



DuPage Water Commission

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

AGENDA

DUPAGE WATER COMMISSION

THURSDAY, SEPTEMBER 17, 2015
6:30 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

I. Call to Order and Pledge of Allegiance

II. Roll Call

(Majority of the Commissioners then in Office—minimum 7)

III. 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 matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2) (Roll Call).

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

IV. Treasurer Appointment

(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 confirm Chairman Zay's appointment of the new Treasurer of the DuPage Water Commission, subject to the advice and consent of the DuPage County Board (Roll Call).

V. Public Comments (limited to 3 minutes per person)

VI. Approval of Minutes

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

RECOMMENDED MOTION: To approve the Minutes of the August 20, 2015 Regular Meeting of the DuPage Water Commission (Voice Vote).

VII. Treasurer's Report – August 2015

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

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

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.

VIII. Committee Reports

A. Finance Committee

1. Report of 9/17/15 Finance Committee
2. Ordinance No. O-6-15: An Ordinance Approving and Authorizing the Execution of a First Amendment to the Water Purchase and Sale Contract Between the DuPage Water Commission and the Village of Winfield

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

3. Ordinance No. O-7-15: An Ordinance Approving and Authorizing the Execution of Certain Amendments to the Water Purchase and Sale Contract Between the DuPage Water Commission and the Illinois-American Water Company

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

RECOMMENDED MOTION: To adopt item numbers 2 and 3 under the Finance Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

4. Actions on Other Items Listed on 9/17/15 Finance Committee Agenda

B. Administration Committee

1. Report of 9/17/15 Administration Committee
2. Resolution No. R-27-15: A Resolution Authorizing the DuPage Water Commission Participation in the Long-Term Care (LTC) Program for Illinois Municipal Retirement Fund Members and Retirees

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

RECOMMENDED MOTION: To adopt Resolution No. R-27-15: A Resolution Authorizing the DuPage Water Commission Participation in the Long-Term Care (LTC) Program for Illinois Municipal Retirement Fund Members and Retirees (Roll Call).

3. Actions on Other Items Listed on 9/17/15 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 9/17/15 Engineering & Construction Committee
2. Resolution No. R-25-15: A Resolution Approving and Authorizing the Execution of a Two Year Extension Addendum with AT&T at the Same Pricing Schedule for Communication Services – **(Estimated Annual Cost of \$22,656.00)**

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

3. Resolution No. R-26-15: A Resolution Directing Advertisement for Bids on a Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 1 and No. 4 East -Contract SS-7/16 **(No Cost)**

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

4. Resolution No. R-28-15: A Resolution Awarding a Contract for Masonry, Concrete Parapet and Handrail Rehabilitation Work at the DuPage Pumping Station – **(Manusos General Contracting, Inc. - \$259,000.00)**

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

5. Request For Board Action: Authorization for General Manager to Execute a Contract for Vibration Monitor Replacement at the DuPage Pumping Station – **(Mid America Dynamics, Inc. in the amount of \$74,775.00)**

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

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

6. Actions on Other Items Listed on 9/17/15 Engineering & Construction Committee Agenda

IX. 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 \$11,040,569.28 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 \$726,875.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

X. Chairman's Report

XI. Omnibus Vote Requiring Majority Vote

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

XIII. Old Business

XIV. New Business

XV. Adjournment

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

**MINUTES OF A MEETING OF THE
RESCHEDULED DuPAGE WATER COMMISSION
HELD ON THURSDAY, AUGUST 20, 2015
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 6:08 P.M.

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

Commissioners Absent: P. Suess

Also in attendance: J. Spatz, C. Johnson, C. Peterson, J. Rodriguez, R. C. Bostick, J. Schori, M. Weed, T. McGhee, Frank Frelka, E. Kazmierczak, R. Jones of Gorski & Good and J. Savio of Sikich LLP

PUBLIC COMMENT

None

APPROVAL OF MINUTES

Commissioner Furstenau moved to approve the Minutes of the June 18, 2015 Regular Meeting. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER REPORT

Commissioner/Treasurer Pruyn presented the June and July 2015 Treasurer's Reports, consisting of twelve pages each, noting that pages 1, 2 and 3, of each report, contained a brief summary.

For the month of June, Commissioner/Treasurer Pruyn pointed out the \$106.6 million of cash and investments on page 4, which reflected an increase of about \$4.1 million from the previous month. Commissioner/Treasurer Pruyn also pointed out the schedule of investments on pages 5 through 10 totaling \$102.8 million and the market yield on the total portfolio showed 78 basis points which had decreased from the prior month. On page 11, the statement of cash flows showed an increase in cash and investments by about \$7.0 million and operating activities increased cash by approximately \$4.0 million, roughly \$5.5 million of sales tax was received, and principal and interest debt payments on bonds totaled about \$2.1 million. On page 12, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements and approximately \$9.9 million of outstanding debt in Table 3, Row J.

Minutes of the 8/20/15 Rescheduled Commission Meeting

For the month of July, Commissioner/Treasurer Pruyn pointed out the \$108.2 million of cash and investments on page 4, which reflected an increase of about \$1.6 million from the previous month. Commissioner/Treasurer Pruyn also pointed out the schedule of investments on pages 5 through 10 totaling \$104.9 million and the market yield on the total portfolio showed 79 basis points which had slightly increased from the prior month. On page 11, the statement of cash flows showed an increase in cash and investments by about \$8.6 million and operating activities increased cash by approximately \$4.9 million, roughly \$8.5 million of sales tax was received, and principal and interest debt payments on bonds totaled about \$3.0 million. On page 12, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements and approximately \$9.0 million of outstanding debt in Table 3, Row J.

Discussion ensued regarding sales tax collections.

Commissioner Loftus moved to accept the June and July 2015 Treasurer's Reports.
Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Finance Committee – Reported by Commissioner/Treasurer Pruyn

Commissioner/Treasurer Pruyn reported that the Finance Committee had reviewed and recommended for approval all action items listed on the Finance Agenda and provided a brief summary of those items.

Other items discussed included the Treasurer's position which Commissioner/Treasurer Pruyn informed that initial interviews would be conducted by General Manager Spatz and Financial Administrator Peterson. Upon completion of the interviews, staff would recommend one candidate to be interviewed by the full Board at the September meeting.

With regards to the subsequent customer capital cost recovery charge payment, Commissioner/Treasurer Pruyn noted that staff would be looking into giving the four remaining subsequent customers that carry an outstanding loan with the Commission (Argonne National Laboratories, Illinois American Water, City of Oakbrook Terrace, and the Village of Winfield) an opportunity to pay off the loan in full. Steps involved regarding the payoff process would be reported at the September meeting.

With regards to the 2015 Annual Audit Report, Chairman Zay asked Sikich LLP representative Jim Savio to present the 2015 Annual Audit Report. Mr. Savio provided a favorable summary of the report pointing out that the Commission had no audit adjustments, no past adjustments, no material weaknesses, no significant deficiencies, no deficiencies, and also issued an unmodified opinion to the Commission.

Minutes of the 8/20/15 Rescheduled Commission Meeting

Commissioner/Treasurer Pruyn inquired about the new GASB Standard regarding accounting and financial reporting for pensions. Mr. Savio responded that going forward under the new standard, the auditor would be reporting on a market value basis, the actuarial value as of December 31st.

With no further discussion, Commissioner/Treasurer Pruyn 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 Commissioner Russo and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: P. Suess

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

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

Administration Committee – Reported by Commissioner Crawford

Commissioner Crawford reported that the Administration Committee had reviewed and recommended for approval all action items listed on the Administration Agenda. After providing a brief summary, Commissioner Crawford moved to authorize the Execution of a Consulting Agreement with Rory Group, LLC. for a one year period in an amount not to exceed \$18,000.00. Seconded by Commissioner Russo and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: P. Suess

Commissioner Crawford concluded her report by noting that staff and Reach HR Consulting, are in the process of revising the Employee Handbook in its entirety and should be completed for Board review at the September meeting. In addition, Reach HR Consulting had been assisting staff with a compensation survey which would update current job descriptions as well as establish salary ranges for senior level employees. Results would be presented within the first quarter of 2016.

Minutes of the 8/20/15 Rescheduled Commission Meeting

Engineering & Construction Committee – Reported by Commissioner Loftus

Commissioner Loftus reported that the Engineering & Construction Committee had reviewed and recommended for approval all action items listed on the Engineering & Construction Agenda. After providing a brief summary of all items, Commissioner Loftus moved to adopt item numbers 2 through 6 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Saverino and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: P. Suess

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

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

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

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

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

Chairman Zay referred to the pictures that had been distributed at the meeting which showed the water tanks that had been recently painted with the Commission's logo and commended staff on a job well done.

ACCOUNTS PAYABLE

Commissioner Furstenau moved to approve the Accounts Payable in the amount of \$8,733,726.11, (June 2015, disbursements made with concurrence of Commission's Chairman) and \$9,991,583.21 (July 2015) subject to submission of all contractually required documentation, for invoices that have been received and to approve the Accounts Payable in the amount of \$1,223,090.00, (June 2015, disbursements made with concurrence of Commission's Chairman) and \$1,563,075.00 (July 2015) subject to

Minutes of the 8/20/15 Rescheduled Commission Meeting

submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Russo and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: P. Suess

CHAIRMAN'S REPORT

Chairman Zay extended his appreciation to the Board members for changing their schedules to accommodate the earlier start time for the meetings. Chairman Zay noted that staff would be polling the Commissioners to see if an earlier start time would be more favorable.

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 Russo moved to adjourn the meeting at 6:30 P.M. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

TO: Chairman and Commissioners
FROM: Jeff Pruyn, Treasurer
DATE: September 8, 2015
SUBJECT: TREASURER'S REPORT – AUGUST 31, 2015

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of August. 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 \$111.9 million at August 31st, an increase of \$3.7 million over the previous month.
2. The balance in the BMO Harris checking account was \$4.4 million at August 31st, an increase of slightly over \$1.1 million compared to the \$3.3 million reported last month.
3. The BMO Harris money market accounts had \$15.0 million at month-end, a decrease of \$0.4 million from the preceding month.
4. During the month of August, the IIIT money market accounts decreased by \$5.0 million from the prior month.
5. Our holdings of U.S. Agency investments increased by \$4.9 million and Commercial Paper increased by nearly \$3.0 million in August.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. Over the past four months the Commission's cash and investments increased a total of \$12.3 million.
 - The Operating & Maintenance Account increased by \$1.5 million, for an ending balance of \$18.5 million.
 - The General Account increased by \$6.0 million, for an ending balance of \$7.0 million. There was a \$3 million transfer from the Operating & Maintenance account and a \$5 million transfer to the Operating Reserve account in August.
 - The Sales Tax Account remained relatively unchanged at \$2.1 million.
 - The Capital Reserve Fund increased \$39,228 for a balance of \$29.3 million.

- The Operating Reserve Account increased approximately \$5.1 million for a balance of \$46.0 million.
- The Long-Term Capital Reserve Account increased by \$32,939 for a balance of \$7.9 million.

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

Cash and Investments by Account

Account	Balance 4/30/2015	Balance 8/31/2015	Increase (Decrease)
Operations & Maintenance	\$17,071,214	\$18,542,526	\$1,471,312
Bond Interest	11,920	8,611	(3,309)
Bond Principal	1,181,000	906,750	(274,250)
General Account	1,040,019	7,042,128	6,002,109
Sales Tax	2,118,925	2,123,196	4,271
Operating Reserve	40,933,837	45,987,452	5,053,615
Capital Reserve	29,301,655	29,340,883	39,228
Long-Term Cap. Reserve	7,916,324	7,949,263	32,939
Total Cash & Investments	\$99,574,894	\$111,900,809	\$12,325,915

Schedule of Investments (Pages 5-10)

1. The average yield to maturity on the Commission's investments was 0.84%, an increase from the previous month's 0.79% due to the higher yields from increased investments in U.S. Agency investments and Commercial Paper.
2. The portfolio is showing unrealized gains of \$112,268 at August 31, 2015, compared to \$215,019 at April 30th.
3. The amortized cost of our investments was \$107.5 million at August 31st, an increase of \$2.6 million over the prior month.

Statement of Cash Flows (Page 11)


1. The statement of cash flows shows a breakdown of the \$12.3 million increase in cash and investments since the beginning of the fiscal year.
2. Operating activities increased cash by \$6.5 million.
3. \$11.8 million of sales tax revenue was received.
4. Debt service payments totaled \$3.9 million.
5. Capital Assets purchased totaled \$2.3 million year-to-date.
6. Cash flow from investment activity generated \$172,568.

Reserve Analysis (Page 12)

1. The reserve analysis report shows the commission has met or exceeded all reserve targets at August 31st.

2. The Operating and Maintenance Account was \$5.8 million over its target balance of \$12.7 million.
3. The Operating Reserve account is \$5.8 million over its minimum target of \$40.2 million due to the current month transfer to increase the balance beyond its minimum by the Board.
4. There was \$8.1 million of debt outstanding at August 31st, a reduction of \$0.9 million from last month. For the year to date, \$3.9 million of debt has been retired.

Respectfully submitted,



Jeff Pruyn, CPA
Treasurer

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

FUNDS CONSIST OF:	August 31, 2015	July 31, 2015	INCR. - (DECR.)
PETTY CASH	1,200.00	1,200.00	0.00
CASH AT HARRIS BANK	4,410,608.44	3,270,054.53	1,140,553.91
TOTAL CASH	4,411,808.44	3,271,254.53	1,140,553.91
IIIT MONEY MARKET FUNDS	150,989.38	5,174,653.32	(5,023,663.94)
BMO HARRIS MONEY MARKET FUNDS	15,046,077.91	15,450,035.39	(403,957.48)
U. S. TREASURY INVESTMENTS	47,111,643.38	46,735,295.64	376,347.74
U. S. AGENCY INVESTMENTS	29,954,615.35	25,027,357.78	4,927,257.57
MUNICIPAL BONDS	5,925,321.49	6,161,985.58	(236,664.09)
COMMERCIAL PAPER	6,995,326.12	3,999,315.56	2,996,010.56
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	2,305,026.49	2,380,675.60	(75,649.11)
TOTAL INVESTMENTS	107,489,000.12	104,929,318.87	2,559,681.25
TOTAL CASH AND INVESTMENTS	111,900,808.56	108,200,573.40	3,700,235.16
	August 31, 2015	July 31, 2015	% CHANGE
IIIT MONEY MARKET FUNDS	0.1%	4.9%	-97.1%
BMO HARRIS MONEY MARKET FUNDS	14.0%	14.7%	-2.6%
U. S. TREASURY INVESTMENTS	43.8%	44.5%	0.8%
U. S. AGENCY INVESTMENTS	27.9%	23.9%	19.7%
MUNICIPAL BONDS	5.5%	5.9%	-3.8%
COMMERCIAL PAPER	6.5%	3.8%	74.9%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	2.1%	2.3%	-3.2%
SUPRANATIONAL BONDS	0.0%	0.0%	N/A
TOTAL INVESTMENTS	99.9%	100.0%	2.4%

Note 1 - Investments are carried at amortized cost.

