



# DuPage Water Commission

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

## AGENDA

### DUPAGE WATER COMMISSION

THURSDAY, MAY 16, 2013  
7:30 P.M.

600 EAST BUTTERFIELD ROAD  
ELMHURST, IL 60126

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

**RECOMMENDED MOTION: To approve the Minutes of the April 18, 2013 Regular Meeting of the DuPage Water Commission (Voice Vote).**

- V. Treasurer's Report – April 2013  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To accept the April 2013 Treasurer's Report Voice Vote).**

- VI. Committee Reports
  - A. Finance Committee
    1. Report of 5/16/13 Finance Committee
    2. Ordinance No. O-3-13: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Further Amending the \$40,000,000 Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser [The Northern Trust 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)

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

3. Resolution No. R-16-13: A Resolution Authorizing The Redemption of the West Suburban Second Amended and Extended 2009 Debt Certificate and Authorizing and Directing the Use of General Account Balances for the Payment Thereof – **Final Payment \$3MM plus interest – West Suburban Bank**

(Concurrence of a Majority of the Appointed Commissioners - 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 5/16/13 Finance Committee Agenda

B. Administration Committee

1. Report of 5/16/13 Administration Committee
2. Resolution No. R-14-13: A Resolution Releasing Certain Executive Session Meeting Minutes at the May 16, 2013, DuPage Water Commission Meeting
3. Resolution No. R-15-13: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission

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

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

**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 5/16/13 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 5/16/13 Engineering & Construction Committee
2. Resolution No. R-13-13: A Resolution Approving and Authorizing the Execution of a Master Contracts with the list of attached firms for Professional Engineering Services
3. To retain the services of Christopher B. Burke Engineering, LTD., for professional services related to the Lexington Pump Station Title Transfer in an amount not to exceed \$5,000.00.

(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)

(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 Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**

4. Actions on Other Items Listed on 5/16/13 Engineering & Construction Committee Agenda

VII. Accounts Payable

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

**RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$5,997,215.60, 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 \$805,040.00, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).**

VIII. Chairman's Report  
Meeting Schedule

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

**RECOMMENDED MOTION: To change the regular Commission and the Committee meetings of each month, with the regular Board meeting to begin at 7:00 P.M., the Administration Committee to begin at 6:40 P.M., the Engineering and Construction Committee to begin at 6:20 P.M., and the Finance Committee to begin at 6:00 P.M. prior to the regular Board meetings (Voice Vote).**

IX. Omnibus Vote Requiring Majority Vote

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

XI. Old Business

XII. New Business

XIII. Executive Session

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

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

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

XIV. Adjournment

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

**MINUTES OF A MEETING OF THE  
DuPAGE WATER COMMISSION  
HELD ON THURSDAY, APRIL 18, 2013  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 7:30 P.M.

Commissioners in attendance: J. Broda, L. Crawford, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, F. Saverino, and J. Zay

Commissioners Absent: M. Scheck, P. Suess, and J. B. Webb

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

Chairman Zay expressed his appreciation to everyone for attending the meeting acknowledging the challenging day caused by the horrible flooding conditions.

**PUBLIC COMMENT**

None

**APPROVAL OF MINUTES**

Commissioner Murphy moved to approve the Minutes of the March 14, 2013 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Russo and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**CHARTER CUSTOMER HEARING**

Commissioner Furstenau moved to open the Charter Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2013 and Ending April 30, 2014. Seconded by Commissioner Janc and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

There being no comments, Commissioner Murphy moved to close the Charter Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2013 and Ending April 30, 2014. Seconded by Commissioner Janc and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## **TREASURER REPORT**

Treasurer Ellsworth presented the March 2013 Treasurer's Report, consisting of six pages.

Treasurer Ellsworth pointed out the \$68.4MM of cash and investments on page 1, noting an increase of \$5.4MM from the previous month. Treasurer Ellsworth also pointed out the schedule of investments on pages 2, 3, and 4 totaling \$65.8MM and the market yield on the total portfolio showed 41 basis points. Treasurer Ellsworth pointed out a change in the investment balance and the O&M account which increased by \$4MM for a total of \$10.6MM. On page 5, the statement of cash flows showed a decrease in cash and investments by \$8.8MM and operating activities increased cash slightly under \$2MM. The sales tax receipts showed an increase in cash of \$30.6MM. Debt service payments totaled \$41.5MM. On page 6, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements and approximately \$75.4MM of outstanding debt in Table 3, Rows H, I and J.

Commissioner Furstenau moved to accept the March 2013 Treasurer's Report. Seconded by Commissioner Russo and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## **COMMITTEE REPORTS**

### **Finance Committee – Meeting Cancelled.**

Commissioner Pruyn moved to adopt Ordinance No. O-1-13: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2013 and Ending April 30, 2014. Seconded by Commissioner Russo.

On page four of the Tentative Draft Budget for Fiscal Year 2013-2014, Commissioner Furstenau referred to line items 01-60-6251, 01-60-6252, and 01-60-6253 under Legal Services for general, litigation and special services and inquired as to what the Commission should expect, on a monthly basis, with respect to legal costs noting that the past invoices received from the Commission's general counsel, Gorski and Good, had seemed a bit high. General Manager Spatz explained that although staff continues to limit the amount of legal review needed, in some cases legal review was essential, such as, when the Commission restructured its bank accounts, refinanced the revenue bonds, revised various contracts, etc. The good news, General Manager Spatz shared, was that the legal fees should start to diminish as a lot of those projects had been completed.

Commissioner Russo shared that the Finance Committee had discussed the legal costs about a month ago with respect to the \$175,000.00 budgeted under General Legal Services plus another \$25,000.00 for litigation. Chairman Zay explained that the \$25,000.00 for litigation was simply a placeholder in case the Commission should need outside legal assistance and reiterated that most of the projects involving legal review had been completed with the exception of the property transfer at the Lexington

## Minutes of the 4/18/13 Meeting

Pumping Station. Commissioner Russo suggested, before next year's budget, to seek a consensus from Board members as to what would be considered standard monthly legal services and then create additional line item(s) for legal services relating to special projects. Commissioner Furstenau agreed with Commissioner Russo and asked staff to provide a detailed breakdown of all the legal costs to better monitor fees. General Manager Spatz said that a breakdown of costs had been provided to the Finance Committee which reflected a significant cost savings when comparing outside counsel costs versus employing a full-time staff attorney noting that he would be happy to provide that breakdown.

Lastly, General Manager Spatz noted a revision to the Budget since the March meeting regarding the possible 3% annual employee salary increase and stated that the percent increase had been reduced to 2% per the Board's direction.

With no further discussion, the motion was unanimously approved by a Roll Call Vote:

Ayes: J. Broda, L. Crawford, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, F. Saverino, and J. Zay

Nays: None

Absent: M. Scheck, P. Suess and J. B. Webb

Commissioner Pruyn moved to adopt item numbers 3 through 5 under the Finance Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Janc.

Commissioner Pruyn asked Financial Administrator Peterson to explain the need to continue the services of the Accounting Firm of Baker Tilly. Financial Administrator Peterson explained that staff's recommendation to extend the Baker Tilly contract for another year, to provide services one day a week, was to continue receiving support regarding the day to day operations including maintaining the needed level of segregation of duties. In addition to the day to day operations, Financial Administrator Peterson also pointed out that Baker Tilly was familiar with the Commission's processes and procedures which would be beneficial during times when staff members are absent.

With no further discussion the motion was unanimously approved by a Roll Call Vote:

Ayes: J. Broda, L. Crawford, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, F. Saverino, and J. Zay

Nays: None

Absent: M. Scheck, P. Suess and J. B. Webb

Item 3: Ordinance No. O-2-13: An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2013 and Ending April 30, 2014

## Minutes of the 4/18/13 Meeting

Item 4: Resolution No. R-12-13: A Resolution Authorizing and Directing the Use of General Account Balances for the Payment of Debt Service on the Northern Trust Certificate of Debt—**\$5MM**

Item 5: Retain the services of Baker Tilly as Financial Services Provider at a cost not to exceed \$102,400.00

Commissioner Pruyn concluded his report by recommending electing another one month interest period under the Northern Trust Certificate of Debt as the interest rate had remained the same.

With regards to the Debt Certificate with Northern Trust Bank, General Manager Spatz stated that he had reached out to various banks in an effort to reduce the existing interest rate which is currently at 125 basis points plus Libor. The following options were offered:

- BMO Harris offered a loan at .75 basis points plus Libor and numerous terms
- PNC offered a loan at .65 basis points plus Libor. The loan would include a preset payment plan and numerous terms, such as default rates
- Northern Trust Bank offered to reduce the current interest rate to .75 basis points plus Libor with no change to the current terms and with legal fees not-to-exceed \$3,500.00

General Manager Spatz explained that by staying with Northern Trust Bank it would be the simplest and require the least amount of cost to complete the transaction, including both the Bank and the Commission's legal costs. It was the consensus of the Board to begin discussions with Northern Trust Bank, the Commission's current Debt Certificate holder, for consideration at the May Board Meeting.

General Manager Spatz informed the Board that line item 01-60-6258 for Legal Notices would be over budget due to the Treasurer's Report and various other items needing to be posted in the newspaper.

### **Administration Committee - Meeting Cancelled**

### **Engineering & Construction Committee - Meeting Cancelled**

Commissioner Loftus moved to adopt item numbers 2 through 4 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote:

Ayes: J. Broda, L. Crawford, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, F. Saverino, and J. Zay

Nays: None

Absent: M. Scheck, P. Suess and J. B. Webb

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- Item 2: Resolution No. R-9-13: A Resolution Approving and Ratifying Certain Contract TOB-7/12 Change Orders at the April 18, 2013, DuPage Water Commission Meeting— **John Neri Construction Company, Inc. (Revised Contract Completion Date)**
- Item 3: Resolution No. R-10-13: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-9/11 at the April 18, 2013, DuPage Water Commission Meeting—**Rossi Contractors, Inc. \$26,000.00 (estimated)**
- Item 4: Resolution No. R-11-13: A Resolution Approving and Ratifying Certain Contract MS-19/12 Change Orders at the April 18, 2013 DuPage Water Commission Meeting – **Airy's Inc. (Revised Contract Completion Date)**

With regards to the property transfer at the Lexington Pumping Station, General Manager Spatz explained that Tom Good from the law firm of Gorski & Good had been working on the transfer project, but would need clarification regarding the legal descriptions associated with a couple parcels of land. Mr. Good had recommended the services of Christopher Burke Engineering to assist in the project.

Commissioner Furstenau inquired as to the time and costs involved in the project. General Manager Spatz reassured that the research should only take a week or two to complete and therefore costs should be minimal. With no further discussion, it was the consensus of the Board to allow staff to move forward with the proposal from Christopher Burke Engineering for Board approval at the May Meeting.

### **ACCOUNTS PAYABLE**

After Chairman Zay noted a revision on the Accounts Payable Listings under the accrued and estimated payments, Commissioner Murphy moved to approve the Accounts Payable in the amount of \$13,235,221.23 subject to submission of all contractually required documentation, for invoices that have been received and for invoices that have not yet been received but have been estimated, as revised. Seconded by Commissioner Russo and unanimously approved by a Roll Call Vote:

Ayes: J. Broda, L. Crawford, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, F. Saverino, and J. Zay

Nays: None

Absent: M. Scheck, P. Suess and J. B. Webb

### **CHAIRMAN'S REPORT**

Chairman Zay again thanked everyone for attending as it had been a long day resulting from the terrible weather conditions.

General Manager Spatz referred to a Press Release that had been distributed at the meeting which highlighted the Commission's accomplishments over the past two years



Minutes of the 4/18/13 Meeting

and noted that it would be released the following week. Chairman Zay added by acknowledging how much work had been achieved in a short amount of time with paying down the Commission's debt certificates noting everyone's hard work was to be commended.

**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 Murphy moved to adjourn the meeting at 8:06 P.M. Seconded by Commissioner Furstenau and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DU PAGE WATER COMMISSION  
 TREASURER'S REPORT  
 SUMMARY OF CASH AND INVESTMENTS  
 April 30, 2013

FUNDS CONSIST OF:	April 30, 2013	March 31, 2013	INCR. - (DECR.)
PETTY CASH	1,200.00	1,200.00	0.00
CASH AT HARRIS BANK	2,812,741.73	2,516,016.25	296,725.48
<b>TOTAL CASH</b>	<b>2,813,941.73</b>	<b>2,517,216.25</b>	<b>296,725.48</b>
ILLINOIS FUNDS MONEY MARKET	5,904,002.22	6,078,759.02	(174,756.80)
IIIT MONEY MARKET FUNDS	2,296,038.01	2,758,179.45	(462,141.44)
BMO HARRIS MONEY MARKET FUNDS	9,337,476.63	13,035,048.75	(3,697,572.12)
U. S. TREASURY INVESTMENTS	18,959,291.54	18,252,264.24	707,027.30
U. S. AGENCY INVESTMENTS	19,310,885.99	18,463,371.74	847,514.25
MUNICIPAL BONDS	3,869,545.53	3,874,880.89	(5,335.36)
COMMERCIAL PAPER	499,835.77	1,399,609.18	(899,773.41)
CERTIFICATES OF DEPOSIT	1,973,000.00	1,973,000.00	0.00
<b>TOTAL INVESTMENTS</b>	<b>62,150,075.69</b>	<b>65,835,113.27</b>	<b>(3,685,037.58)</b>
<b>TOTAL CASH AND INVESTMENTS</b>	<b>64,964,017.42</b>	<b>68,352,329.52</b>	<b>(3,388,312.10)</b>
	<b>April 30, 2013</b>	<b>March 31, 2013</b>	<b>% CHANGE</b>
ILLINOIS FUNDS MONEY MARKET	9.5%	9.3%	-2.9%
IIIT MONEY MARKET FUNDS	3.7%	4.2%	-16.8%
BMO HARRIS MONEY MARKET FUNDS	15.0%	19.8%	-28.4%
U. S. TREASURY INVESTMENTS	30.5%	27.7%	3.9%
U. S. AGENCY INVESTMENTS	31.1%	28.0%	4.6%
MUNICIPAL BONDS	6.2%	5.9%	-0.1%
COMMERCIAL PAPER	0.8%	2.1%	-64.3%
CERTIFICATES OF DEPOSIT	3.2%	3.0%	0.0%
<b>TOTAL INVESTMENTS</b>	<b>100.0%</b>	<b>100.0%</b>	<b>-5.6%</b>

