhibit B.

Resolution No. R-30-12

SECTION FIVE: Approval of Bonds. The approval of contractors' faithful performance bonds shall be subject to the requirements set forth under the subheading "Bonds" in the Invitation for Bids attached hereto as Exhibit A.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2012.

Chairman

ATTEST:

Clerk

EXHIBIT A

DUPAGE WATER COMMISSION
CONTRACT QRE-6/12
QUICK RESPONSE ELECTRICAL CONTRACT

INVITATION FOR BIDS

1. **Bid Opening**

The DUPAGE WATER COMMISSION (the "Commission") will receive sealed proposals until 1:00 p.m., local time, October 22, 2012, at the office of the Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, for quick response electrical emergency work related to the Commission's Waterworks System, in accordance with the Specifications prepared by the Commission and any drawings from time to time prepared by the Commission during the term of the Contract, at which time or as soon thereafter as possible, all bids will be publicly opened and read aloud.

2. **Bid Security and Bonds**

(a) **Bid Security.** A Bid Bond, Cashier's Check or Certified Check drawn on a solvent bank and insured by the Federal Deposit Insurance Corporation and payable without condition to the Commission, for not less than Twenty Five Thousand Dollars (\$25,000.00), shall accompany each proposal. The Bid Bond shall be in a form satisfactory to the Commission from a surety company meeting the requirements set forth below with respect to Performance and Labor and Material Payment Bonds.

(b) **Bonds.** A Performance Bond and a Labor and Material Payment Bond from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide will be required upon award of the Contract to the successful bidder or successful bidders, each in the penal sum of Fifty Thousand Dollars (\$50,000.00).

3. **The Commission and Its Project**

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

4. **The Work**

A general description of the Work for which the Commission is inviting bids by this Invitation is as follows:

The work consists of furnishing all materials, tools, appliances, methods, labor, equipment, supplies, transportation, services and other items and facilities as needed to perform emergency electrical work related to the Commission's Waterworks System at any time from the date of execution of the Contract Agreement through December 31, 2014. Emergency electrical work includes, without limitation, electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as determined by the Commission in its sole and absolute discretion.

5. **Time of Commencement and Completion**

All Work required by a Work Authorization Order issued in accordance with the Contract Documents shall be commenced within the time set forth in such Work Authorization Order and diligently and continuously prosecuted to completion. The time of beginning, rate of progress and time of completion is of the essence.

6. **Contract Documents**

The Contract Documents, as may be modified by Addenda, consist of the following component parts, all of which are by this reference made a part hereof as though fully set forth herein:

- A. the Invitation for Bids;
- B. the General Instructions to Bidders;
- C. the Work Authorization Order(s), if any;
- D. the General Conditions of Contract;
- E. the Specifications, and the Contract Drawings, if any;
- F. the Bidder's Proposal, including the Work History Statement; and
- G. the Contract Agreement.

The Contract Documents may be examined at the office of the Commission. A copy of the Contract Documents may be purchased at the offices of the Commission upon payment of \$25.00 per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$10.00 per set to cover postage and handling.

7. **Pre-Bid Conference**

A pre-bid conference of all prospective Bidder's and/or their representatives shall be held at Owner's office listed above on October 9, 2012, at 10:00 a.m. All prospective Bidder's and/or their representatives are strongly encouraged to attend the pre-bid conference.

DATED this 24th day of September, 2012.

DUPAGE WATER COMMISSION

By: /s/ John Spatz
General Manager

EXHIBIT B

GENERAL INSTRUCTIONS TO BIDDERS

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1. Examination of Contract Documents

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

Special attention shall be given to the cost and feasibility of the procedures necessary for maintenance of a successful bidder's ability to meet minimum response times and uninterrupted operations; the need to interrupt operations for any reason; the availability and cost of labor; and the availability and cost of facilities for transportation, handling and storage of materials and equipment.

(b) Work Authorization Orders. The Commission may award a Contract to more than one bidder. The Commission shall not be obligated to issue any Work Authorization Orders under any Contract awarded. The Commission reserves the right to select which Contract, among any of the Contracts awarded, under which any such Work Authorization Order shall be issued. The Commission further reserves the right, in the exercise of its sole discretion, but shall not be obligated, to direct a successful bidder to use Commission supplied appurtenances or other materials in the performance of any Work ordered pursuant to a Work Authorization Order. Bidders

shall not, after submission of their proposal, dispute or complain nor assert that there was any misunderstanding in regard to the nature or the amount of Work to be done.

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

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

2. Interpretation of Contract Documents

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

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

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

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

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

3. **Prevailing Wages**

In accordance with “An Act Regulating Wages of Laborers, Mechanics, and Other Workers Employed in any Public Works by the State, County, City or any Public Body or any Political Subdivision or by any one Under Contract for Public Works,” 820 ILCS 130/1 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of the Commission’s “Ordinance Ascertaining the Prevailing Rate of Wages in DuPage County and Cook County,” in effect as of the date of the Invitation for Bids, is attached to the Contract Documents as an Appendix. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. **Taxes**

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

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

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

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

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

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

The bidder shall staple, or otherwise bind into the Contract Documents submitted, a copy of each Addendum issued for the Contract Documents during the

bidding period and include on the proposal a listing of such Addenda where required. Proposals that fail to comply with this Instruction may be rejected.

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

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

6. **Requirements for Signing Proposals**

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

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

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

7. **Bid Security**

(a) **Deficiencies.** Proposals may be rejected unless accompanied by a Bid Bond, Cashier's Check or Certified Check as set forth in the Invitation for Bids, as a guaranty that (i) if bidder is determined to be one of the "most favorable bidders" (see Section 13(b) below), bidder will submit all additional information requested by the Commission, and (ii) if the bid is accepted, bidder will timely execute the Contract Agreement. If a proposal with deficient bid security is not rejected, the Commission may demand correction of any deficiency and award a Contract to bidder upon satisfactory compliance with this Instruction.

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

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

8. **Surety and Insurance Commitments**

Proposals may be rejected unless accompanied by:

- (i) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute bonds in the form included with the Contract Documents upon award of the Contract to the bidder.
- (ii) A letter from the bidder's insurance representative certifying that said insurer has read the insurance requirements set forth in the Contract Documents and will issue the required policies at the time requested upon award of the Contract to the bidder.

If a proposal deficient in required surety and insurance commitments is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

9. Filing of Proposal

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

10. Withdrawal of Proposal

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

11. Public Opening of Proposals

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

12. Confidentiality

The Commission shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, nor permit any of its employees, agents or representatives to so disclose, any information, knowledge or data of bidder that the Commission receives or obtains during the bidding process relating to business, commercial or financial information or other confidential or proprietary matters of bidder, unless such disclosure will not cause competitive harm, or such confidential information was actually known to the Commission, its employees, agents or representatives prior to submission of any proposal, or was properly obtained or evolved independently therefrom, or bidder consents to such disclosure. Bidder shall identify any information

submitted in the bidding process that is considered by it to be confidential or proprietary. Notwithstanding the foregoing, bidder, by its submission of a proposal, acknowledges that the Commission is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by the Commission pursuant to such Act shall be deemed to violate this paragraph.

13. Qualification of Bidders

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

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

For purposes of making such a preliminary determination and no other purpose, the dollar amount of the bids shall be calculated based upon the applicable rates and fees set forth in each Bidder’s Proposal for theoretical projects based on the actual annual average of the last four years of QRE work, and does not predict the amount of work for the future. The non-emergency project costing \$34,000 before markup and an emergency project costing \$540 before markup, and insurance and bond costs for one year, and shall be deemed to be the sum of W, X, and Z, where:

“W” equals NEA + NEB + NEC

| <u>NON-EMERGENCY WORK</u> | <u>4YR AVRG T & M COST</u> | | <u>BID MARKUP</u> | | <u>AMOUNT</u> |
|---|------------------------------------|----------|-----------------------|----------|---------------|
| LABOR | 14,250.00 | A | _____ % | NEA | _____ |
| NON-DWC SUPPLIED MATL, EQUIP & SUPPLIES | 15,150.00 | B | _____ % | NEB | _____ |
| OWNED & RENTED EQUIPMENT | 4,600.00 | C | _____ % | NEC | _____ |
| Total NEA + NEB + NEC | | | | W | ===== |

"X" equals ET + ED

EMERGENCY WORK

| | <u>4YR AVRG T & M COST</u> | <u>BID MARKUP</u> | <u>AMOUNT</u> |
|---|------------------------------------|-----------------------|---------------|
| LABOR | 400.00 | A _____ % | EA _____ |
| NON-DWC SUPPLIED MATL, EQUIP & SUPPLIES | 80.00 | B _____ % | EB _____ |
| OWNED & RENTED EQUIPMENT | 60.00 | C _____ % | EC _____ |
| Total EA + EB + EC | | | ET _____ |
| Multiply ET by D | | D _____ % | ED _____ |
| Total | | | X _____ |

and "Z" equals F

INSURANCE AND BONDS

| | <u>YEARLY UNITS</u> | <u>BID RATE</u> | |
|-------------------------------------|-------------------------|---------------------|---------|
| INSURANCE AND BONDS FOR SINGLE YEAR | 1 | F _____ | Z _____ |
| TOTAL | W + X + Z | _____ | |

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

14. **Disqualification of Bidders**

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

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

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

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

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

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

15. **Award of Contract**

(a) **Reservation of Rights.** The Commission reserves the right to accept any proposal that is, in its judgment, the best bid(s) and most favorable to the interests of the Commission and to the public; to reject the low bid; to accept more than one bid; to reject any and all bids; to accept and incorporate corrections, clarifications or modifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to any bidder;

and to waive irregularities and informalities in any proposal submitted or in the bidding process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities and bidders should not rely upon, or anticipate, such waivers in submitting their proposals. Proposals received after the specified time of opening will be returned unopened.

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

(c) Time of Award. It is expected that the award of the Contract, if it be awarded, will be made within sixty (60) calendar days following the opening of bids. Should administrative difficulties be encountered after bid opening, including the annulment of any award, that may delay an award or subsequent award beyond the sixty (60) day period, the Commission may accept any bid for which the bid acceptance date has been extended as provided in Section 10 of these Instructions in order to avoid the need for readvertisement. No bidder shall be under any obligation to extend the period. Failure of one or more of the bidders or their sureties to extend the period shall not prejudice the right of the Commission to accept any bid for which the period has been extended.

16. Effective Date of Award

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

17. Penalty for Collusion

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

18. Closing

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

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

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

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

19. **Failure to Close**

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

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

20. **Time of Starting and Completion**

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

(b) Completion. Work shall be diligently and continuously prosecuted to completion. With respect to Work Authorization Orders with a minimum response time of three (3) hours or less, the Work ordered shall be deemed to be "Priority Emergency

Work” requiring Work to be prosecuted twenty-four hours per day until completion and entitling the successful bidder to the additional compensation set forth in Paragraph D, entitled “For Priority Emergency Work,” of the Bidder’s Proposal.

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

21. **Non-Discrimination**

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

REQUEST FOR BOARD ACTION

| | | | |
|-----------------------|--|-------------------------------|--|
| AGENDA SECTION | Omnibus Vote Requiring Super-Majority or Special Majority Vote Majority Vote | ORIGINATING DEPARTMENT | Instrumentation / Remote Facilities Department |
|-----------------------|--|-------------------------------|--|

| | | | |
|-------------|---|--|--|
| ITEM | A Resolution Approving and Authorizing the Execution of a New Master Agreement for communication services with AT&T Resolution No. R-31-12 | APPROVAL <i>Just</i> <i>CPD</i> <i>JV</i> | |
|-------------|---|--|--|

Account Number: 01-60-7704.01

The terms of the Commission's current agreement with the Toll Highway Authority to utilize their fiber optic communication system will expire on December 1, 2012. The Commission has been investigating several options to replace this segment of its communication system. The best option at this time is to enter into an agreement with AT&T for leased communication lines that are monitored and maintained by AT&T which have a reliability rating of 99.999% uptime.

Staff would like to obtain authority to execute a new Master Communication Service Agreement and Pricing Schedule with AT&T in order to provide the General Manager with discretionary authority to lock in pricing and length of service with AT&T.