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

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 08/31/15
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	0.190%	08/31/15	09/01/15	1	0.190%	\$ 14,130,717.51	\$ 14,130,717.51	\$ -	\$ 14,130,717.51	-
Revenue Bond Interest Account (01-121200)										
BMO Harris	0.000%	08/31/15	09/01/15		0.000%	\$ 8,610.40	\$ 8,610.40	\$ -	\$ 8,610.40	\$ -
Revenue Bond Principal (01-121300)										
BMO Harris	0.000%	08/31/15	09/01/15		0.000%	\$ 906,750.00	\$ 906,750.00	\$ -	\$ 906,750.00	\$ -
Water Fund General Account (01-121700)										
IIIT - Money Market	0.030%	08/31/15	09/01/15	1	0.030%	46,801.95	46,801.95	-	46,801.95	-
BNP PARIBAS FINANCE CP	0.000%	05/27/15	09/28/15	28	0.280%	1,000,000.00	999,790.00	754.44	999,035.56	-
Bank of Tokyo Mitsubishi CP	0.000%	08/21/15	10/21/15	51	0.260%	2,000,000.00	1,999,277.78	158.89	1,999,118.89	-
Credit Agricole CIB NY CP	0.000%	08/24/15	11/23/15	84	0.330%	2,000,000.00	1,998,478.34	146.67	1,998,331.67	-
BNP PARIBAS FINANCE CP	0.000%	08/21/15	12/21/15	112	0.360%	2,000,000.00	1,997,780.00	220.00	1,997,560.00	-
	Weighted Avg Maturity		74		0.310%	\$ 7,046,801.95	\$ 7,042,128.07	\$ 1,280.00	\$ 7,040,848.07	\$ -
Sales Tax Funds (01-123000)										
IIIT - Money Market	0.030%	08/31/15	09/01/15	1	0.030%	5,554.50	5,554.50	-	5,554.50	-
US Treasury Notes	2.000%	01/30/13	01/31/16	153	0.440%	35,000.00	35,225.30	(1,396.18)	36,621.48	60.87
US Treasury Notes	2.000%	03/04/14	01/31/16	153	0.300%	170,000.00	171,192.33	(4,306.11)	175,498.44	295.65
US Treasury Notes	0.375%	06/03/14	05/31/16	274	0.380%	75,000.00	74,995.60	7.32	74,988.28	71.47
US Treasury Notes	0.375%	08/03/15	05/31/16	274	0.280%	105,000.00	105,077.87	(8.26)	105,086.13	100.05
US Treasury Notes	1.750%	04/04/14	05/31/16	274	0.540%	150,000.00	151,354.62	(2,547.72)	153,902.34	667.01
US Treasury Notes	0.375%	06/01/15	05/31/16	274	0.290%	170,000.00	170,104.33	(35.12)	170,139.45	161.99
US Treasury Notes	0.375%	03/23/15	05/31/16	274	0.390%	320,000.00	319,968.71	18.71	319,950.00	304.92
IN ST Bonds Tax Rev	0.919%	12/23/13	01/15/16	137	0.920%	150,000.00	150,000.00	-	150,000.00	176.14
Regional Trans Auth, IL Rev Bonds	0.550%	05/07/14	05/06/16	249	0.580%	200,000.00	199,953.53	89.53	199,864.00	458.33
FHLB (CALLABLE) Global Notes	0.375%	12/30/13	12/30/15	121	0.390%	150,000.00	149,992.54	37.54	149,955.00	95.31
Farmer Mac Agency Notes	0.350%	08/11/14	02/11/16	164	0.350%	200,000.00	200,000.00	-	200,000.00	38.89
Fannie Mae Global Notes	0.500%	02/14/13	03/30/16	212	0.540%	115,000.00	114,975.47	106.57	114,868.90	241.18
Fannie Mae Global Notes	0.500%	08/29/13	03/30/16	212	0.710%	150,000.00	149,819.11	618.61	149,200.50	314.58
FHLMC Reference Note	0.400%	11/21/14	05/27/16	270	0.420%	125,000.00	124,981.71	19.21	124,962.50	130.56
	Weighted Avg Maturity		220		0.464%	\$ 2,120,554.50	\$ 2,123,195.62	\$ (7,395.90)	\$ 2,130,591.52	\$ 3,116.95

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

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 08/31/15
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	0.030%	08/31/15	09/01/15	1	0.030%	51,020.63	51,020.63	-	51,020.63	-
US Treasury Notes	1.000%	08/25/15	09/30/16	396	0.490%	2,000,000.00	2,012,283.10	(216.90)	2,012,500.00	8,415.30
US Treasury Notes	1.000%	03/06/13	10/31/16	427	0.490%	690,000.00	694,076.09	(8,645.78)	702,721.87	2,325.00
US Treasury Notes	4.625%	01/10/14	02/15/17	534	0.920%	425,000.00	447,663.47	(25,265.24)	472,928.71	908.03
US Treasury Notes	1.000%	02/27/14	03/31/17	578	0.730%	1,075,000.00	1,079,507.79	(4,226.59)	1,083,734.38	4,523.22
US Treasury Notes	1.000%	03/19/14	03/31/17	578	0.920%	1,850,000.00	1,852,239.26	(2,024.41)	1,854,263.67	7,784.15
US Treasury Notes	0.625%	03/12/13	05/31/17	639	0.720%	675,000.00	673,943.98	1,475.23	672,468.75	1,071.98
US Treasury Notes	0.625%	05/15/14	05/31/17	639	0.830%	1,000,000.00	996,532.03	2,547.65	993,984.38	1,588.11
US Treasury Notes	2.500%	12/09/14	06/30/17	669	0.920%	750,000.00	771,482.27	(8,488.43)	779,970.70	3,209.92
US Treasury Notes	0.625%	10/31/12	09/30/17	761	0.750%	100,000.00	99,751.22	384.04	99,367.18	282.98
US Treasury Notes	0.625%	10/31/12	09/30/17	761	0.750%	300,000.00	299,253.66	1,152.10	298,101.56	788.93
US Treasury Notes	0.750%	11/01/12	10/31/17	792	0.740%	25,000.00	25,006.42	45.47	24,960.95	63.18
US Treasury Notes	0.625%	11/05/12	10/31/17	792	0.740%	100,000.00	100,025.69	181.89	99,843.80	252.72
US Treasury Notes	0.750%	03/08/13	02/28/18	912	0.850%	1,500,000.00	1,498,317.28	3,582.90	1,492,734.38	30.91
US Treasury Notes	0.750%	04/30/15	03/31/18	943	0.840%	700,000.00	698,354.78	214.15	698,140.63	2,209.02
US Treasury Notes	0.750%	04/23/15	03/31/18	943	0.870%	1,500,000.00	1,495,311.62	643.65	1,494,667.97	4,733.61
US Treasury Notes	0.625%	05/10/13	04/30/18	973	0.810%	625,000.00	621,917.36	2,605.84	619,311.52	1,316.24
US Treasury Notes	1.375%	02/04/15	07/31/18	1,065	0.920%	150,000.00	151,700.66	(45.43)	151,746.09	179.35
US Treasury Notes	1.250%	10/06/14	10/31/18	1,157	1.470%	475,000.00	481,181.84	(1,202.93)	482,384.77	967.93
US Treasury Notes	1.250%	06/03/14	11/30/18	1,187	1.410%	305,000.00	303,445.76	578.38	302,867.38	968.75
US Treasury Notes	1.500%	07/31/14	01/31/19	1,249	1.610%	1,075,000.00	1,071,177.49	1,174.56	1,070,002.93	1,402.17
US Treasury Notes	1.625%	09/04/14	03/31/19	1,308	1.600%	1,000,000.00	1,000,866.21	(227.54)	1,001,093.75	6,837.43
US Treasury Notes	1.625%	04/23/15	04/30/19	1,338	1.200%	1,500,000.00	1,522,581.80	(2,144.76)	1,524,726.56	8,213.32
US Treasury Notes	3.125%	11/03/14	05/15/19	1,353	1.500%	205,000.00	216,942.26	(2,583.91)	219,526.17	1,897.50
US Treasury Notes	1.750%	03/27/15	09/30/19	1,491	1.390%	1,500,000.00	1,521,097.59	(2,164.13)	1,523,261.72	11,045.08
US Treasury Notes	1.000%	02/27/15	09/30/19	1,491	1.420%	2,200,000.00	2,163,429.71	4,421.90	2,159,007.81	9,256.83
US Treasury Notes	1.000%	05/29/15	11/30/19	1,552	1.440%	1,050,000.00	1,030,872.54	1,134.26	1,029,738.28	2,668.03
US Treasury Notes	1.000%	08/25/15	11/30/19	1,552	1.440%	1,500,000.00	1,479,057.09	92.25	1,478,964.84	3,811.48
IN ST Bonds Tax Rev	0.919%	12/23/13	01/15/16	137	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	154	0.930%	275,000.00	275,137.54	(791.96)	275,929.50	240.63
Regional Trans Auth, IL Rev Bonds	0.550%	05/07/14	05/06/16	249	0.580%	850,000.00	849,802.49	380.49	849,422.00	1,947.92
IL ST Unemployment Rev Bonds	5.000%	07/31/12	06/15/16	289	1.050%	100,000.00	103,091.20	(10,748.80)	113,838.00	1,055.56
IL ST Unemployment Rev Bonds	5.000%	07/31/12	06/15/16	289	1.050%	300,000.00	309,273.61	(32,240.39)	341,514.00	3,166.67
IN ST Bond Bank Txbl Rev Bonds	1.022%	06/05/13	07/15/16	319	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	793	1.660%	700,000.00	701,377.20	(1,121.80)	702,499.00	4,083.33
MS ST Taxable GO Bonds	1.472%	02/18/15	10/01/18	1,127	1.470%	150,000.00	150,000.00	-	150,000.00	920.00
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	1,127	1.650%	565,000.00	565,000.00	-	565,000.00	3,884.38
CT ST Taxable GO Bonds	1.974%	03/25/15	03/15/19	1,292	1.970%	300,000.00	300,000.00	-	300,000.00	2,586.20
UNIV OF CAL Taxable Rev Bonds	2.003%	03/25/15	05/15/19	1,353	2.000%	135,000.00	135,000.00	-	135,000.00	796.19
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	1,492	1.680%	310,000.00	310,000.00	-	310,000.00	2,168.71
NY Trans Fin Auth, NY Txbl Rev Bonds	2.750%	04/23/15	02/01/20	1,615	1.880%	375,000.00	388,750.92	(1,065.33)	389,816.25	859.38

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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 08/31/15
Water Fund Operating Reserve (01-121800) Continued...										
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	5,237	2.620%	396,836.41	419,385.94	(764.61)	420,150.55	1,157.44
FNMA Series 2015-M1 ASQ2	1.626%	01/30/15	02/01/18	885	1.260%	200,000.00	201,546.44	(452.06)	201,998.50	271.00
FNMA Series 2015-M7 ASQ2	1.550%	04/30/15	04/01/18	944	0.830%	175,000.00	176,516.95	(232.42)	176,749.37	226.04
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	2,040	2.030%	393,240.93	393,240.93	(27,281.09)	420,522.02	1,474.65
FHLB Global Notes	2.000%	10/29/14	09/09/16	375	0.500%	895,000.00	908,690.43	(11,181.62)	919,872.05	8,552.22
FNMA Notes	1.250%	03/30/12	09/28/16	394	1.060%	200,000.00	200,394.49	(4,011.71)	204,406.20	1,062.50
FHLB Global Notes	0.500%	08/07/14	09/28/16	394	0.610%	290,000.00	289,671.34	323.84	289,347.50	616.25
FNMA Notes	1.250%	03/30/12	09/28/16	394	1.060%	500,000.00	500,986.23	(10,029.27)	511,015.50	2,656.25
FHLMC Notes	0.875%	10/01/13	10/14/16	410	0.770%	1,000,000.00	1,001,130.97	(1,909.03)	1,003,040.00	3,329.86
FHLB Global Notes	0.840%	03/24/15	03/24/17	571	0.840%	750,000.00	750,000.00	-	750,000.00	2,747.50
FHLB Global Notes	0.625%	05/15/15	05/30/17	638	0.670%	810,000.00	809,423.89	96.19	809,327.70	1,279.69
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	668	0.970%	165,000.00	165,100.70	(56.71)	165,157.41	284.17
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	668	0.960%	635,000.00	635,475.06	(267.89)	635,742.95	1,093.61
Freddie Mac Global Notes	1.000%	07/31/12	07/28/17	697	0.860%	95,000.00	95,246.19	(317.92)	95,564.11	87.08
Freddie Mac Global Notes	1.000%	07/31/12	07/28/17	697	0.860%	125,000.00	125,323.93	(418.32)	125,742.25	114.58
Freddie Mac Global Notes	1.000%	03/20/15	07/28/17	697	0.850%	205,000.00	205,566.06	(130.94)	205,697.00	187.92
Fannie Mae Global Notes	0.875%	09/06/12	08/28/17	728	0.820%	200,000.00	200,201.38	279.38	199,922.00	14.58
Fannie Mae Global Notes	0.875%	09/06/12	08/28/17	728	0.820%	475,000.00	475,478.27	663.52	474,814.75	34.64
Fannie Mae Global Notes	0.875%	11/27/13	10/26/17	787	1.080%	1,300,000.00	1,294,457.24	4,402.24	1,290,055.00	3,949.65
Tennessee Valley Authority Notes	6.250%	08/19/15	12/15/17	837	1.010%	720,000.00	805,156.38	(1,226.34)	806,382.72	9,500.00
Freddie Mac Global Notes	0.875%	03/27/13	03/07/18	919	0.930%	450,000.00	449,388.76	576.76	448,812.00	1,903.13
Freddie Mac Global Notes	0.875%	03/12/13	03/07/18	919	1.020%	1,100,000.00	1,095,918.56	3,904.56	1,092,014.00	4,652.08
Fannie Mae Global Notes	0.875%	05/24/13	05/21/18	994	1.190%	500,000.00	495,798.26	3,373.26	492,425.00	1,215.28
Fannie Mae Global Notes	0.875%	05/22/13	05/21/18	994	1.050%	1,000,000.00	995,337.74	3,787.74	991,550.00	2,430.56
FNMA Benchmark Note	1.125%	09/01/15	10/19/18	1,145	1.180%	2,300,000.00	2,296,274.00	-	2,296,274.00	-
Fannie Mae Global Notes	1.625%	10/23/14	11/27/18	1,184	1.390%	990,000.00	997,485.89	(1,919.11)	999,405.00	4,200.63
Freddie Mac Global Notes	1.750%	12/03/14	05/30/19	1,368	1.490%	475,000.00	479,525.99	(870.01)	480,396.00	2,101.22
FNMA Notes	1.750%	12/03/14	11/26/19	1,548	1.610%	475,000.00	477,621.50	(442.25)	478,063.75	2,193.58
Weighted Avg Maturity			968		1.094%	\$ 45,831,097.97	\$ 46,009,816.08	\$ (126,691.38)	\$ 46,136,507.46	\$ 166,126.37

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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 08/31/15
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	0.030%	08/31/15	09/01/15	1	0.030%	37,279.56	37,279.56	-	37,279.56	-
US Treasury Notes	2.750%	10/21/13	11/30/16	457	0.690%	10,000.00	10,255.01	(377.41)	10,632.42	69.88
US Treasury Notes	2.750%	12/13/13	11/30/16	457	0.670%	145,000.00	148,744.03	(5,114.57)	153,858.60	1,013.22
US Treasury Notes	1.000%	03/17/14	03/31/17	578	0.790%	175,000.00	175,582.47	(531.79)	176,114.26	736.34
US Treasury Notes	1.000%	04/11/14	03/31/17	578	0.780%	175,000.00	175,592.06	(515.36)	176,107.42	736.34
US Treasury Notes	0.625%	02/05/14	05/31/17	639	0.820%	365,000.00	363,750.65	917.84	362,832.81	579.66
US Treasury Notes	0.625%	04/24/15	05/31/17	639	0.580%	500,000.00	500,373.84	(75.38)	500,449.22	794.06
US Treasury Notes	0.625%	05/15/14	11/30/17	822	1.030%	425,000.00	421,156.14	2,182.51	418,973.63	674.95
US Treasury Notes	0.750%	12/31/13	02/28/18	912	1.380%	485,000.00	477,575.57	4,814.24	472,761.33	9.99
US Treasury Notes	0.625%	05/13/13	04/30/18	973	0.820%	180,000.00	179,063.05	792.74	178,270.31	379.08
US Treasury Notes	0.625%	05/15/13	04/30/18	973	0.820%	180,000.00	179,074.01	782.60	178,291.41	379.08
US Treasury Notes	1.375%	02/20/15	09/30/18	1,126	1.260%	230,000.00	230,800.92	(133.46)	230,934.38	1,330.67
US Treasury Notes	1.625%	04/24/15	04/30/19	1,338	1.150%	630,000.00	640,659.11	(1,005.73)	641,664.84	3,449.59
US Treasury Notes	1.250%	01/12/15	02/29/20	1,643	1.480%	275,000.00	272,247.92	373.89	271,874.03	9.44
US Treasury Notes	1.125%	04/24/15	04/30/20	1,704	1.350%	300,000.00	296,975.97	222.06	296,753.91	1,137.23
US Treasury Notes	2.625%	01/12/15	11/15/20	1,903	1.640%	300,000.00	314,738.14	(1,714.99)	316,453.13	2,332.54
US Treasury Notes	2.250%	04/24/15	03/31/21	2,039	1.540%	250,000.00	259,464.14	(574.92)	260,039.06	2,366.80
US Treasury Notes	2.000%	01/12/15	05/31/21	2,100	1.720%	300,000.00	304,509.98	(470.49)	304,980.47	1,524.59
US Treasury Notes	1.875%	01/12/15	11/30/21	2,283	1.780%	260,000.00	261,530.97	(144.81)	261,675.78	1,238.73
US Treasury Notes	1.625%	02/26/15	08/15/22	2,541	1.780%	175,000.00	172,814.00	151.89	172,662.11	131.37
US Treasury Notes	1.750%	04/24/15	05/15/23	2,814	1.790%	390,000.00	388,832.80	51.55	388,781.25	2,021.54
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	1,127	1.650%	95,000.00	95,000.00	-	95,000.00	653.13
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	1,492	1.680%	40,000.00	40,000.00	-	40,000.00	279.83
NY Trans Fin Auth, NY Txbi Rev Bonds	2.750%	04/23/15	02/01/20	1,615	1.880%	75,000.00	77,750.18	(213.07)	77,963.25	171.88
CT ST Taxable GO Bonds	2.294%	03/25/15	03/15/20	1,658	2.290%	70,000.00	70,000.00	-	70,000.00	695.85
UNIV OF CAL Taxable Rev Bonds	2.253%	03/25/15	05/15/20	1,719	2.250%	50,000.00	50,000.00	-	50,000.00	488.15
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	5,237	2.620%	98,041.94	103,613.00	(188.91)	103,801.91	285.96
FNMA SERIES 2015	2.013%	03/31/15	07/25/22	2,520	1.710%	24,130.30	24,355.53	(15.63)	24,371.16	40.48
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	668	0.970%	80,000.00	80,048.82	(27.50)	80,076.32	137.78
Freddie Mac Global Notes	1.000%	08/13/14	06/29/17	668	0.960%	300,000.00	300,224.44	(126.56)	300,351.00	516.67
Fannie Mae Global Notes	0.875%	05/15/14	05/21/18	994	1.300%	425,000.00	420,147.41	2,249.16	417,898.25	1,032.99
Fannie Mae Global Notes	1.625%	12/31/13	11/27/18	1,184	1.780%	475,000.00	472,730.03	1,121.53	471,608.50	2,015.45
Fannie Mae Benchmark Notes	1.875%	05/15/14	02/19/19	1,268	1.550%	400,000.00	404,373.46	(1,570.54)	405,944.00	250.00
Weighted Avg Maturity			1.350		1.313%	\$ 7,919,451.80	\$ 7,949,263.21	\$ 858.89	\$ 7,948,404.32	\$ 27,483.27

