



AGENDA – Administration Committee

Thursday, March 21, 2024

6:15 PM

- I. Roll Call
- II. Approval of the February 15, 2024 Administration Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of February 15, 2024 Administration Committee Meeting of the DuPage Water Commission.

- III. Ordinance O-1-24: Recommendation to Consider and Approve the Amended and Restated DuPage Water Commission By-laws
- IV. Request for Board Action: To Authorize a Consulting Agreement with John J. Millner and Associates, Inc., in an amount not to exceed \$40,000.
- V. Request for Board Action: Approval of Professional Development Travel and Expenses
- VI. Resolution No. R-28-24: A Resolution Amending and Restating the Personnel Manual
- VII. Resolution No. R-30-24: A Resolution Approving a second escrow Intergovernmental Agreement for WaterLink Phase II Engineering
- VIII. Old Business
- IX. New Business
- X. Other
- XI. Adjournment

Minutes of a Meeting
of the

ADMINISTRATION COMMITTEE

DuPage Water Commission
600 E. Butterfield Road, Elmhurst, Illinois

February 15, 2024

- I. Commissioner Healy called the meeting to order 5:44 at PM.

Commissioners in attendance: N. Cuzzone, J. Healy, J. Zay

Commissioners absent: K. Rush, D. Van Vooren

Also in attendance: D. Mundall, Mara Georges, Georges & Synowiecki Ltd.

- II. Commissioner Cuzzone moved to approve the Minutes of the January 18, 2024 Administration Committee Meeting, seconded by Chairman Zay, unanimously approved by a voice vote. All aye, motion carried.
- III. Commissioner Cuzzone moved to approve Ordinance O-1-24, the recommendation to Approve the Amended and Restated DuPage Water Commission By-laws (Second Reading), seconded by Chairman Zay. Commissioner Cuzzone asked for clarification on the removal of “and consent” of the Board of Commissioners regarding the appointment of the Commission Chairman, Section 2A. Chairman Zay offered clarification that this was modified to align with State Statute. Unanimously approved by a voice vote, all aye, motion carried.
- IV. Commissioner Cuzzone made a motion to approve Resolution No. R-11-24, a Resolution notifying Chicago of the 17-year renewal of the Water Purchase Contract between the DuPage Water Commission and the City of Chicago, seconded by Chairman Zay. All aye, motion carried.
- V. Commissioner Cuzzone made a motion to approve Resolution No. R-16-24, a Resolution Authorizing the Approval of an Addendum to the Water Purchase and Sales Agreement with Aqua Illinois, Inc., seconded by Chairman Zay. Unanimously approved by a voice vote, all aye, motion carried.
- VI. Commissioner Cuzzone made a motion to approve Resolution No. R-17-24, a Resolution Authorizing the Approval and execution of Wheeling Agreements between Illinois American Water Company, the DuPage Water Commission, and six Contract Customers. Seconded by Commissioner Cuzzone unanimously approved by a voice vote. All aye, motion carried.

VII. Old Business

No Old Business was offered.

VIII. New Business

No New Business was offered.

IX. Other

X. Adjournment

Commissioner Healy moved to adjourn the meeting at 5:47 PM, seconded by Commissioner Cuzzone, unanimously approved by a voice vote. All aye, motion carried. Meeting adjourned.



Ordinance #: O-01-24

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2024

Description: **Recommendation to Consider Ordinance O-01-24; Amended and Restated DuPage Water Commission By-laws**

Agenda Section: Administration Committee

Originating Department: Administration

DWC staff and legal counsel have reviewed the current bylaws including any previous amendments and have made updates which are illustrated in the attached documents. While the Bylaws remain very similar to the previous document, some changes have been proposed for the purposes of clarity, to better document current Commission practices/procedures, and to maintain continuity with the new Water Purchase and Sale contract.

The document was presented to the Administration Committee on 1/18/2024 and the Board of Commissioners on 2/15/2024 in accordance with Article XII, Section 2 of the current By-Laws. At the 2/15/2024 Commission meeting, a discussion took place which resulted in a request for modifications and reconsideration at the 3/21/2024 Commission Meeting. DWC Legal Counsel has made the requested changes (indicated in yellow highlight), and three documents are hereby submitted for consideration and a motion for approval.

Exhibit A: Redline By-Laws with February changes highlighted in yellow

Exhibit B: Clean version of Exhibit A

Exhibit C: Alternative language for Section #7

Recommended Motion:

Consider and Approve the Amended and Restated DuPage Water Commission By-laws.

DUPAGE WATER COMMISSION

ORDINANCE NO. O-01-24

AN ORDINANCE APPROVING AMENDMENTS TO THE DUPAGE WATER COMMISSION BYLAWS

WHEREAS, the DuPage Water Commission (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 previously adopted Bylaws for the management and operation of the Commission, which Bylaws have been amended from time to time;

WHEREAS, the Commission has determined that the Bylaws should be amended;

WHEREAS, the Commission conducted a first reading of the amended Bylaws on January 18, 2024 and a second reading on February 15, 2024; and

WHEREAS, the Commission deems it to be in the best interests of the Commission to approve the amended Bylaws.

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

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

SECTION TWO: The Amended and Restated Bylaws of the DuPage Water Commission attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and hereby are approved and ratified.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2024.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Ordinances/2024/O-01-24

EXHIBIT 1

DuPage Water Commission
By-Laws

AMENDED AND
RESTATED BY-LAWS OF
THE DuPAGE WATER COMMISSION

ARTICLE I

GENERAL PROVISIONS

Section 1: General Purpose. The general purpose of the Commission is to provide a sufficient and economic source and supply of water to the DuPage County area by various means, including the development and operation of a water supply system to acquire and distribute water from Lake Michigan to its [Charter-Contract](#) Customers and other customers having an allocation pursuant to the Level of Lake Michigan Act, as amended from time to time, and orders of the State of Illinois Department of Natural Resources, Office of Water Resources, ~~the successor to the responsibilities of the State of Illinois Department of Transportation, Division of Water Resources~~. The general purpose of these By-Laws is to establish the rules of proceeding of the Commission.

Section 2: Corporate Authority. The Board of Commissioners shall be the corporate authority of the Commission and shall have the power to pass and enforce all necessary ordinances, resolutions, rules, regulations and administrative orders for the conduct of business and management of property of the Commission.

ARTICLE II

COMMISSION AND COMMISSIONERS

Section 1: Composition. The corporate authority of the Commission shall consist of a Board of Commissioners, [who shall](#) ~~to~~ be appointed [in compliance with Water Commission Act of 1985, 70 ILCS 3720/0.001 et seq. \(hereinafter referred to as the "Act"\)](#), ~~as follows:~~

a. ~~One Commissioner, who shall serve as Chairman, shall be appointed by the Chairman of the DuPage County Board with the advice and consent of the DuPage County Board and with the advice and consent of the Board of Commissioners.~~

b. ~~One Commissioner from each county board district of DuPage County shall be appointed by the Chairman of the DuPage County Board with the advice and consent of the DuPage County Board.~~

c. ~~One Commissioner from each county board district of DuPage County shall be appointed by the majority vote of the mayors of the municipalities within said district which constitute "included" units as defined in the Act, which have the majority of their residents within said district, and which have not switched their status from being an included unit to an excluded unit as provided in the Act.~~

Section 2: Duties. The Commissioners shall perform those duties prescribed by the ~~Water Commission Act of 1985, 70 ILCS 3720/0.001 et seq. (hereinafter referred to as the "Act"),~~ and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq. (hereinafter referred to as the "Water Commission Statute") and such other duties as may from time to time be provided for by law or by the Commission.

Section 3: Length of Term. ~~Except for the terms of the Commissioners initially appointed and qualified under the Act after its amendment by Public Act 96-1389,~~ Commissioners shall serve for a term of six years, unless a different term is required under the Act, or until their successors have been appointed and have qualified in the same manner as the original appointment was made. ~~The terms of the Commissioners initially appointed and qualified under the Act after its amendment by Public Act 96-1389 shall be set and staggered in accordance with the Act without the possibility of holding over.~~ A Commissioner shall be eligible for reappointment upon the expiration of a term. A

Commissioner may be a member of the governing board or an officer or employee of DuPage County or any unit of local government within DuPage County.

Section 4: Vacancy. A vacancy in the office of a Commissioner shall be filled for the balance of the unexpired term by appointment and qualification as to residency in the same manner as the original appointment was made.

Section 5: Removal. Any Commissioner may be removed by the appointing authority for any cause for which any other county or municipal officer may be removed. Removal shall be effected in the same manner as the initial appointment of the Commissioner in question.

Section 6: Bond. Each Commissioner shall furnish such bonds as may be required by law for the faithful performance of that Commissioner's official duties. The cost of such bonds shall be paid by the Commission.

Section 7: Compensation. Each Commissioner who is not a member of the governing board or an officer or employee of a unit of local government within DuPage County shall receive the maximum amount provided for in the Act as compensation for his or her services as a Commissioner. In addition, each Commissioner may be reimbursed for actual expenses incurred in connection with Commission business.

ARTICLE III

OFFICERS OF THE COMMISSION

Section 1: Generally. The Officers of the Commission shall be the Chair~~man~~, the Vice-Chair~~man~~, the Chair~~man~~ Pro-Tem, the Treasurer, the Clerk, the General Manager and the Financial Administrator.

Section 2: Chair~~man~~.

- a. Appointment. The Chair~~man~~ shall be appointed by the Chair~~man~~ of the DuPage County Board ~~(the "County Chair")~~ with the advice and consent of the DuPage County Board and with the advice ~~and consent~~ of the Board of Commissioners.
- b. Powers and Duties. The Chair~~man~~ shall:
 - (i) perform those duties prescribed by law or by the Commission, and all duties incident to the office of Chair~~man~~ of the Commission;
 - (ii) preside at all meetings of the Commission;
 - (iii) appoint the Treasurer with the advice and consent of the DuPage County Board and with the advice and consent of the other Commissioners by a majority affirmative vote as set forth in Section 5.a. of this Article, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act;
 - (iv) appoint the Clerk pursuant to the recommendation of the General Manager and with the advice and consent of the other Commissioners;

- (v) appoint all committees, committee chair~~man~~ and task force members with the advice and consent of the other Commissioners;
- (vi) sign all ordinances, resolutions and other documents duly authorized to be signed on behalf of the Commission and required to be signed by the Chair~~man~~ of the Commission;
- (vii) assign duties to officers, committees and task forces of the Commission with the advice and consent of the other Commissioners; and
- (viii) Have the power to vote in the same manner as the other Commissioners.

The Chair~~man~~'s vote and presence shall be, and be counted as, that of a Commissioner for all purposes under these By-Laws.

Section 3: Vice-Chair~~man~~. The Vice-Chair~~man~~ shall be one of the Commissioners appointed by the DuPage County mayors as provided in the Act, and shall be appointed to such office by a majority vote of all of the Commissioners appointed by the DuPage County mayors as provided in the Act. The Vice-Chair~~man~~ shall serve until the end of his or her term ~~the second fiscal year after appointment~~ or until a successor is appointed. The Vice-Chair~~man~~ shall be eligible for reappointment upon the expiration of a term. The Vice-Chair~~man~~ shall be assigned such duties as the Chair~~man~~ deems appropriate. In the event of the Chair~~man~~'s absence or inability to act, the Vice-Chair~~man~~ shall, during such absence or inability to act, or until such time as a new Chair~~man~~ is appointed by the County Chair~~man~~ of the DuPage County Board with the advice and consent of the DuPage County Board and

advice of the Board of Commissioners, perform all duties and exercise all powers within the normal purview of the Chair~~man~~, including execution of ordinances, resolutions and other documents.

Section 4: Chair~~man~~ Pro-Tem. In the event of the temporary absence or inability of both the Chair~~man~~ and the Vice-Chair~~man~~ to perform the duties of Chair~~man~~ at a Commission meeting, the Commissioners shall elect from their number in attendance a Chair~~man~~ Pro-Tem to serve as Chair~~man~~ of said meeting and to perform the duties and exercise the powers of Chair~~man~~ at the meeting, including execution of ordinances, resolutions and other documents approved or authorized by the Commission at said meeting.

Section 5: Treasurer.

- a. Appointment. The Treasurer shall be appointed by the Chair~~man~~ with the advice and consent of the DuPage County Board and with the advice and consent of the other Commissioners by a majority affirmative vote, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act. The Treasurer shall be appointed solely on the basis of demonstrated financial background and experience to monitor and report on Commission financial matters and budgeting with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. The Treasurer need not be a Commissioner. The Treasurer shall serve

at the pleasure of the Commission, and may be removed without cause by the Chairman with the advice and consent of the other Commissioners. The Treasurer, if not a Commissioner, shall be given notice of all meetings of the Commission and shall have the right to take part in the discussion of matters before the Commission.

b. Duties. The Treasurer shall:

- (i) perform or cause to be performed those duties prescribed by law or by the Commission;
- (ii) have principal responsibility for the oversight of and advise the Finance Committee and the Board of Commissioners regarding:
 - (a) the receipt, deposit and disbursement of monies;
 - (b) the Commission's investment practices, paying particular attention to safety of principal and compliance with existing bond ordinances;
 - (c) the Commission's accounting and control systems and whether or not they are consistent with generally accepted accounting principles;
 - (d) relationships with the financial community; and
 - (e) overall treasury and cash management objectives of the Commission;
- (iii) review financial procedures and practices employed by the Financial Administrator and the General Manager, including the deposit of funds, the making of

disbursements, the maintenance of a check register, the reconciliation of bank statements, the segregation of financial duties, the restriction of access to the established accounting and general ledger systems and the overseeing of the annual audit, and advise the Finance Committee and the Board of Commissioners on the efficiency of such procedures and practices;

- (iv) require the Financial Administrator and the General Manager to document and comply with standard accounting policies, procedures and controls to ensure accurate reporting to the Finance Committee and the Board of Commissioners and to identify improper or unnecessary expenditures, budgetary errors or accounting irregularities;
- (v) review and approve the Financial Administrator's review and approval of manual journal entries and supporting documentation;
- (vi) review and approve monthly bank reconciliations and general account reconciliations;
- (vii) report to the Finance Committee and the Board of Commissioners any improper or unnecessary expenditures, budgetary errors or accounting irregularities;

- (viii) require the Financial Administrator and the General Manager to provide to the Finance Committee and the Board of Commissioners monthly reports regarding the Commission's cash and investment position, including whether the Commission has sufficient cash and investments to pay its debt service, operating expenses, and capital expenditures and to maintain required reserve levels, the required funding levels for restricted funds, the unrestricted cash and investment balances with comparisons to unrestricted reserves, and the type and performance of the Commission's investments and whether those investments are in compliance with the Commission's investment policies;
- (ix) require the Financial Administrator and the General Manager to provide to the Finance Committee and the Board of Commissioners detailed information concerning the Commission's operating performance, including the budgeted and actual monthly amounts for water sales, water costs and other operating expenses;
- (x) require the Financial Administrator and the General Manager to closely monitor and provide to the Finance Committee and the Board of Commissioners detailed information concerning the progress of construction and

other capital projects, including whether the percentage of completion and costs incurred are timely;

- (xi) require the Financial Administrator and the General Manager to provide monthly to the Finance Committee monthly bank reconciliations and general account reconciliations and to provide full and timely reports documenting any GAAP analysis or communications with GASB;
- (xii) require such other reports or information from the Financial Administrator or General Manager as may be necessary to perform the duties hereinabove set forth; and
- (xiii) furnish such bonds as may be required by law or the Commission for the faithful performance of the Treasurer's official duties. The cost of such bonds shall be paid by the Commission.

Section 6: Clerk.

- a. Appointment. The General Manager shall recommend to the Board of Commissioners persons, who need not be Commissioners, for appointment to the office of Clerk. The Clerk shall be appointed by the Chairman with the advice and consent of the other Commissioners. The Clerk shall serve at the pleasure of the Commission, and may be removed without cause by the Chairman with the advice and consent of the other Commissioners.

- b. Duties. The Clerk shall:
- (i) perform or cause to be performed those duties prescribed by law or by the Commission;
 - (ii) attest the validity of each ordinance, resolution, contract or other document adopted, entered into or maintained as a record by the Commission;
 - (iii) have principal responsibility for the oversight of and advise the Board of Commissioners regarding:
 - (a) compliance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*); and
 - (b) Compliance with the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*);
 - (iv) review the recordkeeping procedures employed by the General Manager to assure that the vote of each Commissioner on each ordinance, resolution, motion or other proposition brought to a vote is duly recorded and that a permanent record of the minutes of each Commission meeting is recorded, approved and maintained;
 - (v) require such reports or other information from the Administrative Staff as may be necessary to perform the duties hereinabove set forth; and
 - (vi) furnish such bonds as may be required by law or the Commission for the faithful performance of the Clerk's

official duties. The cost of such bonds shall be paid by the Commission.

Section 7: General Manager.

- a. Appointment: The General Manager shall be appointed by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the ~~County Chairman of the DuPage County Board~~ and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act, and with the advice and consent of the DuPage County Board. The General Manager shall be appointed for an indefinite term and solely on the basis of demonstrated executive and administrative qualifications with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. No Commissioner shall receive an appointment as General Manager during their term of appointment as Commissioner or within one year after the expiration of such term. The General Manager shall serve at the pleasure of the Commission, and may be removed without cause by the ~~Chairman~~ with the advice and consent of the other Commissioners. The General Manager may demand a written statement of the reasons for any such removal, which shall be furnished within twenty days after the filing of such request. The action of the ~~Chairman~~ in removing the General Manager shall be final.

b. Duties. The General Manager shall be the chief administrative officer of the Commission and shall be responsible for the efficient administration and management of Commission affairs. The duties of the General Manager shall include, but are not necessarily limited to, the following:

- (i) administrative responsibility for the organization, acquisition, construction, operation and maintenance of the water supply system of the Commission;
- (ii) enforcing the ordinances of the Commission;
- (iii) supervising all ~~employees~~Administrative Staff and consultants of the Commission;
- (iv) hiring and discharging all personnel to fill positions or vacancies on the Commission's Administrative Staff, including professional staff as employees of the Commission (other than those positions appointed by the Chair and/or the CommissionersLegal Counsel), and discharging or retiring such employees in accordance with administrative rules and procedures established by the Commission;
- (v) preparing an agenda for each Commission meeting in advance for general distribution;
- (vi) attending all Commission meetings unless excused therefrom;

- (vii) attending any Commission committee meeting at which his or her attendance has been requested;
- (viii) attending relevant meetings of the Commission's [CharterContract](#) Customers when so requested;
- (ix) recommending policies, plans and procedures for the organization, construction, acquisition, operation and maintenance of the water supply system of the Commission;
- (x) purchasing materials and services and approving change orders according to administrative rules and procedures established in Article VIII hereof;
- (xi) overseeing the preparation of all checks and requiring and overseeing the maintenance of a check register;
- (xii) requiring and overseeing the preparation of a monthly statement of receipts and disbursements;
- (xiii) requiring and overseeing the reconciliation of bank statements on a monthly basis;
- (xiv) overseeing the preparation of an annual audit;
- (xv) preparing an annual budget;
- (xvi) requiring and overseeing the maintenance of a central file of all correspondence and other documents and materials pertaining to the affairs of the Commission;
- (xvii) preparing and presenting to the Commission for consideration and approval such administrative rules,

procedures and orders as may be deemed necessary and appropriate;

- (xviii) representing the Commission before conferences, professional associations or relevant public hearings ~~when requested by the Commission to do so;~~
- (xix) executing all contracts and other agreements and documents duly authorized to be signed on behalf of the Commission, except such contracts and other agreements and documents as may be required to be signed by the Chairman or some other officer of the Commission; and
- (xx) assigning such duties as may properly be delegated to the Financial Administrator or other Administrative Staff.

Section 8: Financial Administrator.

- a. Appointment. The Financial Administrator shall be appointed by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the ~~County Chairman of the DuPage County Board~~ and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act, and with the advice and consent of the DuPage County Board. The Financial Administrator shall be appointed for an indefinite term and solely on the basis of demonstrated financial background and experience to monitor and report on Commission financial matters and budgeting with special

weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. The Financial Administrator shall be hired by and report to the General Manager. The Financial Administrator shall serve at the pleasure of the Commission, and may be removed without cause by the General Manager. The action of the General Manager in removing the Financial Administrator shall be final.

b. Duties. The Financial Administrator shall be the Finance Director referred to in the Act and the chief administrative financial officer of the Commission. The Financial Administrator shall be responsible for the efficient administration of the Commission's financial activities including, without limitation, financial reporting, investments, budgeting, insurance, purchasing, and human resources. The Financial Administrator shall:

- (i) perform or cause to be performed those duties prescribed by law or by the Commission including, without limitation, those duties prescribed by the Act to be performed by the Finance Director;
- (ii) perform or cause to be performed those duties assigned by the General Manager;
- (iii) establish and then comply with the established financial procedures and practices, including the deposit of funds, the making of disbursements, the maintenance of a check register, the reconciliation of bank statements, the

segregation of financial duties, the restriction of access to the established accounting and general ledger systems and the management of the annual audit;

- (iv) document and comply with standard accounting policies, procedures and controls to ensure accurate reporting to the Finance Committee and the Board of Commissioners and to identify improper or unnecessary expenditures, budgetary errors or accounting irregularities;
- (v) review and approve manual journal entries and supporting documentation;
- (vi) review and approve monthly bank reconciliations and general account reconciliations;
- (vii) report to the General Manager, the Treasurer, the Finance Committee and the Board of Commissioners any improper or unnecessary expenditures, budgetary errors or accounting irregularities;
- (viii) provide to the Finance Committee and the Board of Commissioners monthly reports regarding the Commission's cash and investment position, including whether the Commission has sufficient cash and investments to pay its debt service, operating expenses and capital expenditures and to maintain required reserve levels, the required funding levels for restricted funds, the unrestricted cash and investment balances with

comparisons to unrestricted reserves, and the type and performance of the Commission's investments and whether those investments are in compliance with the Commission's investment policies;

- (ix) provide to the Finance Committee and the Board of Commissioners detailed information concerning the Commission's operating performance, including the budgeted and actual monthly amounts for water sales, water costs and other operating expenses;
- (x) closely monitor and provide to the Finance Committee and the Board of Commissioners detailed information concerning the progress of construction and other capital projects, including whether the percentage of completion and costs incurred are timely;
- (xi) provide monthly to the Treasurer and the Finance Committee monthly bank reconciliations and general account reconciliations and provide full and timely reports documenting any GAAP analysis or communications with GASB;
- (xii) restrict access to established accounting systems and general ledger systems and segregate the financial duties performed by Administrative Staff so that no single person has sole access and control over the accounting system or the general ledger system;

- (xiii) monitor and facilitate the acquisition of fidelity bonds, liability and property insurance and group health coverage;
- (xiv) report, and monitor processing of, liability claims;
- (xv) verify that requisitions, purchase orders and payment requests are in line with budget and contract approvals; and
- (xvi) administer Commission personnel programs and practices particularly as they relate to labor relations, employee benefits, retirement plan administration and pension and insurance benefits.

