



DuPage Water Commission

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

AGENDA

DUPAGE WATER COMMISSION

THURSDAY, FEBRUARY 15, 2018
6:30 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

I. Call to Order and Pledge of Allegiance

II. Roll Call

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

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

IV. Approval of Minutes

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

RECOMMENDED MOTION: To approve the Minutes of the January 18, 2018 Special Committee of the Whole Meeting and the January 18, 2018 Regular Meeting of the DuPage Water Commission (Voice Vote).

V. Treasurer's Report – January 2018

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

RECOMMENDED MOTION: To accept the January 2018 Treasurer's Report (Voice Vote).

VI. Committee Reports

A. Finance Committee

1. Report of 2/15/18 Finance Committee

2. Request For Board Action: To approve the Renewal of Financial Services Contract between the DuPage Water Commission and Baker Tilly Virchow Krause, LLP for a two year period **(in an amount up to \$120,000.00 per year).**

(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.

RECOMMENDED MOTION: To approve the Renewal of Financial Services Contract between the DuPage Water Commission and Baker Tilly Virchow Krause, LLP for a two year period (in an amount up to \$120,000.00 per year) (Roll Call).

3. Actions on Other Items Listed on 2/15/18 Finance Committee Agenda

B. Administration Committee

1. Report of 2/15/18 Administration Committee

2. Actions on Other Items Listed on 2/15/18 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 2/15/18 Engineering & Construction Committee

2. Resolution No. R-4-18: A Resolution Approving an Ratifying Certain Task Orders Under a Master Contract with AECOM Technical Services, Inc. at the February 15, 2018 DuPage Water Commission Meeting **(AECOM at an estimated amount of \$4,950.00)**

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

3. Resolution No. R-5-18: A Resolution Approving and Authorizing the Execution of a New Electrical Supply Agreement Extension **(Constellation New Energy – 2 year contract for a total electrical cost of 3.268 cents per kWh)**

(TO APPROVE: Concurrence of a Majority of the Appointed Commissioners-7)

4. Resolution No. R-7-18: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Strand Associates at the February 15, 2018 DuPage Water Commission Meeting **(Development of a SCADA RFP not-to-exceed \$7,000.00)**

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

5. Request for Board Action: To Authorize Approval of Requisition No. 51583 to Morrow Brothers Ford for the Purchase of one Ford F-150 XL Super Cab Pickup Truck **in the amount of \$28,310.00 (State of Illinois Government Contract with Morrow Brothers Ford)**

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

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

6. Actions on Other Items Listed on 2/15/18 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 \$8,637,193.69 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 \$823,925.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

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

XI. Old Business

XII. New Business

XIII. Executive Session

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

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

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

XIV. Adjournment

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

**MINUTES OF A SPECIAL COMMITTEE OF THE WHOLE
MEETING OF THE DUPAGE WATER COMMISSION
HELD ON THURSDAY, JANUARY 18, 2018
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 6:02 P.M.

Commissioners in attendance: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, D. Novotny, R. Obarski, J. Pruy, D. Russo, F. Saverino, M. Scheck, P. Suess, and J. Zay

Commissioners Absent: None

Also in attendance: Treasurer W. Fates, J. Spatz, C. Johnson, C. Peterson, P. Luetkehans of Schirott, Luetkehans & Garner, LLC, and Cara Perrone and Linda McGee of Reach HR Consulting

HARASSMENT FREE WORKPLACE TRAINING

Chairman Zay began by introducing Cara Perrone and Linda McGee of Reach HR Consulting and asked them to begin the training.

Ms. McGee began with a brief summary of their background experience in Human Resource matters and then distributed a copy of their presentation which included the following agenda items:

- a multiple-choice pretest for all Commissioners to read, understand and complete
- sexual harassment - hostile work environment and quid pro quo
- protection from retaliation
- harassment based on protected categories
- a review of the Commission's policies and internal procedures, as well as, the responsibilities of a Commissioner.

After the Commissioners completed their multiple-choice pretest, Ms. Perrone began reviewing the rest of the agenda items including the steps, as a Commissioner, that are to be followed should an employee contact them with a complaint of a sexual nature. Ms. McGee reviewed the seriousness of any retaliation, gave specific examples of what is considered retaliation, and stressed that any form of it is illegal.

General Manager Spatz clarified that should any Commissioner be contacted by an employee for anything other than a sexually related matter, that employee should be redirected to his/her supervisor, their union representative, or a Commission manager to be addressed accordingly.

With no further discussion, Commissioner Broda moved to adjourn the meeting at 6:38 P.M. Seconded by Commissioner Scheck and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**MINUTES OF A SCHEDULED MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, JANUARY 18, 2018
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 6:39 P.M.

Commissioners in attendance: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, D. Novotny, R. Obarski, J. Pruy, D. Russo, F. Saverino, M. Scheck, P. Suess, and J. Zay

Commissioners Absent: None

Also in attendance: Treasurer W. Fates, J. Spatz, C. Johnson, C. Peterson, T. McGhee, M. Weed, J. Schori, R.C. Bostick, E. Kazmierczak, F. Frelka, J. Rodriguez, P. Luetkehans of Schirott, Luetkehans & Garner, LLC

PUBLIC COMMENT

None

APPROVAL OF MINUTES

Commissioner Obarski moved to approve the Minutes of the December 14, 2017 Rescheduled Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Pruy and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Fates presented the December 2017 Treasurer's Report consisting of 12 pages, noting that pages 1, 2 and 3 contained a brief summary of the report.

Treasurer Fates pointed out the \$171.6 million of cash and investments on page 4, which reflected an increase of about \$1.4 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 10 totaling \$152.4 million and the market yield on the total portfolio showed 1.44% basis points which reflected an increase from the prior month. On page 11, the statement of cash flows showed an increase in cash and investments by about \$9.7 million and operating activities increased cash by approximately \$11.0 million, and roughly \$293,000 of sales tax was received. On page 12, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements.

Commissioner Healy moved to accept the December 2017 Treasurer's Report. Seconded by Commissioner Russo and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Finance Committee – Reported by Commissioner Suess

Commissioner Suess reported that the Finance Committee reviewed all items list on the Finance Committee Agenda with no action items for consideration.

Administration Committee – Reported by Commissioner Healy

Commissioner Healy reported that the Administration Committee reviewed and recommended for approval all action items listed on the Administration Committee Agenda. With no further discussion, Commissioner Healy moved adopt Ordinance No. O-1-18: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the Village of Roselle concerning the Installation of a Water Main in the Village of Roselle, as revised. Seconded by Commissioner Obarski and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, D. Novotny, R. Obarski, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess and J. Zay

Nays: None

Absent: None

Engineering & Construction Committee – Reported by Commissioner Loftus

Commissioner Loftus reported that the Engineering & Construction Committee reviewed and recommended for approval all action items listed on the Engineering & Construction Committee Agenda. After Commissioner Loftus provided a brief summary of all items noting that approval of both Requisitions would require suspending the Commission's purchasing procedures, he then welcomed any questions. Hearing none, Commissioner Loftus moved to adopt item numbers 2 through 6 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Fennell and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, D. Novotny, R. Obarski, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess and J. Zay

Nays: None

Absent: None

Item 2: Resolution No. R-1-18: A Resolution Approving and Ratifying Certain Contract Change Orders at the January 18, 2018, DuPage Water Commission Meeting (Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 3 Contract SS-8/17 Era-Valdivia – Decrease of Contract Price by \$7,600.00)

Minutes of the 1/18/18 Commission Meeting

- Item 3: Resolution No. R-2-18: A Resolution Awarding a Contract for the Construction of the West Transmission Main (Contract TW-3/17 Benchmark Construction in the amount of \$13,242,601.00)
- Item 4: Resolution No. R-3-18: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with AECOM at the January 18, 2018 DuPage Water Commission Meeting (Construction Services Related to Contract TW-3/17 West Transmission Main – at an estimated cost of \$348,990.00)
- Item 5: Request for Board Action: To authorize the General Manager to approve Requisition No. 49434 in the amount of \$28,592.94 (Insight Public Sector)
- Item 6: Request for Board Action: To suspend the purchasing procedures of the Commission's By-Laws and authorize the General Manager to approve Requisition No. 49453 in the amount of \$33,388.87 (ITsavvy, LLC.)

ACCOUNTS PAYABLE

Commissioner Healy moved to approve the Accounts Payable in the amount of \$8,291,169.04 subject to submission of all contractually required documentation, for invoices that have been received and to approve the revised Accounts Payable in the amount of \$985,990.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Russo and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, D. Novotny, R. Obarski, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess and J. Zay

Nays: None

Absent: None

CHAIRMAN'S REPORT

Chairman Zay reported that a meeting had been scheduled, next Tuesday, with the Village of Oswego, the City of Yorkville, representatives from AECOM, General Manager Spatz, Water Operations Manager McGhee and himself to discuss the possibility of the Commission supplying water to the two communities. The meeting would include a presentation on the positives of joining the Commission, financial transparency and address any questions/concerns.

Next, Chairman Zay informed that staff would be reaching out to the Rating Agencies to begin work on reestablishing the Commission's bond rating.

Regarding the Village of Bartlett's water main project, Chairman Zay thanked staff for finishing the Agreement so quickly noting that the agreement had been signed and discussions regarding a possible groundbreaking event were in the works. Invitations for the event would be extended to representatives from the Villages of Bartlett, Roselle,

Minutes of the 1/18/18 Commission Meeting

Hanover Park, DuPage County, and all Commissioners and that a notification would go out once a date had been selected.

For the February Board Meeting, Chairman Zay noted that a Committee of the Whole meeting would be scheduled for 6:00pm to begin discussions on the Tentative Draft Management Budget for Fiscal Year 2018-2019 and that all Committee start times would be rescheduled to begin at 5:30pm.

OMNIBUS VOTE REQUIRING MAJORITY VOTE

None

OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE

None

OLD BUSINESS

Commissioner Broda inquired as to when the new audio system would be installed and General Manager Spatz replied that due to the cost exceeding \$20,000 that it would take about three months as staff is preparing specifications to bid the system.

