



DuPage Water Commission

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

AGENDA

DUPAGE WATER COMMISSION

THURSDAY, MARCH 19, 2015
7:00 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
(Majority of the Commissioners then in Office—minimum 7)
- III. Public Comments (limited to 3 minutes per person)
- IV. Approval of Minutes
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the February 19, 2015 Regular Meeting and the Minutes of the February 19, 2015 Special Committee of the Whole Meeting of the DuPage Water Commission (Voice Vote).

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

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

- VI. Committee Reports
 - A. Finance Committee
 1. Report of 3/19/15 Finance Committee
 2. Actions on Other Items Listed on 3/19/15 Finance Committee Agenda
 - B. Administration Committee
 1. Report of 3/19/15 Administration Committee

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

2. Ordinance No. O-1-15: 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-1-15: An Ordinance Amending and Restating the By-Laws of the DuPage Water Commission (Roll Call)

3. Actions on Other Items Listed on 3/19/15 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 3/19/15 Engineering & Construction Committee
2. Resolution No. R-5-15: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 at the March 19, 2015 DuPage Water Commission Meeting (**McWilliams Electric Co. total cost not-to-exceed \$11,020.00**)

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

3. Resolution No. R-6-15: A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase Material and Labor Service for the Commission's Emergency Generator System including Ancillary Equipment at a **cost not-to-exceed \$100,000.00 from Patten Power Systems**

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

(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-7-15: A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase Labor and Equipment Services for Emergency Leak Detection from **Pure Technologies U.S. Inc. at a cost not-to-exceed \$52,000.00**

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

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

5. Resolution No. R-8-15: A Resolution Authorizing the Termination of an Agreement with Tank Industry Consultants, Inc. and the Execution of an Agreement Between the DuPage Water Commission and Dixon Engineering, Inc., for Professional Engineering Services (**Dixon Engineering, Inc. estimated cost of \$110,440.00**).

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

6. Request For Board Action - Authorization for Replacement of HVAC Rooftop Unit (**Hill Mechanical Services at a cost of \$28,981.00**)

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

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

7. Actions on Other Items Listed on 3/19/15 Engineering & Construction Committee Agenda

VII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$7,547,611.19 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 \$739,500.00 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

Discussion of FY2015-2016 Annual Tentative Draft Budget

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, FEBRUARY 19, 2015
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 7:08 P.M.

Commissioners in attendance: J. Broda, L. Crawford, J. Fennell, R. Furstenau, D. Loftus, D. Novotny, J. Pruyn, D. Russo, M. Scheck, P. Suess, and J. Zay

Commissioners Absent: R. Gans and F. Saverino

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

PUBLIC COMMENT

None

APPROVAL OF MINUTES

Commissioner Broda moved to approve the Minutes of the January 15, 2015 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Russo.

After Commissioner Furstenau referred to page 1 under Office Appointment of the Vice-Chairman noting that the commencement date of 2017 should be changed to 2015, the motion was unanimously approved as amended by a Voice Vote.

All voted aye. Motion carried.

TREASURER REPORT

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

Treasurer Ellsworth pointed out the \$90.9 million of cash and investments on page 4, which reflected an increase of about \$2.7 million from the previous month. Treasurer Ellsworth also pointed out the schedule of investments on pages 5 through 9 totaling \$85.6 million and the market yield on the total portfolio showed 70 basis points which had slightly increased from the prior month. On page 10, the statement of cash flows showed an increase in cash and investments by about \$20.9 million and operating activities increased cash by approximately \$11.9 million, roughly \$27.1 million of sales tax was received, and principal and interest debt payments on bonds totaled about \$17.8 million. On page 11, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements and approximately \$15.5 million of outstanding debt in Table 3, Row J.

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

All voted aye. Motion carried.

COMMITTEE REPORTS

Finance Committee – Reported by Commissioner Suess

Commissioner Suess reported that the Finance Committee had reviewed and recommended for approval all action items listed on the Finance Agenda. After Commissioner Suess provided a brief summary of the items, he welcomed any questions. Hearing none, Commissioner Suess moved to adopt item numbers 2 and 3 under the Finance Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: R. Gans and F. Saverino

Item 2: Request For Board Action: Authorizing the Transfer of Funds from the General Account to the Capital Reserve Account

Item 3: Resolution No. R-4-15: A Resolution Authorizing a First Amendment to the Investment Advisory Agreement with PFM Asset Management LLC

Administration Committee – Reported by Commissioner Crawford

Commissioner Crawford reported that the Administration Committee did not have any actions items, but had discussed hiring the services of a Human Resource Consultant and current legislation relating to the Commission.

With regards to a Human Resource Consultant, Commissioner Crawford noted that staff had contacted several organizations for information regarding services and that it had been staff's recommendation to hire Reach HR Consulting as they seemed to be the most suited for the Commission's needs with services provided on an as needed basis and within the spending authority of General Manager Spatz.

With regards to current legislation, Commissioner Crawford noted that the Committee had discussed a couple pieces of legislation related to the Commission. The first piece was SB0816 which would remove the Water Act of 1985 from previous legislation. Commissioner Crawford stated that General Manager Spatz had received a request from the Commission's lobbyist John J. Millner asking for a fact sheet outlining the ramification of dissolving the Commission. Commissioner Crawford noted that a fact sheet would be drafted within the next couple of weeks and welcomed other Commissioner's to participate. For members not able to participate, General Manager Spatz reassured that any fact sheet developed would be email to all Commissioner's for input, changes, etc.

Minutes of the 2/19/15 Commission Meeting

The second piece of legislation was a Water Rate Protection Act sponsored by Representative Welch that had been reintroduced. Commissioner Crawford noted that the Committee had discussed the Act and recommended moving forward with the process to eliminate the Commission from this Act.

Commissioner Crawford concluded her report by referring back to Board approval of an Ordinance that had amended the General Manager's spending authority level during emergency situations. Commissioner Crawford noted that the Ordinance that had been previously approved did not include the language to approve payroll and payroll related items. Therefore, a corrected Ordinance amended the spending authority would be on the March agenda for consideration.

Engineering & Construction Committee – Reported by Commissioner Loftus

Commissioner Loftus reported that the Engineering & Construction Committee had reviewed and recommended for approval all action items listed on the Engineering & Construction Agenda. After providing a brief summary of all items, Commissioner Loftus specifically referred to Item Number 3 noting that a copy of the Resolution had been emailed to all members earlier that day as well as a hard copy being provided at the meeting. Because of the uniqueness of the project and the limited time for review, Commissioner Loftus offered to answer any questions or clarity on the item. Hearing none, Commissioner Loftus moved to adopt item numbers 2 through 4 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: R. Gans and F. Saverino

Item 2: Resolution No. R-2-15: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 at the February 19, 2015 DuPage Water Commission Meeting

Item 3: Resolution No. R-3-15: A Resolution Awarding a Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 2 and No. 4 West (Contract SS-6/15)

Item 4: Request For Board Action: To Authorize a Change in Completion Date of QRE-6.016 Work Authorization Order from January 16, 2015 to March 31, 2015 with no change in price

Commissioner Loftus concluded his report by thanking staff for working quickly to prepare Resolution No. R-3-15 as the final information had only been received the previous day.

Minutes of the 2/19/15 Commission Meeting

ACCOUNTS PAYABLE

Commissioner Furstenau moved to approve the Accounts Payable in the amount of \$8,502,248.20 subject to submission of all contractually required documentation, for invoices that have been received and the Accounts Payable in the amount of \$675,095.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Broda and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: R. Gans and F. Saverino

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 Broda moved to adjourn the meeting at 7:20 P.M. Seconded by Commissioner Russo and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**MINUTES OF A SPECIAL COMMITTEE OF THE WHOLE
MEETING OF THE DUPAGE WATER COMMISSION
HELD ON THURSDAY, FEBRUARY 19, 2015
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 6:35 P.M.

Commissioners in attendance: J. Broda, L. Crawford, J. Fennell, R. Furstenau, D. Loftus, D. Novotny, J. Pruyn, D. Russo, M. Scheck, P. Suess and J. Zay

Commissioners Absent: R. Gans and F. Saverino

Also in attendance: Treasurer D. Ellsworth, J. Spatz, C. Johnson, C. Peterson, T. McGhee, J. Rodriguez, R. C. Bostick, J. Schori, M. Weed, F. Frelka, and E. Kazmierczak

TENTATIVE DRAFT FISCAL YEAR 2015-2016 BUDGET

General Manager Spatz began his presentation by commending the Commissioner's for their hard work over the last four years noting that the Commission had reached a turning point and was now in a position to lower the water rates by slightly over 2%. Because of this turning point, General Manager Spatz noted that when the Commission's annual \$35M in sales tax sunsets in 2016, the customers would not see a spike in their water rates.

General Manager Spatz began his presentation on the Tentative Draft Fiscal Year 2015-2016 Budget, highlighting debt activity, investment activity and any new requirements, budget trends over the last several years, comparative projections, the capital five year plan which includes new projects resulting from the condition assessment project, the rate model, O&M costs, and fixed costs going forward.

General Manager Spatz began his PowerPoint presentation by comparing the debt activity from 2011 to present day noting that the Commission's debt in 2011 reflected \$70M in debt certificates with \$72M remaining on the revenue bonds compared to present day debt in which the Commission had paid off the debt certificates 18 months early with approximately \$15M remaining on the revenue bonds at an interest rate slightly below 1%.

With regards to the Investment and Reserve Activity, General Manager Spatz noted that the Commission was actively investing with a diversified portfolio earning a market yield of about 66 basis points noting that the Commission had restructured its reserve accounts. Currently, the Commission has met the minimum requirement of 120 days of total expenses (approximately \$37M) in the operating reserve account which includes capital, less depreciation. However, the operating reserve amount is expected to increase to approximately \$40M due to the January 1st water rate increase. The capital reserve account would increase approximately \$4M based upon the new five year capital plan. The long term capital reserve would require an additional \$2.1M in FY 2015-2016. In FY2015-2016 the total reserve requirement would be approximately \$77M based upon the Commission's policies.

Minutes of the 2/19/15 Committee of the Whole Meeting

Next, General Manager Spatz presented the management budget trends over the last several years noting that the total operating expenditures decreased by \$9.1M (over 42%) from the FY2011-2012 budget to the proposed FY2015-2016 budget.

General Manager Spatz reported on the budget projections starting with the revenue chart; water sales makes up 77.6% or \$124.8M, sales tax makes 21.6% or \$34.7M and other income makes up about 0.8% or \$1.3M. Missing from the Revenue projection was the Fixed Cost which in previous years used to be approximately 5% or \$7.1M. On the expense chart, General Manager Spatz reported that direct water distribution costs makes up 87.6%, depreciation is at 6.7%, personnel services is 3.5%, professional services is 0.7% and insurance, administrative costs, and bond interest were about 0.5%.

General Manager Spatz briefly reviewed the total revenues and total operating expenditures noting that the revenues reflected an increase from \$109.8M to \$124.8M due to the 17% water rate increase as of January 1st and the shifting of the fixed cost to O&M starting May 1st. Total operating expenditures were budgeted to increase from \$116.4M to \$123.3M mainly due to water rate increases from the City of Chicago.

2015-2020 FIVE-YEAR CAPITAL IMPROVEMENT PLAN

General Manager Spatz began by pointing out several new projects that had been added based on the recent condition assessment with expenditures totaling about \$5.8M per year and provided a brief summary of the new projects which included:

- Replacement of the telephone system
- Rehab of the high lift pumps (approx. 1 to 2 pumps rehabbed each year)
- High lift pump vibration monitoring upgrade
- Portable Emergency Generator upgrades
- Generator Building wall and Masonry Rehab
- Admin Bldg/ Pump Station Bldg Rehab
- E & W Effluent Vault Rehab
- Reservoir Influent Building Rehab

Commissioner Suess mentioned benchmarking the Commission against other utilities and General Manager Spatz stated that that was something the Commission would continue to track.

Before concluding his presentation, General Manager Spatz shared that a Press Conference was held at the Commission facility the previous week. Guest speakers included Governor Bruce Rauner, Lt. Governor Evelyn Sanguinetti, DuPage County Board Chairman Dan Cronin, and Chairman Jim Zay. The topic was government reform and consolidation. General Manager Spatz noted that Chairman Cronin, during his speech, expressed how pleased he had been with the strong leadership of Chairman Zay and Board members; calling the Commission a sustainable utility and an excellent example of government transformation.

Minutes of the 2/19/15 Committee of the Whole Meeting

Chairman Zay thanked staff for their help in organizing such a great event noting how far the Commission had come from four years ago noting the Commission's success was truly a credit to all.

After Chairman Zay reminded Board members to submit, to staff, any/all of their questions and preferable in advance of the March meeting to allow staff the time to prepare a full Question/Answer explanation sheet, he then asked for a consensus to allow staff to distribute the Tentative Draft FY 2015-2016 Management Budget to the Commission's customers to which all agreed.

Before the meeting adjourned, Commissioner Suess expressed his appreciation for the leadership of General Manager Spatz and to staff members for their hard work on the budget noted how much progress had been accomplished.

Commissioner Broda moved to adjourn the meeting at 7:05 P.M. Seconded by Commissioner Scheck and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

TO: Chairman and Commissioners
FROM: Douglas Ellsworth, Treasurer
DATE: March 10, 2015
SUBJECT: TREASURER'S REPORT – FEBRUARY 28, 2015

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of February, 2015. I have also reviewed the monthly financial statements and budget status reports, and found them to be in order.