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
April 30, 2013

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		APPROX. MARKET YIELD	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 04/30/13
<b>Water Fund Oper. &amp; Maint. Acct. (01-1211.03)</b>										
BMO Harris - Money Market	0.210%	04/30/13	05/01/13	1	0.210%	5,637,076.63	5,637,076.63	-	5,637,076.63	-
					0.210%	\$ 5,637,076.63	\$ 5,637,076.63	\$ -	\$ 5,637,076.63	\$ -
<b>Revenue Bond Interest Account (01-1212)</b>										
BMO Harris	0.000%	04/30/13	05/01/13		0.000%	\$ 120,200.00	\$ 120,200.00	\$ -	\$ 120,200.00	\$ -
<b>Revenue Bond Principal (01-1213)</b>										
BMO Harris	0.000%	04/30/13	05/01/13		0.000%	\$ 3,580,200.00	\$ 3,580,200.00	\$ -	\$ 3,580,200.00	\$ -
<b>Water Fund General Account (01-1217 &amp; 1217.01)</b>										
Illinois Funds-Money Market	0.060%	04/30/13	05/01/13	1	0.060%	\$ 5,904,002.22	\$ 5,904,002.22	\$ -	\$ 5,904,002.22	\$ -
IIIT - Money Market (PFM Asset Management)	0.030%	04/30/13	05/01/13	1	0.030%	49,654.94	49,654.94	-	49,654.94	-
CD - PrivateBank & Trust(PFM Asset Management)	0.850%	04/20/12	04/21/14	356	0.850%	245,000.00	245,000.00	-	245,000.00	2,145.26
CD - Israel Discount Bank of NY (PFM Asset Management)	0.700%	04/20/12	04/21/14	356	0.700%	246,000.00	246,000.00	-	246,000.00	1,773.90
CD - Onewest Bank (PFM Asset Management)	0.750%	04/20/12	04/21/14	356	0.750%	246,000.00	246,000.00	-	246,000.00	1,900.60
CD - Orrstown Bank (PFM Asset Management)	0.700%	04/20/12	04/21/14	356	0.700%	246,000.00	246,000.00	-	246,000.00	1,773.90
CD - National Republic Bank (PFM Asset Management)	0.650%	04/24/12	04/24/14	359	0.650%	246,000.00	246,000.00	-	246,000.00	1,629.67
CD - Avenue Bank, TN (PFM Asset Management)	0.380%	04/30/13	04/30/14	365	0.380%	248,000.00	248,000.00	-	248,000.00	2.58
CD - Bank of China, NY (PFM Asset Management)	0.500%	04/30/13	04/30/14	365	0.500%	248,000.00	248,000.00	-	248,000.00	3.40
CD - Bank of the West (PFM Asset Management)	0.400%	04/30/13	04/30/14	365	0.400%	248,000.00	248,000.00	-	248,000.00	2.72
					0.198%	\$ 7,926,657.16	\$ 7,926,657.16	\$ -	\$ 7,926,657.16	\$ 9,232.03
		Weighted Avg Maturity		62						
<b>Sales Tax Funds (01-1230 &amp; 01-1230.01)</b>										
IIIT - Money Market (PFM Asset Management)	0.030%	04/30/13	05/01/13	1	0.030%	2,019,642.72	2,019,642.72	-	2,019,642.72	-
US Treasury Notes (PFM Asset Management)	0.375%	04/30/12	07/31/13	92	0.230%	675,000.00	675,248.93	(990.32)	676,239.25	629.32
US Treasury Notes (PFM Asset Management)	2.000%	04/30/12	11/30/13	214	0.260%	400,000.00	404,047.87	(6,952.13)	411,000.00	3,340.66
US Treasury Notes (PFM Asset Management)	1.875%	04/30/12	02/28/14	304	0.270%	750,000.00	759,960.92	(11,982.44)	771,943.36	2,369.23
US Treasury Notes (PFM Asset Management)	1.000%	04/30/12	05/15/14	380	0.290%	750,000.00	755,523.84	(5,316.00)	760,839.84	3,459.94
US Treasury Notes (PFM Asset Management)	2.375%	03/21/13	10/31/14	549	0.230%	375,000.00	387,027.24	(907.33)	387,934.57	24.20
US Treasury Notes (PFM Asset Management)	1.750%	09/06/12	07/31/15	822	0.290%	300,000.00	309,809.07	(2,835.46)	312,644.53	1,305.25
US Treasury Notes (PFM Asset Management)	1.375%	11/29/12	11/30/15	944	0.350%	225,000.00	230,924.84	(921.84)	231,846.68	1,291.90
US Treasury Notes (PFM Asset Management)	2.000%	01/30/13	01/31/16	1,006	0.440%	35,000.00	36,493.31	(128.17)	36,621.48	174.03
US Treasury Notes (PFM Asset Management)	2.000%	03/28/13	04/30/16	1,096	0.380%	100,000.00	104,826.41	(150.15)	104,976.56	5.43
Regional Trans Auth, IL Rev Bonds (PFM Management)	1.064%	06/26/12	06/01/14	397	1.060%	165,000.00	165,000.00	-	165,000.00	731.50
MD ST Econ Dev Corp Rev Bonds (PFM)	0.750%	10/31/12	06/01/15	762	0.730%	170,000.00	170,068.75	(16.25)	170,085.00	641.04
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	06/15/15	776	0.850%	200,000.00	217,397.88	(6,100.12)	223,498.00	3,777.78
OR ST GO Bonds (PFM)	0.497%	02/13/13	08/01/15	823	0.500%	100,000.00	100,000.00	-	100,000.00	107.68
FHLMC Notes (PFM Asset Management)	1.000%	04/30/12	08/27/14	484	0.400%	750,000.00	755,949.01	(4,490.99)	760,440.00	1,333.33
FHLMC Notes (PFM Asset Management)	0.625%	04/30/12	12/29/14	608	0.480%	750,000.00	751,823.85	(1,093.65)	752,917.50	1,588.54
Freddie Mac Global Notes (PFM Asset Management)	0.320%	04/30/13	04/29/15	729	0.320%	175,000.00	175,000.00	-	175,000.00	3.11
FNMA Notes (PFM Asset Management)	0.500%	08/07/12	08/07/15	829	0.500%	350,000.00	349,973.51	8.51	349,965.00	408.33
Fannie Mae Global Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	965	0.450%	175,000.00	174,652.20	59.95	174,592.25	236.98
Fannie Mae Global Notes (PFM Asset Management)	0.500%	02/14/13	03/30/16	1,065	0.540%	115,000.00	114,877.62	8.72	114,868.90	49.51
Toyota Motor Commercial Paper (PFM Asset Management)	0.370%	11/16/12	06/13/13	44	0.300%	250,000.00	249,910.42	345.84	249,564.58	-
GE Commercial Paper (PFM Asset Management)	0.330%	11/16/12	06/13/13	44	0.250%	250,000.00	249,925.35	288.20	249,637.15	-
					0.302%	\$ 9,079,642.72	\$ 9,158,083.74	\$ (41,173.63)	\$ 9,199,257.37	\$ 21,477.76
		Weighted Avg Maturity		381						

DU PAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 April 30, 2013

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		APPROX MARKET YIELD	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 04/30/13
Water Fund Operating Reserve (01-1218)										
IIIT - Money Market (PFM Asset Management)	0.030%	04/30/13	05/01/13	1	0.030%	43,015.96	43,015.96	-	43,015.96	-
US Treasury Notes (PFM Asset Management)	1.875%	04/23/12	02/28/14	304	0.270%	350,000.00	354,662.14	(1,339.66)	356,001.80	1,105.64
US Treasury Notes (PFM Asset Management)	1.875%	11/16/12	04/30/14	365	0.230%	715,000.00	726,696.65	(2,463.92)	729,160.57	36.43
US Treasury Notes (PFM Asset Management)	1.000%	03/30/12	05/15/14	380	0.370%	1,000,000.00	1,006,538.98	(3,188.02)	1,009,727.00	4,613.26
US Treasury Notes (PFM Asset Management)	0.750%	04/23/12	06/15/14	411	0.290%	750,000.00	753,827.42	(1,475.08)	755,302.50	2,117.10
US Treasury Notes (PFM Asset Management)	2.125%	11/16/12	11/30/14	579	0.260%	650,000.00	669,151.57	(2,455.73)	671,607.30	5,767.86
US Treasury Notes (PFM Asset Management)	0.250%	04/17/13	12/15/14	594	0.220%	1,300,000.00	1,300,694.55	(16.39)	1,300,710.94	1,223.21
US Treasury Notes (PFM Asset Management)	2.375%	04/24/12	02/28/15	669	0.410%	500,000.00	517,944.34	(3,149.66)	521,094.00	2,000.68
US Treasury Notes (PFM Asset Management)	2.375%	02/25/13	02/28/15	669	0.280%	600,000.00	622,961.05	(2,351.75)	625,312.80	2,400.82
US Treasury Notes (PFM Asset Management)	2.375%	11/16/12	02/28/15	669	0.280%	650,000.00	674,901.09	(2,521.11)	677,422.20	2,600.88
US Treasury Notes (PFM Asset Management)	1.875%	03/30/12	06/30/15	791	0.580%	225,000.00	231,281.17	(1,963.05)	233,244.22	1,410.13
US Treasury Notes (PFM Asset Management)	1.875%	03/30/12	06/30/15	791	0.580%	650,000.00	668,145.62	(5,671.03)	673,816.65	4,073.72
US Treasury Notes (PFM Asset Management)	1.750%	09/06/12	07/31/15	822	0.330%	425,000.00	438,522.67	(1,119.85)	439,642.52	1,849.10
US Treasury Notes (PFM Asset Management)	1.750%	06/27/12	07/31/15	822	0.460%	550,000.00	565,914.94	(3,034.21)	568,949.15	2,392.96
US Treasury Notes (PFM Asset Management)	1.250%	03/30/12	10/31/15	914	0.650%	200,000.00	202,943.78	(1,821.82)	204,765.60	6.79
US Treasury Notes (PFM Asset Management)	1.250%	03/30/12	10/31/15	914	0.650%	455,000.00	461,697.10	(4,144.64)	465,841.74	15.46
US Treasury Notes (PFM Asset Management)	1.375%	11/29/12	11/30/15	944	0.350%	250,000.00	256,583.15	(291.85)	256,875.00	1,435.44
US Treasury Notes (PFM Asset Management)	1.000%	03/06/13	10/31/16	1,280	0.490%	1,500,000.00	1,526,496.90	(1,159.35)	1,527,656.25	40.76
US Treasury Notes (PFM Asset Management)	0.625%	03/12/13	05/31/17	1,492	0.720%	1,100,000.00	1,096,008.27	133.27	1,095,875.00	2,870.88
US Treasury Notes (PFM Asset Management)	0.500%	08/15/12	07/31/17	1,553	0.740%	100,000.00	99,009.66	1.86	99,007.80	124.31
US Treasury Notes (PFM Asset Management)	0.500%	08/15/12	07/31/17	1,553	0.740%	250,000.00	247,524.15	4.65	247,519.50	310.77
US Treasury Notes (PFM Asset Management)	0.625%	10/31/12	09/30/17	1,614	0.750%	100,000.00	99,476.25	109.07	99,367.18	52.94
US Treasury Notes (PFM Asset Management)	0.625%	10/31/12	09/30/17	1,614	0.750%	300,000.00	298,428.74	327.18	298,101.56	158.81
US Treasury Notes (PFM Asset Management)	0.750%	11/01/12	10/31/17	1,645	0.740%	100,000.00	100,052.96	209.16	99,843.80	2.04
US Treasury Notes (PFM Asset Management)	0.625%	11/05/12	10/31/17	1,645	0.740%	175,000.00	175,092.68	366.03	174,726.65	3.57
US Treasury Notes (PFM Asset Management)	0.750%	03/08/13	02/28/18	1,765	0.850%	1,500,000.00	1,492,944.62	210.24	1,492,734.38	1,895.38
Regional Trans Auth, IL Rev Bonds (PFM Management)	1.064%	06/26/12	06/01/14	397	1.060%	100,000.00	100,457.00	-	100,457.00	443.33
Regional Trans Auth, IL Rev Bonds (PFM Management)	1.064%	06/26/12	06/01/14	397	1.060%	185,000.00	185,845.45	-	185,845.45	820.17
Regional Trans Auth, IL Rev Bonds (PFM Management)	1.064%	06/26/12	06/01/14	397	1.060%	200,000.00	200,914.00	-	200,914.00	886.67
MD ST Econ Dev Corp Rev Bonds (PFM)	0.750%	10/31/12	06/01/15	762	0.730%	120,000.00	120,048.53	(5.47)	120,054.00	452.50
MD ST Econ Dev Corp Rev Bonds (PFM)	0.750%	10/31/12	06/01/15	762	0.730%	270,000.00	270,109.19	(12.31)	270,121.50	1,018.13
MD ST Econ Dev Corp Rev Bonds (PFM)	0.750%	10/31/12	06/01/15	762	0.730%	300,000.00	300,121.32	(13.68)	300,135.00	1,131.25
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	06/15/15	776	0.850%	200,000.00	217,397.88	(2,550.12)	219,948.00	3,777.78
OR ST GO Bonds (PFM)	0.497%	02/13/13	08/01/15	823	0.500%	135,000.00	134,958.15	-	134,958.15	145.37
CA ST GO Bonds (PFM)	1.050%	03/27/13	02/01/16	1,007	0.930%	275,000.00	275,898.82	(30.68)	275,929.50	272.71
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	06/15/16	1,142	1.050%	100,000.00	112,089.64	(1,748.36)	113,838.00	1,888.89
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	06/15/16	1,142	1.050%	300,000.00	336,268.91	(5,245.09)	341,514.00	5,666.67
NYC NY G.O. Muni Bond (PFM Asset Management)	5.000%	05/25/12	08/01/16	1,189	1.010%	125,000.00	140,901.72	(2,102.03)	143,003.75	1,562.50
NYC NY G.O. Muni Bond (PFM Asset Management)	5.000%	05/25/12	08/01/16	1,189	1.010%	300,000.00	338,164.13	(5,044.87)	343,209.00	3,750.00
MI St Fin Auth Rev Bonds (PFM Management)	5.000%	06/27/12	01/01/17	1,342	1.130%	125,000.00	142,324.75	(2,990.25)	145,315.00	2,083.33
MI St Fin Auth Rev Bonds (PFM Management)	5.000%	06/27/12	01/01/17	1,342	1.130%	300,000.00	341,579.41	(7,176.59)	348,756.00	5,000.00