NEW BUSINESS

None

EXECUTIVE SESSION

None

Commissioner Healy moved to adjourn the meeting at 6:51 P.M. Seconded by Commissioner Russo and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/2018/Rcm180118.docx

DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

TO: Chairman and Commissioners
FROM: Bill Fates, Treasurer
DATE: February 6, 2018
SUBJECT: TREASURER'S REPORT – January 31, 2018

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

Summary of Cash & Investments (Page 4)

1. Cash and investments totaled \$170.5 million at January 31st, a decrease of \$1.1 million compared to the previous month.
2. The balance in the BMO Harris checking account was \$17.9 million at January 31st, a decrease of approximately \$1.3 million compared to the \$19.3 million reported last month.
3. The BMO Harris money market accounts had \$12.1 million at month-end, relatively unchanged from the prior month balance.
4. During the month of January, the IIT money market accounts decreased by approximately \$3,300 from the prior month.
5. In January, our holdings of U.S. Treasury Investments increased by \$1.0 million and Municipal Bonds declined by \$0.6 million.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. For the nine months ended January 31, 2018, the Commission's cash and investments increased a total of \$8.6 million.
 - The Operating & Maintenance Account decreased by \$2.7 million, for an ending balance of \$30.1 million.
 - The General Account decreased by \$11.2 million, for an ending balance of \$8.5 million. The Commission transferred \$21.3 million of investments from the General Account to the Capital Reserve account in June.
 - The Sales Tax Account remained unchanged at \$278.
 - The Capital Reserve Fund increased \$21.7 million for a balance of \$51.5 million.
 - The Operating Reserve Account increased \$649,960 for a balance of \$67.9 million.

- The Long-Term Capital Reserve Account increased by \$142,293 for a balance of \$12.6 million.

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

Cash and Investments by Account

Account	Balance 4/30/2017	Balance 01/31/2018	Increase (Decrease)
Operations & Maintenance	\$32,727,195	\$30,074,523	\$(2,652,672)
General Account	19,715,309	8,500,453	(11,214,856)
Sales Tax	275	278	3
Operating Reserve	67,223,928	67,873,888	649,960
Capital Reserve	29,853,221	51,528,256	21,675,035
Long-Term Cap. Reserve	12,415,641	12,557,934	142,293
Total Cash & Investments	\$161,935,569	\$170,535,332	\$8,599,763

Schedule of Investments (Pages 5-10)

1. The average yield to maturity on the Commission's investments was 1.49%, an increase from the prior month average yield to maturity of 1.48%.
2. The portfolio is showing estimated unrealized losses of \$2.3 million at January 31, 2018, compared to \$541,239 in unrealized losses at April 30, 2017.
3. The amortized cost of our investments was \$152.6 million at January 31st, up from the previous month due to cash transferred and interest earned.

Statement of Cash Flows (Page 11)

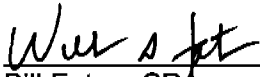
1. The statement of cash flows shows a breakdown of the \$8.6 million increase in cash and investments for the fiscal year.
2. Operating activities increased cash by \$10.1 million.
3. Approximately \$293,000 of sales tax revenue was received.
4. Capital Assets purchased were about \$2.6 million year-to-date.
5. Cash flow from investment activity generated \$1.4 million of income.

Reserve Analysis (Page 12)

1. The reserve analysis report shows the commission has met or exceeded all recommended reserve balances at January 31st.
2. The Operating and Maintenance Account was \$30.1 million which is a balance currently sufficient enough to cover an estimated 84 days of normal operation and maintenance costs.

3. The Operating Reserve account was \$67.9 million which is approximately 190 days, this amount meets the minimum balance per the reserve policy.

Respectfully submitted,



Bill Fates, CPA
Treasurer

DU PAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 January 31, 2018

FUNDS CONSIST OF:	January 31, 2018	December 31, 2017	INCR. - (DECR.)
PETTY CASH	1,200.00	1,200.00	0.00
CASH AT HARRIS BANK	17,930,069.21	19,251,008.93	(1,320,939.72)
TOTAL CASH	17,931,269.21	19,252,208.93	(1,320,939.72)
IIIT MONEY MARKET FUNDS	1,279,773.87	1,283,039.52	(3,265.65)
BMO HARRIS MONEY MARKET FUNDS	12,143,253.59	12,129,353.35	13,900.24
U. S. TREASURY INVESTMENTS	58,989,687.77	57,991,519.79	998,167.98
U. S. AGENCY INVESTMENTS	52,073,589.33	52,072,458.16	1,131.17
MUNICIPAL BONDS	5,588,806.49	6,189,179.84	(600,373.35)
COMMERCIAL PAPER	14,668,033.85	14,647,523.98	20,509.87
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	7,860,917.66	8,037,257.66	(176,340.00)
TOTAL INVESTMENTS	152,604,062.56	152,350,332.30	253,730.26
TOTAL CASH AND INVESTMENTS	170,535,331.77	171,602,541.23	(1,067,209.46)
	January 31, 2018	December 31, 2017	% CHANGE
IIIT MONEY MARKET FUNDS	0.7%	0.7%	-0.3%
BMO HARRIS MONEY MARKET FUNDS	8.0%	8.0%	0.1%
U. S. TREASURY INVESTMENTS	38.7%	38.1%	1.7%
U. S. AGENCY INVESTMENTS	34.1%	34.2%	0.0%
MUNICIPAL BONDS	3.7%	4.1%	-9.7%
COMMERCIAL PAPER	9.6%	9.6%	0.1%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	5.2%	5.3%	-2.2%
TOTAL INVESTMENTS	100.0%	100.0%	0.2%

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 January 31, 2018

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/18
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	1.370%	01/31/18	02/01/18	1	1.370%	\$ 12,143,253.59	\$ 12,143,253.59	\$ -	\$ 12,143,253.59	-
Water Fund General Account (01-121700)										
IIIT - Money Market	1.400%	01/31/18	02/01/18	1	1.400%	546,773.87	546,773.87	-	546,773.87	-
JP Morgan Securities LLC CP	0.000%	08/02/17	02/06/18	6	1.440%	1,000,000.00	992,532.22	7,269.17	999,801.39	-
Toyota Motor Credit Corp	0.000%	12/15/17	03/15/18	43	1.570%	1,000,000.00	996,100.00	2,080.00	998,180.00	-
Toyota Motor Credit Corp	0.000%	12/15/17	04/13/18	72	1.610%	1,000,000.00	994,711.11	2,133.33	996,844.44	-
JP Morgan Securities LLC CP	0.000%	12/15/17	05/29/18	118	1.810%	1,000,000.00	991,900.00	2,250.00	994,150.00	-
JP Morgan Securities LLC CP	0.000%	12/15/17	06/13/18	133	1.840%	1,000,000.00	990,900.00	2,426.67	993,326.67	-
GE Capital Treasury LLC	0.000%	12/15/17	07/16/18	166	1.770%	1,000,000.00	989,645.83	2,333.33	991,979.16	-
GE Capital Treasury LLC	0.000%	12/15/17	08/15/18	196	1.800%	1,000,000.00	987,985.00	2,373.33	990,358.33	-
GE Capital Treasury LLC	0.000%	12/15/17	09/07/18	219	1.830%	1,000,000.00	986,626.11	2,413.33	989,039.44	-
		Weighted Avg Maturity	4		1.688%	\$ 8,546,773.87	\$ 8,477,174.14	\$ 23,279.16	\$ 8,500,453.30	\$ -
Sales Tax Funds (01-123000)										
IIIT - Money Market	1.400%	01/31/18	02/01/18	1	1.400%	277.57	277.57	-	277.57	-
		Weighted Avg Maturity	1		1.400%	\$ 277.57	\$ 277.57	\$ -	\$ 277.57	\$ -