Summary of Cash & Investments (Page 4)

1. Cash and investments totaled \$90.4 million at February 28th, a decrease of \$482,702 from the previous month. The decrease can be attributed to several customer payments arriving after February 28th (but before the actual due date). Normally we would have seen cash increase by at least \$2 million. This is merely a timing issue. March's financial statements will reflect a larger than normal increase in cash and investments.
2. The balance in the BMO Harris checking account was \$3.2 million at February 28th, a decrease from the \$5.2 million reported last month. Excess cash on hand at the end of January was moved to the investment account during February.
3. The BMO Harris money market account had \$12.0 million at month-end, an increase of \$1.0 million over last month.
4. During February, the IIIT money market account decreased by \$3.1 million, for an ending balance of \$323,514. PFM made numerous investment purchases during the month.
5. Our holdings of U.S. treasury securities increased by \$3.5 million in February, for a total balance of \$40.2 million. Our investment in U.S. Agency securities decreased by \$453,011, for a balance of \$23.2 million. Municipal bond investments increased by \$533,628, for a balance of \$5.2 million. The schedule on page 4 shows the total balances in each investment type.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. Over the past ten months the Commission's cash and investments increased a total of \$20.5 million.
 - The Operating & Maintenance Account increased by \$3.1 million for a balance of \$14.1 million.
 - The General Account decreased by \$6.3 million, for an ending balance of \$4.2 million. The funds were moved to the Capital Reserve Fund created this fiscal year. \$3 million was moved

to the Capital Reserve Fund in February pursuant to the approval of the Board of Commissioners.

- The Sales Tax Account decreased by \$7.1 million for an ending balance of \$2.1 million. \$2.0 million transferred to the Long-Term Capital Reserve Fund at the beginning of the year to fully fund the year's commitment of \$175,000 per month. An additional \$5 million was transferred to the recently created Capital Reserve Fund.
- The Long-Term Capital Reserve Account increased \$2.2 million due to a decision to fully fund the year's scheduled transfers into this fund. Besides the \$2.0 million transferred from the Sales Tax account, \$100,000 was transferred from the General Account. The February 28th balance was \$5.8 million.
- The Operating Reserve Account increased \$3.3 million for a total balance of \$37.7 million. The increase was the result of our target of maintaining an operating reserve of 120 days of the operating budget.
- The recently created Capital Reserve Fund ended February with a balance of \$25.3 million, with funds having been transferred from the General and Sales Tax accounts.

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

Cash and Investments by Account

| Account | Balance 4/30/2014 | Balance 2/28/2015 | YTD Increase (Decrease) |
|-------------------------------------|----------------------|----------------------|----------------------------|
| Operations & Maintenance | \$10,909,467 | \$14,051,428 | \$3,141,961 |
| Bond Interest | 22,545 | 13,726 | (8,819) |
| Bond Principal | 1,164,550 | 1,180,000 | 15,450 |
| General Account | 10,573,642 | 4,239,782 | (6,333,860) |
| Sales Tax | 9,182,877 | 2,119,125 | (7,063,752) |
| Operating Reserve | 34,435,593 | 37,721,056 | 3,285,463 |
| Capital Reserve | 0 | 25,272,061 | 25,272,061 |
| Long-Term Cap. Reserve | 3,658,775 | 5,810,946 | 2,152,171 |
| Total Cash & Investments | \$69,947,449 | \$90,408,124 | \$20,460,675 |

Schedule of Investments (Pages 5-10)

1. The average yield to maturity on the Commission's investments was 0.76%, up slightly over the 0.70% reported last month. The weighted-average maturity of the Commission's investments was 669 days, or just under two years.
2. Due to an increase in interest rates during February, our portfolio's market value fell slightly. We are showing unrealized gains of \$93,579 at February 28th, compared to unrealized gains of \$392,617 at the end of January. However, at the beginning of the fiscal year we were reporting unrealized losses of \$47,728.
3. The amortized cost of our investments was \$87.2 million at February 28th, an increase of \$1.6 million over the prior month. Our investments are \$19.5 million higher than the start of the fiscal year.

Statement of Cash Flows (Page 11)

1. The statement of cash flows shows a breakdown of the \$20.5 million increase in cash & investments since the beginning of the fiscal year.
2. Operating activities increased cash by \$9.5 million.
3. \$30.1 million of sales tax revenue was received.
4. Debt service payments totaled \$18.9 million.
5. Cash flow from Investment activity generated \$379,447.

Reserve Analysis (Page 12)

1. The reserve analysis report shows the commission has met or exceeded all reserve targets at February 28th.
2. The Operating Reserve account is \$568,715 over its target of \$37.2 million.
3. The Operating and Maintenance account has \$14.1 million, which is \$5.7 million higher than target.
4. The Capital Reserve Fund, which was created in December of 2014, had \$25.3 million as of February 28th. The \$25.3 million coincides with the total amount reflected in the current five-year capital improvements plan. We are ahead of schedule with funding this account, as the goal was to have \$25.3 million in the Fund by the time the sales tax ends in 2016.
5. There was \$14.3 million of debt outstanding at February 28th, a reduction of \$1.2 million from last month. For the year to date, \$18.8 million of debt has been retired.

Respectfully submitted,



Douglas R. Ellsworth, CPA
Treasurer

DU PAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 February 28, 2015

| FUNDS CONSIST OF: | February 28, 2015 | January 31, 2015 | INCR. - (DECR.) |
|--|----------------------|----------------------|-----------------------|
| PETTY CASH | 1,200.00 | 1,200.00 | 0.00 |
| CASH AT HARRIS BANK | 3,209,578.43 | 5,249,005.42 | (2,039,426.99) |
| TOTAL CASH | 3,210,778.43 | 5,250,205.42 | (2,039,426.99) |
| IIIT MONEY MARKET FUNDS | 323,514.49 | 3,412,410.23 | (3,088,895.74) |
| BMO HARRIS MONEY MARKET FUNDS | 12,034,376.32 | 11,033,613.40 | 1,000,762.92 |
| U. S. TREASURY INVESTMENTS | 40,172,387.54 | 36,689,057.55 | 3,483,329.99 |
| U. S. AGENCY INVESTMENTS | 23,213,924.44 | 23,666,935.52 | (453,011.08) |
| MUNICIPAL BONDS | 5,172,024.03 | 4,638,395.12 | 533,628.91 |
| COMMERCIAL PAPER | 5,898,233.51 | 5,897,214.23 | 1,019.28 |
| ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG | 382,885.55 | 302,994.97 | 79,890.58 |
| TOTAL INVESTMENTS | 87,197,345.88 | 85,640,621.02 | 1,556,724.86 |
| TOTAL CASH AND INVESTMENTS | 90,408,124.31 | 90,890,826.44 | (482,702.13) |
| | | | |
| | February 28, 2015 | January 31, 2015 | % CHANGE |
| IIIT MONEY MARKET FUNDS | 0.4% | 4.1% | -90.5% |
| BMO HARRIS MONEY MARKET FUNDS | 13.8% | 12.9% | 9.1% |
| U. S. TREASURY INVESTMENTS | 46.1% | 42.8% | 9.5% |
| U. S. AGENCY INVESTMENTS | 26.6% | 27.6% | -1.9% |
| MUNICIPAL BONDS | 5.9% | 5.4% | 11.5% |
| COMMERCIAL PAPER | 6.8% | 6.9% | 0.0% |
| ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG | 0.4% | 0.4% | 26.4% |
| TOTAL INVESTMENTS | 100.0% | 100.1% | 1.8% |

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
February 28, 2015

| FUND SOURCE | COUPON RATE | PURCHASE DATE | MATURITY DATE | | YIELD TO MATURITY (COST) | PAR VALUE | AMORTIZED COST | AMORTIZED DISCOUNT (PREMIUM) | PURCHASE PRICE | ACCRUED INTEREST 02/28/15 |
|--|-------------|-----------------------|---------------|-----|--------------------------|------------------|------------------|------------------------------|------------------|---------------------------|
| Water Fund Oper. & Maint. Acct. (01-1211.03) | | | | | | | | | | |
| BMO Harris - Money Market | 0.160% | 02/28/15 | 03/01/15 | 1 | 0.160% | \$ 10,840,650.29 | \$ 10,840,650.29 | \$ - | \$ 10,840,650.29 | - |
| Revenue Bond Interest Account (01-1212) | | | | | | | | | | |
| BMO Harris | 0.000% | 02/28/15 | 03/01/15 | | 0.000% | \$ 13,726.03 | \$ 13,726.03 | \$ - | \$ 13,726.03 | \$ - |
| Revenue Bond Principal (01-1213) | | | | | | | | | | |
| BMO Harris | 0.000% | 02/28/15 | 03/01/15 | | 0.000% | \$ 1,180,000.00 | \$ 1,180,000.00 | \$ - | \$ 1,180,000.00 | \$ - |
| Water Fund General Account (01-1217 & 1217.01) | | | | | | | | | | |
| IIIT - Money Market | 0.030% | 02/28/15 | 03/01/15 | 1 | 0.030% | 240,390.54 | 240,390.54 | - | 240,390.54 | - |
| JP Morgan Securities CP | 0.000% | 01/20/15 | 03/18/15 | 18 | 0.180% | 1,300,000.00 | 1,299,889.50 | 260.00 | 1,299,629.50 | - |
| Bank of Tokyo Mitsubishi CP | 0.000% | 01/20/15 | 03/30/15 | 30 | 0.210% | 1,350,000.00 | 1,349,771.62 | 314.99 | 1,349,456.63 | - |
| BNP Paribas Finance Inc CP | 0.000% | 01/20/15 | 04/06/15 | 37 | 0.200% | 1,350,000.00 | 1,349,730.00 | 300.00 | 1,349,430.00 | - |
| | | | | | 0.187% | \$ 4,240,390.54 | \$ 4,239,781.66 | \$ 874.99 | \$ 4,238,906.67 | \$ - |
| | | Weighted Avg Maturity | 27 | | | | | | | |
| Sales Tax Funds (01-1230 & 01-1230.01) | | | | | | | | | | |
| IIIT - Money Market | 0.030% | 02/28/15 | 03/01/15 | 1 | 0.030% | 24,259.88 | 24,259.88 | - | 24,259.88 | - |
| US Treasury Notes | 2.000% | 01/30/13 | 01/31/16 | 337 | 0.440% | 35,000.00 | 35,501.26 | (1,120.22) | 36,621.48 | 1.93 |
| US Treasury Notes | 2.000% | 03/04/14 | 01/31/16 | 337 | 0.300% | 170,000.00 | 172,653.62 | (2,844.82) | 175,498.44 | 9.39 |
| US Treasury Notes | 0.375% | 06/03/14 | 05/31/16 | 458 | 0.380% | 75,000.00 | 74,992.64 | 4.36 | 74,988.28 | 48.68 |
| US Treasury Notes | 1.750% | 04/04/14 | 05/31/16 | 458 | 0.540% | 150,000.00 | 152,267.26 | (1,635.08) | 153,902.34 | 454.33 |
| MD ST Econ Dev Corp Rev Bonds | 0.750% | 10/31/12 | 06/01/15 | 93 | 0.730% | 170,000.00 | 170,008.26 | (76.74) | 170,085.00 | 212.50 |
| OR ST GO Bonds | 0.497% | 02/13/13 | 08/01/15 | 154 | 0.500% | 100,000.00 | 100,000.00 | - | 100,000.00 | 248.50 |
| IN ST Bonds Tax Rev | 0.919% | 12/23/13 | 01/15/16 | 321 | 0.920% | 150,000.00 | 150,000.00 | - | 150,000.00 | 61.27 |
| Regional Trans Auth, IL Rev Bonds | 0.550% | 05/07/14 | 05/06/16 | 433 | 0.580% | 200,000.00 | 199,919.40 | 55.40 | 199,864.00 | 366.67 |
| FHLB (CALLABLE) Global Notes | 0.375% | 12/30/13 | 12/30/15 | 305 | 0.390% | 150,000.00 | 149,981.27 | 26.27 | 149,955.00 | 48.44 |
| Farmer Mac Agency Notes | 0.350% | 08/11/14 | 02/11/16 | 348 | 0.350% | 200,000.00 | 200,000.00 | - | 200,000.00 | 330.56 |
| Fannie Mae Global Notes | 0.500% | 02/14/13 | 03/30/16 | 396 | 0.540% | 115,000.00 | 114,954.40 | 85.50 | 114,868.90 | 193.26 |
| Fannie Mae Global Notes | 0.500% | 08/29/13 | 03/30/16 | 396 | 0.710% | 150,000.00 | 149,663.88 | 463.38 | 149,200.50 | 252.08 |
| FHLMC Reference Note | 0.400% | 11/21/14 | 05/27/16 | 454 | 0.420% | 125,000.00 | 124,969.36 | 6.86 | 124,962.50 | 97.22 |
| JP Morgan Securities CP | 0.000% | 09/25/14 | 03/23/15 | 23 | 0.250% | 300,000.00 | 299,954.17 | 327.09 | 299,627.08 | - |
| | | Weighted Avg Maturity | 294 | | 0.487% | \$ 2,114,259.88 | \$ 2,119,125.40 | \$ (4,708.00) | \$ 2,123,833.40 | \$ 2,324.83 |