Section 9: Vacancy. In the event of a vacancy in office, for whatever reason, such vacancy shall be filled according to the same procedure used for the initial election or appointment.

ARTICLE IV

ADMINISTRATIVE STAFF OF THE COMMISSION

Section 1: Administrative Staff. The Administrative Staff shall consist of the General Manager, the Financial Administrator and such other supervisory, [professional,](#) administrative and operating personnel as may from time to time be employed or retained by the Commission. The Administrative Staff shall be under the direction of the General Manager.

Section 2: Absence or Inability; Incapacity. In the event of the General Manager's temporary absence or inability to act, he or she may designate such Commission officers or employees as shall be authorized to act on his or her behalf. In the event that the Chair~~man~~

determines that the General Manager is incapable of performing his or her duties, the Chairman may, with the advice and consent of the other Commissioners, appoint a qualified person on a temporary basis to perform the duties of the General Manager during such incapacity.

ARTICLE V

LEGAL COUNSEL

Section 1: Appointment or Engagement. Legal counsel shall be appointed or engaged by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act. Legal counsel shall be appointed or engaged for an indefinite term and solely on the basis of his or her professional qualifications with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position or assignment. Legal counsel shall serve at the pleasure of the Commission, and may be removed without cause by the Chairman or by the General Manager with the advice and consent of the ~~other~~ Commissioners ~~or by the General Manager~~.

Section 2: Duties. Legal Counsel, ~~if an outside legal firm is appointed to perform such duties, or the Staff Attorney, if an employee of the Commission is on staff to perform such duties,~~ shall be the chief legal advisor to the Board of Commissioners and the General Manager. The duties of the chief legal advisor shall include, but are not necessarily limited to, the following:

- a. performing those duties prescribed by law or by the Commission;

- b. providing advice to the Board of Commissioners and the Administrative Staff in connection with administration of water supply and water purchase and sale contracts, construction of the water supply system, property and right-of-way acquisition, insurance, litigation and other legal matters;
- c. preparing and drafting ordinances, resolutions, ~~construction~~ contracts and other legal documents, and rendering legal opinions when requested by the Chairman, the Board of Commissioners or the General Manager on all matters concerning the interests of the Commission;
- d. attending all Commission meetings, and any committee or other meeting when required;
- e. making reports from time to time and otherwise performing such other duties or special services which the Board of Commissioners or General Manager may require; and
- f. directing litigation and representing the Commission in all legal matters or, if requested or approved by the Commission, recommending the retention of Special Counsel to represent the Commission or assist the Legal Counsel ~~or Staff Attorney~~ in certain matters. The Legal Counsel ~~or Staff Attorney~~ shall oversee and remain responsible for matters handled by Special Counsel.

ARTICLE VI

MEETINGS

Section 1: Regular Meetings. Regular meeting dates of the Commission shall be established in accordance with the provisions of the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* Commissioners may participate, in whole or in part, in regular meetings of the Board of Commissioners by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the following terms and conditions:

- a. All Commissioners participating in a meeting by audio or video conference shall be able to hear concurrently the substance of the meeting, and those Commissioners physically present at the designated meeting site, as well as the media and public in attendance at the designated meeting site, shall be able to hear concurrently the Commissioners participating by audio or video conference.
- b. A quorum of the Board of Commissioners shall be physically present at the designated meeting site and not more than one Commissioner shall participate in a meeting by audio or video conference from the same remote location.
- c. The Chair~~man~~ or the Vice-Chair~~man~~ shall be physically present at the designated meeting site or, if neither the Chair~~man~~ nor the Vice-Chair~~man~~ is participating in the meeting, then the Chair~~man~~ Pro-Tem shall be physically present at the designated meeting site. If the Chair~~man~~ is participating in the meeting by audio or video conference, then the Chair~~man~~ shall vacate the chair and the Vice-Chair~~man~~ shall perform the duties of the Chair~~man~~ at the meeting.

- d. Any Commissioner participating in a meeting by audio or video conference shall be unable to physically attend the meeting because of (i) personal illness or disability; (ii) a family or other emergency; or (iii) employment purposes or Commission business.
- e. Any Commissioner participating in a meeting by audio or video conference shall have notified the ~~recording secretary or~~ Clerk of his or her intention to participate by audio or video conference in advance of the meeting unless advance notice is impractical.
- f. Any Commissioner participating in a meeting by audio or video conference shall announce his or her name, and shall be recognized by the presiding officer, before speaking.
- g. Any voice vote that includes Commissioners participating by audio or video conference and in which a “no” or “nay” vote is cast shall be ineffective, and the official vote on the passage of the action under consideration shall be taken by a roll call vote.

Section 2: Order of Business at Regular Meeting. The Order of Business at all Regular Meetings shall be as follows:

- a. Roll Call
- b. Public Comments
- c. Approval of Minutes
- d. Treasurer’s Report
- e. Committee Reports and Action Items
- f. ~~Chairman’s Report~~Accounts Payable
- g. ~~Old Business~~Chairman’s Report

- h. ~~New~~Old Business
- i. ~~Accounts Payable~~New Business
- j. Executive Session
- k. Adjournment

The Chair~~man~~ may for good cause suspend or revise said order at any particular Commission meeting. Business conducted at any regular meeting may, with the consent of a majority of the Commissioners present, include the discussion of items not specified in the agenda except as otherwise prohibited by applicable law provided, however, that no final action may be taken on any item not on the agenda. ~~Public comments shall be limited to a period of 30 minutes and to three minutes per person. Persons shall be recognized in order of sign in on the Public Comment Sign In Sheet at the meeting or, if none, in the order determined by the Chairman or other presiding officer.~~ An additional matter may be added to the agenda of any regular meeting upon the written request of four or more Commissioners which, in each case, shall consist of not less than two Commissioners appointed by the County Chairman of the DuPage County Board and at least two Commissioners appointed by the groups of mayors as provided by the Act. The written request shall be delivered to the General Manager not less than 7 business days prior to the regularly scheduled meeting at which the requesting Commissioners wish to have the specified matter added to the agenda. ~~(amended on November 15, 2012 by Ordinance No. O-12-12)~~

Section 3: Special Meetings. Special meetings may be called by the Chair~~man~~ or the General Manager upon his or her own initiative and shall be called at the request of any four Commissioners. Notice of any special meeting shall be given in accordance with the provisions of the Illinois Open Meetings Act. Commissioners may participate, in whole or in

part, in special meetings of the Board of Commissioners by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 above for regular meetings.

Section 4: Order of Business at Special Meetings. The Order of Business at all special meetings shall be as follows:

- a. Roll Call
- b. Items for Consideration Set Forth in Notice of Special Meeting
- c. Adjournment

Section 5: Emergency Meetings. Emergency meetings may be called by the Chairman upon his or her own initiative or at the request of any Commissioner or the General Manager in the event of a bona fide emergency. Notice of an emergency meeting shall be given in accordance with the provisions of the Illinois Open Meetings Act. Business at an emergency meeting may be conducted without reference to a prepared agenda. Commissioners may participate, in whole or in part, in emergency meetings of the Board of Commissioners by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 above for regular meetings.

Section 6: Quorum. A quorum shall consist of a majority of the Commissioners in office.

Section 7: Vote Requirements.

- a. Generally. Subject to the requirements set forth in Subsection 7.(b) below and any other provision of these By-Laws that states a more specific vote requirement, the concurrence of a majority of the appointed Commissioners shall be necessary for the passage of any

ordinance or the incurring of any debt or financial obligation or the approval of any payment. All other action of the Commission shall require the concurrence of a majority of those Commissioners present, provided there is a quorum. Every Commissioner who shall be present when a question is stated from the Chair shall vote thereon unless excused by the Chair or unless he or she is directly interested in the question. Votes of “abstain,” “pass,” or “present,” or a refusal to vote when present, shall be counted as concurring in the vote of the majority of those who did vote on the question. If there is vote of the majority, the votes of “abstain,” “pass,” or “present,” or a refusal to vote when present, shall not be considered.

- b. Specific Vote Required. A majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the groups of mayors as provided for in the Act, shall be necessary for the adoption of any motion, resolution or ordinance regarding the following items:
- (i) approval of individual contracts, or a series of contracts related to a single Project (as that term is defined in the Water Purchase and Sale Contract between the Commission and its CharterContract Customers), in an amount in excess of \$100,000.00;

- (ii) setting of rates for the sale of Lake Michigan water to the Commission's CharterContract Customers;
- (iii) borrowing of funds;
- (iv) exercise of eminent domain powers;
- (v) employment of ~~managerial and professional personnel,~~ General Manager, Financial Administrator, and Legal Counsel or third-party managerial or professional either as employees or consultants who are not employees of the Commission;
- (vi) amendment of the Chicago Water Supply Contract; ~~and~~ (vii) amendment of ~~this Ordinance made these By-laws~~ in accordance with Section 2 of Article XII herein; ~~and~~ (vii)(viii) the approval and addition of new customers to whom the Commission will supply water after approval of the Customer Contract ("Subsequent Customers").

c. Omnibus Vote. At any meeting, the Commissioners may by unanimous consent take a single vote by yeas and nays on the several questions of passage of any two or more designated ordinances, orders, resolutions or motions placed together for voting purposes in a single group, which single vote shall be entered separately in the minutes under the designation "omnibus vote," and in such event the clerk may enter the words "omnibus vote" in the minutes in each case in lieu of entering the names of the members of the Board of Commissioners voting "yea" and those voting "nay" on the passage of

each of the designated ordinances, orders, resolutions and motions included in such omnibus group. The taking of such single or omnibus vote and such entries of the words “omnibus vote” in the minutes shall be considered of like effect as if the vote in each case had been taken separately on the question of the passage of each ordinance, order, resolution and motion included in such omnibus group, and separately recorded in the minutes.

Section 8: Rules of Order. The rules of parliamentary procedure contained in Robert’s Rules of Order, as revised from time to time, shall govern all Commission meetings to the extent that they are applicable and not inconsistent with these By-Laws or other special rules, if any, of the Commission.

Section 9: Public Comment. Public comments shall be limited to a period of 30 minutes and to three minutes per person. Persons shall be recognized in order of sign in on the Public Comment Sign In Sheet at the meeting or, if none, in the order determined by the Chairman or other presiding officer.

Section 10: Closed Session Minutes and Verbatim Record. The “Closed Session Minutes and Verbatim Record Policy” attached to these By-Laws as Exhibit A govern the creation, maintenance, storage, release and destruction of closed meeting minutes and verbatim records of all public bodies of the Commission that are subject to the Illinois Open Meetings Act.

ARTICLE VII

COMMITTEES AND TASK FORCES

Section 1: Purpose of Committees. The Board of Commissioners has determined that the committee structure may in many situations be the most efficient and productive

way for the Commissioners to carry out their responsibilities. The primary responsibilities of all committees shall be suggesting policy, reviewing and investigating Commission matters, and making recommendations to the Board of Commissioners. The committee structure is established so that more thought and time may be given to Commission matters by delegating review and investigative functions to a portion of its members. Committees, therefore, are not legislative bodies but reviewing and investigative bodies; committee actions shall constitute only suggestions or recommendations to the Board of Commissioners rather than instructions to either the Board of Commissioners or Administrative Staff.

Section 2: Committees. The Commission has established an Administration Committee which is responsible for reviewing and investigating, and suggesting policy and making recommendations concerning, organizational matters, purchase of service agreements and internal affairs of the Commission, including personnel and legal affairs; an Engineering and Construction Committee which is responsible for reviewing and investigating, and suggesting policy and making recommendations concerning, the design, construction, operation and improvement of Commission facilities; and a Finance Committee which is responsible for supervising the Administrative Staff's handling of, reviewing and investigating, and suggesting policy and making recommendations concerning, the Commission's financial affairs and budgeting. The Commission may establish other standing or special committees as it may deem necessary, the duties of which shall be those specified at the time such other standing or special committee is established. The Chair~~man~~ shall appoint all committees and committee chair~~men~~ with the advice and consent of the other Commissioners. Committee members may participate, in whole or in part, in regular, special and emergency committee meetings by audio or video

conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 of Article VI above for regular meetings, or Section 3 of Article VI above for special meetings, or Section 5 of Article VI above for emergency meetings of the Board of Commissioners, as the case may be. The Commission may consolidate, abolish or change the duties of any one or more of its committees so long as at all times required by the Act there exists a Finance Committee performing those duties prescribed by law, including conducting monthly meetings to supervise the handling of financial matters and budgeting by Administrative Staff.

Section 3: Chair~~man~~ as Committee Member. The Chair~~man~~ shall be an ex-officio member of all committees and shall be entitled to vote on committee matters. The Chair~~man~~ shall not be counted as a committee member for purposes of determining a quorum unless the Chair~~man~~ is present at the committee meeting.

Section 4: Purpose of Task Forces. A task force structure may in some situations be the most efficient and productive way for the Commission to carry out its responsibilities. The task force structure is especially suited to the review and investigation of matters falling outside the expertise of the Commissioners individually and collectively, and requiring more intensive study than the Commissioners can devote to them along with other matters.

Section 5: Task Forces. The Commission may establish such task forces as it may deem necessary. The Chair~~man~~ shall appoint all task force members with the advice and consent of the other Commissioners. Task force membership may include, but need not be limited to, Commissioners. Task force members may participate, in whole or in part, in regular, special and emergency task force meetings by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 of Article VI above for regular

meetings, or Section 3 of Article VI above for special meetings, or Section 5 of Article VI above for emergency meetings of the Board of Commissioners, as the case may be.

ARTICLE VIII

PURCHASING PROCEDURES

Section 1: Coverage. These procedures shall cover all contracts for supplies, material or work being purchased by the Commission except as herein set forth.

Section 2: Definitions. For the purpose of these procedures, “supplies, material or work” shall mean and include, except as hereinafter limited, all work, labor or services; other contracts for services; supplies, equipment or other materials; and the rental, repair or maintenance of equipment, machinery and other personal property. The term “work” shall not include ~~personal services or~~ services rendered in a professional capacity such as accounting, engineering or legal services.

Section 3: Minor Purchases. The General Manager shall have the authority to purchase on behalf of the Commission supplies, material or work requiring an expenditure of the sum provided for in 65 ILCS 5/8-9-1 or less pursuant to such procedures as he or she deems calculated to insure the best interests of the Commission, without a specific solicitation of quotations or advertisement for bids; ~~provided, however, that this Section 3 shall not apply to contracts for construction of the Commission’s water supply system, which shall be governed by Section 5 below.~~

Section 4: Purchases Requiring Quotations. All purchases of supplies, material or work included in the Annual Management Budget and requiring expenditure in excess of the sum provided for in 65 ILCS 5/8-9-1 shall be made only after the solicitation of at least two written quotations. All such quotations shall be submitted sealed to the Commission and shall be opened in public at a date and time set by the General Manager. A tabulation of all

quotations received shall be presented to the Board of Commissioners. In cases where only one quotation is received, there is only a single source for the supplies, materials or work or the purchase was not included in the Annual Management Budget, the expenditure may only be authorized by the Board of Commissioners. ~~This Section 4 shall not apply to contracts for construction of the Commission's water supply system, which shall be governed by Section 5 below.~~ The General Manager shall keep a record of all such purchases and the quotations submitted pursuant to the solicitation therefor.

Section 5: Other Water Supply System Contracts. All contracts, except those provided for in Section 3 and Section 4 of this Article VIII ~~for the construction of the Commission's water supply system~~ shall be entered into only after advertising for bids in the manner required by the Water Commission Statute.

Section 6: Bid Deposits. When deemed necessary by the General Manager or Board of Commissioners, bid deposits shall be required.

Section 7: Specifications. The following shall apply to specifications.

- a. Specifications shall be available to all bidders;
- b. Specifications shall be general in nature and not so specific as to limit a bidder to a specific brand; and
- c. The Commission shall reserve the right to make clarifications, corrections or changes in specifications at any time prior to the time bids are opened so long as all bidders or prospective bidders are informed of said clarifications, corrections or changes in the specifications.

Section 8: Bid Opening Procedure.

- a. Sealed. Bids shall be submitted sealed to the Commission and shall be identified as bids on the envelopes. The date and time the bid was received shall be recorded on the envelope of the bid.
- b. Opening. Bids shall be opened in public at the time and place stated in the public notices.
- c. Tabulation. A tabulation of all bids received shall be ~~posted~~ [available](#) for public inspection.

Section 9: Acceptance or Rejection of Bids. Except when expressly and specifically limited by the terms of a particular bid solicitation, the Commission shall have the authority to accept the bid which, in its judgment, is the best bid and most favorable to the interests of the Commission and the public; to reject the low bid; [to award to other than the lowest bidder](#); to accept any item of any bid; to reject any and all bids; to accept and incorporate corrections or clarifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to bidders; and to waive irregularities and informalities in any bid submitted or in the bidding process.

Section 10: Bidders in Default to Commission. The Commission shall not accept the bid of a contractor who is or has been in default on a contract with the Commission or in the payment of monies due to the Commission.

Section 11: Award of Contract.

- a. Authority in Board of Commissioners. The Board of Commissioners shall have the authority to award all contracts for the construction of the Commission's water supply system.

- b. Awards. Contracts shall be awarded to the bidder whose proposal is found to be in the best interests of the Commission. In determining the bidder who is to receive the award, the Commission shall consider the following factors in addition to price:
- (i) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - (ii) Whether the bidder has the requisite facilities, plant, organization and staffing to enable the bidder to perform the contract or provide the service successfully and promptly, within the time specified, without delay or interference;
 - (iii) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - (iv) The quality of the bidder's performance of previous contracts or services;
 - (v) The previous and existing compliance by the bidder with the laws and ordinances relating to the contract or services;
 - (vi) The sufficiency of the financial resources and ability of the bidder to perform the contract or to provide the services;
 - (vii) The quality, availability, adaptability and capabilities of the supplies, material or work to the particular use required;

(viii) The ability of the bidder to provide future maintenance and service for the subject of the contract, if applicable;

(ix) Any other factor that the Commission may legally consider in determining the proposal that is in the best interests of the Commission;

(x) If the contract is for “public works” as that term is defined in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), the following factors shall also be considered:

a. The ability of the bidder to provide future maintenance and service for the subject of the contract, if applicable;

b. The bidder and its subcontractors must comply with all provisions of the Illinois Prevailing Wage Act, (820 ILCS 130/0.01 *et seq.*), including wages, medical and hospitalization insurance and retirement for those trades covered under the Act; and

~~(ix)~~c. The bidder and all bidder’s subcontractors must participate in active apprenticeship and training programs approved and registered with the United State Department of Labor’s Office of Apprenticeship for each of the trades of work contemplated under the contract.

- c. Subsequent Awards. Contracts awarded to a bidder who fails to comply with all conditions precedent to formal execution of the contract agreement may be annulled. Upon annulment of an award, the Commission may award the contract to any other bidder whose proposal is found to be in the best interests of the Commission in accordance with Subsection 11(b) above, or the Commission may advertise anew for bids.

Section 12: Single Bids. The Board of Commissioners desires competitive bids; however, where there is only one bid, that fact alone shall not prevent the Commission from accepting that bid.

Section 13: Performance and Payment Bonds. The Commission may require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the Commission. The Commission shall require a payment bond in such amount as it shall find reasonably necessary to secure payment for material used and labor performed in connection with a public work.

Section 14: Change Orders. All contract change orders shall be considered and approved or disapproved by the Commission during the regular course of its conduct of business except in the following circumstances.

- a. By General Manager. The General Manager shall have the authority to approve any contract change order:
 - (i) based entirely upon approved unit prices; or
 - (ii) In an amount not in excess of \$100,000 when in the judgment of the General Manager and the Commission's consulting engineer such change order requires

immediate approval to avoid significant impacts to the project schedule or the incurring of unnecessary and excessive costs by the Commission.

A full written description and explanation of any change order so approved by the General Manager shall be distributed to the Board of Commissioners as soon as possible following its approval.

- b. By Commission at Special or Emergency Meeting. When in the judgment of the General Manager a change order in an amount in excess of \$100,000 requires a more immediate approval than the Commission's regular meeting schedule would permit in order to avoid the incurring of significant impacts to the project schedule or unnecessary and excessive costs by the Commission, or when, in any other case, in the judgment of the General Manager a change order requires the immediate attention of the Commission, the General Manager may call a special or emergency meeting of the Commission for the consideration of such change order.

Section 15: Prohibition Against Subdivision. No contract or change order shall be subdivided to avoid the requirements of these By-Laws. This prohibition shall not prevent the repetitive purchase of supplies, material or work which is purchased over a period of time as needed.

Section 16: Emergencies. In case of an apparent emergency which requires immediate purchase of supplies, material or work to protect persons or property, the General Manager shall be authorized to secure any supplies, material or work necessary to address such emergency by whatever means deemed necessary without regard to the procedures

otherwise required under these By-Laws. A full written description and explanation of any such emergency purchase shall be distributed to the Board of Commissioners as soon as possible following the emergency.

Section 17: Bid Item Must Be Budgeted. Contracts or purchase orders cannot be executed and are invalid and void unless the amounts due there under have been budgeted by the Board of Commissioners.

Section 18: Cooperative Purchasing Arrangements. Nothing in this Article VIII shall be interpreted to prohibit the Commission from participating with other public bodies, associations or agencies, or with other units of government, in any cooperative purchasing arrangements subject to bidding or other processes that assure the protection of the best interests of the Commission. Supplies, materials or work purchased through such arrangement shall be exempted from the requirements of this Article.

ARTICLE IX

DISBURSEMENTS

Section 1: No Disbursement Without Authority. No funds, monies or other things of value in the hands of the Commission shall be paid out, disbursed or delivered except upon warrant, draft or order approved and signed as herein provided.