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 January 31, 2018

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/18
Water Fund Operating Reserve (01-121800)										
MM - Money Market	1.400%	01/31/18	02/01/18	1	1.400%	229,489.26	229,489.26	-	229,489.26	-
US Treasury Notes	1.625%	11/14/16	04/30/19	454	1.060%	205,000.00	207,802.73	(1,378.30)	206,424.43	855.82
US Treasury Notes	2.125%	12/30/15	08/31/20	943	1.740%	575,000.00	584,950.20	(4,359.86)	580,590.34	5,198.03
US Treasury Notes	1.750%	02/03/16	10/31/20	1,004	1.350%	740,000.00	753,701.56	(5,662.75)	748,038.81	3,326.93
US Treasury Notes	2.625%	05/03/16	11/15/20	1,019	1.210%	2,400,000.00	2,548,875.00	(56,305.06)	2,492,569.94	13,574.59
US Treasury Notes	2.000%	03/24/16	11/30/20	1,034	1.380%	2,000,000.00	2,056,015.63	(21,785.27)	2,034,230.36	6,923.08
US Treasury Notes	2.375%	03/31/16	12/31/20	1,065	1.280%	775,000.00	813,931.64	(14,785.58)	799,146.06	1,627.07
US Treasury Notes	2.000%	07/06/16	02/28/21	1,124	0.920%	775,000.00	812,902.34	(12,641.42)	800,260.92	6,593.92
US Treasury Notes	1.250%	06/27/16	03/31/21	1,155	0.980%	1,265,000.00	1,281,108.99	(5,318.59)	1,275,790.40	5,386.68
US Treasury Notes	2.000%	01/05/17	05/31/21	1,216	1.870%	1,300,000.00	1,307,007.81	(1,651.26)	1,305,356.55	4,500.00
US Treasury Notes	2.000%	09/01/16	05/31/21	1,216	1.220%	1,950,000.00	2,020,078.13	(20,498.01)	1,999,580.12	6,750.00
US Treasury Notes	2.000%	10/05/16	08/31/21	1,308	1.210%	1,275,000.00	1,322,862.30	(12,689.28)	1,310,173.02	10,848.07
US Treasury Notes	2.000%	12/05/16	08/31/21	1,308	1.930%	2,150,000.00	2,156,382.81	(1,491.41)	2,154,891.40	18,292.82
US Treasury Notes	1.250%	03/13/17	10/31/21	1,369	2.110%	855,000.00	822,603.52	5,941.74	828,545.26	2,745.68
US Treasury Notes	2.000%	08/30/17	10/31/21	1,369	1.640%	2,000,000.00	2,028,515.63	(2,792.43)	2,025,723.20	10,276.24
US Treasury Notes	1.750%	04/03/17	11/30/21	1,399	1.860%	1,500,000.00	1,492,734.38	1,253.73	1,493,988.11	4,543.27
US Treasury Notes	1.750%	10/03/17	11/30/21	1,399	1.860%	1,500,000.00	1,495,195.31	373.63	1,495,568.94	4,543.27
US Treasury Notes	2.125%	06/28/17	12/31/21	1,430	1.720%	4,000,000.00	4,070,781.25	(9,024.77)	4,061,756.48	7,513.81
US Treasury Notes	1.750%	08/01/17	02/28/22	1,489	1.780%	1,800,000.00	1,797,539.06	269.75	1,797,808.81	13,400.55
US Treasury Notes	1.750%	05/11/17	04/30/22	1,550	1.930%	1,050,000.00	1,040,935.55	1,275.61	1,042,211.16	4,720.65
US Treasury Notes	1.875%	01/02/18	09/30/22	1,703	2.240%	275,000.00	270,552.73	69.78	270,622.51	1,756.52
Inter-American Development Bank	1.000%	04/12/16	05/13/19	467	1.100%	790,000.00	787,630.00	1,374.32	789,004.32	1,711.67
African Development Bank Note	1.125%	09/14/16	09/20/19	597	1.160%	505,000.00	504,464.70	241.11	504,705.81	2,067.34
Intl Bank of Recons and Dev Notes Global Notes	1.125%	08/18/17	11/27/19	665	1.500%	850,000.00	843,028.87	1,339.71	844,368.58	1,700.00
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	1,133	1.730%	925,000.00	920,597.00	1,617.36	922,214.36	5,928.99
MS ST Taxable GO Bonds	1.472%	02/18/15	10/01/18	243	1.470%	150,000.00	150,000.00	-	150,000.00	736.00
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	243	1.650%	565,000.00	565,000.00	-	565,000.00	3,107.50
CT ST Taxable GO Bonds	1.974%	03/25/15	03/15/19	408	1.970%	300,000.00	300,000.00	-	300,000.00	2,237.20
UNIV OF CAL Taxable Rev Bonds	2.003%	03/25/15	05/15/19	469	2.000%	135,000.00	135,000.00	-	135,000.00	570.86
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	516	2.160%	925,000.00	925,000.00	-	925,000.00	1,667.31
CT ST Taxable GO Bonds	1.300%	08/03/16	08/15/19	561	1.230%	710,000.00	711,533.60	(738.58)	710,795.02	4,256.06
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	608	1.680%	310,000.00	310,000.00	-	310,000.00	1,734.97
NY Trans Fin Auth, NY Txb Rev Bonds	2.750%	04/23/15	02/01/20	731	1.880%	375,000.00	389,816.25	(8,447.95)	381,368.30	5,156.25
NY Trans Fin Auth, NY Txb Rev Bonds	1.500%	07/14/16	05/01/21	1,186	1.500%	600,000.00	600,000.00	-	600,000.00	2,250.00
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	3,165	2.270%	310,169.29	329,554.87	(2,177.40)	327,377.47	904.66
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	3,316	2.270%	356,690.16	379,206.23	(1,895.77)	377,310.46	1,040.35
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	3,828	2.240%	637,603.62	653,842.59	-	653,842.59	1,594.01
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	4,353	2.620%	244,336.20	258,690.95	(2,320.96)	256,369.99	712.65
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	4,565	2.350%	381,352.57	398,096.33	(2,319.93)	395,776.40	953.38
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	4,657	2.550%	415,331.70	442,263.36	(4,257.63)	438,005.73	1,211.38

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/18	
Water Fund Operating Reserve (01-121800) Continued...										
FNMA Series 2015-M7 ASQ2	1.550%	04/30/15	04/01/18	60 0.830%	46,734.96	47,202.14	(467.18)	46,734.96	60.37	
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	335 1.200%	70,185.44	70,887.28	(575.81)	70,311.47	111.01	
Fannie Mae Series 2015-M13 ASQ2	1.648%	10/30/15	09/01/19	578 1.080%	203,043.09	205,076.34	(1,366.60)	203,709.74	278.51	
Fannie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	1,097 1.680%	872,583.78	881,294.26	(4,020.71)	877,273.55	1,550.29	
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	1,156 2.030%	232,556.08	248,689.66	(16,133.58)	232,556.08	872.09	
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	2,093 2.010%	648,500.94	661,469.66	(425.71)	661,043.95	1,481.28	
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	2,216 2.240%	649,103.29	662,062.64	(118.95)	661,943.69	1,596.25	
FNA 2017-M15 AV1	2.637%	11/30/17	11/25/24	2,490 2.230%	99,109.34	100,306.78	(2.82)	100,303.96	217.75	
FHS 287 150	1.500%	12/21/17	10/15/27	3,544 2.480%	658,304.37	638,555.24	-	638,555.24	822.88	
FNMA Benchmark Note	1.125%	09/01/15	10/19/18	261 1.180%	800,000.00	798,704.00	994.90	799,698.90	2,550.00	
Fannie Mae Global Notes	1.625%	10/23/14	11/27/18	300 1.390%	990,000.00	999,405.00	(7,473.49)	991,931.51	2,860.00	
FNMA Benchmark Note	1.375%	01/08/16	01/28/19	362 1.400%	275,000.00	274,829.50	114.16	274,943.66	31.51	
FNMA Benchmark Note	1.000%	02/23/16	02/26/19	391 1.080%	1,100,000.00	1,097,404.00	1,663.54	1,099,067.54	4,736.11	
FNMA Benchmark Note	1.000%	08/05/16	02/26/19	391 0.900%	2,255,000.00	2,260,705.15	(3,295.91)	2,257,409.24	9,709.03	
Freddie Mac Notes	1.125%	03/24/16	04/15/19	439 1.150%	1,700,000.00	1,698,776.00	735.45	1,699,511.45	5,631.25	
FNMA Notes	1.750%	06/30/16	06/20/19	505 0.800%	1,000,000.00	1,027,710.00	(14,706.20)	1,013,003.80	1,993.06	
FHLB Global Note	1.125%	06/02/16	06/21/19	506 1.140%	1,050,000.00	1,049,559.00	237.63	1,049,796.63	1,312.50	
FHLMC Reference Note	0.875%	07/20/16	07/19/19	534 0.960%	1,500,000.00	1,496,040.00	2,006.25	1,498,046.25	437.50	
FNMA Benchmark Note	0.875%	07/29/16	08/02/19	548 0.930%	1,600,000.00	1,597,312.00	1,332.14	1,598,644.14	6,961.11	
FHLB Global Note	0.875%	08/03/16	08/05/19	551 0.940%	600,000.00	598,848.00	568.21	599,416.21	2,566.67	
FHLB Notes	1.375%	11/17/16	11/15/19	653 1.380%	1,790,000.00	1,789,588.30	163.48	1,789,751.78	5,195.97	
FNMA Benchmark Note	1.750%	12/03/14	11/26/19	664 1.610%	475,000.00	478,063.75	(1,916.04)	476,147.71	1,500.87	
FNMA Notes	1.500%	02/24/17	02/28/20	758 1.520%	1,075,000.00	1,074,312.00	208.86	1,074,520.86	6,853.13	
FHLMC Agency	1.375%	04/19/17	04/20/20	810 1.490%	1,075,000.00	1,071,323.50	941.40	1,072,264.90	4,146.96	
FNMA Notes	1.500%	08/01/17	07/30/20	911 1.600%	1,500,000.00	1,495,455.00	742.97	1,496,197.97	62.50	
FHLB Notes	1.375%	09/08/17	09/28/20	971 1.480%	600,000.00	598,074.00	244.43	598,318.43	2,818.75	
FHLB Global Note	1.125%	08/02/16	07/14/21	1,260 1.210%	1,000,000.00	996,160.00	1,137.23	997,297.23	531.25	
FHLB Global Note	1.125%	07/14/16	07/14/21	1,260 1.250%	1,525,000.00	1,515,726.48	2,804.97	1,518,531.45	810.16	
Fannie Mae Notes	1.875%	04/06/17	04/05/22	1,525 1.970%	1,120,000.00	1,114,971.20	781.63	1,115,752.83	6,766.67	
Bank of Tokyo Mitsubishi UFJ	0.000%	11/13/17	05/11/18	100 1.570%	1,340,000.00	1,329,606.07	4,645.33	1,334,251.40	-	
Toyota Motor Credit Corp	0.000%	11/01/17	07/27/18	177 1.650%	1,500,000.00	1,481,798.33	6,248.34	1,488,046.67	-	
Weighted Avg Maturity			1.082		1.510%	\$ 67,455,094.09	\$ 68,077,605.86	\$ (203,717.55)	\$ 67,873,888.31	\$ 247,383.01