Resolution No. R-31-12 would suspend the purchasing procedures of the Commission's By-Laws and authorize the execution of a new Master Communication Service Agreement and Pricing Schedule with AT&T.

MOTION: To adopt Resolution No. R-31-12.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-31-12

A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A MASTER COMMUNICATION SERVICE AGREEMENT
AND PRICING SCHEDULE WITH AT&T

WHEREAS, the terms of the Commission's current agreement with the Toll Highway Authority to utilize their fiber optic communication system will expire on December 1, 2012; and

WHEREAS, the Commission has been investigating several options to replace this segment of its communication system; and

WHEREAS, the most favorable option at this time is to enter into an agreement with AT&T for leased communication lines that are monitored and maintained by AT&T which have a reliability rating of 99.999% uptime ; and

WHEREAS, it is in the best interests of the Commission to provide the General Manager with discretionary authority to lock in pricing and length of service with AT&T.;

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 Master Communication Service Agreement and Pricing Schedule between the DuPage Water Commission and AT&T, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as

Resolution No. R-31-12

Exhibit 1 with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Master Communication Service Agreement between the DuPage Water Commission and AT&T, in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager. Upon execution by the General Manager, the Master Communication Service Agreement between the DuPage Water Commission and AT&T, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FOUR: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the new Pricing Schedule to the new Master Communication Service Agreement between the DuPage Water Commission and AT&T, in substantially the form attached hereto as Exhibit 2 with such modifications as may be required or approved by the General Manager. Upon execution by the General Manager, the new Pricing Schedule to the Master Communication Service Agreement between the DuPage Water Commission and AT&T, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FIVE; This Resolution shall be in full force and effect from and after its adoption by a vote of majority s of the Commissioners present or the concurrence of a majority of the appointed Commissioners, whichever is greater, the Board of

Resolution No. R-31-12

Commissioners of the DuPage Water Commission hereby suspending the purchasing procedures contained in Article VIII of the Commission's By-Laws.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2012.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-31-12.docx

Exhibit 1



MASTER AGREEMENT

| | |
|--|---|
| Customer Dupage Water Commission Street Address: 600 E Butterfield Rd City: Elmhurst State/Province: IL Zip Code: 60126 Country: USA | AT&T AT&T Corp. |
| Customer Contact (for notices) Name: John W Schori Title: Instrumentation Supervisor Street Address: 600 E Butterfield Rd City: Elmhurst State/Province: IL Zip Code: 60126 Country: United States Telephone: 6308340100 Fax: 630-834-0120 Email: schori@dpwc.org | AT&T Contact (for notices) Street Address: 65 W WEBSTER ST City: JOLIET State/Province: IL Zip Code: 60432 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com |

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

| | |
|---|---|
| Customer (by its authorized representative) | AT&T (by its authorized representative) |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all services and equipment AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: Pricing Schedules; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

2.3 **Software.** Any software that AT&T furnishes to Customer will be governed by the written terms and conditions applicable to such software. Title to such software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they take precedence over this Agreement as to such software.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have

MASTER AGREEMENT

no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 – Additional Charges and Taxes or in Section 4.5 – Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the affected invoice, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges must be made within ten (10) business days, and AT&T will reverse any late payment fees that were invoiced in error.

4.6 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

4.7 **Adjustments to MARC.**

MASTER AGREEMENT

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.7 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and repair the Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy Laws.** Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding AT&T's processing the User, employee or agent information in connection with providing Service. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

MASTER AGREEMENT

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6.1 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS, (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.4 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all Damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all Damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a software license agreement governing software provided in connection with the Services.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

MASTER AGREEMENT

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, suspend (and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

MASTER AGREEMENT

- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.
- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.4 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.5 Assignment and Subcontracting.

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.6 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.7 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.8 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.9 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to

MASTER AGREEMENT

have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.10 **Governing Law.** This Agreement will be governed by the law of the State of Illinois, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law.

10.11 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.12 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.13 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.14 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.15 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.3 (Software), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Damages**" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means Customer's physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

Exhibit 2



AT&T MA Reference No. _____

CSM120831144053

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

| | |
|--|--|
| Customer | AT&T |
| Dupage Water Commission Street Address: 600 E Butterfield Rd City: Elmhurst State/Province: IL Zip Code: 60126 Country: USA | AT&T Corp. or enter the International Affiliate Name |
| Customer Contact (for notices) | AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary AT&T Contact |
| Name: John W Schori Title: Street Address: 600 E Butterfield Rd City: Elmhurst State/Province: IL Zip Code: 60126 Country: United States Telephone: 6308340100 Fax: Email: schori@dpwc.org Customer Account Number or Master Account Number: | Name: JAMES M BERINGER Street Address: 65 W WEBSTER ST City: JOLIET State/Province: IL Zip Code: 60432 Country: USA Telephone: 8154391464 Fax: 800-505-7654 Email: jb7471@us.att.com Sales/Branch Manager: Kevin Serra SCVP Name: Sales Strata: Small Business Market Sales Region: Central With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com |
| AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/> | |
| Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code | |

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

| | |
|---|---|
| Customer (by its authorized representative) | AT&T (by its authorized representative) |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

AT&T and Customer Confidential Information

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

CSM120831144053

1. SERVICES

| Service | |
|-------------------------------------|---|
| AT&T Managed Internet Service (MIS) | http://new.serviceguide.att.com/portals/sgportal.portal? nfpb=true& pageLabel=mis_page |
| AT&T Bandwidth Services | http://new.serviceguide.att.com/index.jsp?sg=bws |

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

| | |
|--|---|
| Pricing Schedule Term | 36 Months |
| Pricing Schedule Term Start Date | Effective Date of this Pricing Schedule |
| Effective Date of Rates and Discounts | Effective Date of this Pricing Schedule |

3. MINIMUM PAYMENT PERIOD

| Service Components | Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period | Minimum Payment Period per Service Component |
|------------------------|--|---|
| All Service Components | 50% | Longer of 12 months or until the end of the Pricing Schedule Term |

4. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES (US Mainland, and HI only)

Section I: AT&T Managed Internet Service Access Bandwidth -

Table 1: Tiered T-1, NxT-1, E-1 And Frame

| Access Method | Speed | MIS Monthly Service Fee List Price | MIS w/ Managed Router Monthly Service Fee List Price | Discount |
|---------------|-------------------------|------------------------------------|--|----------|
| N/A | 56/64 Kbps [†] | \$190 | \$260 | N/A |
| T-1 | 128 Kbps [†] | \$225 | \$295 | N/A |
| T-1 | 256 Kbps [†] | \$280 | \$350 | N/A |
| T-1 | 384 Kbps [†] | \$335 | \$405 | N/A |
| T-1 | 512 Kbps [†] | \$390 | \$460 | N/A |
| T-1 | 768 Kbps [†] | \$410 | \$480 | N/A |
| T-1 – Frame* | 1024 Kbps* | \$425 | \$495 | N/A |
| T-1 | T-1 | \$470 | \$540 | 47.0 % |
| E-1* | E-1 | \$470 | \$540 | N/A |
| 2xT-1 | 3 Mbps | \$850 | \$1,145 | 47.0 % |
| 3xT-1 | 4.5 Mbps | \$1,100 | \$1,395 | 47.0 % |
| 4xT-1 | 6 Mbps | \$1,250 | \$1,545 | 47.0 % |
| 5xT-1 | 7.5 Mbps | \$1,480 | \$2,360 | 47.0 % |
| 6xT-1 | 9 Mbps | \$1,715 | \$2,595 | 47.0 % |
| 7xT-1 | 10.5 Mbps | \$1,915 | \$2,795 | 47.0 % |
| 8xT-1 | 12 Mbps | \$2,190 | \$3,070 | 47.0 % |

* Not available with MPLS PNT

† Available only with MPLS PNT Feature

v.2.3.05

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

CSM120831144053

Table 2: Burstable T-1

Discount: : N/A

| Sustained Usage | Undiscounted MIS Monthly Service Fee | Undiscounted MIS w/Managed Router Monthly Service Fee |
|--------------------------|--------------------------------------|---|
| up to 128kbps | \$270 | \$340 |
| 128.01 - 256 Kbps | \$340 | \$410 |
| 256.01 - 384 Kbps | \$405 | \$475 |
| 384.01 - 512 Kbps | \$470 | \$540 |
| 512.01 Kbps - 1.544 Mbps | \$565 | \$635 |

v.2.3.05

Table 3: DNS Services

| Option | Monthly Service Fee |
|--|-------------------------|
| Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data) | \$100 per DNS increment |
| Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data) | \$100 per DNS increment |

v.07.01.04

Table 4: Multiple Access Redundancy Option (MARO) - Burstable T-1 with Shadow Billing Option

Discount: N/A

| Sustained Usage | MIS w/Managed Router Undiscounted Monthly Service Fee |
|---|---|
| Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing) | \$170 |
| up to 128kbps | \$340 |
| 128.01 - 256 Kbps | \$410 |
| 256.01 - 384 Kbps | \$475 |
| 384.01 - 512 Kbps | \$540 |
| 512.01 Kbps - 1.544 Mbps | \$635 |

v.2.20.06

Table 5: Redundancy Features - Monthly Service Fees

| Option | Monthly Service Fee List Price | Service Component Discount |
|--|--------------------------------|----------------------------|
| Alternate Backbone Node Option -additional charges via Private Line, per Service Component | T-1: \$500 | N/A |
| | NxT1: \$500 per T-1 | |
| CPE Redundant Configuration Option - Per Service Component | T-1: \$120 | N/A |
| | NxT-1: \$350 | |
| MARO Backbone Node Redundancy Option - additional charges via Private Line, per Redundant Link | \$500 per T-1 Redundant Link | N/A |
| MARO Outbound Load Balancers (2) Option (Dual Managed Customer Routers) | T1 & NXT-1: \$350 | N/A |

v.2.3.05

Table 6: MARO Features - Installation Fees

Discount: 0.0 %

| Option | Undiscounted Installation Fee List Price MIS & MIS w/Managed Router |
|--|--|
| MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers) | \$1000 |

v.2.6.05

AT&T and Customer Confidential Information

Page 3 of 6

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

CSM120831144053

Table 7: MIS Tele – Installation

Discount: 100.0 %

| MIS Speed | Undiscounted MIS | Undiscounted MIS w/ Managed Router |
|---------------------|------------------|------------------------------------|
| 56 Kbps | \$1,000 | \$1,000 |
| 128 Kbps - 1.5 Mbps | \$1,000 | \$1,000 |
| NxT-1 | \$2,500 | \$2,500 |

v.12.10.07

Table 8: On-Site Installation

Discount: 0.0 %

| MIS Speed | Undiscounted MIS w/ Managed Router Only |
|---------------------|---|
| 56 Kbps | \$999 |
| 128 Kbps - 1.5 Mbps | \$999 |
| NxT-1 | \$999 |

v.12.10.07

Table 9: Class Of Service Option - Tiered T-1 and Burstable Service - Monthly Service Fees

Discount: 80.0 %

| Speed | Class of Service Monthly Fee – List Price* (w/ or w/out Managed Router, except as indicated) |
|-------------------|--|
| 56 Kbps† | \$225 |
| 128 Kbps† | \$225 |
| 256 Kbps† | \$225 |
| 384 Kbps† | \$225 |
| 512 Kbps† | \$225 |
| 768 Kbps | \$225 |
| 1024 Kbps** | \$225 |
| 1.5 Mbps | \$225 |
| 2xT-1 (3 Mbps) | \$225 |
| 3xT-1 (4.5 Mbps) | \$225 |
| 4xT-1 (6 Mbps) | \$225 |
| 5xT-1 (7.5 Mbps) | \$225 |
| 6xT-1 (9 Mbps) | \$225 |
| 7xT-1 (10.5 Mbps) | \$225 |
| 8xT-1 (12 Mbps) | \$225 |

* Charges waived for Sites with AT&T BVoIP Service

** Not available with MPLS PNT

(†) no real-time class available

v.6.1.06

Table 10: Class Of Service Option - Installation Fees

Discount: 100.0 %

| | |
|---|---------|
| Class of Service Undiscounted Installation Fee* | \$1,000 |
|---|---------|