DU PAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
April 30, 2013

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	APPROX. MARKET YIELD	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 04/30/13	
Water Fund Operating Reserve (01-1218) Continued...										
FHLMC Notes (PFM Asset Management)	1.000%	04/23/12	08/27/14	484	0.410%	750,000.00	755,866.22	(3,069.32)	758,935.54	1,333.33
FHLMC Notes (PFM Asset Management)	1.000%	03/30/12	08/27/14	484	0.480%	1,000,000.00	1,006,830.90	(5,083.16)	1,011,914.06	1,777.78
Freddie Mac Global Notes (PFM Asset Management)	0.750%	05/31/12	11/25/14	574	0.500%	800,000.00	803,080.62	(3,636.98)	806,717.60	2,600.00
Fannie Mae Global Notes (PFM Asset Management)	0.750%	03/30/12	12/19/14	598	0.570%	425,000.00	426,275.32	(2,134.03)	428,409.35	1,168.75
Fannie Mae Global Notes (PFM Asset Management)	0.750%	03/30/12	12/19/14	598	0.570%	1,000,000.00	1,003,000.75	(5,021.25)	1,008,022.00	2,750.00
FHLMC Notes (PFM Asset Management)	0.625%	04/23/12	12/29/14	608	0.480%	750,000.00	751,745.64	(2,725.11)	754,470.75	1,588.54
Fannie Mae Global Notes (PFM Asset Management)	0.375%	03/30/12	03/16/15	685	0.600%	425,000.00	423,196.64	(2,198.18)	425,394.82	199.22
Fannie Mae Global Notes (PFM Asset Management)	0.375%	03/30/12	03/16/15	685	0.600%	1,000,000.00	995,756.80	(5,172.20)	1,000,929.00	468.75
Freddie Mac Global Notes (PFM Asset Management)	0.320%	04/30/13	04/29/15	729	0.320%	775,000.00	775,000.00	-	775,000.00	13.78
Fannie Mae Global Notes (PFM Asset Management)	0.500%	04/23/12	05/27/15	757	0.550%	750,000.00	749,229.20	(2,942.80)	752,172.00	1,604.17
FNMA Notes (PFM Asset Management)	0.500%	08/07/12	08/07/15	829	0.500%	500,000.00	499,962.16	267.66	499,694.50	583.33
Freddie Mac Global Notes (PFM Asset Management)	0.500%	07/30/12	08/28/15	850	0.470%	630,000.00	630,448.68	(939.84)	631,388.52	533.75
Fannie Mae Global Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	965	0.450%	165,000.00	164,672.07	124.01	164,548.06	223.44
Fannie Mae Global Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	965	0.450%	275,000.00	274,453.45	206.68	274,246.77	372.40
Fannie Mae Global Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	965	0.450%	300,000.00	299,403.77	225.47	299,178.30	406.25
FNMA Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	965	0.430%	650,000.00	649,123.99	904.34	648,219.65	880.21
Fannie Mae Global Notes (PFM Asset Management)	0.500%	02/14/13	03/30/16	1,065	0.540%	270,000.00	269,712.68	(1.12)	269,713.80	116.25
Fannie Mae Global Notes (PFM Asset Management)	0.500%	02/14/13	03/30/16	1,065	0.540%	540,000.00	539,425.36	(2.24)	539,427.60	232.50
Freddie Mac Global Notes (PFM Asset Management)	0.500%	03/07/13	05/13/16	1,109	0.500%	960,000.00	959,944.56	2.16	959,942.40	720.00
FHLMC Notes (PFM Asset Management)	2.500%	03/30/12	05/27/16	1,123	0.960%	200,000.00	209,289.58	(3,188.82)	212,478.40	2,138.89
FHLMC Notes (PFM Asset Management)	2.500%	03/30/12	05/27/16	1,123	0.960%	500,000.00	523,223.94	(7,972.06)	531,196.00	5,347.22
FNMA Notes (PFM Asset Management)	1.250%	03/30/12	09/28/16	1,247	1.060%	200,000.00	201,235.53	(3,170.67)	204,406.20	229.17
FNMA Notes (PFM Asset Management)	1.250%	03/30/12	09/28/16	1,247	1.060%	500,000.00	503,088.83	(7,926.67)	511,015.50	572.92
FNMA Notes (PFM Asset Management)	1.250%	03/30/12	01/30/17	1,371	1.160%	100,000.00	100,336.51	(2,000.99)	102,337.50	315.97
FNMA Notes (PFM Asset Management)	1.250%	03/30/12	01/30/17	1,371	1.160%	175,000.00	175,588.90	(3,501.72)	179,090.62	552.95
Freddie Mac Global Notes (PFM Asset Management)	1.000%	07/31/12	07/28/17	1,550	0.860%	125,000.00	125,712.86	(29.39)	125,742.25	322.92
Freddie Mac Global Notes (PFM Asset Management)	1.000%	07/31/12	07/28/17	1,550	0.860%	300,000.00	301,710.86	(70.54)	301,781.40	775.00
Freddie Mac Global Notes (PFM Asset Management)	0.875%	09/06/12	08/28/17	1,581	0.820%	200,000.00	200,433.49	511.49	199,922.00	296.53
Freddie Mac Global Notes (PFM Asset Management)	0.875%	09/06/12	08/28/17	1,581	0.820%	475,000.00	476,029.53	1,214.78	474,814.75	704.25
Freddie Mac Global Notes (PFM Asset Management)	0.875%	03/27/13	03/07/18	1,772	0.930%	450,000.00	448,834.31	22.31	448,812.00	590.63
Freddie Mac Global Notes (PFM Asset Management)	0.875%	03/12/13	03/07/18	1,772	1.020%	1,100,000.00	1,092,227.10	213.10	1,092,014.00	1,443.75
					0.588%	\$ 33,763,015.96	\$ 34,182,435.56	\$ (120,820.20)	\$ 34,303,255.76	\$ 98,270.89
		Weighted Avg Maturity	942							
FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	APPROX. MARKET YIELD	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 04/30/13	
Water Fund L-T Water Capital Reserve (01-1219)										
IIIT - Money Market (PFM Asset Management)	0.030%	04/30/13	05/01/13	1	0.030%	183,724.39	183,724.39	-	183,724.39	-
US Treasury Notes (PFM Asset Management)	1.000%	03/30/12	05/15/14	380	0.370%	425,000.00	427,779.06	(1,354.91)	429,133.97	1,960.64
US Treasury Notes (PFM Asset Management)	0.250%	04/17/13	12/15/14	594	0.220%	280,000.00	280,149.60	(3.53)	280,153.13	263.46
FHLMC Notes (PFM Asset Management)	1.000%	03/30/12	08/27/14	484	0.480%	425,000.00	427,903.13	(2,160.34)	430,063.47	755.56
Freddie Mac Global Notes (PFM Asset Management)	0.750%	05/31/12	11/25/14	574	0.500%	225,000.00	225,866.42	(1,022.90)	226,889.32	731.25
					0.352%	\$ 1,538,724.39	\$ 1,545,422.60	\$ (4,541.68)	\$ 1,549,964.28	\$ 3,710.91
		Weighted Avg Maturity	431							
		TOTAL ALL FUNDS			0.421%	\$ 61,645,516.86	\$ 62,150,075.69	\$ (166,535.51)	\$ 62,316,611.20	\$ 132,691.59
April 30, 2013	90 DAY US TREASURY YIELD			0.05%	Longest Maturity		1,772	\$ 1,550,000.00		
	3 month US Treasury Bill Index			0.03%						
	0-3 Year US Treasury Index			0.17%						
	1-3 Year US Treasury Index			0.21%						
	1-5 Year US Treasury Index			0.32%						

DUPAGE WATER COMMISSION  
ELMHURST, ILLINOIS  
TREASURER'S REPORT  
STATEMENT OF CASH FLOWS  
For the Period from April 30, 2012 to April 30, 2013

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CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 89,850,199
Cash payments to suppliers	(85,060,256)
Cash payments to employees	<u>(2,624,084)</u>
Net cash from operating activities	2,165,860

CASH FLOWS FROM NONCAPITAL

FINANCING ACTIVITIES

Cash received from sales taxes	33,003,620
Cash Received from water quality loans	0
Cash payments for intergovernmental expenses	<u>0</u>
Net cash from noncapital financing activities	33,003,620

CASH FLOWS FROM CAPITAL AND  
RELATED FINANCING ACTIVITIES

Interest paid	(5,102,634)
Principal Paid	(40,042,655)
Construction and purchase of capital assets	<u>(2,391,625)</u>
Net cash from capital and related financing activities	(47,536,914)

CASH FLOWS FROM INVESTING ACTIVITIES

Interest on investments	<u>153,873</u>
Net cash from investing activities	153,873

Net Increase (Decrease) in cash and investments (12,213,561)

CASH AND INVESTMENTS, APRIL 30 77,177,578

CASH AND INVESTMENTS, MARCH 31 \$ 64,964,017

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

April 30, 2013  
 TREASURER'S REPORT  
 DPWC MONTHLY CASH/OPERATING REPORT

	4/30/2013		
	TARGETED Reserve/Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
<b>TABLE 1</b>			
<b>RESERVE ANALYSIS</b>			
A .Operating Reserve	\$ 34,111,389	\$ 34,182,436	\$ 71,047
B. Long Term Water Capital Reserve	\$ 1,525,000	\$ 1,545,423	\$ 20,423
C. Principal Account	\$ 3,580,000	\$ 3,580,200	\$ 200
D. Interest Account	\$ 120,124	\$ 120,200	\$ 76
E. O+M Account	\$ 7,068,204	\$ 8,451,018	\$ 1,382,815
F. Current Construction Obligation and Customer Construction Escrows	\$ 348,905	\$ 348,905	\$ -
<b>TOTAL SUMMARY CASH + RESERVE ANALYSIS</b>	<b>\$ 46,753,622</b>	<b>\$ 48,228,181</b>	<b>\$ 1,474,560</b>

<b>TABLE 2</b>	
<b>OTHER CASH</b>	
G. General Fund	\$ 7,926,657
H. Sales Tax	\$ 8,809,179
<b>TOTAL TABLE 2-OTHER CASH</b>	<b>\$ 16,735,836</b>
<b>TOTAL MONTH END FUNDS CASH BALANCE-Table1+2</b>	<b>\$ 64,964,017</b>


Outstanding Balance 4/30/13
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<b>TABLE 3--DEBT</b>	
H. REVENUE BOND FINAL PAYMENT MAY-2016	\$ 42,430,050
I. WEST SUBURBAN BANK-OUTSTANDING BALANCE DUE DEC-2015	\$ 3,000,000
J. NORTHERN TRUST BANK-NEXT PAYMENT OF \$5M DUE MAY-2014	\$ 25,000,000

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

DATE: May 9, 2013

## REQUEST FOR BOARD ACTION

AGENDA SECTION	ORIGINATING DEPARTMENT
<p>Finance Committee</p> <p><b>ITEM</b> AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Further Amending the \$40,000,000 Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser [The Northern Trust Company]</p> <p>Ordinance No. O-3-13</p>	<p>Finance</p> <p><b>APPROVAL</b></p> 
<p>Pursuant to Ordinance No. O-8-10, the Commission issued its \$40,000,000 Taxable Debt Certificate, Series 2010 (the "2010 Certificate"), and pursuant to Ordinance No. O-8-11, the Commission extended the maturity date of the 2010 Certificate from May 1, 2011, to May 1, 2016, with a variable rate of interest that is determined and re-set as frequently as monthly, and also by requiring a minimum of \$5MM in annual prepayments of principal. In addition, pursuant to Ordinance No. O-7-12 further amended the 2010 Certificate to provide a reduced rate of interest.</p> <p>Ordinance No. O-3-13 would further amend the 2010 Certificate to provide a reduced rate of interest, lowering the Commission's interest rate from 1.25% plus LIBOR to 0.75% plus LIBOR, saving the Commission approximately \$125,000 in interest expense.</p> <p>As of May 1, 2013, \$25,000,000 of the original principal amount is outstanding.</p> <p>These documents have been provided to The Northern Trust Company and we are waiting for any final comments, along with a copy of the Purchase Contract. We will advise you of any comments at the meeting.</p>	
<p><b>MOTION:</b> To adopt Ordinance No. O-3-13.</p>	



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**ORDINANCE NUMBER O-3-13**

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Further Amending the \$40,000,000 Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser.

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Adopted by the Board of  
Commissioners of Said  
Commission on the 16th  
day of May 2013

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[This table of contents is for the convenience of the reader and is not a part of this Ordinance.]

**ORDINANCE NUMBER O-3-13**

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Further Amending the \$40,000,000 Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser

**PREAMBLES**

WHEREAS

A. The DuPage Water Commission, Illinois (the "*Commission*"), is a duly organized water commission and unit of local government of the State of Illinois (the "*State*") operating, *inter alia*, under and pursuant to the following laws:

1. the Water Commission Act of 1985 and Division 135 of Article 11 of the Illinois Municipal Code (collectively, the "*Water Commission Act*");
2. the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and in particular, the provisions of Section 17 of the Debt Reform Act (the "*Installment Purchase Provisions of the Debt Reform Act*"); and
3. all other Omnibus Bond Acts of the State;

in each case, as supplemented and amended (collectively, "*Applicable Law*").

B. Pursuant to Ordinance Number O-8-10, passed by the Board of Commissioners of the DuPage Water Commission (the "*Board of Commissioners*") on the 13<sup>th</sup> day of May 2010, and signed by the Chairman of the Board of Commissioners, and entitled:

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of \$40,000,000 Taxable Debt Certificates, Series 2010, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security

for and means of payment under the Agreement and the Certificates

(the "2010 Ordinance"), the Commission issued its \$40,000,000 Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "2010 Certificate").

C. The 2010 Certificate was issued to the original purchaser, The Northern Trust Company (the "Original Purchaser"), in evidence of the indebtedness incurred pursuant to that certain Installment Purchase Agreement dated as of May 17, 2010 (the "2010 Agreement").

D. Pursuant to Ordinance No. O-8-11, passed by the Board of Commissioners on the 21<sup>st</sup> day of April, 2011 (the "2011 Ordinance"), the Board of Commissioners approved a restructuring of the debt burden of the Commission by (i) extending the maturity date of the 2010 Certificate from May 1, 2011, to May 1, 2016, (ii) amending the 2010 Certificate to provide for mandatory prepayments of principal and a variable rate of interest that is determined and re-set as frequently as monthly, and (iii) amending and restating the 2010 Agreement accordingly, in the form of an Amended and Restated Installment Purchase Agreement (the "Amended and Restated Agreement").

E. Pursuant to Ordinance No. O-7-12, passed by the Board of Commissioners on the 17<sup>th</sup> day of May, 2012 (the "2012 Ordinance"), the Board of Commissioners approved a restructuring of the debt burden of the Commission by (i) modifying the variable rate of interest and amending and restating the 2010 Agreement accordingly, in the form of a Second Amended and Restated Installment Purchase Agreement (the "Second Amended and Restated Agreement") and (ii) issuing the Second Amended and

Extended Taxable Debt Certificate, Series 2010 (the "*Second Amended and Extended 2010 Certificate*").

F. The Board of Commissioners has determined that it is necessary and desirable to further restructure the debt burden of the Commission by amending the Second Amended and Extended 2010 Certificate, on which \$25,000,000 of the original \$40,000,000 remains outstanding, to provide for a modified variable rate of interest that is re-set as frequently as monthly and amending and restating the Second Amended and Restated Agreement accordingly.

G. In furtherance thereof, and in accordance with the provisions of the Installment Purchase Provisions of the Debt Reform Act, the Board of Commissioners finds that it is necessary and desirable and in the best interests of the Commission:

1. To authorize a Third Amended and Restated Installment Purchase Agreement (the "*Third Amended and Restated Agreement*") more particularly as described and provided below in the text of this Ordinance;

2. To name as counter-party to the Third Amended and Restated Agreement the Commission Treasurer (the "*Treasurer*"), as nominee-seller;

3. To authorize the Chairman of the Board of Commissioners (the "*Chairman*") and the Commission Clerk (the "*Clerk*") to execute and attest, respectively, the Third Amended and Restated Agreement on behalf of the Commission and to file same with the Clerk in his or her capacity as keeper of the records and files of the Commission; and

4. To authorize the exchange of the Second Amended and Extended 2010 Certificate originally issued under the 2012 Ordinance for a new newly-issued Third Amended and Extended Taxable Debt Certificate, Series 2010 of

the Commission evidencing the indebtedness incurred under the Third Amended and Restated Agreement in the amount of \$25,000,000 (the “*Third Amended and Extended 2010 Certificate*”), in form and having such details as set forth below in the text of this Ordinance.

NOW THEREFORE Be It Ordained by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook, and Will, Illinois, as follows:

*Section 1. Definitions.* Words and terms used in this Ordinance shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles hereto.

2010 Agreement

2010 Certificate

2010 Ordinance

2011 Ordinance

2012 Ordinance

Amended and Extended 2010 Certificate

Amended and Restated Agreement

Applicable Law

Board of Commissioners

Chairman

Clerk

Commission

Debt Reform Act

Installment Purchase Provisions of the Debt Reform Act

Original Purchaser

Second Amended and Extended 2010 Certificate

Second Amended and Restated 2010 Agreement

State

Third Amended and Extended 2010 Agreement

Third Amended and Extended 2010 Certificate

Treasurer

Water Commission Act

B. The following words and terms are as defined in the 2010 Ordinance.

Book Entry Form

Certificate Fund

Certificate Register

Code

Depository

Purchase Program

Record Date

Related Expenses

C. The following words and terms are defined as set forth.

“*Certificate Registrar*” means the Commission Clerk, in his or her respective capacities as certificate registrar and paying agent hereunder, or a successor thereto or a successor designated as Certificate Registrar hereunder.