Section 2: Authorization. All disbursements in excess of \$20,000.00 shall be approved in advance by the Board of Commissioners except in the following circumstances: (i) the General Manager is authorized to pay all payroll disbursements and disbursements for payroll-related taxes, contributions and payments, and (ii) in the case of an emergency or in cases where the Commission is unable to meet or establish a quorum, the General Manager is hereby authorized, with the concurrence of the Chairman, to make all disbursements which have previously been budgeted and/or expenditures for which the

~~Commission has previously contracted. All disbursements made under subsection (ii) shall be placed on the agenda for the next regular meeting of the Commission for purposes of ratification that, in the case of emergencies or in cases where the Commission is unable to meet or establish a quorum, the General Manager is hereby authorized, with the concurrence of the Commission's Chairman, to make all disbursements which have been previously budgeted and/or expenditures for which the Commission has previously contracted. All disbursements made under this authorization shall be placed on the agenda for the next regular meeting of the Commission for the purpose of ratification. The General Manager is authorized to incur and pay contingency expenditures up to and including \$20,000.00 without the prior approval of the Board of Commissioners. (amended October 17, 2013 by Ordinance No. O-6-13)~~

Section 3: Required Signatures. All checks shall be manually or electronically signed by any two of the following: the Chair~~man~~, the Treasurer, the Finance Committee Chair~~man~~, the General Manager, or the Financial Administrator ~~or the Staff Attorney.~~

Section 4: Designation of Fund and Payee. For each check issued by the Commission, a record shall be kept which specifies the particular fund or appropriation to which it is chargeable and the person or other entity to whom it is payable.

Section 5: Credit Card Policy. It is the policy of the Commission to permit use of corporate credit cards by employees designated by the General Manager and approved by the Board of Commissioners for charging legitimate company expenses. Eligible employees are those who are or will be regularly incurring legitimate business expenses in which this procurement process is more efficient and expeditious. The Commission shall, from time to time, by Resolution adopt specific policies regulating the use of Commission credit cards (the "Credit Card Policy"). Employees made eligible to have and use Commission credit

cards, as herein provided, shall first read the Commission's Credit Card Policy and then acknowledge that they have read and understand the Policy and will be bound by, and will adhere to, same. Said acknowledgement shall be evidenced by the eligible employee's signature on the addendum attached to the Commission's Credit Card Policy. The eligible employee shall deliver the executed addendum to the Credit Card Administrator who shall be that person designated by the Commissioners in the Resolution adopting the Credit Card Policy.

ARTICLE X

BUDGET AND AUDIT

Section 1: Fiscal Year. The fiscal year of the Commission shall begin May 1 and shall end April 30 of the following year.

Section 2: Tentative Management Budget. In accordance with the Commission's obligations under any Bond Ordinances and/or the Water Purchase and Sale Contract ~~dated as of June 11, 1986~~ between the Commission and Charter Contract Customers (the "Customer Contract") ~~and the budget covenant contained in Ordinance No. O-1-87 entitled an Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Authorizing the Issuance and Sale of Water Revenue Bonds and Providing The Terms of and Security for Repayment (the "Revenue Bond Ordinance")~~, the General Manager and Administrative Staff shall prepare and submit to the Board of Commissioners and the Commission's Charter Contract Customers a tentative Management Budget not less than 60 days prior to the beginning of the fiscal year. The tentative Management Budget shall contain in reasonable detail an estimate of (i) revenues of the Waterworks System and any other funds to be deposited in the accounts of the Commission Water Fund (as defined in the Revenue Bond Ordinance), (ii) Fixed Costs (as defined in the Customer Contract) to

be payable by each ~~Charter-Contract~~ Customer in a stated aggregate dollar amount per month for each, and (iii) Operations and Maintenance Costs (as defined in the Customer Contract) in a stated price per 1000 gallons of water. The tentative Management Budget shall include estimated amounts to be deposited in each month of the fiscal year into the Water Fund and each of the accounts thereof and the requirements, if any, for the amounts estimated to be expended from such accounts. The tentative Management Budget shall also set forth sufficient detail with respect to such revenues, other funds, Operation and Maintenance Costs and other expenditures and such deposits as shall be necessary or appropriate ~~so as~~ to comply with the Water Supply Contract entered into ~~as of the 19th day of March 1984~~ by and between the City of Chicago and the DuPage Water Commission, or any future water supply contract authorized by the Board of Commissioners. The Board of Commissioners shall hold at least one hearing on the tentative Management Budget ordinance prior to final action thereon, at which hearing the ~~Charter-Contract~~ Customers may be heard. The Commission shall give its ~~Charter-Contract~~ Customers not less than 21 days' notice of such hearing.

Section 3: Adoption of Management Budget. The Board of Commissioners shall approve and adopt the annual Management Budget on or before April 30 each year.

Section 4: Preliminary Combined Annual Budget and Appropriation Ordinance In Accordance with the Illinois Municipal Budget Law Act. The General Manager and Administrative Staff shall prepare and submit to the Board of Commissioners a preliminary Combined Annual Budget and Appropriation Ordinance before or within the first quarter of each fiscal year. The preliminary Combined Annual Budget and Appropriation Ordinance shall contain a statement of cash on hand at the beginning of the fiscal year, an estimate of cash expected to be received during such fiscal year from all sources, an estimate of

expenditures contemplated for such fiscal year, and a statement of estimated cash expected to be on hand at the end of such year. The Board of Commissioners shall hold at least one public hearing on the preliminary Combined Annual Budget and Appropriation Ordinance prior to final action thereon, in compliance with the Illinois Municipal Budget Law, 50 ILCS 330/1 *et seq.*

Section 5: Adoption of Combined Annual Budget and Appropriation Ordinance Pursuant to the Illinois Municipal Budget Law Act. The Board of Commissioners shall approve and adopt the Combined Annual Budget and Appropriation Ordinance on or before July 31 each year.

Section 6: Audit. The Board of Commissioners shall provide for an annual audit to be made by an independent certified public accountant in accordance with the Illinois Governmental Account Audit Act, 50 ILCS 310/0.01 *et seq.* The Commission's Finance Committee shall from time to time interview and recommend to the Board of Commissioners independent certified public accountants to perform the annual audit.

ARTICLE XI

CONDUCT OF THE COMMISSIONERS, OFFICERS AND EMPLOYEES OF THE COMMISSION

Section 1: Purpose. It is the purpose of the Commission to guarantee fair, efficient, and honest governance of the DuPage Water Commission and to ensure the integrity and objectivity of its Chairman, Commissioners, officers and employees. The fundamental principle underlying all policies of the Commission is that all activities of the Commission's officials, officers and employees must meet appropriate ethical and legal standards. While no one policy can comprehensively address all aspects of appropriate business behavior, the Commission believes that these goals may best be secured through adoption and incorporation of the provisions of Ordinance OFI-0013A-12 of the County of DuPage,

commonly referred to as the County Ethics Ordinance (the “Ethics Ordinance”). By the adoption of the Ordinance approving these By-Laws, the Commission expressly adopts and incorporates the provisions in the Ethics Ordinance in the form attached hereto and incorporated herein as Exhibit “B”. The version of the Ethics Ordinance incorporated herein is exactly the same as the ordinance enacted and approved by the County Board of DuPage County, Illinois, on August 27, 2013. In applying the Ethics Ordinance to the Commission, as the context may require, where the ~~County Chairman of the County Board~~ **County Chairman** is to act, the ~~Chairman~~ of the Water Commission, as the presiding officer of the Water Commission shall act, and where the County Board is to act, the Water Commission’s Board of Commissioners functioning as the corporate authorities of the Water Commission shall act. Provisions of the Ethics Ordinance which set forth the duties of elected officers, appointees, and employees of DuPage County, including any prohibitions applicable to them, shall apply to all officers, appointees and employees of the Water Commission.

Any amendment to County Ordinance No. OFI-0013A-12 which would apply to the conduct of the Commission’s Commissioners, officers and employees and which the Commission could lawfully adopt based upon its own lawful authority and which becomes effective after the effective date of the Commission Ordinance ~~No. O-7-13~~ [amending and restating these Bylaws](#) shall be incorporated into these By-Laws by this reference as of the effective date of the County’s amendatory ordinance and Exhibit “B” attached hereto shall be deemed to be amended to conform with the content of the County’s ordinance amending Ordinance No. OFI-0013A-12 without further action of the Commission. ~~(amended on December 13, 2013 by Ordinance No. O-7-13)~~

Section 2: Conflict of Interest. In conformance with The Water Commission Act of 1985 (70 ILCS 3720/2), no Commissioner or employee of the Commission shall be

interested directly or indirectly in any contract or job of work or materials, or the profits thereof, or services or services to be performed for or by the Commission. In addition to any other sanction which may be provided within these By-laws or any penalty otherwise provided by law, said statute provides that a violation of the restriction set forth herein is a Class C misdemeanor. A conviction is cause for removal of a Commissioner from his/her office or a person from his/her employment.

ARTICLE XII

MISCELLANEOUS

Section 1: Conflict. In the event of any conflict between these By-laws and any other ordinance, resolution, rule, regulation or order of the Commission, these By-laws shall control.

Section 2: Amendment. In adopting these By-laws, the Board of Commissioners ~~of the DuPage Water Commission~~ recognizes that the organizational guidelines and rules herein set forth may require revision and adjustment as experience will dictate. Amendments may be proposed by any Commissioner. Any proposal to amend these By-laws shall be submitted in writing to each Commissioner for consideration at a regular Commission meeting. No such proposal shall be passed at the same meeting at which it is initially considered. Any amendment to these By-laws shall be effected by ordinance, which ordinance may take effect immediately upon its passage and approval [as set forth in Section 7.b\(vii\) of Article VI](#), unless the terms of such ordinance provide otherwise.

Section 3: Suspension of the Rules. The Commission may, by a two-thirds majority vote of the Commissioners present, determine to suspend any of the Rules contained in Article VI through XII hereof; provided, however, that no such suspension shall be construed to suspend the Commission's obligations under applicable state statutes or the "Water

Purchase and Sale Contract Between the DuPage Water Commission and [Charter-Contract](#)
Customers" ~~dated~~[approved on January 18, 2024](#) ~~June 11, 1986~~.

EXHIBIT A

DuPAGE WATER COMMISSION

CLOSED SESSION MINUTES AND VERBATIM RECORDS POLICY

- I. BACKGROUND AND PURPOSE. The Open Meetings Act requires all public bodies to keep minutes of their meetings, whether opened or closed. With the adoption of amendments to Section 2.06 of that Act, 5 ILCS 120/2.06, public bodies also must maintain a verbatim record of all closed meetings in the form of an audio or video recording. This Policy sets forth specific procedures to ensure that the Board of Commissioners of the DuPage Water Commission—and all committees of the Board of Commissioners and other bodies of the Commission that are subject to the Open Meetings Act (“Subsidiary Bodies”)—comply with the requirements for closed sessions.

- II. CLOSED MEETING MINUTES. Minutes of a closed meeting shall comply with the same requirements applicable to minutes for an open meeting. They shall include, at a minimum, the date, time and place of the meeting; the members of the public body that are present and those that are absent; a summary of discussion on all matters proposed, deliberated or decided; and a record of any votes taken. The Open Meetings Act exemption or exemptions applicable to the closed session should be identified in the minutes of the closed session. Minutes of closed meetings shall not be released for public inspection to the extent that there is a need to preserve confidentiality of matters stated in those minutes.

- III. CLOSED MEETING VERBATIM RECORDS. A verbatim record of each closed meeting is required and shall be subject to the following requirements:
 - A. Recordings. Verbatim records shall be made by audio or video recording. Each recording shall be labeled with the name of the meeting body and the date, time and place of the meeting. A statement identifying each participant and the purposes for the closed meeting should be made at the beginning of the closed meeting.

 - B. Confidentiality. All verbatim records of closed meetings are hereby declared to be confidential and not subject to release except pursuant to this Policy or as required by law.

 - C. Duties of Clerk or Designee. The Clerk, or his or her designee, shall be responsible for creating the verbatim record. After a closed meeting, the verbatim record shall be delivered immediately to the Clerk for storage in a secure location within the DuPage Pumping Station. The Clerk shall be responsible for maintaining, storing and restricting access to all verbatim records.

 - D. Access to Verbatim Records. No individual, nor the Board of Commissioners, nor any Subsidiary Body shall have access to any verbatim record of any closed session unless approved by one of the following specific methods:

1. Individual Access. Unless otherwise required by law, no individual, including any member of the Board of Commissioners or any Subsidiary Body, shall have access to any verbatim record unless specifically approved by an affirmative majority vote of Board of Commissioners taken at an open meeting. An individual who is granted the right to access a verbatim record shall do so only at DuPage Pumping Station and in the presence of the Clerk or his or her designee. No verbatim record shall be copied or taken out of the DuPage Pumping Station except as specifically allowed in this Policy or as otherwise required by law.
 2. Subsidiary Body Review. A Subsidiary Body may access a verbatim record of one of its closed meetings only by an affirmative majority vote, taken at an open meeting, of all members of that Subsidiary Body then holding office. A Subsidiary Body shall review a verbatim record only at a duly noticed closed meeting of that Subsidiary Body.
 3. Board of Commissioners Review. The Board of Commissioners may access a verbatim record of one of its closed meetings or of a closed meeting of any Subsidiary Body only by an affirmative majority vote of the Board of Commissioners taken at an open meeting. The Board of Commissioners shall review a verbatim record only at a duly noticed closed meeting of the Board.
 4. Clerk. The Clerk shall have access at all times to all verbatim records for purpose of ensuring their proper care and protection. The Clerk may review a verbatim record, however, only if authorized to do so by an affirmative majority vote of the Board of Commissioners taken at an open meeting.
 5. Court. If the Commission is directed by a court order issued in accordance with Section 2.06 of the Open Meetings Act, 5 ILCS 120/2.06, to deliver a verbatim record, then the Clerk or his or her designee shall deliver the relevant verbatim record to the court, after that record has been reviewed by the Commission's General Counsel or ~~staff attorney~~.
- E. Verbatim Record Not Official Record. A verbatim record shall not be part of the official public record of any meeting. Rather, the approved minutes are to be deemed the official record of the meeting.
- F. Notification of Destruction of Verbatim Record. On a regular basis, the Clerk shall provide a written notice listing all verbatim records that are scheduled for destruction (the "Notice of Destruction"). The Notice shall be in a form substantially the same as the form attached as Exhibit 1 to this Policy. The Notice shall be given to (1) the members of the Board of Commissioners, (2) the members of the Subsidiary Body (if the verbatim record was created at a closed meeting of that Subsidiary Body), (3) the

General Manager, and (4) the Commission's General Counsel ~~or staff attorney~~. The Notice shall include a copy of the approved minutes for each verbatim record scheduled for destruction.

G. Objection to Destruction.

1. Deadline for Objection. A written objection to the destruction of a verbatim record shall be filed with the Clerk within seven days after the date of a Notice of Destruction, or at least three days before the destruction date set forth in that Notice, whichever is later.
2. Who May Object: The Chair~~man~~ or any Commissioner may object to the destruction of any verbatim record of a closed session of the Board of Commissioners or of any Subsidiary Body. A member of a Subsidiary Body may object to destruction of a verbatim record only of a closed session of that Subsidiary Body.

H. Destruction of Verbatim Record if No Objection. Unless a timely written objection to the destruction of a verbatim record is filed with the Clerk in accordance with Section III.G of this Policy, the Clerk shall erase or otherwise destroy each verbatim record listed in the Notice of Destruction on the date set forth in the Notice. No verbatim record shall be erased or otherwise destroyed unless the Clerk certifies that (1) the verbatim record was created at a closed meeting that was concluded at least 18 months prior to the date of destruction and (2) there exists approved minutes of that closed meeting.

I. Procedure When Objection. The following procedure shall apply when a timely objection to destruction is received by the Clerk:

1. Notice of Objection. The Clerk shall promptly send notice of the objection to all parties who received the Notice of Destruction.
2. Deliberation on Objection. At a closed session of the Board of Commissioners or Subsidiary Body scheduled promptly after receipt of an objection, the Board of Commissioners or Subsidiary Body shall determine whether destruction of the verbatim record should be delayed. That decision shall require the vote set forth in the next Section III.I.3 of this Policy. If the required vote to delay destruction is not obtained, then the verbatim record shall be destroyed immediately by the Clerk in accordance with Section III.H of this Policy; provided, however, that no verbatim record of a Subsidiary Body shall be destroyed if either the Subsidiary Body or the Board of Commissioners votes to delay its destruction.
3. Required Vote to Delay Destruction. The destruction of a verbatim record shall be delayed only if: (i) the Board of Commissioners, by an affirmative majority vote, or (ii) the Subsidiary Body, by an

affirmative vote of three-fourths of the members of the Subsidiary Body then holding office, authorizes delay of that destruction.

- J. Procedure When Destruction Delayed. If the destruction of a verbatim record has been delayed pursuant to Section III.I of this Policy, then the Board of Commissioners and/or the Subsidiary Body, if any, that voted to delay destruction shall review the verbatim record in closed session. After that review, the reviewing body shall determine either: (1) that the verbatim record should be destroyed, or (2) that the verbatim record may be released pursuant to Section IV of this Policy, or (3) that the destruction of the verbatim record ought to be delayed to a date certain.

No verbatim record shall be destroyed if the Board of Commissioners or the Subsidiary Body, if any, determines that destruction should be delayed or released pursuant to Section IV of this Policy.

If destruction of a verbatim record is delayed to a date certain, then the Clerk shall provide a new Notice of Destruction for that verbatim record in accordance with Section III.F of this Policy.

IV. Review and Release of Closed Meeting Minutes and Verbatim Records.

- A. Review of Minutes. Not less than twice each year, the Board of Commissioners and each Subsidiary Body shall review its closed meeting minutes to determine if they are eligible for release to the public. In its review, the Board of Commissioners or Subsidiary Body shall determine if the minutes contain information that continues to require confidential treatment. Only portions of written minutes that no longer require confidential treatment shall be released. Written minutes shall not be released unless approved by an affirmative majority vote of the Board of Commissioners or Subsidiary Body taken in public session.
- B. Review of Verbatim Records. Pursuant to Section III.B of this Policy, verbatim records always are *per se* confidential. The Board of Commissioners or the relevant Subsidiary Body may undertake a review of a verbatim record, but only in accordance with Section III.D of this Policy. After review of the verbatim record, the Board of Commissioners or the Subsidiary Body shall require that the verbatim record remain confidential unless, after reviewing the verbatim record in its entirety, the verbatim record is approved for release by an affirmative majority vote of the Board of Commissioners or, for a verbatim record of a Subsidiary Body, by an affirmative vote of three-fourths of the members of that Subsidiary Body then holding office. All such votes shall be taken in open session. (Last amended on October 12, 2006 by Ordinance No. O-11-06).

EXHIBIT 1

NOTICE OF PENDING DESTRUCTION OF VERBATIM RECORDS

[DATE]

To: Board of Commissioners
[Relevant Subsidiary Body]
General Manager
General Counsel ~~or Staff Attorney~~

Subject: Notice of Impending Destruction of Verbatim Records

CONFIDENTIAL/PRIVILEGED

As required by the Illinois Open Meetings Act, the Office of the Clerk has been charged with the safekeeping of all verbatim records of all closed meetings of the Board of Commissioners and other bodies of the Commission subject to the Illinois Open Meetings Act.

Pursuant to the Open Meetings Act and to the "Closed Session Minutes and Verbatim Records Policy" of the Commission (the "Policy"), the confidential verbatim records listed below are eligible for destruction.

<u>Public Body</u>	<u>Date of Meeting</u>	<u>Proposed Destruction Date</u>

I hereby certify that (1) the relevant public bodies have previously approved written minutes of the closed meetings to which the verbatim records listed in this Notice were prepared and that those minutes are attached, and (2) the closed meetings to which the verbatim records listed in this Notice relate were concluded at least 18 months prior to the Proposed Destruction Date for those verbatim records.

The Office of the Clerk shall destroy the verbatim records listed in this Notice in accordance with the Policy, unless a written objection is filed with the Office of the Clerk within seven days after the date of this notice or not less than three days prior to the Proposed Destruction Date set forth above, whichever is later.

Clerk

DuPage Water Commission
By-Laws

AMENDED AND
RESTATED BY-LAWS OF
THE DuPAGE WATER COMMISSION

ARTICLE I

GENERAL PROVISIONS

Section 1: General Purpose. The general purpose of the Commission is to provide a sufficient and economic source and supply of water to the DuPage County area by various means, including the development and operation of a water supply system to acquire and distribute water from Lake Michigan to its Contract Customers and other customers having an allocation pursuant to the Level of Lake Michigan Act, as amended from time to time, and orders of the State of Illinois Department of Natural Resources, Office of Water Resources. The general purpose of these By-Laws is to establish the rules of proceeding of the Commission.

Section 2: Corporate Authority. The Board of Commissioners shall be the corporate authority of the Commission and shall have the power to pass and enforce all necessary ordinances, resolutions, rules, regulations and administrative orders for the conduct of business and management of property of the Commission.

ARTICLE II

COMMISSION AND COMMISSIONERS

Section 1: Composition. The corporate authority of the Commission shall consist of a Board of Commissioners, who shall be appointed in compliance with Water Commission Act of 1985, 70 ILCS 3720/0.001 *et seq.* (hereinafter referred to as the "Act").

Section 2: Duties. The Commissioners shall perform those duties prescribed by the Act and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*

(hereinafter referred to as the “Water Commission Statute”) and such other duties as may from time to time be provided for by law or by the Commission.

Section 3: Length of Term. Commissioners shall serve for a term of six years, unless a different term is required under the Act, or until their successors have been appointed and have qualified in the same manner as the original appointment was made. A Commissioner shall be eligible for reappointment upon the expiration of a term. A Commissioner may be a member of the governing board or an officer or employee of DuPage County or any unit of local government within DuPage County.

Section 4: Vacancy. A vacancy in the office of a Commissioner shall be filled for the balance of the unexpired term by appointment and qualification as to residency in the same manner as the original appointment was made.

Section 5: Removal. Any Commissioner may be removed by the appointing authority for any cause for which any other county or municipal officer may be removed. Removal shall be effected in the same manner as the initial appointment of the Commissioner in question.