*Charges waived for Sites with AT&T BVoIP Service

v.2.3.05

Table 11: MIS+NCS Option

Discount: N/A

| Feature | Undiscounted Monthly Service Fee MIS Only |
|-----------------------------------|---|
| MIS + NCS Site License Fee (3 yr) | \$1,200 |
| MIS + NCS Site License Fee (5 yr) | \$1,050 |
| MIS + NCS Tier 1 Support | \$100 |

v.04.29.02

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

CSM120831144053

Table 12: MIS + NCS Installation Fees

Discount: 0.0 %

| Feature | Undiscounted Installation Fee List Price MIS |
|--------------------------------|--|
| MIS + NCS Site Preparation Fee | \$2,500 |

v.2.3.05

Table 13: MPLS PNT Feature

Discount: : 67.0 %

| Access Method | Speed | Undiscounted Monthly Service Fee MIS & MIS w/Managed Router |
|--|---------------------------------------|--|
| Private Line Fractional T-1 (56K – 768K) | Fractional T-1 (56K – 768K) | \$200 |
| Private Line NxT-1 (2 through 8) | Private Line NxT-1 (3 Mbps – 12 Mbps) | \$200 |
| Private Line T1 | T-1 (1.54 Mbps) | \$200 |

v.9/28/05

Table 14: MPLS PNT UniLink Feature

Discount: N/A

| Access Method | Speed | Undiscounted Monthly Service Fee MIS PNT, and MIS PNT with Managed Router |
|------------------|------------------------------|---|
| Private Line T-1 | T-1 (1.54 Mbps) Burstable T1 | \$200 |

v.04.15.05

Table 15: MultiCast Monthly Service Fee

N/A

| | |
|-------------------------------|-----|
| MultiCast Monthly Service Fee | ICB |
|-------------------------------|-----|

Table 16: MultiCast Installation

N/A

| | |
|----------------------------|-----|
| MultiCast Installation Fee | ICB |
|----------------------------|-----|

Section II: AT&T Business in a BoxSM

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: N/A

| Service Component/Device | Undiscounted Monthly Service Charge |
|-----------------------------|-------------------------------------|
| Base Unit 12 Port | \$50 |
| Base Unit 24 Port | \$70 |
| 8 Port POE Add-On | \$30 |
| 24 Port POE Add-On | \$75 |
| 8 Port Analog Module Add-On | \$35 |

v.5.14.09

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: N/A

| Option | Undiscounted Monthly Service Charge |
|-----------------------------|-------------------------------------|
| Base Unit 12 Port | \$75 |
| Base Unit 24 Port | \$95 |
| 8 Port POE Add-On | \$35 |
| 24 Port POE Add-On | \$85 |
| 8 Port Analog Module Add-On | \$40 |

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

CSM120831144053

v.5.14.09

Table 3: Life-Cycle Management Charges - Service Charges

Discount: N/A

| Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time) | Undiscounted Service Charge List Price |
|--|--|
| Move, Addition, Change to Service | \$260 |
| Delete Service | \$500 |

v. 5.14.09

Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100%

| | |
|--------------------------------------|-------|
| Class of Service Monthly Service Fee | \$225 |
|--------------------------------------|-------|

v.1.9.09

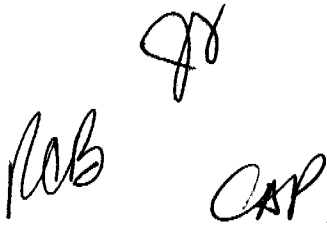
Section III: Additional Service Fees

| | |
|--|-------------------------------|
| Moving Fee (during hours) | \$1,000 per location |
| Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday) | Additional \$500 per location |

v.07/01/04

DATE: September 13, 2012

REQUEST FOR BOARD ACTION

| | | | |
|--|--|-------------------------------|--|
| AGENDA SECTION | Omnibus Vote Requiring Super-Majority or Special Majority Vote | ORIGINATING DEPARTMENT | Facilities Construction |
| ITEM | <p>A Resolution Approving and Authorizing the Execution of a First Amendment to the Contract for Consulting Services for Design and Construction of a Joint Connection Facility for the DuPage Water Commission Facility</p> <p>Resolution No. R-32-12</p> | APPROVAL |  |
| <p>Account Numbers: 01-60-7111.02 (\$1,395.35) 01-2612.08 (\$1,469.43)</p> <p>The Commission retained AECOM Technical Services, Inc. (AECOM), to provide Consulting Services for Design and Construction of a Joint Connection Facility for the DuPage Water Commission Facility at the DuPage County Steeple Run service area. The initial bidding of the project yielded only two bidders and both bids exceeded the engineer's estimate in addition to noting various deficiencies in both bidders' documents. As a result, in consultation with DuPage County, a second set of bids was solicited.</p> <p>Resolution No. Resolution No. R-32-12 would approve a First Amendment to the existing agreement with AECOM to allow AECOM to recover its costs for providing bidding services for the unanticipated second set of bids, at a cost increase not to exceed \$2,866.78.</p> <p>As per the Water Purchase and Sale Agreement with DuPage County and the Joint Facility Agreement for Steeple Run, the County is responsible for paying all costs associated with the design, bidding, and construction of the joint facility and has deposited sufficient funds to cover the additional costs. This proposed First Amendment has been reviewed and approved by the Superintendent of Public Works for DuPage County.</p> | | | |
| MOTION: To approve Resolution No. Resolution No. R-32-12. | | | |

DUPAGE WATER COMMISSION

RESOLUTION NO. R-32-12

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A THIRD AMENDMENT TO THE CONTRACT FOR EVALUATION, DESIGN, AND
BIDDING OF ELECTRICAL GENERATION SUPPLY FACILITIES
AT THE DUPAGE PUMP STATION

WHEREAS, the DuPage Water Commission (the "Owner") and AECOM Technical Services, Inc. ("Consultant") previously entered into a certain "Contract for Consulting Services for Design and Construction of a Joint Connection Facility for the DuPage Water Commission," dated as of the 16th day September, 2011, and approved pursuant to Resolution No. R-40-11, adopted on September 15, 2011 (the "Contract"); and

WHEREAS, Owner and Consultant desire to amend the Contract to modify certain not-to-exceed limitations on the cost of the work; the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Contract with Consultant was signed, the changes are germane to the Contract as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law;

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

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

SECTION TWO: A First Amendment to the Contract, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as

Resolution No. R-32-12

Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved.

SECTION THREE: The General Manager shall be and hereby is authorized and directed to execute the First Amendment to the Contract in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, the General Manager shall have been presented with copies of the First Amendment executed by AECOM Technical Services, Inc.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2012.

Chairman

ATTEST:

Clerk

EXHIBIT 1

FIRST AMENDMENT
TO
CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
AECOM TECHNICAL SERVICES, INC.
FOR
CONSULTING SERVICES FOR
DESIGN AND CONSTRUCTION OF A JOINT CONNECTION FACILITY
FOR THE DUPAGE WATER COMMISSION

THIS FIRST AMENDMENT TO CONTRACT FOR CONSULTING SERVICES FOR DESIGN AND CONSTRUCTION OF A JOINT CONNECTION FACILITY FOR THE DUPAGE WATER COMMISSION ("First Amendment"), made and entered into as of this ___ day of _____, 2012, by and between 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 AECOM Technical Services, Inc., 303 East Wacker Drive, Chicago, Illinois 60601, a California corporation ("Consultant"),

W I T N E S S E T H:

WHEREAS, Owner and Consultant previously entered into a certain "Contract for Consulting Services for Design and Construction of a Joint Connection Facility for the DuPage water Commission," dated as of the 16th day September, 2011, and approved pursuant to Resolution No. R-40-11, adopted on September 15, 2011 (the "Contract"); and

WHEREAS, Owner and Consultant desire to amend the Contract to modify certain not-to-exceed limitations on the cost of the work;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Consultant hereby agree as follows:

SECTION ONE: Amendment to Section 6 of Attachment A. Section 6, entitled “Contract Price,” of Attachment A, entitled “Supplemental Schedule of Contract Terms,” to the Design Contract shall be, and it hereby is, amended in its entirety so that said Section 6 shall hereafter be and read as follows:

“6. Contract Price:

SCHEDULE OF PRICES

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 Change Order issued pursuant to Section 2.1 of the Contract:

| <u>Phase</u> | <u>Not to Exceed</u> |
|---|----------------------|
| Commission Connection Facilities | |
| Preliminary Design | \$8,000.00 |
| Final Design | \$12,000.00 |
| Bidding | \$2,897.35 |
| Construction | \$26,920.00 |
| County PAS Connection Facilities | |
| Preliminary Design | \$3,000.00 |
| Final Design | \$16,500.00 |
| Bidding | \$2,969.43 |
| Construction | \$26,920.00” |

SECTION TWO: Contract in Full Force and Effect. In all other respects, the Contract shall remain in full force and effect, and the Design Contract shall be binding on both parties as hereinabove amended.

IN WITNESS WHEREOF, Owner has caused this First Amendment to be signed on its behalf by its General Manager, and Consultant has caused this First Amendment to be signed on its behalf by Cuneyt Feizoulof, a Vice President and a duly authorized officer, as of the day and year first written above.

DUPAGE WATER COMMISSION

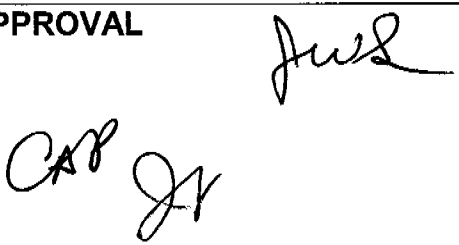
By: _____
John F. Spatz
General Manager

AECOM TECHNICAL SERVICES, INC.

By: _____
Cuneyt Feizoulof
Vice President

DATE: September 10, 2012

REQUEST FOR BOARD ACTION

| | | | |
|--|---|-------------------------------|--|
| AGENDA SECTION | Engineering & Construction Committee | ORIGINATING DEPARTMENT | Instrumentation/ Remote Facilities |
| ITEM | A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-5/10 at the September 20, 2012, DuPage Water Commission Meeting Resolution No. R-33-12 | APPROVAL |  |
| Account Number: 01-60-6633 | | | |
| <p>The Commission entered into certain agreements dated December 6, 2010, with Meade Electric Company, Inc. and with McWilliams Electric Co. Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-33-12 would approve the following Work Authorization Orders under the Quick Response Electrical Contracts:</p> <p>Work Authorization Order No. 008: This Work Authorization was issued, and the work completed, prior to board approval and was in response to a Downers Grove contractor digging a hole for an anchor point for a containment system for sandblasting their water tower. The hole severed the underground electrical service cables supplying power to the Commission's Meter Station 8E. Downers Grove told us that their contractor asked that the Commission have the service repaired and the contractor will reimburse the Commission for the repairs.</p> <p>The total cost for this work is not known but is estimated to range between \$13,000 and \$15,000.</p> | | | |
| MOTION: To adopt Resolution No. R-33-12. | | | |

DuPAGE WATER COMMISSION

RESOLUTION NO. R-33-12

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-5/10
AT THE SEPTEMBER 20, 2012, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 6, 2010, with Meade Electric Company, Inc. and with McWilliams Electric Co. Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-5/10"); and

WHEREAS, Contract QRE-5/10 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such emergency electrical work could not have been reasonably foreseen at the time the contracts were signed;

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

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

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

Resolution No. R-33-12

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2012

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-5/10: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-5.008

LOCATION:

Meter Station 8E, 2250 Maple Ave, Downers Grove, IL

ComEd Account # 6686446002

CONTRACTOR:

McWilliams Electric Co., Inc.

DESCRIPTION OF WORK:

Repair underground electric service.

REASON FOR WORK:

A Downers Grove contractor hit the electric service when driving in an anchor point for a containment system for sandblasting their water tower. Power was lost to the Commission's meter station.