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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 08/31/15
Capital Reserve (01-122000)										
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- Money Market (PFM Asset Management)	0.030%	08/31/15	09/01/15	1	0.030%	10,332.74	10,332.74	-	10,332.74	-
US Treasury Notes	3.250%	12/31/14	06/30/16	304	0.510%	300,000.00	306,776.90	(5,469.19)	312,246.09	1,669.16
US Treasury Notes	1.500%	01/27/15	07/31/16	335	0.380%	775,000.00	782,875.23	(5,142.35)	788,017.58	1,010.87
US Treasury Notes	0.375%	04/06/15	10/31/16	427	0.410%	400,000.00	399,860.74	48.24	399,812.50	505.43
US Treasury Notes	0.375%	01/05/15	10/31/16	427	0.620%	1,000,000.00	997,170.79	1,584.85	995,585.94	1,263.59
US Treasury Notes	0.875%	11/01/13	11/30/16	457	0.620%	200,000.00	200,629.42	(917.45)	201,546.87	444.67
US Treasury Notes	0.500%	08/27/15	11/30/16	457	0.510%	200,000.00	199,976.82	0.26	199,976.56	254.10
US Treasury Notes	0.875%	02/04/15	12/31/16	488	0.440%	500,000.00	502,867.14	(1,234.42)	504,101.56	748.98
US Treasury Notes	0.875%	12/31/14	12/31/16	488	0.710%	1,000,000.00	1,002,236.92	(1,122.46)	1,003,359.38	1,497.96
US Treasury Notes	1.000%	12/31/14	03/31/17	578	0.810%	875,000.00	877,626.50	(1,099.08)	878,725.58	3,681.69
US Treasury Notes	1.000%	02/27/15	03/31/17	578	0.680%	1,570,000.00	1,577,946.66	(2,540.45)	1,580,487.11	6,606.01
US Treasury Notes	0.500%	01/27/15	07/31/17	700	0.740%	615,000.00	612,156.90	880.53	611,276.37	267.39
US Treasury Notes	0.500%	12/31/14	07/31/17	700	0.860%	810,000.00	802,975.31	2,435.86	800,539.45	352.17
US Treasury Notes	0.625%	01/05/15	09/30/17	761	1.020%	1,000,000.00	991,803.94	2,546.13	989,257.81	2,629.78
US Treasury Notes	0.625%	04/23/15	11/30/17	822	0.780%	1,380,000.00	1,375,346.64	737.26	1,374,609.38	2,191.60
US Treasury Notes	0.875%	12/31/14	01/31/18	884	1.160%	1,000,000.00	993,313.81	1,829.43	991,484.38	760.87
US Treasury Notes	0.750%	03/27/15	03/31/18	943	0.990%	150,000.00	149,069.56	153.54	148,916.02	473.36
US Treasury Notes	0.750%	04/30/15	03/31/18	943	0.840%	475,000.00	473,883.59	145.31	473,738.28	1,498.98
US Treasury Notes	0.750%	02/27/15	03/31/18	943	1.040%	930,000.00	923,125.82	1,335.98	921,789.84	2,934.84
US Treasury Notes	0.750%	04/23/15	03/31/18	943	0.880%	1,000,000.00	996,771.34	443.21	996,328.13	3,155.74
US Treasury Notes	0.750%	03/27/15	03/31/18	943	1.000%	1,500,000.00	1,490,645.22	1,543.66	1,489,101.56	4,733.61
US Treasury Notes	0.625%	05/29/15	04/30/18	973	1.000%	350,000.00	346,905.62	296.24	346,609.38	737.09
Orange County CA TXBL Rev Bonds	0.780%	01/13/15	05/02/16	245	0.780%	220,000.00	220,000.00	-	220,000.00	133.47
CA ST Taxable GO Bonds	1.250%	10/22/13	11/01/16	428	1.090%	100,000.00	100,184.82	(284.18)	100,469.00	416.67
UNIV OF CAL Taxable Rev Bonds	0.934%	03/25/15	05/15/17	623	0.930%	175,000.00	175,000.00	-	175,000.00	481.27
MS ST Taxable GO Bonds	1.090%	02/18/15	10/01/17	762	1.090%	35,000.00	35,000.00	-	35,000.00	158.96

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

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 08/31/15
Capital Reserve (01-122000) Continued...										
FNMA SERIES 2015 M1	1.626%	01/30/15	02/01/18	885	1.260%	100,000.00	100,773.22	(226.03)	100,999.25	135.50
FNMA SERIES 2015 M7	1.550%	04/30/15	04/01/18	944	1.260%	105,000.00	105,910.17	(139.45)	106,049.62	135.63
FNMA SERIES 2015 M3	0.392%	02/27/15	06/01/18	1,005	0.390%	75,815.39	75,795.58	(0.01)	75,795.59	27.40
FNMA SERIES 2015 M3	0.385%	03/31/15	09/25/18	1,121	0.380%	70,169.23	70,151.91	0.65	70,151.26	23.23
FNMA SERIES 2015 M3	0.356%	05/29/15	11/25/18	1,182	0.360%	59,239.51	59,226.01	0.54	59,225.47	18.14
Freddie Mac Series 4459 NB	4.500%	06/11/15	01/01/20	1,584	0.770%	286,246.63	295,242.16	(869.54)	300,111.70	1,073.42
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	2,040	2.030%	275,268.65	275,268.65	(19,096.77)	294,365.42	1,032.26
FNMA Notes	1.250%	10/01/13	09/28/16	394	0.750%	70,000.00	70,374.83	(659.07)	71,033.90	371.88
FNMA Notes	1.250%	10/01/13	09/28/16	394	0.740%	105,000.00	105,571.19	(1,004.45)	106,575.64	557.81
FHLB Notes	0.500%	08/07/14	09/28/16	394	0.610%	200,000.00	199,773.34	223.34	199,550.00	425.00
FNMA Notes	1.250%	05/01/15	09/28/16	394	0.490%	400,000.00	403,236.14	(999.86)	404,236.00	2,125.00
FHLB Notes	0.500%	02/27/15	09/28/16	394	0.540%	1,600,000.00	1,599,381.60	293.60	1,599,088.00	3,400.00
FHLB Notes	0.625%	01/22/15	11/23/16	450	0.560%	400,000.00	400,337.20	(165.83)	400,503.03	680.56
FHLB Notes	0.625%	01/26/15	11/23/16	450	0.570%	600,000.00	600,376.48	(181.52)	600,558.00	1,020.83
FHLB Notes	1.625%	04/23/15	12/09/16	466	0.540%	1,475,000.00	1,495,193.49	(5,619.01)	1,500,812.50	5,459.55
FHLMC Reference Note	0.500%	01/16/15	01/27/17	515	0.590%	415,000.00	414,496.48	222.73	414,273.75	195.97
FHLMC Reference Note	0.500%	01/26/15	01/27/17	515	0.620%	575,000.00	574,005.72	420.22	573,585.50	271.53
FHLB Notes	0.850%	03/17/15	03/17/17	564	0.850%	450,000.00	450,000.00	-	450,000.00	1,742.50
FHLB Notes	0.840%	03/24/15	03/24/17	571	0.840%	450,000.00	450,000.00	-	450,000.00	1,648.50
FNMA Notes	1.125%	09/04/14	04/27/17	605	0.840%	475,000.00	476,445.05	(853.95)	477,299.00	1,840.63
FNMA Notes	1.125%	02/04/15	04/27/17	605	0.600%	850,000.00	857,287.31	(2,513.19)	859,800.50	3,293.75
FHLB Global Notes	0.625%	05/15/15	05/30/17	638	0.670%	585,000.00	584,583.92	69.47	584,514.45	924.22
Freddie Mac Global Notes	1.000%	08/14/14	07/28/17	697	1.000%	125,000.00	124,984.65	3.03	124,991.62	114.58
Freddie Mac Global Notes	1.000%	03/20/15	07/28/17	697	0.850%	1,000,000.00	1,002,761.26	(638.74)	1,003,400.00	916.67
Tennessee Valley Authority Notes	6.250%	08/19/15	12/15/17	837	1.010%	480,000.00	536,770.92	(817.56)	537,588.48	6,333.33
FNMA Benchmark Note	1.125%	09/01/15	10/19/18	1,145	1.180%	1,475,000.00	1,472,610.50	-	1,472,610.50	-
Weighted Avg Maturity			684		0.788%	\$ 29,272,072.15	\$ 29,349,050.21	\$ (36,380.48)	\$ 29,385,430.69	\$ 72,376.15
TOTAL ALL FUNDS					0.835%	\$ 107,236,056.28	\$ 107,519,531.10	\$ (168,328.87)	\$ 107,667,859.97	\$ 269,102.74
Less: Net Unsettled Trades							(30,530.98)			
							\$ 107,489,000.12			
August 31, 2015					90 DAY US TREASURY YIELD			2,814	\$ 390,000.00	
					3 month US Treasury Bill Index	0.08%				
					0-3 Year US Treasury Index	0.01%				
					1-3 Year US Treasury Index	0.56%				
					1-5 Year US Treasury Index	0.71%				
					1-10 Year US Treasury Index	0.97%				
						1.25%				

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

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 43,234,569
Cash payments to suppliers	(35,728,673)
Cash payments to employees	<u>(980,872)</u>
Net cash from operating activities	6,525,024

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

Cash received from sales taxes	11,756,925
Cash Received from water quality loans	<u>49,044</u>
Net cash from noncapital financing activities	11,805,969

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	(34,703)
Principal Paid	(3,873,290)
Construction and purchase of capital assets	<u>(2,269,653)</u>
Net cash from capital and related financing activities	(6,177,646)

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	<u>172,568</u>
Net cash from investing activities	172,568

Net Increase (Decrease) in cash and investments 12,325,915

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

CASH AND INVESTMENTS, AUGUST 31, 2015 \$ 111,900,809

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

	8/31/2015		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
TABLE 1			
RESERVE ANALYSIS			
A. Operating Reserve # of days per current fiscal year management budget	\$ 40,158,396 120	\$ 45,987,452 137	\$ 5,829,056
B. Capital Reserve	\$ 29,180,884	\$ 29,340,883	\$ 159,999
C. Long Term Water Capital Reserve	\$ 7,825,000	\$ 7,949,263	\$ 124,263
D. Principal Account	\$ 898,250	\$ 906,750	\$ 8,500
E. Interest Account	\$ 6,162	\$ 8,610	\$ 2,448
F. O+M Account (1)	\$ 12,747,885	\$ 18,542,526	\$ 5,794,641
G. Current Construction Obligation and Customer Construction Escrows	\$ 139,716	\$ 139,716	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 90,956,294	\$ 102,875,201	\$ 11,918,907


TABLE 2	
OTHER CASH	
H. General Fund	\$ 7,042,128
I. Sales Tax	\$ 1,983,479
TOTAL TABLE 2-OTHER CASH	\$ 9,025,607
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2	\$ 111,900,809

Outstanding
Balance
8/31/15

TABLE 3--DEBT	
J. REVENUE BOND FINAL PAYMENT MAY-2016	\$ 8,084,300

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.

REQUEST FOR BOARD ACTION

AGENDA SECTION Finance Committee	ORIGINATING DEPARTMENT Finance
ITEM An Ordinance Approving and Authorizing the Execution of a First Amendment to the Water Purchase and Sale Contract Between the DuPage Water Commission and the Village of Winfield Ordinance No. O-6-15	APPROVAL 
<p>Account No. 01-513100</p> <p>Ordinance No. O-6-15 would authorize the Commission to execute and attest, respectively, the First Amendment to the Water Purchase and Sale Contracts between the DuPage Water Commission and the Village of Winfield once the Chairman has been presented with a copy of the First Amendment executed by the Village.</p> <p>The Amendment to the contract is in regards to prepayments. It allows Winfield to prepay, in whole or in part, the Connection Facilities Cost and the Section 12(c)(iii) Amount due pursuant to the Water Purchase and Sale Contracts between the DuPage Water Commission and the Village of Winfield, without premium or penalty, no more frequently than once in any given year, at any time during the month of December.</p> <p>The revised language in relation to prepayment options is similar to the language in other subsequent customer contracts with the Commission.</p>	
<p>MOTION: To adopt Ordinance No. O-6-15.</p>	

DUPAGE WATER COMMISSION

ORDINANCE NO. O-6-15

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE VILLAGE OF WINFIELD

WHEREAS, the DuPage Water Commission (the "Commission") was formed and exists pursuant to 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*, for the purposes of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission and the Village of Winfield (the "Village") have entered into a Water Purchase and Sale Contract, dated July 13, 1995, for the sale by the Commission of water to the Village for the potable water distribution system owned and operated by the Village; and

WHEREAS, the Commission and the Village desire to amend the above-referenced contract to provide for the optional prepayment of certain amounts due thereunder.

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

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

SECTION TWO: The Chairman and the Clerk of the DuPage Water Commission shall be and they hereby are authorized to execute and attest, respectively, the First Amendment to the Water Purchase and Sale Contracts between the DuPage Water Commission and the Village of Winfield, in substantially the form set forth in Exhibit A attached hereto; provided, however, that they shall neither execute nor attest the said

document on behalf of the Commission unless and until the Chairman shall have been presented with a copy of the First Amendment executed by the Village.

SECTION THREE: Upon execution and attestation by the Chairman and the Clerk, respectively, the First Amendment shall be deemed accepted by the Commission without further act.

SECTION FOUR: 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 1/3 of the Commissioners appointed by the County Board Chairman and 40 percent of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2015.

Chairman

ATTEST:

Clerk

Board/Ordinances/2015/O-6-15.docx

Exhibit A

FIRST AMENDMENT TO WATER PURCHASE AND SALE CONTRACT – WINFIELD
UNIT SYSTEM

THIS FIRST AMENDMENT TO WATER PURCHASE AND SALE CONTRACT (the "First Amendment") is made and entered into this ____ day of _____, 2015, by and between the DuPage Water Commission (the "Commission"), a county water commission created and existing under 65 ILCS 5/11-135-1 *et seq.* and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* and the Village of Winfield ("Winfield"), an Illinois municipal corporation; the Commission and Winfield sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties have previously entered into a certain Water Purchase and Sale Contract, dated as of July 13, 1995, for the sale of Lake Michigan water by the Commission to Winfield (the "Contract"), for the Winfield Unit System; and

WHEREAS, the Parties desire to amend the Contract to provide for the optional prepayment of certain amounts due under the Contract.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the respective representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this First Amendment. Such recitals are hereby

incorporated into and made a part of this First Amendment as though they were fully set forth in this Section 1.