“*Certificates*” means the 2010 Certificate issued under the 2010 Ordinance as well as the Amended and Extended 2010 Certificate, the Second Amended and Extended 2010 Certificate and the Third Amended and Extended 2010

Certificate and any other certificate authorized to be issued under the 2010 Ordinance as amended by the 2011 Ordinance, the 2012 Ordinance and this Ordinance.

*“Designated Officials”* means the Chairman and the General Manager, acting together.

*“Ordinance”* means this Ordinance, numbered as set forth on the title page hereof, and passed by the Board of Commissioners on the 16<sup>th</sup> day of May 2013.

*“Purchase Contract”* means the offer to purchase the 2010 Certificate as set forth and attached as Exhibit A to the 2010 Ordinance as supplemented and amended by the offer to modify the interest rate and exchange the Second Amended and Extended 2010 Certificate for the Third Amended and Extended 2010 Certificate as set forth and attached hereto as Exhibit A.

D. Definitions also appear in specific sections, as appear below. The headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

*Section 2. Incorporation of Preambles.* The Board of Commissioners hereby finds that the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

*Section 3. Third Amended and Restated Agreement Is a General Obligation.* The Commission hereby represents, warrants, and agrees that the obligation to make the payments due under the Third Amended and Restated Agreement shall be a lawful direct general obligation of the Commission payable from the corporate funds of the Commission and such other sources of payment as are otherwise lawfully available. The Commission represents and warrants that the total amount due the Seller (which term is hereinafter defined) under the Third Amended and Restated Agreement,



together with all other indebtedness of the Commission, is within all statutory and constitutional debt limitations.

*Section 4. Execution and Filing of the Third Amended and Restated Agreement.*

From and after the effective date of this Ordinance, the Chairman and Clerk shall be and they are hereby authorized and directed to execute and attest, respectively, the Third Amended and Restated Agreement, in substantially the form thereof set forth below in the text of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Third Amended and Restated Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Third Amended and Restated Agreement. Upon full execution, the original of the Third Amended and Restated Agreement shall be filed with the Clerk and retained in the Commission records and, together with the 2010 Agreement, the 2011 Agreement and the 2012 Agreement shall constitute authority for issuance of the Third Amended and Extended 2010 Certificate. Subject to such discretion of the officers signatory to the document as described in the foregoing text, the Third Amended and Restated Agreement shall be in substantially the form as follows:

THIRD AMENDED AND RESTATED INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, for the purpose of the purchase of water and of improvements and extensions to the existing facilities of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois; dated as of the 1<sup>st</sup> day of June 2013

THIS THIRD AMENDED AND RESTATED INSTALLMENT PURCHASE AGREEMENT (this "*Third Amended and Restated Agreement*") made as of the 1<sup>st</sup> day of June 2013 by and between the Treasurer of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, as Nominee-Seller (the "*Seller*"), and said Commission (the "*Commission*");

**WITNESSETH**

A. The Board of Commissioners (the "*Board of Commissioners*") of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, has determined to acquire real or personal property, or both, for the purpose of providing for the acquisition of water and of improvements and extensions to the existing facilities of the Commission (the "*Purchase Program*"), all as previously approved by the Board of Commissioners and on file with the Commission Clerk (the "*Clerk*").

B. Pursuant to the provisions of the Water Commission Act of 1985 and Division 135 of Article 11 of the Illinois Municipal Code (collectively, the "*Water Commission Act*"); the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and, in particular, the provisions of Section 17 of the Debt Reform Act (the "*Installment Purchase Provisions of the Debt Reform Act*"); and all other Omnibus Bond Acts of the State of Illinois; in each case, as supplemented and amended (collectively "*Applicable Law*"); the Commission has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no

more than 20 years and has the power to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 13<sup>th</sup> day of May 2010, the Board of Commissioners, pursuant to Applicable Law and the need to provide for the Purchase Program, adopted an ordinance (the “*2010 Ordinance*”), numbered O-8-10, authorizing the borrowing of money for the Purchase Program, the execution and delivery of an Installment Purchase Agreement, dated as of May 17, 2010 to finance same (the “*2010 Agreement*”), and the issuance of \$40,000,000 Taxable Debt Certificates, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the “*2010 Certificate*”), evidencing the indebtedness so incurred.

D. On the 21<sup>st</sup> day of April 2011, the Board of Commissioners, pursuant to Applicable Law and the need to restructure the debt burden of the Commission, adopted an ordinance (the “*2011 Ordinance*”), numbered O-8-11, authorizing the extension of the one-year short term debt incurred to finance the Purchase Program, including the execution and delivery of an Amended and Restated Agreement and the amendment and extension of the 2010 Certificate by exchanging the 2010 Certificate for a new newly-issued Amended and Extended Taxable Debt Certificate, Series 2010 evidencing the indebtedness incurred under the Amended and Restated Agreement in the amount of \$40,000,000 (the “*Amended and Extended 2010 Certificate*”).

E. On the 17<sup>th</sup> day of May 2012, the Board of Commissioners, pursuant to Applicable Law and the need to restructure the debt burden of the Commission, adopted an ordinance (the “*2012 Ordinance*”), numbered O-7-12, authorizing the modification of the interest rate incurred to finance the Purchase Program, including the execution and delivery of a Second Amended and Restated Agreement and the exchange of the Amended and Extended 2010 Certificate, originally issued under the

2011 Ordinance for a new newly-issued Second Amended and Extended Taxable Debt Certificate, Series 2010 evidencing the indebtedness incurred under the Second Amended and Restated Agreement in the amount of \$30,000,000 (the "*Second Amended and Extended 2010 Certificate*").

F. On the 16<sup>th</sup> day of May 2013, the Board of Commissioners, pursuant to Applicable Law and the need to restructure the debt burden of the Commission, adopted an ordinance (the "*2013 Ordinance*"), numbered O-3-13, authorizing the modification of the interest rate incurred to finance the Purchase Program, including the execution and delivery of a Third Amended and Restated Agreement and the exchange the Second Amended and Extended 20120 Certificate for a new newly-issued Third Amended and Extended Taxable Debt Certificate, Series 2010 evidencing the indebtedness incurred under the Third Amended and Restated Agreement in the amount of \$25,000,000 (the "*Third Amended and Extended 2010 Certificate*").

G. The 2010 Ordinance, the 2011 Ordinance, the 2012 Ordinance and the 2013 Ordinance are:

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the 2010 Ordinance, the 2011 Ordinance, the 2012 Ordinance and the 2013 Ordinance are also incorporated by reference for use in this Third Amended and Restated Agreement. In the event of a conflict between the 2010 Ordinance, the 2011 Ordinance, the 2012 Ordinance and the text or definitions of the 2013 Ordinance, the text and definitions of the 2013 Ordinance shall control.

H. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions of the Debt Reform Act, has agreed to make, construct, and acquire the Purchase Program on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the Commission as follows:

1. PURCHASE PROGRAM

The Seller has made, acquired, equipped, and installed the Purchase Program, and for the portion which constitutes improvements or extensions, upon real estate owned by or upon which valid easements have been obtained in favor of the Commission.

2. CONVEYANCE

The Seller has conveyed each portion of the Purchase Program to the Commission and when required to perform all necessary work, conveyed all necessary equipment; and the Commission has purchased all real or personal property which is part of the Purchase Program from the Seller and paid for the Purchase Program the purchase price of \$40,000,000 plus the amount of investment earnings which are earned on the amount deposited with the Commission Treasurer from the sale of the 2010 Certificate and in no event shall the total aggregate principal purchase price to be paid pursuant to this Third Amended and Restated Agreement exceed said sum of \$40,000,000, \$15,000,000 of which has previously been paid, plus the amount of investment earnings which are earned on the amount deposited with the Commission Treasurer from the sale of the 2010 Certificate.

### 3. PAYMENTS

The payment of the entire sum of \$40,000,000 of said purchase price, \$15,000,000 of which has already been paid, shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Third Amended and Extended 2010 Certificate in the Ordinance.

### 4. ASSIGNMENT

Rights to payment of the Seller as provided in this Third Amended and Restated Agreement are assigned as a matter of law, under the Installment Purchase Provisions of the Debt Reform Act, to the Original Purchaser for so long as the Original Purchaser owns the Third Amended and Extended 2010 Certificate and to the owners of any other certificate authorized to be issued under the 2010 Ordinance as amended by the 2011 Ordinance, the 2012 Ordinance and the 2013 Ordinance (the "*Certificates*"). This Third Amended and Restated Agreement and any right, title, or interest herein shall not be further assignable so long as the Certificates remain outstanding; *provided, however*, that assignment for the benefit of refunding certificates which may be issued in the future to refund the Certificates shall be permitted. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

## 5. TITLE

(a) *Vesting of Title.* Title in and to any part of the real or personal property constituting the Purchase Program, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the Commission.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Third Amended and Restated Agreement, (i) all or any part of the real or personal property constituting the Purchase Program shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the real or personal property constituting the Purchase Program shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the real or personal property constituting the Purchase Program shall become apparent; or (iv) title to or the use of all or any part of the real or personal property constituting the Purchase Program shall be lost by reason of a defect in title; then the Commission shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the real or personal property constituting the Purchase Program.

## 6. LAWFUL CORPORATE OBLIGATION

The Commission hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the Commission payable from the corporate funds of the Commission and such other sources of payment as are otherwise lawfully available. The Commission represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the Commission, is within all statutory and constitutional debt limitations.

7. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the Commission, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Third Amended and Restated Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

8. NO SEPARATE TAX

THE SELLER AND THE COMMISSION RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF AN AD VALOREM TAX ON PROPERTY OR ANY SEPARATE TAX IN ADDITION TO EXISTING TAXES OF THE COMMISSION OR FOR THE LEVY OF A SPECIAL TAX OF ANY KIND, WHETHER UNLIMITED OR LIMITED AS TO RATE OR AMOUNT, TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

9. DEFAULT

In the event of a default in payment hereunder by the Commission, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Third Amended and Restated Agreement, including, without limitation, an action for specific performance.



IN WITNESS WHEREOF the Seller has caused this Third Amended and Restated Installment Purchase Agreement to be executed and attested, and his or her signature to be attested by the Clerk, and the Commission has caused this Third Amended and Restated Installment Purchase Agreement to be executed by its Chairman, and also attested by the Clerk, and the official seal of the Commission to be hereunto affixed, all as of the day and year first above written.

SELLER: Signature: \_\_\_\_\_  
Douglas R. Ellsworth  
as Nominee-Seller and the Commission  
Treasurer

ATTEST:

\_\_\_\_\_  
Commission Clerk  
[SEAL]

DUPAGE WATER COMMISSION

By \_\_\_\_\_  
Chairman of the Board of  
Commissioners

ATTEST:

\_\_\_\_\_  
Commission Clerk  
[SEAL]

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK         )

**CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting Commission Clerk of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), and as such officer I do hereby certify that on the \_\_\_\_ day of May 2013 there was filed in my office a properly certified copy of that certain document, executed by the Chairman of the Board of Commissioners, attested by me in my capacity as Commission Clerk, and further executed, as Nominee-Seller, by the Commission Treasurer of the Commission, also attested by me, dated as of the 1<sup>st</sup> day of June 2013, and entitled:

THIRD AMENDED AND RESTATED INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, for the purpose of the purchase of water and of improvements and extensions to the existing facilities of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois; dated the 1<sup>st</sup> day of June 2013

and supporting the issuance of certain Third Amended and Extended Taxable Debt Certificates, Series 2010, of the Commission; that attached hereto is a true and complete copy of said Third Amended and Restated Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the Commission this \_\_\_\_ day of May 2013.

\_\_\_\_\_  
Commission Clerk

[SEAL]

*Section 5. Third Amended and Extended 2010 Certificate Details.* For the purpose of restructuring the debt burden of the Commission by modifying the variable rate of interest determined and re-set as frequently as monthly and mandatory prepayments of principal required, the Original Purchaser has agreed to exchange the Second Amended and Extended 2010 Certificate for the Third Amended and Extended 2010 Certificate evidencing the indebtedness incurred under the Third Amended and Restated Agreement in the amount of \$25,000,000. In exchange for the Second Amended and Extended 2010 Certificate, the Third Amended and Extended 2010 Certificate shall be issued to the Original Purchaser in the aggregate principal amount of \$25,000,000; shall be dated as of June 1, 2013 (the "*Dated Date*"), and shall also bear the date of authentication thereof. The Third Amended and Extended 2010 Certificate shall be in fully registered form and may, at the option of the Original Purchaser delivered at least five business days prior to the issuance of the Third Amended and Extended 2010 Certificate, be in Book Entry Form. The Third Amended and Extended 2010 Certificate shall become due and payable on May 1, 2016 (subject to prior redemption and prepayment as hereinafter stated), and shall bear interest, never to exceed the maximum rate of interest permitted by Section 2 of the Bond Authorization Act (30 ILCS 305/2), at the Formula Rate, defined and determined for each Interest Period as follows:

For the period 6/1/13 to 4/30/16:

That rate which is equal to the lesser of the maximum rate of interest permitted by Section 2 of the Bond Authorization Act (30 ILCS 305/2) or the rate determined as of two Working Days before the beginning of an Interest Period and applicable for such Interest Period (computed on the basis of a 360-day year of twelve 30-day months) as follows:

Specified 1 month, 3 month, 6 month, or 12 month LIBOR + .75%

where "Interest Period" means:

(i) initially, the period commencing on June 1, 2013, and ending one month, three months, six months, or 12 months thereafter as selected by the Designated Officials in an irrevocable notice given to the Original Purchaser at least three Working Days prior to June 1, 2013; and

(ii) thereafter, for so long as the Third Amended and Extended 2010 Certificate bears interest at a rate based upon LIBOR, each period commencing on the first day of the calendar month of the next succeeding Interest Period and ending one month, three months, six months, or 12 months thereafter as selected by the Designated Officials in an irrevocable notice given to the Original Purchaser at least three Working Days prior to the first day of the then next succeeding Interest Period;

provided, however, that if the Designated Officials shall fail to give notice as provided above, the Commission shall be deemed to have selected an Interest Period of one month; and

provided further, however, that whenever the Third Amended and Extended 2010 Certificate bears interest at a rate based upon LIBOR, the Commission may elect to convert the Third Amended and Extended 2010 Certificate to a fixed rate of interest (as set by mutual agreement of the Commission and the Original Purchaser), without premium, penalty, or fee, for an Interest Period that commences on the first day of the calendar month of the next succeeding Interest Period and ends no later than May 1, 2016, all as may be approved by the Original Purchaser and the Board of

Commissioners by ordinance or resolution duly adopted at least 15 days prior to the last day of the then current Interest Period

where "LIBOR" means:

for any 1 month, 3 month, 6 month, or 12 month Interest Period (a) the LIBOR Index Rate for such Interest Period, if such rate is available, and (b) if the LIBOR Index Rate cannot be determined, the arithmetic average of the rates of interest per annum (rounded upwards, if necessary, to nearest 1/100 of 1%) at which deposits in U.S. dollars in immediately available funds are offered to the Original Purchaser at 11:00 a.m. (London, England time) two Working Days before the beginning of such Interest Period by three or more major banks in the interbank eurodollar market selected by the Original Purchaser for a period equal to such Interest Period and in an amount equal or comparable to the principal amount of the Third Amended and Extended 2010 Certificate

where "LIBOR Index Rate" means:

for any 1 month, 3 month, 6 month, or 12 month Interest Period, the rate per annum (rounded upwards, if necessary, to the next higher one hundred-thousandth of a percentage point) for deposits in U.S. Dollars for a period equal to such Interest Period, which appears on the LIBOR01 Page as of 11:00 a.m. (London, England time) two Working Days before the commencement of such Interest Period

where "LIBOR01 Page" means:

the display designated as "Reuters Screen LIBOR01 Page" (or such other page as may replace LIBOR01 Page on that service or such other service as may be nominated by the British Bankers' Association as the information

vendor for the purpose of displaying British Bankers' Association Interest Settlement Rates for U.S. Dollar deposits)

where "1 month LIBOR" means: LIBOR for an "Interest Period" closest to one month

where "3 month LIBOR" means: LIBOR for an "Interest Period" closest to three months

where "6 month LIBOR" means: LIBOR for an "Interest Period" closest to six months

where "12 month LIBOR" means: LIBOR for an "Interest Period" closest to 12 months

where "Specified 1 month, 3 month, 6 month, or 12 month LIBOR" means:

LIBOR for a one month, three month, six month, or 12 month Interest Period as specified in an irrevocable notice given by the Designated Officials at least three Working Days before the commencement of such Interest Period

where "Working Day" means: any day on which dealings in foreign currencies and exchange between banks may be carried on in London, England, and in New York, New York

The Third Amended and Extended 2010 Certificate shall bear interest from the later of its Dated Date, or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Certificate is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on May 1 and November 1 of each year, commencing November 1, 2013. Interest on the Third Amended and Extended 2010 Certificate, and the principal of or redemption price due on the Third Amended and Extended 2010 Certificate, shall be paid in the same manner, and following the same procedures, as provided in Subsection 6E of the 2010 Ordinance with respect to the 2010 Certificate.