MINIMUM RESPONSE TIME:

Needs to be completed by September 11, 2012

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DuPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: _____



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator

DATE: September 11, 2012

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the September 20, 2012 Commission meeting:

| | |
|--|-----------------------|
| August 8, 2012 to September 11, 2012 A/P Report | \$7,761,491.45 |
| Accrued and estimated payments required before October 2012 Commission meeting | <u>691,410.00</u> |
| Total | <u>\$8,452,901.45</u> |

cc: Chairman and Commissioners

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 10-17-12
Board Meeting Date: September 20, 2012**

| Estimate Amount | Description | Check Number | Payment Date | Payment Amount |
|-----------------|--|--------------|--------------|----------------|
| 40,000.00 | Blue Cross Blue Shield - Health Insurance | | | |
| 4,000.00 | Principal - Dental Insurance | | | |
| 8,000.00 | Illinois Public Risk Fund - Workers Comp. | | | |
| 220.00 | Envision Health Care - Administration Fees | | | |
| 300,000.00 | Exelon Energy for - Utility Charges | | | |
| 20,000.00 | ComEd - Utility Charges | | | |
| 180,000.00 | City of Chicago - Lexington. Electric | | | |
| 2,000.00 | City of Naperville -Meter Station Electric Bills | | | |
| 15,000.00 | Nicor - Gas | | | |
| 210.00 | Comcast - Internet Service | | | |
| 2,000.00 | AT & T - Telephone Charges | | | |
| 2,000.00 | Nextel - Cell Phone Charges | | | |
| 1,800.00 | Fed - Ex - Postage/Delivery | | | |
| 5,000.00 | Business Card Charges | | | |
| 1,000.00 | Home Depot - Maintenance Supplies | | | |
| 500.00 | Waste Management - Disposal Services | | | |
| 400.00 | West | | | |
| 1,000.00 | Mels - Maintenance Supplies | | | |
| 1,000.00 | Menards - Maintenance Supplies | | | |
| 1,500.00 | Konica Minolta - Copy and Lease Charges | | | |
| 1,000.00 | Grainger - Supplies for Operations | | | |
| 11,000.00 | Baker Tilly | | | |
| 30.00 | Daily Herald - Legal Notice | | | |
| 1,800.00 | Ground Pro Inc - Irrigation Repairs | | | |
| 3,200.00 | HD Supply Waterworks - Meter Station supplies | | | |
| 19,000.00 | Hill Mechanical Group - Replace Compressors | | | |
| 2,400.00 | Honda House of Elmhurst - Trash Pump | | | |
| 600.00 | Irthnet - Fees | | | |
| 500.00 | Office Depot - Office Supplies | | | |
| 500.00 | Operating Engineers - Union Dues | | | |
| 3,100.00 | Palatine Oil Co. - Diesel Fuel | | | |
| 18,000.00 | Questmark - Installation of Floors | | | |
| 800.00 | Red Wing Shoe - Uniform | | | |
| 200.00 | Regional Truck Equipment - Vehicle repairs | | | |
| 100.00 | Rental Max - Hydraulic Jack Rental | | | |
| 150.00 | Saf-T-Gard Dielectric Overshoe | | | |
| 600.00 | Skyco Products, Inc - Floor Hatches | | | |
| 300.00 | Sir Speedy - Printing Services | | | |
| 300.00 | Triton Electronics, Inc. - Repairs | | | |
| 4,000.00 | USA Bluebook - Supplies | | | |
| 7,000.00 | Ward Contracting & Building - Masonary Repairs | | | |
| 1,400.00 | Whiting Services - OSHA Inspection | | | |
| 18,000.00 | Airy's Inc - QR | | | |
| 12,000.00 | McWilliams Electric - MS Socket Repairs | | | |
| | | | | 691,410.00 |

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

| VENDOR | TYPE | ---ID--- | ITEM DT/ | DUE DT/ | PAY DT/ | 1099 | ----- | DESCRIPTION | ----- | GROSS/ | -DISTRIBUTION- |
|--------|------|----------|----------|---------|---------|------|-------|-------------|-------|---------|----------------|
| | | BANK | POST DT | DISC DT | CHECK# | | | | | BALANCE | |

01-1786 ABC COMMERCIAL MAINTENANCE

| | | | | | | | | | | | | | |
|---------------|---------|--|---------|----------|-----------|------|----------|---------------------------|-------|----------|----------|----------|-------|
| INV | 2012-19 | | 7/31/12 | 7/31/12 | | N | | JANITORIAL SVC: JULY 2012 | | 1,643.00 | | | |
| DISB | | | 8/28/12 | | | | | PO: 14403 | | 1,643.00 | | | |
| | | | | | | 01 | -60-6290 | JANITORIAL SVC: JULY 2012 | | | 1,643.00 | | |
| ***** TOTALS: | | | GROSS: | 1,643.00 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 1,643.00 | ***** |

01-1663 AECOM

| | | | | | | | | | | | | | |
|---------------|----------|--|---------|-----------|-----------|------|-------------|---------------------------|-------|-----------|------------|-----------|-------|
| INV | 37258890 | | 7/30/12 | 7/30/12 | | N | | JOINT CONNECT STEEPLE RUN | | 15,573.35 | | | |
| DISB | | | 8/31/12 | | | | | PO: 14412 | | 15,573.35 | | | |
| | | | | | | 01 | -60-7111.02 | JOINT CONNECT STEEPLE RUN | | | 7,962.38 | | |
| | | | | | | 01 | -2612.07 | JOINT CONNECT STEEPLE RUN | | | 7,962.38 | | |
| | | | | | | 01 | -5920 | JOINT CONNECT STEEPLE RUN | | | 7,962.38CR | | |
| | | | | | | 01 | -1780 | JOINT CONNECT STEEPLE RUN | | | 7,962.38 | | |
| | | | | | | 01 | -60-7980 | JOINT CONNECT STEEPLE RUN | | | 7,962.38CR | | |
| | | | | | | 01 | -2612.08 | JOINT CONNECT STEEPLE RUN | | | 7,610.97 | | |
| INV | 37270032 | | 9/05/12 | 9/05/12 | | N | | MS-19 EXCESS ENGINEERING | | 1,560.81 | | | |
| DISB | | | 9/11/12 | | | | | PO: | | 1,560.81 | | | |
| | | | | | | 01 | -2530 | MS-19 EXCESS ENGINEERING | | | 1,560.81 | | |
| ***** TOTALS: | | | GROSS: | 17,134.16 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 17,134.16 | ***** |

01-1856 AIRY'S INC

| | | | | | | | | | | | | | |
|---------------|--------------|--|---------|------------|-----------|------|-------------|-------------------------|-------|------------|-------------|------------|-------|
| INV | 201209073663 | | 9/04/12 | 9/04/12 | | N | | PAYMENT - 1 STEEPLE RUN | | 128,425.53 | | | |
| DISB | | | 9/07/12 | | | | | PO: | | 128,425.53 | | | |
| | | | | | | 01 | -60-7111.01 | PAYMENT - 1 STEEPLE RUN | | | 72,428.05 | | |
| | | | | | | 01 | -2612.06 | PAYMENT - 1 STEEPLE RUN | | | 72,428.05 | | |
| | | | | | | 01 | -5900 | PAYMENT - 1 STEEPLE RUN | | | 72,428.05CR | | |
| | | | | | | 01 | -2612.05 | PAYMENT - 1 STEEPLE RUN | | | 72,428.05 | | |
| | | | | | | 01 | -2520 | PAYMENT - 1 STEEPLE RUN | | | 14,485.61CR | | |
| | | | | | | 01 | -2530 | PAYMENT - 1 STEEPLE RUN | | | 1,560.81CR | | |
| | | | | | | 01 | -60-7111.01 | PAYMENT - 1 STEEPLE RUN | | | 384.15CR | | |
| ***** TOTALS: | | | GROSS: | 128,425.53 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 128,425.53 | ***** |

01-1291 ALEXANDER CHEMICAL CORPORA

| | | | | | | | | | | | | | |
|---------------|------------|--|---------|----------|-----------|------|----------|---------------------|-------|----------|----------|----------|-------|
| INV | 0478873-IN | | 8/09/12 | 9/08/12 | | N | | SODIUM HYPOCHLORITE | | 3,388.71 | | | |
| DISB | | | 8/28/12 | | | | | PO: 14362 | | 3,388.71 | | | |
| | | | | | | 01 | -60-6613 | SODIUM HYPOCHLORITE | | | 3,388.71 | | |
| INV | 0480052-IN | | 8/29/12 | 9/28/12 | | N | | SODIUM HYPOCHLORITE | | 2,927.98 | | | |
| DISB | | | 8/31/12 | | | | | PO: 14454 | | 2,927.98 | | | |
| | | | | | | 01 | -60-6613 | SODIUM HYPOCHLORITE | | | 2,927.98 | | |
| ***** TOTALS: | | | GROSS: | 6,316.69 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 6,316.69 | ***** |

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

| VENDOR | TYPE | ---ID--- | ITEM DT/ | DUE DT/ | PAY DT/ | 1099 | ----- | DESCRIPTION | ----- | GROSS/ | -DISTRIBUTION- |
|--------|------|----------|----------|---------|---------|------|-------|-------------|-------|---------|----------------|
| | | BANK | POST DT | DISC DT | CHECK# | | | | | BALANCE | |

01-1886 ANDERSON PEST SOLUTIONS

| | | | | | | | | | | | |
|------|---------|--|---------|---------|--|----|----------|----------------------|--|--------|--------|
| INV | 2230754 | | 8/01/12 | 8/01/12 | | N | | EXTERMINATOR SERVICE | | 114.00 | |
| DISB | | | 8/31/12 | | | | | PO: 14447 | | 114.00 | |
| | | | | | | 01 | -60-6290 | EXTERMINATOR SERVICE | | | 114.00 |
| INV | 2259350 | | 9/03/12 | 9/03/12 | | N | | EXTERMINATOR SERVICE | | 114.00 | |
| DISB | | | 9/07/12 | | | | | PO: 14447 | | 114.00 | |
| | | | | | | 01 | -60-6290 | EXTERMINATOR SERVICE | | | 114.00 |
| INV | 2259352 | | 9/03/12 | 9/03/12 | | N | | EXTERMINATOR SERVICE | | 125.00 | |
| DISB | | | 9/07/12 | | | | | PO: 14447 | | 125.00 | |
| | | | | | | 01 | -60-6290 | EXTERMINATOR SERVICE | | | 125.00 |

***** TOTALS: GROSS: 353.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 353.00 *****

01-1516 ARAMARK REFRESHMENTS

| | | | | | | | | | | | |
|------|--------|--|---------|---------|--|----|----------|-----------------|--|-------|-------|
| INV | 532920 | | 8/17/12 | 8/17/12 | | N | | COFFEE SUPPLIES | | 12.96 | |
| DISB | | | 8/28/12 | | | | | PO: 14389 | | 12.96 | |
| | | | | | | 01 | -60-6521 | COFFEE SUPPLIES | | | 12.96 |
| INV | 533035 | | 8/31/12 | 8/31/12 | | N | | COFFEE SUPPLIES | | 32.40 | |
| DISB | | | 8/31/12 | | | | | PO: 14430 | | 32.40 | |
| | | | | | | 01 | -60-6521 | COFFEE SUPPLIES | | | 32.40 |

***** TOTALS: GROSS: 45.36 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 45.36 *****

01-1692 BRIDGEPOINT TECHNOLOGIES

| | | | | | | | | | | | |
|------|-------|--|---------|---------|--|----|----------|-------------------------|--|-------|-------|
| INV | 18564 | | 9/01/12 | 9/01/12 | | N | | WTR CONSRV-FILE SHARING | | 75.00 | |
| DISB | | | 9/07/12 | | | | | PO: 14455 | | 75.00 | |
| | | | | | | 01 | -60-6290 | WTR CONSRV-FILE SHARING | | | 75.00 |
| INV | 18565 | | 9/01/12 | 9/01/12 | | N | | WTR CONSRV-HOSTING | | 50.00 | |
| DISB | | | 9/07/12 | | | | | PO: 14455 | | 50.00 | |
| | | | | | | 01 | -60-6290 | WTR CONSRV-HOSTING | | | 50.00 |