Section 2. Integration of Agreement. The provisions of this First Amendment shall be deemed by the Parties to be fully integrated into the Contract. The Contract shall remain in full force and effect except to the extent that it is expressly modified by the terms of this First Amendment. Should any provision of the Contract conflict with any provision of this First Amendment, the provisions of this First Amendment shall control.

Terms capitalized in this First Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Contract. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this First Amendment and, to the extent such terms are also defined terms in the Contract, the definitions of those terms as herein provided shall control.

Unless the context dictates otherwise, the term "Contract" shall be deemed to refer to the original Contract, as amended by this First Amendment.

Section 3. Amendment to Section 7 of the Contract. Section 7 of the Contract is hereby amended as follows:

(a) Section 7I, entitled "Bills and Due Date" is hereby amended by deleting the first sentence thereof and substituting the following therefor: "Except with respect to the payment of default shares pursuant to Subsection 7G above and the payment of any optional prepayments pursuant to Subsection 7M below, the Commission shall notify Winfield of the total amount due under this Contract for each month on or before the 10th day of the following month."

(b) Subsection M, entitled "Prepayment" is hereby amended in its entirety so that it shall read as follows:

“M. Prepayments. Subject to the limitations of this paragraph, Winfield may, no more frequently than once in any given year, at any time during the month of December, prepay, in whole or in part, the Connection Facilities Cost and the Section 12(c)(iii) Amount due pursuant to this Contract, without premium or penalty, upon at least one business day’s irrevocable notice to the Commission, specifying the date and amount of prepayment. If such notice is given, Winfield shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Connection Facilities Cost accruing after the date specified in Subsection 70 below; second, to the payment of the unpaid principal balance of the Connection Facilities Cost; third, to the payment of accrued and unpaid interest, if any, on the Section 12(c)(iii) Amount accruing after the date specified in Subsection 70 below; and fourth to the payment of the unpaid principal balance of the Section 12(c)(iii) Amount; provided, however, that Winfield shall not be entitled to make any such prepayment pursuant to this paragraph if Winfield’s Base Rate during the Fiscal Year next following the date of such payment would be, as estimated by the Commission, less than the Average Charter Customer Rate Per 1,000 Gallons. For purposes of calculating Winfield’s Base Rate, any such prepayment shall be deemed to have been paid effective as of the 30th day of April next following the date of such payment. Winfield shall not be entitled to, nor receive any credit for, interest on any such prepayment.”

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the day and year first above written.

VILLAGE OF WINFIELD

By: _____
Its _____

ATTEST:

Village Clerk

DUPAGE WATER COMMISSION

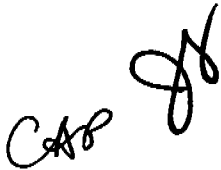
By: _____
Its _____

ATTEST:

Clerk

DATE: September 2, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION Finance Committee	ORIGINATING DEPARTMENT Finance
ITEM An Ordinance Approving and Authorizing the Execution of Certain Amendments to the Water Purchase and Sale Contract Between the DuPage Water Commission and the Illinois-American Water Company Ordinance No. O-7-15	APPROVAL 
<p>Account No. 01-513200</p> <p>Ordinance No. O-7-15 would authorize the Commission to execute and attest, respectively, the First or Second Amendments to the Water Purchase and Sale Contracts between the DuPage Water Commission and Illinois-American Water Company once the Chairman has been presented with a copy of the First and Second Amendments executed by the Company.</p> <p>The Amendment to the contract is in regards to prepayments. It allows Illinois-American Water Company to prepay, in whole or in part, the Connection Facilities Cost and the Section 12(c)(iii) Amount due pursuant to the Water Purchase and Sale Contracts between the DuPage Water Commission and the Illinois-American Water Company, without premium or penalty, no more frequently than once in any given year, at any time during the month of December.</p> <p>The revised language in relation to prepayment options is similar to the language in other subsequent customer contracts with the Commission.</p>	
MOTION: To adopt Ordinance No. O-7-15.	

DUPAGE WATER COMMISSION

ORDINANCE NO. O-7-15

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF CERTAIN AMENDMENTS TO THE WATER PURCHASE AND SALE CONTRACTS BETWEEN THE DUPAGE WATER COMMISSION AND ILLINOIS-AMERICAN WATER COMPANY

WHEREAS, the DuPage Water Commission (the "Commission") was formed and exists pursuant to 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*, for the purposes of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission and Citizens Utilities Company of Illinois, now known as Illinois-American Water Company (the "Company") have entered into Water Purchase and Sale Contracts, each dated as of October 1, 1992, for the sale by the Commission of water to the Company for the Arrowhead, Country Club, DuPage Lisle, Lombard and Valley View potable water distribution systems owned and operated by the Company, which contracts have each been amended pursuant to First Amendments thereto dated as of October 9, 1997; and

WHEREAS, the Commission and the Company have entered into a Water Purchase and Sale Contract, dated December 11, 1998, for the sale by the Commission of water to the Company for the Liberty Ridge West potable water distribution system owned and operated by the Company; and

WHEREAS, the Commission and the Company have entered into a Water Purchase and Sale Contract, dated April 12, 2001, for the sale by the Commission of water to the Company for the Liberty Ridge East potable water distribution system owned and operated by the Company; and

document on behalf of the Commission unless and until the Chairman shall have WHEREAS, the Commission and the Company desire to amend the above-referenced contracts to provide for the optional prepayment of certain amounts due thereunder.

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

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

SECTION TWO: The Chairman and the Clerk of the DuPage Water Commission shall be and they hereby are authorized to execute and attest, respectively, Second Amendments to the Water Purchase and Sale Contracts between the DuPage Water Commission and Illinois-American Water Company, in substantially the form set forth in Exhibits A through E attached hereto and First Amendments to the Water Purchase and Sale Contracts between the DuPage Water Commission and Illinois-American Water Company, in substantially the form set forth in Exhibits F and G attached hereto; provided, however, that they shall neither execute nor attest the said documents on behalf of the Commission unless and until the Chairman shall have been presented with copies of the documents executed by the Company.

SECTION THREE: Upon execution and attestation by the Chairman and the Clerk, respectively, the documents shall be deemed accepted by the Commission without further act.

SECTION FOUR: 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

Ordinance No. O-7-15

affirmative votes of at least 1/3 of the Commissioners appointed by the County Board
Chairman and 40 percent of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2015.

Chairman

ATTEST:

Clerk

Board/Ordinances/2015/O-7-15.docx

Exhibit A

SECOND AMENDMENT TO WATER PURCHASE AND SALE CONTRACT – DU PAGE
LISLE SYSTEM

THIS SECOND AMENDMENT TO WATER PURCHASE AND SALE CONTRACT (the "Second Amendment") is made and entered into this ____ day of _____, 2015, by and between the DuPage Water Commission (the "Commission"), a county water commission created and existing under 65 ILCS 5/11-135-1 *et seq.* and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* and Illinois-American Water Company (the "Company"), an Illinois corporation and the successor to Citizens Utilities Company of Illinois; the Commission and the Company sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties have previously entered into a certain Water Purchase and Sale Contract, dated as of October 1, 1992, for the sale of Lake Michigan water by the Commission to the Company (the "Contract"), for the DuPage Lisle System; and

WHEREAS, the Contract was amended by a First Amendment to the Water Purchase and Sale Contract, dated as of October 9, 1997 (the "First Amendment"); and

WHEREAS, the Parties desire to further amend the Contract to provide for the optional prepayment of certain amounts due under the Contract.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the respective representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this Second Amendment. Such recitals are hereby incorporated into and made a part of this Second Amendment as though they were fully set forth in this Section 1.

Section 2. Integration of Agreement. The provisions of this Second Amendment shall be deemed by the Parties to be fully integrated into the Contract. The Contract, as amended by the First Amendment, shall remain in full force and effect except to the extent that it is expressly modified by the terms of this Second Amendment. Should any provision of the Contract, as amended by the First Amendment, conflict with any provision of this Second Amendment, the provisions of this Second Amendment shall control.

Terms capitalized in this Second Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Contract, as amended by the First Amendment. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this Second Amendment and, to the extent such terms are also defined terms in the Contract, as amended by the First Amendment, the definitions of those terms as herein provided shall control.

Unless the context dictates otherwise, the term "Contract" shall be deemed to refer to the original Contract, as amended by the First Amendment and this Second Amendment and the term "Citizens" or "Citizens Utilities" shall be deemed to refer to the Company.

Section 3. Amendment to Section 2 of the Contract. Section 2 of the Contract, as amended by the First Amendment, is further amended to add the following definition:

"Base Rate" - means a water rate stated as dollars or cents per 1,000 gallons that is calculated by (i) subtracting the Company's estimated Charter Customer Facilities Credit in the

Fiscal Year for which the Company's Base Rate pursuant to this Contract is being calculated from the sum of all Operation and Maintenance Cost payments, all Fixed Costs payments, all Connection Facilities Cost payments, and all Section 12(c)(iii) payments estimated to be made by the Company pursuant to this Contract in the Fiscal Year for which the Company's Base Rate pursuant to this Contract is being calculated and (ii) dividing the resulting amount by the total amount of Lake Water, stated in 1,000 gallon units, estimated to be delivered to the Company pursuant to this Contract in said Fiscal Year.

Section 4. Amendment to Section 7 of the Contract. Section 7 of the Contract, as amended by the First Amendment, is hereby further amended as follows:

(a) Section 7I, entitled "Bills and Due Date" is hereby amended by deleting the first sentence thereof and substituting the following therefor: "Except with respect to the payment of default shares pursuant to Subsection 7G above and the payment of any optional prepayments pursuant to Subsection 7P below, the Commission shall notify the Company of the total amount due under this Contract for each month on or before the 10th day of the following month."

(b) A new subsection is hereby added, as follows:

"P. Prepayments. Subject to the limitations of this paragraph, the Company may, no more frequently than once in any given year, at any time during the month of December, prepay, in whole or in part, the Connection Facilities Cost and the Section 12(c)(iii) Amount due pursuant to this Contract, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. If such notice is given, the Company shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid

interest, if any, on the Connection Facilities Cost accruing after the date specified in Subsection 7N above; second, to the payment of the unpaid principal balance of the Connection Facilities Cost; third, to the payment of accrued and unpaid interest, if any, on the Section 12(c)(iii) Amount accruing after the date specified in Subsection 7N above; and fourth to the payment of the unpaid principal balance of the Section 12(c)(iii) Amount; provided, however, that the Company shall not be entitled to make any such prepayment pursuant to this paragraph if the Company's Base Rate under this Contract during the Fiscal Year next following the date of such payment would be, as estimated by the Commission, less than the Average Charter Customer Rate Per 1,000 Gallons. For purposes of calculating the Company's Base Rate, any such prepayment shall be deemed to have been paid effective as of the 30th day of April next following the date of such payment. The Company shall not be entitled to, nor receive any credit for, interest on any such prepayment."

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the day and year first above written.

ILLINOIS-AMERICAN WATER COMPANY

By: _____
Its _____

ATTEST:

Secretary

DUPAGE WATER COMMISSION

By: _____
Its _____

ATTEST:

Clerk

Exhibit B

SECOND AMENDMENT TO WATER PURCHASE AND SALE CONTRACT – COUNTRY CLUB SYSTEM

THIS SECOND AMENDMENT TO WATER PURCHASE AND SALE CONTRACT (the "Second Amendment") is made and entered into this ____ day of _____, 2015, by and between the DuPage Water Commission (the "Commission"), a county water commission created and existing under 65 ILCS 5/11-135-1 *et seq.* and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* and Illinois-American Water Company (the "Company"), an Illinois corporation and the successor to Citizens Utilities Company of Illinois; the Commission and the Company sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties have previously entered into a certain Water Purchase and Sale Contract, dated as of October 1, 1992, for the sale of Lake Michigan water by the Commission to the Company (the "Contract"), for the Country Club System; and

WHEREAS, the Contract was amended by a First Amendment to the Water Purchase and Sale Contract, dated as of October 9, 1997 (the "First Amendment"); and

WHEREAS, the Parties desire to further amend the Contract to provide for the optional prepayment of certain amounts due under the Contract.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the respective representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this Second Amendment. Such recitals are hereby incorporated into and made a part of this Second Amendment as though they were fully set forth in this Section 1.

Section 2. Integration of Agreement. The provisions of this Second Amendment shall be deemed by the Parties to be fully integrated into the Contract. The Contract, as amended by the First Amendment, shall remain in full force and effect except to the extent that it is expressly modified by the terms of this Second Amendment. Should any provision of the Contract, as amended by the First Amendment, conflict with any provision of this Second Amendment, the provisions of this Second Amendment shall control.

Terms capitalized in this Second Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Contract, as amended by the First Amendment. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this Second Amendment and, to the extent such terms are also defined terms in the Contract, as amended by the First Amendment, the definitions of those terms as herein provided shall control.

Unless the context dictates otherwise, the term "Contract" shall be deemed to refer to the original Contract, as amended by the First Amendment and this Second Amendment and the term "Citizens" or "Citizens Utilities" shall be deemed to refer to the Company.

Section 3. Amendment to Section 2 of the Contract. Section 2 of the Contract, as amended by the First Amendment, is further amended to add the following definition:

"Base Rate" - means a water rate stated as dollars or cents per 1,000 gallons that is calculated by (i) subtracting the Company's estimated Charter Customer Facilities Credit in the

Fiscal Year for which the Company's Base Rate pursuant to this Contract is being calculated from the sum of all Operation and Maintenance Cost payments, all Fixed Costs payments, all Connection Facilities Cost payments, and all Section 12(c)(iii) payments estimated to be made by the Company pursuant to this Contract in the Fiscal Year for which the Company's Base Rate pursuant to this Contract is being calculated and (ii) dividing the resulting amount by the total amount of Lake Water, stated in 1,000 gallon units, estimated to be delivered to the Company pursuant to this Contract in said Fiscal Year.

Section 4. Amendment to Section 7 of the Contract. Section 7 of the Contract, as amended by the First Amendment, is hereby further amended as follows:

(a) Section 7I, entitled "Bills and Due Date" is hereby amended by deleting the first sentence thereof and substituting the following therefor: "Except with respect to the payment of default shares pursuant to Subsection 7G above and the payment of any optional prepayments pursuant to Subsection 7P below, the Commission shall notify the Company of the total amount due under this Contract for each month on or before the 10th day of the following month."

(b) A new subsection is hereby added, as follows:

"P. Prepayments. Subject to the limitations of this paragraph, the Company may, no more frequently than once in any given year, at any time during the month of December, prepay, in whole or in part, the Connection Facilities Cost and the Section 12(c)(iii) Amount due pursuant to this Contract, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. If such notice is given, the Company shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid

interest, if any, on the Connection Facilities Cost accruing after the date specified in Subsection 7N above; second, to the payment of the unpaid principal balance of the Connection Facilities Cost; third, to the payment of accrued and unpaid interest, if any, on the Section 12(c)(iii) Amount accruing after the date specified in Subsection 7N above; and fourth to the payment of the unpaid principal balance of the Section 12(c)(iii) Amount; provided, however, that the Company shall not be entitled to make any such prepayment pursuant to this paragraph if the Company's Base Rate under this Contract during the Fiscal Year next following the date of such payment would be, as estimated by the Commission, less than the Average Charter Customer Rate Per 1,000 Gallons. For purposes of calculating the Company's Base Rate, any such prepayment shall be deemed to have been paid effective as of the 30th day of April next following the date of such payment. The Company shall not be entitled to, nor receive any credit for, interest on any such prepayment."

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the day and year first above written.