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DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 February 28, 2015

| FUND SOURCE | COUPON RATE | PURCHASE DATE | MATURITY DATE | | YIELD TO MATURITY (COST) | PAR VALUE | AMORTIZED COST | AMORTIZED DISCOUNT (PREMIUM) | PURCHASE PRICE | ACCRUED INTEREST 02/28/15 |
|--|-------------|---------------|---------------|-------|--------------------------|--------------|----------------|------------------------------|----------------|---------------------------|
| Water Fund Operating Reserve (01-1218) | | | | | | | | | | |
| IIIT - Money Market | 0.030% | 02/28/15 | 03/01/15 | 1 | 0.030% | 31,700.23 | 31,700.23 | - | 31,700.23 | - |
| US Treasury Notes | 1.000% | 03/06/13 | 10/31/16 | 611 | 0.490% | 1,500,000.00 | 1,512,675.95 | (14,980.30) | 1,527,656.25 | 5,013.81 |
| US Treasury Notes | 4.825% | 01/10/14 | 02/15/17 | 718 | 0.920% | 425,000.00 | 455,504.78 | (17,423.93) | 472,928.71 | 760.19 |
| US Treasury Notes | 1.000% | 02/27/14 | 03/31/17 | 762 | 0.730% | 1,825,000.00 | 1,835,072.78 | (4,755.35) | 1,839,828.13 | 7,620.88 |
| US Treasury Notes | 1.000% | 03/19/14 | 03/31/17 | 762 | 0.920% | 1,850,000.00 | 1,852,946.00 | (1,317.67) | 1,854,263.67 | 7,725.27 |
| US Treasury Notes | 0.625% | 05/15/14 | 05/31/17 | 823 | 0.830% | 1,000,000.00 | 995,539.81 | 1,555.43 | 993,984.38 | 1,562.50 |
| US Treasury Notes | 0.625% | 03/12/13 | 05/31/17 | 823 | 0.720% | 1,100,000.00 | 1,097,786.11 | 1,911.11 | 1,095,875.00 | 1,718.75 |
| US Treasury Notes | 2.500% | 12/09/14 | 06/30/17 | 853 | 0.920% | 750,000.00 | 777,357.37 | (2,613.33) | 779,970.70 | 3,107.73 |
| US Treasury Notes | 0.500% | 02/10/15 | 07/31/17 | 884 | 0.840% | 205,000.00 | 203,322.41 | 36.08 | 203,286.33 | 82.11 |
| US Treasury Notes | 0.625% | 10/31/12 | 09/30/17 | 945 | 0.750% | 100,000.00 | 99,691.59 | 324.41 | 99,367.18 | 260.99 |
| US Treasury Notes | 0.625% | 10/31/12 | 09/30/17 | 945 | 0.750% | 300,000.00 | 299,074.76 | 973.20 | 298,101.56 | 782.97 |
| US Treasury Notes | 0.750% | 11/01/12 | 10/31/17 | 976 | 0.740% | 100,000.00 | 100,031.60 | 187.80 | 99,843.80 | 250.69 |
| US Treasury Notes | 0.625% | 11/05/12 | 10/31/17 | 976 | 0.740% | 175,000.00 | 175,055.30 | 328.65 | 174,726.65 | 438.71 |
| US Treasury Notes | 0.625% | 05/09/14 | 11/30/17 | 1,006 | 1.180% | 675,000.00 | 664,934.56 | 2,907.22 | 662,027.34 | 1,054.69 |
| US Treasury Notes | 0.750% | 03/08/13 | 02/28/18 | 1,096 | 0.850% | 1,500,000.00 | 1,495,589.19 | 2,854.81 | 1,492,734.38 | 30.57 |
| US Treasury Notes | 0.625% | 05/10/13 | 04/30/18 | 1,157 | 0.810% | 625,000.00 | 621,342.83 | 2,031.31 | 619,311.52 | 1,305.68 |
| US Treasury Notes | 1.375% | 02/04/15 | 07/31/18 | 1,249 | 0.920% | 650,000.00 | 659,908.22 | (197.25) | 660,105.47 | 715.99 |
| US Treasury Notes | 1.250% | 10/06/14 | 10/31/18 | 1,341 | 1.470% | 1,125,000.00 | 1,116,146.95 | 946.75 | 1,115,200.20 | 4,700.45 |
| US Treasury Notes | 1.250% | 06/03/14 | 11/30/18 | 1,371 | 1.410% | 655,000.00 | 651,157.30 | 737.19 | 650,420.11 | 2,046.88 |
| US Treasury Notes | 1.500% | 07/31/14 | 01/31/19 | 1,433 | 1.610% | 1,500,000.00 | 1,493,898.68 | 871.32 | 1,493,027.34 | 1,802.49 |
| US Treasury Notes | 1.625% | 09/04/14 | 03/31/19 | 1,492 | 1.600% | 1,000,000.00 | 1,000,984.08 | (109.67) | 1,001,093.75 | 6,785.71 |
| US Treasury Notes | 3.125% | 11/03/14 | 05/15/19 | 1,537 | 1.500% | 325,000.00 | 346,426.25 | (1,603.05) | 348,029.30 | 2,973.93 |
| US Treasury Notes | 1.000% | 02/27/15 | 09/30/19 | 1,675 | 1.420% | 2,200,000.00 | 2,159,055.71 | 47.90 | 2,159,007.81 | 9,186.81 |
| MD ST Econ Dev Corp Rev Bonds | 0.750% | 10/31/12 | 06/01/15 | 93 | 0.730% | 120,000.00 | 120,005.83 | (48.17) | 120,054.00 | 225.00 |
| MD ST Econ Dev Corp Rev Bonds | 0.750% | 10/31/12 | 06/01/15 | 93 | 0.730% | 270,000.00 | 270,013.12 | (108.38) | 270,121.50 | 506.25 |
| MD ST Econ Dev Corp Rev Bonds | 0.750% | 10/31/12 | 06/01/15 | 93 | 0.730% | 300,000.00 | 300,014.58 | (120.42) | 300,135.00 | 562.50 |
| OR ST GO Bonds | 0.497% | 02/13/13 | 08/01/15 | 154 | 0.500% | 135,000.00 | 135,000.00 | 41.85 | 134,958.15 | 55.91 |
| IN ST Bonds Tax Rev | 0.919% | 12/23/13 | 01/15/16 | 321 | 0.920% | 350,000.00 | 350,000.00 | - | 350,000.00 | 411.00 |
| CA ST GO Bonds | 1.050% | 03/27/13 | 02/01/16 | 338 | 0.930% | 275,000.00 | 275,301.94 | (627.56) | 275,929.50 | 240.63 |
| Regional Trans Auth, IL Rev Bonds | 0.550% | 05/07/14 | 05/06/16 | 433 | 0.580% | 850,000.00 | 849,657.46 | 235.46 | 849,422.00 | 1,947.92 |
| IL ST Unemployment Rev Bonds | 5.000% | 07/31/12 | 06/15/16 | 473 | 1.050% | 100,000.00 | 105,037.99 | (8,800.01) | 113,838.00 | 1,055.56 |
| IL ST Unemployment Rev Bonds | 5.000% | 07/31/12 | 06/15/16 | 473 | 1.050% | 300,000.00 | 315,113.96 | (26,400.04) | 341,514.00 | 3,166.67 |
| IN ST Bond Bank Txb Rev Bonds | 1.022% | 06/05/13 | 07/15/16 | 503 | 1.020% | 275,000.00 | 275,000.00 | - | 275,000.00 | 359.12 |
| CA ST Taxable GO Bonds | 1.750% | 10/22/13 | 11/01/17 | 977 | 1.660% | 700,000.00 | 701,688.15 | (810.85) | 702,499.00 | 4,083.33 |
| MS ST Taxable GO Bonds | 1.472% | 02/18/15 | 10/01/18 | 1,311 | 1.470% | 150,000.00 | 150,000.00 | - | 150,000.00 | 79.73 |
| MS ST Taxable GO Bonds | 1.679% | 02/18/15 | 10/01/19 | 1,676 | 1.680% | 310,000.00 | 310,000.00 | - | 310,000.00 | 187.95 |

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DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
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| FUND SOURCE | COUPON RATE | PURCHASE DATE | MATURITY DATE | YIELD TO MATURITY (COST) | PAR VALUE | AMORTIZED COST | AMORTIZED DISCOUNT (PREMIUM) | PURCHASE PRICE | ACCRUED INTEREST 02/28/15 | |
|---|-------------|---------------|-----------------------|--------------------------|-----------|------------------|------------------------------|-----------------|---------------------------|---------------|
| Water Fund Operating Reserve (01-1218) Continued... | | | | | | | | | | |
| Freddie Mac Global Notes | 0.500% | 03/07/13 | 05/13/16 | 440 | 0.500% | 710,000.00 | 709,983.67 | 26.27 | 709,957.40 | 1,065.00 |
| FHLMC Notes | 2.500% | 03/30/12 | 05/27/16 | 454 | 0.960% | 200,000.00 | 203,778.32 | (8,700.08) | 212,478.40 | 1,305.56 |
| FHLMC Notes | 2.500% | 03/30/12 | 05/27/16 | 454 | 0.960% | 500,000.00 | 509,445.81 | (21,750.19) | 531,196.00 | 3,263.89 |
| FHLB Global Notes | 2.000% | 10/29/14 | 09/09/16 | 559 | 0.500% | 895,000.00 | 915,361.67 | (4,510.38) | 919,872.05 | 8,552.22 |
| FNMA Notes | 1.250% | 03/30/12 | 09/28/16 | 578 | 1.060% | 200,000.00 | 200,576.47 | (3,829.73) | 204,406.20 | 1,062.50 |
| FNMA Notes | 1.250% | 03/30/12 | 09/28/16 | 578 | 1.060% | 500,000.00 | 501,441.19 | (9,574.31) | 511,015.50 | 2,856.25 |
| FHLB Global Notes | 0.500% | 08/07/14 | 09/28/16 | 578 | 0.610% | 1,040,000.00 | 1,038,275.71 | 615.71 | 1,037,660.00 | 2,210.00 |
| FHLMC Notes | 0.875% | 10/01/13 | 10/14/16 | 594 | 0.770% | 1,000,000.00 | 1,001,633.04 | (1,406.96) | 1,003,040.00 | 3,329.86 |
| Federal Home Loan Bank Bonds | 1.625% | 04/04/14 | 03/27/17 | 758 | 1.250% | 655,000.00 | 655,530.85 | (6,667.60) | 662,198.45 | 4,553.16 |
| Freddie Mac Global Notes | 1.000% | 08/13/14 | 06/29/17 | 852 | 0.970% | 165,000.00 | 165,127.95 | (29.46) | 165,157.41 | 284.17 |
| Freddie Mac Global Notes | 1.000% | 08/13/14 | 06/29/17 | 852 | 0.960% | 635,000.00 | 635,603.60 | (139.35) | 635,742.95 | 1,093.61 |
| Freddie Mac Global Notes | 1.000% | 07/31/12 | 07/28/17 | 881 | 0.860% | 95,000.00 | 95,310.03 | (254.08) | 95,564.11 | 87.08 |
| Freddie Mac Global Notes | 1.000% | 07/31/12 | 07/28/17 | 881 | 0.860% | 125,000.00 | 125,407.94 | (334.31) | 125,742.25 | 114.58 |
| Fannie Mae Global Notes | 0.875% | 09/06/12 | 08/28/17 | 912 | 0.820% | 200,000.00 | 200,251.97 | 329.97 | 199,922.00 | 4.86 |
| Fannie Mae Global Notes | 0.875% | 09/06/12 | 08/28/17 | 912 | 0.820% | 475,000.00 | 475,598.43 | 783.68 | 474,814.75 | 11.55 |
| Fannie Mae Global Notes | 0.875% | 11/27/13 | 10/26/17 | 971 | 0.820% | 1,300,000.00 | 1,293,187.94 | 3,132.94 | 1,290,055.00 | 3,949.65 |
| Freddie Mac Global Notes | 0.875% | 03/27/13 | 03/07/18 | 1,103 | 0.930% | 450,000.00 | 449,269.00 | 457.00 | 448,812.00 | 1,903.13 |
| Freddie Mac Global Notes | 0.875% | 03/12/13 | 03/07/18 | 1,103 | 1.020% | 1,100,000.00 | 1,095,120.08 | 3,106.08 | 1,092,014.00 | 4,652.08 |
| Fannie Mae Global Notes | 0.875% | 05/24/13 | 05/21/18 | 1,178 | 1.190% | 500,000.00 | 495,041.04 | 2,616.04 | 492,425.00 | 1,215.28 |
| Fannie Mae Global Notes | 0.875% | 05/22/13 | 05/21/18 | 1,178 | 1.050% | 1,000,000.00 | 994,495.65 | 2,945.65 | 991,550.00 | 2,430.56 |
| Fannie Mae Global Notes | 1.625% | 10/23/14 | 11/27/18 | 1,368 | 1.390% | 990,000.00 | 998,612.13 | (792.87) | 999,405.00 | 4,200.63 |
| Freddie Mac Global Notes | 1.750% | 12/03/14 | 05/30/19 | 1,552 | 1.490% | 475,000.00 | 480,111.08 | (284.92) | 480,396.00 | 2,101.22 |
| FNMA Notes | 1.750% | 12/03/14 | 11/26/19 | 1,732 | 1.610% | 475,000.00 | 477,919.05 | (144.70) | 478,063.75 | 2,193.58 |
| FANNIEMAE ACES 2015 | 1.626% | 01/30/15 | 02/01/18 | 1,069 | 1.260% | 200,000.00 | 201,937.63 | (60.87) | 201,998.50 | 271.00 |
| | | | Weighted Avg Maturity | 964 | 1.011% | \$ 37,636,700.23 | \$ 37,721,055.72 | \$ (108,391.96) | \$ 37,829,447.68 | \$ 125,320.79 |