*Section 6. Book Entry Provisions.* The provisions of Section 7 of the 2010 Ordinance shall apply to the Third Amended and Extended 2010 Certificate only in the event the Original Purchaser shall have delivered a written request at least five business days prior to the issuance of the Third Amended and Extended 2010 Certificate.

*Section 7. Execution; Authentication.* The Third Amended and Extended 2010 Certificate shall be executed and, upon presentation of the Second Amended and Extended 2010 Certificate to the Certificate Registrar, authenticated in accordance with the provisions of Section 8 of the 2010 Ordinance. Upon authentication of the Third Amended and Extended 2010 Certificate, the Second Amended and Extended 2010 Certificate shall be canceled and destroyed by the Certificate Registrar.

*Section 8. Redemption.* The Third Amended and Extended 2010 Certificate is subject to optional redemption and prepayment as a whole or in part in integral multiples of \$100,000 on the last day of any Interest Period at the price of 100% of the principal amount thereof plus accrued interest to the redemption and prepayment date; provided, however, that the outstanding principal balance of the Third Amended and Extended 2010 Certificate shall not exceed the following amounts on May 1 of the years set forth below:

YEAR	AMOUNT (\$)
2014	\$25,000,000
2015	\$20,000,000

*Section 9. Redemption and Prepayment Procedures.* The Third Amended and Extended 2010 Certificate or portion thereof subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures set forth in Section 10 of the 2010 Ordinance except that upon surrender for any partial redemption, there shall

be prepared for the registered owner a new Third Amended and Extended 2010 Certificate of like tenor, of authorized denomination, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal. Alternatively, redemptions may, by agreement of the Designated Officials and the registered owner, occur automatically and in lieu of a new Third Amended and Extended 2010 Certificate, the payment by redemption may be noted thereon by the registered owner.

*Section 10. Registration of Third Amended and Extended 2010 Certificate; Persons Treated as Owners.* The Third Amended and Extended 2010 Certificate shall be registered and transferred in accordance with the procedures, and subject to the conditions and limitations, set forth in Section 11 of the 2010 Ordinance.

*Section 11. Form of Third Amended and Extended 2010 Certificate.* The Third Amended and Extended 2010 Certificate shall be in substantially the form hereinafter set forth.



REGISTERED  
No. Four

REGISTERED  
\$25,000,000

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTIES OF DUPAGE, COOK AND WILL  
DUPAGE WATER COMMISSION  
THIRD AMENDED AND EXTENDED TAXABLE DEBT CERTIFICATE, SERIES 2010

Interest	Maturity	Dated	
Rate: Formula Rate	Date: May 1, 2016	Date: June 1, 2013	CUSIP: None

Registered Owner: THE NORTHERN TRUST COMPANY

Principal Amount: TWENTY FIVE MILLION DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, a water commission and unit of local government of the State of Illinois (the "*Commission*"), hereby acknowledges itself to owe and for value received promises to pay as hereinafter provided to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to prior redemption and prepayment), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Third Amended and Extended Taxable Debt Certificate, Series 2010 (the "*Third Amended and Extended 2010 Certificate*") identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Formula Rate identified below, such interest to be payable on May 1 and November 1 of each year, commencing November 1, 2013, until said Principal Amount is paid or duly provided for. The principal of or redemption price on this Third Amended and Extended 2010 Certificate is payable in lawful money of the United States of America upon presentation hereof at the office maintained for such purpose of Clerk of the Commission, as paying agent and

registrar (the "*Certificate Registrar*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Commission maintained by the Certificate Registrar at the close of business on the applicable Record Date (the "*Record Date*"). The Record Date shall be the 15<sup>th</sup> day preceding an interest payment date. Interest shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar; or as otherwise agreed by the Commission and the Certificate Registrar and either the Original Purchaser of this Third Amended and Extended 2010 Certificate or a qualified securities clearing corporation as depository, or nominee.

The Formula Rate ("Formula Rate") is hereby defined as follows:

For the period 6/1/13 to 4/30/16:

That rate which is equal to the lesser of the maximum rate of interest permitted by Section 2 of the Bond Authorization Act (30 ILCS 305/2) or the rate determined as of two Working Days before the beginning of an Interest Period and applicable for such Interest Period (computed on the basis of a 360-day year of twelve 30-day months) as follows:

Specified 1 month, 3 month, 6 month, or 12 month LIBOR + .75%

where "Interest Period" means:

(i) initially, the period commencing on June 1, 2013, and ending one month, three months, six months, or 12 months thereafter as selected by the Designated Officials in an irrevocable notice given to the Registered Owner at least three Working Days prior to June 1, 2013; and

(ii) thereafter, for so long as the Third Amended and Extended 2010 Certificate bears interest at a rate based upon LIBOR, each period commencing

on the first day of the calendar month of the next succeeding Interest Period and ending one month, three months, six months or 12 months thereafter as selected by the Designated Officials in an irrevocable notice given to the Registered Owner at least three Working Days prior to the first day of the then next succeeding Interest Period;

provided, however, that if the Designated Officials shall fail to give notice as provided above, the Commission shall be deemed to have selected an Interest Period of one month; and

provided further, however, that whenever the Third Amended and Extended 2010 Certificate bears interest at a rate based upon LIBOR, the Commission may elect to convert the Third Amended and Extended 2010 Certificate to a fixed rate of interest (as set by mutual agreement of the Commission and the Registered Owner), without premium, penalty, or fee, for an Interest Period that commences on the first day of the calendar month of the next succeeding Interest Period and ends no later than May 1, 2016, all as may be approved by the Registered Owner and the Board of Commissioners by ordinance or resolution duly adopted at least 15 days prior to the last day of the then current Interest Period

where "LIBOR" means:

for any 1 month, 3 month, 6 month, or 12 month Interest Period (a) the LIBOR Index Rate for such Interest Period, if such rate is available, and (b) if the LIBOR Index Rate cannot be determined, the arithmetic average of the rates of interest per annum (rounded upwards, if necessary, to nearest 1/100 of 1%) at which deposits in U.S. dollars

in immediately available funds are offered to the Original Purchaser at 11:00 a.m. (London, England time) two Working Days before the beginning of such Interest Period by three or more major banks in the interbank eurodollar market selected by the Original Purchaser for a period equal to such Interest Period and in an amount equal or comparable to the principal amount of the Third Amended and Extended 2010 Certificate

where "LIBOR Index Rate" means:

for any 1 month, 3 month, 6 month, or 12 month Interest Period, the rate per annum (rounded upwards, if necessary, to the next higher one hundred-thousandth of a percentage point) for deposits in U.S. Dollars for a period equal to such Interest Period, which appears on the LIBOR01 Page as of 11:00 a.m. (London, England time) two Working Days before the commencement of such Interest Period

where "LIBOR01 Page" means: the display designated as "Reuters Screen LIBOR01 Page" (or such other page as may replace LIBOR01 Page on that service or such other service as may be nominated by the British Bankers' Association as the information vendor for the purpose of displaying British Bankers' Association Interest Settlement Rates for U.S. Dollar deposits)

where "1 month LIBOR" means: LIBOR for an "Interest Period" closest to one month

where "3 month LIBOR" means: LIBOR for an "Interest Period" closest to three months

where "6 month LIBOR" means: LIBOR for an "Interest Period" closest to six months

where "12 month LIBOR" means: LIBOR for an "Interest Period" closest to 12 months

where "Specified 6 month or 12 month LIBOR" means:

LIBOR for a one month, three month, six month, or 12 month Interest Period as specified in an irrevocable notice given by the Designated Officials at least three Working Days before the commencement of such Interest Period

where "Working Day" means: any day on which dealings in foreign currencies and exchange between banks may be carried on in London, England, and in New York, New York

This Third Amended and Extended 2010 Certificate is issued by the Commission for the purpose of providing funds to pay costs of the Purchase Program and Related Expenses, all as described and defined in the ordinances authorizing the Third Amended and Extended 2010 Certificate (collectively, the "*Third Amended and Extended 2010 Certificate Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Water Commission Act of 1985 and Division 135 of Article 11 of the Illinois Municipal Code, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended, and the other Omnibus Bond Acts of the State of Illinois ("*Applicable Law*"), and with the Third Amended and Extended 2010 Certificate Ordinance, being ordinance numbered O-8-10 which has been duly passed by the Board of Commissioners of the Commission on the 13<sup>th</sup> day of May 2010, as amended by Ordinance numbered O-8-11 which has been duly passed by the Board of Commissioners of the Commission on the 21<sup>st</sup> day of April 2011, as amended by Ordinance numbered O-7-12 which has been duly passed by the Board of Commissioners of the Commission on the 17<sup>th</sup> day of May 2012, and Ordinance No. O-

3-13 which has been duly passed by the Board of Commissioners of the Commission on the 16<sup>th</sup> day of May 2013 and signed by the Chairman, in all respects as by law required. This Third Amended and Extended 2010 Certificate has been issued in evidence of the indebtedness incurred pursuant to a certain Third Amended and Extended Installment Purchase Agreement (the "*Third Amended and Restated Agreement*"), dated as of the 1<sup>st</sup> day of June 2013. The Third Amended and Restated Agreement has been entered into by and between the Commission and its Commission Treasurer, as Seller-Nominee, and reference is hereby expressly made to same for further definitions and terms and to all the provisions of which the holder by the acceptance of this Third Amended and Extended 2010 Certificate assents.

This Third Amended and Extended 2010 Certificate is subject to provisions relating to registration and transfer; redemption and prepayment and notice and procedure for redemption and prepayment; and such other terms and provisions relating to security and payment as are set forth in the 2013 Ordinance; to which reference is hereby expressly made; and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject. Any redemption of this Third Amended and Extended 2010 Certificate may, by agreement of the Commission and the Registered Owner, be evidenced by notation on this Third Amended and Extended 2010 Certificate in lieu of execution and delivery of a new Third Amended and Extended 2010 Certificate.

The Commission and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Commission nor the Certificate Registrar shall be affected by any notice to the contrary.

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

[Here insert identifying number such as TID, SSN, or other]

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(Name and Address of Assignee)

the within Third Amended and Extended 2010 Certificate and does hereby irrevocably constitute and appoint

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as attorney to transfer the said Third Amended and Extended 2010 Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Third Amended and Extended 2010 Certificate in every particular, without alteration or enlargement or any change whatever.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Third Amended and Extended 2010 Certificate, including Applicable Law as defined herein, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the obligation to make payments due hereon are a lawful direct general obligation of the Commission payable from the corporate funds of the Commission and such other sources of payment as are otherwise lawfully available; that the total amount due under

the Third Amended and Restated Agreement, represented by the Third Amended and Extended 2010 Certificate, together with all other indebtedness of the Commission, is within all statutory and constitutional debt limitations. THE OWNER OF THIS THIRD AMENDED AND EXTENDED 2010 CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF AN AD VALOREM TAX ON PROPERTY OR ANY SEPARATE TAX IN ADDITION TO EXISTING TAXES OF THE COMMISSION OR FOR THE LEVY OF A SPECIAL TAX OF ANY KIND, WHETHER UNLIMITED OR LIMITED AS TO RATE OR AMOUNT, TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

This Third Amended and Extended 2010 Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, by its Board of Commissioners, has caused this Certificate to be executed by the manual or duly authorized facsimile signature of its Chairman and attested by the manual or duly authorized facsimile signature of its Commission Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

---

Chairman of the Board of  
Commissioners  
DuPage Water Commission, Counties  
of DuPage, Cook and Will, Illinois

ATTEST:

---

Commission Clerk  
DuPage Water Commission,  
Counties of DuPage, Cook and Will, Illinois

[SEAL]



Date of Authentication: June 1, 2013

CERTIFICATE OF AUTHENTICATION

This Certificate is the Third Amended and Extended Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois described in the within-mentioned Ordinance.

CLERK OF THE DUPAGE WATER COMMISSION  
as Certificate Registrar

Certificate Registrar and Paying Agent:

Clerk,  
DuPage Water Commission,  
Counties of DuPage, Cook and Will,  
Illinois

---

Signature

REDEMPTION TABLE

By making entry hereon, the undersigned certifies that it is the sole owner of this Third Amended and Extended 2010 Certificate, and that it has received payment for principal hereon on the dates and in the amounts indicated:

DATE	AMOUNT REDEEMED (\$)	SIGNATURE OF REGISTERED OWNER

*Section 12. Exchange of Certificates.* The Designated Officials and other officers of the Commission as shall be appropriate shall be and are hereby authorized and directed to proceed, without any further authorization or direction whatsoever from the Board of Commissioners, to select an initial Interest Period of one month, three months, six months, or 12 months and to exchange the Second Amended and Extended 2010 Certificate for the Third Amended and Extended 2010 Certificate evidencing the indebtedness incurred under the Third Amended and Restated Agreement in the amount of \$25,000,000, and the Designated Officials and any other officers of the Commission as shall be appropriate shall be and are hereby authorized and directed to approve or execute, or both, such closing documents as may be necessary, including, without limitation the offer to purchase the Third Amended and Extended 2010 Certificate as set forth and attached hereto as Exhibit A, their execution shall constitute full and complete approval of all terms as shall appear therein.

*Section 13. Funds.* Funds or accounts for the payment of the principal of and interest on the Third Amended and Extended 2010 Certificate and funds or accounts to be used to pay costs of the Purchase Program shall be as provided in Section 14 of the 2010 Ordinance.

*Section 14. Financial Disclosure and Covenants; Certain Indemnities.* The Commission makes the following covenants for the benefit of the Original Purchaser and the owner of the Third Amended and Extended 2010 Certificate:

A. Upon request of the Original Purchaser at any time, the Commission shall provide proof and verification of all current account balances held with any trustee for the benefit of the owners of any bonds or other obligations of the Commission.