ILLINOIS-AMERICAN WATER COMPANY

By: _____
Its _____

ATTEST:

Secretary

DUPAGE WATER COMMISSION

By: _____
Its _____

ATTEST:

Clerk

Exhibit C

SECOND AMENDMENT TO WATER PURCHASE AND SALE CONTRACT – VALLEY
VIEW SYSTEM

THIS SECOND AMENDMENT TO WATER PURCHASE AND SALE CONTRACT (the "Second Amendment") is made and entered into this ____ day of _____, 2015, by and between the DuPage Water Commission (the "Commission"), a county water commission created and existing under 65 ILCS 5/11-135-1 *et seq.* and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* and Illinois-American Water Company (the "Company"), an Illinois corporation and the successor to Citizens Utilities Company of Illinois; the Commission and the Company sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties have previously entered into a certain Water Purchase and Sale Contract, dated as of October 1, 1992, for the sale of Lake Michigan water by the Commission to the Company (the "Contract"), for the Valley View System; and

WHEREAS, the Contract was amended by a First Amendment to the Water Purchase and Sale Contract, dated as of October 9, 1997 (the "First Amendment"); and

WHEREAS, the Parties desire to further amend the Contract to provide for the optional prepayment of certain amounts due under the Contract.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the respective representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this Second Amendment. Such recitals are hereby incorporated into and made a part of this Second Amendment as though they were fully set forth in this Section 1.

Section 2. Integration of Agreement. The provisions of this Second Amendment shall be deemed by the Parties to be fully integrated into the Contract. The Contract, as amended by the First Amendment, shall remain in full force and effect except to the extent that it is expressly modified by the terms of this Second Amendment. Should any provision of the Contract, as amended by the First Amendment, conflict with any provision of this Second Amendment, the provisions of this Second Amendment shall control.

Terms capitalized in this Second Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Contract, as amended by the First Amendment. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this Second Amendment and, to the extent such terms are also defined terms in the Contract, as amended by the First Amendment, the definitions of those terms as herein provided shall control.

Unless the context dictates otherwise, the term "Contract" shall be deemed to refer to the original Contract, as amended by the First Amendment and this Second Amendment and the term "Citizens" or "Citizens Utilities" shall be deemed to refer to the Company.

Section 3. Amendment to Section 2 of the Contract. Section 2 of the Contract, as amended by the First Amendment, is further amended to add the following definition:

"Base Rate" - means a water rate stated as dollars or cents per 1,000 gallons that is calculated by (i) subtracting the Company's estimated Charter Customer Facilities Credit in the

Fiscal Year for which the Company's Base Rate pursuant to this Contract is being calculated from the sum of all Operation and Maintenance Cost payments, all Fixed Costs payments, all Connection Facilities Cost payments, and all Section 12(c)(iii) payments estimated to be made by the Company pursuant to this Contract in the Fiscal Year for which the Company's Base Rate pursuant to this Contract is being calculated and (ii) dividing the resulting amount by the total amount of Lake Water, stated in 1,000 gallon units, estimated to be delivered to the Company pursuant to this Contract in said Fiscal Year.

Section 4. Amendment to Section 7 of the Contract. Section 7 of the Contract, as amended by the First Amendment, as follows:

(a) Section 7I, entitled "Bills and Due Date" is hereby amended by deleting the first sentence thereof and substituting the following therefor: "Except with respect to the payment of default shares pursuant to Subsection 7G above and the payment of any optional prepayments pursuant to Subsection 7P below, the Commission shall notify the Company of the total amount due under this Contract for each month on or before the 10th day of the following month."

(b) A new subsection is hereby added, as follows:

"P. Prepayments. Subject to the limitations of this paragraph, the Company may, no more frequently than once in any given year, at any time during the month of December, prepay, in whole or in part, the Connection Facilities Cost and the Section 12(c)(iii) Amount due pursuant to this Contract, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. If such notice is given, the Company shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid

interest, if any, on the Connection Facilities Cost accruing after the date specified in Subsection 7N above; second, to the payment of the unpaid principal balance of the Connection Facilities Cost; third, to the payment of accrued and unpaid interest, if any, on the Section 12(c)(iii) Amount accruing after the date specified in Subsection 7N above; and fourth to the payment of the unpaid principal balance of the Section 12(c)(iii) Amount; provided, however, that the Company shall not be entitled to make any such prepayment pursuant to this paragraph if the Company's Base Rate under this Contract during the Fiscal Year next following the date of such payment would be, as estimated by the Commission, less than the Average Charter Customer Rate Per 1,000 Gallons. For purposes of calculating the Company's Base Rate, any such prepayment shall be deemed to have been paid effective as of the 30th day of April next following the date of such payment. The Company shall not be entitled to, nor receive any credit for, interest on any such prepayment."

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the day and year first above written.

ILLINOIS-AMERICAN WATER COMPANY

By: _____
Its _____

ATTEST:

Secretary

DUPAGE WATER COMMISSION

By: _____
Its _____

ATTEST:

Clerk

Exhibit D

SECOND AMENDMENT TO WATER PURCHASE AND SALE CONTRACT –
ARROWHEAD SYSTEM

THIS SECOND AMENDMENT TO WATER PURCHASE AND SALE CONTRACT (the "Second Amendment") is made and entered into this ____ day of _____, 2015, by and between the DuPage Water Commission (the "Commission"), a county water commission created and existing under 65 ILCS 5/11-135-1 *et seq.* and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* and Illinois-American Water Company (the "Company"), an Illinois corporation and the successor to Citizens Utilities Company of Illinois; the Commission and the Company sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties have previously entered into a certain Water Purchase and Sale Contract, dated as of October 1, 1992, for the sale of Lake Michigan water by the Commission to the Company (the "Contract"), for the Arrowhead System; and

WHEREAS, the Contract was amended by a First Amendment to the Water Purchase and Sale Contract, dated as of October 9, 1997 (the "First Amendment"); and

WHEREAS, the Parties desire to further amend the Contract to provide for the optional prepayment of certain amounts due under the Contract.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the respective representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this Second Amendment. Such recitals are hereby incorporated into and made a part of this Second Amendment as though they were fully set forth in this Section 1.

Section 2. Integration of Agreement. The provisions of this Second Amendment shall be deemed by the Parties to be fully integrated into the Contract. The Contract, as amended by the First Amendment, shall remain in full force and effect except to the extent that it is expressly modified by the terms of this Second Amendment. Should any provision of the Contract, as amended by the First Amendment, conflict with any provision of this Second Amendment, the provisions of this Second Amendment shall control.

Terms capitalized in this Second Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Contract, as amended by the First Amendment. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this Second Amendment and, to the extent such terms are also defined terms in the Contract, as amended by the First Amendment, the definitions of those terms as herein provided shall control.

Unless the context dictates otherwise, the term "Contract" shall be deemed to refer to the original Contract, as amended by the First Amendment and this Second Amendment and the term "Citizens" or "Citizens Utilities" shall be deemed to refer to the Company.

Section 3. Amendment to Section 2 of the Contract. Section 2 of the Contract, as amended by the First Amendment, is further amended to add the following definition:

"Base Rate" - means a water rate stated as dollars or cents per 1,000 gallons that is calculated by (i) subtracting the Company's estimated Charter Customer Facilities Credit in the

Fiscal Year for which the Company's Base Rate pursuant to this Contract is being calculated from the sum of all Operation and Maintenance Cost payments, all Fixed Costs payments, all Connection Facilities Cost payments, and all Section 12(c)(iii) payments estimated to be made by the Company pursuant to this Contract in the Fiscal Year for which the Company's Base Rate pursuant to this Contract is being calculated and (ii) dividing the resulting amount by the total amount of Lake Water, stated in 1,000 gallon units, estimated to be delivered to the Company pursuant to this Contract in said Fiscal Year.

Section 4. Amendment to Section 7 of the Contract. Section 7 of the Contract, as amended by the First Amendment, is hereby further amended as follows:

(a) Section 7I, entitled "Bills and Due Date" is hereby amended by deleting the first sentence thereof and substituting the following therefor: "Except with respect to the payment of default shares pursuant to Subsection 7G above and the payment of any optional prepayments pursuant to Subsection 7P below, the Commission shall notify the Company of the total amount due under this Contract for each month on or before the 10th day of the following month."

(b) A new subsection is hereby added, as follows:

"P. Prepayments. Subject to the limitations of this paragraph, the Company may, no more frequently than once in any given year, at any time during the month of December, prepay, in whole or in part, the Connection Facilities Cost and the Section 12(c)(iii) Amount due pursuant to this Contract, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. If such notice is given, the Company shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid

interest, if any, on the Connection Facilities Cost accruing after the date specified in Subsection 7N above; second, to the payment of the unpaid principal balance of the Connection Facilities Cost; third, to the payment of accrued and unpaid interest, if any, on the Section 12(c)(iii) Amount accruing after the date specified in Subsection 7N above; and fourth to the payment of the unpaid principal balance of the Section 12(c)(iii) Amount; provided, however, that the Company shall not be entitled to make any such prepayment pursuant to this paragraph if the Company's Base Rate under this Contract during the Fiscal Year next following the date of such payment would be, as estimated by the Commission, less than the Average Charter Customer Rate Per 1,000 Gallons. For purposes of calculating the Company's Base Rate, any such prepayment shall be deemed to have been paid effective as of the 30th day of April next following the date of such payment. The Company shall not be entitled to, nor receive any credit for, interest on any such prepayment."

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the day and year first above written.

ILLINOIS-AMERICAN WATER COMPANY

By: _____
Its _____

ATTEST:

Secretary

DUPAGE WATER COMMISSION

By: _____
Its _____

ATTEST:

Clerk

Exhibit E

SECOND AMENDMENT TO WATER PURCHASE AND SALE CONTRACT – LOMBARD
SYSTEM

THIS SECOND AMENDMENT TO WATER PURCHASE AND SALE CONTRACT (the "Second Amendment") is made and entered into this ____ day of _____, 2015, by and between the DuPage Water Commission (the "Commission"), a county water commission created and existing under 65 ILCS 5/11-135-1 *et seq.* and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* and Illinois-American Water Company (the "Company"), an Illinois corporation and the successor to Citizens Utilities Company of Illinois; the Commission and the Company sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties have previously entered into a certain Water Purchase and Sale Contract, dated as of October 1, 1992, for the sale of Lake Michigan water by the Commission to the Company (the "Contract"), for the Lombard System; and

WHEREAS, the Contract was amended by a First Amendment to the Water Purchase and Sale Contract, dated as of October 9, 1997 (the "First Amendment"); and

WHEREAS, the Parties desire to further amend the Contract to provide for the optional prepayment of certain amounts due under the Contract.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the respective representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this Second Amendment. Such recitals are hereby incorporated into and made a part of this Second Amendment as though they were fully set forth in this Section 1.

Section 2. Integration of Agreement. The provisions of this Second Amendment shall be deemed by the Parties to be fully integrated into the Contract. The Contract, as amended by the First Amendment, shall remain in full force and effect except to the extent that it is expressly modified by the terms of this Second Amendment. Should any provision of the Contract, as amended by the First Amendment, conflict with any provision of this Second Amendment, the provisions of this Second Amendment shall control.

Terms capitalized in this Second Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Contract, as amended by the First Amendment. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this Second Amendment and, to the extent such terms are also defined terms in the Contract, as amended by the First Amendment, the definitions of those terms as herein provided shall control.

Unless the context dictates otherwise, the term "Contract" shall be deemed to refer to the original Contract, as amended by the First Amendment and this Second Amendment and the term "Citizens" or "Citizens Utilities" shall be deemed to refer to the Company.

Section 3. Amendment to Section 2 of the Contract. Section 2 of the Contract, as amended by the First Amendment, is further amended to add the following definition:

"Base Rate" - means a water rate stated as dollars or cents per 1,000 gallons that is calculated by (i) subtracting the Company's estimated Charter Customer Facilities Credit in the

Fiscal Year for which the Company's Base Rate pursuant to this Contract is being calculated from the sum of all Operation and Maintenance Cost payments, all Fixed Costs payments, all Connection Facilities Cost payments, and all Section 12(c)(iii) payments estimated to be made by the Company pursuant to this Contract in the Fiscal Year for which the Company's Base Rate pursuant to this Contract is being calculated and (ii) dividing the resulting amount by the total amount of Lake Water, stated in 1,000 gallon units, estimated to be delivered to the Company in said Fiscal Year.

Section 4. Amendment to Section 7 of the Contract. Section 7 of the Contract, as amended by the First Amendment, is hereby further amended as follows:

(a) Section 7I, entitled "Bills and Due Date" is hereby amended by deleting the first sentence thereof and substituting the following therefor: "Except with respect to the payment of default shares pursuant to Subsection 7G above and the payment of any optional prepayments pursuant to Subsection 7P below, the Commission shall notify the Company of the total amount due under this Contract for each month on or before the 10th day of the following month."

(b) A new subsection is hereby added, as follows:

"P. Prepayments. Subject to the limitations of this paragraph, the Company may, no more frequently than once in any given year, at any time during the month of December, prepay, in whole or in part, the Connection Facilities Cost and the Section 12(c)(iii) Amount due pursuant to this Contract, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. If such notice is given, the Company shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid

interest, if any, on the Connection Facilities Cost accruing after the date specified in Subsection 7N above; second, to the payment of the unpaid principal balance of the Connection Facilities Cost; third, to the payment of accrued and unpaid interest, if any, on the Section 12(c)(iii) Amount accruing after the date specified in Subsection 7N above; and fourth to the payment of the unpaid principal balance of the Section 12(c)(iii) Amount; provided, however, that the Company shall not be entitled to make any such prepayment pursuant to this paragraph if the Company's Base Rate during the Fiscal Year next following the date of such payment would be, as estimated by the Commission, less than the Average Charter Customer Rate Per 1,000 Gallons. For purposes of calculating the Company's Base Rate, any such prepayment shall be deemed to have been paid effective as of the 30th day of April next following the date of such payment. The Company shall not be entitled to, nor receive any credit for, interest on any such prepayment."

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the day and year first above written.

ILLINOIS-AMERICAN WATER COMPANY

By: _____
Its _____

ATTEST:

Secretary

DUPAGE WATER COMMISSION

By: _____
Its _____

ATTEST:

Clerk

Exhibit F

FIRST AMENDMENT TO WATER PURCHASE AND SALE CONTRACT – LIBERTY
RIDGE EAST SYSTEM

THIS FIRST AMENDMENT TO WATER PURCHASE AND SALE CONTRACT (the "First Amendment") is made and entered into this ____ day of _____, 2015, by and between the DuPage Water Commission (the "Commission"), a county water commission created and existing under 65 ILCS 5/11-135-1 *et seq.* and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* and Illinois-American Water Company (the "Company"), an Illinois corporation and the successor to Citizens Utilities Company of Illinois; the Commission and the Company sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties have previously entered into a certain Water Purchase and Sale Contract, dated as of April 12, 2001, for the sale of Lake Michigan water by the Commission to the Company (the "Contract"), for the Liberty Ridge East System; and

WHEREAS, the Parties desire to amend the Contract to provide for the optional prepayment of certain amounts due under the Contract.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the respective representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this First Amendment. Such recitals are hereby

incorporated into and made a part of this First Amendment as though they were fully set forth in this Section 1.

Section 2. Integration of Agreement. The provisions of this First Amendment shall be deemed by the Parties to be fully integrated into the Contract. The Contract shall remain in full force and effect except to the extent that it is expressly modified by the terms of this First Amendment. Should any provision of the Contract conflict with any provision of this First Amendment, the provisions of this First Amendment shall control.

Terms capitalized in this First Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Contract. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this First Amendment and, to the extent such terms are also defined terms in the Contract, the definitions of those terms as herein provided shall control.

Unless the context dictates otherwise, the term "Contract" shall be deemed to refer to the original Contract, as amended by this First Amendment and the term "Citizens" or "Citizens Utilities" shall be deemed to refer to the Company.

Section 3. Amendment to Section 2 of the Contract. Section 2 of the Contract is amended to add the following definition:

"Base Rate" - means a water rate stated as dollars or cents per 1,000 gallons that is calculated by (i) subtracting the Company's estimated Charter Customer Facilities Credit in the Fiscal Year for which the Company's Base Rate pursuant to this Contract is being calculated from the sum of all Operation and Maintenance Cost payments, all Fixed Costs payments, all Connection Facilities Cost payments, and all Section 12(c)(iii) payments estimated to be made by the Company pursuant to this Contract in the Fiscal Year for which the Company's Base Rate

pursuant to this Contract is being calculated and (ii) dividing the resulting amount by the total amount of Lake Water, stated in 1,000 gallon units, estimated to be delivered to the Company pursuant to this Contract in said Fiscal Year.

Section 4. Amendment to Section 7 of the Contract. Section 7 of the Contract is hereby amended as follows:

(a) Section 7I, entitled "Bills and Due Date" is hereby amended by deleting the first sentence thereof and substituting the following therefor: "Except with respect to the payment of default shares pursuant to Subsection 7G above and the payment of any optional prepayments pursuant to Subsection 7P below, the Commission shall notify the Company of the total amount due under this Contract for each month on or before the 10th day of the following month."