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/18
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	1.400%	01/31/18	02/01/18	1	1.400%	142,562.11	142,562.11	-	142,562.11	-
US Treasury Notes	1.750%	02/03/16	10/31/20	1,004	1.350%	250,000.00	254,628.91	(1,913.09)	252,715.82	1,123.96
US Treasury Notes	2.000%	03/28/16	11/30/20	1,034	1.380%	265,000.00	272,442.77	(2,884.47)	269,558.30	917.31
US Treasury Notes	1.625%	11/14/16	11/30/20	1,034	1.400%	320,000.00	322,800.00	(825.73)	321,974.27	900.00
US Treasury Notes	2.000%	03/28/16	10/31/21	1,369	1.520%	275,000.00	282,014.65	(2,252.22)	279,762.43	1,412.98
US Treasury Notes	1.875%	01/12/15	11/30/21	1,399	1.780%	260,000.00	261,675.78	(717.82)	260,957.96	843.75
US Treasury Notes	1.500%	12/30/15	01/31/22	1,461	2.040%	75,000.00	72,697.27	759.00	73,456.27	3.11
US Treasury Notes	1.500%	09/03/15	01/31/22	1,461	1.870%	350,000.00	342,234.38	2,814.36	345,048.74	14.50
US Treasury Notes	1.625%	02/26/15	08/15/22	1,657	1.820%	175,000.00	172,662.11	880.36	173,542.47	1,313.69
US Treasury Notes	1.625%	12/04/15	11/15/22	1,749	1.930%	200,000.00	196,109.38	1,157.17	197,266.55	700.28
US Treasury Notes	1.500%	02/01/17	03/31/23	1,885	2.210%	425,000.00	407,800.78	2,635.45	410,436.23	2,171.70
US Treasury Notes	1.750%	04/24/15	05/15/23	1,930	1.790%	390,000.00	388,781.25	400.99	389,182.24	1,470.58
US Treasury Notes	1.375%	08/31/17	06/30/23	1,976	1.850%	175,000.00	170,378.91	317.80	170,696.71	212.71
US Treasury Notes	1.375%	01/03/17	08/31/23	2,038	2.240%	200,000.00	189,320.31	1,622.35	190,942.66	1,169.89
US Treasury Notes	1.375%	09/01/16	08/31/23	2,038	1.470%	275,000.00	273,259.77	339.11	273,598.88	1,608.60
US Treasury Notes	2.750%	12/05/16	11/15/23	2,114	2.260%	60,000.00	61,877.34	(293.40)	61,583.94	355.52
US Treasury Notes	2.750%	03/28/16	11/15/23	2,114	1.720%	150,000.00	160,974.61	(2,525.60)	158,449.01	888.81
US Treasury Notes	2.750%	10/09/15	11/15/23	2,114	1.910%	155,000.00	164,766.21	(2,640.22)	162,125.99	918.44
US Treasury Notes	2.750%	05/26/16	11/15/23	2,114	1.650%	275,000.00	296,097.66	(4,508.64)	291,589.02	1,629.49
US Treasury Notes	2.750%	10/05/16	02/15/24	2,206	1.460%	75,000.00	81,738.28	(1,158.32)	80,579.96	952.79
US Treasury Notes	2.500%	03/16/17	05/15/24	2,296	2.450%	300,000.00	300,960.94	(104.94)	300,856.00	1,616.02
US Treasury Notes	2.000%	06/28/17	05/31/24	2,312	1.970%	285,000.00	285,545.51	(42.52)	285,502.99	986.54
US Treasury Notes	2.375%	03/28/16	08/15/24	2,388	1.810%	200,000.00	208,679.69	(1,798.96)	206,880.73	2,194.29
US Treasury Notes	2.375%	08/02/17	08/15/24	2,388	2.070%	200,000.00	204,039.06	(265.02)	203,774.04	2,194.29
US Treasury Notes	2.125%	12/01/17	11/30/24	2,495	2.280%	475,000.00	470,416.99	97.25	470,514.24	1,747.00
US Treasury Notes	2.125%	05/03/16	05/15/25	2,661	1.760%	150,000.00	154,558.59	(823.85)	153,734.74	686.81
US Treasury Notes	2.250%	07/06/16	11/15/25	2,845	1.320%	105,000.00	113,613.28	(1,371.62)	112,241.66	509.05
US Treasury Notes	2.250%	06/27/16	11/15/25	2,845	1.450%	115,000.00	123,036.52	(1,289.34)	121,747.18	557.53
Inter-American Development Bank	1.000%	04/12/16	05/13/19	467	1.100%	140,000.00	139,580.00	243.55	139,823.55	303.33
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	1,133	1.730%	150,000.00	149,286.00	262.28	149,548.28	961.46
Asian Development Bank Note	1.625%	03/16/16	03/16/21	1,140	1.640%	150,000.00	149,884.50	42.22	149,926.72	914.06
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	243	1.650%	95,000.00	95,000.00	-	95,000.00	522.50
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	516	2.160%	150,000.00	150,000.00	-	150,000.00	270.38
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	608	1.680%	40,000.00	40,000.00	-	40,000.00	223.87
NY Trans Fin Auth, NY Txbi Rev Bonds	2.750%	04/23/15	02/01/20	731	1.880%	75,000.00	77,963.25	(1,689.59)	76,273.66	1,031.25
CT ST Taxable GO Bonds	2.294%	03/25/15	03/15/20	774	2.290%	70,000.00	70,000.00	-	70,000.00	606.64
UNIV OF CAL Taxable Rev Bonds	2.253%	03/25/15	05/15/20	835	2.250%	50,000.00	50,000.00	-	50,000.00	237.82
NY Trans Fin Auth, NY Txbi Rev Bonds	1.500%	07/14/16	05/01/21	1,186	1.500%	100,000.00	100,000.00	-	100,000.00	375.00
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	3,165	2.270%	49,680.81	52,785.84	(348.74)	52,437.10	144.90
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	3,316	2.270%	65,181.95	69,296.56	(346.43)	68,950.13	190.11
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	3,828	2.240%	147,139.30	150,886.76	(0.01)	150,886.75	367.85
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	4,353	2.620%	60,365.43	63,911.91	(573.42)	63,338.49	176.07
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	4,565	2.350%	57,202.87	59,714.45	(348.01)	59,366.44	143.01
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	4,657	2.550%	68,549.91	72,994.95	(702.72)	72,292.23	199.94

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/18
Water Fund L-T Water Capital Reserve (01-121900) Continued...										
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	335	1.200%	16,196.65	16,358.62	(132.89)	16,225.73	25.62
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	578	1.080%	38,219.88	38,602.60	(257.23)	38,345.37	52.42
Fannie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	1,097	1.680%	165,083.41	166,731.34	(780.68)	165,970.66	293.30
FNMA SERIES 2015	2.013%	03/31/15	07/01/22	1,612	1.710%	16,873.57	17,042.00	(76.17)	16,965.83	28.31
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	2,093	2.010%	124,711.72	127,205.71	(81.87)	127,123.84	284.86
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	2,216	2.240%	199,724.09	203,711.58	(36.60)	203,674.98	491.15
Fannie Mae Global Notes	1.625%	12/30/13	11/27/18	300	1.780%	275,000.00	273,036.50	1,622.87	274,659.37	794.44
Fannie Mae Benchmark Notes	1.875%	05/15/14	02/19/19	384	1.550%	400,000.00	405,944.00	(4,594.72)	401,349.28	3,375.00
FHLB Global Note	1.125%	06/02/16	06/21/19	506	1.140%	375,000.00	374,842.50	84.87	374,927.37	468.75
FNMA Notes	1.000%	10/19/16	08/28/19	574	1.040%	2,135,000.00	2,132,651.50	1,048.58	2,133,700.08	9,073.75
FHLB Global Note	1.125%	07/13/16	07/14/21	1,260	1.230%	250,000.00	248,767.50	373.40	249,140.90	132.81
Fannie Mae Notes	1.875%	04/06/17	04/05/22	1,525	1.970%	500,000.00	497,755.00	348.94	498,103.94	3,020.83
FNMA Notes	2.125%	04/26/16	04/24/26	3,005	2.210%	210,000.00	208,357.80	264.21	208,622.01	1,202.40
			Weighted Avg Maturity	1.491	1.676%	\$ 12,496,491.70	\$ 12,577,983.93	\$ (20,050.08)	\$ 12,557,933.85	\$ 55,011.47
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	1.400%	01/31/18	02/01/18	1	1.400%	360,671.06	360,671.06	-	360,671.06	-
US Treasury Notes	0.750%	06/22/17	02/15/19	380	1.340%	600,000.00	594,234.37	2,123.15	596,357.52	2,078.80
US Treasury Notes	1.625%	11/14/16	04/30/19	454	1.060%	915,000.00	927,509.77	(6,151.96)	921,357.81	3,819.87
US Treasury Notes	0.875%	06/22/17	09/15/19	592	1.400%	2,500,000.00	2,471,191.41	7,862.42	2,479,053.83	8,399.52
US Treasury Notes	1.500%	12/05/16	11/30/19	668	1.450%	775,000.00	776,210.94	(463.76)	775,747.18	2,012.02
US Treasury Notes	1.250%	01/05/17	01/31/20	730	1.520%	150,000.00	148,798.83	413.86	149,212.69	5.18
US Treasury Notes	1.375%	02/01/17	02/29/20	759	1.570%	1,500,000.00	1,491,386.72	2,749.87	1,494,136.59	8,774.17
US Treasury Notes	1.125%	03/14/17	03/31/20	790	1.700%	600,000.00	589,875.00	2,897.74	592,772.74	2,299.45
US Treasury Notes	1.375%	06/22/17	03/31/20	790	1.490%	2,500,000.00	2,492,285.16	1,693.97	2,493,979.13	11,710.16
US Treasury Notes	1.375%	05/09/17	05/31/20	851	1.700%	1,000,000.00	994,257.81	1,354.37	995,612.18	2,379.81
US Treasury Notes	1.625%	06/28/17	06/30/20	881	1.500%	3,300,000.00	3,311,988.28	(2,326.67)	3,309,661.61	4,740.33
US Treasury Notes	2.000%	07/06/17	07/31/20	912	1.610%	1,000,000.00	1,011,757.81	(2,143.32)	1,009,614.49	55.25
US Treasury Notes	2.000%	06/22/17	07/31/20	912	1.550%	1,200,000.00	1,216,359.37	(3,145.82)	1,213,213.55	66.30
US Treasury Notes	1.375%	08/30/17	08/31/20	943	1.450%	2,000,000.00	1,995,703.13	598.37	1,996,301.50	11,698.90
US Treasury Notes	1.375%	10/05/17	09/30/20	973	1.640%	1,620,000.00	1,607,533.59	1,337.74	1,608,871.33	7,588.19
US Treasury Notes	1.375%	11/01/17	10/31/20	1,004	1.770%	1,200,000.00	1,186,406.25	1,116.43	1,187,522.68	4,238.95
US Treasury Notes	1.750%	12/01/17	12/31/20	1,065	1.910%	2,500,000.00	2,488,281.25	603.63	2,488,884.88	3,867.40
US Treasury Notes	1.375%	01/02/18	01/31/21	1,096	2.050%	750,000.00	735,029.30	362.91	735,392.21	28.49
Intl Bank of Recons and Dev Notes (World Bank)	0.875%	04/12/16	07/19/18	169	0.950%	600,000.00	598,938.00	839.57	599,777.57	175.00
African Development Bank Note	1.625%	10/31/16	10/02/18	244	1.120%	200,000.00	201,914.00	(1,239.95)	200,674.05	1,074.31
Inter-American Development Bank	1.000%	04/12/16	05/13/19	467	1.100%	420,000.00	418,740.00	730.65	419,470.65	910.00
African Development Bank Note	1.125%	09/14/16	09/20/19	597	1.160%	235,000.00	234,750.90	112.20	234,863.10	962.03
Intl Bank of Recons and Dev Notes Global Notes		08/18/17	11/27/19	665	1.500%	1,000,000.00	991,798.67	1,576.13	993,374.80	2,000.00
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	516	2.160%	600,000.00	600,000.00	-	600,000.00	1,081.50
CT ST Taxable GO Bonds	1.300%	08/03/16	08/15/19	561	1.230%	330,000.00	330,712.80	(343.29)	330,369.51	1,978.17