B. The Commission shall obtain the approval of the Original Purchaser prior to issuing any new debt, whether in the form of bonds, notes, or other evidences of indebtedness, except (i) debt that may in the future be issued to refund or refinance, for debt service savings purposes, all or any portion of the indebtedness represented by the \$42,430,050 Water Revenue Refunding Bonds, Series 2013, of the Commission issued pursuant to Ordinance No. 0-15-12 adopted December 20, 2012, the Amended and Extended Taxable Debt Certificate, Series 2009, of the Commission originally issued in the amount of \$30,000,000 pursuant to Ordinance No. O-14-09 adopted December 10, 2009, as amended by Ordinance No. O-14-10 adopted December 9, 2010 and by Ordinance No. O-6-12 adopted May 17, 2012, the Amended and Extended Taxable Debt Certificate, Series 2010, of the Commission originally issued in the amount of \$40,000,000 pursuant to Ordinance No. O-8-10 adopted May 13, 2010, as amended by Ordinance No. O-8-11 adopted April 21, 2011, Ordinance No. O-7-12 adopted May 17, 2012 and by this Ordinance, and any other debt of the Commission that is currently outstanding or (ii) the first \$5,000,000 of new debt that may in the future be issued to fund other operations such as equipment financing leases. Accounts payable or accrued liabilities incurred in the ordinary course of business do not constitute debt within the meaning of this Subsection 14B.

C. The Commission shall make the certifications and provide the information set forth in paragraphs 2 and 3 under "Other Conditions" in the Purchase Contract.

D. To the fullest extent permitted by law, the Commission agrees to the indemnification of the Original Purchaser as set forth in the penultimate paragraph of the Purchase Contract.

*Section 15. Pertaining to the Certificate Registrar.* All of the covenants pertaining to the Certificate Registrar in Section 16 of the 2010 Ordinance are hereby continued and reaffirmed with respect to the Third Amended and Extended 2010 Certificate.

*Section 16. Defeasance.* The defeasance provisions of Section 17 of the 2010 Ordinance shall apply to the Third Amended and Extended 2010 Certificate.

*Section 17. Publication of Ordinance.* Under Applicable Law, this Ordinance need not be published.

*Section 18. Superseder and Effective Date.* All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded, and this Ordinance shall be in full force and effect upon its passage and approval as provided by law.

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNED: May 16, 2013

\_\_\_\_\_  
Chairman of the Board of Commissioners

Recorded In Commission Records: May 16, 2013.

ATTEST:

\_\_\_\_\_  
Commission Clerk

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK         )

**CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "*Commission*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Commission and of the Board of Commissioners (the "*Board of Commissioners*") thereof.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the "*Meeting*") of the Board of Commissioners held on the 16<sup>th</sup> day of May 2013 insofar as the same relates to the adoption of an ordinance, numbered O-3-13, and entitled:

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Further Amending the \$40,000,000 Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser

(the "*Ordinance*") a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the meeting.

I do further certify that the deliberations of the Board of Commissioners on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda for the Meeting (the "*Agenda*"), which Agenda contained a separate specific item concerning the proposed adoption of the Ordinance, was posted at the location

where the Meeting was held and at the principal office of the Board of Commissioners at least 48 hours in advance of the holding of the Meeting, **and a true, correct and complete copy of which Agenda is attached hereto**; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Water Commission Act of 1985, as amended, and that the Board of Commissioners has complied with all of the provisions of said Acts and with all of the procedural rules of the Board of Commissioners in the adoption of the Ordinance.

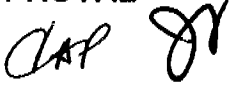
IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Commission this \_\_\_\_ day of May 2013.

---

Commission Clerk

[SEAL]

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Finance Committee	<b>ORIGINATING DEPARTMENT</b> Finance
<b>ITEM</b> A Resolution Authorizing the Redemption of the West Suburban Second Amended and Extended 2009 Debt Certificate and Authorizing and Directing the Use of General Account Balances for the Payment Thereof  Resolution No. R-16-13	<b>APPROVAL</b> 
Account Nos.: 01-1217  Resolution No. R-16-13 would authorize and direct the General Manager and the Clerk of the Commission to take all necessary actions on behalf of the Commission to accomplish the redemption and prepayment. The resolution would also authorize the use of up to \$3 MM of the May 31, 2013, balance in the "general" account of the Water Fund, for payment (including prepayment) of debt service on the West Suburban Certificate of Debt.	
<b>MOTION:</b> To adopt Resolution No. R-16-13.	



## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-16-13

A RESOLUTION AUTHORIZING THE REDEMPTION OF THE WEST SUBURBAN  
SECOND AMENDED AND EXTENDED 2009 DEBT CERTIFICATE AND AUTHORIZING  
AND DIRECTING THE USE OF GENERAL ACCOUNT BALANCES FOR THE  
PAYMENT THEREOF

WHEREAS, pursuant to Ordinance No. O-6-12 (the "Certificate Ordinance"), the DuPage Water Commission (the "Commission") has previously issued its Second Amended and Extended Taxable Debt Certificate, Series 2009 (the "2009 Certificate"), currently outstanding in the principal amount of \$3,000,000, to West Suburban Bank; and

WHEREAS, the Commission desires to redeem and prepay the 2009 Certificate; and

WHEREAS, by Ordinance No. O-15-12, the Commission authorized the issuance of certain revenue bonds and created several special funds of the Commission, including without limitation the "Water Fund" established by Section 501 of Ordinance No. O-15-12; and

WHEREAS, Ordinance No. O-15-12 created several accounts within the Water Fund, including without limitation the "General Account"; and

WHEREAS, the Commission desires to utilize funds from the General Account for the redemption and prepayment of the 2009 Certificate.

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 by this reference made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission as if fully set forth herein.

SECTION TWO: The 2009 Certificate is hereby called for redemption and prepayment, and shall be redeemed and prepaid on June 21, 2013. The redemption price shall be 100% of the remaining principal amount thereof (\$3,000,000), plus accrued interest to the redemption and prepayment date. The General Manager and the Clerk of the Commission shall and are hereby authorized and directed to take all necessary actions on behalf of the Commission to accomplish such redemption and prepayment, including, but not limited to the Clerk, as Certificate Registrar, giving notice of said redemption and prepayment to West Suburban Bank, in the manner required by the Certificate Ordinance. Upon redemption and prepayment of the 2009 Certificate, such Certificate shall be canceled and destroyed by the Certificate Registrar.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to apply sufficient funds from the balance in the General Account for the redemption and prepayment of the 2009 Certificate, notwithstanding any designation, restriction, or reservation contained in Resolution No. R-3-13, being "A Resolution Authorizing and Implementing a Reserve Fund Policy for the DuPage Water Commission."

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.


\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

DATE: May 9, 2013

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Administration Committee	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	A Resolution Releasing Certain Executive Session Meeting Minutes at the May 16, 2013, DuPage Water Commission Meeting  Resolution No. R-14-13	<b>APPROVAL</b>	
<p>Pursuant to the Illinois Open Meetings Act, the Board is required to periodically review its closed meeting minutes to determine if they are eligible for release to the public. Staff recommends that the minutes of the closed meetings of April 12, 2012 Special Finance Committee, April 19, 2012, May 17, 2012 Finance Committee, May 17, 2012, June 21, 2012, be released to the public because, in staff's view, they no longer contain information requiring confidential treatment (<b>see copies attached to Schedule B Memorandum in the Confidential/Executive Session envelope</b>). It is also staff's recommendation that the minutes of all of the other closed meetings of the Board that have not been previously released to public should not be released to the public because they continue to contain information requiring confidential treatment (<b>see copies attached to Schedule A Memorandum in the Confidential/Executive Session envelope</b>).</p>			
<b>MOTION:</b> To adopt Resolution No. R-14-13: A Resolution Releasing Certain Executive Session Meeting Minutes at the May 16, 2013, DuPage Water Commission Meeting			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-14-13

**A RESOLUTION RELEASING CERTAIN  
EXECUTIVE SESSION MEETING MINUTES AT THE  
MAY 16, 2013, DUPAGE WATER COMMISSION MEETING**

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

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

WHEREAS, on May 16, 2013, the Board of Commissioners of the DuPage Water Commission met to review the minutes of all such closed sessions that have not heretofore been made available for public inspection as required by Section 2.06(d) of the Act; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission determined that the need for confidentiality still exists as to the minutes of the closed session meetings set forth in Schedule A attached hereto and by this reference incorporated herein and made a part hereof; and

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

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

Resolution No. R-14-13

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**SCHEDULE A**

April 15, 2010

May 13, 2010

June 10, 2010  
First Session

July 14, 2010  
Special Meeting

August 12, 2010

Resolution No. R-14-13

**SCHEDULE B**

April 12, 2012  
Special Finance Committee

April 19, 2012

May 17, 2012  
Finance Committee



May 17, 2012

June 21, 2012



DATE: May 7, 2013

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Administration Committee	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission  Resolution No. R-15-13	<b>APPROVAL</b>  	
Account Number: N/A			
<p>Resolution No. R-15-13 is a Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission. This Resolution authorizes the General Manager to dispose of the assets listed on Exhibit A to the Resolution or, if already disposed of, ratifies and confirms their disposal because these assets are or were no longer useful to the Commission.</p> <p>The computer equipment is donated to ATEN – Assistive Technology Exchange Network A Program of United Cerebral Palsy of Greater Chicago, they refurbish and recycle donated computers and distributes them free of charge to children with disabilities.</p> <p style="text-align: center;">Assistive Technology Exchange Network 7550 W. 183<sup>rd</sup> Street Tinley Park, IL 60477 708-444-8460</p>			
<b>MOTION:</b> To adopt Resolution No. R-15-13			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-15-13

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

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

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

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

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

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

Resolution No. R-15-13

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk


Board\Resolutions\R-15-13.docx

## EXHIBIT A

Qty	DWC Inventory # and/or S/N	Description	Date Purchased	Cost
1	1294, 202676	Desktop PC, Ace P4 2GHz, 40GB, 500MB	02/05/02	\$1,130.00
1	1328, 2001063617	Desktop PC, Premio P4 3GHz, 40GB, 2.5GB	12/22/03	\$918.00
1	1329, 2001063618	Desktop PC, Premio P4 3GHz, 40GB, 2.5 GB	12/22/03	\$918.00
1	1330, 2001063616	Desktop PC, Premio P4 3GHz, No HD, 2 GB	12/22/03	\$918.00
1	1342, 2001058077	Desktop PC, Premio P4 3GHz, 80GB HD, 2.5GB	06/08/04	\$1,165.00
1	1343, 2041021401	Desktop PC, Premio P4 2GHz, 40GB, 500MB	06/23/04	\$675.00
1	1344, 2041021398	Desktop PC, Premio P4 2GHz, 40GB HD, 2.5GB	06/23/04	\$675.00
1	1345, 2041021396	Desktop PC, Premio P4 2GHz, 40GB HD, 2.5GB	06/23/04	\$675.00
1	1347, 2041021403	Desktop PC, Premio P4 3GHz, 80GB HD, 2.5GB	06/23/04	\$675.00
1	1372, WCCE5101440	Monitor, Princeton LCD19D	02/21/05	\$365.00
1	1374, ETL2302109502001 1EED51	Monitor, ACER AL19145MD	05/16/05	\$305.00
1	DP21HCGL700670 D	Monitor, Samsung 215TW	07/06	\$265.00
1	TVBG3601160	Monitor, Princeton VL1919	09/06	\$255.00
1	LXTH1060026510D B692500	Laptop PC, Acer Travelmate 3260 no HD, no RAM, no Battery, broken power connector	5/17/07	\$739.00
1	BD744F52504	Monitor, Planar PL1910M	11/14/02	\$229.00
1	63052159	DA402 Thermal label printer	Late 90's	?

DATE: May 1, 2013

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Operations																						
<b>ITEM</b>	<p>A Resolution Approving and Authorizing the Execution of a Master Agreements with the Attached List of Firms for Professional Engineering Services</p> <p>Resolution No. R-13-13</p>	<p><b>APPROVAL</b></p> 																							
<p>Account Nos: 01-60-6280 - 01-60-6290</p>																									
<p>As directed by the Board of Commissioners to engage additional Engineering firms and update existing contract provisions. Staff solicited Request for Qualifications for general engineering service. Requests were received until March 5, 2013. Of the thirty (30) firms that received the requests, nineteen (19) firms responded in the positive.</p>																									
<p>Resolution No. R-13-13 would authorize the General Manager to enter into master agreements with the firms listed below for professional engineering services in connection with various projects as they arise. These master agreements would allow the commission to obtain from time to time professional engineering services in connection with the design and construction of extensions and improvements to the waterworks system and other projects of the commission. These master agreements would allow for the ease of administration between the Commission and the selected consultant to work under pre-agreed upon terms, conditions, and rates for such discrete projects described in task orders to be approved by the commission and consultant.</p>																									
<table border="1"> <tr> <td>AECOM</td> <td>Harry O. Hefter</td> </tr> <tr> <td>Baxter &amp; Woodman</td> <td>Knight E/A</td> </tr> <tr> <td>Black &amp; Vetch</td> <td>LAN</td> </tr> <tr> <td>Burns &amp; McDonnell</td> <td>MWH Americas</td> </tr> <tr> <td>Carollo Engineers</td> <td>Patrick Engineering</td> </tr> <tr> <td>Christopher Burke</td> <td>Primera E/A</td> </tr> <tr> <td>Clark Dietz</td> <td>RJN Group</td> </tr> <tr> <td>Crawford Murphy &amp; Tilly</td> <td>Stanley Group</td> </tr> <tr> <td>Donohue &amp; Associates</td> <td>Strand</td> </tr> <tr> <td>Greely &amp; Hansen</td> <td>URS</td> </tr> <tr> <td>HDR</td> <td></td> </tr> </table>				AECOM	Harry O. Hefter	Baxter & Woodman	Knight E/A	Black & Vetch	LAN	Burns & McDonnell	MWH Americas	Carollo Engineers	Patrick Engineering	Christopher Burke	Primera E/A	Clark Dietz	RJN Group	Crawford Murphy & Tilly	Stanley Group	Donohue & Associates	Strand	Greely & Hansen	URS	HDR	
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<p><b>MOTION:</b> To adopt Resolution No. R-13-13.</p>																									

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-13-13

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A MASTER AGREEMENT WITH THE ATTACHED LIST OF  
FIRMS FOR PROFESSIONAL ENGINEERING SERVICES**

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

WHEREAS, the Commission desires to obtain from time to time, and the approved list of Engineering firms, desires to provide from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission; and

WHEREAS, for ease of administration, the Commission and Consultant desire to enter into a master contract setting forth the terms and conditions pursuant to which the Commission will obtain from time to time, and Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and Consultant; and

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: Master Agreements between the DuPage Water Commission and the approved list of Engineering firms for Professional Engineering Services, in

Resolution No. R-13-13

substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master Agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master Agreements shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master Agreements executed by approved list of Engineering firms.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-13-13.docx

EXHIBIT 1



**CONTRACT BETWEEN**  
**DuPAGE WATER COMMISSION**  
**AND**  
***[Name of Consultant]***  
**FOR**  
**GENERAL ENGINEERING SERVICES**  
**FOR THE DuPAGE WATER COMMISSION**

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**ATTACHMENT A – Supplemental Schedule of Contract Terms**

**ATTACHMENT B – Scope of Services**

**ATTACHMENT C – Submittal Schedule**

**ATTACHMENT D – Special Project Requirements**

**ATTACHMENT E – Typical Plans, Sections, Schedules, Notes and Details**

**CONTRACT BETWEEN**  
**DUPAGE WATER COMMISSION**  
**AND**  
***[Name of Consultant]***  
**FOR**  
**GENERAL ENGINEERING SERVICES**  
**FOR THE DUPAGE WATER COMMISSION**

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and ***[Name and address of Consultant], a [Form of Organization]*** ("Consultant"), make this Contract as of the [ ] day of ***[Month]***, 2013 and hereby agree as follows:

**ARTICLE I**  
**THE SERVICES**

**1.1 Performance of the Services**

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

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish the Project, as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B, the Submittal Requirements attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. **Approvals.** Procure and furnish all approvals and authorizations specified in Attachment A.
3. **Insurance.** Procure and furnish all certificates of insurance specified in this Contract.
4. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the recognized industry standards of professional practice and in full compliance with, and as required by or pursuant to, this Contract.