***** TOTALS: GROSS: 125.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 125.00 *****

01-1556 CARDIAC SCIENCE CORP.

| | | | | | | | | | | | |
|------|---------|--|---------|----------|--|----|----------|-------------------|--|----------|----------|
| INV | 1525885 | | 9/05/12 | 10/05/12 | | N | | BATTERY POWERHEAT | | 1,618.68 | |
| DISB | | | 9/11/12 | | | | | PO: 14387 | | 1,618.68 | |
| | | | | | | 01 | -60-6627 | BATTERY POWERHEAT | | | 1,618.68 |

***** TOTALS: GROSS: 1,618.68 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,618.68 *****

01-1332 CASSIDY TIRE & SERVICE

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

| VENDOR | TYPE | ---ID--- | ITEM DT/ | DUE DT/ | PAY DT/ | 1099 | ----- | DESCRIPTION | ----- | GROSS/ | -DISTRIBUTION- |
|--------|------|----------|----------|---------|---------|------|-------|-------------|-------|---------|----------------|
| | | BANK | POST DT | DISC DT | CHECK# | | | | | BALANCE | |

01-1332 CASSIDY TIRE & SERVICE ** CONTINUED **

| | | | | | | | | | | | |
|------|---------|--|---------|---------|--|----|----------|------------------------|--|--------|--------|
| INV | 1144499 | | 8/23/12 | 8/23/12 | | N | | VEHICLE REPAIR: M63637 | | 235.98 | |
| DISB | | | 8/28/12 | | | | | PO: 14368 | | 235.98 | |
| | | | | | | 01 | -60-6641 | VEHICLE REPAIR: M63637 | | | 235.98 |

***** TOTALS: GROSS: 235.98 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 235.98 *****

01-1135 CITY OF CHICAGO SUPERINTEN

| | | | | | | | | | | | |
|------|--------------|--|---------|---------|--|----|-------------|-------------------------|--|--------------|--------------|
| INV | 201209073659 | | 8/31/12 | 8/31/12 | | N | | WATER BILLING: AUG 2012 | | 7,553,418.75 | |
| DISB | | | 8/31/12 | | | | | PO: 14451 | | 7,553,418.75 | |
| | | | | | | 01 | -60-6611.01 | WATER BILLING: AUG 2012 | | | 7,553,418.75 |

***** TOTALS: GROSS: 7,553,418.75 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 7,553,418.75 *****

01-1091 CINTAS FIRST AID & SAFETY

| | | | | | | | | | | | |
|------|------------|--|---------|---------|--|----|----------|--------------------|--|--------|--------|
| INV | 5000133221 | | 8/22/12 | 8/22/12 | | N | | FIRST AID SUPPLIES | | 205.72 | |
| DISB | | | 8/31/12 | | | | | PO: 14429 | | 205.72 | |
| | | | | | | 01 | -60-6627 | FIRST AID SUPPLIES | | | 205.72 |

***** TOTALS: GROSS: 205.72 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 205.72 *****

01-1713 D R W SERVICES, INC

| | | | | | | | | | | | |
|------|---------|--|---------|---------|--|----|----------|----------------------|--|--------|--------|
| INV | 0033837 | | 8/24/12 | 8/24/12 | | N | | GAS HOSE REPLACEMENT | | 240.02 | |
| DISB | | | 8/31/12 | | | | | PO: 14437 | | 240.02 | |
| | | | | | | 01 | -60-6560 | GAS HOSE REPLACEMENT | | | 240.02 |

***** TOTALS: GROSS: 240.02 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 240.02 *****

01-1569 EDWARD COUGHLIN

| | | | | | | | | | | | |
|------|--------------|--|---------|---------|--|----|----------|-------------------|--|--------|--------|
| INV | 201208213628 | | 8/07/12 | 8/07/12 | | Y | | SECURITY: 7/19/12 | | 100.00 | |
| DISB | | | 8/21/12 | | | | | PO: 14383 | | 100.00 | |
| | | | | | | 01 | -60-6191 | SECURITY: 7/19/12 | | | 100.00 |

***** TOTALS: GROSS: 100.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 100.00 *****

01-1654 ELECSYS CORPORATION

| | | | | | | | | | | | |
|------|--------|--|---------|---------|--|----|-------------|--------------------------------|--|-------|-------|
| INV | 107676 | | 8/21/12 | 8/21/12 | | Y | | DEFAULT CP GRP MSGS: AUGUST 12 | | 90.00 | |
| DISB | | | 8/31/12 | | | | | PO: 14419 | | 90.00 | |
| | | | | | | 01 | -60-6514.02 | DEFAULT CP GRP MSGS: AUGUST 12 | | | 90.00 |

***** TOTALS: GROSS: 90.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 90.00 *****

01-1233 ELMHURST MEMORIAL HOSPITAL

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

| VENDOR | TYPE | ---ID--- | ITEM DT/ | DUE DT/ | PAY DT/ | 1099 | ----- | DESCRIPTION | ----- | GROSS/ | -DISTRIBUTION- | | |
|---------------|------|--------------|---|----------|-----------|------|----------|------------------------------|-------|----------|----------------|----------|-------|
| | | BANK | POST DT | DISC DT | CHECK# | | | | | BALANCE | | | |
| ----- | | | | | | | | | | | | | |
| 01-1233 | | | ELMHURST MEMORIAL HOSPITAL** CONTINUED ** | | | | | | | | | | |
| | INV | 71338 | 8/24/12 | 8/24/12 | | N | | ANNUAL EMPLOYEE EXAMS | | 795.00 | | | |
| | DISB | | 8/31/12 | | | | | PO: 14015 | | 795.00 | | | |
| | | | | | | 01 | -60-6191 | ANNUAL EMPLOYEE EXAMS | | | 795.00 | | |
| ***** TOTALS: | | | GROSS: | 795.00 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 795.00 | ***** |
| 01-1446 | | | EN ENGINEERING, LLC | | | | | | | | | | |
| | INV | 0034576 | 8/07/12 | 9/06/12 | | N | | CRCUC REPRESENT | | 150.95 | | | |
| | DISB | | 8/21/12 | | | | | PO: 14379 | | 150.95 | | | |
| | | | | | | 01 | -60-6632 | CRCUC REPRESENT | | | 150.95 | | |
| ***** TOTALS: | | | GROSS: | 3,293.26 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 3,293.26 | ***** |
| 01-1792 | | | ENCAP, INC | | | | | | | | | | |
| | INV | 23546 | 7/30/12 | 7/30/12 | | Y | | LANDSCAPE CONS SVCS: PMT #12 | | 1,003.34 | | | |
| | DISB | | 8/21/12 | | | | | PO: 14365 | | 1,003.34 | | | |
| | | | | | | 01 | -60-6290 | LANDSCAPE CONS SVCS: PMT #12 | | | 1,003.34 | | |
| ***** TOTALS: | | | GROSS: | 1,003.34 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 1,003.34 | ***** |
| 01-1274 | | | FRANK FRELKA | | | | | | | | | | |
| | INV | 201209043651 | 7/26/12 | 7/26/12 | | N | | TRAVEL REIMBURSEMENT | | 617.68 | | | |
| | DISB | | 8/31/12 | | | | | PO: 14436 | | 617.68 | | | |
| | | | | | | 01 | -60-6131 | TRAVEL REIMBURSEMENT | | | 617.68 | | |
| ***** TOTALS: | | | GROSS: | 617.68 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 617.68 | ***** |
| 01-1892 | | | GORSKI & GOOD, LLP | | | | | | | | | | |
| | INV | 201209043656 | 8/31/12 | 8/31/12 | | N | | ATTORNEY FEES AUGUST 2012 | | 7,904.82 | | | |
| | DISB | | 8/31/12 | | | | | PO: 14439 | | 7,904.82 | | | |
| | | | | | | 01 | -60-6251 | ATTORNEY FEES AUGUST 2012 | | | 7,904.82 | | |
| ***** TOTALS: | | | GROSS: | 7,904.82 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 7,904.82 | ***** |
| 01-1055 | | | GRAINGER | | | | | | | | | | |
| | INV | 9903355494 | 8/15/12 | 9/14/12 | | N | | METER STATION SUPPLIES | | 1,012.35 | | | |
| | DISB | | 8/28/12 | | | | | PO: 14364 | | 1,012.35 | | | |

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

| VENDOR | TYPE | ---ID--- | ITEM DT/ | DUE DT/ | PAY DT/ | 1099 | ----- | DESCRIPTION | ----- | GROSS/ | -DISTRIBUTION- |
|--------|------|----------|----------|---------|---------|------|-------|-------------|-------|---------|----------------|
| | | BANK | POST DT | DISC DT | CHECK# | | | | | BALANCE | |

01-1055 GRAINGER ** CONTINUED **

| | | | | | | | | | | | |
|-----|------------|--|---------|----------|--|---|--|-------------|------------------------|----------|----------|
| | | | | | | | | 01 -60-6633 | METER STATION SUPPLIES | | 1,012.35 |
| INV | 9904930220 | | 8/17/12 | 9/16/12 | | N | | | MAINTENANCE SUPPLIES | 1,888.08 | |
| | DISB | | 8/28/12 | | | | | | PO: 14374 | 1,888.08 | |
| | | | | | | | | 01 -60-6560 | MAINTENANCE SUPPLIES | | 1,888.08 |
| INV | 9904930238 | | 8/17/12 | 9/16/12 | | N | | | MAINTENANCE SUPPLIES | 16.79 | |
| | DISB | | 8/28/12 | | | | | | PO: 14374 | 16.79 | |
| | | | | | | | | 01 -60-6560 | MAINTENANCE SUPPLIES | | 16.79 |
| INV | 9910592394 | | 8/24/12 | 9/23/12 | | N | | | METER STATION SUPPLIES | 15.68 | |
| | DISB | | 8/31/12 | | | | | | PO: 14401 | 15.68 | |
| | | | | | | | | 01 -60-6633 | METER STATION SUPPLIES | | 15.68 |
| INV | 9910605337 | | 8/24/12 | 9/23/12 | | N | | | METER STATION SUPPLIES | 399.49 | |
| | DISB | | 8/31/12 | | | | | | PO: 14401 | 399.49 | |
| | | | | | | | | 01 -60-6633 | METER STATION SUPPLIES | | 345.73 |
| | | | | | | | | 01 -60-6627 | METER STATION SUPPLIES | | 53.76 |
| INV | 9910605352 | | 8/24/12 | 9/23/12 | | N | | | METER STATION SUPPLIES | 19.80 | |
| | DISB | | 8/31/12 | | | | | | PO: 14401 | 19.80 | |
| | | | | | | | | 01 -60-6633 | METER STATION SUPPLIES | | 19.80 |
| INV | 9913845211 | | 8/29/12 | 9/28/12 | | N | | | MAINTENANCE SUPPLIES | 1,108.46 | |
| | DISB | | 8/31/12 | | | | | | PO: 14417 | 1,108.46 | |
| | | | | | | | | 01 -60-6560 | MAINTENANCE SUPPLIES | | 1,108.46 |
| INV | 9916698799 | | 8/31/12 | 9/30/12 | | N | | | METER STATION SUPPLIES | 29.61 | |
| | DISB | | 8/31/12 | | | | | | PO: 14401 | 29.61 | |
| | | | | | | | | 01 -60-6633 | METER STATION SUPPLIES | | 29.61 |
| INV | 9918394033 | | 9/05/12 | 10/05/12 | | N | | | MAINTENANCE SUPPLIES | 173.92 | |
| | DISB | | 9/11/12 | | | | | | PO: 14417 | 173.92 | |
| | | | | | | | | 01 -60-6560 | MAINTENANCE SUPPLIES | | 173.92 |