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 February 28, 2015

| FUND SOURCE | COUPON RATE | PURCHASE DATE | MATURITY DATE | | YIELD TO MATURITY (COST) | PAR VALUE | AMORTIZED COST | AMORTIZED DISCOUNT (PREMIUM) | PURCHASE PRICE | ACCRUED INTEREST 02/28/15 |
|--|-------------|---------------|---------------|-------|--------------------------|-----------------|-----------------|------------------------------|-----------------|---------------------------|
| Water Fund L-T Water Capital Reserve (01-1219) | | | | | | | | | | |
| IIIT - Money Market (PFM Asset Management) | 0.030% | 02/28/15 | 03/01/15 | 1 | 0.030% | 7,422.69 | 7,422.69 | - | 7,422.69 | - |
| US Treasury Notes | 2.750% | 10/21/13 | 11/30/16 | 641 | 0.690% | 10,000.00 | 10,357.59 | (274.83) | 10,632.42 | 68.75 |
| US Treasury Notes | 2.750% | 12/13/13 | 11/30/16 | 641 | 0.670% | 145,000.00 | 150,250.36 | (3,608.24) | 153,858.60 | 996.88 |
| US Treasury Notes | 1.000% | 03/17/14 | 03/31/17 | 762 | 0.790% | 175,000.00 | 175,766.56 | (347.70) | 176,114.26 | 730.77 |
| US Treasury Notes | 1.000% | 04/11/14 | 03/31/17 | 762 | 0.780% | 175,000.00 | 175,779.19 | (328.23) | 176,107.42 | 730.77 |
| US Treasury Notes | 0.625% | 02/05/14 | 05/31/17 | 823 | 0.820% | 365,000.00 | 363,393.19 | 560.38 | 362,832.81 | 570.31 |
| US Treasury Notes | 0.625% | 05/15/14 | 11/30/17 | 1,006 | 1.030% | 425,000.00 | 420,305.41 | 1,331.78 | 418,973.63 | 664.06 |
| US Treasury Notes | 0.750% | 12/31/13 | 02/28/18 | 1,096 | 1.380% | 485,000.00 | 476,119.26 | 3,357.93 | 472,761.33 | 9.88 |
| US Treasury Notes | 0.625% | 05/13/13 | 04/30/18 | 1,157 | 0.820% | 180,000.00 | 178,888.46 | 618.15 | 178,270.31 | 376.04 |
| US Treasury Notes | 0.625% | 05/15/13 | 04/30/18 | 1,157 | 0.820% | 180,000.00 | 178,901.45 | 610.04 | 178,291.41 | 376.04 |
| US Treasury Notes | 1.375% | 02/20/15 | 09/30/18 | 1,310 | 1.260% | 430,000.00 | 431,735.52 | (11.36) | 431,746.88 | 2,468.96 |
| US Treasury Notes | 1.250% | 01/12/15 | 02/29/20 | 1,827 | 1.480% | 475,000.00 | 469,737.09 | 136.50 | 469,600.59 | 16.13 |
| US Treasury Notes | 2.625% | 01/12/15 | 11/15/20 | 2,087 | 1.640% | 300,000.00 | 316,097.34 | (355.79) | 316,453.13 | 2,305.94 |
| US Treasury Notes | 2.000% | 01/12/15 | 05/31/21 | 2,284 | 1.720% | 300,000.00 | 304,883.53 | (96.94) | 304,980.47 | 1,500.00 |
| US Treasury Notes | 1.875% | 01/12/15 | 11/30/21 | 2,467 | 1.780% | 260,000.00 | 261,646.11 | (29.67) | 261,675.78 | 1,218.75 |
| US Treasury Notes | 1.625% | 02/26/15 | 08/15/22 | 2,725 | 1.780% | 175,000.00 | 172,664.55 | 2.44 | 172,662.11 | 109.98 |
| MS ST Taxable GO Bonds | 1.679% | 02/18/15 | 10/01/19 | 1,676 | 1.680% | 40,000.00 | 40,000.00 | - | 40,000.00 | 24.25 |
| Freddie Mac Global Notes | 1.000% | 08/13/14 | 06/29/17 | 852 | 0.970% | 80,000.00 | 80,062.03 | (14.29) | 80,076.32 | 137.78 |
| Freddie Mac Global Notes | 1.000% | 08/13/14 | 06/29/17 | 852 | 0.960% | 300,000.00 | 300,285.17 | (65.83) | 300,351.00 | 516.67 |
| Fannie Mae Global Notes | 0.875% | 05/15/14 | 05/21/18 | 1,178 | 1.300% | 425,000.00 | 419,274.49 | 1,376.24 | 417,898.25 | 1,032.99 |
| Fannie Mae Global Notes | 1.625% | 12/31/13 | 11/27/18 | 1,368 | 1.780% | 475,000.00 | 472,390.99 | 782.49 | 471,608.50 | 2,015.45 |
| Fannie Mae Benchmark Notes | 1.875% | 05/15/14 | 02/19/19 | 1,452 | 1.550% | 400,000.00 | 404,985.18 | (958.82) | 405,944.00 | 250.00 |
| Weighted Avg Maturity | | | 1.382 | | 1.302% | \$ 5,807,422.69 | \$ 5,810,946.16 | \$ 2,684.25 | \$ 5,808,261.91 | \$ 16,120.40 |

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DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
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| FUND SOURCE | COUPON RATE | PURCHASE DATE | MATURITY DATE | | YIELD TO MATURITY (COST) | PAR VALUE | AMORTIZED COST | AMORTIZED DISCOUNT (PREMIUM) | PURCHASE PRICE | ACCRUED INTEREST 02/28/15 |
|--|-------------|---------------|---------------|-------|--------------------------|--------------|----------------|------------------------------|----------------|---------------------------|
| Capital Reserve (01-1220) | | | | | | | | | | |
| IIIT - Money Market (PFM Asset Management) | 0.497% | 02/28/15 | 03/01/15 | 1 | 0.497% | 19,741.15 | 19,741.15 | - | 19,741.15 | - |
| US Treasury Notes | 2.625% | 12/31/14 | 04/30/16 | 427 | 0.430% | 1,250,000.00 | 1,281,902.60 | (4,523.18) | 1,286,425.78 | 10,967.71 |
| US Treasury Notes | 3.250% | 05/10/13 | 06/30/16 | 488 | 0.410% | 150,000.00 | 155,670.43 | (7,571.76) | 163,242.19 | 808.01 |
| US Treasury Notes | 3.250% | 05/22/13 | 06/30/16 | 488 | 0.530% | 150,000.00 | 155,425.89 | (7,054.58) | 162,480.47 | 808.01 |
| US Treasury Notes | 3.250% | 05/24/13 | 06/30/16 | 488 | 0.440% | 200,000.00 | 207,457.95 | (9,815.49) | 217,273.44 | 1,077.35 |
| US Treasury Notes | 3.250% | 12/31/14 | 06/30/16 | 488 | 0.510% | 750,000.00 | 777,241.02 | (3,374.21) | 780,615.23 | 4,040.06 |
| US Treasury Notes | 1.500% | 01/27/15 | 07/31/16 | 519 | 0.380% | 1,500,000.00 | 1,523,681.40 | (1,513.91) | 1,525,195.31 | 1,802.49 |
| US Treasury Notes | 0.375% | 01/05/15 | 10/31/16 | 611 | 0.620% | 1,000,000.00 | 995,953.45 | 367.51 | 995,585.94 | 1,253.45 |
| US Treasury Notes | 0.875% | 11/01/13 | 11/30/16 | 641 | 0.620% | 200,000.00 | 200,882.75 | (664.12) | 201,546.87 | 437.50 |
| US Treasury Notes | 0.875% | 02/04/15 | 12/31/16 | 672 | 0.440% | 500,000.00 | 503,953.26 | (148.28) | 504,101.56 | 725.14 |
| US Treasury Notes | 0.875% | 12/31/14 | 12/31/16 | 672 | 0.710% | 1,000,000.00 | 1,003,082.45 | (276.93) | 1,003,359.38 | 1,450.28 |
| US Treasury Notes | 1.000% | 03/19/14 | 03/31/17 | 762 | 0.920% | 150,000.00 | 150,238.86 | (106.84) | 150,345.70 | 626.37 |
| US Treasury Notes | 1.000% | 10/06/14 | 03/31/17 | 762 | 0.800% | 200,000.00 | 200,820.14 | (156.42) | 200,976.56 | 835.16 |
| US Treasury Notes | 1.000% | 12/31/14 | 03/31/17 | 762 | 0.810% | 1,000,000.00 | 1,003,949.51 | (308.30) | 1,004,257.81 | 4,175.82 |
| US Treasury Notes | 1.000% | 02/27/15 | 03/31/17 | 762 | 0.680% | 1,570,000.00 | 1,580,459.81 | (27.30) | 1,580,487.11 | 6,556.04 |
| US Treasury Notes | 0.625% | 06/03/14 | 05/31/17 | 823 | 0.810% | 75,000.00 | 74,686.23 | 102.25 | 74,583.98 | 117.19 |
| US Treasury Notes | 0.500% | 07/07/14 | 07/31/17 | 884 | 0.960% | 35,000.00 | 34,615.83 | 101.18 | 34,514.65 | 14.02 |
| US Treasury Notes | 0.500% | 02/10/15 | 07/31/17 | 884 | 0.840% | 115,000.00 | 114,058.91 | 20.24 | 114,038.67 | 46.06 |
| US Treasury Notes | 0.500% | 12/31/14 | 07/31/17 | 884 | 0.960% | 1,000,000.00 | 989,056.05 | 735.74 | 988,320.31 | 400.55 |
| US Treasury Notes | 0.500% | 01/27/15 | 07/31/17 | 884 | 0.740% | 1,500,000.00 | 1,481,244.70 | 326.73 | 1,490,917.97 | 600.83 |
| US Treasury Notes | 0.625% | 01/05/15 | 09/30/17 | 945 | 1.020% | 1,000,000.00 | 989,845.22 | 587.41 | 989,257.81 | 2,609.89 |
| US Treasury Notes | 0.625% | 11/03/14 | 11/30/17 | 1,006 | 0.990% | 200,000.00 | 197,998.18 | 232.55 | 197,765.63 | 312.50 |
| US Treasury Notes | 0.750% | 12/03/14 | 12/31/17 | 1,037 | 1.010% | 225,000.00 | 223,362.61 | 138.00 | 223,224.61 | 279.70 |
| US Treasury Notes | 0.875% | 12/31/14 | 01/31/18 | 1,068 | 1.160% | 1,000,000.00 | 991,932.75 | 448.37 | 991,484.38 | 700.97 |
| US Treasury Notes | 0.750% | 02/27/15 | 03/31/18 | 1,127 | 1.040% | 1,200,000.00 | 1,189,424.92 | 18.67 | 1,189,406.25 | 3,758.24 |
| Orange County CA TXBL Rev Bonds | 0.780% | 01/13/15 | 05/02/16 | 429 | 0.780% | 220,000.00 | 220,000.00 | - | 220,000.00 | 228.80 |
| CA ST Taxable GO Bonds | 1.250% | 10/22/13 | 11/01/16 | 612 | 1.090% | 100,000.00 | 100,263.34 | (205.66) | 100,469.00 | 416.67 |
| MS ST Taxable GO Bonds | 1.090% | 02/18/15 | 10/01/17 | 946 | 1.090% | 35,000.00 | 35,000.00 | - | 35,000.00 | 13.78 |

9

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
February 28, 2015

| FUND SOURCE | COUPON RATE | PURCHASE DATE | MATURITY DATE | YIELD TO MATURITY (COST) | PAR VALUE | AMORTIZED COST | AMORTIZED DISCOUNT (PREMIUM) | PURCHASE PRICE | ACCRUED INTEREST 02/28/15 |
|--|-------------|---------------|--------------------------------|--------------------------|------------------|------------------|------------------------------|------------------|---------------------------|
| Capital Reserve (01-1220) Continued... | | | | | | | | | |
| FHLB Notes | 0.250% | 01/26/15 | 01/22/16 | 328 0.270% | 1,500,000.00 | 1,499,684.85 | 34.33 | 1,499,650.52 | 395.83 |
| FNMA Notes | 1.250% | 10/01/13 | 09/28/16 | 578 0.750% | 70,000.00 | 70,548.17 | (485.73) | 71,033.90 | 371.88 |
| FNMA Notes | 1.250% | 10/01/13 | 09/28/16 | 578 0.740% | 105,000.00 | 105,835.35 | (740.29) | 106,575.64 | 557.81 |
| FHLB Notes | 0.500% | 08/07/14 | 09/28/16 | 578 0.610% | 200,000.00 | 199,668.41 | 118.41 | 199,550.00 | 425.00 |
| FHLB Notes | 0.500% | 02/27/15 | 09/28/16 | 578 0.540% | 1,600,000.00 | 1,599,094.46 | 6.46 | 1,599,088.00 | 3,400.00 |
| FHLB Notes | 0.625% | 01/22/15 | 11/23/16 | 634 0.560% | 400,000.00 | 400,473.58 | (29.45) | 400,503.03 | 722.22 |
| FHLB Notes | 0.625% | 01/26/15 | 11/23/16 | 634 0.570% | 600,000.00 | 600,528.55 | (29.45) | 600,558.00 | 1,083.33 |
| FHLMC Reference Note | 0.500% | 01/16/15 | 01/27/17 | 699 0.590% | 415,000.00 | 414,318.28 | 44.53 | 414,273.75 | 259.38 |
| FHLMC Reference Note | 0.500% | 01/26/15 | 01/27/17 | 699 0.620% | 575,000.00 | 573,653.88 | 68.38 | 573,585.50 | 359.38 |
| Federal Home Loan Bank Bonds | 1.625% | 04/04/14 | 03/27/17 | 758 1.250% | 155,000.00 | 155,125.62 | (1,577.83) | 156,703.45 | 1,077.47 |
| FNMA Notes | 1.125% | 09/04/14 | 04/27/17 | 789 0.940% | 475,000.00 | 476,877.16 | (421.84) | 477,299.00 | 1,840.63 |
| FNMA Notes | 1.125% | 02/04/15 | 04/27/17 | 789 0.600% | 850,000.00 | 859,473.48 | (327.02) | 859,800.50 | 3,293.75 |
| Freddie Mac Global Notes | 1.000% | 08/14/14 | 07/28/17 | 881 1.000% | 125,000.00 | 124,993.26 | 1.64 | 124,991.62 | 114.58 |
| Credit Agricole CIB NY CP | 0.000% | 01/05/15 | 04/06/15 | 37 0.240% | 400,000.00 | 399,904.00 | 146.67 | 399,757.33 | - |
| BNP PARIBAS FINANCE CP | 0.000% | 12/31/14 | 05/01/15 | 62 0.280% | 400,000.00 | 399,810.22 | 186.66 | 399,623.56 | - |
| JP Morgan Securities CP | 0.000% | 12/31/14 | 06/01/15 | 93 0.270% | 400,000.00 | 399,724.00 | 180.00 | 399,544.00 | - |
| JP Morgan Securities CP | 0.000% | 12/31/14 | 07/29/15 | 151 0.330% | 400,000.00 | 399,450.00 | 220.00 | 399,230.00 | - |
| FANNIEMAE ACES 2015 | 1.626% | 01/30/15 | 02/01/18 | 1,069 1.260% | 100,000.00 | 100,968.81 | (30.44) | 100,999.25 | 135.50 |
| FANNIEMAE ACES 2015 | 0.392% | 02/27/15 | 06/01/18 | 1,189 0.390% | 80,000.00 | 79,979.11 | 0.01 | 79,979.10 | 26.13 |
| Weighted Avg Maturity | | | 669 | 0.657% | \$ 25,194,741.15 | \$ 25,272,060.62 | \$ (35,303.29) | \$ 25,307,363.91 | \$ 59,125.48 |
| TOTAL ALL FUNDS | | | | 0.755% | \$ 87,027,890.81 | \$ 87,197,345.88 | \$ (109,540.72) | \$ 87,342,189.89 | \$ 202,891.50 |
| February 28, 2015 | | | 90 DAY US TREASURY YIELD | 0.02% | | Longest Maturity | 2,725 | \$ 175,000.00 | |
| | | | 3 month US Treasury Bill Index | 0.02% | | | | | |
| | | | 0-3 Year US Treasury Index | 0.44% | | | | | |
| | | | 1-3 Year US Treasury Index | 0.58% | | | | | |
| | | | 1-5 Year US Treasury Index | 0.87% | | | | | |
| | | | 1-10 Year US Treasury Index | 1.15% | | | | | |