Section 6: Bond. Each Commissioner shall furnish such bonds as may be required by law for the faithful performance of that Commissioner’s official duties. The cost of such bonds shall be paid by the Commission.

Section 7: Compensation. Each Commissioner who is not a member of the governing board or an officer or employee of a unit of local government within DuPage County shall receive the maximum amount provided for in the Act as compensation for his or her services as a Commissioner. In addition, each Commissioner may be reimbursed for actual expenses incurred in connection with Commission business.

ARTICLE III

OFFICERS OF THE COMMISSION

Section 1: Generally. The Officers of the Commission shall be the Chair, the Vice-Chair, the Chair Pro-Tem, the Treasurer, the Clerk, the General Manager and the Financial Administrator.

Section 2: Chair.

- a. Appointment. The Chair shall be appointed by the Chair of the DuPage County Board (the "County Chair") with the advice and consent of the DuPage County Board and with the advice of the Board of Commissioners.
- b. Powers and Duties. The Chair shall:
 - (i) perform those duties prescribed by law or by the Commission, and all duties incident to the office of Chair of the Commission;
 - (ii) preside at all meetings of the Commission;
 - (iii) appoint the Treasurer with the advice and consent of the DuPage County Board and with the advice and consent of the other Commissioners by a majority affirmative vote as set forth in Section 5.a. of this Article;
 - (iv) appoint the Clerk pursuant to the recommendation of the General Manager and with the advice and consent of the other Commissioners;

- (v) appoint all committees, committee chair and task force members with the advice and consent of the other Commissioners;
- (vi) sign all ordinances, resolutions and other documents duly authorized to be signed on behalf of the Commission and required to be signed by the Chair of the Commission;
- (vii) assign duties to officers, committees and task forces of the Commission with the advice and consent of the other Commissioners; and
- (viii) Have the power to vote in the same manner as the other Commissioners.

The Chair's vote and presence shall be, and be counted as, that of a Commissioner for all purposes under these By-Laws.

Section 3: Vice-Chair. The Vice-Chair shall be one of the Commissioners appointed by the DuPage County mayors as provided in the Act, and shall be appointed to such office by a majority vote of all of the Commissioners appointed by the DuPage County mayors as provided in the Act. The Vice-Chair shall serve until the end of his or her term or until a successor is appointed. The Vice-Chair shall be eligible for reappointment upon the expiration of a term. The Vice-Chair shall be assigned such duties as the Chair deems appropriate. In the event of the Chair's absence or inability to act, the Vice-Chair shall, during such absence or inability to act, or until such time as a new Chair is appointed by the County Chair with the advice and consent of the DuPage County Board and advice of the Board of Commissioners, perform all duties and exercise all powers within the normal purview of the Chair, including execution of ordinances, resolutions and other documents.

Section 4: Chair Pro-Tem. In the event of the temporary absence or inability of both the Chair and the Vice-Chair to perform the duties of Chair at a Commission meeting, the Commissioners shall elect from their number in attendance a Chair Pro-Tem to serve as Chair of said meeting and to perform the duties and exercise the powers of Chair at the meeting, including execution of ordinances, resolutions and other documents approved or authorized by the Commission at said meeting.

Section 5: Treasurer.

- a. Appointment. The Treasurer shall be appointed by the Chair with the advice and consent of the DuPage County Board and with the advice and consent of the other Commissioners by a majority affirmative vote, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Chair and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act. The Treasurer shall be appointed solely on the basis of demonstrated financial background and experience to monitor and report on Commission financial matters and budgeting with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. The Treasurer need not be a Commissioner. The Treasurer shall serve at the pleasure of the Commission, and may be removed without cause by the Chair with the advice and consent of the other Commissioners. The Treasurer, if not a Commissioner, shall be given notice of all meetings of the Commission and shall have the right to take part in the discussion of matters before the Commission.

- b. Duties. The Treasurer shall:
- (i) perform or cause to be performed those duties prescribed by law or by the Commission;
 - (ii) have principal responsibility for the oversight of and advise the Finance Committee and the Board of Commissioners regarding:
 - (a) the receipt, deposit and disbursement of monies;
 - (b) the Commission's investment practices, paying particular attention to safety of principal and compliance with existing bond ordinances;
 - (c) the Commission's accounting and control systems and whether or not they are consistent with generally accepted accounting principles;
 - (d) relationships with the financial community; and
 - (e) overall treasury and cash management objectives of the Commission;
 - (iii) review financial procedures and practices employed by the Financial Administrator and the General Manager, including the deposit of funds, the making of disbursements, the maintenance of a check register, the reconciliation of bank statements, the segregation of financial duties, the restriction of access to the established accounting and general ledger systems and the overseeing of the annual audit, and advise the

- Finance Committee and the Board of Commissioners on the efficiency of such procedures and practices;
- (iv) require the Financial Administrator and the General Manager to document and comply with standard accounting policies, procedures and controls to ensure accurate reporting to the Finance Committee and the Board of Commissioners and to identify improper or unnecessary expenditures, budgetary errors or accounting irregularities;
 - (v) review and approve the Financial Administrator's review and approval of manual journal entries and supporting documentation;
 - (vi) review and approve monthly bank reconciliations and general account reconciliations;
 - (vii) report to the Finance Committee and the Board of Commissioners any improper or unnecessary expenditures, budgetary errors or accounting irregularities;
 - (viii) require the Financial Administrator and the General Manager to provide to the Finance Committee and the Board of Commissioners monthly reports regarding the Commission's cash and investment position, including whether the Commission has sufficient cash and investments to pay its debt service, operating expenses,

and capital expenditures and to maintain required reserve levels, the required funding levels for restricted funds, the unrestricted cash and investment balances with comparisons to unrestricted reserves, and the type and performance of the Commission's investments and whether those investments are in compliance with the Commission's investment policies;

- (ix) require the Financial Administrator and the General Manager to provide to the Finance Committee and the Board of Commissioners detailed information concerning the Commission's operating performance, including the budgeted and actual monthly amounts for water sales, water costs and other operating expenses;
- (x) require the Financial Administrator and the General Manager to closely monitor and provide to the Finance Committee and the Board of Commissioners detailed information concerning the progress of construction and other capital projects, including whether the percentage of completion and costs incurred are timely;
- (xi) require the Financial Administrator and the General Manager to provide monthly to the Finance Committee monthly bank reconciliations and general account reconciliations and to provide full and timely reports

documenting any GAAP analysis or communications with GASB;

(xii) require such other reports or information from the Financial Administrator or General Manager as may be necessary to perform the duties hereinabove set forth; and

(xiii) furnish such bonds as may be required by law or the Commission for the faithful performance of the Treasurer's official duties. The cost of such bonds shall be paid by the Commission.

Section 6: Clerk.

a. Appointment. The General Manager shall recommend to the Board of Commissioners persons, who need not be Commissioners, for appointment to the office of Clerk. The Clerk shall be appointed by the Chair with the advice and consent of the other Commissioners. The Clerk shall serve at the pleasure of the Commission, and may be removed without cause by the Chair with the advice and consent of the other Commissioners.

b. Duties. The Clerk shall:

(i) perform or cause to be performed those duties prescribed by law or by the Commission;

(ii) attest the validity of each ordinance, resolution, contract or other document adopted, entered into or maintained as a record by the Commission;

- (iii) have principal responsibility for the oversight of and advise the Board of Commissioners regarding:
 - (a) compliance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*); and
 - (b) Compliance with the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*);
- (iv) review the recordkeeping procedures employed by the General Manager to assure that the vote of each Commissioner on each ordinance, resolution, motion or other proposition brought to a vote is duly recorded and that a permanent record of the minutes of each Commission meeting is recorded, approved and maintained;
- (v) require such reports or other information from the Administrative Staff as may be necessary to perform the duties hereinabove set forth; and
- (vi) furnish such bonds as may be required by law or the Commission for the faithful performance of the Clerk's official duties. The cost of such bonds shall be paid by the Commission.

Section 7: General Manager.

- a. Appointment: The General Manager shall be appointed by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by

the County Chair and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act, and with the advice and consent of the DuPage County Board. The General Manager shall be appointed for an indefinite term and solely on the basis of demonstrated executive and administrative qualifications with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. No Commissioner shall receive an appointment as General Manager during their term of appointment as Commissioner or within one year after the expiration of such term. The General Manager shall serve at the pleasure of the Commission and may be removed without cause by the Chair with the advice and consent of the other Commissioners. The General Manager may demand a written statement of the reasons for any such removal, which shall be furnished within twenty days after the filing of such request. The action of the Chair in removing the General Manager shall be final.

- b. Duties. The General Manager shall be the chief administrative officer of the Commission and shall be responsible for the efficient administration and management of Commission affairs. The duties of the General Manager shall include, but are not necessarily limited to, the following:
 - (i) administrative responsibility for the organization, acquisition, construction, operation and maintenance of the water supply system of the Commission;

- (ii) enforcing the ordinances of the Commission;
- (iii) supervising all employees and consultants of the Commission;
- (iv) hiring and discharging all employees of the Commission (other than those positions appointed by the Chair and/or the Commissioners), in accordance with administrative rules and procedures established by the Commission;
- (v) preparing an agenda for each Commission meeting in advance for general distribution;
- (vi) attending all Commission meetings unless excused therefrom;
- (vii) attending any Commission committee meeting at which his or her attendance has been requested;
- (viii) attending relevant meetings of the Commission's Contract Customers when so requested;
- (ix) recommending policies, plans and procedures for the organization, construction, acquisition, operation and maintenance of the water supply system of the Commission;
- (x) purchasing materials and services and approving change orders according to administrative rules and procedures established in Article VIII hereof;
- (xi) overseeing the preparation of all checks and requiring and overseeing the maintenance of a check register;

- (xii) requiring and overseeing the preparation of a monthly statement of receipts and disbursements;
- (xiii) requiring and overseeing the reconciliation of bank statements on a monthly basis;
- (xiv) overseeing the preparation of an annual audit;
- (xv) preparing an annual budget;
- (xvi) requiring and overseeing the maintenance of a central file of all correspondence and other documents and materials pertaining to the affairs of the Commission;
- (xvii) preparing and presenting to the Commission for consideration and approval such administrative rules, procedures and orders as may be deemed necessary and appropriate;
- (xviii) representing the Commission before conferences, professional associations or relevant public hearings;
- (xix) executing all contracts and other agreements and documents duly authorized to be signed on behalf of the Commission, except such contracts and other agreements and documents as may be required to be signed by the Chair or some other officer of the Commission; and
- (xx) assigning such duties as may properly be delegated to the Financial Administrator or other Administrative Staff.

Section 8: Financial Administrator.

- a. Appointment. The Financial Administrator shall be appointed by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Chair and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act, and with the advice and consent of the DuPage County Board. The Financial Administrator shall be appointed for an indefinite term and solely on the basis of demonstrated financial background and experience to monitor and report on Commission financial matters and budgeting with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. The Financial Administrator shall be hired by and report to the General Manager. The Financial Administrator shall serve at the pleasure of the Commission, and may be removed without cause by the General Manager. The action of the General Manager in removing the Financial Administrator shall be final.
- b. Duties. The Financial Administrator shall be the Finance Director referred to in the Act and the chief administrative financial officer of the Commission. The Financial Administrator shall be responsible for the efficient administration of the Commission's financial activities including, without limitation, financial reporting, investments, budgeting, insurance, purchasing, and human resources. The Financial Administrator shall:

- (i) perform or cause to be performed those duties prescribed by law or by the Commission including, without limitation, those duties prescribed by the Act to be performed by the Finance Director;
- (ii) perform or cause to be performed those duties assigned by the General Manager;
- (iii) establish and then comply with the established financial procedures and practices, including the deposit of funds, the making of disbursements, the maintenance of a check register, the reconciliation of bank statements, the segregation of financial duties, the restriction of access to the established accounting and general ledger systems and the management of the annual audit;
- (iv) document and comply with standard accounting policies, procedures and controls to ensure accurate reporting to the Finance Committee and the Board of Commissioners and to identify improper or unnecessary expenditures, budgetary errors or accounting irregularities;
- (v) review and approve manual journal entries and supporting documentation;
- (vi) review and approve monthly bank reconciliations and general account reconciliations;
- (vii) report to the General Manager, the Treasurer, the Finance Committee and the Board of Commissioners any

improper or unnecessary expenditures, budgetary errors or accounting irregularities;

- (viii) provide to the Finance Committee and the Board of Commissioners monthly reports regarding the Commission's cash and investment position, including whether the Commission has sufficient cash and investments to pay its debt service, operating expenses and capital expenditures and to maintain required reserve levels, the required funding levels for restricted funds, the unrestricted cash and investment balances with comparisons to unrestricted reserves, and the type and performance of the Commission's investments and whether those investments are in compliance with the Commission's investment policies;
- (ix) provide to the Finance Committee and the Board of Commissioners detailed information concerning the Commission's operating performance, including the budgeted and actual monthly amounts for water sales, water costs and other operating expenses;
- (x) closely monitor and provide to the Finance Committee and the Board of Commissioners detailed information concerning the progress of construction and other capital projects, including whether the percentage of completion and costs incurred are timely;

- (xi) provide monthly to the Treasurer and the Finance Committee monthly bank reconciliations and general account reconciliations and provide full and timely reports documenting any GAAP analysis or communications with GASB;
- (xii) restrict access to established accounting systems and general ledger systems and segregate the financial duties performed by Administrative Staff so that no single person has sole access and control over the accounting system or the general ledger system;
- (xiii) monitor and facilitate the acquisition of fidelity bonds, liability and property insurance and group health coverage;
- (xiv) report, and monitor processing of, liability claims;
- (xv) verify that requisitions, purchase orders and payment requests are in line with budget and contract approvals;
and
- (xvi) administer Commission personnel programs and practices particularly as they relate to labor relations, employee benefits, retirement plan administration and pension and insurance benefits.

Section 9: Vacancy. In the event of a vacancy in office, for whatever reason, such vacancy shall be filled according to the same procedure used for the initial election or appointment.

ARTICLE IV

ADMINISTRATIVE STAFF OF THE COMMISSION

Section 1: Administrative Staff. The Administrative Staff shall consist of the General Manager, the Financial Administrator and such other supervisory, professional, administrative and operating personnel as may from time to time be employed or retained by the Commission. The Administrative Staff shall be under the direction of the General Manager.

Section 2: Absence or Inability; Incapacity. In the event of the General Manager's temporary absence or inability to act, he or she may designate such Commission officers or employees as shall be authorized to act on his or her behalf. In the event that the Chair determines that the General Manager is incapable of performing his or her duties, the Chair may, with the advice and consent of the other Commissioners, appoint a qualified person on a temporary basis to perform the duties of the General Manager during such incapacity.

ARTICLE V

LEGAL COUNSEL

Section 1: Appointment or Engagement. Legal counsel shall be appointed or engaged by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Chair and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act. Legal counsel shall be appointed or engaged for an indefinite term and solely on the basis of his or her professional qualifications with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position or assignment. Legal counsel shall serve at the pleasure of the Commission, and

may be removed without cause by the Chair or by the General Manager with the advice and consent of the Commissioners.

Section 2: Duties. Legal Counsel shall be the chief legal advisor to the Board of Commissioners and the General Manager. The duties of the chief legal advisor shall include, but are not necessarily limited to, the following:

- a. performing those duties prescribed by law or by the Commission;
- b. providing advice to the Board of Commissioners and the Administrative Staff in connection with administration of water supply and water purchase and sale contracts, construction of the water supply system, property and right-of-way acquisition, insurance, litigation and other legal matters;
- c. preparing and drafting ordinances, resolutions, contracts and other legal documents, and rendering legal opinions when requested by the Chair, the Board of Commissioners or the General Manager on all matters concerning the interests of the Commission;
- d. attending all Commission meetings, and any committee or other meeting when required;
- e. making reports from time to time and otherwise performing such other duties or special services which the Board of Commissioners or General Manager may require; and
- f. directing litigation and representing the Commission in all legal matters or, if requested or approved by the Commission, recommending the retention of Special Counsel to represent the

Commission or assist the Legal Counsel in certain matters. The Legal Counsel shall oversee and remain responsible for matters handled by Special Counsel.

ARTICLE VI

MEETINGS

Section 1: Regular Meetings. Regular meeting dates of the Commission shall be established in accordance with the provisions of the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* Commissioners may participate, in whole or in part, in regular meetings of the Board of Commissioners by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the following terms and conditions:

- a. All Commissioners participating in a meeting by audio or video conference shall be able to hear concurrently the substance of the meeting, and those Commissioners physically present at the designated meeting site, as well as the media and public in attendance at the designated meeting site, shall be able to hear concurrently the Commissioners participating by audio or video conference.
- b. A quorum of the Board of Commissioners shall be physically present at the designated meeting site and not more than one Commissioner shall participate in a meeting by audio or video conference from the same remote location.
- c. The Chair or the Vice-Chair shall be physically present at the designated meeting site or, if neither the Chair nor the Vice-Chair is participating in the meeting, then the Chair Pro-Tem shall be physically present at the designated meeting site. If the Chair is participating in

the meeting by audio or video conference, then the Chair shall vacate the chair and the Vice-Chair shall perform the duties of the Chair at the meeting.

- d. Any Commissioner participating in a meeting by audio or video conference shall be unable to physically attend the meeting because of (i) personal illness or disability; (ii) a family or other emergency; or (iii) employment purposes or Commission business.
- e. Any Commissioner participating in a meeting by audio or video conference shall have notified the Clerk of his or her intention to participate by audio or video conference in advance of the meeting unless advance notice is impractical.
- f. Any Commissioner participating in a meeting by audio or video conference shall announce his or her name, and shall be recognized by the presiding officer, before speaking.
- g. Any voice vote that includes Commissioners participating by audio or video conference and in which a “no” or “nay” vote is cast shall be ineffective, and the official vote on the passage of the action under consideration shall be taken by a roll call vote.

Section 2: Order of Business at Regular Meeting. The Order of Business at all Regular Meetings shall be as follows:

- a. Roll Call
- b. Public Comments
- c. Approval of Minutes
- d. Treasurer’s Report

- e. Committee Reports and Action Items
- f. Accounts Payable
- g. Chair's Report
- h. Old Business
- i. New Business
- j. Executive Session
- k. Adjournment

The Chair may for good cause suspend or revise said order at any particular Commission meeting. Business conducted at any regular meeting may, with the consent of a majority of the Commissioners present, include the discussion of items not specified in the agenda except as otherwise prohibited by applicable law provided, however, that no final action may be taken on any item not on the agenda. An additional matter may be added to the agenda of any regular meeting upon the written request of four or more Commissioners which, in each case, shall consist of not less than two Commissioners appointed by the County Chair and at least two Commissioners appointed by the groups of mayors as provided by the Act. The written request shall be delivered to the General Manager not less than 7 business days prior to the regularly scheduled meeting at which the requesting Commissioners wish to have the specified matter added to the agenda.

Section 3: Special Meetings. Special meetings may be called by the Chair or the General Manager upon his or her own initiative and shall be called at the request of any four Commissioners. Notice of any special meeting shall be given in accordance with the provisions of the Illinois Open Meetings Act. Commissioners may participate, in whole or in part, in special meetings of the Board of Commissioners by audio or video conference, and

shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 above for regular meetings.

Section 4: Order of Business at Special Meetings. The Order of Business at all special meetings shall be as follows:

- a. Roll Call
- b. Items for Consideration Set Forth in Notice of Special Meeting
- c. Adjournment

Section 5: Emergency Meetings. Emergency meetings may be called by the Chair upon his or her own initiative or at the request of any Commissioner or the General Manager in the event of a bona fide emergency. Notice of an emergency meeting shall be given in accordance with the provisions of the Illinois Open Meetings Act. Business at an emergency meeting may be conducted without reference to a prepared agenda. Commissioners may participate, in whole or in part, in emergency meetings of the Board of Commissioners by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 above for regular meetings.

Section 6: Quorum. A quorum shall consist of a majority of the Commissioners in office.

Section 7: Vote Requirements.

- a. Generally. Subject to the requirements set forth in Subsection 7.b below and any other provision of these By-Laws that states a more specific vote requirement, the concurrence of a majority of the appointed Commissioners shall be necessary for the passage of any ordinance or the incurring of any debt or financial obligation or the

approval of any payment. All other action of the Commission shall require the concurrence of a majority of those Commissioners present, provided there is a quorum. Every Commissioner who shall be present when a question is stated from the Chair shall vote thereon unless excused by the Chair or unless he or she is directly interested in the question. Votes of "abstain," "pass," or "present," or a refusal to vote when present, shall be counted as concurring in the vote of the majority of those who did vote on the question. If there is vote of the majority, the votes of "abstain," "pass," or "present," or a refusal to vote when present, shall not be considered.

b. Specific Vote Required. A majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Chair and at least forty percent (40%) of the Commissioners appointed by the groups of mayors as provided for in the Act, shall be necessary for the adoption of any motion, resolution or ordinance regarding the following items:

- (i) approval of individual contracts, or a series of contracts related to a single Project (as that term is defined in the Water Purchase and Sale Contract between the Commission and its Contract Customers), in an amount in excess of \$100,000.00;
- (ii) setting of rates for the sale of Lake Michigan water to the Commission's Contract Customers;

- (iii) borrowing of funds;
 - (iv) exercise of eminent domain powers;
 - (v) employment of General Manager, Financial Administrator, and Legal Counsel or third-party managerial or professional consultants who are not employees of the Commission;
 - (vi) amendment of the Chicago Water Supply Contract;
 - (vii) amendment of these By-laws in accordance with Section 2 of Article XII herein; and
 - (viii) the approval and addition of new customers to whom the Commission will supply water after approval of the Customer Contract (“Subsequent Customers”).
- c. Omnibus Vote. At any meeting, the Commissioners may by unanimous consent take a single vote by yeas and nays on the several questions of passage of any two or more designated ordinances, orders, resolutions or motions placed together for voting purposes in a single group, which single vote shall be entered separately in the minutes under the designation “omnibus vote,” and in such event the clerk may enter the words “omnibus vote” in the minutes in each case in lieu of entering the names of the members of the Board of Commissioners voting “yea” and those voting “nay” on the passage of each of the designated ordinances, orders, resolutions and motions included in such omnibus group. The taking of such single or omnibus vote and such entries of the words “omnibus vote” in the minutes shall

be considered of like effect as if the vote in each case had been taken separately on the question of the passage of each ordinance, order, resolution and motion included in such omnibus group, and separately recorded in the minutes.