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
January 31, 2018

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/18
Capital Reserve (01-122000) Continued...										
FNMA SERIES 2015 M7	1.550%	04/30/15	04/01/18	60	1.260%	28,040.96	28,321.26	(280.30)	28,040.96	36.22
FNMA Series 2014-M1 ASQ2	2.323%	09/01/16	11/01/18	274	1.150%	182,130.85	186,001.14	(2,818.15)	183,182.99	352.57
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	335	1.200%	46,790.31	47,258.21	(383.88)	46,874.33	74.01
FNMA Series 2016-M9 ASQ2	1.785%	06/09/16	06/01/19	486	1.050%	75,504.51	76,259.53	(478.64)	75,780.89	112.31
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	578	1.080%	131,380.81	132,696.45	(884.28)	131,812.17	180.21
Freddie Mac Series 4459 NB	4.500%	06/11/15	01/01/20	700	0.770%	26,291.97	27,565.48	(784.56)	26,780.92	98.59
FNMA Series 2015-M12 FA	0.540%	09/30/15	04/25/20	815	0.540%	228,963.32	228,880.91	82.41	228,963.32	350.12
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	1,156	2.030%	162,789.25	174,082.76	(11,293.51)	162,789.25	610.46
FHLB Global Note	0.875%	08/25/16	10/01/18	243	0.910%	550,000.00	549,626.00	254.12	549,880.12	1,604.17
FNMA Benchmark Note	1.125%	09/01/15	10/19/18	261	1.180%	1,475,000.00	1,472,610.50	1,834.35	1,474,444.85	4,701.56
FHLB Notes	1.250%	12/08/16	01/16/19	350	1.250%	700,000.00	699,972.00	14.13	699,986.13	364.58
FNMA Benchmark Note	1.375%	01/08/16	01/28/19	362	1.400%	1,255,000.00	1,254,221.90	520.98	1,254,742.88	143.80
FNMA Benchmark Note	1.000%	02/23/16	02/26/19	391	1.080%	1,475,000.00	1,471,519.00	2,230.66	1,473,749.66	6,350.69
Freddie Mac Notes	1.125%	03/31/16	04/15/19	439	1.050%	925,000.00	927,201.50	(1,320.36)	925,881.14	3,064.06
FHLB Global Note	1.125%	06/27/16	06/21/19	506	0.820%	1,125,000.00	1,135,196.42	(5,410.19)	1,129,786.23	1,406.25
FHLMC Reference Note	0.875%	07/19/16	07/19/19	534	0.960%	650,000.00	648,427.00	797.66	649,224.66	189.58
FNMA Benchmark Note	0.875%	07/29/16	08/02/19	548	0.930%	750,000.00	748,740.00	624.44	749,364.44	3,263.02
Freddie Mac Notes	1.375%	07/18/17	08/15/19	561	1.450%	1,900,000.00	1,897,207.00	716.32	1,897,923.32	13,933.33
FNMA Notes	0.875%	08/31/16	08/28/19	574	1.050%	1,675,000.00	1,672,387.00	1,225.75	1,673,612.75	7,118.75
FHLB Global Note	1.000%	10/03/16	09/26/19	603	1.010%	750,000.00	749,737.50	115.97	749,853.47	2,604.17
FNMA Notes	1.500%	02/24/17	02/28/20	758	1.520%	750,000.00	749,520.00	145.72	749,665.72	4,781.25
FHLMC Agency	1.375%	04/19/17	04/20/20	810	1.490%	1,200,000.00	1,195,896.00	1,050.86	1,196,946.86	4,629.17
FNMA Notes	1.500%	07/28/17	07/30/20	911	1.600%	2,500,000.00	2,492,425.00	1,238.28	2,493,663.28	104.17
FHLB Notes	1.375%	09/08/17	09/28/20	971	1.480%	1,300,000.00	1,295,827.00	529.59	1,296,356.59	6,107.29
Credit Agricole CIB NY CP	0.000%	08/02/17	02/07/18	7	1.380%	600,000.00	595,684.50	4,178.50	599,863.00	-
JP Morgan Securities LLC CP	0.000%	06/21/17	03/16/18	44	1.510%	1,250,000.00	1,236,134.72	11,640.63	1,247,775.35	-
Toyota Motor Credit Corp	0.000%	06/21/17	03/16/18	44	1.460%	1,250,000.00	1,236,600.00	11,250.00	1,247,850.00	-
Bank of Tokyo Mitsubishi UFJ	0.000%	11/13/17	05/11/18	100	1.570%	800,000.00	793,794.67	2,773.33	796,568.00	-
Weighted Avg Maturity			654		1.427%	\$ 51,617,563.04	\$ 51,500,127.87	\$ 28,128.07	\$ 51,528,255.94	\$ 144,124.13
TOTAL ALL FUNDS					1.494%	\$152,259,453.86	\$152,776,422.96	\$ (172,360.40)	\$ 152,604,062.56	\$ 446,518.61
Less: Net Unsettled Trades									\$ 152,604,062.56	
January 31, 2018					90 DAY US TREASURY YIELD	1.46%	Longest Maturity	\$	210,000.00	3,005
					3 month US Treasury Bill Index	1.34%				
					0-3 Year US Treasury Index	1.93%				
					1-3 Year US Treasury Index	2.12%				
					1-5 Year US Treasury Index	2.24%				
					1-10 Year US Treasury Index	2.36%				

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2017 to January 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 99,972,272
Cash payments to suppliers	(87,609,096)
Cash payments to employees	<u>(2,294,957)</u>
Net cash from operating activities	10,068,219

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

Cash received from sales taxes	293,243
Cash received/paid from long term loans	(584,172)
Cash payments for net pension activity	<u>0</u>
Net cash from noncapital financing activities	(290,929)

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	0
Principal Paid	0
Construction and purchase of capital assets	<u>(2,623,578)</u>
Net cash from capital and related financing activities	(2,623,578)

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	<u>1,446,051</u>
Net cash from investing activities	1,446,051

Net Increase (Decrease) in cash and investments 8,599,763

CASH AND INVESTMENTS, MAY 1, 2017 161,935,569

CASH AND INVESTMENTS, JANUARY 31, 2018 \$ 170,535,332

January 31, 2018
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT



	1/31/2018		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
TABLE 1	A	B	C
RESERVE ANALYSIS			
A. Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 64,133,035 180	\$ 67,873,888 190	\$ 3,740,853
B. Capital Reserve	\$ 50,701,790	\$ 51,508,947	\$ 807,157
C. Long Term Water Capital Reserve	\$ 12,025,000	\$ 12,557,934	\$ 532,934
D. O+M Account (1)	\$ 9,924,378	\$ 30,074,523	\$ 20,150,145
E. Current Construction Obligation and Customer Construction Escrows	\$ 19,309	\$ 19,309	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 136,803,512	\$ 162,034,601	\$ 25,231,089

TABLE 2	
OTHER CASH	
F. General Fund	\$ 8,500,453
G. Sales Tax	\$ 278
TOTAL TABLE 2-OTHER CASH	\$ 8,500,731
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2	\$ 170,535,332

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.

DATE: February 6, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	To Approve the New Financial Services Contract between the DuPage Water Commission and Baker Tilly Virchow Krause, LLP	APPROVAL	 
Account Number: 01-60-629000			
<p>Due to the continued requirements of the Commission for part-time assistance and the possibility of additional consulting services in the finance department, the Commission is requesting to approve the new Financial Services Contract with Baker Tilly Virchow Krause, LLP. The contract will be for a 2 year term not to exceed \$120,000 per year. The Commission has the option to renew for one additional year with the same terms and conditions.</p> <p>The Commission has been very satisfied with the services from Baker Tilly. In addition, the Commission has been able to control costs and maintain professional coverage with working knowledge of the Commission by continuing to use Baker Tilly on a limited basis.</p> <p>Baker Tilly is able to provide experienced support for the Commission as staff continues to work on improving processes within the Finance Department. The Commission would also continue to have immediate access to the resources needed should the Finance Department be without an employee for a short or prolonged period of time with this contract.</p>			
MOTION: To retain the services of Baker Tilly Virchow Krause for a two year term not to exceed \$120,000 per year.			

CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
BAKER TILLY VIRCHOW KRAUSE, LLP
FOR
FINANCIAL SERVICES

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

1. Performance of the Services

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

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

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

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

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

2. Compensation

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

A. SCHEDULE OF PRICES

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly in providing the Services. Notwithstanding the foregoing, the total compensation under this Contract shall not exceed \$120,000 per year.