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from April 30, 2014 to February 28, 2015

CASH FLOWS FROM OPERATING ACTIVITIES

| | |
|------------------------------------|--------------------|
| Cash received from customers | \$ 93,574,595 |
| Cash payments to suppliers | (81,683,671) |
| Cash payments to employees | <u>(2,345,325)</u> |
| Net cash from operating activities | 9,545,599 |

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

| | |
|---|---------------|
| Cash received from sales taxes | 30,074,882 |
| Cash Received from water quality loans | <u>49,044</u> |
| Net cash from noncapital financing activities | 30,123,926 |

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

| | |
|--|------------------|
| Interest paid | (197,449) |
| Principal Paid | (18,750,500) |
| Construction and purchase of capital assets | <u>(640,348)</u> |
| Net cash from capital and related financing activities | (19,588,297) |

CASH FLOWS FROM INVESTING ACTIVITIES

| | |
|------------------------------------|----------------|
| Investment income | <u>379,447</u> |
| Net cash from investing activities | 379,447 |

Net Increase (Decrease) in cash and investments 20,460,675

CASH AND INVESTMENTS, APRIL 30, 2014 69,947,449

CASH AND INVESTMENTS, FEBRUARY 28, 2015 \$ 90,408,124

February 28, 2015
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT

| | 2/28/2015 | | |
|--|---|----------------------|------------------------------|
| | YEAR END TARGETED Reserve or Monthly Cash Amount-Needed | Amount On Hand | Amount Over - (Under) Target |
| | A | B | C |
| TABLE 1 | | | |
| RESERVE ANALYSIS | | | |
| A .Operating Reserve | \$ 37,152,341 | \$ 37,721,056 | \$ 568,715 |
| B. Capital Reserve | \$ 25,254,680 | \$ 25,272,061 | \$ 17,381 |
| C. Long Term Water Capital Reserve | \$ 5,725,000 | \$ 5,810,946 | \$ 85,946 |
| D. Principal Account | \$ 1,175,500 | \$ 1,180,000 | \$ 4,500 |
| E. Interest Account | \$ 11,683 | \$ 13,726 | \$ 2,043 |
| F. O+M Account (1) | \$ 8,393,193 | \$ 14,051,429 | \$ 5,658,236 |
| G. Current Construction Obligation and Customer Construction Escrows | \$ 75,149 | \$ 75,149 | \$ - |
| TOTAL SUMMARY CASH + RESERVE ANALYSIS | \$ 77,787,545 | \$ 84,124,366 | \$ 6,336,821 |

| TABLE 2 | |
|--|----------------------|
| OTHER CASH | |
| H. General Fund | \$ 4,239,782 |
| I. Sales Tax | \$ 2,043,977 |
| TOTAL TABLE 2-OTHER CASH | \$ 6,283,758 |
| TOTAL MONTH END FUNDS CASH BALANCE-Table1+2 | \$ 90,408,124 |

Outstanding
 Balance
 2/28/15


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

\$ 14,305,550

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

DATE: March 6, 2015

REQUEST FOR BOARD ACTION

| | | | |
|--|---|-------------------------------|--|
| AGENDA SECTION | Administration Committee | ORIGINATING DEPARTMENT | General Manager's Office |
| ITEM | An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 2 of Article IX) Ordinance No. O-1-15 | APPROVAL |  |
| <p>Ordinance No. O-6-13, previously adopted by the Commission, amended Article XII, Section 2 of the By-Laws of the Commission to permit the General Manager to make certain disbursements which would otherwise require prior Board approval, in case of emergencies or when the Commission is unable to meet or establish a quorum. The proposed Ordinance corrects a scrivener's error in Ordinance No. O-6-13, which inadvertently omitted language regarding the General Manager's authority to make payroll and payroll-related disbursements without prior Board approval.</p> <p>In accordance with Article XII, Section 2 of the By-Laws, the Ordinance cannot be adopted at the same meeting at which it is initially considered unless the first reading procedures of the By-Laws are suspended by a 2/3rd vote of the Commissioners present, in accordance with the procedure set forth in Article XII, Section 3.</p> | | | |
| MOTION: To suspend the first reading requirements of the Commission's By-Laws and adopt Ordinance No. O-1-15 | | | |

DUPAGE WATER COMMISSION

ORDINANCE NO. O-1-15

AN ORDINANCE AMENDING THE
BY-LAWS OF THE DUPAGE WATER COMMISSION
(Amending Section 2 of Article IX)

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is appropriate and in the best interests of the Commission to amend the Commission's By-Laws, as restated in Ordinance No. O-10-12, to modify the General Manager's authority to make disbursements under certain circumstances as set forth in the body of this Ordinance.

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

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

SECTION TWO: Amendment – Article IX. Article IX, Section 2, entitled "Authorization" of the Commission's By-Laws shall be, and it hereby is, amended in its entirety so that said Section 2 shall hereafter read as follows:

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

The General Manager is authorized to incur and pay contingency expenditures up to and including \$20,000.00 without the prior approval of the Board of Commissioners."

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 _____, 2015.

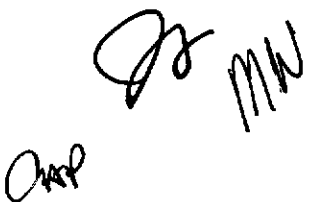
Chairman

ATTEST:

Clerk

DATE: February 26, 2015

REQUEST FOR BOARD ACTION

| | | | |
|-----------------------|--|-------------------------------|--|
| AGENDA SECTION | Engineering & Construction Committee | ORIGINATING DEPARTMENT | Operations |
| ITEM | A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 at the March 19, 2015, DuPage Water Commission Meeting Resolution No. R-5-15 | APPROVAL |  |

Account Numbers: 01-60-6560

The Commission entered into certain agreements dated December 10, 2012, with Divane Bros. Electric Co. and with McWilliams Electric Co. Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-5-15 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

Work Authorization Order No. 018: This Work Authorization is to McWilliams Electric Co. to perform items 1 and 2 below:

- 1) Install conduit and cabling from the Water Contamination Detection system to the DuPage Pumping Station SCADA system.
- 2) Upgrade three (3) lighting panels from 120/208 volt, 3 phase to 120/240 volt single phase at the DuPage Pumping Station.

| QRE Contractor | Item 1 Cost | Item 2 Cost | Items 1 & 2 Total Cost |
|----------------|-------------|-------------|------------------------|
| McWilliams | \$6,100.00 | \$4,920.00 | \$11,020.00 |
| Divane | \$7,100.00 | N/A | N/A |

The total cost for work no-to-exceed \$11,020.00

MOTION: To adopt Resolution No. R-5-15.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-5-15

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-6/12
AT THE MARCH 19, 2015, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

Resolution No. R-5-15

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2015

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-6/12: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-6.018

LOCATION:

DuPage Pumping Station, 600 E. Butterfield Road, Illinois, 60126

CONTRACTOR:

McWilliams Electric Company

DESCRIPTION OF WORK:

- 3) Install conduit and cabling from the Water Contamination Detection system to the DuPage Pumping Station SCADA system.
- 4) Upgrade three (3) lighting panels from 120/208 volt, 3 phase to 120/240 volt single phase at the DuPage Pumping Station.

REASON FOR WORK:

- 1) To integrate event monitoring from the Water Contamination Detection system into the DuPage Pumping Station SCADA system.
- 2) To meet current NEC code standards.

MINIMUM RESPONSE TIME:

One week.

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

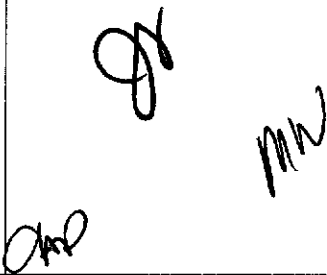
DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: _____

REQUEST FOR BOARD ACTION

| | | | |
|--|---|--|------------|
| AGENDA SECTION | Omnibus Vote Requiring Super-Majority or Special Majority Vote | ORIGINATING DEPARTMENT | Operations |
| ITEM | <p>A Resolution Suspending Purchasing Procedures and authorizing the General Manager to purchase material and labor service for the Commission's emergency generator system including ancillary equipment, at a cost not-to-exceed \$100,000.00 from Patten Power Systems.</p> <p>Resolution No. R-6-15</p> | <p>APPROVAL</p> <p style="text-align: center;">  </p> | |
| <p>Account Number: 01-60-6560 and 01-60-6621</p> <p>Resolution No. R-6-15 would suspend purchasing procedures and authorize the General Manager to purchase material and labor service for the Commission's emergency generator system including ancillary equipment at a cost not-to-exceed \$100,000.00 from Patten Power Systems. Patten Power Systems is Caterpillar's sole authorized service provider in Northern Illinois and Chicago Metropolitan area.</p> <p>The Commission's emergency generator system, which includes five Caterpillar generators provide emergency power to operate the DuPage Pumping Station's large service pumps during utility power loss events.</p> <p>Patten Power Systems provide factory-trained technicians, customer service and support associated with Caterpillar products. Patten Power Systems provided the following services during and post construction of the Commission's PSD 7 Generator Facility Project: supervised the generator installation, customer/vender equipment start up, staff training, warranty and product enhancement service. Patten Power Systems currently provides preventive maintenance service and periodic repair and troubleshooting services on the generator system and ancillary equipment as needed.</p> <p>Material and labor services would be used on an as needed basis.</p> | | | |
| <p>MOTION: To approve Resolution No. R-6-15.</p> | | | |

DUPAGE WATER COMMISSION

RESOLUTION NO. R-6-15

A RESOLUTION
SUSPENDING PURCHASING PROCEDURES
AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIAL AND
LABOR SERVICE FOR THE COMMISSION'S EMERGENCY GENERATOR SYSTEM
INCLUDING ANCILLARY EQUIPMENT, AT A COST NOT-TO-EXCEED \$100,000.00
FROM PATTEN POWER SYSTEMS.

WHEREAS, the DuPage Water Commission's emergency generator system includes five Caterpillar generators that provide emergency power to operate the Commission's large service pumps during utility power loss events; and

WHEREAS, Patten Power Systems is Caterpillar's sole authorized service provider in Northern Illinois and Chicago Metropolitan area; and

WHEREAS, Patten Power Systems provide's factory-trained technicians, customer service and support associated with Caterpillar products; and

WHEREAS, Patten Power Systems provided the Commission the following services during and post construction of the PSD 7 Generator Facility Project: supervised generator installation, vender/customer equipment start up, staff training, warranty and product enhancement service; and

WHEREAS, Material and labor services would be used on an as needed basis; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to purchase material and labor services for the Commission's emergency generator system including ancillary equipment at a cost not-to-exceed \$100,000.00 from Patten Power Systems;

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 as if fully set forth.

SECTION TWO: That the purchasing procedures contained in Article VIII of the Commission By-Laws are hereby suspended as provided by Article XII, Section 3 of the Commission By-Laws, and that the General Manager is hereby granted the authority to purchase material and labor service for the Commission's emergency generator system including ancillary equipment at a cost not-to-exceed \$100,000.00 from Patten Power Systems on an as needed basis without further act.

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

AYES:

NAYS:

ABSENT:



ADOPTED THIS _____ DAY OF _____, 2015.

Chairman

ATTEST:

Clerk

REQUEST FOR BOARD ACTION

| | | | |
|---|--|--|----------|
| AGENDA SECTION | Omnibus Vote Requiring Super-Majority or Special Majority Vote | ORIGINATING DEPARTMENT | Pipeline |
| ITEM | <p>A Resolution Suspending Purchasing Procedures and authorizing the General Manager to purchase labor and equipment services for emergency leak detection from Pure Technologies U.S. Inc. at a cost not-to-exceed \$52,000.00</p> <p>Resolution No. R-7-15</p> | <p>APPROVAL</p>   | |
| <p>Account Number: 01-60-6631</p> <p>The Commission operates a 60" diameter prestressed concrete cylinder pipe (PCCP) located along certain portions of Butterfield Road. At the Fairfield Avenue crossing in the City of Lombard, this 60" PCCP is encased within an 84" diameter steel casing pipe. Water is surfacing from an abandon casing grout tube and valve isolation has confirmed that the water rising to the surface is originating from a leak on the Commission's 60" diameter main.</p> <p>Audiophone correlation methods typically used to locate leaks in small diameter water mains are incapable of detecting the location of a leak in a large diameter PCCP water main encased within an 84" steel casing pipe. Pure Technologies U.S. Inc. is one of the only firms nationwide that has the requisite equipment and expertise capable of providing leak detection services on a live 60" PCCP water main. Their equipment is one of the most accurate tools available for detecting leaks of this nature. In addition, because the critical nature of this water main and location of this leak, it is imperative that the Commission address this promptly.</p> <p>The proposal of Pure Technologies US Inc. includes costs related to the pre-inspection site review and flow test, planning document preparation, mobilization of equipment and labor for pipe and leak inspection, and post inspection report.</p> <p>Resolution No. R-7-15 would suspend purchasing procedures and authorize the General Manager to purchase labor and equipment services in an amount not to exceed \$52,000.00 from Pure Technologies US Inc. related to the emergency leak detection of a Commission 60" PCCP water main.</p> <p>MOTION: To approve Resolution No. R-7-15</p> | | | |

DUPAGE WATER COMMISSION

RESOLUTION NO. R-7-15

A RESOLUTION
SUSPENDING PURCHASING PROCEDURES AND AUTHORIZING THE GENERAL
MANAGER TO PURCHASE LABOR SERVICES FOR EMERGENCY LEAK
DETECTION FROM PURE TECHNOLOGIES U.S. INC.