(b) A new subsection is hereby added, as follows:

"P. Prepayments. Subject to the limitations of this paragraph, the Company may, no more frequently than once in any given year, at any time during the month of December, prepay, in whole or in part, the Connection Facilities Cost and the Section 12(c)(iii) Amount due pursuant to this Contract, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. If such notice is given, the Company shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Connection Facilities Cost accruing after the date specified in Subsection 7N above; second, to the payment of the unpaid principal balance of the Connection Facilities Cost; third, to the payment of accrued and unpaid interest, if any, on the Section 12(c)(iii) Amount accruing after the date specified in Subsection 7N above; and fourth to the payment of

the unpaid principal balance of the Section 12(c)(iii) Amount; provided, however, that the Company shall not be entitled to make any such prepayment pursuant to this paragraph if the Company's Base Rate under this Contract during the Fiscal Year next following the date of such payment would be, as estimated by the Commission, less than the Average Charter Customer Rate Per 1,000 Gallons. For purposes of calculating the Company's Base Rate, any such prepayment shall be deemed to have been paid effective as of the 30th day of April next following the date of such payment. The Company shall not be entitled to, nor receive any credit for, interest on any such prepayment."

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the day and year first above written.

ILLINOIS-AMERICAN WATER COMPANY

By: _____
Its _____

ATTEST:

Secretary

DUPAGE WATER COMMISSION

By: _____
Its _____

ATTEST:

Clerk

Exhibit G

FIRST AMENDMENT TO WATER PURCHASE AND SALE CONTRACT – LIBERTY
RIDGE WEST SYSTEM

THIS FIRST AMENDMENT TO WATER PURCHASE AND SALE CONTRACT (the "First Amendment") is made and entered into this ____ day of _____, 2015, by and between the DuPage Water Commission (the "Commission"), a county water commission created and existing under 65 ILCS 5/11-135-1 *et seq.* and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* and Illinois-American Water Company (the "Company"), an Illinois corporation and the successor to Citizens Utilities Company of Illinois; the Commission and the Company sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties have previously entered into a certain Water Purchase and Sale Contract, dated as of December 11, 1998, for the sale of Lake Michigan water by the Commission to the Company (the "Contract"), for the Liberty Ridge West System; and

WHEREAS, the Parties desire to amend the Contract to provide for the optional prepayment of certain amounts due under the Contract.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby stipulate, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties hereby confirm the truth and validity of the respective representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this First Amendment. Such recitals are hereby

incorporated into and made a part of this First Amendment as though they were fully set forth in this Section 1.

Section 2. Integration of Agreement. The provisions of this First Amendment shall be deemed by the Parties to be fully integrated into the Contract. The Contract shall remain in full force and effect except to the extent that it is expressly modified by the terms of this First Amendment. Should any provision of the Contract conflict with any provision of this First Amendment, the provisions of this First Amendment shall control.

Terms capitalized in this First Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Contract. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this First Amendment and, to the extent such terms are also defined terms in the Contract, the definitions of those terms as herein provided shall control.

Unless the context dictates otherwise, the term "Contract" shall be deemed to refer to the original Contract, as amended by this First Amendment and the term "Citizens" or "Citizens Utilities" shall be deemed to refer to the Company.

Section 3. Amendment to Section 2 of the Contract. Section 2 of the Contract is amended to add the following definition:

"Base Rate" - means a water rate stated as dollars or cents per 1,000 gallons that is calculated by (i) subtracting the Company's estimated Charter Customer Facilities Credit in the Fiscal Year for which the Company's Base Rate pursuant to this Contract is being calculated from the sum of all Operation and Maintenance Cost payments, all Fixed Costs payments, all Connection Facilities Cost payments, and all Section 12(c)(iii) payments estimated to be made by the Company pursuant to this Contract in the Fiscal Year for which the Company's Base Rate

pursuant to this Contract is being calculated and (ii) dividing the resulting amount by the total amount of Lake Water, stated in 1,000 gallon units, estimated to be delivered to the Company pursuant to this Contract in said Fiscal Year.

Section 4. Amendment to Section 7 of the Contract. Section 7 of the Contract is hereby amended as follows:

(a) Section 7I, entitled “Bills and Due Date” is hereby amended by deleting the first sentence thereof and substituting the following therefor: “Except with respect to the payment of default shares pursuant to Subsection 7G above and the payment of any optional prepayments pursuant to Subsection 7P below, the Commission shall notify the Company of the total amount due under this Contract for each month on or before the 10th day of the following month.”

(b) A new subsection is hereby added, as follows:

“P. Prepayments. Subject to the limitations of this paragraph, the Company may, no more frequently than once in any given year, at any time during the month of December, prepay, in whole or in part, the Connection Facilities Cost and the Section 12(c)(iii) Amount due pursuant to this Contract, without premium or penalty, upon at least one business day’s irrevocable notice to the Commission, specifying the date and amount of prepayment. If such notice is given, the Company shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Connection Facilities Cost accruing after the date specified in Subsection 7N above; second, to the payment of the unpaid principal balance of the Connection Facilities Cost; third, to the payment of accrued and unpaid interest, if any, on the Section 12(c)(iii) Amount accruing after the date specified in Subsection 7N above; and fourth to the payment of

the unpaid principal balance of the Section 12(c)(iii) Amount; provided, however, that the Company shall not be entitled to make any such prepayment pursuant to this paragraph if the Company's Base Rate under this Contract during the Fiscal Year next following the date of such payment would be, as estimated by the Commission, less than the Average Charter Customer Rate Per 1,000 Gallons. For purposes of calculating the Company's Base Rate, any such prepayment shall be deemed to have been paid effective as of the 30th day of April next following the date of such payment. The Company shall not be entitled to, nor receive any credit for, interest on any such prepayment."

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the day and year first above written.

ILLINOIS-AMERICAN WATER COMPANY

By: _____
Its _____

ATTEST:

Secretary

DUPAGE WATER COMMISSION


By: _____
Its _____

ATTEST:

Clerk

DATE: September 1, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager
ITEM	A Resolution Authorizing the DuPage Water Commission Participation in the Long-Term Care (LTC) Program for Illinois Municipal Retirement Fund Members and Retirees. Resolution No. R-27-15	APPROVAL	
Account No.: NA			
<p>Within the past year, the IMRF Board of Trustees endorsed a new, optional Long-Term Care (LTC) insurance program for IMRF members and retirees. The new program allows IMRF to be treated as a single-employer entity with certain LTC insurance providers. As a result, the program offers discounted rates, reduced medical underwriting, and in certain situations, guaranteed issue.</p> <p>This resolution would allow the Commission to opt-in to the program and Commission IMRF members and retirees would then be able to participate. The Commission will incur no cost or administrative burden by opting into the program. The employees pay all costs for the coverage.</p>			
MOTION: To adopt Resolution No. R-27-15			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-27-15

A RESOLUTION AUTHORIZING THE DuPAGE WATER COMMISSION
PARTICIPATION IN THE LONG-TERM CARE (LTC) PROGRAM FOR ILLINOIS
MUNICIPAL RETIREMENT FUND MEMBERS AND RETIREES

WHEREAS, the Illinois Municipal Retirement Fund (IMRF) has endorsed an optional Long-Term Care (LTC) insurance program for IMRF members and retirees: and

WHEREAS, as a participating IMRF employer, the DuPage Water Commission (the "Commission") must opt-in to the program in order for Commission IMRF members and retirees to participate: and

WHEREAS, the LTC insurance program is administered by Doyle Rowe LTD in partnership with ASCIA Partners and,

WHEREAS, it is the recommendation that the Commission opt into the insurance program so that Commission IMRF members and retirees have the option of purchasing this optional insurance: and,

WHEREAS, Commission IMRF members and retirees who choose to purchase the insurance will be responsible for paying 100% of the cost of insurance products, without any contribution from the Commission; and

WHEREAS, the Commission staff is directed to work with ASCIA Partners and Doyle Rowe to offer the LTC insurance program during an initial open enrollment period in October 2015; and thereafter annually during an open enrollment period to be set by the General Manager.

NOW, THEREFORE, BE IT RESOLVED the Commission as an IMRF employer opts into the LTC insurance program.

Resolution No. R-27-15

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2015.

Chairman

ATTEST:

Clerk

Welcome to the IMRF endorsed Long Term Care Outreach and Education Program®

Long term care planning solutions provided by ACSIA Partners, LLC.



Doyle Rowe LTD

Today's Presenter

Mario Sestito

National Director of Worksite

ACCSIA Partners, LLC





National Challenge: Long Term Care Planning

*A gap in health insurance coverage that
exposes a hole in the retirement planning
process....*



What is Long Term Care?

- The need for assistance with activities of daily living (ADL's) caused by:
 - Physical impairment – illness, injury, or aging
 - OR
 - The need for supervision due to a severe cognitive impairment such as Alzheimer's Disease
-
- ADL's include bathing, dressing, toileting, transferring, continence and eating.



This care can take place in:

Home

Home health aide - \$22.00/hour-Chicago

Home health aide - \$19.00/hour-Peoria

Home health aide - \$19.00/hour-Carbondale

Assisted Living Facilities

\$60,000 per year in Chicago

\$44,000 per year in Peoria

\$31,000 per year in Carbondale

Nursing Homes

\$92,000 per year in Chicago

\$75,000 per year in Peoria

\$69,000 per year in Carbondale



Long Term Care Myths

- LTC is not a young person's benefit—wait until older to purchase.
- Denial: “it will never happen to me” or “I’m never going to a nursing home.”
- LTC is covered by traditional health insurance or government programs like Medicare or Medicaid.
- Disability insurance pays for LTC.
- Long term care insurance is very expensive.



Why is IMRF endorsing this program?

- LTC coverage is in high demand nationally.
- More people wish to remain in their homes.
- Accessing affordable coverage is becoming more challenging due to aging population and longer life expectancy.
- IMRF members have experienced a high long term care insurance decline rate due to medical reasons.
- Carriers are eliminating gender neutral rating for non-employer entities:
 - Resulting in significantly higher rates for females.
 - IMRF has a high percentage of female members.

Why is IMRF endorsing this program?

- The program enables IMRF to be treated as a single employer entity with highly rated carriers Lifesecure Insurance Co. and Combined Insurance Co.
- A significant number of active IMRF members and their working spouses will be eligible for guaranteed issue, conditional guaranteed issue or simplified underwriting.
- Certain retirees will also be eligible for simplified underwriting.
- Rates are gender neutral and discounted.



IMRF Members Have Two Options

- **Traditional Long Term Care Insurance**
 - Members with \$75,000 or more in assets
 - Ages 40+
 - No need for a death benefit
- **Long Term Care Insurance with a Death Benefit**
 - Members with additional unprotected risks
 - Family would need assistance to replace the members monthly income
 - Family would need financial assistance to pay for funeral and debts
 - Members seeking a guaranteed payout



Long Term Care Solutions for IMRF Members

Traditional Long Term Care Insurance

- Underwritten by Lifesecure Ins. Co.
- Comprehensive coverage
- Fully portable plans
- Tax-qualified, benefits are tax-free
- Multi-life discount
- Spousal discount – 30%
- Simplified Underwriting
- Spouses and extended family are eligible
- No gender based pricing – savings for females
- Direct billing



Long Term Care Solutions for IMRF Members

Simplified Underwriting

- Actively-at-work employees, at least 20 hours per week
- Spouses, with W-2 employment status
- Ages 18-65
- Reduced health questions
- No medical record review
- No telephone or face-to-face interview

Standard Underwriting

- Extended family members – ages 18-79
- Retirees



Long Term Care Solutions for IMRF Members

Long Term Care with Life Insurance

- Underwritten by Combined Ins. Co.
- Underwriting Criteria/Coverage Limits – Ages 19-70
 - Guaranteed Issue - \$100,000
 - Conditional Guaranteed Issue - \$101,000-\$150,000
 - Simplified Issue
 - \$150,000 for employees ages 19-70
 - \$75,000 for spouses ages 19-70
 - \$50,000 for employees ages 71-80
 - \$75,000 for retirees ages 40-55
 - \$50,000 for retirees ages 56-70
 - \$25,000 for retirees ages 71-80
- Payroll deducted OR employee EFT
- Fully portable



Long Term Care Solutions for IMRF Members

Long Term Care Benefit

- Automatically included
- Available to employees and spouses ages 19-70
- Pays 4% of current death benefit for up to 75 months
 - If death occurs within 25 months, remainder is paid as a death benefit
 - Example – If an insured has \$100,000 of protection and has an LTC event, the plan would pay \$4,000 a month for 25 months. If, the insured were to pass away after 12 months, his/her beneficiary would receive \$52,000.



How does the Program Work?

- Underwriting concessions are available on a one time basis.
- Employers must “opt-in” to one of the two remaining 90 day open enrollment periods,
 - July 1, 2015
 - October 1, 2015
- Employers must communicate program to employees.



Communication Details

Communication to Employees Provided by ACSIA Partners

Email announcement to all employees

- Outlines the program and available options
- Details eligibility rules for Simplified and Guaranteed Issue Underwriting
- Invites employees to attend an educational webinar



Individual Consultation

- In person or via screen sharing appointment
- Agent conducts fact finder and needs analysis
 - Financial suitability
 - Health qualification
- Explain how coverage works
- Plan design based on individual needs and budget
- Review timeline of approval process
- Submit all forms to carrier
- Monitor approval process
- Communicate with employee on status



Summary

The IMRF Endorsed Long Term Care Outreach and Education®

Program Provides:

- Beneficial education on planning options
- Retirement asset protection
- Comprehensive plan options
- Portability
- Simplified health approval process
- Discounts
- Gender neutral rates



Plan Highlights, FAQs & Sample Rates

These materials as well as a copy of the presentation slides may be downloaded by visiting www.endorsedltc.com and clicking on the Downloadable Forms Tab

You may also request them by emailing david.doyle@doyle Rowe.com and typing LTCFAQ in the subject line.



Long Term Care Solutions for IMRF Members

Next Steps

- Complete the survey at the end of the webinar.
- You must opt-in within 20 days of an upcoming open enrollment period
- To immediately “opt-in” to the program click on “yes” and select an open enrollment period. To “opt-in” at a later date call 866-767-1329 or email david.doyle@doyle Rowe.com

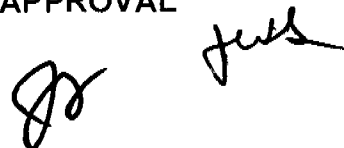



QUESTIONS?



DATE: September 10, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Super-Majority or Special Majority Vote Majority Vote	ORIGINATING DEPARTMENT Instrumentation / Remote Facilities Department
ITEM A Resolution Approving and Authorizing the Execution of a Two Year Extension Addendum with AT&T at the Same Pricing Schedule for Communication Services at the September 17, 2015 DuPage Water Commission Meeting Resolution No. R-25-15	APPROVAL  
<p>Account Number: 01-60-662400</p> <p>The Commission entered into an agreement with AT&T for leased communication lines on 10/9/2012 through the authority granted by resolution R-31-12. This was a three year agreement. AT&T has offered a two year term extension addendum at the same pricing schedule. The leased communication lines create a dedicated private network known as the SCADA Backhaul System for communicating data collected from the Commissions remote facilities through the master radios located at three of the Toll Highway Authorities tower locations. AT&T monitors and maintains the system for a reliability rating of 99.999% uptime.</p> <p>To authorize the General Manager to execute a Two Year Extension Addendum at the existing AT&T Managed Internet Service (MIS) Pricing Schedule.</p> <p>Resolution No. R-25-15 would suspend the purchasing procedures of the Commission's By-Laws and authorize the execution of an Addendum to the existing AT&T MIS Pricing Schedule.</p>	
MOTION: To adopt Resolution No. R-25-15.	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-25-15

A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF AN ADDENDUM TO THE AT&T MANAGED
INTERNET SERVICE PRICING SCHEDULE AT THE
SEPTEMBER 17, 2015, DUPAGE WATER COMMISSION MEETING

WHEREAS, the Commission entered into an agreement with AT&T for leased communication lines on 10/9/2012 through the authority granted by resolution R-31-12; and

WHEREAS, this was a three year agreement and AT&T has offered a two year term extension addendum at the same pricing schedule; and

WHEREAS, the leased communication lines create a dedicated private network known as the SCADA Backhaul System for communicating data collected from the Commissions remote facilities through the master radios located at three of the Toll Highway Authorities tower locations; and

WHEREAS, AT&T monitors and maintains the system for a reliability rating of 99.999% uptime; and

WHEREAS, it is in the best interests of the Commission to provide the General Manager with discretionary authority to execute the Addendum to the AT&T Managed Internet Service Pricing Schedule.;

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: An Addendum to the Managed Internet Service Pricing Schedule between the DuPage Water Commission and AT&T, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 with

Resolution No. R-25-15

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

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

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption by a vote of majority of the Commissioners present or the concurrence of a majority of the appointed Commissioners, whichever is greater, the Board of Commissioners of the DuPage Water Commission hereby suspending the purchasing procedures contained in Article VIII of the Commission's By-Laws.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2015.