Section 8: Rules of Order. The rules of parliamentary procedure contained in Robert's Rules of Order, as revised from time to time, shall govern all Commission meetings to the extent that they are applicable and not inconsistent with these By-Laws or other special rules, if any, of the Commission.

Section 9: Public Comment. Public comments shall be limited to a period of 30 minutes and to three minutes per person. Persons shall be recognized in order of sign in on the Public Comment Sign In Sheet at the meeting or, if none, in the order determined by the Chair or other presiding officer.

Section 10: Closed Session Minutes and Verbatim Record. The "Closed Session Minutes and Verbatim Record Policy" attached to these By-Laws as Exhibit A govern the creation, maintenance, storage, release and destruction of closed meeting minutes and verbatim records of all public bodies of the Commission that are subject to the Illinois Open Meetings Act.

ARTICLE VII

COMMITTEES AND TASK FORCES

Section 1: Purpose of Committees. The Board of Commissioners has determined that the committee structure may in many situations be the most efficient and productive way for the Commissioners to carry out their responsibilities. The primary responsibilities of all committees shall be suggesting policy, reviewing and investigating Commission matters, and making recommendations to the Board of Commissioners. The committee structure is

established so that more thought and time may be given to Commission matters by delegating review and investigative functions to a portion of its members. Committees, therefore, are not legislative bodies but reviewing and investigative bodies; committee actions shall constitute only suggestions or recommendations to the Board of Commissioners rather than instructions to either the Board of Commissioners or Administrative Staff.

Section 2: Committees. The Commission has established an Administration Committee which is responsible for reviewing and investigating, and suggesting policy and making recommendations concerning, organizational matters, purchase of service agreements and internal affairs of the Commission, including personnel and legal affairs; an Engineering and Construction Committee which is responsible for reviewing and investigating, and suggesting policy and making recommendations concerning, the design, construction, operation and improvement of Commission facilities; and a Finance Committee which is responsible for supervising the Administrative Staff's handling of, reviewing and investigating, and suggesting policy and making recommendations concerning, the Commission's financial affairs and budgeting. The Commission may establish other standing or special committees as it may deem necessary, the duties of which shall be those specified at the time such other standing or special committee is established. The Chair shall appoint all committees and committee chairs with the advice and consent of the other Commissioners. Committee members may participate, in whole or in part, in regular, special and emergency committee meetings by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 of Article VI above for regular meetings, or Section 3 of Article VI above for special meetings, or Section 5 of Article VI

above for emergency meetings of the Board of Commissioners, as the case may be. The Commission may consolidate, abolish or change the duties of any one or more of its committees so long as at all times required by the Act there exists a Finance Committee performing those duties prescribed by law, including conducting monthly meetings to supervise the handling of financial matters and budgeting by Administrative Staff.

Section 3: Chair as Committee Member. The Chair shall be an ex-officio member of all committees and shall be entitled to vote on committee matters. The Chair shall not be counted as a committee member for purposes of determining a quorum unless the Chair is present at the committee meeting.

Section 4: Purpose of Task Forces. A task force structure may in some situations be the most efficient and productive way for the Commission to carry out its responsibilities. The task force structure is especially suited to the review and investigation of matters falling outside the expertise of the Commissioners individually and collectively, and requiring more intensive study than the Commissioners can devote to them along with other matters.

Section 5: Task Forces. The Commission may establish such task forces as it may deem necessary. The Chair shall appoint all task force members with the advice and consent of the other Commissioners. Task force membership may include, but need not be limited to, Commissioners. Task force members may participate, in whole or in part, in regular, special and emergency task force meetings by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 of Article VI above for regular meetings, or Section 3 of Article VI above for special meetings, or Section 5 of Article VI above for emergency meetings of the Board of Commissioners, as the case may be.

ARTICLE VIII

PURCHASING PROCEDURES

Section 1: Coverage. These procedures shall cover all contracts for supplies, material or work being purchased by the Commission except as herein set forth.

Section 2: Definitions. For the purpose of these procedures, “supplies, material or work” shall mean and include, except as hereinafter limited, all work, labor or services; other contracts for services; supplies, equipment or other materials; and the rental, repair or maintenance of equipment, machinery and other personal property. The term “work” shall not include services rendered in a professional capacity such as accounting, engineering or legal services.

Section 3: Minor Purchases. The General Manager shall have the authority to purchase on behalf of the Commission supplies, material or work requiring an expenditure of the sum provided for in 65 ILCS 5/8-9-1 or less pursuant to such procedures as he or she deems calculated to insure the best interests of the Commission, without a specific solicitation of quotations or advertisement for bids.

Section 4: Purchases Requiring Quotations. All purchases of supplies, material or work included in the Annual Management Budget and requiring expenditure in excess of the sum provided for in 65 ILCS 5/8-9-1 shall be made only after the solicitation of at least two written quotations. All such quotations shall be submitted sealed to the Commission and shall be opened in public at a date and time set by the General Manager. A tabulation of all quotations received shall be presented to the Board of Commissioners. In cases where only one quotation is received, there is only a single source for the supplies, materials or work or the purchase was not included in the Annual Management Budget, the expenditure may only be authorized by the Board of Commissioners. The General Manager shall keep a

record of all such purchases and the quotations submitted pursuant to the solicitation therefor.

Section 5: Other Contracts. All contracts, except those provided for in Section 3 and Section 4 of this Article VIII shall be entered into only after advertising for bids in the manner required by the Water Commission Statute.

Section 6: Bid Deposits. When deemed necessary by the General Manager or Board of Commissioners, bid deposits shall be required.

Section 7: Specifications. The following shall apply to specifications.

- a. Specifications shall be available to all bidders;
- b. Specifications shall be general in nature and not so specific as to limit a bidder to a specific brand; and
- c. The Commission shall reserve the right to make clarifications, corrections or changes in specifications at any time prior to the time bids are opened so long as all bidders or prospective bidders are informed of said clarifications, corrections or changes in the specifications.

Section 8: Bid Opening Procedure.

- a. Sealed. Bids shall be submitted sealed to the Commission and shall be identified as bids on the envelopes. The date and time the bid was received shall be recorded on the envelope of the bid.
- b. Opening. Bids shall be opened in public at the time and place stated in the public notices.
- c. Tabulation. A tabulation of all bids received shall be available for public inspection.

Section 9: Acceptance or Rejection of Bids. Except when expressly and specifically limited by the terms of a particular bid solicitation, the Commission shall have the authority to accept the bid which, in its judgment, is the best bid and most favorable to the interests of the Commission and the public; to reject the low bid; to award to other than the lowest bidder; to accept any item of any bid; to reject any and all bids; to accept and incorporate corrections or clarifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to bidders; and to waive irregularities and informalities in any bid submitted or in the bidding process.

Section 10: Bidders in Default to Commission. The Commission shall not accept the bid of a contractor who is or has been in default on a contract with the Commission or in the payment of monies due to the Commission.

Section 11: Award of Contract.

- a. Authority in Board of Commissioners. The Board of Commissioners shall have the authority to award all contracts for the construction of the Commission's water supply system.
- b. Awards. Contracts shall be awarded to the bidder whose proposal is found to be in the best interests of the Commission. In determining the bidder who is to receive the award, the Commission shall consider the following factors in addition to price:
 - (i) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - (ii) Whether the bidder has the requisite facilities, plant, organization and staffing to enable the bidder to perform

the contract or provide the service successfully and promptly, within the time specified, without delay or interference;

- (iii) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (iv) The quality of the bidder's performance of previous contracts or services;
- (v) The previous and existing compliance by the bidder with the laws and ordinances relating to the contract or services;
- (vi) The sufficiency of the financial resources and ability of the bidder to perform the contract or to provide the services;
- (vii) The quality, availability, adaptability and capabilities of the supplies, material or work to the particular use required;
- (viii) The ability of the bidder to provide future maintenance and service for the subject of the contract, if applicable;
- (ix) Any other factor that the Commission may legally consider in determining the proposal that is in the best interests of the Commission;
- (x) If the contract is for "public works" as that term is defined in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), the following factors shall also be considered:

- a. The ability of the bidder to provide future maintenance and service for the subject of the contract, if applicable;
 - b. The bidder and its subcontractors must comply with all provisions of the Illinois Prevailing Wage Act, (820 ILCS 130/0.01 *et seq.*), including wages, medical and hospitalization insurance and retirement for those trades covered under the Act; and
 - c. The bidder and all bidder's subcontractors must participate in active apprenticeship and training programs approved and registered with the United State Department of Labor's Office of Apprenticeship for each of the trades of work contemplated under the contract.
- c. Subsequent Awards. Contracts awarded to a bidder who fails to comply with all conditions precedent to formal execution of the contract agreement may be annulled. Upon annulment of an award, the Commission may award the contract to any other bidder whose proposal is found to be in the best interests of the Commission in accordance with Subsection 11(b) above, or the Commission may advertise anew for bids.

Section 12: Single Bids. The Board of Commissioners desires competitive bids; however, where there is only one bid, that fact alone shall not prevent the Commission from accepting that bid.

Section 13: Performance and Payment Bonds. The Commission may require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the Commission. The Commission shall require a payment bond in such amount as it shall find reasonably necessary to secure payment for material used and labor performed in connection with a public work.

Section 14: Change Orders. All contract change orders shall be considered and approved or disapproved by the Commission during the regular course of its conduct of business except in the following circumstances.

- a. By General Manager. The General Manager shall have the authority to approve any contract change order:
 - (i) based entirely upon approved unit prices; or
 - (ii) In an amount not in excess of \$100,000 when in the judgment of the General Manager and the Commission's consulting engineer such change order requires immediate approval to avoid significant impacts to the project schedule or the incurring of unnecessary and excessive costs by the Commission.

A full written description and explanation of any change order so approved by the General Manager shall be distributed to the Board of Commissioners as soon as possible following its approval.

- b. By Commission at Special or Emergency Meeting. When in the judgment of the General Manager a change order in an amount in excess of \$100,000 requires a more immediate approval than the Commission's regular meeting schedule would permit in order to avoid the incurring of significant impacts to the project schedule or unnecessary and excessive costs by the Commission, or when, in any other case, in the judgment of the General Manager a change order requires the immediate attention of the Commission, the General Manager may call a special or emergency meeting of the Commission for the consideration of such change order.

Section 15: Prohibition Against Subdivision. No contract or change order shall be subdivided to avoid the requirements of these By-Laws. This prohibition shall not prevent the repetitive purchase of supplies, material or work which is purchased over a period of time as needed.

Section 16: Emergencies. In case of an apparent emergency which requires immediate purchase of supplies, material or work to protect persons or property, the General Manager shall be authorized to secure any supplies, material or work necessary to address such emergency by whatever means deemed necessary without regard to the procedures otherwise required under these By-Laws. A full written description and explanation of any such emergency purchase shall be distributed to the Board of Commissioners as soon as possible following the emergency.

Section 17: Bid Item Must Be Budgeted. Contracts or purchase orders cannot be executed and are invalid and void unless the amounts due there under have been budgeted by the Board of Commissioners.

Section 18: Cooperative Purchasing Arrangements. Nothing in this Article VIII shall be interpreted to prohibit the Commission from participating with other public bodies, associations or agencies, or with other units of government, in any cooperative purchasing arrangements subject to bidding or other processes that assure the protection of the best interests of the Commission. Supplies, materials or work purchased through such arrangement shall be exempted from the requirements of this Article.

ARTICLE IX

DISBURSEMENTS

Section 1: No Disbursement Without Authority. No funds, monies or other things of value in the hands of the Commission shall be paid out, disbursed or delivered except upon warrant, draft or order approved and signed as herein provided.

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

Section 3: Required Signatures. All checks shall be manually or electronically signed by any two of the following: the Chair, the Treasurer, the Finance Committee Chair, the General Manager or the Financial Administrator.

Section 4: Designation of Fund and Payee. For each check issued by the Commission, a record shall be kept which specifies the particular fund or appropriation to which it is chargeable and the person or other entity to whom it is payable.

Section 5: Credit Card Policy. It is the policy of the Commission to permit use of corporate credit cards by employees designated by the General Manager and approved by the Board of Commissioners for charging legitimate company expenses. Eligible employees are those who are or will be regularly incurring legitimate business expenses in which this procurement process is more efficient and expeditious. The Commission shall, from time to time, by Resolution adopt specific policies regulating the use of Commission credit cards (the "Credit Card Policy"). Employees made eligible to have and use Commission credit cards, as herein provided, shall first read the Commission's Credit Card Policy and then acknowledge that they have read and understand the Policy and will be bound by, and will adhere to, same. Said acknowledgement shall be evidenced by the eligible employee's signature on the addendum attached to the Commission's Credit Card Policy. The eligible employee shall deliver the executed addendum to the Credit Card Administrator who shall be that person designated by the Commissioners in the Resolution adopting the Credit Card Policy.

ARTICLE X

BUDGET AND AUDIT

Section 1: Fiscal Year. The fiscal year of the Commission shall begin May 1 and shall end April 30 of the following year.

Section 2: Tentative Management Budget. In accordance with the Commission's obligations under any Bond Ordinances and/or the Water Purchase and Sale Contract between the Commission and Contract Customers (the "Customer Contract"), the General

Manager and Administrative Staff shall prepare and submit to the Board of Commissioners and the Commission's Contract Customers a tentative Management Budget not less than 60 days prior to the beginning of the fiscal year. The tentative Management Budget shall contain in reasonable detail an estimate of (i) revenues of the Waterworks System and any other funds to be deposited in the accounts of the Commission, (ii) Fixed Costs (as defined in the Customer Contract) to be payable by each Contract Customer in a stated aggregate dollar amount per month for each, and (iii) Operations and Maintenance Costs (as defined in the Customer Contract) in a stated price per 1000 gallons of water. The tentative Management Budget shall include estimated amounts to be deposited in each month of the fiscal year into the Water Fund and each of the accounts thereof and the requirements, if any, for the amounts estimated to be expended from such accounts. The tentative Management Budget shall also set forth sufficient detail with respect to such revenues, other funds, Operation and Maintenance Costs and other expenditures and such deposits as shall be necessary or appropriate to comply with the Water Supply Contract entered into by and between the City of Chicago and the DuPage Water Commission, or any future water supply contract authorized by the Board of Commissioners. The Board of Commissioners shall hold at least one hearing on the tentative Management Budget ordinance prior to final action thereon, at which hearing the Contract Customers may be heard. The Commission shall give its Contract Customers not less than 21 days' notice of such hearing.

Section 3: Adoption of Management Budget. The Board of Commissioners shall approve and adopt the annual Management Budget on or before April 30 each year.

Section 4: Preliminary Combined Annual Budget and Appropriation Ordinance In Accordance with the Illinois Municipal Budget Law Act. The General Manager and Administrative Staff shall prepare and submit to the Board of Commissioners a preliminary

Combined Annual Budget and Appropriation Ordinance before or within the first quarter of each fiscal year. The preliminary Combined Annual Budget and Appropriation Ordinance shall contain a statement of cash on hand at the beginning of the fiscal year, an estimate of cash expected to be received during such fiscal year from all sources, an estimate of expenditures contemplated for such fiscal year, and a statement of estimated cash expected to be on hand at the end of such year. The Board of Commissioners shall hold at least one public hearing on the preliminary Combined Annual Budget and Appropriation Ordinance prior to final action thereon, in compliance with the Illinois Municipal Budget Law, 50 ILCS 330/1 *et seq.*

Section 5: Adoption of Combined Annual Budget and Appropriation Ordinance Pursuant to the Illinois Municipal Budget Law Act. The Board of Commissioners shall approve and adopt the Combined Annual Budget and Appropriation Ordinance on or before July 31 each year.

Section 6: Audit. The Board of Commissioners shall provide for an annual audit to be made by an independent certified public accountant in accordance with the Illinois Governmental Account Audit Act, 50 ILCS 310/0.01 *et seq.* The Commission's Finance Committee shall from time to time interview and recommend to the Board of Commissioners independent certified public accountants to perform the annual audit.

ARTICLE XI

CONDUCT OF THE COMMISSIONERS, OFFICERS AND EMPLOYEES OF THE COMMISSION

Section 1: Purpose. It is the purpose of the Commission to guarantee fair, efficient, and honest governance of the DuPage Water Commission and to ensure the integrity and objectivity of its Chair, Commissioners, officers and employees. The fundamental principle underlying all policies of the Commission is that all activities of the Commission's officials,

officers and employees must meet appropriate ethical and legal standards. While no one policy can comprehensively address all aspects of appropriate business behavior, the Commission believes that these goals may best be secured through adoption and incorporation of the provisions of Ordinance OFI-0013A-12 of the County of DuPage, commonly referred to as the County Ethics Ordinance (the "Ethics Ordinance"). By the adoption of the Ordinance approving these By-Laws, the Commission expressly adopts and incorporates the provisions in the Ethics Ordinance in the form attached hereto and incorporated herein as Exhibit "B". The version of the Ethics Ordinance incorporated herein is exactly the same as the ordinance enacted and approved by the County Board of DuPage County, Illinois, on August 27, 2013. In applying the Ethics Ordinance to the Commission, as the context may require, where the County Chair is to act, the Chair of the Water Commission, as the presiding officer of the Water Commission shall act, and where the County Board is to act, the Water Commission's Board of Commissioners functioning as the corporate authorities of the Water Commission shall act. Provisions of the Ethics Ordinance which set forth the duties of elected officers, appointees, and employees of DuPage County, including any prohibitions applicable to them, shall apply to all officers, appointees and employees of the Water Commission.

Any amendment to County Ordinance No. OFI-0013A-12 which would apply to the conduct of the Commission's Commissioners, officers and employees and which the Commission could lawfully adopt based upon its own lawful authority and which becomes effective after the effective date of the Commission Ordinance amending and restating these Bylaws shall be incorporated into these By-Laws by this reference as of the effective date of the County's amendatory ordinance and Exhibit "B" attached hereto shall be deemed

to be amended to conform with the content of the County's ordinance amending Ordinance No. OFI-0013A-12 without further action of the Commission.

Section 2: Conflict of Interest. In conformance with The Water Commission Act of 1985 (70 ILCS 3720/2), no Commissioner or employee of the Commission shall be interested directly or indirectly in any contract or job of work or materials, or the profits thereof, or services or services to be performed for or by the Commission. In addition to any other sanction which may be provided within these By-laws or any penalty otherwise provided by law, said statute provides that a violation of the restriction set forth herein is a Class C misdemeanor. A conviction is cause for removal of a Commissioner from his/her office or a person from his/her employment.

ARTICLE XII

MISCELLANEOUS

Section 1: Conflict. In the event of any conflict between these By-laws and any other ordinance, resolution, rule, regulation or order of the Commission, these By-laws shall control.

Section 2: Amendment. In adopting these By-laws, the Board of Commissioners recognizes that the organizational guidelines and rules herein set forth may require revision and adjustment as experience will dictate. Amendments may be proposed by any Commissioner. Any proposal to amend these By-laws shall be submitted in writing to each Commissioner for consideration at a regular Commission meeting. No such proposal shall be passed at the same meeting at which it is initially considered. Any amendment to these By-laws shall be effected by ordinance, which ordinance may take effect immediately upon its passage and approval as set forth in Section 7.b(vii) of Article VI, unless the terms of such ordinance provide otherwise.

Section 3: Suspension of the Rules. The Commission may, by a two-thirds majority vote of the Commissioners present, determine to suspend any of the Rules contained in Article VI through XII hereof; provided, however, that no such suspension shall be construed to suspend the Commission's obligations under applicable state statutes or the "Water Purchase and Sale Contract Between the DuPage Water Commission and Contract Customers" approved on January 18, 2024.

EXHIBIT A

DuPAGE WATER COMMISSION

CLOSED SESSION MINUTES AND VERBATIM RECORDS POLICY

- I. BACKGROUND AND PURPOSE. The Open Meetings Act requires all public bodies to keep minutes of their meetings, whether opened or closed. With the adoption of amendments to Section 2.06 of that Act, 5 ILCS 120/2.06, public bodies also must maintain a verbatim record of all closed meetings in the form of an audio or video recording. This Policy sets forth specific procedures to ensure that the Board of Commissioners of the DuPage Water Commission—and all committees of the Board of Commissioners and other bodies of the Commission that are subject to the Open Meetings Act (“Subsidiary Bodies”)—comply with the requirements for closed sessions.

- II. CLOSED MEETING MINUTES. Minutes of a closed meeting shall comply with the same requirements applicable to minutes for an open meeting. They shall include, at a minimum, the date, time and place of the meeting; the members of the public body that are present and those that are absent; a summary of discussion on all matters proposed, deliberated or decided; and a record of any votes taken. The Open Meetings Act exemption or exemptions applicable to the closed session should be identified in the minutes of the closed session. Minutes of closed meetings shall not be released for public inspection to the extent that there is a need to preserve confidentiality of matters stated in those minutes.

- III. CLOSED MEETING VERBATIM RECORDS. A verbatim record of each closed meeting is required and shall be subject to the following requirements:
 - A. Recordings. Verbatim records shall be made by audio or video recording. Each recording shall be labeled with the name of the meeting body and the date, time and place of the meeting. A statement identifying each participant and the purposes for the closed meeting should be made at the beginning of the closed meeting.

 - B. Confidentiality. All verbatim records of closed meetings are hereby declared to be confidential and not subject to release except pursuant to this Policy or as required by law.

 - C. Duties of Clerk or Designee. The Clerk, or his or her designee, shall be responsible for creating the verbatim record. After a closed meeting, the verbatim record shall be delivered immediately to the Clerk for storage in a secure location within the DuPage Pumping Station. The Clerk shall be responsible for maintaining, storing and restricting access to all verbatim records.