***** TOTALS: GROSS: 4,664.18 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 4,664.18 *****

01-1809 GROUND PROS INC

| | | | | | | | | | | | |
|-----|-------|--|---------|---------|--|---|--|-------------|-------------------------------|----------|----------|
| INV | 65513 | | 7/31/12 | 7/31/12 | | N | | | LANDSCAPE ENHANCEMENTS - DPFS | 75.00 | |
| | DISB | | 8/31/12 | | | | | | PO: 14326 | 75.00 | |
| | | | | | | | | 01 -60-6290 | LANDSCAPE ENHANCEMENTS - DPFS | | 75.00 |
| INV | 65545 | | 8/09/12 | 8/09/12 | | N | | | LANDSCAPE ENHANCEMENTS - DPFS | 4,090.00 | |
| | DISB | | 8/31/12 | | | | | | PO: 14326 | 4,090.00 | |
| | | | | | | | | 01 -60-6290 | LANDSCAPE ENHANCEMENTS - DPFS | | 4,090.00 |
| INV | 65552 | | 7/31/12 | 7/31/12 | | N | | | LANDSCAPE MAINT JULY 2012 | 660.00 | |

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

| VENDOR | TYPE | ---ID--- | ITEM DT/ | DUE DT/ | PAY DT/ | 1099 | ----- | DESCRIPTION | ----- | GROSS/ | -DISTRIBUTION- |
|--------|------|----------|----------|---------|---------|------|-------|-------------|-------|---------|----------------|
| | | BANK | POST DT | DISC DT | CHECK# | | | | | BALANCE | |

01-1809 GROUND PROS INC ** CONTINUED **

| | | | | | | | | | | | |
|-----|-------|--|---------|---------|--|----|----------|-------------------------------|--|----------|----------|
| | DISB | | 8/28/12 | | | | | PO: 14397 | | 660.00 | |
| | | | | | | 01 | -60-6290 | LANDSCAPE MAINT JULY 2012 | | | 660.00 |
| INV | 65553 | | 7/31/12 | 7/31/12 | | N | | LANDSCAPE MAINT JULY 2012 | | 695.00 | |
| | DISB | | 8/28/12 | | | | | PO: 14402 | | 695.00 | |
| | | | | | | 01 | -60-6290 | LANDSCAPE MAINT JULY 2012 | | | 695.00 |
| INV | 65624 | | 8/28/12 | 8/28/12 | | N | | LANDSCAPE ENHANCEMENTS - DPPS | | 435.00 | |
| | DISB | | 8/31/12 | | | | | PO: 14326 | | 435.00 | |
| | | | | | | 01 | -60-6290 | LANDSCAPE ENHANCEMENTS - DPPS | | | 435.00 |
| INV | 65625 | | 8/28/12 | 8/28/12 | | N | | LANDSCAPE ENHANCEMENTS - DPPS | | 2,700.00 | |
| | DISB | | 8/31/12 | | | | | PO: 14326 | | 2,700.00 | |
| | | | | | | 01 | -60-6290 | LANDSCAPE ENHANCEMENTS - DPPS | | | 2,700.00 |
| INV | 65645 | | 8/31/12 | 8/31/12 | | N | | LANDSCAPE ENHANCEMENTS - DPPS | | 570.00 | |
| | DISB | | 8/31/12 | | | | | PO: 14326 | | 570.00 | |
| | | | | | | 01 | -60-6290 | LANDSCAPE ENHANCEMENTS - DPPS | | | 570.00 |
| INV | 65646 | | 8/31/12 | 8/31/12 | | N | | LANDSCAPE ENHANCEMENTS - DPPS | | 740.00 | |
| | DISB | | 8/31/12 | | | | | PO: 14326 | | 740.00 | |
| | | | | | | 01 | -60-6290 | LANDSCAPE ENHANCEMENTS - DPPS | | | 740.00 |

===== TOTALS: GROSS: 9,965.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 9,965.00 =====

01-1603 HILL MECHANICAL SERVICES

| | | | | | | | | | | | |
|-----|--------|--|---------|---------|--|----|----------|------------------------------|--|----------|----------|
| INV | 187709 | | 8/15/12 | 8/15/12 | | N | | HVAC MAINTENANCE AND REPAIRS | | 2,784.61 | |
| | DISB | | 8/31/12 | | | | | PO: 14404 | | 2,784.61 | |
| | | | | | | 01 | -60-6560 | HVAC MAINTENANCE AND REPAIRS | | | 2,784.61 |
| INV | 188004 | | 8/20/12 | 8/20/12 | | N | | HVAC MAINTENANCE AND REPAIRS | | 690.76 | |
| | DISB | | 8/31/12 | | | | | PO: 14404 | | 690.76 | |
| | | | | | | 01 | -60-6560 | HVAC MAINTENANCE AND REPAIRS | | | 690.76 |

===== TOTALS: GROSS: 3,475.37 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,475.37 =====

01-1101 HOLLAND & KNIGHT LLP

| | | | | | | | | | | | |
|-----|---------|--|---------|---------|--|----|----------|---------------------------|--|----------|----------|
| INV | 2817072 | | 8/22/12 | 8/22/12 | | Y | | LEGAL SERVICES: JULY 2012 | | 2,640.00 | |
| | DISB | | 8/31/12 | | | | | PO: 14413 | | 2,640.00 | |
| | | | | | | 01 | -60-6251 | LEGAL SERVICES: JULY 2012 | | | 2,640.00 |

===== TOTALS: GROSS: 2,640.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,640.00 =====

01-1425 HR PLUS

| | | | | | | | | | | | |
|-----|---------|--|---------|---------|--|---|--|-------------------|--|-------|--|
| INV | 5156513 | | 8/04/12 | 8/19/12 | | N | | BACKGROUND CHECKS | | 93.90 | |
|-----|---------|--|---------|---------|--|---|--|-------------------|--|-------|--|

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

| VENDOR | TYPE | ---ID--- | ITEM DT/ | DUE DT/ | PAY DT/ | 1099 | ----- | DESCRIPTION | ----- | GROSS/ | -DISTRIBUTION- | | |
|---------------|----------------------------|--------------|-----------------|----------|-----------|------|--------|----------------|-----------------------------|---------|----------------|--------|-------|
| | | BANK | POST DT | DISC DT | CHECK# | | | | | BALANCE | | | |
| 01-1425 | HR PLUS | | ** CONTINUED ** | | | | | | | | | | |
| | DISB | | 8/31/12 | | | | | PO: 14410 | | 93.90 | | | |
| | | | | | | | | 01 -60-6591 | BACKGROUND CHECKS | | 93.90 | | |
| ***** TOTALS: | | | GROSS: | 93.90 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 93.90 | ***** |
| 01-1082 | ILLINOIS PAPER & COPIER CO | | | | | | | | | | | | |
| | INV | IN11028 | 9/05/12 | 9/05/12 | | | | N | OFFICE SUPPLIES | | 318.50 | | |
| | DISB | | 9/07/12 | | | | | PO: 14432 | | 318.50 | | | |
| | | | | | | | | 01 -60-6521 | OFFICE SUPPLIES | | 318.50 | | |
| ***** TOTALS: | | | GROSS: | 318.50 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 318.50 | ***** |
| 01-1152 | INSIGHT PUBLIC SECTOR | | | | | | | | | | | | |
| | INV | 1100277428 | 8/17/12 | 9/16/12 | | | | N | LAPTOP BATTERY | | 114.50 | | |
| | DISB | | 8/31/12 | | | | | PO: 14382 | | 114.50 | | | |
| | | | | | | | | 01 -60-6590 | LAPTOP BATTERY | | 114.50 | | |
| | INV | 1100279809 | 9/05/12 | 10/05/12 | | | | N | LAPTOP BATTERY | | 131.00 | | |
| | DISB | | 9/11/12 | | | | | PO: 14394 | | 131.00 | | | |
| | | | | | | | | 01 -60-6590 | LAPTOP BATTERY | | 131.00 | | |
| ***** TOTALS: | | | GROSS: | 245.50 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 245.50 | ***** |
| 01-1740 | INTERCALL | | | | | | | | | | | | |
| | CM | 201209113674 | 9/07/12 | 9/07/12 | | | | N | REVERSAL | | 37.08CR | | |
| | DISB | | 9/11/12 | | | | | PO: 14469 | | 37.08CR | | | |
| | | | | | | | | 01 -60-6612.02 | REVERSAL | | 37.08CR | | |
| | CM | 201209113675 | 9/05/12 | 9/05/12 | | | | N | REVERSAL | | 38.03CR | | |
| | DISB | | 9/11/12 | | | | | PO: 14469 | | 38.03CR | | | |
| | | | | | | | | 01 -60-6612.02 | REVERSAL | | 38.03CR | | |
| | INV | 1741585601B | 8/31/12 | 8/31/12 | | | | N | TELEPHONE CONFERENCING | | 48.09 | | |
| | DISB | | 9/11/12 | | | | | PO: 14465 | | 48.09 | | | |
| | | | | | | | | 01 -60-7111.01 | TELEPHONE CONFERENCING | | 71.76 | | |
| | | | | | | | | 01 -60-7111.01 | TELEPHONE CONFERENCING | | 23.67CR | | |
| | INV | 201209113674 | 9/07/12 | 9/07/12 | | | | N | METER STN ELEC: 63519-20818 | | 37.08 | | |
| | DISB | | 9/11/12 | | | | | PO: 14469 | | 37.08 | | | |
| | | | | | | | | 01 -60-6612.02 | METER STN ELEC: 63519-20818 | | 37.08 | | |
| | INV | 201209113675 | 9/05/12 | 9/05/12 | | | | N | METER STN ELEC: 63519-5134 | | 38.03 | | |
| | DISB | | 9/11/12 | | | | | PO: 14469 | | 38.03 | | | |
| | | | | | | | | 01 -60-6612.02 | METER STN ELEC: 63519-5134 | | 38.03 | | |
| ***** TOTALS: | | | GROSS: | 48.09 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 48.09 | ***** |

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

| VENDOR | TYPE | ---ID--- | ITEM DT/ | DUE DT/ | PAY DT/ | 1099 | ----- | DESCRIPTION | ----- | GROSS/ | -DISTRIBUTION- |
|--------|------|----------|----------|---------|---------|------|-------|-------------|-------|---------|----------------|
| | BANK | | POST DT | DISC DT | CHECK# | | | | | BALANCE | |

01-1602 IPWSOA

| | | | | | | | | | | | |
|------|--------------|--|---------|---------|--|----|-------------|--------------------------|--|--------|--------|
| INV | 201209073660 | | 8/31/12 | 8/31/12 | | N | | IPWSOA CONFERENCE - WEED | | 205.00 | |
| DISB | | | 8/31/12 | | | | | PO: 14433 | | 205.00 | |
| | | | | | | 01 | -60-6133.01 | IPWSOA CONFERENCE - WEED | | | 205.00 |

***** TOTALS: GROSS: 205.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 205.00 *****

01-1196 KARA COMPANY, INC.

| | | | | | | | | | | | |
|------|--------|--|---------|---------|--|----|-------------|-----------------------|--|-------|-------|
| INV | 284953 | | 8/24/12 | 9/23/12 | | N | | VERIZON DATA LINE GPS | | 60.70 | |
| DISB | | | 8/31/12 | | | | | PO: 14172 | | 60.70 | |
| | | | | | | 01 | -60-6514.02 | VERIZON DATA LINE GPS | | | 60.70 |

***** TOTALS: GROSS: 60.70 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 60.70 *****

01-1753 LANER MUCHIN

| | | | | | | | | | | | |
|------|--------|--|---------|---------|--|----|----------|----------------------------|--|----------|----------|
| INV | 405961 | | 9/01/12 | 9/01/12 | | Y | | LEGAL SVC: THROUGH 8/20/12 | | 1,635.24 | |
| DISB | | | 9/11/12 | | | | | PO: | | 1,635.24 | |
| | | | | | | 01 | -60-6253 | LEGAL SVC: THROUGH 8/20/12 | | | 1,635.24 |