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

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Payments shall be made no more frequently than monthly and shall be made within forty-five 45 days following receipt of an invoice therefor.

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

3. Contract Time

Consultant shall commence the Services **May 1, 2018** provided Consultant shall have furnished to Owner all insurance certificates specified in this Contract (the "Commencement Date"). Consultant shall perform the Services diligently and continuously for a two year term. Owner may elect to renew this contract for a third year upon the same terms and conditions set forth herein by delivering to the Consultant a letter extending same signed by the Owner's General Manager or his designated agent.

4. Financial Assurance

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

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

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

5. Consultant's Representations and Warranties

Consultant hereby represents and warrants as follows:

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

B. Compliance with Laws. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1 101 et seq. The Equal Opportunity Clause set forth in Appendix A of Title 44, Part 750 of the Illinois Administrative Code, is hereby expressly incorporated herein by reference.

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

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

6. Acknowledgements

Consultant acknowledges and agrees that:

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

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

C. Documents. Documents, data, or information, in any form, provided to Consultant by Owner, obtained by Consultant for Owner, or embodied in Consultant's finished work-product (the "Final Documents") shall be and remain the property of Owner and shall not, without the prior express written consent

of Owner, be used for any purpose other than performance of the Services except as otherwise required by law. Consultant shall maintain files of all documents and all other documents, data, and information that is necessary to understand the documents (the "Preliminary Documents") unless Owner shall consent in writing to the destruction of the Final Documents and the Preliminary Documents (collectively, the "Documents"). At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner.

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

termination for an alleged breach by the non-terminating party that is ultimately held unjustified shall be deemed a termination or suspension for the convenience of the terminating party.

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

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

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

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

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

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

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

BAKER TILLY VIRCHOW KRAUSE, LLP

DUPAGE WATER COMMISSION

By: _____
VICKI V. HELLENBRAND
CPA, PARTNER

By: _____
JOHN F. SPATZ, JR.
General Manager

ATTACHMENT A

SCOPE OF SERVICES

1. Key Project Personnel:

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

Name:	Telephone:
Vicki Hellenbrand	Cell: 608 358 2910 / Office: 630 645 6248
Nick Cavaliere	Cell: 630 437 0752 / Office: 630 645 6244
Carol Rosborg	Cell: 618 560 8167 / Office: 312 729 8114

2. Approval and Use of Subcontractors:

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

3. Removal of Personnel and Subcontractors:

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

4. Security:

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

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

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

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

C. Search. Consultant personnel and vehicles, including subcontractor personnel and vehicles, allowed on Owner's property shall be subject to search when entering and leaving the property. By entering the property, Consultant personnel, including subcontractor personnel, authorize Owner to perform or have performed such searches of their persons or vehicles.

D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.

E. No Liability. Neither Owner, nor any official or employee of Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of Owner's security precautions and programs or any liability arising therefrom.

5. Services:

A. Consultant Duties. In the performance of the Services, Consultant shall cooperate and work closely with representatives of Owner and such other persons as the Owner may from time to time designate. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under the Contract. Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing. Consultant is responsible for providing, performing, and completing the Services requested by the Owner to outsource certain the functions of Owner's finance department for the term of the contract. Services may include providing, performing, and completing the following duties on a monthly basis under the direction of Owner except as otherwise noted below:

- Provide support for Bi-Weekly Payroll
- Provide support for Accounts Payable processing
- Provide support for other accounting functions as directed by Owner
- Special projects as assigned by Owner


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

ATTACHMENT B

**DIRECT LABOR COSTS
(Billing Rates)**

Hourly Billing Rates	
Staff	Rate
Partner – Vicki Hellenbrand	\$200
Partner – Nick Cavaliere	\$200
Senior – Carol Rosborg	\$102

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT Operations
ITEM A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc. at the February 15, 2018 DuPage Water Commission Meeting Resolution No. R-4-18	APPROVAL 
<p>Account No(s): Task Order No. 8 -- 01-60-722100 (Estimated at \$4,950.00)</p> <p>The Commission entered into a Master Contract with AECOM Technical Services, Inc., dated as of May 16, 2013, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-4-18 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 8: Hydraulic Modeling of Proposed DWC Pump # 10</p> <p>The DuPage Water Commission is adding a 10th pump to their main pumping station in Elmhurst, Illinois. However, the proposed pump needs to be sized.</p> <p>Therefore, the 10th pump will be added to the existing hydraulic model. The model will include all existing DWC customers, as well as the following new/potential customers:</p> <ol style="list-style-type: none"> 1. Village of Bartlett 2. Village of Oswego 3. United City of Yorkville <p>One model simulation run will be performed under 2050 maximum day demand conditions, which is estimated to be 185 MGD.</p> <p>A Written report will be provided with a summary of the modeling analysis and the recommended pump size.</p>	
MOTION: To adopt Resolution No. R-4-18	

Date: January 25, 2018

DUPAGE WATER COMMISSION

RESOLUTION NO. R-4-18

**A RESOLUTION APPROVING AND RATIFYING
CERTAIN TASK ORDERS UNDER A MASTER CONTRACT
WITH AECOM TECHNICAL SERVICES, INC. AT THE FEBRUARY 15 2018,
DUPAGE WATER COMMISSION MEETING**

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 entered into a contract with AECOM Technical Services, Inc. (the "Consultant"), dated as of May 16, 2013, 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 (the "Master Contract"); and

WHEREAS, the Master Contract sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and the Consultant; and

WHEREAS, the Consultant has approved the Task Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Orders");

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

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

Resolution No. R-4-18

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2018.

Chairman

ATTEST:

Clerk

EXHIBIT 1

TASK ORDER NO. 8

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services Owner and Consultant agree as follows:

1. **Project:**

Hydraulic Modeling of Proposed DWC Pump #10

2. **Services of Consultant:**

The DuPage Water Commission is adding a 10th pump to their main pumping station in Elmhurst, Illinois. However, the proposed pump needs to be sized.

Therefore, the 10th pump will be added to the existing hydraulic model. The model will include all existing DWC customers, as well as the following new/potential customers:

1. Village of Bartlett
2. Village of Oswego
3. United City of Yorkville

One model simulation run will be performed under 2050 maximum day demand conditions, which is estimated to be 185 MGD.

A letter report will be provided with a summary of the modeling analysis and the recommended pump size.

Notwithstanding anything hereunder or in the Agreement, Consultant shall provide its services in a manner consistent with a standard provided by similar professionals, in a similar location, at a similar time. It is also understood that Consultant shall not be responsible for any means, methods, techniques, sequences and safety related to construction.

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None.

4. **Commencement Date:**

As soon as notice to proceed is issued

5. **Completion Date:**

4 Weeks from Notice to Proceed.

6. **Submittal Schedule:**

None.

7. **Key Project Personnel:**

Michael Winegard, P.E.

Paul St. Aubyn, P.E.

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall be \$4,950.00. The contact price maybe adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

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.

10. **Modifications to Contract:**

None

11. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is _____, 2018.

DUPAGE WATER COMMISSION

By: _____
John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Terry McGhee

Title: Manager of Water Operations

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: mcghee@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

Consultant
By: _____

Name: Michael H. Winegard

Title: Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard

Title: Vice President

Address: 303 East Wacker Dr., Suite 1400, Chicago IL 60601

E-mail Address: mike.winegard@aecom.com

Phone: (312) 373-6631



**ATTACHMENT A-1 TO TASK 8
CONTRACT PRICE SCHEDULE**

**DUPAGE WATER COMMISSION
ESTIMATED NOT-TO-EXCEED FEE
HYDRAULIC MODELING OF PROPOSED DWC PUMP #10
PREPARED BY: AECOM TECHNICAL SERVICES, INC.
JANUARY, 2018**

Description	Proj. Mgr.	Proj. Eng.	Eng.			Total Hrs	Total Costs
Billing Rate	\$305	\$150	\$110				
Hydraulic Model		4	8			12	\$1,480
Letter Report	4	8	8			20	\$3,300
					TOTAL	32	\$4,780
Other Direct Costs							
Printing, Mail							\$170
Total Estimated Engineering Fee							\$4,950

DATE: January 25, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Approving and Authorizing the Execution of a Contract Extension for Electrical Supply Resolution No. R-5-18	APPROVAL	 
Account Number: 01-60-661201			
The Commission's current electric power supply agreement expires April 02, 2018.			
The Commission directed SPI Energy Group (SPI), its electric supply consultant to investigate possible cost saving by entering into a contract extension with Constellation New Energy. After closely following the market it was determined this was an opportune time to lock in a two-year extension which includes a total electrical cost of 3.268 cents per kWh and terminate on April 2, 2020. Over the term of this agreement the Commission can expect to see an estimated saving of \$100,000 per year from the prior agreement.			
Resolution No. R-5-18 would approve the form of a two-year contract extension between the Commission and Constellation New Energy.			
MOTION: To approve Resolution No. R-5-18.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-5-18

A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A NEW ELECTRICAL SUPPLY AGREEMENT EXTENSION

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's current electric power supply agreement expires on April 3, 2018; and

WHEREAS, the Commission consultant tracked the electrical market it was determined that the most favorable pricing would be through a two-year extension of the current contract with Constellation New Energy;

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

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

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized to extend the current electrical supply pricing agreement with Constellation New Energy for a two-year term ending on April 3, 2020.

SECTION THREE: The extension of the electrical supply pricing agreement between the Commission and Constellation New Energy shall be in the form of the

Resolution No. R-5-18

energy supplier's standard form of agreement attached hereto and by this reference incorporated herein and made a part hereof as Group Exhibit A.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2018.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-5-18 .doc

GROUP EXHIBIT A



Agreement is Not Valid Unless Executed by Seller

Constellation NewEnergy, Inc. Electricity Supply Agreement – Fixed Price Solutions

DUPAGE WATER COMMISSION ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Table with 2 columns: Cost Category and Status. Rows include Energy Costs (Fixed), Ancillary Services And Other ISO Costs (Fixed), Auction Revenue Rights Credits (Fixed), Capacity Costs (Passed Through), Transmission Costs (Fixed), Transmission Loss Credits (Fixed), Line Loss Costs (Fixed), FERC Order 745 Costs (Fixed), and Balancing Congestion Costs (Fixed).