WHEREAS, the DuPage Water Commission has observed a water leak on a critical 60" diameter Prestressed Concrete Cylinder Pipe (PCCP) water main at a precarious location along Butterfield Road; and

WHEREAS, the DuPage Water Commission received a proposal from Pure Technologies U.S. Inc., dated February 24, 2015, in the amount of \$52,000.00 for leak detection services related to a 60" diameter Prestressed Concrete Cylinder Pipe (PCCP) water main; and

WHEREAS, Pure Technologies U.S. Inc., is one of the only firms nationwide that has the requisite equipment and expertise capable of providing leak detection services on a live 60" PCCP water main; and

WHEREAS, Pure Technologies U.S. Inc., was the only firm able to provide this service to the Commission in an expedited fashion and without modification to existing Commission facilities; and

WHEREAS, Observing normal Commission purchasing procedures in this instance would serve only to delay identification and subsequent repair of the leak, augment the continue loss of revenue, and may contribute to the complete failure of the main; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and accept the proposal of Pure Technologies U.S Inc. in the amount of \$52,000.00 for leak

detection services related to a 60" diameter Prestressed Concrete Cylinder Pipe (PCCP) water main;

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 as if fully set forth.

SECTION TWO: The proposal of Pure Technologies U.S. Inc. dated February 24 2015, for leak emergency detection services related to a 60" diameter PCCP main located at Butterfield Road and Fairfield Ave. in the City of Lombard shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission and the purchase order in the amount of \$52, 0000.00 necessary to effect purchase of said services is hereby approved without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2015.

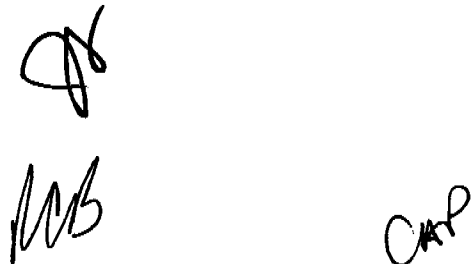
Chairman

ATTEST:

Clerk

DATE: March 12, 2015

REQUEST FOR BOARD ACTION

| | | | |
|--|--|-------------------------------|--|
| AGENDA SECTION | Engineering & Construction Committee | ORIGINATING DEPARTMENT | Facilities Construction |
| ITEM | A Resolution Authorizing the Termination of an Agreement with Tank Industry Consultants, Inc. and the Execution of an Agreement between the DuPage Water Commission and Dixon Engineering, Inc., for Professional Engineering Services Resolution No. R-8-15 | APPROVAL |  |
| Account Numbers: 01-60-7707.01 - \$114,195.00 | | | |
| <p>On September 5, 2012, the Commission solicited qualification based proposals from qualified engineering firms specializing in the evaluation and design of steel water storage facilities. This was achieved by direct invitation, advertisement in the Daily Herald, posting the notice on the Commission's website as well as at several plan houses. On September 19, 2012, the Commission received six (6) sealed statements of interest and qualifications including Tank Industry Consultants, Inc. and Dixon Engineering, Inc. Commission staff reviewed the proposals and determined that Tank Industry Consultants, Inc. was qualified to perform the engineering services for the Project and was the most favorable firm taking into account its approach to the Project and previous experience among other things.</p> <p>Resolution No. R-36-12, approved on October 18, 2012, authorized a professional services consulting agreement with Tank Industry Consultants, Inc. for five (5) separate phases and authorized proceeding with Phase I. Resolution No. R-11-14, approved on April 17, 2014, authorized proceeding with Phases II, III and IV with respect to Standpipes No. 2 and 4 West.</p> <p>R-8-15 would terminate the remaining services of the Tank Industry Consultants, Inc. and authorize the General Manager to enter into an agreement with Dixon Engineering, Inc. to perform the necessary Construction Services (Phase IV) and Anniversary Evaluation Services (Phase V) at Standpipes No. 2 and No. 4 West at a cost not-to-exceed \$114,195.00.</p> | | | |
| MOTION: To adopt Resolution No. R-8-15. | | | |

DUPAGE WATER COMMISSION

RESOLUTION NO. R-8-15

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

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

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

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

WHEREAS, the Agreement provides that it may be terminated by the Commission with or without cause upon thirty (30) days' written notice to TIC; and

WHEREAS, the Commission has determined that it is in its best interest to terminate the Agreement; and

WHEREAS, based upon staff's review of the proposals, Dixon Engineering, Inc. was and is the next preferred firm and is qualified to perform the engineering services for the Project taking into account its approach to the Project and previous experience, among other things; and

Resolution R-8-15

WHEREAS, the Commission has negotiated an agreement with Dixon Engineering, Inc. taking into account the estimated value, scope, complexity and professional nature of the services to be provided.

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

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

SECTION TWO: The Agreement with TIC is hereby terminated, such termination to be effective in accordance with its terms. The General Manager of the DuPage Water Commission shall be and hereby is authorized to give written notice of termination pursuant to the terms of said Agreement.

SECTION THREE: The General Manager shall be and hereby is authorized and directed to execute agreements regarding Phase IV and Phase V for standpipes No. 2 and 4 West with Dixon Engineering, Inc., in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager. Upon execution by the General Manager, the agreements between the DuPage Water Commission and Dixon Engineering, Inc., and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

Resolution R-8-15

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

AYES:

NAYS:

ABSENT:

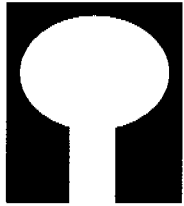
ADOPTED THIS _____ DAY OF _____, 2015.

Chairman

ATTEST:

Clerk

Board\Resolution\R-8-15.doc



DIXON

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

EXHIBIT 1

9415 West Forest Home
Suite 208
Hales Corners, WI 53130
Telephone: (630) 220-1410

March 5, 2015

Mr. Chris Bostick
600 East Butterfield Road
Elmhurst, IL 60126

Subject: Coating Inspection Services on the 7,500,000 Gallon Steel Standpipe

Dear Mr. Bostick:

Enclosed is the coating inspection proposal for the 7,500,000 gallon steel standpipe.

Our proposal is divided into a Cover Page, Schedule A, Schedule B, Schedule C, and General Provisions. The Cover Page proposes a not-to-exceed fee. Schedule A details our scope of services. Schedule B contains the fees for the services outlined in Schedule A. Schedule C provides fees for additional services, if requested.

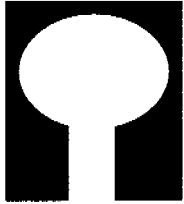
We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to call contact me at (630) 220-1410.

FOR DIXON ENGINEERING, INC.,

Brad Schotanus
Project Manager

Enclosure

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



DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

EXHIBIT 1

9415 West Forest Home
 Suite 208
 Hales Corners, WI 53130
 Telephone: (630) 220-1410

Proposal/Contract Agreement
for Steel Reservoir

7,500,000 Gallon Steel Standpipe, (Standpipe # 2-Glendale Heights, Illinois), #13-22-66-07

The Agreement is between Dixon Engineering, Inc. (DIXON) and the DuPage Water Commission, Elmhurst, Illinois (Owner) to contract with DIXON for technical services for the “Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No 2 and No4 West (Contract SS-6/15)” 7,500,000 Gallon Steel Standpipe (Project). This Agreement inclusive together with” Owner’s Request for Proposals for Engineering Services for the Evaluation of Standpipes issued September 5, 2012 (“RFP”), and “In the event of conflict between the RFP and the incorporated Schedules, the incorporated Schedules shall prevail.” Any expressly incorporated appendix or Schedule constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and Owner agrees to pay DIXON as compensation for their services the fee/lump sum of **Fifty Nine Thousand, Two Hundred, Four dollars, and Twenty cents (\$59,204.20)**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change ninety (90) days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Project Administration, Pre-Construction Meeting, Weld Inspection, Paint Inspection Services, and One-Year Warranty Inspection (ROV) per Schedule A

3.01 SIGNATURES

| | |
|---|-------------------------|
| Brad Schotanus, Project Manager | March 5, 2015 |
| PROPOSED by DIXON (Not a contract until approved by an officer) | PROPOSAL DATE |
| | |
| CONTRACT APPROVED by OWNER | DATE |
| CO SIGNATURE (if required) | DATE |
| | |
| CONTRACT APPROVED by DIXON OFFICER | EFFECTIVE CONTRACT DATE |

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

EXHIBIT 1

SCHEDULE A

7,500,000 Gallon Steel Standpipe, (Standpipe # 2-Glendale Heights, Illinois), #13-22-66-07 Elmhurst, Illinois

I. Project Administration:

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

II. Pre-construction Meeting:

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

III. Progress Meeting:

1. Attend progress status meeting(s).

IV. Critical Phase Inspections:

A. Weld Inspection:

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

V. Inspection Services:

1. Review Contractor's crew size and equipment for ability to meet specification requirements and time constraints.
2. Review abrasive and coating materials for approved manufacturers.

EXHIBIT 1

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

VI. One Year Warranty Inspection – ROV:

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

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

B. Scope of Services Performed by DIXON:

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

EXHIBIT 1

SCHEDULE B

**7,500,000 Gallon Steel Standpipe, (Standpipe # 2-Glendale Heights, Illinois), #13-22-66-07
Elmhurst, Illinois**

1. Compensation for Schedule A – Project Administration, shall be the time and material fee of **\$3,000.00**. Payment due as project progresses.
2. Compensation for participation at the pre-construction meeting shall be the lump sum fee of **\$500.00**, and will include preparation and travel time.
3. Compensation for participation at the progress meeting(s) is **\$500.00** based on a **\$500.00** per meeting fee with one **(1)** meeting(s) recommended.
4. Compensation for weld inspection, Schedule A – Critical Phase Inspections is **\$600.00** based on a **\$600.00** per visit fee with one **(1)** visit(s) recommended.
5. DIXON will provide daily inspection services as outlined in Schedule A – Inspection Services. Compensation for these services is **\$51,649.20**, estimated using an average of eight **(8)** hours on-site daily. This time frame will vary based on Contractor speed, Contractor activity, complexity of individual inspection, and environmental or neighbor concerns. DIXON reserves the right to send the level of inspector they feel necessary based on the Contractor, project scope, and project progress. All fees are time and material per Schedule C. DIXON will notify the Owner bi-weekly of the “ESTIMATED” remaining budget, and will advise if a change in fees or Scope of Services is necessary. The fee and Scope of Services are negotiable between DIXON and the Owner.

Typical inspection schedule and associated rates:

Daily Inspection:

| | | |
|--|---|--------------|
| Travel time 1.5 hrs. @ \$65.00/hr. | = | \$97.50 |
| Inspection time 8 hrs. @ \$65.00/hr. | = | 520.00 |
| Mileage 56 miles @ \$0.60/mile | = | 33.60 |
| Secretarial 0.5 hrs. @ \$50.00/hr. | = | 25.00 |
| Contract Administration 0.33 hrs. @ \$125.00/hr. | = | <u>41.25</u> |
| Total Estimated Daily Fee: | = | \$717.35 |

| | |
|----------------------|------------------|
| Estimated Daily Fee | \$717.35 |
| Project Length | x <u>72</u> days |
| Total Inspection Fee | \$51,649.20 |

6. Compensation for inspection, travel time, and preparation of report as outlined in Schedule A – One Year Warranty Inspection – Scope of Services Performed by DIXON is a fixed fee of **\$2,955.00**.
7. DIXON reserves the right to adjust individual inspection line items as necessary based on the Contractor’s performance and pace of work. The total fees for Schedule B will not be exceeded without prior approval from the Owner.

EXHIBIT 1

8. Invoices will be compiled after the 20th of the month and shall include from the 20th of the preceding month to the 20th of the invoiced month. Bimonthly invoicing will be completed on larger projects, or at the Owner's request.
9. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
10. Failure by the Contractor to notify DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be considered an additional service, and DIXON shall be compensated for travel and/or expense under the provisions of Schedule C of the Agreement.
11. Requests for attending council meetings shall be forthcoming from the Owner in writing unless other arrangements are made between the Owner and DIXON. Attendance of council meetings shall be considered an additional service and DIXON shall be compensated under the provisions of Schedule C of the Agreement.

EXHIBIT 1

SCHEDULE C

Engineering Services Fees

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

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

Expenses:

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

FEES EFFECTIVE THROUGH DECEMBER 2015

Revised 07/13

EXHIBIT 1

4.01 ADDITIONAL SERVICES

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

5.01 Termination

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

6.01 Controlling Law

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

EXHIBIT 1

7.01 Successors, Assigns, and Beneficiaries

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

8.01 General Considerations

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

8.02 Severability

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

8.03 Headings

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

EXHIBIT 1

Safety

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

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

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

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

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

EXHIBIT 1

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

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

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

EXHIBIT 1

Owner's designated permit-required confined spaces, the Owner and the Engineer shall coordinate entry operations as required by OSHA and other applicable law.

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

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

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

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



DIXON

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

EXHIBIT 1

9415 West Forest Home
Suite 208
Hales Corners, WI 53130
Telephone: (630) 220-1410

March 5, 2015

Mr. Chris Bostick
600 East Butterfield Road
Elmhurst, IL 60126

Subject: Coating Inspection Services on the 5,000,000 Gallon Steel Standpipe

Dear Mr. Bostick:

Enclosed is the coating inspection proposal for the 5,000,000 gallon steel standpipe.

Our proposal is divided into a Cover Page, Schedule A, Schedule B, Schedule C, and General Provisions. The Cover Page proposes a not-to-exceed fee. Schedule A details our scope of services. Schedule B contains the fees for the services outlined in Schedule A. Schedule C provides fees for additional services, if requested.

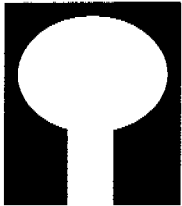
We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to call contact me at (630) 220-1410.