Chairman

ATTEST:

Clerk

Exhibit 1



AT&T MA Reference No. _____
 AT&T Attachment/PS Reference No. _____

**AT&T Managed Internet Service
 Addendum to the Attachment/Pricing Schedule**

CSM150716161850

Customer Entity ("Customer") Dupage Water Commission	Customer Address and Phone Number 600 E Butterfield Rd Elmhurst, IL 60126 6308340100
--	--

This is a term extension addendum ("Addendum") to the AT&T MIS Attachment/Pricing Schedule ("Pricing Schedule") with the contract reference **MIS290895**. AT&T and Customer hereby agree to extend the Pricing Schedule Term for an additional **24 Months**. This Addendum shall become effective when signed by both parties ("Effective Date"). This Addendum is a part of the Master Agreement between AT&T and Customer referenced above.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

AGREED:

AGREED:

Customer

AT&T

By: _____
 (Authorized Agent or Representative)

By: _____
 (Authorized Agent or Representative)

 (Typed or Printed Name)

 (Typed or Printed Name)

 (Title)

 (Title)

 (Date)

 (Date)

AT&T Sales Contact Information	AT&T Branch Contract Contact Information	AT&T Authorized Agent Information (if applicable)
JOSEPH P WOOD 4513 WESTERN AVE LISLE, IL 60532 Telephone: 6308105235 Fax: 847-513-0888 Email: jw6164@mwwmail.att.com Branch Manager: Ed Sarna Sales Strata: ABS Sales Sales Region: Central	FMM, Contract Specialist, IP Sales Specialist or CPM, based on strata Name: bcs contract management bcs Chicago, IL 60606 Telephone: 9999999999 Email: g02085@att.com	Name: Company Name: Telephone: Fax: Email: Agent Code:



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

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

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

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>[Signature]</i>	By: eSigned - Sandra Sheehan
Name: JOHN SPATZ	Name:
Title: GENERAL MANAGER	Title: Associate Director
Date: SEPT 26, 2012	Date: 09 Oct 2012

AT&T and Customer Confidential Information

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

145898UA
CSM120831144053

1. SERVICES

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

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

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

3. MINIMUM PAYMENT PERIOD

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

4. GRANDFATHERING AND WITHDRAWAL

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

5. RATES (US Mainland, and HI only)

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

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

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

* Not available with MPLS PNT

[†] Available only with MPLS PNT Feature v.2.3.05

AT&T and Customer Confidential Information

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RM ID I-10KDPIB
208 rs6341 MIS PNT HS I 083112 REZ

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v.10/01/11

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

145898UA
CSM120831144053

Table 2: Burstable T-1

Discount: N/A

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

v.2.3.05

Table 3: DNS Services

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

v.07.01.04

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

Discount: N/A

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

v.2.20.06

Table 5: Redundancy Features - Monthly Service Fees

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

v.2.3.05

Table 6: MARO Features - Installation Fees

Discount: 0.0 %

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

v.2.6.05

AT&T and Customer Confidential Information

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

145898UA
CSM120831144053

Table 7: MIS Tele - Installation

Discount: 100.0 %

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

v.12.10.07

Table 8: On-Site Installation

Discount: 0.0 %

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

v.12.10.07

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

Discount: 80.0 %

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

* Charges waived for Sites with AT&T BVoIP Service

** Not available with MPLS PNT

(†) no real-time class available

v.6.1.06

Table 10: Class Of Service Option - Installation Fees

Discount: 100.0 %

Class of Service Undiscounted Installation Fee*	\$1,000
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*Charges waived for Sites with AT&T BVoIP Service

v.2.3.05

Table 11: MIS+NCS Option

Discount: N/A

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

v.04.29.02

AT&T and Customer Confidential Information

Page 4 of 6

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

145898UA
CSM120831144053

Table 12: MIS + NCS Installation Fees

Discount: 0.0 %

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

v.2.3.05

Table 13: MPLS PNT Feature

Discount: : 67.0 %

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

v.9/28/05

Table 14: MPLS PNT UniLink Feature

Discount: N/A

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

v.04.15.05

Table 15: MultiCast Monthly Service Fee

N/A

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

Table 16: MultiCast Installation

MultiCast Installation Fee	ICB
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Section II: AT&T Business in a BoxSM

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

Discount: N/A

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

v.5.14.09

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

Discount: N/A

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

AT&T and Customer Confidential Information

Page 5 of 6

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

145898UA
CSM120831144053

v.5.14.09

Table 3: Life-Cycle Management Charges - Service Charges

Discount: N/A

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

v. 5.14.09

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

Discount: 100%

Class of Service Monthly Service Fee	\$225
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v.1.9.09


Section III: Additional Service Fees

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

v.07/01/04

DATE: September 17, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT Facilities Construction /Safety Coordinator
ITEM A Resolution Directing Advertisement for Bids on a Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 1 and No. 4 East (Contract SS-7/16) Resolution No. R-26-15	APPROVAL 
<p>Account Number: Not Applicable</p> <p>At the February 19, 2015, Committee of the Whole meeting, the Board was presented with a draft of the Five-Year Capital Improvement Program which included the painting and other construction work for Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 1 and No. 4 East in 2016. Resolution No. R-26-15 would authorize the advertisement for bids for this project and establish requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds.</p> <p>It is anticipated that bids will be received in late 2015 and contract award in early 2016 with work commencing at the beginning of FY-16/17.</p> <p>This action does not authorize the construction or any expense to perform work other than costs associated with the publication of statutorily required legal notices.</p>	
MOTION: To approve Resolution No. R-26-15.	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-26-15

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
ON A CONTRACT FOR THE REHABILITATION OF COATING SYSTEMS AND FALL
PROTECTION SYSTEMS FOR TANK SITE NO. 1 AND NO. 4 EAST
(Contract SS-7/16)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 1 and No. 4 East —Contract SS-7/16" (the "Contract").

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

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

SECTION FOUR: Awarding of Contract. The Commission will award the Contract to the bidder whose proposal is found to be in the best interests of the Commission. The bidder who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws, the General Instructions to Bidders

Resolution No. R-26-15

substantially in the form attached hereto as Exhibit B, and the Special Instructions to Bidders substantially in the form attached hereto as Exhibit C.

SECTION FIVE: Approval of Bonds. The approval of the contractor's faithful performance bonds shall be subject to the requirements set forth under the subheading "Performance and Payment Bonds" in the Invitation for Bidder's Proposals attached hereto as Exhibit A.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2015.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-26-15.doc

EXHIBIT A

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FOR THE REHABILITATION OF COATING SYSTEMS AND FALL
PROTECTION SYSTEMS FOR TANK SITE NO. 1 AND NO. 4 EAST
CONTRACT SS-7/16

INVITATION FOR BIDDER'S PROPOSALS

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

ENGINEER: Dixon Engineering, Inc.
1104 3rd Avenue
Lake Odessa, MI 48849

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Furnishing of all labor, materials, equipment for the rehabilitation of the coating systems, and design and construction of fall protection systems for the 7.5 MG standpipe at Tank Site No. 1 and the 5.0 MG East standpipe at Tank Site No. 4, including painting and rechlorination of the standpipe.

The Work shall be performed at the following Work Sites:

Owners Tank Site No. 1 which is located at the rear of 240 West Central Avenue in Roselle and, Owner's Tank Site No. 4, which is located on 75th Street just east of Palamino Drive in unincorporated Lisle Township, both in DuPage County, Illinois.

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

INVITATION

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Special Instructions to Bidders;
- (4) Addenda, if issued;
- (5) Bidder's Proposal;
- (6) Bidder's Sworn Acknowledgement;
- (7) Bidder's Sworn Work History Statement;
- (8) Other Information Submitted by Bidder, if requested;
- (9) Notice of Award; and
- (10) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner and Engineer as listed above. A copy of the Bid Package may be purchased at the office of Engineer upon payment of \$[TO BE DETERMINED] per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$[TBD] per set to cover postage and handling. In making copies of the Bid Package available to prospective Bidders, Owner and Engineer do so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 1:00 p.m., local time, [DATE TO BE DETERMINED],[201X], at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds and Insurance**

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

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

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

DATED this ___ day of _____, 2015.

DuPAGE WATER COMMISSION

By: /s/ John F. Spatz
General Manager

EXHIBIT B

DuPAGE WATER COMMISSION

**CONTRACT FOR THE REHABILITATION OF COATING SYSTEMS AND FALL
PROTECTION SYSTEMS FOR TANK SITE NO. 1 AND NO. 4 EAST
CONTRACT SS-7/16**

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner or Engineer. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner or Engineer, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner and Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner or Engineer ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner or Engineer on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

GENERAL INSTRUCTIONS

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner or Engineer a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Engineer's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. Taxes and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

GENERAL INSTRUCTIONS

5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package may be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

GENERAL INSTRUCTIONS

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid

GENERAL INSTRUCTIONS

Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any

GENERAL INSTRUCTIONS

Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in

GENERAL INSTRUCTIONS

this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice

GENERAL INSTRUCTIONS

the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

15. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The

GENERAL INSTRUCTIONS

successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

EXHIBIT C

DUPAGE WATER COMMISSION
CONTRACT FOR THE REHABILITATION OF
COATING SYSTEMS AND FALL PROTECTION SYSTEMS
FOR TANK SITE NO. 1 AND NO. 4 EAST
CONTRACT SS-7/16

SPECIAL INSTRUCTIONS TO BIDDERS

1. **Special Bidding Considerations**

A. **Pre-Existing Conditions and Project Record Documents.** Information as to the Owner's existing facilities has been indicated or provided solely for the convenience of prospective Bidders. Owner and Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed. Summarized Tank Information Sheets will be made available for review and an evaluation report of the 7,500,000 gallon steel standpipe dated January 11, 2013, and an evaluation report of the 5,000,000 gallon steel standpipe dated January 7, 2013, each with color photographs prepared by Tank Industry Consultants covering the evaluations of the tanks are available for review in the office of the Owner. Bidders may examine at the offices of Owner the "Drawings of Record" from the initial construction of the standpipes and appurtenances within the Work Site. Such information is made available solely for the convenience of Bidders and is not guaranteed. Bidders are directed to Section 1 of the General Instructions to Bidders included in this Bid Package for provisions related to the improper use of this information.

B. **Pre-Bid Work Site Inspections.** As noted in Section 1 of the General Instructions to Bidders included in this Bid Package, each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bid Package; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. Any prospective Bidder desiring to make explorations or observations to determine conditions at or around the Work Site shall obtain permission from the Owner or other appropriate property owner prior to commencement of any such activity. The Owner will provide access to the Work Sites for such pre-bid inspections from 7:00 a.m. to 1:00 p.m. on normal business days. To schedule an appointment, contact Chris Bostick at (630) 834-0100 a minimum of 48 hours in advance to schedule an appointment.

C. **Fall Protection Specialist.** The Contractor shall employ a Pre-Qualified Fall Protection Specialist to design, fabricate and install a complete turnkey OSHA and ANSI compliant 100% continuous fall protection system for each standpipe's fixed ladder and walking/working surfaces, including, but not limited to replacing the

SPECIAL INSTRUCTIONS

tubular steel type ladder climbing system with cable type ladder climbing systems, standard handrails, horizontal lifelines, anchorages, connectors, full body harnesses, deceleration devices, lanyards, safety gates or grates, and anchorage points to be employed by first responder rescuers.

D. Tank Mixing Systems. Owner operates mixing systems within each Work Site. To maintain warranty provisions of the tank mixing equipment, the successful Bidder shall be required to retain the services of, and pay all costs incurred by, Utility Service Group, DeKalb, IL 60115, to remove and replace the mixer prior to commencement of, and after completion of rehabilitation work. Work shall be coordinated with Mr. Bill Murfree (815) 761-6190.

E. Testing. All quality control testing is to be performed by the successful Bidder unless the Specifications included in this Bid Package specifically identify Owner or Engineer as the entity responsible for such testing.

F. Major Subcontractors. Bidder shall include with their bid the names, addresses, telephone numbers and representative's name for Major Subcontractors which the Bidder proposes for the Work:

[TBD]

G. Suppliers/Manufacturers. Bidder shall include with their bid the names, addresses and of the following material Manufacturers and the names, addresses, telephone numbers and representative's name for Local Suppliers which the Bidder proposes for the Work:

[TBD]

2. Special Construction Considerations

A. Scheduling. Bidders are specifically instructed to note that Owner may, in the exercise of its sole discretion, delete, relocate, or impose special starting date or time limitations on any portion of the Work to be performed. In the event Owner deletes or relocates any Work, Bidders or Contractor, as the case may be, shall not dispute or complain of such deletion or relocation nor assert that there was any misunderstanding in regard to the nature or amount of the Work to be done. In addition, any deletion, relocation, or specially imposed starting date or time limitations shall not constitute the basis of a claim for damages or anticipated profits on Work affected by such deletion, relocation, or timing constraints nor entitle the successful Bidder to any compensation or damages therefor. Bidders are directed to Article II of the General Conditions of Contract included in this Bid Package for provisions related to changes and delays.

BIDDERS ARE DIRECTED TO SECTION 1 OF THE SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR WORK HOUR RESTRICTIONS.

SPECIAL INSTRUCTIONS

B. Permits. The successful Bidder shall be required to obtain, pay for, and furnish to Owner copies of, all permits, licenses, and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith. The successful Bidder shall be required to pay all fees, give all notices and take all other necessary actions that may be necessary to insure that the Work is performed in accordance with all applicable laws. The successful Bidder shall be required to make all necessary arrangements for carrying out the Work with the utility companies and any authorities involved.

The following Persons have been contacted in reference to the above:

Illinois Environmental Protection Agency
Division of Public Water Supplies
1021 North Grand Avenue East
PO Box 19276
Springfield, IL 62794-9276
217-782-2829



IT IS THE SUCCESSFUL BIDDER'S RESPONSIBILITY TO CONFIRM OR ESTABLISH ALL SUCH AGENCIES AND THEIR REQUIREMENTS, ESPECIALLY IN RELATIONSHIP TO BONDING, INSURANCE, PERMITS, AND TRAFFIC CONTROL AND PROTECTION. BIDDERS ARE DIRECTED TO THE SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR ANY SPECIAL INSURANCE AND BONDING REQUIREMENTS.

C. Limited Access. The successful Bidder shall be required to confine its operations to the areas of the Work Site shown on the Contract Drawings for the successful Bidder's non-exclusive use. On all other lands, the successful Bidder shall have no rights unless it obtains them from the proper parties.

In addition, the Owner will be occupying the Work Site for the conduct of its normal operations. The successful Bidder shall be required to cooperate with Owner and Engineer to minimize conflict and to facilitate the Owner's usage.

DATE: September 10, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering Committee	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Awarding a Contract for Masonry, Concrete Parapet and Handrail Rehabilitation Work at the DuPage Pumping Station Resolution No. R-28-15	APPROVAL	 

Account No.: 01-60-771600

On August 26, 2015, the Commission invited sealed bids for the rehabilitation of the DuPage Pumping Station Generation Facility masonry, concrete parapets and handrails. The Commission advertised for bids in the Daily Herald, in addition to posting a notice of the invitation on the Commission's web site, with various plan rooms as well as direct solicitation of area contractors. At the time of bidding a total of eight (8) contractors held bid packages.

Sealed bids were received until 1:00 p.m., local time, September 8, 2015, at which time all bids were publicly opened and read aloud. The engineer's opinion of probable cost was \$796,920.00, and the following bids were received:

ATP Enterprise Group, Inc., Northfield IL	\$137,000.00
Manusos General Contracting, Inc., Fox Lake IL	\$259,000.00
Berglund Construction Co., Chicago IL	\$260,000.00
Mertes Contracting Corp., Broadview IL	\$280,500.00
Soumar Masonry Restoration, Inc., Elmhurst IL	\$376,500.00

The bid submitted by the low dollar bidder was unresponsive, significantly because the bidder did not submit a bid security meeting the minimum requirements set forth in the bid specifications. Because courts have found bid bond deficiencies to be material variances, Staff is recommending that the proposal of the low dollar bidder be rejected as unresponsive.