The contract prices contained in the Account Schedule include credit costs and margin as well as Renewable Portfolio Standards Costs to be collected by Seller (50% commencing June 1, 2017, 25% commencing June 1, 2018, and 0% commencing June 1, 2019, to the extent such years overlap with the term of this Agreement). The Future Energy Jobs Bill (Illinois Public Act 099-0906) ordered the UDC, effective June 1, 2017, to begin collecting the remaining portions of the Renewable Portfolio Standards Costs. Any applicable RMR Costs are also included in the contract prices.

Except in the case of Transmission Costs, all other costs listed above as "Fixed" may be subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

FOR INTERNAL USE ONLY

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.005250/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("Seller Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: Seller Consolidated Billing. All amounts charged are due in full within forty (40) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St Suite 750, Houston, TX 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 646-779-2953, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 646-779-2953. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Commonwealth Edison	COMED	1-800-334-7661

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FOR INTERNAL USE ONLY

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: DuPage Water Commission

Signature: David T Donat 2018-01-22
David T. Donat 16:45-05:00

Printed Name: Vice President
Title:

Address: 1221 Lamar St. Suite 750
Houston, TX 77010
Attn: Contracts Administration

Fax: 888-829-8738
Phone: 646-779-2953

Signature: John Spatz

Printed Name: JOHN SPATZ
Title: GENERAL MANAGER
Date: 1-22-18

Address: 600 E BUTTERFIELD RD
ELMHURST, IL 60126-4642

Fax:
Phone:
Email:

FOR INTERNAL USE ONLY

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()

Sales Rep: Patrick A Livernois G198126.1074.0 Printed: 1/22/2018

us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
 - the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us
- ; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism, declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events

shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this

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Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests",

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ACCOUNT SCHEDULE:

For: DuPage Water Commission

The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on January 22, 2018

**We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices**

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.


No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
COMED	2937170004	600 Butterfield Rd, Elmhurst, IL 601264642	04/03/18	04/02/20	\$0.03268

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

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REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	<p>A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Strand Associates at the February 15, 2018 DuPage Water Commission Meeting</p> <p>Resolution No. R-7-18</p>	<p>APPROVAL</p> 	
<p>Account No(s): Task Order No. 2 -- 01-60-628000 (Not to Exceed \$7,000.00)</p> <p>The Commission entered into a Master Contract with Strand Associates, dated as of May 16, 2013, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-7-18 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 8: Assistance with development of a Request for Proposal (RFP) for the Design, Bidding-Related, and Construction-Related services for the Commission's SCADA System Replacement, Backhaul System, and Security Related Upgrades.</p> <p>The Commission is replacing it's SCADA System, Backhaul System, and incorporating Security Related Upgrades. The complex and unique nature of the project, coupled with the possibility for significant variability in the responses if clear and specific scope is not defined, has led the Owner to seek assistance in preparing the scope for the RFP.</p> <p>Therefore, the Consultant will:</p> <ul style="list-style-type: none"> • Develop general background criteria of the current SCADA system, • Meet with Owner to discuss the desired aspects of the new SCADA system, • Prepare the RFP scope of services to perform planning, obtain Owner input, and prepare planning reports for the SCADA design, • Prepare the RFP scope of services to develop Bidding Documents associated with the Owners direction resulting from review of the planning documents, • Provide a draft RFP for the Owners review and comment • Finalize the RFP and submit electronically to the Owner. <p>MOTION: To adopt Resolution No. R-7-18</p>			

Date: February 2, 2018

DuPAGE WATER COMMISSION

RESOLUTION NO. R-7-18

A RESOLUTION APPROVING AND RATIFYING
CERTAIN TASK ORDERS UNDER A MASTER CONTRACT
WITH STRAND ASSOCIATES AT THE FEBRUARY 15, 2018,
DuPAGE WATER COMMISSION MEETING

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 entered into a contract with Strand Associates (the "Consultant"), dated as of May 16, 2013, 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 (the "Master Contract"); and

WHEREAS, the Master Contract sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and the Consultant; and

WHEREAS, the Consultant has approved the Task Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Orders");

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2018.

Chairman

ATTEST:

Clerk

EXHIBIT 1

TASK ORDER NO. 2

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated July 31, 2013, Owner and Consultant agree as follows:

1. **Project:**

Assistance with development of a Request for Proposal (RFP) for the Design, Bidding-Related, and Construction-Related services for SCADA System Replacement.

2. **Services of Consultant:**

The Owner is rehabilitating and updating the SCADA system. The complex and unique nature of the project, coupled with the possibility for significant variability in the responses if clear and specific scope is not defined, has led the Owner to seek assistance in preparing the scope for the RFP.

Therefore, the Consultant will:

- Develop general background criteria of the current SCADA system,
- Meet with Owner to discuss the desired aspects of the new SCADA system,
- Prepare the RFP scope of services to perform planning, obtain Owner input, and prepare planning reports for the SCADA design,
- Prepare the RFP scope of services to develop Bidding Documents associated with the Owners direction resulting from review of the planning documents,
- Provide a draft RFP for the Owners review and comment
- Finalize the RFP and submit electronically to the Owner.

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None.

4. **Commencement Date:**

As soon as notice to proceed is issued

5. **Completion Date:**

Draft RFP submitted within 4 Weeks from Notice to Proceed. Final RFP submitted within 2 weeks from receipt of Owner comments on the draft RFP.

6. **Submittal Schedule:**

None.

7. **Key Project Personnel:**

Chris J. Ulm, P.E.

Brent M. Studnicka, P.E.

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall be \$6,300.00. The contract price may be adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

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.

10. **Modifications to Contract:**

None

11. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is _____, 2018.

DUPAGE WATER COMMISSION

By: _____
John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Terry McGhee

Title: Manager of Water Operations

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: mcghee@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

Consultant
By: _____

Name: Matthew S. Richards

Title: Corporate Secretary

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Chris J. Ulm, P.E.

Title: Senior Associate

Address: 1170 S. Houbolt Road, Joliet, IL 60431

E-mail Address: chris.ulm@strand.com

Phone: (815) 744-4200




**ATTACHMENT A-1 TO TASK 2
CONTRACT PRICE SCHEDULE**

**DUPAGE WATER COMMISSION
ESTIMATED NOT-TO-EXCEED FEE
PREPARATION OF RFP FOR SCADA SYSTEM UPGRADE
PREPARED BY: STRAND ASSOCIATES, INC. FEBRUARY 2018**

Description	Proj. Mgr.	Proj. Eng.	Admin			Total Hrs	Total Costs
Billing Rate	\$206	\$191	\$91				
RFP Preparation	6	20	8			34	5784
	1236	3820	728				
					TOTAL		5784
Other Direct Costs							525
Printing, Mail, Computer							
Total Estimated Engineering Fee							6309

DATE: February 6, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION New Business	ORIGINATING DEPARTMENT Instrumentation / Remote Facilities
ITEM To Authorize Approval of Requisition No. 51583 to Morrow Brothers Ford for The Purchase of One Ford F-150 XL Super Cab Pickup Truck in The Amount of \$28,310.00	APPROVAL   
<p>Account No. 01-60-686000 (\$28,310.00)</p> <p>The FY2017/2018 Annual Budget includes an amount of \$35,000.00 for the purchase of one Ford F-150 XL Super Cab Pickup Truck. This vehicle is intended to replace the oldest service truck in the department, a 2004 Ford F350 that the Field Coordinator / Meter Technician uses. The F-150 is better suited for that position. The 2004 Ford F350 is still in decent condition and will be maintained as an extra vehicle for when a team of field technicians need to work independently or when a vehicle is in for repair.</p> <p>Through the Illinois Department of Central Management Services – Joint Purchasing Program Morrow Brothers Ford can provide a 2018 Ford F-150 XL Super Cab Pickup Truck under the Illinois State Contract # 4018488 at a cost less than local Ford Dealers can provide.</p>	
MOTION: To authorize approval of requisition No. 51583 in the amount of \$28,310.00 to Morrow Brothers Ford.	



Purchase Requisition

Purchase Requisition 51583 [2018 Ford F150 XL Super Cab, 4x4, 8' Bed Pickup Truck for IRF] **Requisition Date** 02/05/2018
Date Approved
Status ARR [Accounting Review]
For Store DPS [DuPage Pumping Station]
Originator 401-0027 [JOHN SCHORI]

Parts

Line	Part	Due date	Quantity Assigned Qty	UOM	Condition	Unit Price	Total
1	N17015 2018 Ford F150 XL Super Cab, 4x4, 8' Bed Pickup Truck for IRF	02/05/2018	1 0	EA		28,310.00	28,310.00 USD

From Supplier MORROWBROTHERS [Morrow Brothers Ford]
Work Order - Activity
RFQ
Quotation
Quotation Line
Manufacturer
Manufacturer Part No.

Comments

Total 28,310.00 USD

Approver

Comments

Date

Requisition Comments

JOHN [02/05/2018 07:56]:

New vehicle for Meter Shop use. 2004 F350 is still in decent condition to be saved as an extra vehicle for use Budgeted line item. State of Illinois purchasing contract #4018488

A recommendation to approve this requisition will be brought before the Board at the February 2018 Commission meeting as an RFBA agenda item.