## **1.2 Commencement and Completion Dates**

Consultant shall commence the Services not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases with separate completion dates, the "Completion Dates" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

## **1.3 Required Submittals**

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment C or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services ("Required Submittals").

B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment C or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's reasonable opinion, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner's review and stamping of any Required Submittal shall not relieve Consultant of the responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract.

## **1.4 Review and Incorporation of Contract Provisions**

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

## **1.5 Financial and Technical Ability to Perform**

Consultant represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide,

perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

## **1.6 Time**

Consultant represents and warrants that it is ready, willing, able, and prepared to begin the Services on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

Notwithstanding any other provision of this Contract, Consultant, including the Consultant's subconsultants, if any, shall not be responsible for any delay, default, or nonperformance hereunder, if and to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in its sovereign capacity, or any other cause beyond the reasonable control of such party.

## **1.7 Consultant's Personnel and Subcontractors**

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

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

Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.

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

D. Safety. Consultant shall be responsible for providing and maintaining safe conditions for its employees at its workplace on or in the vicinity of Owner's facilities and appurtenances during performance of the Services. To the extent of protecting its employees, Consultant shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property. In addition:

1. It is expressly understood by the parties that Consultant's responsibility for safety conditions shall be strictly limited to its employees. It is expressly understood by the parties that Owner's responsibility for safety conditions shall be strictly limited to its employees.
2. Consultant is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Services, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; underground utility facilities requiring protection, support, or removal to safeguard employees; excavations requiring, among other things, safe means of egress and protection from cave-ins, fall-ins, hazardous atmospheres, hazardous substances, and other hazardous conditions; and confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. Consultant should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards, including

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

3. Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Services but, rather, such notice shall be construed to be, and interpreted as, exemplary only.
4. Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Owner's construction contractors. Nor shall Consultant be responsible for the supervision of Owner's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors, with respect to their construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on Owner's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of Owner. In no event shall Consultant be liable for the acts or omissions of Owner's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with Owner.



## **1.8 Owner's Responsibilities**

Owner shall, at its sole cost and expense and except as otherwise provided in Attachment D: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (i) except as provided in Article IV of this Contract provide, all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

## **1.9 Owner's Right to Terminate or Suspend Services for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate this Contract in the event of any suspension that exceeds a period of 90 days.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs,

including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## **ARTICLE II** **CHANGES AND DELAYS**

### **2.1 Changes**

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

### **2.2 Delays**

For any delay that may result from causes that could not be avoided or controlled by Consultant, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

### **2.3 No Constructive Change Orders**

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Unless Consultant submits such a request within ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement,

direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time and (2) to have waived all claims for additional compensation or an extension of time based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

**ARTICLE III**  
**CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES**

**3.1 Standard of Care**

A. Standard of Care. Consultant represents that the Services and all of its components shall be free from errors and omissions in design; shall conform to the requirements of this Contract; and shall be performed in accordance with recognized industry standards of professional practice, care, and diligence practiced by reputable consulting firms in performing services of a similar nature in existence at the time of performance of the Services for a similar type of owner operating similar facilities. The representation herein expressed shall be in addition to any other representations expressed in this Contract, or expressed or implied by applicable law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

C. Defective Services. Whenever the term "defective" is used in the this Contract, the term shall mean professional services that fail to conform to this Section 3.1 and/or any specific terms and requirements contained in this Contract.

**3.2 Corrections**

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

**3.3 Risk of Loss**

Consultant shall be responsible for damages to property or persons as a result of Consultant's negligent errors or omissions, negligent acts, or failure to meet the

requirements of this Contract and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a direct result of any such negligent errors or omissions, negligent acts, or failure to meet the requirements of this Contract. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

#### **ARTICLE IV FINANCIAL ASSURANCES**

##### **4.1 Insurance**

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A in a form acceptable to Owner and evidencing insurance coverages from companies with a general rating of A minus or better, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Consultant. Consultant shall notify Owner of any substantial changes or modification in such coverage within 30 days after Consultant becomes aware of same. Consultant shall immediately pass any such notice to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet the requirements of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverages and limits set forth in Attachment A.

##### **4.2 Indemnification**

Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, to the extent caused by any negligent act, error, or omission in Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of Owner.

#### **ARTICLE V PAYMENT**

##### **5.1 Contract Price**

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or

amounts set forth in Attachment A ("Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

## **5.2 Taxes, Benefits and Royalties**

The Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## **5.3 Progress Payments**

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

## **5.4 Final Acceptance and Final Payment**

The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 30 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. As soon as practicable after final acceptance, Owner

shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the payment for Services or a particular phase of Services, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services, as the case may be.

## **5.5 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, nonconforming or incomplete, or contain errors; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit unless bonded over by Consultant or unless such liens were a result of Owner's failure to comply with its payment obligations in this Contract; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Contract; or (8) the cost to Owner, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure or start to cure with due diligence such matter within ten business days after receipt of such written notice.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. If such matter is not cured or if efforts to cure with due diligence are not started by Consultant within ten business days after receipt of written notice from Owner as provided herein, Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and reasonable administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

**5.6 Accounting**

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

**ARTICLE VI  
REMEDIES**

**6.1 Owner's Remedies**

If it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Consultant's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure or begin to cure with due diligence any such Event of Default within ten business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, nonconforming or incomplete, or contain errors; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into compliance with this Contract.
2. Owner may accept the Services that are defective, nonconforming, incomplete, or dilatory, or contain errors, or part thereof, and make an equitable reduction in the Contract Price.
3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant, any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

5. Owner may recover direct damages suffered by Owner.

## **6.2 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Consultant's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

## **ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **7.1 Binding Effect**

This Contract shall be binding upon Owner and Consultant and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

### **7.2 Relationship of the Parties**

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

### **7.3 No Collusion/Prohibited Interests**

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.



Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

#### **7.4 Assignment**

Consultant shall not (1) assign this Contract in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval shall not be unreasonably withheld; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

#### **7.5 Confidential Information**

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services. Confidential information shall not include any information of Owner that is required by law to be disclosed to any governmental agency, provided that before making such disclosure, Consultant shall give Owner a written notice and an opportunity to object to the disclosure or take action to assure confidential handling of the information.

#### **7.6 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any Services which are defective, nonconforming or incomplete, or contain errors, nor operate to waive or otherwise diminish the effect of any warranty or

representation made by Consultant; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

**7.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Consultant shall be made or be valid against Owner.

**7.8 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: **[TBD]**

Notices and communications to Consultant shall be addressed to, and delivered at, the following address:

**[NAME OF CONSULTANT]**  
**[ADDRESS OF CONSULTANT]**

\_\_\_\_\_  
\_\_\_\_\_

Attention: **[CONSULTANT'S CONTRACT SUPERVISOR]**

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

### **7.9 Governing Laws**

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

### **7.10 Changes in Laws**

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

### **7.11 Compliance with Laws and Grants**

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

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

### **7.12 Documents**

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall, upon payment to Consultant of all amounts due under this Contract, be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services; provided, however, that any use thereof by Owner for purposes other than specifically anticipated in Consultant's scope of Services shall be at Owner's sole risk and cost. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Unless Owner shall consent in writing to the earlier destruction

of the Documents, Consultant shall maintain files of all Documents for a period of five years after termination of this Contract. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for five years after termination of this Contract.

Nothing in this paragraph shall constitute or be constructed to be any representation by the Consultant that the work product is suitable in any way for any other project except the one detailed in this agreement. Any reuse by the Owner shall be at the Owners sole risk and without liability or legal exposure to Consultant.

**7.13 Time**

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

**7.14 Severability**

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

**7.15 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefor.

**7.16 Amendments**

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

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

Attest/Witness:

**DUPAGE WATER COMMISSION**

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

By: \_\_\_\_\_  
General Manager

Attest/Witness:

**[NAME OF CONSULTANT]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTACHMENT A

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

1. **Project:**

***[INSERT NAME OF PROJECT]***

2. **Approvals and Authorizations:**

***[INSERT ANY REQUIRED BY THE PROJECT]***

3. **Commencement Date:**

***[INSERT THE DATE OF EXECUTION OF THE CONTRACT BY OWNER]***

4. **Completion Date:**

**To be agreed upon before contract execution:**

A. **Task 1:** \_\_\_\_ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. **Task 2:** \_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

C. **Task 3:** \_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

5. **Insurance Coverages:**

A. **Worker's Compensation and Employer's Liability** with limits not less than:

(1) **Worker's Compensation:** Statutory;

(2) **Employer's Liability:**

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois and provide a waiver of subrogation in favor of Owner. By entering into this agreement, the parties

acknowledge that this limitation of liability clause has been reviewed, understood, is a material part of this agreement, and each party has had the opportunity to seek legal advice regarding this provision.”

- B. Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

- C. Commercial General Liability with coverage written on an “occurrence” basis and with limits no less than:

- (1) Each Occurrence: \$1,000,000
- (2) General Aggregate: \$2,000,000
- (3) Completed Operations Aggregate: \$2,000,000
- (4) Personal Injury: \$1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability

- D. Professional Liability Insurance. With a limit of liability of not less than \$2,000,000 per claim and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of Consultant's negligent acts, errors, and omissions under the Contract. Such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a three year period from and after Final Payment.

- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial Motor Vehicle Liability

Commercial General Liability

Each such additional Insured endorsement shall identify Owner as follows:  
The DuPage Water Commission, including its Board members and elected and appointed officials, its officers, employees, named agents, including Owner's attorneys and representatives, as related to Consultant's Services under the Contract.

6. **Contract Price:**

**SCHEDULE OF PRICES**

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times a factor of ~~[X.XX]~~ for all Services for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
<b>Task 1</b>	<b>\$ TDB</b>
<b>Task 2</b>	<b>\$ TDB</b>
<b>Task 3</b>	<b>\$ TDB</b>

7. **Payments:**

For purposes of payments to Consultant, the value of the Services shall be determined as follows:

Direct Labor Costs shall mean actual wages paid to those members of staff who are classified as officers, engineers, technicians, draftsmen, and field party personnel engaged directly on the Project plus state and federal taxes, social security, employment and retirement benefits as defined in the American Society of Civil Engineers (ASCE) Manual No. 45.

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



ATTACHMENT B

**SCOPE OF SERVICES**

***[INSERT DESCRIPTION OF SERVICES]***

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in the Project. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under the Contract. Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing.

1. Basic Services.

***[INSERT LIST OF TASKS ASSOCIATED WITH PROJECT]***

- a. Task 1
- b. Task 2
- c. Task 3

ATTACHMENT C

**SUBMITTAL SCHEDULE**

Submittal:

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Due Date:

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ATTACHMENT D

**SPECIAL PROJECT REQUIREMENTS**

1. Key Project Personnel:

Name:

Telephone:

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2. Security:

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

B. Background Investigations. Consultant personnel, including subcontractor personnel that will require access to Owner's facilities or that will be engaged to perform the Services shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:

- a. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
- b. Education History
- c. Military Service
- d. Character and Reputation References

e. Verification of Identity

f. Fingerprints

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

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

3. Facility Locations and Testing Results and Analysis:

Information as to the location of Owner's existing facilities and test results and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed.

ATTACHMENT E

**TYPICAL PLANS, SECTIONS, SCHEDULES, NOTES AND DETAILS**



# DuPage Water Commission

## MEMORANDUM

TO: John Spatz, General Manager *JS*

FROM: Cheryl Peterson, Financial Administrator

DATE: May 8, 2013

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the May 16, 2013 Commission meeting:

April 9, 2013 to May 7, 2013 A/P Report	\$5,997,215.60
Accrued and estimated payments required before May Commission meeting	<u>805,040.00</u>
Total	<u>\$6,802,255.60</u>

cc: Chairman and Commissioners

**DUPAGE WATER COMMISSION**  
**ITEMS TO BE PAID BY 6-20-13**  
**Board Meeting Date: May 16, 2013**

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
40,000.00	Blue Cross Blue Shield - Health Insurance			
4,500.00	Euclid Managers - Dental Insurance			
8,000.00	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			
2,000.00	Nextel - Cell Phone Charges			
1,000.00	Fed - Ex - Postage/Delivery			
8,000.00	Business Card Charges			
1,000.00	Home Depot - Maintenance Supplies			
500.00	Waste Management - Disposal Services			
1,500.00	Konica Minolta - Copy and Lease Charges			
2,000.00	Grainger - Supplies for Operations			
1,600.00	Grainger - Meter Station Supplies			
270.00	Grainger - Safety Supplies			
500.00	Verizon Wireless - iPad Access Fee			
1,000.00	Baker Tilly			
1,250.00	Douglas Ellsworth			
120.00	Anderson Pest Solutions - Pest Control			
125.00	Automatic Control Services - Processor Service			
125.00	Bridge Point - Hosting Services			
220.00	Cintas - First Aid Supplies			
2,500.00	Convergint Tech - Fire Alarm Testing			
220.00	Daily Herald/Paddock - Legal Notice			
240.00	Hach - Chemical Delivery			
1,700.00	Hach Company - Maintenance Supplies			
500.00	HD Supply Waterworks - Pipeline Supplies			
30.00	Illinois Municipal League - Subscription			
4,100.00	LAI Ltd. - Maintenance Supplies			

DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 6-20-13  
Board Meeting Date: May 16, 2013

25.00 Local 399 - Brazing Seminar  
250.00 MapLogic - Software Maintenance  
2,600.00 Murphy & Miller - HVAC Inspection  
600.00 Red Wing Shoe Store - Safety Boots  
17,400.00 SIKICH - IT Services  
550.00 Speciality Matt - Carpet Cleaning  
9,000.00 SwansonFlo - Meter Station  
1,100.00 United Rentals - Wheel Kit  
2,600.00 Westchester Lock & Key - Master Key  
65,865.00 Neri Construction - Completion of TS-8  
100,000.00 Neri Construction - TOB 7-12

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805,040.00



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

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	-DISTRIBUTION-
	BANK		POST DT	DISC DT	CHECK#			BALANCE	
-----									
01-1786		ABC COMMERCIAL MAINTENANCE							
	INV	2023-26	2/28/13	2/28/13		N	JANITORIAL SVC: FEB 2013	2,115.00	
	OPER		4/30/13				PO: 15328	2,115.00	
						01	-60-6290      JANITORIAL SVC: FEB 2013		2,115.00
	INV	2023-27	3/31/13	3/31/13		N	JANITORIAL SVC: MARCH 2013	1,480.00	
	OPER		4/30/13				PO: 15328	1,480.00	
						01	-60-6290      JANITORIAL SVC: MARCH 2013		1,480.00
===== TOTALS:    GROSS:            3,595.00    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            3,595.00    =====									
01-1595		ARGUS-HAZCO							
	INV	06004034	10/29/12	11/28/12		N	REGULATOR LATCH	11.60	
	OPER		4/17/13				PO: 15277	11.60	
						01	-60-6627      REGULATOR LATCH		11.60
===== TOTALS:    GROSS:            11.60    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            11.60    =====									
01-1393		AT&T LONG DISTANCE							
	INV	201305073980	4/26/13	6/10/13		N	LONG DISTANCE SVC: 3/25-4/24/1	367.46	
	OPER		4/30/13				PO:	367.46	
						01	-60-6514.01      LONG DISTANCE SVC: 3/25-4/24/1		367.46
===== TOTALS:    GROSS:            367.46    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            367.46    =====									
01-1692		BRIDGEPOINT TECHNOLOGIES							
	INV	19828	4/24/13	4/24/13		N	SUPPORT SERVICES FOR SERVER	187.50	
	OPER		4/30/13				PO: 15275	187.50	
						01	-60-6280      SUPPORT SERVICES FOR SERVER		187.50
===== TOTALS:    GROSS:            187.50    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            187.50    =====									
01-1134		CITY OF CHICAGO DEPARTMENT							
	INV	201304173953	5/18/12	5/18/12		N	LEX PUMP STN LABOR: APRIL 2012	32,026.12	
	OPER		4/17/13				PO: 15272	32,026.12	
						01	-60-6611.03      LEX PUMP STN LABOR: APRIL 2012		32,026.12
===== TOTALS:    GROSS:            32,026.12    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            32,026.12    =====									
01-1135		CITY OF CHICAGO SUPERINTEN							
	INV	201305033972	4/30/13	4/30/13		N	WATER BILLING: APRIL 2013	5,867,748.04	
	OPER		4/30/13				PO: 15334	5,867,748.04	