***** TOTALS: GROSS: 1,635.24 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,635.24 *****

01-1893 MATERIAL SOLUTIONS LABORAT

| | | | | | | | | | | | |
|------|----------|--|---------|---------|--|----|-------------|------------------------------|--|----------|----------|
| INV | DUPAGE-1 | | 8/24/12 | 8/24/12 | | N | | STEEPLE RUN METERING STA/PAS | | 1,869.00 | |
| DISB | | | 8/31/12 | | | | | PO: 14418 | | 1,869.00 | |
| | | | | | | 01 | -60-7111.01 | STEEPLE RUN METERING STA/PAS | | | 934.50 |
| | | | | | | 01 | -2612.06 | STEEPLE RUN METERING STA/PAS | | | 934.50 |
| | | | | | | 01 | -2612.07 | STEEPLE RUN METERING STA/PAS | | | 934.50 |
| | | | | | | 01 | -5920 | STEEPLE RUN METERING STA/PAS | | | 934.50CR |
| | | | | | | 01 | -1780 | STEEPLE RUN METERING STA/PAS | | | 934.50 |
| | | | | | | 01 | -60-7980 | STEEPLE RUN METERING STA/PAS | | | 934.50CR |

***** TOTALS: GROSS: 1,869.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,869.00 *****

01-1073 METTLER-TOLEDO, INC.

| | | | | | | | | | | | |
|------|--------------|--|---------|---------|--|----|----------|--------------------------------|--|----------|----------|
| INV | 156-00059295 | | 8/10/12 | 9/09/12 | | N | | YLY MAINT CONTRACT-CALIBRATION | | 2,212.00 | |
| DISB | | | 8/28/12 | | | | | PO: 14148 | | 2,212.00 | |
| | | | | | | 01 | -60-6623 | YLY MAINT CONTRACT-CALIBRATION | | | 2,212.00 |

***** TOTALS: GROSS: 2,212.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,212.00 *****

01-1678 MYOFFICE PRODUCTS

| | | | | | | | | | | | |
|-----|--------------|--|---------|---------|--|---|--|-----------------|--|-------|--|
| INV | OE-1626858-1 | | 8/09/12 | 8/09/12 | | N | | OFFICE SUPPLIES | | 54.99 | |
|-----|--------------|--|---------|---------|--|---|--|-----------------|--|-------|--|

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

| VENDOR | TYPE | ---ID--- | ITEM DT/ | DUE DT/ | PAY DT/ | 1099 | ----- | DESCRIPTION | ----- | GROSS/ | -DISTRIBUTION- | | |
|---------------|----------------------------|-----------|-----------------|----------|-----------|------|--------|-------------|-------------------------------|----------|----------------|----------|-------|
| | BANK | | POST DT | DISC DT | CHECK# | | | | | BALANCE | | | |
| 01-1678 | MYOFFICE PRODUCTS | | ** CONTINUED ** | | | | | | | | | | |
| | DISB | | 8/21/12 | | | | | PO: 14366 | | 54.99 | | | |
| | | | | | | | | 01 -60-6521 | OFFICE SUPPLIES | | 54.99 | | |
| ===== TOTALS: | | | GROSS: | 54.99 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 54.99 | ===== |
| 01-1110 | NEWARK | | | | | | | | | | | | |
| | INV | 22604286 | 8/23/12 | 9/22/12 | | | | N | METER STATION SUPPLIES | | 25.27 | | |
| | DISB | | 8/31/12 | | | | | PO: 14396 | | 25.27 | | | |
| | | | | | | | | 01 -60-6624 | METER STATION SUPPLIES | | 25.27 | | |
| ===== TOTALS: | | | GROSS: | 25.27 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 25.27 | ===== |
| 01-1896 | POWER & SYSTEMS INNOVATION | | | | | | | | | | | | |
| | INV | 12-2591 | 8/21/12 | 8/21/12 | | | | N | SURGE PROTECTOR 120/208VAC | | 935.03 | | |
| | DISB | | 8/31/12 | | | | | PO: 14360 | | 935.03 | | | |
| | | | | | | | | 01 -60-6633 | SURGE PROTECTOR 120/208VAC | | 935.03 | | |
| ===== TOTALS: | | | GROSS: | 935.03 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 935.03 | ===== |
| 01-1289 | PRAXAIR DISTRIBUTION INC. | | | | | | | | | | | | |
| | INV | 43929576B | 8/31/12 | 9/30/12 | | | | N | LEASE OF GAS CYLINDER | | 308.45 | | |
| | DISB | | 9/11/12 | | | | | PO: 14471 | | 308.45 | | | |
| | | | | | | | | 01 -60-6560 | LEASE OF GAS CYLINDER | | 308.45 | | |
| ===== TOTALS: | | | GROSS: | 308.45 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 308.45 | ===== |
| 01-1664 | PROGRAM ONE PROFESSIONAL B | | | | | | | | | | | | |
| | INV | 300674B | 5/31/12 | 5/31/12 | | | | N | WINDOW CLEANING: 5/31/12 | | 1,092.62 | | |
| | DISB | | 9/11/12 | | | | | PO: 14464 | | 1,092.62 | | | |
| | | | | | | | | 01 -60-6290 | WINDOW CLEANING: 5/31/12 | | 1,092.62 | | |
| | INV | 43656B | 8/31/12 | 8/31/12 | | | | N | WINDOW CLEANING: 8/27/12 | | 454.28 | | |
| | DISB | | 9/11/12 | | | | | PO: 14464 | | 454.28 | | | |
| | | | | | | | | 01 -60-6290 | WINDOW CLEANING: 8/27/12 | | 454.28 | | |
| ===== TOTALS: | | | GROSS: | 1,546.90 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 1,546.90 | ===== |
| 01-1895 | RAECO - LIC LLC | | | | | | | | | | | | |
| | INV | 6/027220 | 8/31/12 | 8/31/12 | | | | N | CALIBRATION KIT - GAS MONITOR | | 702.78 | | |
| | DISB | | 8/31/12 | | | | | PO: 14388 | | 702.78 | | | |
| | | | | | | | | 01 -60-6560 | CALIBRATION KIT - GAS MONITOR | | 702.78 | | |
| ===== TOTALS: | | | GROSS: | 702.78 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 702.78 | ===== |

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

| VENDOR | TYPE | ---ID--- | ITEM DT/ | DUE DT/ | PAY DT/ | 1099 | ----- | DESCRIPTION | ----- | GROSS/ | -DISTRIBUTION- |
|--------|------|----------|----------|---------|---------|------|-------|-------------|-------|---------|----------------|
| | | BANK | POST DT | DISC DT | CHECK# | | | | | BALANCE | |

01-1118 REGIONAL TRUCK EQUIPMENT C

| | | | | | | | | | | | | | |
|---------------|-------|--|---------|----------|-----------|------|--------|----------------------------|----------------------------|----------|----------|----------|-------|
| INV | 39056 | | 9/07/12 | 9/17/12 | | | N | VEHICLE MAINT: 2012 ESCAPE | | 1,871.00 | | | |
| DISB | | | 9/11/12 | | | | | PO: 14385 | | 1,871.00 | | | |
| | | | | | | | 01 | -60-6641 | VEHICLE MAINT: 2012 ESCAPE | | 1,871.00 | | |
| ===== TOTALS: | | | GROSS: | 1,871.00 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 1,871.00 | ===== |

01-1523 SAF-T-GARD INTERNATIONAL,

| | | | | | | | | | | | | | |
|---------------|------------|--|---------|---------|-----------|------|--------|-------------------------------|-------------------------------|-------|-------|--------|-------|
| INV | 1550878-00 | | 8/23/12 | 9/22/12 | | | N | TESTING OF ELEC SAFETY BOOTS | | 67.54 | | | |
| DISB | | | 8/31/12 | | | | | PO: 14351 | | 67.54 | | | |
| | | | | | | | 01 | -60-6627 | TESTING OF ELEC SAFETY BOOTS | | 67.54 | | |
| INV | 1551340-00 | | 8/21/12 | 9/20/12 | | | N | TESTING OF ELEC SAFETY GLOVES | | 43.64 | | | |
| DISB | | | 8/31/12 | | | | | PO: 14367 | | 43.64 | | | |
| | | | | | | | 01 | -60-6627 | TESTING OF ELEC SAFETY GLOVES | | 43.64 | | |
| INV | 1552249-00 | | 8/31/12 | 9/30/12 | | | N | TESTING OF ELEC SAFETY GLOVES | | 43.64 | | | |
| DISB | | | 8/31/12 | | | | | PO: 14367 | | 43.64 | | | |
| | | | | | | | 01 | -60-6627 | TESTING OF ELEC SAFETY GLOVES | | 43.64 | | |
| ===== TOTALS: | | | GROSS: | 154.82 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 154.82 | ===== |

01-1777 SCHNEIDER ELECTRIC BUILDIN

| | | | | | | | | | | | | | |
|---------------|--------|--|---------|---------|-----------|------|--------|------------------------------|------------------------------|--------|--------|--------|-------|
| INV | 462164 | | 8/24/12 | 8/24/12 | | | N | SERVICE FOR DPPS HVAC SYSTEM | | 655.35 | | | |
| DISB | | | 8/31/12 | | | | | PO: 14452 | | 655.35 | | | |
| | | | | | | | 01 | -60-6560 | SERVICE FOR DPPS HVAC SYSTEM | | 655.35 | | |
| ===== TOTALS: | | | GROSS: | 655.35 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 655.35 | ===== |

01-1263 SKARSHAUG TESTING LABORATO

| | | | | | | | | | | | | | |
|---------------|--------|--|---------|---------|-----------|------|--------|--------------------------------|--------------------------------|-------|-------|--------|-------|
| INV | 170443 | | 8/13/12 | 9/12/12 | | | N | SEMI-ANNUAL ELEC GLOVE TESTING | | 79.10 | | | |
| DISB | | | 8/28/12 | | | | | PO: 14298 | | 79.10 | | | |
| | | | | | | | 01 | -60-6560 | SEMI-ANNUAL ELEC GLOVE TESTING | | 79.10 | | |
| INV | 171067 | | 8/31/12 | 9/30/12 | | | N | SEMI-ANNUAL ELEC GLOVE TESTING | | 71.94 | | | |
| DISB | | | 9/11/12 | | | | | PO: 14298 | | 71.94 | | | |
| | | | | | | | 01 | -60-6560 | SEMI-ANNUAL ELEC GLOVE TESTING | | 71.94 | | |
| ===== TOTALS: | | | GROSS: | 151.04 | PAYMENTS: | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 151.04 | ===== |

01-1040 SPECIALTY MAT SERVICE

| | | | | | | | | | | | |
|------|---------|--|---------|---------|--|--|---|---------------------|--|--------|--|
| INV | 636019B | | 8/09/12 | 9/10/12 | | | N | MAT SERVICE: 8/9/12 | | 134.21 | |
| DISB | | | 9/11/12 | | | | | PO: 14463 | | 134.21 | |

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

| VENDOR | TYPE | ---ID--- | ITEM DT/ | DUE DT/ | PAY DT/ | 1099 | ----- | DESCRIPTION | ----- | GROSS/ | -DISTRIBUTION- | | | |
|---------------|--------------------------|------------|-----------------|----------|-----------|------|----------|------------------------------|-------|----------|----------------|------|----------|-------|
| | | BANK | POST DT | DISC DT | CHECK# | | | | | BALANCE | | | | |
| 01-1040 | SPECIALTY MAT SERVICE | | ** CONTINUED ** | | | | | | | | | | | |
| | | | | | | 01 | -60-6290 | MAT SERVICE: 8/9/12 | | | 134.21 | | | |
| | INV | 637569B | 8/23/12 | 9/10/12 | | N | | MAT SERVICE: 8/23/12 | | 134.21 | | | | |
| | DISB | | 9/11/12 | | | | | PO: 14463 | | 134.21 | | | | |
| | | | | | | 01 | -60-6290 | MAT SERVICE: 8/23/12 | | | 134.21 | | | |
| ***** TOTALS: | | | GROSS: | 268.42 | PAYMENTS: | | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 268.42 | ***** |
| 01-1773 | STAPLES ADVANTAGE | | | | | | | | | | | | | |
| | INV | 3181456187 | 9/05/12 | 9/05/12 | | N | | OFFICE SUPPLIES | | 88.87 | | | | |
| | DISB | | 9/11/12 | | | | | PO: 14431 | | 88.87 | | | | |
| | | | | | | 01 | -60-6521 | OFFICE SUPPLIES | | | 88.87 | | | |
| ***** TOTALS: | | | GROSS: | 88.87 | PAYMENTS: | | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 88.87 | ***** |
| 01-1046 | TREE TOWNS REPRO SERVICE | | | | | | | | | | | | | |
| | INV | 0000179311 | 8/03/12 | 9/02/12 | | N | | SCANNING SERVICES | | 6.00 | | | | |
| | DISB | | 8/31/12 | | | | | PO: 14391 | | 6.00 | | | | |
| | | | | | | 01 | -60-6531 | SCANNING SERVICES | | | 6.00 | | | |
| | INV | 0000180121 | 8/23/12 | 9/22/12 | | N | | DIGITAL BOND COPY | | 76.80 | | | | |
| | DISB | | 8/28/12 | | | | | PO: 14406 | | 76.80 | | | | |
| | | | | | | 01 | -60-6634 | DIGITAL BOND COPY | | | 76.80 | | | |
| ***** TOTALS: | | | GROSS: | 82.80 | PAYMENTS: | | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 82.80 | ***** |
| 01-1080 | TYLER TECHNOLOGIES, INC | | | | | | | | | | | | | |
| | INV | 025-49671 | 8/17/12 | 8/17/12 | | N | | ANNUAL SOFTW MAINT AGREEMENT | | 3,647.26 | | | | |
| | DISB | | 8/31/12 | | | | | PO: 14416 | | 3,647.26 | | | | |
| | | | | | | 01 | -60-6590 | ANNUAL SOFTW MAINT AGREEMENT | | | 3,647.26 | | | |
| ***** TOTALS: | | | GROSS: | 3,647.26 | PAYMENTS: | | 0.00 | DISCS: | 0.00 | ADJS: | 0.00 | BAL: | 3,647.26 | ***** |