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager
FROM: Cheryl Peterson, Financial Administrator *CP*
DATE: February 6, 2018
SUBJECT: Accounts Payable Listings *JS*

Following is a summary of the Accounts Payable to be considered at the February 15, 2018 Commission meeting:

January 10, 2017 to February 6, 2018 A/P Report	\$8,637,193.69
Accrued and estimated payments required before March 2018 Commission meeting	<u>823,925.00</u>
Total	<u>\$9,461,118.69</u>

cc: Chairman and Commissioners

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 3-15-18
Board Meeting Date: February 15, 2018

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
52,000.00	Blue Cross Blue Shield - Health Insurance			
6,000.00	Euclid Managers - Dental Insurance			
10,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
300.00	Healthiest You			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
35,000.00	City of Chicago - Lexington Labor Costs			
21,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
250.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
5,000.00	Procurement Card Charges			
200.00	Anderson - Pest Control			
400.00	Republic Services - Disposal Services			
200.00	Elecsys - Cell Data Services			
1,500.00	Konica Minolta - Copy and Lease Charges			
525.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
300.00	Network Fleet - Diagnostics			
1,700.00	William Fates - Treasurer			
5,000.00	Baker Tilly			
15,000.00	Schirott, Luetkehans & Garner, LLC			
1,500.00	Rory Group			
6,000.00	John J. Millner & Assoc			
7,000.00	IT Savvy - Network Support			
200.00	Edward Coughlin/Ken Lafin - Security			
600.00	Red Wing - Uniforms			
300.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
15,000.00	Arthur J. Gallagher - Public Officials Bonds			
100.00	Aramark - Supplies			
800.00	CDW - Windows Licenses			

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 3-15-18
Board Meeting Date: February 15, 2018**

300.00 Core & Main - Meter Station Supplies
5,000.00 Core & Main - Pipeline Supplies
8,000.00 Eco Promotional - Water Conservation Products
50.00 Elmhurst Standard Plaza - Vehicle Repairs
1,500.00 F.E. Moran - Backflow Testing
400.00 Five Star - Gas Monitor Calibration
10,500.00 Hach - Monthly Chemicals and Service
28,500.00 Insight Public Sector - Host Servers
5,000.00 IT Savvy - Cloud Security
200.00 ISAWWA - Training
3,000.00 Lynde De-Chlor - De-Chlorination
500.00 Office Depot - Office Supplies
100.00 Paddock Publications - Legal Notice
3,000.00 Save-A-Life - Training
900.00 Site One - Salt for Grounds
700.00 Specialty Mat - Mat Cleaning
500.00 Staples - Office Supplies
300.00 Stonkus Hydraulic - Bypass Valve
1,700.00 The Flolo Corporation - Training
100.00 Total Fire & Safety - Fire Extinguisher
2,600.00 Val-matic - Plug Valve
30,000.00 Morrow Brothers - Ford F150 Truck

823,925.00



DuPage Water Commission

Board Open Payable Report

As Of 02/06/2018

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Payable Count	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE					
Vendor: 1877 100992/57	ADVOCO Infor Conference 2018	01/31/2018	1,195.00	Payable Count: (1)	1,195.00 1,195.00
Vendor: 1663 2000009368	AECOM Transmission Main to Serve Bartlett	01/31/2018	14,034.29	Payable Count: (1)	14,034.29 14,034.29
Vendor: 1566 5292	ALLIANCE FOR WATER EFFICIENCY Membership Dues 2018	01/31/2018	2,250.00	Payable Count: (1)	2,250.00 2,250.00
Vendor: 2006 INV0002465	BARKER LEMAR COMPANINES UST Education Training Class for Operators	01/31/2018	750.00	Payable Count: (1)	750.00 750.00
Vendor: 1692 29451	BRIDGEPOINT TECHNOLOGIES Hosting Services February 2018	02/05/2018	45.00	Payable Count: (1)	45.00 45.00
Vendor: 1135 INV0002484	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: January 2018	01/31/2018	8,506,425.84	Payable Count: (1)	8,506,425.84 8,506,425.84
Vendor: 2003 6739	ECO CLEAN MAINTENANCE, INC. JANITORIAL SERVICE: January 2018	01/31/2018	1,552.98	Payable Count: (1)	1,552.98 1,552.98
Vendor: 1097 42142 42156 42169 42174	ELMHURST PLAZA STANDARD INC. Vehicle Maint: M63637 Vehicle Maint: M153835 Vehicle Maint: M166601 Vehicle Repairs: M176151	01/31/2018 01/31/2018 02/05/2018 02/06/2018	777.23 126.50 147.23 64.94	Payable Count: (4)	1,115.90 777.23 126.50 147.23 64.94
Vendor: 1068 10794560 10799685	HACH COMPANY Monthly Chemicals Monthly Chemicals	01/31/2018 01/31/2018	407.00 320.89	Payable Count: (2)	727.89 407.00 320.89
Vendor: 2072 INV0002487	ILLINOIS EPA Air Pollution Control 2018 fee	01/31/2018	2,150.00	Payable Count: (1)	2,150.00 2,150.00
Vendor: 1518 9589132	Illinois Office of the State Fire Marshal Pressure Vessel Regulatory Testing	01/31/2018	280.00	Payable Count: (1)	280.00 280.00
Vendor: 1152 1100578295	INSIGHT PUBLIC SECTOR Replace 2 host servers for virtual cluster	01/31/2018	557.26	Payable Count: (1)	557.26 557.26
Vendor: 1904 01005648 01007448 01008700 05027742	IT SAVVY LLC VMware support renewal 4 years Helix Cloud EP Security Unitrends Backup with cloud retention IT Network Support	01/31/2018 01/31/2018 01/31/2018 02/05/2018	3,885.27 4,077.50 33,388.87 6,797.00	Payable Count: (4)	48,148.64 3,885.27 4,077.50 33,388.87 6,797.00
Vendor: 1032 2018-0459-01	JULIE, INC. UTILITY LOCATES: January-March 2018	01/23/2018	15,688.46	Payable Count: (1)	15,688.46 15,688.46
Vendor: 1077 MLC-2018-111	MAPLOGIC CORPORATION Layout Manager 2018	01/31/2018	250.00	Payable Count: (1)	250.00 250.00
Vendor: 1775 97965	MCWILLIAMS ELECTRIC COMPANY, INC QRE-7.016	01/31/2018	19,519.62	Payable Count: (1)	19,519.62 19,519.62
Vendor: 1207 00000000	NAFISCO, INC. Traffic cones	02/06/2018	356.40	Payable Count: (1)	356.40 356.40

Board Open Payable Report

As Of 02/06/2018

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 1858	NATIONAL LIFT TRUCK, INC.			Payable Count: (2)	416.03
IV180110596	Annual lift truck inspections	01/31/2018	251.98		251.98
IV180110597	Annual lift truck inspections	01/31/2018	164.05		164.05
Vendor: 1203	NATIONAL SAFETY COUNCIL			Payable Count: (1)	395.00
INV0002462	2018 Membership Renewal #797145	01/23/2018	395.00		395.00
Vendor: 1664	PROGRAM ONE PROFESSIONAL BUILDING SERVICES			Payable Count: (1)	810.01
109389	Window Cleaning January 2018	01/31/2018	810.01		810.01
Vendor: 2059	REACH HR Consulting, LLC			Payable Count: (1)	7,100.00
201820	Employee Training	01/31/2018	7,100.00		7,100.00
Vendor: 1950	RORY GROUP, LLC.			Payable Count: (1)	1,500.00
2657-6	CONSULTING FEE: February 2018	02/05/2018	1,500.00		1,500.00
Vendor: 2187	Schrott, Luetkehans & Garner, LLC			Payable Count: (2)	3,212.70
INV0002493	Legal Services: December 2017	01/31/2018	1,210.90		1,210.90
INV0002494	Legal Services: January 2018	01/31/2018	2,001.80		2,001.80
Vendor: 1121	SPI ENERGY GROUP			Payable Count: (1)	3,250.00
INV0002495	Consulting D-001-009	01/31/2018	3,250.00		3,250.00
Vendor: 1223	SUBURBAN LABORATORIES, INC.			Payable Count: (1)	459.50
152311	BAC-T Sample Analysis	01/31/2018	459.50		459.50
Vendor: 1814	THE FLOLO CORPORATION			Payable Count: (1)	150.00
MD022718-05	Training: Arredondo	02/05/2018	150.00		150.00
Vendor: 1080	TYLER TECHNOLOGIES, INC			Payable Count: (1)	651.75
025-212207	Incode Maintenance 3/1/18-2/28/19	02/05/2018	651.75		651.75
Vendor: 1427	VILLA PARK ELECTRICAL SUPPLY CO., INC.			Payable Count: (7)	642.75
121247-00	Uniforms	02/05/2018	49.00		49.00
121955-00	Uniforms	02/05/2018	292.50		292.50
121956-00	Uniforms	02/05/2018	58.50		58.50
121956-01	Uniforms	02/05/2018	67.25		67.25
121957-00	Uniforms	02/05/2018	58.50		58.50
121957-01	Uniforms	02/05/2018	58.50		58.50
121959-00	Uniforms	02/05/2018	58.50		58.50
Vendor: 1154	WESCO ENGLEWOOD ELECTRIC			Payable Count: (1)	1,892.00
678695	Service call to TS1	01/31/2018	1,892.00		1,892.00
Vendor: 2096	William A. Fates			Payable Count: (1)	1,666.67
INV0002496	Service as Treasurer: February 2018	02/05/2018	1,666.67		1,666.67
Payable Account 01-211000				Payable Count: (45)	Total: 8,637,193.69

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	45	8,637,193.69
Report Total:	45	8,637,193.69

Payable Fund Summary


Fund	Count	Amount
01 - WATER FUND	45	8,637,193.69
Report Total:	45	8,637,193.69



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz
General Manager 

DATE: February 8, 2018

SUBJECT: January 2018 Invoice

I reviewed the Schirott, Luetkehans & Garner LLC January 2018 invoice for services rendered during the period January 1, 2018 – January 31, 2018 and recommend it for approval. This invoice should be placed on the February 15, 2018 Commission meeting accounts payable.

January 2018

Schirott, Luetkehans & Garner

CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$3,180.00	15.9	\$200.00	Luetkehans (12.4 @ \$200/hr.) Garner (0 @ \$200/hr.) Armstrong (3.5 @ \$200/hr.)	various (meetings, review agreements, correspondence, contracts, Board material, and attend January Board meeting)
Misc:	<u>\$32.70</u>				
	<u>\$3,212.70</u>	<u>15.9</u>	<u>\$200.00</u>		