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

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

01-1135 CITY OF CHICAGO SUPERINTEN\*\* CONTINUED \*\*

						01	-60-6611.01	WATER BILLING: APRIL 2013	5,867,748.04
--	--	--	--	--	--	----	-------------	---------------------------	--------------

\*\*\*\*\* TOTALS: GROSS: 5,867,748.04 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,867,748.04 \*\*\*\*\*

01-1179 CHICAGO TRIBUNE

INV	0431368		4/22/13	5/07/13		N	CLASSIFIED LISTING	3,744.00	
OPER			4/30/13				PO:	3,744.00	
						01	-60-6258	CLASSIFIED LISTING	3,744.00

\*\*\*\*\* TOTALS: GROSS: 3,744.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,744.00 \*\*\*\*\*

01-1569 EDWARD COUGHLIN

INV	201304103939		4/10/13	4/10/13		Y	SECURITY: 3/14/13	100.00	
OPER			4/10/13				PO: 15264	100.00	
						01	-60-6591	SECURITY: 3/14/13	100.00

INV	201305033973		4/29/13	4/29/13		Y	SECURITY: 4/18/13	75.00	
OPER			4/30/13				PO: 15348	75.00	
						01	-60-6191	SECURITY: 4/18/13	75.00

\*\*\*\*\* TOTALS: GROSS: 175.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 175.00 \*\*\*\*\*

01-1654 ELECSYS CORPORATION

INV	114161		4/21/13	4/21/13		N	DEFAULT CP GRP MSGS: APRIL 13	135.00	
OPER			4/30/13				PO: 15344	135.00	
						01	-60-6514.02	DEFAULT CP GRP MSGS: APRIL 13	135.00

\*\*\*\*\* TOTALS: GROSS: 135.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 135.00 \*\*\*\*\*

01-1140 CITY OF ELMHURST

INV	201305033969		4/12/13	4/12/13		N	WIRELESS RADIO: MAINT&MONITOR	255.00	
OPER			4/30/13				PO: 15289	255.00	
						01	-60-6560	WIRELESS RADIO: MAINT&MONITOR	255.00

\*\*\*\*\* TOTALS: GROSS: 255.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 255.00 \*\*\*\*\*

01-1683 EMERSON NETWORK POWER

INV	SI4042918		4/19/13	4/19/13		N	REPLACE UPS BAT IN GEN FAC	7,451.00	
OPER			4/30/13				PO: 15030	7,451.00	
						01	-60-6560	REPLACE UPS BAT IN GEN FAC	7,451.00

\*\*\*\*\* TOTALS: GROSS: 7,451.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 7,451.00 \*\*\*\*\*

01-1420 FASTENAL COMPANY

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

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

01-1420    FASTENAL COMPANY                    \*\* CONTINUED \*\*

INV	ILELM11798	4/12/13	5/15/13	N	METER STN SUPPLIES	119.60	
	OPER	4/30/13			PO: 15263	119.60	
				01	-60-6521            METER STN SUPPLIES		119.60

===== TOTALS:    GROSS:            119.60    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            119.60    =====

01-1570    FIVE STAR SAFETY EQUIPMENT

INV	2449039	4/24/13	5/24/13	N	METER STATION SUPPLIES	280.00	
	OPER	4/30/13			PO: 15292	280.00	
				01	-60-6627            METER STATION SUPPLIES		280.00

INV	2449040	5/24/13	6/23/13	N	FIVE STAR SAFETY EQUIPMENT, IN	350.00	
	OPER	4/30/13			PO: 15257	350.00	
				01	-60-6627            FIVE STAR SAFETY EQUIPMENT, IN		350.00

INV	2449081	4/26/13	5/26/13	N	PIPELINE SUPPLIES	650.00	
	OPER	4/30/13			PO: 15257	650.00	
				01	-60-6627            PIPELINE SUPPLIES		650.00

===== TOTALS:    GROSS:            1,280.00    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            1,280.00    =====

01-1052    AJ GALLAGHER RISK MGMT SVC

INV	682001	4/12/13	4/12/13	N	PUBLIC OFFICIALS BOND	1,300.00	
	OPER	4/17/13			PO:	1,300.00	
				01	-1551                PUBLIC OFFICIALS BOND		1,300.00

===== TOTALS:    GROSS:            1,300.00    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            1,300.00    =====

01-1166    GLENBARD ELECTRIC SUPPLY,

INV	1122409-5001	4/19/13	5/19/13	N	METER STATION SUPPLIES	717.34	
	OPER	4/30/13			PO:	717.34	
				01	-60-6633            METER STATION SUPPLIES		717.34

===== TOTALS:    GROSS:            717.34    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            717.34    =====

01-1892    GORSKI & GOOD, LLP

INV	201305033974	4/30/13	4/30/13	Y	ATTORNEY FEES: APRIL 2013	8,160.00	
	OPER	4/30/13			PO: 15341	8,160.00	
				01	-60-6251            ATTORNEY FEES: APRIL 2013		8,160.00

===== TOTALS:    GROSS:            8,160.00    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            8,160.00    =====

01-1055    GRAINGER

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

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	-DISTRIBUTION-				
	BANK		POST DT	DISC DT	CHECK#			BALANCE					
-----													
01-1055	GRAINGER		** CONTINUED **										
	INV	9126426618	4/25/13	5/25/13		N	PIPELINE SUPPLIES	1,085.35					
	OPER		4/30/13				PO: 15307	1,085.35					
							01 -60-6641 PIPELINE SUPPLIES		529.65				
							01 -60-6640 PIPELINE SUPPLIES		555.70				
	INV	9128348506	4/29/13	5/29/13		N	PIPELINE SUPPLIES	124.07					
	OPER		4/30/13				PO: 15307	124.07					
							01 -60-6637 PIPELINE SUPPLIES		124.07				
	INV	9129408796	4/30/13	5/30/13		N	SAFETY SUPPLIES	140.40					
	OPER		4/30/13				PO: 60-6627	140.40					
							01 -60-6560 SAFETY SUPPLIES		140.40				
	INV	9131724743	4/30/13	5/30/13		N	METER STATION SUPPLIES	192.12					
	OPER		4/30/13				PO: 15269	192.12					
							01 -60-6633 METER STATION SUPPLIES		192.12				
=====													
TOTALS:	GROSS:		1,541.94	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,541.94	=====
-----													
01-1057	HSQ TECHNOLOGY												
	INV	05-2807/12023	4/23/13	5/23/13		N	RTU W/NEMA	9,080.00					
	OPER		4/30/13				PO: 15260	9,080.00					
							01 -2612.09 RTU W/NEMA		9,080.00				
=====													
TOTALS:	GROSS:		9,080.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	9,080.00	=====
-----													
01-1152	INSIGHT PUBLIC SECTOR												
	INV	1100310437	4/19/13	5/19/13		N	METER STATION SUPPLIES	73.39					
	OPER		4/30/13				PO: 15280	73.39					
							01 -60-6590 METER STATION SUPPLIES		73.39				
	INV	1100311320	4/25/13	5/25/13		N	METER STATION SUPPLIES	80.36					
	OPER		4/30/13				PO: 15280	80.36					
							01 -60-6590 METER STATION SUPPLIES		80.36				
	INV	1100311876	4/29/13	5/29/13		N	DEFENSE THREAT MANAGEMENT 3 YR	2,906.50					
	OPER		4/30/13				PO: 15309	2,906.50					
							01 -60-6590 DEFENSE THREAT MANAGEMENT 3 YR		2,906.50				
=====													
TOTALS:	GROSS:		3,060.25	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	3,060.25	=====
-----													
01-1729	INTERMOVEN												
	INV	82876	4/11/13	4/11/13		Y	DOC MGMT SOFT LSC RENEWAL	9,128.34					
	OPER		4/30/13				PO: 15299	9,128.34					



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

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-			
		BANK	POST DT	DISC DT	CHECK#					BALANCE				
01-1059		RED WING SHOE STORE	** CONTINUED **											
	CM	450000005973	4/30/13	4/30/13		N		SAFETY SHOE EXCHANGE		38.00CR				
	OPER		4/30/13					PO: 15283		38.00CR				
						01	-60-6626	SAFETY SHOE EXCHANGE			38.00CR			
	INV	450000005973	4/24/13	5/24/13		N		SAFETY SHOES		690.00				
	OPER		4/30/13					PO: 15283-86		690.00				
						01	-60-6626	SAFETY SHOES			690.00			
	INV	450000005987	4/26/13	5/26/13		N		SAFETY SHOES: GILLESPIE		200.00				
	OPER		4/30/13					PO: 15308		200.00				
						01	-60-6626	SAFETY SHOES: GILLESPIE			200.00			
===== TOTALS: GROSS:			852.00	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	852.00	=====
01-1679		REED & ASSOCIATES LTD.												
	INV	2813	4/30/13	4/30/13		N		TECHNICAL WRITING SERVICES		1,185.00				
	OPER		4/30/13					PO: 14821		1,185.00				
						01	-60-6280	TECHNICAL WRITING SERVICES			1,185.00			
===== TOTALS: GROSS:			1,185.00	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,185.00	=====
01-1946		ROSEMOUNT INC.												
	INV	70404442	4/29/13	4/29/13		N		PRESSURE TRANSMITTER		3,767.04				
	OPER		4/30/13					PO: 15259		3,767.04				
						01	-2612.09	PRESSURE TRANSMITTER			3,767.04			
===== TOTALS: GROSS:			3,767.04	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	3,767.04	=====
01-1903		ROWELL CHEMICAL CORPORATIO												
	INV	1220406	4/30/13	4/30/13		N		SODIUM HYPOCHLORITE		2,229.87				
	OPER		4/30/13					PO: 15330		2,229.87				
						01	-60-6613	SODIUM HYPOCHLORITE			2,229.87			
===== TOTALS: GROSS:			2,229.87	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,229.87	=====
01-1919		SCHWEITZER ENGINEERING LAB												
	INV	36516-512342	4/25/13	4/25/13		N		MAINTENANCE SUPPLIES		984.94				
	OPER		4/30/13					PO: 15256		984.94				
						01	-60-6560	MAINTENANCE SUPPLIES			984.94			
===== TOTALS: GROSS:			984.94	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	984.94	=====
01-1302		SIR SPEEDY												



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

T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	5,997,215.60	0.00	5,997,215.60
<b>** TOTALS **</b>	<b>5,997,215.60</b>	<b>0.00</b>	<b>5,997,215.60</b>



O P E N   I T E M   R E P O R T

D E T A I L

\*\* PRE-PAID INVOICES \*\*

P R E P A I D   T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	0.00	0.00	0.00

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

R E P O R T   T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	5,997,215.60	0.00	5,997,215.60
VOIDED ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>5,997,215.60</b>	<b>0.00</b>	<b>5,997,215.60</b>

U N P A I D   R E C A P

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	5,997,253.60
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	38.00-
<b>** UNPAID TOTALS **</b>	<b>5,997,215.60</b>

\*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 1551	PREPAID INSURANCE	1,300.00
01 2612.09	CNST DEP - YORK METER STATION	12,910.20
01 60-6191	OTHER PERSONNEL COSTS	75.00
01 60-6251	LEGAL SERVICES- GENERAL	8,160.00
01 60-6258	LEGAL NOTICES	3,744.00
01 60-6280	CONSULTING SERVICES	1,372.50
01 60-6290	CONTRACTUAL SERVICES	3,595.00
01 60-6514.01	TELEPHONE	367.46
01 60-6514.02	CELL PHONE & CORR. TELEMETRY	1,103.85
01 60-6521	OFFICE SUPPLIES	119.60
01 60-6531	PRINTING- GENERAL	372.13
01 60-6560	REPAIRS & MAINT- BLDGS & GRN	8,831.34
01 60-6590	COMPUTER/SOFTWARE MAINTENANCE	12,188.59
01 60-6591	OTHER ADMINISTRATIVE EXPENSE	100.00
01 60-6611.01	WATER BILLING	5,867,748.04
01 60-6611.03	OPERATIONS & MAINTENANCE	32,026.12
01 60-6613	WATER CHEMICALS	2,229.87
01 60-6621	PUMPING SERVICES	18,275.00

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

\*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 60-6624	SCADA / INSTRUMENTATION	104.46
01 60-6626	UNIFORMS	852.00
01 60-6627	SAFETY	1,291.60
01 60-6633	REMOTE FACILITIES MAINTENANCE	909.46
01 60-6634	PLAN REVIEW- PIPELINE CONFLI	15,578.32
01 60-6637	PIPELINE SUPPLIES	124.07
01 60-6640	MACHINERY & EQUIP- NON CAP	555.70
01 60-6641	REPAIRS & MAINT- VEHICLES	599.88
01 60-6642	FUEL- VEHICLES	2,681.41
	** FUND TOTAL **	5,997,215.60

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\*\* TOTAL \*\* 5,997,215.60

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

\*DEPARTMENT TOTALS\*

DEPARTMENT	DEPARTMENT NAME	AMOUNT
01	NON-DEPARTMENTAL	14,210.20
01 60	ADMINISTRATION	5,983,005.40
	** FUND TOTAL **	5,997,215.60
-----		
	** TOTAL **	5,997,215.60

0 ERRORS

0 WARNINGS

SELECTION CRITERIA

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

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

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PRINT OPTIONS:

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

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DATE SELECTION:

PAYMENT DATE: 0/00/0000 THRU 99/99/9999  
 ITEM DATE: 0/00/0000 THRU 99/99/9999  
 POSTING DATE: 4/03/2013 THRU 5/07/2013

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# DuPage Water Commission

## MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz  
General Manager

DATE: May 9, 2013

SUBJECT: April 2013 Invoice

I reviewed the Gorski & Good, LLP April 2013 invoice for services rendered during the period April 2, 2013 – April 29, 2013, and recommend it for approval. This invoice should be placed on the May 16, 2013, Commission meeting accounts payable.

April 2013  
Gorski & Good

CATEGORY	<u>FEEs</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS &amp; PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$8,160.00	40.80	\$200.00	Gorski (21.1 @ \$200/hr.); Good (9.3 @ \$200/hr.) Jones (10.4 @ \$200/hr.)	various (review of board packet material, agreements, contracts, debt certificate documents, property transfer at the Lexington Pumping Station, and attend commission meeting)
Misc.	<u>\$8,160.00</u>	<u>40.80</u>	<u>\$200.00</u>		