 - D. Access to Verbatim Records. No individual, nor the Board of Commissioners, nor any Subsidiary Body shall have access to any verbatim record of any closed session unless approved by one of the following specific methods:

1. Individual Access. Unless otherwise required by law, no individual, including any member of the Board of Commissioners or any Subsidiary Body, shall have access to any verbatim record unless specifically approved by an affirmative majority vote of Board of Commissioners taken at an open meeting. An individual who is granted the right to access a verbatim record shall do so only at DuPage Pumping Station and in the presence of the Clerk or his or her designee. No verbatim record shall be copied or taken out of the DuPage Pumping Station except as specifically allowed in this Policy or as otherwise required by law.
 2. Subsidiary Body Review. A Subsidiary Body may access a verbatim record of one of its closed meetings only by an affirmative majority vote, taken at an open meeting, of all members of that Subsidiary Body then holding office. A Subsidiary Body shall review a verbatim record only at a duly noticed closed meeting of that Subsidiary Body.
 3. Board of Commissioners Review. The Board of Commissioners may access a verbatim record of one of its closed meetings or of a closed meeting of any Subsidiary Body only by an affirmative majority vote of the Board of Commissioners taken at an open meeting. The Board of Commissioners shall review a verbatim record only at a duly noticed closed meeting of the Board.
 4. Clerk. The Clerk shall have access at all times to all verbatim records for purpose of ensuring their proper care and protection. The Clerk may review a verbatim record, however, only if authorized to do so by an affirmative majority vote of the Board of Commissioners taken at an open meeting.
 5. Court. If the Commission is directed by a court order issued in accordance with Section 2.06 of the Open Meetings Act, 5 ILCS 120/2.06, to deliver a verbatim record, then the Clerk or his or her designee shall deliver the relevant verbatim record to the court, after that record has been reviewed by the Commission's General Counsel or.
- E. Verbatim Record Not Official Record. A verbatim record shall not be part of the official public record of any meeting. Rather, the approved minutes are to be deemed the official record of the meeting.
- F. Notification of Destruction of Verbatim Record. On a regular basis, the Clerk shall provide a written notice listing all verbatim records that are scheduled for destruction (the "Notice of Destruction"). The Notice shall be in a form substantially the same as the form attached as Exhibit 1 to this Policy. The Notice shall be given to (1) the members of the Board of Commissioners, (2) the members of the Subsidiary Body (if the verbatim record was created at a closed meeting of that Subsidiary Body), (3) the

General Manager, and (4) the Commission's General Counsel. The Notice shall include a copy of the approved minutes for each verbatim record scheduled for destruction.

G. Objection to Destruction.

1. Deadline for Objection. A written objection to the destruction of a verbatim record shall be filed with the Clerk within seven days after the date of a Notice of Destruction, or at least three days before the destruction date set forth in that Notice, whichever is later.
2. Who May Object: The Chair or any Commissioner may object to the destruction of any verbatim record of a closed session of the Board of Commissioners or of any Subsidiary Body. A member of a Subsidiary Body may object to destruction of a verbatim record only of a closed session of that Subsidiary Body.

H. Destruction of Verbatim Record if No Objection. Unless a timely written objection to the destruction of a verbatim record is filed with the Clerk in accordance with Section III.G of this Policy, the Clerk shall erase or otherwise destroy each verbatim record listed in the Notice of Destruction on the date set forth in the Notice. No verbatim record shall be erased or otherwise destroyed unless the Clerk certifies that (1) the verbatim record was created at a closed meeting that was concluded at least 18 months prior to the date of destruction and (2) there exists approved minutes of that closed meeting.

I. Procedure When Objection. The following procedure shall apply when a timely objection to destruction is received by the Clerk:

1. Notice of Objection. The Clerk shall promptly send notice of the objection to all parties who received the Notice of Destruction.
2. Deliberation on Objection. At a closed session of the Board of Commissioners or Subsidiary Body scheduled promptly after receipt of an objection, the Board of Commissioners or Subsidiary Body shall determine whether destruction of the verbatim record should be delayed. That decision shall require the vote set forth in the next Section III.I.3 of this Policy. If the required vote to delay destruction is not obtained, then the verbatim record shall be destroyed immediately by the Clerk in accordance with Section III.H of this Policy; provided, however, that no verbatim record of a Subsidiary Body shall be destroyed if either the Subsidiary Body or the Board of Commissioners votes to delay its destruction.
3. Required Vote to Delay Destruction. The destruction of a verbatim record shall be delayed only if: (i) the Board of Commissioners, by an affirmative majority vote, or (ii) the Subsidiary Body, by an

affirmative vote of three-fourths of the members of the Subsidiary Body then holding office, authorizes delay of that destruction.

- J. Procedure When Destruction Delayed. If the destruction of a verbatim record has been delayed pursuant to Section III.I of this Policy, then the Board of Commissioners and/or the Subsidiary Body, if any, that voted to delay destruction shall review the verbatim record in closed session. After that review, the reviewing body shall determine either: (1) that the verbatim record should be destroyed, or (2) that the verbatim record may be released pursuant to Section IV of this Policy, or (3) that the destruction of the verbatim record ought to be delayed to a date certain.

No verbatim record shall be destroyed if the Board of Commissioners or the Subsidiary Body, if any, determines that destruction should be delayed or released pursuant to Section IV of this Policy.

If destruction of a verbatim record is delayed to a date certain, then the Clerk shall provide a new Notice of Destruction for that verbatim record in accordance with Section III.F of this Policy.

IV. Review and Release of Closed Meeting Minutes and Verbatim Records.

- A. Review of Minutes. Not less than twice each year, the Board of Commissioners and each Subsidiary Body shall review its closed meeting minutes to determine if they are eligible for release to the public. In its review, the Board of Commissioners or Subsidiary Body shall determine if the minutes contain information that continues to require confidential treatment. Only portions of written minutes that no longer require confidential treatment shall be released. Written minutes shall not be released unless approved by an affirmative majority vote of the Board of Commissioners or Subsidiary Body taken in public session.
- B. Review of Verbatim Records. Pursuant to Section III.B of this Policy, verbatim records always are *per se* confidential. The Board of Commissioners or the relevant Subsidiary Body may undertake a review of a verbatim record, but only in accordance with Section III.D of this Policy. After review of the verbatim record, the Board of Commissioners or the Subsidiary Body shall require that the verbatim record remain confidential unless, after reviewing the verbatim record in its entirety, the verbatim record is approved for release by an affirmative majority vote of the Board of Commissioners or, for a verbatim record of a Subsidiary Body, by an affirmative vote of three-fourths of the members of that Subsidiary Body then holding office. All such votes shall be taken in open session. (Last amended on October 12, 2006 by Ordinance No. O-11-06).

EXHIBIT 1

NOTICE OF PENDING DESTRUCTION OF VERBATIM RECORDS

[DATE]

To: Board of Commissioners
[Relevant Subsidiary Body]
General Manager
General Counsel

Subject: Notice of Impending Destruction of Verbatim Records

CONFIDENTIAL/PRIVILEGED

As required by the Illinois Open Meetings Act, the Office of the Clerk has been charged with the safekeeping of all verbatim records of all closed meetings of the Board of Commissioners and other bodies of the Commission subject to the Illinois Open Meetings Act.

Pursuant to the Open Meetings Act and to the "Closed Session Minutes and Verbatim Records Policy" of the Commission (the "Policy"), the confidential verbatim records listed below are eligible for destruction.

<u>Public Body</u>	<u>Date of Meeting</u>	<u>Proposed Destruction Date</u>

I hereby certify that (1) the relevant public bodies have previously approved written minutes of the closed meetings to which the verbatim records listed in this Notice were prepared and that those minutes are attached, and (2) the closed meetings to which the verbatim records listed in this Notice relate were concluded at least 18 months prior to the Proposed Destruction Date for those verbatim records.

The Office of the Clerk shall destroy the verbatim records listed in this Notice in accordance with the Policy, unless a written objection is filed with the Office of the Clerk within seven days after the date of this notice or not less than three days prior to the Proposed Destruction Date set forth above, whichever is later.

Clerk

Section 7: General Manager.

- a. Appointment: The General Manager shall be appointed by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the **County Chair** and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act, and with the advice and consent of the DuPage County Board. The General Manager shall be appointed for an indefinite term and solely on the basis of demonstrated executive and administrative qualifications with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. No Commissioner shall receive an appointment as General Manager during their term of appointment as Commissioner or within one year after the expiration of such term. The General Manager shall serve at the pleasure of the Commission and may be removed without cause by the by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Chair and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act~~Chairman with the advice and consent of the other Commissioners.~~ The General Manager may demand a written statement of the reasons for any such removal, which shall be

furnished within twenty days after the filing of such request. The action of the Chairman in removing the General Manager shall be final.



Resolution #: RFBA

Account: 01-60-628000, \$40,000

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/11/2024

Description: **Extension of a Consulting Agreement with John J. Millner and Associates, in an amount not to exceed \$40,000**

Agenda Section: Administration Committee

Originating Department: Administration

It is recommended that the consulting services agreement with John J. Millner and Associates be extended for a one-year period. This service is for state legislation/lobbying services, which DWC finds to remain of value at this time.

Recommended Motion:

To authorize the execution of a Consulting Agreement with John J. Millner and Associates, in an amount not to exceed \$40,000.

CONTRACTUAL AGREEMENT

This Agreement is made on the 1st day of January 2024, between JOHN J. MILLNER AND ASSOCIATES, INC. (“JJM”) having its principal place of business, at 2700 International Drive, Suite 100, West Chicago, IL 60185 and DUPAGE WATER COMMISSION having its principal place of business at 600 E. Butterfield Rd., Elmhurst, IL 60126.

IN CONSIDERATION of DUPAGE WATER COMMISSION, retaining JJM, it is agreed as follows:

I. COMPENSATION AND TERMS

DUPAGE WATER COMMISSION retains JJM and JJM hereby agrees to represent DUPAGE WATER COMMISSION in the capacity of “consultant”, before the Illinois General Assembly and the executive levels of state and local government.

The term of this Agreement is as follows:

\$ 40,000.00
(4 quarterly payments of \$10,000.00)
January 1, 2024 – December 31, 2024

II. WARRANTIES BY JOHN J. MILLNER AND ASSOCIATES, INC.

JJM represents and warrants to DUPAGE WATER COMMISSION that it has the experience and ability to perform the services required by this Agreement; that they will perform said services, in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement; and that they have the power to enter into and perform this Agreement; and that their performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. JJM further warrants that they have complied and will continue to comply with the Illinois Lobbyist Registration Act.

III. INDEPENDENT CONTRACTOR

JJM acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. JJM shall not enter into any contract or commitment on behalf of DUPAGE WATER COMMISSION, JJM further acknowledges that they are not considered an affiliate or subsidiary of DUPAGE WATER COMMISSION, and are not entitled to any of DUPAGE WATER COMMISSION employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

IV. BUSINESS PRACTICES

JJM hereby represents and covenants that they:

-have no knowledge or information that any unlawful payments, disbursements, assignments or transfers of property of any type have been made, or promised to any governmental official or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official;

-will take all reasonable steps to ensure that no unlawful payments, disbursements, assignments or transfers of property of any type be made to any governmental official, or to any inter-

mediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official.

V. CONFIDENTIALITY

JJM recognizes and acknowledges that this Agreement creates a confidential relationship between JJM and DUPAGE WATER COMMISSION and that information concerning DUPAGE WATER COMMISSION, or its operation, whether written or oral, is confidential in nature. All such information concerning DUPAGE WATER COMMISSION is hereinafter collectively referred to as "Confidential Information". JJM will not use, disclose to any third party, directly or indirectly, for its own benefit or the benefit of others, both during the term of the Agreement and subsequent to its termination, any Confidential Information which JJM may acquire or develop in connection with or as a result of the performance of this agreement. JJM further agrees to bind their employees and subcontractors to the terms and conditions of this Agreement.

VI. GRANT

JJM agrees that their work product produced in the performance of this Agreement shall remain the exclusive property of DUPAGE WATER COMMISSION, and that they will not sell, transfer, publish, disclose, display or otherwise make the work product available directly to third parties without DUPAGE WATER COMMISSION, prior written consent. Any rights granted to JJM under this Agreement shall not affect DUPAGE WATER COMMISSION, exclusive ownership of the work product.

VII. TERMINATION OF AGREEMENT

DUPAGE WATER COMMISSION may, with or without cause, terminate this Agreement upon the giving of thirty (30) days prior written notice to the Consultant. In the event of such termination, the Consultant shall be compensated on a pro-rata basis through the date of termination.

IN WITNESS WHEREOF, DUPAGE WATER COMMISSION, and JJM do hereby affirm that they understand the provisions contained herein. Therefore, in consideration of the mutual covenants contained herein, DUPAGE WATER COMMISSION, and JJM, have caused this contract to be executed, by witness of the signatures following, as of the day and year first written.

DUPAGE WATER COMMISSION

JOHN J. MILLNER AND ASSOCIATES, INC

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



Resolution #: N/A

Account: 01-60-613301

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/14/2024

Description: **Approval of Professional Development Travel and Expenses**

Agenda Section: Administration Committee

Originating Department: Administration

The following are approved budgeted expenditures in FQ4 of FY 23/24 and FQ1 of FY 24/25 for Commission Employees to attend professional development training programs and/or conferences in FQ4 including early discount registrations and transportation, and meals, if applicable.

Dates	Location/Event Description	Attendees	Budgeted/Estimated
			Expenditure
April 14 – 17, 2024	Illinois Section American Water Works Association – Annual Water Conference – Peoria, IL	Paul May-General Manager, Chris Bostick- Manager of Water Operations, Jeff Loster-Engineering Manager, Jessica Haney-Project Engineer (presenter), Mike Weed-Operations Supervisor, David Chapman-Senior Pipeline Technician, Peter Rizzo-Meter Technician/Instrumentation Technician	\$7,000
April 22 – 26, 2024	Travel Expenses to meet with Concrete and Steel Pipe Manufacturers in Fort Worth, TX, and Construction/Operations personnel at a 400 MGD Conventional Water Treatment Facility in Houston, TX	Paul May-General Manager, Chris Bostick- Manager of Water Operations, Jeff Loster-Engineering Manager	\$6,000
April 29-May 3, 2024	AMPP CP-1 Corrosion Protection Tester Certification. Houston, TX	James Lithas, Pipeline Technician (replaces Nicholas Constantopoulos)	\$4,600

Recommended Motion:

To Approve the estimated expenditures to attend professional development training programs and other events as listed above.



Resolution #: R-28-24

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2024

Description: **A Resolution Amending and Restating the Personnel Manual**

Agenda Section: Administration Committee

Originating Department: Administration

The Commission's Personnel Manual has not been completely reviewed and updated since 2016. Resolution No. R-28-24 would amend and restate the Personnel Manual in its entirety, effective May 1, 2024. Over the course of the last several months, DWC has been working closely with our HR Consultant, Sikich, to perform a thorough review and update of the Personnel Manual.

The manual has been updated to include previous changes to policies such as paternity leave and tuition reimbursement, and to ensure compliance with State and Federal law and continuity with the current collective bargaining agreement. Additionally, the handbook includes a new employee incentive program to acknowledge and encourage employees who take the initiative in pursuing professional certification, accreditation, and licensing relevant to the water industry that represents value to both the employee and the Commission.

Recommended Motion:

It is recommended that Resolution R-28-24 be approved amending and restating the personnel manual.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-28-24

A RESOLUTION AMENDING
AND RESTATING THE PERSONNEL MANUAL

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 Water Commission Act of 1985 provides that the Commission shall determine its own rules of proceeding; and

WHEREAS, in furtherance thereof, the Commission adopted By-Laws of the DuPage Water Commission, which By-Laws were restated by Ordinance No. O-10-12 and amended by Ordinance Nos. O-12-12, O-6-13, O-7-13, O-1-15, and O-1-24 on March 21, 2024 (the "By-Laws"); and

WHEREAS, pursuant to the By-Laws, the Board of Commissioners of the DuPage Water Commission has the power to pass and enforce all necessary ordinances, resolutions, rules, regulations, and administrative orders for the conduct of business and management of property of the Commission; and

WHEREAS, in furtherance thereof and pursuant to Resolution No. R-1-16, the Commission adopted regulations affecting Commission employment and working conditions, which regulations were amended by Resolution Nos. R-29-17, R-46-17 and R-26-18 (the "Employee Handbook"); and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is reasonable, necessary and desirable, and in the best interest of the Commission, to amend the Employee Handbook, effective May 1, 2024.

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 Personnel Manual of the DuPage Water Commission shall be and it hereby is amended and restated in its entirety so that said Personnel Manual shall, effective as of May 1, 2024, be and read as set forth in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof and shall be in full force and effect as of May 1, 2024. The General Manager shall provide copies of the Personnel Manual available to all Commission employees at least 10 days in advance of its effective date.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2024.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2024/R-28-24.docx

EXHIBIT 1

DELETE PAGE IF NO ATTACHMENT



**DuPage Water
Commission**

Employee Handbook of Policies & Procedures

Effective May 1, 2024



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Welcome Letter

Welcome to the DuPage Water Commission! We are delighted that you have chosen to join our team and look forward to working with you in the important mission to ensure the 1,000,000 DuPage County residents are provided with clean, reliable, and affordable drinking water. As you become familiar with our culture and mission, we hope you will take advantage of opportunities within the Commission to enhance and advance your career while helping us continue to remain the leader in the water industry in Illinois.

You're joining an organization that has a rich history and a reputation for outstanding customer service, leadership, and expertise. We hope you take pride in being an integral part of the Commission, and that you enjoy learning from your co-workers, many of whom have served our organization for decades. Please take time to review this handbook for Commission policies and procedures that you will encounter in your career with us. If you have any questions, please feel free to reach out to your supervisor or myself.

Sincerely,

A handwritten signature in blue ink that reads "Paul D. May". The signature is written in a cursive, slightly slanted style.

Paul May
General Manager



History of DuPage Water Commission

Since 1992, the DuPage Water Commission has provided reliable, quality, responsive, and cost-efficient Lake Michigan water service for its 1,000,000 customers in the communities of DuPage County, Illinois. In our 30+ year history of providing water to DuPage County, we have distributed nearly 1 trillion gallons of water; enough to provide 10 gallons to every human being who has ever lived!

Mission

The DuPage Water Commission exists in service to the municipalities and residents of our service area. Safe and reliable drinking water is one of the most important services provided in the civilized world, it not only provides for comfort and convenience, but is essential to maintain and preserve human life, public health and safety (firefighting, hospitals), and is a critical component of nearly every portion of the economy, whether it is a haircut at a salon or a bowl of pasta at your favorite restaurant. At the DuPage Water Commission, it is our mission to ensure the reliable distribution of safe drinking water to support life and the economy; and to remain the leader among the water industry in Northeastern Illinois.

Purpose of the Handbook and Coverage

This Employee Handbook serves as a general reference guide to help inform employees of the Commission's basic policies, procedures, working conditions, and rules affecting employment. The handbook specifically supersedes and replaces all previous employee handbooks, employee personnel regulations, and employee manuals issued by the Commission, except for any employment contracts, the By-laws of the Commission, any existing Safety Manual, and except as otherwise expressly provided in this handbook. Employees covered under a union contract will abide by the language of that contract as it supersedes this handbook.

The procedures, practices, policies, and benefits described herein may be superseded, modified, amended, or discontinued at any time as the needs of the Commission require. The Commission will make reasonable efforts to inform you of any changes as they occur; however, changes may be implemented at any time, even without notice.

Our objective is to provide you with a work environment that is constructive to both your personal and professional growth, and which is safe and fulfilling. As an employee of the Commission, you are expected to provide residents and visitors with timely service, professional courtesy, and the utmost respect. This includes the expectation that you will be ethical, accountable, transparent, efficient, and effective in your job activities.

The work we perform is important and often complex. Respect for and effective collaboration with co-workers is essential and will be expected from all employees between peers and co-workers. This includes but is not limited to participating in collaborative discussion about an issue or task, discussing and agreeing on safety considerations before commencing activities, seeking effective mentorship between experienced and newer employees, respecting and caring for the tools and equipment assigned to or shared among



employees; and providing support for the work of other employees in a constructive manner and with the intention of contributing to the success of all. A work environment is most pleasant and fulfilling when all employees embrace the shared mission of the Commission and commit as a team to the advancement and safety of all.

You are responsible for reading, understanding, and familiarizing yourself with the policies and benefits included in this handbook. If you are uncertain about any policy or procedures or have any questions, please ask your supervisor. After you have read and understood the handbook, please sign the acknowledgement statement at the end of the handbook and return it to your supervisor or the Financial Administrator.

The administration of this handbook and interpretation of these policies shall be the responsibility of the General Manager. The policies, procedures, and rules contained herein shall not be construed to limit the power and authority of the General Manager to make additional policies, procedures, and rules governing the conduct and performance of employees. For the purposes of this handbook, the General Manager's supervisor shall be the Board of Commissioners.

In the event of a conflict between these policies and the provisions of a written employment or union contract, the contract shall prevail. In the event of a conflict between these policies and any applicable law, the law shall prevail.



SECTION 1: EMPLOYMENT RELATIONSHIP

At-Will Employment

At-will employment refers to the relationship the Commission has with all employees and, as such, you should understand that your employment with the Commission is for no specified period of time and is on an at-will basis. As a result, you are free to resign from the Commission at any time for any reason. Similarly, the Commission is free to terminate the employment relationship with you at any time, with or without cause, or with or without notice.

Nothing in this handbook creates or is intended to create an employment agreement, express or implied. Furthermore, nothing contained in this or any other Commission document provided to any employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time.

Equal Employment Opportunity

The Commission is committed to providing a work environment that promotes equal employment opportunities to employees and applicants and prohibits discrimination and harassment of any type in employment opportunities or practices. Employment decisions at the Commission are based on an assessment of the individual's merits, qualifications, and ability to perform the essential job duties and responsibilities. They are not based on or affected by an applicant's or employee's race, color, religion, sex, sexual orientation, pregnancy, order of protection status, creed, national origin, ancestry, citizenship status, age, gender, gender identity or expression, marital or parental status, physical or mental disability, political affiliation, military status, or any other characteristic protected under federal, state, or local laws governing nondiscrimination in employment.

This policy applies to all employees and applicants and to all terms and conditions of employment including recruitment, promotions, disciplines, terminations, layoffs, recalls, transfers, leaves of absence, compensation, benefits, and training.

The Commission will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the Commission's business operations.

See the Commission's Internal Complaint Procedure for any employee who believes discrimination has occurred.

Americans with Disabilities Act (ADA)

The Commission complies with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAA) when dealing with situations involving job applicants or employees with a disability. The Commission will take appropriate steps to provide reasonable accommodations, as required by law, for qualified individuals with



known disabilities who, with or without reasonable accommodation, can perform the essential functions of a job, so long as doing so does not cause an undue hardship for the Commission. The Commission prohibits any harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested a reasonable accommodation.