The second lowest bid, Manusos General Contracting, Inc., contained one minor deficiency: Failure to attach the paper copy of Addendum #1 although the addendum was properly acknowledged in the required space in the proposal form and via email the day the addendum was released. Staff believes this variance to be minor and non-material.

Thus, Resolution No. R-28-15 would award the contract to the lowest "responsive" bidder, Manusos General Contracting, Inc., in the bid amount of \$259,000.00.

Resolution No. R-11-15

This project is being undertaken as a direct Engineer's recommendation in the 2014/2015 Condition Assessment and was included in the FY-15/16 Management Budget as a Capital Improvement Project.

MOTION: To approve Resolution No. R-28-15.

DuPAGE WATER COMMISSION

RESOLUTION R-28-15

A RESOLUTION AWARDED A
CONTRACT FOR MASONRY, CONCRETE PARAPET AND
HANDRAIL REHABILITATION WORK

WHEREAS, bids for Masonry, Concrete Parapet and Handrail Rehabilitation Work were received on September 8, 2015; and

WHEREAS, based upon staff's review of the proposals received, the Board of Commissioners of the DuPage Water Commission has determined (a) the lowest bid is unresponsive due to material variance from the bid specifications, and (b) the bid of Manusos General Contracting, Inc. is the most favorable to the interests of the Commission.

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

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

SECTION TWO: The DuPage Water Commission hereby rejects the bid of ATP Enterprises Group, Inc. and awards the Contract for the Masonry, Concrete Parapet and Handrail Rehabilitation Work to Manusos General Contracting, Inc., in the bid amount of \$259,000.00, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Contract that is acceptable to the DuPage Water Commission.

Resolution No. R-28-15

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2015.

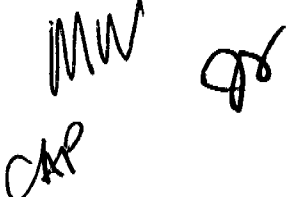
Chairman

ATTEST:

Clerk

Board/Resolutions/R-28-15

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering and Construction Committee	ORIGINATING DEPARTMENT	Operations
ITEM	Authorization for General Manager to execute a contract with Mid America Dynamics, Inc. for vibration monitor replacement at the DuPage Pumping Station in the amount of \$74,775.00.	APPROVAL	
			

Account Number: 01-60-771400

As identified in the condition assessment and as included in the Commission's Five Year Capital Improvement Plan, the vibration monitor system that protects the rotating equipment i.e. large service pumps and motors at the DuPage Pump Station is obsolete and requires replacement.

This request would authorize the General Manager to execute a contract with Mid America Dynamics, Inc. for the Vibration Monitor Replacement project at the DuPage Pumping Station in the amount of \$74,775.00.

The approved Capital Improvement Budget includes \$250,000.00 in account number 01-60-771400 for Vibration Monitor Replacement at the DuPage Pumping Station. Board approval is required due to the contract cost exceeding \$20,000.00.

The Commission solicited sealed proposals for Vibration Monitor Replacement at the DuPage Pumping Station by direct invitation, as well as by notice published in the *Chicago Tribune* on August 14, 2015 and by posting notice of the solicitation on the Commission's website starting August 14, 2015 and ending on August 28, 2015. Sealed proposals were received until 10:00 a.m., local time, August 28, 2015, at which time all proposals were publicly opened and read aloud.

Of the three (3) companies that held copies of the Request for Proposals (RFP) document, three (3) proposals were received (see tabulation below). Of the three (3) proposals received, the proposal of Mid America Dynamics, Inc. included a minor inaccuracy, but was found to be the lowest responsible bidder and most favorable to the interests of the Commission.

Company	Price
Mid America Dynamics, Inc.	\$74,775.00
SEC of America, Inc.	\$82,447.00
ACI Controls	\$84,965.00

MOTION: To authorize General Manager to execute a contract with Mid America Dynamics, Inc. for vibration monitor replacement at the DuPage Pumping Station in the amount of \$74,775.00.



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator *CP*

DATE: September 8, 2015

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the September 17, 2015 Commission meeting:

August 12, 2015 to September 8, 2015 A/P Report	\$11,040,569.28
Accrued and estimated payments required before October Commission meeting	<u>726,875.00</u>
Total	<u>\$11,767,444.28</u>

cc: Chairman and Commissioners

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 10-15-15
Board Meeting Date: September 17, 2015

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
45,000.00	Blue Cross Blue Shield - Health Insurance			
6,000.00	Euclid Managers - Dental Insurance			
9,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
250.00	Comcast - Internet Service			
2,000.00	AT & T - Telephone Charges			
2,600.00	AT & T - Scada Backhaul Network			
1,000.00	Fed - Ex - Postage/Delivery			
5,000.00	Procurement Card Charges			
1,000.00	Home Depot - Maintenance Supplies			
200.00	Anderson - Pest Control			
400.00	Republic Services - Disposal Services			
200.00	Elecsys - Cell Data Services			
1,500.00	Konica Minolta - Copy and Lease Charges			
525.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
5,500.00	Baker Tilly			
3,000.00	Gorski & Good			
1,500.00	Rory Group			
200.00	Edward Coughlin/Ken Lafin - Security			
250.00	Storino Ramello & Durkin			
6,000.00	John J. Millner & Assoc			
1,800.00	Advoco - Tutor Time			
3,000.00	Beary Landscaping - Tree and brush removal			
2,500.00	Beary Landscaping - August services			
2,000.00	Chicago Tribune - Request for bids			
650.00	Chicago Tribune - Public notice			
1,200.00	Cintas - Extinguisher inspection and training			
600.00	Computer Discount Warehouse - Oper. System			
1,700.00	Countryside Roofing - Re-Roof Meter station			
100.00	Data Flow - Office supplies			
12,500.00	Elan Technologies - Antenna work			

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 10-15-15
Board Meeting Date: September 17, 2015**

1,250.00	Elmhurst Plaza Standard - Vehicle repairs
4,000.00	F.E. Moran - Security fire systems services
2,100.00	Hach - Service call
1,200.00	Hach - Monthly chemicals
600.00	HOH Chemical - Chemicals for HVAC
400.00	IllinoisConstruction Spec. - Ladder-up safety post
100.00	Illinois Section AWWA - Seminars
40,000.00	LFGeorge - Hydrovac excavator
500.00	LogMein - Remote access renewal
1,500.00	NIU - OSHA Training
300.00	Office Depot - Office supplies
500.00	Patten - Repairs
1,600.00	Mansfield Oil - Gasoline
500.00	Red Wing - Uniforms
250.00	Red Wing - Safety shoes
1,700.00	Rose Paving - Parking lot maintenance
300.00	Saf-T-Gard - Electrical gloves and boot testing
2,800.00	Schneider - Install smoke detectors
1,600.00	Sikich - Consulting
300.00	Specialty Mat - Cleaning service
1,300.00	Staples - Office supplies
18,000.00	Divane - QRE 6
1,200.00	McWilliams - Insurance and bonds

726,875.00



Payable Number	Description	Post Date	Payable Amount	Payable Count	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE					
Vendor: 2089	ACCO Brands Direct			Payable Count: (1)	35.68
<u>INV0000446</u>	OFFICE SUPPLIES	09/03/2015	35.68		35.68
Vendor: 1566	ALLIANCE FOR WATER EFFICIENCY			Payable Count: (1)	2,250.00
<u>4099</u>	MEMBERSHIP DUES: 9/1/15-9/30/16	08/31/2015	2,250.00		2,250.00
Vendor: 1886	ANDERSON PEST SOLUTIONS			Payable Count: (1)	75.00
<u>3501299</u>	EXTERMINATOR SERVICE	09/03/2015	75.00		75.00
Vendor: 1516	ARAMARK REFRESHMENTS			Payable Count: (1)	95.86
<u>9343665</u>	OFFICE SUPPLIES	09/03/2015	95.86		95.86
Vendor: 1802	BAKER TILLY VIRCHOW KRAUSE, LLP			Payable Count: (1)	3,960.00
<u>BT874969</u>	PROFESSIONAL SERVICES 7/22-8/2015	08/31/2015	3,960.00		3,960.00
Vendor: 1017	BATTERIES PLUS			Payable Count: (1)	439.96
<u>288-105502-01</u>	BATTERIES	08/27/2015	439.96		439.96
Vendor: 2017	BEDROCK EARTHSCAPES, LLC			Payable Count: (1)	732.00
<u>245</u>	SERVICE VISIT - 8/17/15	08/31/2015	732.00		732.00
Vendor: 1692	BRIDGEPOINT TECHNOLOGIES			Payable Count: (1)	45.00
<u>25163</u>	HOSTING SERVICES	09/03/2015	45.00		45.00
Vendor: 1544	CAREERTRACK			Payable Count: (1)	149.00
<u>18361092</u>	SEMINAR: RODRIGUEZ	09/04/2015	149.00		149.00
Vendor: 1769	CHICAGO COMMUNICATIONS, LLC			Payable Count: (1)	122.50
<u>274520</u>	VEHICLE REPAIRS: M175659	08/20/2015	122.50		122.50
Vendor: 1933	CHICAGO COPIER SERVICES, INC.			Payable Count: (2)	787.00
<u>13018</u>	PRINTER REPAIR	08/31/2015	345.00		345.00
<u>13069</u>	PRINTER REPAIR	08/31/2015	442.00		442.00
Vendor: 1134	CITY OF CHICAGO DEPARTMENT OF WATER			Payable Count: (1)	25,150.76
<u>INV0000445</u>	LEX PUMP STATION LABOR: JULY 2015	08/31/2015	25,150.76		25,150.76
Vendor: 1135	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION			Payable Count: (1)	10,703,441.92
<u>INV0000451</u>	WATER BILLING: AUGUST 2015	08/31/2015	10,703,441.92		10,703,441.92
Vendor: 2080	DIXON ENGINEERING, INC.			Payable Count: (5)	29,141.90
<u>15-9528</u>	SPECIFICATION DEVELOPMENT FOR STANDPIPES	08/20/2015	4,000.00		4,000.00
<u>15-9529</u>	SPECIFICATION DEVELOPMENT FOR STANDPIPES	08/20/2015	4,000.00		4,000.00
<u>15-9530</u>	SPECIFICATION DEVELOPMENT FOR STANDPIPES	08/20/2015	4,000.00		4,000.00
<u>15-9642</u>	TANK REHAB	08/31/2015	6,178.85		6,178.85
<u>15-9643</u>	TANK REHAB	08/31/2015	10,963.05		10,963.05
Vendor: 2003	ECO CLEAN MAINTENANCE, INC.			Payable Count: (1)	1,406.30
<u>5025</u>	JANITORIAL SERVICE: AUGUST 2015	08/31/2015	1,406.30		1,406.30
Vendor: 1233	ELMHURST MEMORIAL OCC HEALTH SERVICES			Payable Count: (1)	265.00
<u>87229</u>	PHYSICAL AND RESPIRATORY TESTING	08/31/2015	265.00		265.00
Vendor: 1097	ELMHURST PLAZA STANDARD INC.			Payable Count: (1)	294.97
<u>39773</u>	VEHICLE MAINTENANCE: M63637	08/25/2015	294.97		294.97
Vendor: 1446	EN ENGINEERING, LLC			Payable Count: (1)	589.60
<u>0060262</u>	CRCUC REPRESENTATION & TESTING	08/20/2015	589.60		589.60

Board Open Payable Report

As Of 09/08/2015

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 1096 93022786	ESRI ANNUAL SOFTWARE MAINTENANCE 2016	08/31/2015	9,600.00	Payable Count: (1)	9,600.00
Vendor: 1843 IN744859	FLEETMATICS VEHICLE TRACKING SUBSCRIPTION	08/31/2015	486.22	Payable Count: (1)	486.22
Vendor: 1892 INV0000453	GORSKI & GOOD, LLP ATTORNEY FEE: AUGUST 2015	08/31/2015	3,156.60	Payable Count: (1)	3,156.60
Vendor: 2088 5915	GREAT LAKES HYDRAULICS FLANGE ALIGNMENT TOOLS	08/25/2015	233.64	Payable Count: (1)	233.64
Vendor: 2037 975	GREEN WINDOW CLEANING SERVICES MONTHLY CLEANING: AUGUST 2015	08/31/2015	453.50	Payable Count: (1)	453.50
Vendor: 1195 1/013400	LESMAN INSTRUMENT COMPANY MAINTENANCE SUPPLIES	08/31/2015	382.00	Payable Count: (1)	382.00
Vendor: 2081 568	MALCOR ROOFING OF ILLINOIS INC ROOF REPLACEMENT	08/31/2015	229,130.00	Payable Count: (1)	229,130.00
Vendor: 2085 713741	MANSFIELD OIL COMPANY GASOLINE	08/27/2015	1,514.34	Payable Count: (1)	1,514.34
Vendor: 2079 INV0000444	MANUSOS GENERAL CONTRACTING, INC. PAYMENT #2	08/31/2015	20,730.60	Payable Count: (1)	20,730.60
Vendor: 1054 37742461	MCMASTER-CARR SUPPLY COMPANY PAINT SUPPLIES	08/31/2015	50.93	Payable Count: (1)	50.93
Vendor: 1073 641262861	METTLER-TOLEDO, INC. REPLACE POWER SUPPLY, FUSE CAP, AND LABOR	08/20/2015	592.99	Payable Count: (1)	592.99
Vendor: 1395 788028954001 788042898001	OFFICE DEPOT OFFICE SUPPLIES OFFICE SUPPLIES	08/25/2015 08/25/2015	18.60 21.98	Payable Count: (2)	40.58
Vendor: 1178 T4417823	PADDOCK PUBLICATIONS, INC. LEGAL NOTICE	08/31/2015	144.90	Payable Count: (1)	144.90
Vendor: 1289 53617313	PRAXAIR DISTRIBUTION INC. AIR TANKS LEASE RENEWAL	08/31/2015	311.45	Payable Count: (1)	311.45
Vendor: 2059 201525	REACH HR Consulting, LLC EMPLOYEE HANDBOOK AND COMP PROJ	08/31/2015	1,250.00	Payable Count: (1)	1,250.00
Vendor: 1118 44467	REGIONAL TRUCK EQUIPMENT CO. VEHICLE REPAIRS: F350 TRUCK	08/31/2015	574.00	Payable Count: (1)	574.00
Vendor: 1903 1258168	ROWELL CHEMICAL CORPORATION SODIUM HYPOCHLORITE	08/31/2015	1,891.41	Payable Count: (1)	1,891.41
Vendor: 2090 S1387109.001	ROYAL PIPE & SUPPLY CO. MIXING VALVE	08/31/2015	831.57	Payable Count: (1)	831.57
Vendor: 1043 260385 260245 261133	SOOPER LUBE VEHICLE MAINTENANCE: M66159 VEHICLE MAINT: M79697 VEHICLE MAINT: M 153835	08/20/2015 08/31/2015 08/31/2015	35.95 42.95 41.20	Payable Count: (3)	120.10
Vendor: 2029 0000224640	TREE TOWNS IMAGING & COLOR GRAPHICS FULL SIZE PLAN COPIES	08/31/2015	92.00	Payable Count: (1)	92.00
Payable Account 01-211000				Payable Count: (46)	Total: 11,040,569.28

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	46	11,040,569.28
Report Total:	46	11,040,569.28

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	46	11,040,569.28
Report Total:	46	11,040,569.28



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz
General Manager

A handwritten signature in black ink, appearing to be "JS", is written to the right of the printed name "John F. Spatz".

DATE: September 11, 2015

SUBJECT: August 2015 Invoice

I reviewed the Gorski & Good, LLP August 2015 invoice for services rendered during the period – August 1, 2015 – August 31, 2015 and recommend it for approval. This invoice should be placed on the September 17, 2015, Commission meeting accounts payable.

August 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	\$3,140.00	15.7	\$200.00	Good (0.3 at \$200/hr.) Jones (15.4 @ \$200/hr.)	various (review board packet material, contracts, proposals, and attend regular Commission Meeting)
Misc:	<u>\$16.60</u>	<u> </u>	<u> </u>		
	\$3,156.60	15.7	\$200.00		