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

T O T A L S

| | GROSS | PAYMENTS | BALANCE |
|----------------|--------------|----------|--------------|
| PAID ITEMS | 0.00 | 0.00 | 0.00 |
| PARTIALLY PAID | 0.00 | 0.00 | 0.00 |
| UNPAID ITEMS | 7,761,491.45 | 0.00 | 7,761,491.45 |
| ** TOTALS ** | 7,761,491.45 | 0.00 | 7,761,491.45 |

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

** PRE-PAID INVOICES **

PREPAID TOTALS

| | GROSS | PAYMENTS | BALANCE |
|---------------------|-------|----------|---------|
| PAID ITEMS | 0.00 | 0.00 | 0.00 |
| PARTIALLY PAID | 0.00 | 0.00 | 0.00 |
| UNPAID ITEMS | 0.00 | 0.00 | 0.00 |
| ** TOTALS ** | 0.00 | 0.00 | 0.00 |

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

R E P O R T T O T A L S

| | GROSS | PAYMENTS | BALANCE |
|---------------------|---------------------|-------------|---------------------|
| PAID ITEMS | 0.00 | 0.00 | 0.00 |
| PARTIALLY PAID | 0.00 | 0.00 | 0.00 |
| UNPAID ITEMS | 7,761,491.45 | 0.00 | 7,761,491.45 |
| VOIDED ITEMS | 0.00 | 0.00 | 0.00 |
| ** TOTALS ** | 7,761,491.45 | 0.00 | 7,761,491.45 |

U N P A I D R E C A P

| | |
|------------------------------|---------------------|
| NUMBER OF HELD INVOICES | 0 |
| UNPAID INVOICE TOTALS | 7,761,566.56 |
| UNPAID DEBIT MEMO TOTALS | 0.00 |
| UNAPPLIED CREDIT MEMO TOTALS | 75.11- |
| ** UNPAID TOTALS ** | 7,761,491.45 |

G/L EXPENSE DISTRIBUTION

| ACCOUNT NUMBER | ACCOUNT NAME | AMOUNT |
|----------------|--------------------------------|-------------|
| 01 1780 | CONSTRUCTION IN PROGRESS | 8,896.88 |
| 01 2520 | RETAINAGE PAYABLE | 14,485.61CR |
| 01 2530 | CONTRACT DEDUCTIONS | 0.00 |
| 01 2612.05 | CNST DEP-ST RUN METER STATION | 72,428.05 |
| 01 2612.06 | CNST DEP-ST RUN PRES ADJ STATI | 73,362.55 |
| 01 2612.07 | DEP-ST RUN MS - ENG | 8,896.88 |
| 01 2612.08 | DEP-ST RUN PA STA - ENG | 7,610.97 |
| 01 5900 | OTHER INCOME | 72,428.05CR |
| 01 5920 | CONTRIBUTIONS | 8,896.88CR |
| 01 60-6131 | TRAVEL | 617.68 |
| 01 60-6133.01 | CONFERENCES | 205.00 |
| 01 60-6191 | OTHER PERSONNEL COSTS | 895.00 |
| 01 60-6251 | LEGAL SERVICES- GENERAL | 10,544.82 |
| 01 60-6253 | LEGAL SERVICES- SPECIAL | 1,635.24 |
| 01 60-6290 | CONTRACTUAL SERVICES | 14,904.66 |
| 01 60-6514.02 | CELL PHONE & CORR. TELEMETRY | 150.70 |
| 01 60-6521 | OFFICE SUPPLIES | 507.72 |
| 01 60-6531 | PRINTING- GENERAL | 6.00 |

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

G/L EXPENSE DISTRIBUTION

| ACCOUNT NUMBER | ACCOUNT NAME | AMOUNT |
|----------------|-------------------------------|--------------|
| 01 60-6560 | REPAIRS & MAINT- BLDGS & GRN | 8,720.26 |
| 01 60-6590 | COMPUTER/SOFTWARE MAINTENANCE | 3,892.76 |
| 01 60-6591 | OTHER ADMINISTRATIVE EXPENSE | 93.90 |
| 01 60-6611.01 | WATER BILLING | 7,553,418.75 |
| 01 60-6612.02 | METER STATION, ROV, TANK SITE | 0.00 |
| 01 60-6613 | WATER CHEMICALS | 6,316.69 |
| 01 60-6623 | METER TESTING & REPAIRS | 2,212.00 |
| 01 60-6624 | SCADA / INSTRUMENTATION | 25.27 |
| 01 60-6627 | SAFETY | 2,032.98 |
| 01 60-6632 | COR TESTING & MITIGATION | 1,083.08 |
| 01 60-6633 | REMOTE FACILITIES MAINTENANCE | 2,358.20 |
| 01 60-6634 | PLAN REVIEW- PIPELINE CONFLI | 76.80 |
| 01 60-6641 | REPAIRS & MAINT- VEHICLES | 2,106.98 |
| 01 60-7111.01 | DPC SR MS-CONSTR (MS19/9C) | 73,026.49 |
| 01 60-7111.02 | DPC SR MS-ENG (MS19-9C) | 7,962.38 |
| 01 60-7702.02 | TS-8/11 COR PRVNT-ENG | 2,210.18 |
| 01 60-7980 | CAPITALIZED FIXED ASSETS | 8,896.88CR |
| | ** FUND TOTAL ** | 7,761,491.45 |

** TOTAL ** 7,761,491.45

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

DEPARTMENT TOTALS

| DEPARTMENT | DEPARTMENT NAME | AMOUNT |
|------------|--------------------|--------------|
| 01 | NON-DEPARTMENTAL | 156,709.72 |
| 01 59 | INVALID DEPARTMENT | 81,324.93CR |
| 01 60 | ADMINISTRATION | 7,686,106.66 |
| | ** FUND TOTAL ** | 7,761,491.45 |

| | | |
|--|-------------|--------------|
| | ** TOTAL ** | 7,761,491.45 |
|--|-------------|--------------|

0 ERRORS

0 WARNINGS

SELECTION CRITERIA

VENDOR SET: 01-DUPAGE WATER COMMISSION
 VENDOR: THRU ZZZZZZ
 VENDOR CLASS: ALL
 BANK CODES: Include: DISB , IL
 1099 BOX: All
 COMMENT CODES: All
 HOLD STATUS: Both
 AP BALANCE AS OF: 0/00/0000
 ADVANCED SELECTION: YES

ITEM SELECTION: UNPAID ITEMS
 FUNDS: All
 ACCOUNT RANGE: THRU ZZZZZZZZZZZZZZZZ
 ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00

PRINT OPTIONS:

SEQUENCE: VENDOR SORT KEY
 REPORT TYPE: DETAIL
 SORT TRANSACTIONS BY DATE: NO
 G/L ACCOUNTS/PROJECTS: YES
 ONE VENDOR PER PAGE: NO
 ONE DEPARTMENT PER PAGE: NO
 PRINT STUB COMMENTS: NO
 PRINT COMMENT CODES: None
 PRINT W/ PO ONLY: NO

DATE SELECTION:

PAYMENT DATE: 0/00/0000 THRU 99/99/9999
 ITEM DATE: 0/00/0000 THRU 99/99/9999
 POSTING DATE: 8/08/2012 THRU 9/11/2012



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz
General Manager

DATE: September 13, 2012

SUBJECT: August Services Invoice

I reviewed the Gorski & Good, LLP August 2012 invoice for services rendered during the period August 1, 2012 – August 28, 2012, and recommend it for approval. This invoice should be placed on the September 20, 2012, Commission meeting accounts payable.

August 2012
Gorski & Good

| CATEGORY | <u>FEES</u> | <u>HOURS BILLED</u> | <u>AVERAGE HOURLY RATE</u> | <u>ATTORNEYS & PARALEGALS EMPLOYED</u> | <u>MAJOR ACTIVITIES</u> |
|----------|-------------------|-------------------------|------------------------------------|--|---|
| General | \$7,720.00 | 38.60 | \$200.00 | Gorski (34.6 @ \$200/hr.); Jones (4 @ \$200/hr.) | various (review of board packet material, various agreements, contracts, ethics ordinance, by-laws) |
| Misc. | <u>\$184.82</u> | <u>38.60</u> | <u>\$200.00</u> | | |
| | <u>\$7,904.82</u> | <u>38.60</u> | <u>\$200.00</u> | | |



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz
General Manager

DATE: September 13, 2012

SUBJECT: July Services Invoice

I reviewed the Holland & Knight August 22, 2012 invoice for services rendered during the period July 2, 2012 – July 30, 2012, and recommend it for approval. This invoice should be placed on the September 20, 2012, Commission meeting accounts payable.

July 2012
Holland & Knight

| CATEGORY | <u>FEEES</u> | <u>HOURS BILLED</u> | <u>AVERAGE HOURLY RATE</u> | <u>ATTORNEYS & PARALEGALS EMPLOYED</u> | <u>MAJOR ACTIVITIES</u> |
|----------|-------------------|-------------------------|------------------------------------|--|-------------------------|
| General | \$2,640.00 | 8.80 | \$300.00 | Adams (8.80 @ \$300/hr.) | board packet material |
| Travel | \$0.00 | | | | |
| | <u>\$2,640.00</u> | <u>8.80</u> | <u>\$300.00</u> | | |

Administration\Lists\H&K Legal Bill.xls



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz
General Manager

DATE: September 13, 2012

SUBJECT: April-August Services Invoice

I reviewed Laner Muchin Dombrow Becker Levin and Tominberg's September 1, 2012, invoice for services rendered during the period April 30, 2012 through August 1, 2012, and recommend it for approval. This invoice should be placed on the September 20, 2012, Commission meeting accounts payable.

April -August 2012
Laner Muchin

| CATEGORY | <u>FEES</u> | <u>HOURS BILLED</u> | <u>AVERAGE HOURLY RATE</u> | <u>ATTORNEYS & PARALEGALS EMPLOYED</u> | <u>MAJOR ACTIVITIES</u> |
|-----------------------------|-------------------|-------------------------|------------------------------------|--|---|
| Labor Relations/Audit | \$1,435.00 | 7.00 | \$205.00 | O'Brien (4.00 @ \$205/hr.); | Collective Bargaining and Prepare Audit |
| Electronic Research Expense | <u>\$200.24</u> | <u>7.00</u> | <u>\$205.00</u> | Leitenberger (3.00 @ \$205/hr.) | Letter Response |
| | <u>\$1,635.24</u> | <u>7.00</u> | <u>\$205.00</u> | | |