Any employee with a disabling condition that limits his or her ability to perform the essential functions of a job is encouraged to notify their supervisor of the disabling condition as soon as it's known. The Commission can only act on the basis of information provided by employees. Employees may be asked to submit a statement from a treating physician describing the nature of the disabling condition, the limitations it imposes on the employee's ability to perform his or her job duties, and the length of time the physician believes the disability will last. Please note that if the employee is requesting a long-term accommodation of a disability, the employee may also be asked to provide periodic updates from the physician certifying that the condition is still in effect. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

Eligibility to Work in the United States

All new employees must complete an I-9 Employment Eligibility Verification form and provide the Commission with the appropriate documentation within three (3) days of employment. In compliance with the Immigration Reform and Control Act of 1986, employers must verify the identity and employment eligibility of all new hires, and it may hire only persons who are legally eligible to work in the United States. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Commission within the past three (3) years or if their previous I-9 is no longer retained or valid. The documents provided by the candidate will be copied and filed with his or her I-9 Form separately from the main personnel file.

If an employee at any time cannot provide verification of the employee's right to work in the United States within three (3) days of the employee's start date the Commission will be obligated to terminate employment.

Anti-Harassment

The Commission is committed to providing a work environment that is free of all forms of harassment and will not tolerate harassment of employees by anyone, including any supervisor, co-worker, vendor, contractual staff, or citizen. Actions, words, jokes, or comments based on an individual's race, color, religion, sex, national origin, ancestry, age, marital status, disability, handicap, or other legally protected characteristic will not be tolerated. Harassment of the Commission's employees by non-employees, such as suppliers and other third parties with whom our employees interact while performing their job duties is also unlawful and strictly prohibited.

Furthermore, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a



harassment complaint is similarly unlawful and will not be tolerated. The Commission will take all reasonable steps necessary to prevent and eliminate unlawful harassment.

Definition of “Unlawful Harassment.” “Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, a hostile, or an offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual’s work performance; or otherwise adversely affects an individual’s employment opportunities because of the individual’s membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or another characteristic protected by state or federal law.

Definition of “Sexual Harassment.” While all forms of harassment are prohibited, special attention should be paid to sexual harassment. “Sexual harassment” can include all of the above actions, as well as other unwelcome conduct, and is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whereby:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment.
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

The following non-exclusive list includes examples of conduct that violates the Commission’s policy against sexual harassment:

- Unwelcome physical contact such as touching, pinching, patting, grabbing, rubbing, or brushing against another employee’s body;
- Physical assaults of a sexual nature, such as rape, sexual battery, or molestation;
- Unwelcome sexual advances, propositions, or other sexual comments such as sexually-oriented gestures, sounds, remarks, jokes, or comments about a person’s gender, sexuality, or sexual experiences;
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct; or subjecting or threatening to subject an employee to more onerous terms or conditions of employment because of that employee’s gender or rejection of sexual advances, propositions, or comments;



- Sexual or discriminatory displays, publications, or electronic communications, anywhere in the workplace such as pictures, posters, calendars, graffiti, objects, books, or other materials that are sexually suggestive, demeaning, or pornographic.

See the Commission's Internal Complaint Procedure for any employee who believes harassment of any kind has occurred.

Policy Against Retaliation

The Commission's policy prohibits retaliation against any employee who makes a good faith complaint of unlawful discrimination or harassment in the workplace, who files a charge regarding the same, or who participates in any related investigation or proceeding.

Employees should use the Commission's Internal Complaint Procedure referenced above to report incidents of alleged retaliation.

The Commission encourages the reporting of unlawful discrimination, harassment, and retaliation and will not retaliate or allow retaliation against an individual for reporting in good faith a violation of any policy or for cooperating in an investigation. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action, up to and including termination. False and frivolous charges are not charges made in good faith which cannot be proven; rather, they are cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment.

For the purposes of this policy, retaliation means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for an employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

The State Officials and Employees Ethics Act (5 ILCS 430/1-1 *et seq.*) and the Whistleblower Act, (740 ILCS 174/1 *et seq.*) provide protection against retaliation for disclosing or threatening to disclose to a supervisor or to a public body an activity, policy, or practice that the employee reasonably believes is in violation of a this policy or a law, rule, or regulation; providing information to or testifying before any public body conducting an investigation, hearing, or inquiry into any violation of this policy or a law, rule, or regulation by any officer, or employee; or assisting or participating in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act. Additionally, the Illinois Human Rights Act (775 ILCS 5/6-101 *et seq.*) prohibits retaliation for complaining or participating in an investigation regarding sexual harassment.



Internal Complaint Procedure

The Commission is committed to enforcing its policy against unlawful discrimination and harassment vigorously at all levels of the organization. All employees must conduct themselves in a way that ensures they do not engage in acts of unlawful discrimination or harassment. All supervisors and managers are responsible for making sure that the employees who report to them are aware of this policy, for ensuring that their personnel decisions comply with this policy, and for taking disciplinary action (after consultation with the General Manager) when inappropriate behavior has been identified following an investigation. Conduct that disregards or violates this policy will not be tolerated. Employees who violate this policy will be subject to appropriate disciplinary action, up to and including termination.

How to Report. Employees are expected to inform others in the workplace whenever conduct is unwelcome and offensive. Any employee who feels that he or she has been subjected to or has witnessed unlawful discrimination or harassment in the workplace immediately should report the matter – preferably in writing – to his or her immediate supervisor or the General Manager (or, in the case of a complaint against the General Manager, to a member of the Board of Commissioners).

Employees may also make a report of sexual harassment confidentially by submitting a report to the General Manager (or, in the case of a complaint against the General Manager, to a member of the Board of Commissioners). Employees may also make a report to the Illinois Department of Human Rights (www.illinois.gov/dhr/) (Illinois Department of Human Rights, 100 W. Randolph Street, 10th Floor, Intake Unit, Chicago, IL 60601 (312) 814-6200).

Investigation. The supervisor or General Manager (or Commissioner) is responsible for ensuring that the matter is promptly investigated. This may include, but is not limited to, interviewing the employee, the alleged harasser, supervisors, and other personnel as necessary to obtain sufficient factual information on which to base a decision. In all cases, the investigation will be conducted by persons who are not involved in the alleged harassment or discrimination. Confidentiality will be maintained to the extent it is consistent with the Commission's obligation to conduct a full and effective investigation.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the Commission. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

Response. After the investigation, the General Manager and other appropriate supervisor(s) will evaluate the facts uncovered in the investigation and will reach a decision regarding the validity of the complaint within a reasonable period of time. If the complaint is substantiated, appropriate disciplinary action will be taken, up to and including termination. In the case of unlawful harassment by a non-employee, the Commission will notify the



person of the Commission's policy against harassment and take such other action as may be appropriate under the circumstances.

If the complaint is not substantiated, the matter will be closed. In either case, however, the employee reporting the discrimination or harassment will be advised when the investigation has been completed by the Commission.

External Complaint Procedure

The Commission hopes that any incident of harassment can be resolved through the internal process outlined above. However, employees have the right to file formal charges with the Illinois Department of Human Rights (IDHR) and/or the United States Equal Employment Opportunity Commission (EEOC). Filing deadlines exist for each of these agencies.

Employees may also make a report to the Illinois Department of Human Rights (www.illinois.gov/dhr/) (Illinois Department of Human Rights, 100 W. Randolph Street, 10th Floor, Intake Unit, Chicago, IL 60601 (312) 814-6200).

Employment Classifications

In order to determine eligibility for overtime status and employee benefits and to ensure compliance with the Fair Labor Standards Act (FLSA), the Commission classifies employees as shown below. If you change positions during your employment with the Commission or if your job responsibilities change, you will be informed by the General Manager of any change in your employment classification.

Full-Time Employee. Full-time employees are those who are not assigned to a temporary status, and who are regularly scheduled to work 35 hours or more each week of the calendar year. Generally, full-time employees are eligible to earn benefits, or participate in the Commission's benefit programs, subject to the terms, conditions, and limitations of each benefit program.

Part-Time Employee. Part-time employees are those who are not assigned to a temporary status, and who are regularly scheduled to work less than 35 hours per week. Part-time employees are not eligible to earn benefits or participate in the Commission's benefit programs unless required by law.

Temporary Employee. Temporary employees are those who are hired for a limited period to temporarily supplement the workforce, to assist in the completion of a specific project, or as an interim replacement. Temporary employees retain a temporary status unless and until notified of a change by the General Manager. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees are not eligible to earn benefits or to participate in the Commission's benefit programs unless required by law. Temporary employees may either be classified as full-time or part-time employees.



Exempt Employee. Exempt employees generally are those who are paid on a salaried basis and who serve in executive, administrative, professional, or other “exempt” positions as defined by the FLSA and other applicable wage and hour laws. The salaries of exempt employees are intended to fully compensate them for all hours which they may be required to work to perform their assigned responsibilities and therefore, are not eligible for overtime.

Nonexempt employee. Nonexempt employees are generally those who are paid on an hourly basis and are entitled to be paid for all hours worked as well, including overtime compensation at the rate of one-and-one-half (1½) times their regular rate of pay for all hours worked in excess of 40 in any workweek.

For purposes of this section, week or workweek shall mean seven (7) consecutive days starting on Sunday at 12:00 a.m. and ending on the following Saturday at 11:59 p.m.

Personnel Records

The Commission creates and maintains personnel files for each of its employees. These files contain information that is relevant and necessary for administering employment activities or that is required by law or regulations. The primary file contains employment records and performance information. Documents that include medical information, background checks, reference checks, social security numbers, or other protected class information such as age, race, gender, national origin, disability, and marital status are filed separately.

In order to keep personnel records correct and up-to-date, employees are responsible for providing the Commission with current information regarding the following:

- Legal change in the employee’s name.
- Social Security Number.
- Home address and home telephone number.
- Marital status.
- Number of dependents.
- Change in beneficiaries.
- Persons to be notified in case of emergency.
- Any conviction of a crime.
- Any relevant changes in licensing or education.
- Other information pertinent to the administration of benefits or employment.

Personnel files are the property of the Commission and access to the information they contain is restricted. Supervisors and other management personnel who have a legitimate business reason to review information in the file are allowed to do so. All personnel files are considered confidential except where information is required to be disclosed by law or court order.

Pursuant to the Illinois Personnel Record Review Act, current employees, employees laid off subject to recall, and employees on leaves of absence with a right to return to their jobs, and former employees who have terminated service within the preceding year have the right to



inspect their own employee records up to two (2) times per calendar year, to request correction of any errors, and to add their version of any disputed information. This right of inspection is subject to certain exceptions as set forth in said statute.

An employee who wishes to inspect his or her personnel file must submit a written request to the General Manager, who will schedule a mutually convenient time for the inspection within seven (7) days of the request. The inspections generally will take place in the presence of the General Manager or his or her designee. The employee may obtain copies of any document in the personnel file; however, the original must be maintained in the file. Personnel records are the property of the Commission and may not be removed from the premises.

Employment of Relatives

The employment of relatives can result in various issues arising such as charges of favoritism and conflicts of interest that work to the disadvantage of both the Commission and its employees. Therefore, it is the policy of the Commission not to hire or employ a close relative of any Commissioner, the General Manager, or any supervisory-level employee of the Commission where the candidate for employment will work directly for or supervise a close relative. Specifically, an employee may not be hired to a position that establishes an immediate supervisor/employee relationship between two (2) individuals who are close relatives. In addition, close relatives will not be assigned as peers working in the same physical location.

For purposes of this policy, the term “close relative” includes the following relationships, whether established by blood, marriage, or other legal action: grandparent, grandchild, mother, father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepparent, stepchild, aunt, uncle, nephew, niece, or cousin.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the Commission provided they don’t work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the Commission will attempt to reassign one of the employees to another position for which the employee is qualified if such a position is available.

At its sole discretion, the Commission may reassign or terminate employees who have a personal romantic relationship with another fellow employee. We ask that if you are dating another Commission employee that you inform a member of management. Failure to disclose facts in either type of situation may lead to disciplinary action, up to and including termination.



SECTION 2: EMPLOYMENT PRACTICES

Open Door Policy

The Commission encourages employees, as well as management, to talk openly to each other about work and working relationships so that effective, continuous, employee/management communications exist. Employees who have questions about the contents of this handbook or about any aspect of their employment are encouraged to raise them with their supervisor or the General Manager. The Commission desires to keep an open line of communication with all employees and expects each employee to give us his or her input to achieve our mutual goals.

Recruitment Practices

The Commission is committed to employing, in its best judgement, the best qualified candidates for vacant positions while engaging in recruitment and selection practices that are in compliance with all applicable federal, state, and local employment laws. During the recruitment process, the Commission will consider, but will not be limited to, such factors as educational background, previous work experience, skills, and abilities when reviewing the applicants.

Employment Applications and Resumes. All applicants for employment at the Commission, including transfer and promotion opportunities, must complete the employment application form provided by the Commission. Resumes may be accepted in addition to, but not in place of, the employment application.

The Commission may require applicants to provide professional references, proof of education/certifications/license, legal work authorization, and criminal background history as allowed by law, when applicable.

The Commission relies on the accuracy of information contained in the employment application, resume, and other documentation presented by the applicant during the hiring process. Any false statements, omission, or misstatement of material fact on an employment application, resume, or other document used to secure employment with the Commission, or during any pre-employment interview, will be grounds for rejection of the individual's application or for immediate termination of employment if the individual already has been hired, regardless of the time elapsed before discovery.

Pre-Employment Testing and Drug Screening.

- a. **Pre-employment Testing.** The Commission may use pre-employment testing as a measure to assess applicants' job-related skills and abilities where appropriate. Examples of pre-employment tests may include, but are not limited to, aptitude, mechanical, computer skills testing, or any other job related skills that can be identified with a questionnaire or test.
- b. **Background Checks.** Offers of employment will be contingent upon satisfactory outcome of a thorough background check conducted by a third party provider selected by the Commission.



- c. **Reference Checks.** Professional, work-related references will be contacted to confirm suitability for hire based on job-related factors.
- d. **Drug and Alcohol Screening.** Pre-employment and post-offer screening for alcohol and controlled substances will be conducted by a testing facility of the Commission's choice.
- e. **Physical Exams.** Any offer of employment for applicants filling a non-administrative position is contingent upon the satisfactory outcome of a medical and physical examination by a physician of the Commission's choice. The purpose of the examination is to determine whether the individual is physically able to perform the essential duties of the job with or without reasonable accommodations.
- f. **Driving Records.** Driving record checks may be conducted on all new employees who are required to operate a vehicle as a condition of their employment. Employees should expect regular checks on the validity of their driver's license. However, any employee who receives a suspension or loss of driving privileges is required to notify their supervisor and the General Manager immediately.

Failure to satisfactorily complete any of the above checks and screenings may result in an offer of employment being withdrawn. If an individual has already started working, the employee may be subject to disciplinary action, up to and including immediate termination of employment, as determined in the Commission's discretion.

Posting of Vacancies. Notice of vacancies will be posted on a centrally located bulletin board for five (5) working days prior to posting the vacancy externally. Any interested employee must submit an application for a vacant position to the General Manager or his assigned designee during the five (5) day posting period unless the notice otherwise provides. Union positions will abide by the procedures outlined in the then-current union contract.

Promotions and Transfers. The Commission has a preference for promoting and/or transferring current employees to fill vacancies whenever appropriate. Any qualified employee who expresses interest in an open position will be given fair consideration. Factors that will be considered in assessing an employee's qualifications for promotion or transfer will include, but are not limited to, job knowledge, educational background, duration of time in current position and/or with the Commission, proven skills and abilities, disciplinary record, attendance record, a demonstrated history of effective and collaborative engagement with coworkers, and past performance reviews.

The Commission reserves the right to transfer employees from one position or job assignment to another, on a temporary or long-term basis, to meet the needs of the Commission. Employees are expected to cooperate when asked to transfer or handle special assignments. The Commission also will consider transfer requests initiated by employees.

New Employee Onboarding

Prior to the first day of work, the new employee should be scheduled for an orientation with Human Resources and/or the direct supervisor. The following is a list of non-inclusive items that may be included in the new employee onboarding:



- Overview of Commission's history, goals, and objectives;
- Completion of new hire paperwork such as the I-9 form, tax forms, and benefits enrollment information;
- Review of the job description and duties and responsibilities of the position;
- Introduction to other employees;
- Presentation with any codes, keys, and procedures needed to navigate within the workplace;
- Explanation of the Commission's Orientation and Basic Training Period (OBT) and Performance Appraisal process;
- Review and answer any questions related to the Employee Handbook. The employee is requested to sign the Employee Handbook Acknowledgement Form and turn it into his or her supervisor;
- Safety Orientation.

The employee is solely responsible for accurately filling out and submitting all new hire paperwork such as payroll documents, tax withholding, and benefits enrollment.

Probationary Period

All newly hired employees, re-hired employees, and existing employees transferring to a new employment classification or job assignment must undergo a 12-month orientation and basic training (OBT) period. The OBT period is intended to give employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether their employment with the Commission meets their expectations. The Commission uses this period to evaluate the employee's qualifications, work habits, and overall performance. Employees will receive a performance evaluation at the end of their OBT period.

If the General Manager determines that the initial OBT period does not allow sufficient time to properly evaluate the employee's qualifications, the OBT period may be extended. On the other hand, if it is determined that an employee is not suited for the position, he or she may be transferred or terminated prior to completion of the OBT period. Satisfactory completion of the OBT period does not guarantee continued employment with the Commission for any particular term.

Reference Checks

Unless former employees provide an appropriate, signed release waiver, supervisors and administrative staff of the Commission will verify job title, dates of employment, and eligibility for rehire.

Performance Reviews

The Commission believes it is important to provide each employee with a performance review once a year. Performance reviews give supervisors an opportunity to explore the employee's progress on the job, identify effective performance, address any work-related



problems, establish goals for future performance, growth, and career development, and determine merit-based wage increases.

It is the supervisor's responsibility to keep his or her employees informed of their ongoing progress and performance throughout the year. Employees who feel uncertain as to how they are doing or where they stand should not hesitate to ask their supervisor. Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

Among the factors evaluated on an annual basis are the employee's job knowledge, quality and quantity of work, attendance, cooperation, dependability, and ability to work as a team member.

All performance reviews will be discussed with the employee and should be signed and dated by the employee and his or her supervisor. Employees will have the opportunity to express their comments on the review, in writing. The reviews and any such comments will become a part of the employee's personnel file.

All wage increases are merit based and dependent upon a "Competent" level of performance, as determined by the General Manager through the performance review process.

Outside Employment

The Commission recognizes that employees may occasionally seek a second job outside their employment with the Commission. A Commission employee is expected to devote the time and effort necessary for the successful accomplishment of the Commission work for which he or she is responsible. Secondary or outside employment in conflict with this primary obligation will not be supported.

Further, an employee may not undertake any outside employment that:

1. Appears to create a conflict of interest situation;
2. Requires the use of Commission facilities, equipment, or material;
3. Causes doubt as to the observance of ethical standards or canons of professional ethics;
4. Obligates the employee to be available to the outside employer during his or her normal working hours with the Commission; or
5. Requires the use of the Commission's name for advertisement purposes, or otherwise, in connection with such outside employment.

Prior to undertaking outside employment, an employee must request and receive written approval from the General Manager.

Outside employment is not an acceptable reason for poor performance, absence, tardiness, leaving early, refusing to travel or work overtime, or requiring a change in schedule. Additionally, employees who have accepted outside employment may not use paid sick time



to work on the outside job. If the General Manager determines that an employee's outside employment interferes with his or her performance or ability to meet the Commission's requirements, as they are modified from time to time, the employee will be required to terminate the outside employment.

Employee Grievance Process

This process is established to assure prompt action in the resolution of employee grievances in the interest of maintaining good employee relationships. Complaints related to claims of harassment and discrimination should follow the internal procedure outlined earlier in this handbook. Examples of employee complaints that can be reviewed through the grievance process set forth in this section are related to application of these policies and procedures, fair application of departmental policies, and disagreement over disciplinary action proceedings. Employees are encouraged to raise concerns with their supervisors as a first line of communication. Grievances by a union employee should follow the procedures detailed in the employee's union contract.

The normal steps leading to such resolution of employee complaints and alleged unfair employment practices are outlined below:

- **Informal Discussion.** Many disagreements or problems are based on misunderstandings or misconceptions relating to job functions, the workplace, or work environments. Informal discussion between the employee and his or her supervisor will frequently resolve these problems.
- **Formal Investigation.** If a problem cannot be resolved by such informal discussion, the formal investigation of the complaint should progress in the following manner:
 - Stage 1. Supervisor. The employee may submit a written complaint to his or her supervisor within 10 business days of the event giving rise to the complaint. The supervisor will schedule a meeting within 10 business days of the receipt of the complaint to attempt to settle the matter. The supervisor will submit a written response with a copy to the General Manager within 10 business days of the meeting. If the supervisor fails to respond to the request in the time allotted, the request should be made to the General Manager.
 - Stage 2. General Manager. If the complaint remains unsettled at Stage 1, the employee may advance the written complaint to the General Manager (or designee) within 10 business days of the response in Stage 1. The General Manager will schedule a conference within 10 business days of the receipt of the grievance to attempt to settle the matter. The General Manager shall submit a written response within 10 business days of the meeting. If the meeting is not scheduled, the General Manager will issue a final determination to the complainant in writing within 15 business days of receiving the complaint at Stage 2. All determinations of the General Manager are final.

Although total confidentiality in investigating employee complaints and concerns cannot be assured, the Commission will attempt to preserve confidentiality to the extent that the



needs of the situation permit. The Commission will not tolerate any type of retaliation against an individual who in good faith presents a complaint for resolution.

This problem-solving procedure is part of the Commission's overall effort to keep an open line of communication with its employees. However, the Commission reserves the right to depart from this procedure, in whole or in part, in any given case. Furthermore, nothing stated herein should be construed as guaranteeing employees any particular benefits, procedures, terms or conditions of employment, or as otherwise limiting the prevailing "at-will employment" relationship between the Commission and its employees. Complaints involving alleged discriminatory practices shall be processed in accordance with the Commission's Anti-Harassment policy.

Termination/Resignation

Because the employment relationship is "at-will," the Commission and its employees retain the mutual right to terminate the work relationship at any time with or without cause.