FOR DIXON ENGINEERING, INC.,

Brad Schotanus
Project Manager

Enclosure

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



DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

EXHIBIT 1

9415 West Forest Home
 Suite 208
 Hales Corners, WI 53130
 Telephone: (630) 220-1410

Proposal/Contract Agreement
for Steel Reservoir

5,000,000 Gallon Steel Standpipe, (Standpipe # 4-West Naperville, Illinois), #13-22-66-06

The Agreement is between Dixon Engineering, Inc. (DIXON) and the DuPage Water Commission, Elmhurst, Illinois (Owner) to contract with DIXON for technical services for the “Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No 2 and No4 West (Contract SS-6/15)” 5,000,000 Gallon Steel Standpipe (Project). This Agreement inclusive together with” Owner’s Request for Proposals for Engineering Services for the Evaluation of Standpipes issued September 5, 2012 (“RFP”), and “In the event of conflict between the RFP and the incorporated Schedules, the incorporated Schedules shall prevail.” any expressly incorporated appendix or Schedule constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and Owner agrees to pay DIXON as compensation for their services the fee/lump sum of Fifty Four Thousand, Nine Hundred, Ninety dollars, and Fifty cents (\$54,990.50). Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change ninety (90) days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Project Administration, Pre-Construction Meeting, Weld Inspection, Paint Inspection Services, and Two-Year Warranty Inspection (ROV) per Schedule A

3.01 SIGNATURES

Brad Schotanus, Project Manager

March 5, 2015

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

POSITION

EFFECTIVE CONTRACT DATE

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

EXHIBIT 1

SCHEDULE A

5,000,000 Gallon Steel Standpipe, (Standpipe # 4-West Naperville, Illinois), #13-22-66-06 Elmhurst, Illinois

I. Project Administration:

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

II. Pre-construction Meeting:

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

III. Progress Meeting:

1. Attend progress status meeting(s).

IV. Critical Phase Inspections:

A. Weld Inspection:

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

V. Inspection Services:

1. Review Contractor's crew size and equipment for ability to meet specification requirements and time constraints.
2. Review abrasive and coating materials for approved manufacturers.

EXHIBIT 1

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

VI. One Year Warranty Inspection – ROV:

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

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

B. Scope of Services Performed by DIXON:

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

EXHIBIT 1

SCHEDULE B

**5,000,000 Gallon Steel Standpipe, (Standpipe # 4-West Naperville, Illinois), #13-22-66-06
Elmhurst, Illinois**

1. Compensation for Schedule A – Project Administration, shall be the time and material fee of **\$3,000.00**. Payment due as project progresses.
2. Compensation for participation at the pre-construction meeting shall be the lump sum fee of **\$500.00**, and will include preparation and travel time.
3. Compensation for participation at the progress meeting(s) is **\$500.00** based on a **\$500.00** per meeting fee with one **(1)** meeting(s) recommended.
4. Compensation for weld inspection, Schedule A – Critical Phase Inspections is **\$600.00** based on a **\$600.00** per visit fee with one **(1)** visit(s) recommended.
5. DIXON will provide daily inspection services as outlined in Schedule A – Inspection Services. Compensation for these services is **\$47,435.50**, estimated using an average of eight **(8)** hours on-site daily. This time frame will vary based on Contractor speed, Contractor activity, complexity of individual inspection, and environmental or neighbor concerns. DIXON reserves the right to send the level of inspector they feel necessary based on the Contractor, project scope, and project progress. All fees are time and material per Schedule C. DIXON will notify the Owner bi-weekly of the “ESTIMATED” remaining budget, and will advise if a change in fees or Scope of Services is necessary. The fee and Scope of Services are negotiable between DIXON and the Owner.

Typical inspection schedule and associated rates:

Daily Inspection:

| | | |
|--|---|--------------|
| Travel time 1 hrs. @ \$65.00/hr. | = | \$65.00 |
| Inspection time 8 hrs. @ \$65.00/hr. | = | 520.00 |
| Mileage 44 miles @ \$0.60/mile | = | 26.40 |
| Secretarial 0.5 hrs. @ \$50.00/hr. | = | 25.00 |
| Contract Administration 0.33 hrs. @ \$125.00/hr. | = | <u>41.25</u> |
| Total Estimated Daily Fee: | = | \$677.65 |

| | |
|----------------------|------------------|
| Estimated Daily Fee | \$677.65 |
| Project Length | x <u>70</u> days |
| Total Inspection Fee | \$47,435.50 |

6. Compensation for inspection, travel time, and preparation of report as outlined in Schedule A – Two Year Warranty Inspection – Scope of Services Performed by DIXON is a fixed fee of **\$2,955.00**.
7. DIXON reserves the right to adjust individual inspection line items as necessary based on the Contractor’s performance and pace of work. The total fees for Schedule B will not be exceeded without prior approval from the Owner.

EXHIBIT 1

8. Invoices will be compiled after the 20th of the month and shall include from the 20th of the preceding month to the 20th of the invoiced month. Bimonthly invoicing will be completed on larger projects, or at the Owner's request.
9. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
10. Failure by the Contractor to notify DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be considered an additional service, and DIXON shall be compensated for travel and/or expense under the provisions of Schedule C of the Agreement.
11. Requests for attending council meetings shall be forthcoming from the Owner in writing unless other arrangements are made between the Owner and DIXON. Attendance of council meetings shall be considered an additional service and DIXON shall be compensated under the provisions of Schedule C of the Agreement.

EXHIBIT 1

SCHEDULE C

Engineering Services Fees

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

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

Expenses:

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

FEES EFFECTIVE THROUGH DECEMBER 2015

Revised 07/13

EXHIBIT 1

4.01 ADDITIONAL SERVICES

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

5.01 Termination

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

6.01 Controlling Law

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

EXHIBIT 1

7.01 Successors, Assigns, and Beneficiaries

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

8.01 General Considerations

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

8.02 Severability

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

8.03 Headings

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

EXHIBIT 1

Safety

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

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

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

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

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

EXHIBIT 1

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

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

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

EXHIBIT 1

Owner's designated permit-required confined spaces, the Owner and the Engineer shall coordinate entry operations as required by OSHA and other applicable law.

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

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

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

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



DuPage Water Commission

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

March 10, 2015

Mr. Gregory R. Stein, PE
Managing Principle
Tank Industry Consultants
7740 West New York Street
Indianapolis, IN 46214

Subject: Thirty Day Termination Notice – Tank Industry Consultant Agreement

Dear Mr. Stein:

Please be advised that as of the above date, the Commission is exercising its rights under paragraph 4.2 of the Agreement and is providing Tank Industry Consultants the required thirty (30) days written notice to terminate the Agreement and the remainder of Phase IV services, Construction Phase Services, and Phase V services, First Anniversary Evaluation services. All work shall cease as of March 10, 2015.

Please prepare and present for payment an itemized invoice for Phase IV services performed to date.

Please contact the undersigned at 630-834-0100 if you have any questions regarding this matter.

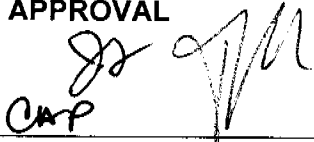
Sincerely,

A handwritten signature in black ink, appearing to read "John Spatz".

John Spatz
General Manager

Cc: File: Engineering Agreements/TIC

REQUEST FOR BOARD ACTION

| | | | |
|-----------------------|---|-------------------------------|--|
| AGENDA SECTION | Engineering and Construction Committee | ORIGINATING DEPARTMENT | Operations |
| ITEM | Authorization for Replacement of HVAC Rooftop Unit from Hill Mechanical Services. | APPROVAL |  |

Account Number: 01-60-7217

The Commission 2014- 2015 Capital Improvement Budget identified the replacement of the Public Meeting Room Rooftop HVAC unit as one of the designated projects. This unit has far outlived its useful life and its replacement will enhance indoor air quality and help eliminate large temperature swings in the Public Meeting Room.

The Commission solicited sealed proposals for the replacement of this unit, and the bids were publicly opened and read aloud on February 24, 2015 at 1:00 pm. Of the 4 proposals received, the proposal of Hill Mechanical Services was the most favorable to the interests of the Commission.

The following are the bid results for the HVAC Rooftop Unit Replacement.

| <u>Bidder</u> | <u>Price</u> |
|---------------------------------|--------------|
| Hill Mechanical | \$28,981 |
| F.E. Moran Mechanical Services | \$29,354 |
| Admiral Heating and Ventilating | \$31,270 |
| Murphy & Miller | \$31,680 |

This expense was budgeted and approved in the FY 2014/2015 Capital Improvement Budget

MOTION: To authorize a contract for the Replacement of a HVAC Rooftop Unit with Hill Mechanical Services for a cost of \$28,981.00



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager
FROM: Cheryl Peterson, Financial Administrator *CAP*
DATE: March 10, 2015
SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the March 19, 2015 Commission meeting:

| | |
|---|-----------------------|
| February 11, 2015 to March 10, 2015 A/P Report | \$7,547,611.19 |
| Accrued and estimated payments required before April Commission meeting | <u>739,500.00</u> |
| Total | <u>\$8,287,111.19</u> |

cc: Chairman and Commissioners

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 4-16-15
Board Meeting Date: March 19, 2015**

| Estimate Amount | Description | Check Number | Payment Date | Payment Amount |
|-----------------|--|--------------|--------------|----------------|
| 45,000.00 | Blue Cross Blue Shield - Health Insurance | | | |
| 6,000.00 | Euclid Managers - Dental Insurance | | | |
| 9,000.00 | Illinois Public Risk Fund - Workers Comp. | | | |
| 200.00 | Envision Health Care - Administration Fees | | | |
| 20,000.00 | ComEd - Utility Charges | | | |
| 300,000.00 | Integrays (Exelon Energy) - Utility Charges | | | |
| 180,000.00 | City of Chicago - Lexington. Electric | | | |
| 2,000.00 | City of Naperville -Meter Station Electric Bills | | | |
| 15,000.00 | Nicor - Gas | | | |
| 250.00 | Comcast - Internet Service | | | |
| 2,000.00 | AT & T - Telephone Charges | | | |
| 2,600.00 | AT & T - Scada Backhaul Network | | | |
| 1,000.00 | Fed - Ex - Postage/Delivery | | | |
| 5,000.00 | Procurement Card Charges | | | |
| 1,000.00 | Home Depot - Maintenance Supplies | | | |
| 400.00 | Republic Services - Disposal Services | | | |
| 200.00 | Elecsys - Cell Data Services | | | |
| 1,500.00 | Konica Minolta - Copy and Lease Charges | | | |
| 525.00 | Pitney Bowes - Postage | | | |
| 8,000.00 | Grainger - Supplies for Operations | | | |
| 2,000.00 | Verizon Wireless - iPad Access Fee | | | |
| 4,000.00 | Baker Tilly | | | |
| 3,000.00 | Gorski & Good | | | |
| 1,500.00 | Rory Group | | | |
| 1,700.00 | Douglas Ellsworth - Treasurer | | | |
| 200.00 | Edward Coughlin - Security | | | |
| 250.00 | Storino Ramello & Durkin | | | |
| 6,000.00 | John J. Millner & Assoc | | | |
| 3,500.00 | Gorski & Good | | | |
| 1,000.00 | American Tainco - Electrical Seminar | | | |
| 2,100.00 | Convergent Tech - Fire Alarm System Testing | | | |
| 1,200.00 | Construction Safety Council - Conferences | | | |
| 1,300.00 | CRC - Roof Scan | | | |
| 400.00 | Diamond Coring - Concrete Coring | | | |
| 50.00 | EquipSolutions - Ceramic Weight | | | |

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 4-16-15
Board Meeting Date: March 19, 2015**

| | |
|-----------|---|
| 13,000.00 | Five Star - Safety Supplies |
| 250.00 | Five Star - Meter Station Repairs |
| 350.00 | Global Water - Temperature Sensor |
| 300.00 | Hach - Annual Calibration |
| 3,000.00 | HD Supply - Pipeline Supplies |
| 300.00 | Hi-Line - Meter Station Supplies |
| 3,000.00 | Hill Ahern - Annual Inspections |
| 7,500.00 | HSQ Technology - Support Agreement |
| 3,000.00 | IT Savvy - Computers and Monitors |
| 100.00 | Local 399 - Training Course |
| 3,000.00 | Nation Safety Council - Safety Training |
| 800.00 | NIU - Safety Training |
| 16,000.00 | Patten Industries - Generator Work |
| 52,000.00 | Pure Technologies - Leak Detection Services |
| 600.00 | Roesch Ford - Vehicle Maintenance |
| 125.00 | Saf-T-Gard - Glove Testing |
| 400.00 | Skarshaug - Semi annual testing |
| 100.00 | Soooper Lube - Vehicle Maintenance |
| 500.00 | Staples - Office Supplies |
| 900.00 | St. Louis University - OSHA Training |
| 5,000.00 | Tank Industry Consultants |
| 700.00 | Thomas Pump - Pump Sump |
| 700.00 | West Hill Auto Body - Vehicle Repairs |

739,500.00



DuPage Water Commission

Board Open Payable Report

As Of 03/10/2015

Summarized by Payable Account

| Payable Number | Description | Post Date | Payable Amount | Payable Count | Net Amount |
|--|---|--|--|---------------------|--|
| Payable Account: 01-211000 - ACCOUNTS PAYABLE | | | | | |
| Vendor: <u>1791</u> 122006 | ACE COMPUTERS WORKSTATIONS | 03/10/2015 | 2,992.00 | Payable Count: (1) | 2,992.00 |
| Vendor: <u>1663</u> 37510374 | AECOM TO#3 CONDITION ASSESSMENT | 02/26/2015 | 30,929.63 | Payable Count: (1) | 30,929.63 |
| Vendor: <u>1052</u> 1237307 | AJ GALLAGHER RISK MGMT SVCS, INC. PUBLIC OFFICIALS BOND | 02/26/2015 | 1,300.00 | Payable Count: (1) | 1,300.00 |
| Vendor: <u>1886</u> 3274301 | ANDERSON PEST SOLUTIONS EXTERMINATOR SERVICE | 03/03/2015 | 75.00 | Payable Count: (1) | 75.00 |
| Vendor: <u>1516</u> 9599070 | ARAMARK REFRESHMENTS SUPPLIES | 03/10/2015 | 111.45 | Payable Count: (1) | 111.45 |
| Vendor: <u>1397</u> 201503105043 | AT&T DPPS PHONE SVC: 01/23-2/22/15 | 02/28/2015 | 414.22 | Payable Count: (1) | 414.22 |
| Vendor: <u>1187</u> 0000109431 | BULLIS LOCK COMPANY, INC. PADLOCK REPAIR | 02/28/2015 | 33.00 | Payable Count: (1) | 33.00 |
| Vendor: <u>1153</u> 2631938 2440844 | CHICAGO SUBURBAN EXPRESS, INC. MCMaster CARR FREIGHT MCMaster CARR FREIGHT | 02/26/2015 02/28/2015 | 96.73 46.18 | Payable Count: (2) | 142.91 96.73 46.18 |
| Vendor: <u>1179</u> 001835019 | CHICAGO TRIBUNE CLASSIFIED LISTING | 02/28/2015 | 395.00 | Payable Count: (1) | 395.00 |
| Vendor: <u>1134</u> 201503105047 201503105048 | CITY OF CHICAGO DEPARTMENT OF WATER LEX PS REPAIRS & MAINTENANCE LEX PUMP STN LABOR: JAN 2015 | 02/28/2015 02/28/2015 | 26,322.74 23,898.44 | Payable Count: (2) | 50,221.18 26,322.74 23,898.44 |
| Vendor: <u>1135</u> 201503105044 201503105045 | CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: FEBRUARY 2015 WATER BILLING: FEBRUARY 2015 | 02/28/2015 02/28/2015 | 4,004,721.36 3,396,589.40 | Payable Count: (2) | 7,401,310.76 4,004,721.36 3,396,589.40 |
| Vendor: <u>1140</u> 201503105050 201503105051 201503105052 201503105053 201503105054 201503105055 201503105056 201503105057 201503105058 201503105059 201503105060 201503105061 201503105062 201503105063 201503105064 | CITY OF ELMHURST VEHICLE STICKER 15/16 M66159 VEHICLE STICKER 15/16 M175659 VEHICLE STICKER 15/16 M186507 VEHICLE STICKER 15/16 M79697 VEHICLE STICKER 15/16 M78556 VEHICLE STICKER 15/16 M63637 VEHICLE STICKER 15/16 M166601 VEHICLE STICKER 15/16 M198872 VEHICLE STICKER 15/16 M127481 VEHICLE STICKER 15/16 M80328 VEHICLE STICKER 15/16 M184222 VEHICLE STICKER 15/16 M149226 VEHICLE STICKER 15/16 M169815 VEHICLE STICKER 15/16 M153835 VEHICLE STICKER 15/16 M176151 | 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 | 36.00 36.00 90.00 126.00 126.00 36.00 36.00 90.00 90.00 90.00 36.00 126.00 126.00 126.00 36.00 | Payable Count: (15) | 1,206.00 36.00 36.00 90.00 126.00 126.00 36.00 36.00 90.00 90.00 90.00 36.00 126.00 126.00 126.00 36.00 |
| Vendor: <u>1009</u> 201503105049 | COMED METER STATION ELEC: 3/2/15 | 02/28/2015 | 19,867.85 | Payable Count: (1) | 19,867.85 |
| Vendor: <u>1915</u> | DOUGLAS R. ELLSWORTH | | | Payable Count: (1) | 1,666.67 |

Board Open Payable Report

As Of 03/10/2015

| Payable Number | Description | Post Date | Payable Amount | Net Amount |
|---|---|--|--|--|
| <u>201503035042</u> | SERVICE AS TREASURER: MARCH 2015 | 03/03/2015 | 1,666.67 | 1,666.67 |
| Vendor: 2003 <u>4698</u> | ECO CLEAN MAINTENANCE, INC. JANITORIAL SERVICE: FEBRUARY 2015 | 02/28/2015 | 2,045.45 | Payable Count: (1) 2,045.45 |
| Vendor: 1674 <u>14114</u> | ECO PROMOTIONAL PRODUCTS, INC LEAK DETECTION KIT | 02/28/2015 | 2,540.22 | Payable Count: (1) 2,540.22 |
| Vendor: 1446 <u>0054595</u> | EN ENGINEERING, LLC CRCUC REPRESENT | 02/26/2015 | 840.37 | Payable Count: (1) 840.37 |
| Vendor: 1570 <u>2459185</u> <u>2459232</u> | FIVE STAR SAFETY EQUIPMENT, INC. METER STATION SUPPLIES PIPELINE SUPPLIES | 02/28/2015 03/10/2015 | 200.00 640.00 | Payable Count: (2) 200.00 640.00 |
| Vendor: 1068 <u>9242119</u> <u>9258599</u> | HACH COMPANY CL 17 REAGENT KIT MONTHLY CHEMICALS | 02/26/2015 02/28/2015 | 388.52 726.37 | Payable Count: (2) 388.52 726.37 |
| Vendor: 1425 <u>031087</u> | HR PLUS BACKGROUND CHECKS | 02/28/2015 | 81.06 | Payable Count: (1) 81.06 |
| Vendor: 2040 <u>02242015</u> | HUGHES LOCK AND SAFE COMPANY LLC DOOR LOCK REPAIR | 02/28/2015 | 165.00 | Payable Count: (1) 165.00 |
| Vendor: 1923 <u>201503035040</u> | JOHN NERI CONSTRUCTION COMPANY, INC. QR 10/13 INSURANCE AND BONDS | 02/28/2015 | 5,000.00 | Payable Count: (1) 5,000.00 |
| Vendor: 1781 <u>201503035041</u> | JOHN SPATZ EXPENSE REPORT - MILEAGE | 02/28/2015 | 197.12 | Payable Count: (1) 197.12 |
| Vendor: 1054 <u>23555938</u> | MCMMASTER-CARR SUPPLY COMPANY MAINTENANCE SUPPLIES | 02/28/2015 | 83.46 | Payable Count: (1) 83.46 |
| Vendor: 1395 <u>756625575001</u> <u>758407816001</u> <u>758407987001</u> <u>758407988001</u> <u>758407989001</u> <u>758407990001</u> <u>758568711001</u> | OFFICE DEPOT OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES | 02/28/2015 03/10/2015 03/10/2015 03/10/2015 03/10/2015 03/10/2015 03/10/2015 | 57.50 130.14 345.61 11.98 43.98 2.99 15.29 | Payable Count: (7) 57.50 130.14 345.61 11.98 43.98 2.99 15.29 |
| Vendor: 1178 <u>T4398655</u> | PADDOCK PUBLICATIONS, INC. LEGAL BID NOTICE: 2/20-2/27/15 | 02/28/2015 | 368.00 | Payable Count: (1) 368.00 |
| Vendor: 1889 <u>497436</u> | PALATINE OIL CO., INC. GASOLINE | 02/28/2015 | 1,483.81 | Payable Count: (1) 1,483.81 |
| Vendor: 1838 <u>192389</u> | PCS INDUSTRIES MAINTENANCE SUPPLIES | 03/10/2015 | 64.06 | Payable Count: (1) 64.06 |
| Vendor: 1059 <u>450000008210</u> <u>450000008241</u> <u>450000008257</u> <u>450000008258</u> <u>450000008259</u> <u>450000008260</u> <u>450000008261</u> <u>450000008262</u> <u>450000008263</u> <u>450000008264</u> <u>450000008265</u> <u>450000008310</u> | RED WING SHOE STORE SAFETY SHOES: ARREDONDO SAFETY CLOTHES: MOX SAFETY CLOTHES: WEGNER SAFETY CLOTHES: NILES SAFETY CLOTHES: WESOLOSKI SAFETY CLOTHES: SANCHEZ SAFETY CLOTHES: CASTANEDA SAFETY CLOTHES: ELLINGSWORTH SAFETY CLOTHES: ARREDONDO SAFETY CLOTHES: DRISCOLL SAFETY CLOTHES: MOX SAFETY CLOTHES: WESOLOSKI | 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/26/2015 02/28/2015 | 40.80 97.75 177.65 283.05 284.75 192.10 63.75 85.00 78.20 15.30 210.80 255.00 | Payable Count: (16) 40.80 97.75 177.65 283.05 284.75 192.10 63.75 85.00 78.20 15.30 210.80 255.00 |

Board Open Payable Report

As Of 03/10/2015

| Payable Number | Description | Post Date | Payable Amount | Net Amount |
|--|--|--|--|---|
| <u>45000008311</u> | SAFETY CLOTHES: NILES | 02/28/2015 | 51.00 | 51.00 |
| <u>45000008312</u> | SAFETY CLOTHES: ROWAN | 02/28/2015 | 68.00 | 68.00 |
| <u>45000008313</u> | SAFTY CLOTHES: MOX | 02/28/2015 | 51.00 | 51.00 |
| <u>45000008323</u> | SAFETY SHOES: ARREDONDO | 03/10/2015 | 216.00 | 216.00 |
| Vendor: 1523 <u>1630728-00</u> | SAF-T-GARD INTERNATIONAL, INC. TESTING OF SAFETY GLOVES | 03/10/2015 | 51.29 | Payable Count: (1) 51.29 |
| Vendor: 1043 <u>252427</u> <u>253140</u> | SOOPER LUBE VEHICLE MAINTENANCE: M175659 VEHICLE MAINTENANCE: M184222 | 02/28/2015 02/28/2015 | 35.95 35.95 | Payable Count: (2) 35.95 35.95 |
| Vendor: 1040 <u>750318</u> <u>751382</u> <u>752443</u> <u>753512</u> <u>754592</u> | SPECIALTY MAT SERVICE MAT SERVICE: 1/1/15 MAT SERVICE: 1/8/15 MAT SERVICE: 1/15/15 MAT SERVICE: 1/22/15 MAT SERVICE: 1/29/15 | 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 | 162.54 162.54 162.54 162.54 162.54 | Payable Count: (5) 162.54 162.54 162.54 162.54 162.54 |
| Vendor: 2035 <u>0109830</u> | STRAND ASSOCIATES, INC. FEASIBILITY STUDY | 02/26/2015 | 11,501.50 | Payable Count: (1) 11,501.50 |
| Vendor: 1125 <u>77458</u> | TOTAL FIRE & SAFETY, INC. FIRE EXTINGHISHER MAINTENANCE | 02/28/2015 | 635.00 | Payable Count: (1) 635.00 |
| Vendor: 2029 <u>0000215986</u> | TREE TOWNS IMAGING & COLOR GRAPHICS BOND COPIES | 02/28/2015 | 156.00 | Payable Count: (1) 156.00 |
| Vendor: 1080 <u>025-117756</u> | TYLER TECHNOLOGIES, INC ON-SITE DATA ANASYSIS | 02/28/2015 | 5,767.38 | Payable Count: (1) 5,767.38 |
| Vendor: 1047 <u>103001118-1</u> <u>103001119-2</u> | UNITED RADIO COMMUNICATIONS VEHICLE RADIO REPAIR VEHICLE RADIO REPAIR | 02/26/2015 02/26/2015 | 214.51 91.56 | Payable Count: (2) 214.51 91.56 |
| Vendor: 1427 <u>01857158</u> | VILLA PARK ELECTRICAL SUPPLY CO., INC. UNIFORMS | 02/26/2015 | 42.60 | Payable Count: (1) 42.60 |
| | | | Payable Account 01-211000 | Payable Count: (84) Total: 7,547,611.19 |

Payable Account Summary

| Account | Count | Amount |
|------------------------------|-----------|---------------------|
| 01-211000 - ACCOUNTS PAYABLE | 84 | 7,547,611.19 |
| Report Total: | 84 | 7,547,611.19 |

Payable Fund Summary


| Fund | Count | Amount |
|----------------------|-----------|---------------------|
| 01 - WATER FUND | 84 | 7,547,611.19 |
| Report Total: | 84 | 7,547,611.19 |



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz
General Manager 

DATE: March 11, 2015

SUBJECT: February 2015 Invoice

I reviewed the Gorski & Good, LLP February 2015 invoice for services rendered during the period – February 1, 2015 – February 28, 2015 and recommend it for approval. This invoice should be placed on the March 19, 2015, Commission meeting accounts payable.

February 2015
Gorski & Good


| CATEGORY | <u>FEEES</u> | <u>HOURS BILLED</u> | <u>AVERAGE HOURLY RATE</u> | <u>ATTORNEYS & PARALEGALS EMPLOYED</u> | <u>MAJOR ACTIVITIES</u> |
|----------|-------------------|-------------------------|------------------------------------|---|--|
| General | \$3,320.00 | 16.6 | \$200.00 | Good (1.6 at \$200/hr.) Jones (15.0 @ \$200/hr.) | various (review board packet material, contracts, bid material, agreements, and attend regular Commission Meeting) |
| Misc: | <u>\$27.74</u> | <u>16.6</u> | <u>\$200.00</u> | | |
| | <u>\$3,347.74</u> | | | | |



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz 
General Manager

DATE: February 6, 2015

SUBJECT: January 2015 Invoice

I reviewed the Storino Ramello & Durkin February 2015 invoice for services rendered during the period January 1, 2015 – January 31, 2015 and recommend it for approval. This invoice should be placed on the March 19, 2015, Commission meeting accounts payable.

February 6, 2015
Storino Ramello & Durkin

| CATEGORY | <u>FEEES</u> | <u>HOURS BILLED</u> | <u>AVERAGE HOURLY RATE</u> | <u>ATTORNEYS & PARALEGALS EMPLOYED</u> | <u>MAJOR ACTIVITIES</u> |
|-----------|--------------|-------------------------|------------------------------------|--|---|
| M. Durkin | \$146.20 | 0.68 | \$215.00 | M. Durkin (0.68 @ \$215/hr.) | Discussion regarding items relating to Collective |
| A. Durkin | \$0.00 | <u>0.00</u> | <u>\$195.00</u> | | Bargaining Local Union 150 |
| | \$146.20 | 0.68 | | | |