If you find it necessary to resign or you decide to retire, you must notify your supervisor. Written notification is required, setting forth the effective date of the resignation and reason for resignation. It is customary and expected for a resigning employee to give at least two (2) weeks' notice so that the Commission can make arrangements to find a replacement.

Employees may be terminated from employment with or without cause, for any reason not prohibited by law. A terminated employee will receive his or her final paycheck, including the value of earned vacation leave, on the next regular payday following termination unless earlier payment is required by state law or approved by the General Manager.

Upon separation or termination, an employee must return all Commission property including commission-issued badges, uniforms and personal protective clothing and equipment, tools, vehicles, files, records, keys, cell phones, computers, etc. The Commission will take all available legal actions necessary to recover and protect its property.

If applicable, information regarding benefits continuation through the Consolidated Omnibus Benefits Reconciliation Act (COBRA) will be provided to the employee either on their last day of employment or mailed to their home address on record within 14 calendar days following the employee's termination.



SECTION 3: COMPENSATION PRACTICES

Workweek and Hours of Work

Employees work varying shifts based on their individual duties and the needs of the Commission and our customers. A standard workweek consists of five (5) eight (8) hour shifts per week, typically Monday through Friday. Operators will be scheduled for rotating shifts seven (7) days a week. Supervisors will advise all employees of the times their schedules will normally begin and end.

Staffing needs and operational demands may necessitate variations in starting and ending times, variations in the number of hours scheduled each day and each week, and mandatory overtime work. The Commission reserves the right to change work schedules and/or hours as necessary. Every attempt will be made to provide timely and appropriate notification of any change.

Employees are prohibited from working more than eighteen (18) hours in any twenty-four (24) hour period under any circumstance. Employees who work hours other than those that they are scheduled to work will be subject to disciplinary action, up to and including termination.

Meal Periods

By Illinois State Law, a nonexempt employee who is scheduled to work a minimum of 7.5 continuous hours will be provided a meal period of at least 20 minutes beginning no later than five (5) hours after the start of their shift. The Commission provides a 30-minute unpaid meal period for employees working an eight (8) hour shift on any given day. The timing of the meal period varies among departments and is at the discretion of the supervisor. Nonexempt employees are not compensated for the required lunch period. It is important to return to work on time at the end of your meal period ready to work.

Rest Periods and Breaks

Employees who work three and one half (3½) hours but less than seven (7) hours will be provided one (1) paid 15-minute break. Employees scheduled for an eight (8) hour day may take two (2) non-consecutive 15-minute breaks. Your breaks cannot be taken in increments or back-to-back. You may take one 15-minute break in the morning, and one 15-minute break in the afternoon. Break periods are counted as hours worked and are paid for by the Commission. Break periods should not be extended for more than the allocated 15-minute period. Excessive breaks will not be permitted and repeated violations of this policy by an employee may result in disciplinary action, up to and including termination.

The Commission will schedule meal and break periods in order to accommodate Commission operating requirements.



Overtime

At times staffing needs and operational demands may necessitate mandatory overtime work. In accordance with the Federal Labor Standards Act (FLSA), non-union, nonexempt employees are eligible to receive overtime pay at a rate of one and one-half (1½) times their regular rate of pay for all time worked in excess of 40 hours per workweek. Overtime pay for union employees is in accordance with the current union contract. The Commission will try to give reasonable advance notice of all mandatory overtime work.

Approved paid leaves, such as vacation, holiday, or personal time will be counted as time worked for purposes of computing overtime compensation. Sick pay will not be considered hours worked when calculating overtime. The General Manager may authorize occasional, minor variations in an employee's normal work schedule to accommodate special circumstances that require the employee's absence from work during part of a regularly scheduled shift. All overtime work must be approved by a supervisor or the General Manager prior to performing the work.

Nonexempt employees are not permitted to begin working before their scheduled starting time or to continue working after their scheduled quitting time. A nonexempt employee working more than their regularly scheduled hours, without supervisory approval, may be subject to disciplinary action, up to and including termination.

Exempt employees are not paid overtime, regardless of the hours worked in a workweek.

Time Records

Federal and State of Illinois laws require the Commission to keep accurate time records to ensure that employees are paid properly for the hours they work. Timecards, time sheets, or other appropriate documents, including electronic documents, are used to record hours worked.

Nonexempt employees whose time is recorded on a time clock are required to clock in and out or document their arrival and departure with the approved method for their department. Employees are expected to be properly attired, equipped, and prepared to commence work at the designated time. Employees should not use work time for changing into/out of work clothes. Nonexempt employees who work hours other than those that have been approved by his or her supervisor may be subject to disciplinary action.

Employees are responsible for accurately recording work time, as well as any departure for non-work related reasons. Any errors in time records must be immediately reported to your supervisor. Absent prior authorization, nonexempt employees are not permitted to start work until their scheduled starting time or work past their scheduled ending time.

The Commission strictly prohibits nonexempt employees from working off the clock for any reason. All time spent working must be logged and accounted for. Personal time off, holidays, and absences for jury duty, bereavement leave, military training, or any other leave of absence must be recorded appropriately by all employees. Time documents are to



be submitted daily and must be approved by the employee's supervisor. If an employee is absent, the time document may be submitted the following day. As determined by the General Manager, all employees shall accurately record all time worked to the nearest one-quarter hour.

Employees who believe there is an error on their time records must bring the matter to the attention of their supervisor or the General Manager immediately. Falsification of time records or tampering with another employee's time record will result in disciplinary action, up to and including termination.

Emergency Call-Out Pay

When a nonexempt employee is off duty and is called back to work by a supervisor, the employee shall receive emergency call-out pay. In practice, if an employee is called back to work less than two (2) hours before the beginning of his or her next regular shift, the employee shall be compensated for time actually worked. In all other cases, the employee shall be compensated for time actually worked, or for three (3) hours, whichever is greater.

Emergency call-out pay by a union employee should follow the procedures detailed in the individual's union contract.

Paychecks

All employees are paid bi-weekly every other Friday for all work through the end of the previous payroll period. A pay period begins on Sunday morning at 12:00 a.m. and concludes 14 days later at the end of the day on Saturday, 11:59 p.m.

If a payday falls on a Commission-observed holiday, employees will receive pay on the last business day prior to that Friday when possible. The Financial Administrator will communicate pay days that deviate from the normal pay schedule. Paychecks or pay statements should be examined by employees as soon as they are received. Any discrepancies should be reported promptly to the Financial Administrator or General Manager. All errors will be corrected on the next regular paycheck.

In the event of employee termination, the employee will receive their accrued pay in accordance with applicable federal, state, and local laws.

Payroll Deductions

The Commission makes deductions from employee pay only in circumstances permitted by applicable law or court order. Federal and state income taxes, FICA taxes, the employee's portion of Social Security and Medicare taxes, and pension contributions are deducted automatically from all employees' paychecks as required by law. In some cases, mandatory deductions from an employee's pay also must be made for court-ordered wage assignments, garnishments, or child support payments. Additional voluntary deductions such as health care premium costs will be deducted from paychecks with the written consent of the employee.



Employees will be required to complete all applicable forms necessary for deductions, such as federal and Illinois forms W-4s. Employees will be notified of all deductions from their wages. Employee authorization for deductions will be obtained when necessary.

If you believe that an improper deduction has been made from your pay, present the issue with the General Manager immediately. The Commission will promptly investigate and, if the investigation reveals that you were subjected to an incorrect deduction from pay, you will be reimbursed.

Deductions from Pay/Safe Harbor Exempt Employees

The Commission complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted Deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- a. Deductions that are required by law, e.g., income taxes;
- b. Deductions for employee benefits when authorized by the employee;
- c. Unpaid disciplinary suspensions of one (1) or more full days imposed in good faith for workplace conduct rule infractions;
- d. A disciplinary suspension of one (1) or more full days for violation of Commission written workplace conduct rules will result in a loss of pay for the days of the suspension;
- e. Employees in the first or last week of their employment are only paid for days during that workweek in which they physically performed services;
- f. An employee will lose pay for a full day if s/he takes a full day off when that employee has exhausted all vacation or personal time off;
- g. For days taken for sickness or disability, if those days are otherwise compensated under a Company sick leave or disability benefit plan.
- h. Any full workweek in which the employee does not perform any work.

Furthermore, the Commission may offset any amounts received by an employee as jury or witness fees paid for a particular week against the salary due for that particular week.

Improper Deductions. An employee who believes that an improper deduction (including the amount of a deduction) was taken from his or her paycheck should report his or her concern to the General Manager immediately. The General Manager will review the deduction, request that the employee provide information or present relevant documentation, and notify the employee of the result of the Commission's review. The employee will be notified of the result of the Commission's review. Should the Commission determine that the deduction was improper, the employee will be reimbursed for the improper deduction.

Wage and Salary Increases

The wage rate for employees may be increased annually at the beginning of the fiscal year. Eligible employees may also receive a merit-based longevity pay increase in the amount(s)



indicated below upon reaching the stated period of “Completed Years of Competent Service,” provided the employee has been at or above a “Competent” level of performance, as determined by the General Manager (or designee), for the stated number of years:

COMPLETED YEARS OF COMPETENT SERVICE	LONGEVITY PAY ADJUSTMENT (IF EARNED)
3	\$1.10 increase to base wage rate
5	\$1.10 increase to base wage rate
7	\$1.10 increase to base wage rate
10	\$1.10 increase to base wage rate
15	\$1.10 increase to base wage rate
20	\$1.10 increase to base wage rate
25	\$1.10 increase to base wage rate
30	\$1.10 increase to base wage rate
35	\$1.10 increase to base wage rate

In determining whether an employee has met or exceeded a “Competent” level of performance, the Commission will look to the “Overall” rating on annual written performance evaluations, with a rating of “3” or better being deemed “Competent.”



SECTION 4: WORKPLACE EXPECTATIONS

Professionalism

As a representative of the Commission, employees are expected to act in a business-like manner. All employees are expected to display a spirit of cooperation, teamwork, and effective and supportive collaboration with co-workers. Approaching your job positively creates a pleasant and fulfilling work environment and can help minimize the impact of challenges or problems that can occur in your daily activities. Personal growth and job progress can often be accelerated by developing a personal commitment to work professionally and collaboratively with others.

Visitors in the Workplace

To ensure the safety and security of the Commission and its employees, only authorized visitors are permitted on Commission premises and in Commission facilities. All visitors must enter through the main reception or otherwise designated entrance area and are required to be accompanied by a Commission employee at all times.

This policy applies to anyone who is not an active employee, including employees on leave, former employees, vendors, and suppliers. Generally, friends and family members are not permitted to visit employees at the workplace. When employees have any doubt whether a person can visit, they should contact their supervisor for additional guidance.

Dress Code and Personal Appearance

The Commission strives to maintain a professional image to the public and to the individuals we serve. It is important for employees to dress in a neat and clean manner that is appropriate for their position and job duties, including wearing uniforms as required. Beards, moustaches, and long hair may be prohibited if, after all appropriate accommodation, they interfere with the use of required safety equipment or uniforms.

Proper grooming includes regular bathing, clean, neatly trimmed hair, regular use of a deodorant, clean fingernails, and the like. Additionally, employees should maintain a clean and neat appearance and should refrain from wearing stained, wrinkled, frayed, or revealing clothing to work. Employees are urged to use their discretion when determining what is appropriate business attire for their respective role with the Commission. Employees who wear inappropriate attire to work may be sent home to change their clothing. Non-exempt employees sent home to change clothing will not be paid for the time away from work.

When public meetings are scheduled, including Board meetings, public tours, industry activities/meetings, and other significant gatherings, forward-facing staff attending to the reception area should wear DWC-logoed collared shirts or similar, and should not wear jeans or hats.

The Commission reserves the right to determine appropriateness. Any employee who is deemed inappropriately attired may be subject to disciplinary action, up to and including termination.



Attendance and Punctuality

Regular attendance and punctuality are essential parts of an employee's overall job performance and are critical to the smooth and efficient operation of the Commission. Absenteeism and tardiness are expensive, disruptive, and place an unfair burden on other employees and the Commission. Accordingly, it is imperative that all employees report to work on time, are ready to perform their assigned duties at the beginning of their scheduled workday and work their full scheduled workday. Employees are also expected to return from scheduled meal and break periods on time.

In rare instances when an employee cannot avoid being late for work or is unable to report to work as scheduled, he or she must notify his or her supervisor or the General Manager as soon as possible, but no later than 30 minutes after his or her regularly scheduled starting time. In cases that warrant leaving a voicemail and/or text message or when an employee's immediate supervisor is unavailable, a follow-up call must be made later that day unless a response had been received by the supervisor.

An employee is expected to provide his or her supervisor or the General Manager with an explanation of the reason for the absence or tardiness and a statement as to when the employee expects to arrive at or return to work. Employees expecting to be absent for more than one (1) day should contact their supervisor on each day of their absence. If you fail to call in or report to work for three (3) consecutive days, you will be deemed to have voluntarily resigned from your employment with the Commission. The General Manager will review any extenuating circumstances that may have prevented an employee from properly reporting before an employment decision is made.

Excessive absenteeism and tardiness cause an undue hardship on your fellow employees and the Commission and will not be tolerated and may lead to disciplinary action, up to and including termination. See the Commission's Sick Leave policy which describes proper documentation and notification for absences resulting from illness or injury. Any employee who violates this policy may be subject to disciplinary action, up to and including termination.

Uniforms and Personal Protective Clothing and Equipment

The Commission issues uniforms to all employees. Where appropriate, the Commission also issues safety boots, coveralls, cold weather gear, and other personal protective clothing and equipment. Uniforms and appropriate PPE shall be worn at all times when such employees are on duty, with the exception of administrative staff, who have a more limited supply of uniforms. If any employee believes that personal protective clothing and equipment of any type is required by the conditions or hazards of his or her job, and such clothing has not been issued, the employee should notify his or her supervisor.

Employees are responsible for the care and maintenance of the uniforms and personal protective clothing and equipment. Any loss, theft, or damage due to neglect or misuse of items should be reported immediately to the employee's supervisor or General Manager. Failure to do so may result in disciplinary action. An employee may be charged against their



salary for loss arising from damage, neglect, misuse, or failure to return uniforms and personal protective clothing and equipment as requested.

Uniforms and personal protective clothing and equipment are considered Commission property. In the event of separation or termination of employment, employees are required to return all issued uniforms and personal protective clothing and equipment, unless otherwise approved by their supervisor.

Use of Commission and Personal Vehicles

The Commission may assign a Commission vehicle to an employee holding a position that requires regular travel for business purposes. When it is necessary that an employee use a vehicle for Commission work, the employee shall use a vehicle from the Commission's fleet whenever possible. The following are additional guidelines and procedures of the Commission regarding use of Commission and personal vehicles:

1. Employees may operate their personal vehicles on Commission business only with the prior authorization of the General Manager. Employees operating their personal vehicles on Commission business must have a valid Illinois driver's license and maintain automobile liability insurance with coverage limits of not less \$100,000 per person and \$300,000 per occurrence.
2. Employees using their personal vehicle on Commission business will be compensated at the current mileage rate approved by the Internal Revenue Service, which shall be deemed sufficient to cover all costs associated with the use of his or her personal vehicle including insurance, gasoline, oil, and maintenance. Expense reimbursement forms for mileage can be received from the Financial Administrator and then submitted for payment once it has been approved by the employee's immediate supervisor.
3. Commission vehicles are to be driven by authorized employees only, and only authorized passengers are allowed in the Commission vehicles. Seat belts must be worn and all traffic signs and speed limits obeyed, regardless of whether it is a Commission vehicle or the employee's vehicle.
4. All accidents that occur while employees are using personal vehicles while on duty for the Commission are the financial responsibility of the employee. Employees must immediately report all accidents, whether involving a Commission vehicle or their personal vehicle, to the employee's supervisor. Accidents involving personal injury must be reported to the supervisor and Financial Administrator for Workers' Compensation purposes. Any damage to a Commission vehicle not attributed to an accident must be immediately reported to the employee's supervisor.
5. Employees are not permitted, under any circumstances, to operate their Commission vehicle when his or her ability to do so safely has been impaired in any way. Furthermore, employees are prohibited from operating Commission vehicles while using or consuming alcohol, illegal drugs, or prescription medications that may impair their ability to drive. Convictions for driving under the influence of alcohol or drugs or vehicular incidents/accidents related to the use of drugs or alcohol may result in loss of driving privileges as well as additional disciplinary action, up to and including discharge. Smoking is not permitted in a Commission owned vehicle.



6. Speeding tickets, moving violations, citations, and parking tickets received while using Commission vehicles or personal vehicles while on duty for the Commission are the financial responsibility of the employee. Employees must report all such incidents to the employee's supervisor.
7. Drivers are responsible for the security of the Commission vehicles assigned to them as well as equipment and materials stored within Commission vehicles. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended.
8. Mobile device usage, texting, digital imaging, web browsing, or interfacing with other electronic communication devices is prohibited while driving a vehicle.
9. Employees who are assigned a Commission vehicle and also those positions held by employees who require driving a personal vehicle for business use must maintain a valid Illinois driver's license and must notify their supervisor of any changes in their driver's license status. Additionally, drivers may be subject to periodic driving records checks.

Employees should expect regular checks on the validity of their driver's license. Employees are required to immediately notify their supervisor and the General Manager of any moving vehicle citation(s) while using any Commission vehicle or while conducting Commission business.

Any violation of this policy including failure to report any violations, citations, or an accident, or a change in their license status, or auto insurance, while using a Commission vehicle, or personal vehicle while on duty for the Commission or while performing their job duties, may result in termination of employment.

Use of Equipment and Facilities

The Commission may provide its employees with vehicles, equipment, uniforms and personal protective clothing and equipment, identification badges, manuals, instructions, and other items to be used in performing their job duties. All such items remain the sole property of the Commission at all times. Employees shall use Commission property only for Commission purposes. No employee shall authorize any person not employed by the Commission to use Commission property at any time or for any purpose. When using Commission property, employees shall: exercise care; perform required maintenance; follow all operating instructions, safety standards, and guidelines; and keep all property in reasonably clean and tidy condition. Employees shall promptly notify a supervisor if any Commission property is, or appears to be damaged, defective, lost, or in need of repair or maintenance. If an employee loses keys to any Commission facilities or vehicles, the employee must notify the General Manager or his or her supervisor immediately.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment and/or vehicles could result in disciplinary action, up to and including termination.



Solicitation and Distribution

To protect employees from annoyance, harassment, and interference, and to maintain a workplace free of undue litter, the Commission prohibits the solicitation and distribution of materials on Commission property without the written approval of the General Manager, except as allowed by law.

Electronic Communications Systems (ECS) Policy

This policy is intended to provide Commission employees and other users of the Commission's electronic communications systems (ECS) with guidance regarding the proper use of these systems. The Commission's mission is to provide quality water services for DuPage County, and all Commission resources, including its ECS, are to be used in advancing this mission.

Confidentiality Statement. The contents of the Commission's ECS policy must be kept confidential and internal to the Commission. The information contained in the policy must be shared only with authorized employees of the Commission and outside auditors or legal counsel when applicable. Disclosure of the contents of the policy, whether intentional or accidental, could expose the Commission to increased risk and security breaches as specific information would help a potential intruder exploit known vulnerabilities in selected systems. Employees and other users of the Commission's ECS may not send, post, or divulge confidential information of the Commission outside of the Commission or inside the Commission to unauthorized personnel.

Policy Definitions - Communications Systems.

Electronic Communications Systems (ECS). The Commission's ECS include the Commission's telephone and voicemail systems, facsimile machines, wireless telephones, radios, computers, electronic mail (e-mail) system, internal computer network, and external computer access (e.g., systems accessing the Internet).

Messages. Messages include all communications, oral and in writing, and all files or other data created, uploaded, downloaded, sent, received, or stored on any ECS.

Objectionable Content. Objectionable Content includes all content which reasonably could be considered vulgar, offensive, harassing, threatening, obscene, indecent, distasteful, disruptive, defamatory, or derogatory, including but not limited to sexual comments or images, racial slurs, or other comments or images that would offend someone on the basis of his or her race, color, national origin, gender, sexual orientation, religious or political beliefs, or disability, or which present the Commission or any of the Commission's employees, officers, consultants, or vendors in a negative, derogatory, or defamatory light. This includes any data which is capable of being resolved into objectionable content.

Privacy Rights. No Commission employee or other user of the Commission's ECS has any right to privacy or other rights with respect to the use of these Systems. Personal and confidential material and information should not be created or stored on the Commission's ECS despite



systems features that may give the appearance of privacy - including passwords, encryption, and the apparent ability to delete messages.

Commission's Right to Monitor. Messages and content may be audited by the Commission at any time. The Commission reserves the right to monitor the content of all messages or other information on its ECS to ensure compliance with this policy and to the extent permitted by law. The Commission also reserves the right to access, retrieve, and review all activity and messages on the Commission's ECS and to disclose the nature and content of any such activity or messages to law enforcement officials or other third parties without any prior notice to Commission employees or other involved persons. Employees and other users of the Commission's ECS must cooperate with all reasonable security investigations. The Commission's right to monitor extends to emails, internet activity, telephone use, and all other forms of communication.

Communication Security. The security of an electronic file on shared systems and networks often approximates that of a document placed in an unsealed envelope - generally respected, but easily read by someone determined to do so. Accordingly, employees and users should assume that all messages may be heard or read by someone other than the intended recipient, that messages may be altered or intercepted before they reach the intended recipient, and that messages received may have been altered or sent by someone other than the named sender. Even when a message is deleted, it still may be backed-up elsewhere or it may be possible to recreate the message.

Files and Message Content. Objectionable content may not be transmitted or stored on the Commission's ECS. Employees and other users may not knowingly send, receive, cause the receipt of, allow the continued receipt of, or store any information if the information contains any objectionable content. No employee or other user may use any Commission equipment or media to bookmark a site or otherwise record the address of an Internet site that contains objectionable content. If an employee or other user receives objectionable content on ECS equipment assigned to him or her, the employee or user should immediately contact the General Manager

Proprietary Rights and Confidential Information. Use of the Commission's ECS to access any Commission information that is not otherwise routinely available to employees and other users generally is strictly prohibited, except such information that is required for the employee or other user to perform his or her job requirements. In particular, no employee or other user is permitted to access, without the specific authorization of the General Manager, confidential information of the Commission, personal information contained on ECS pertaining to other employees, or confidential information of third parties.

All ECS and messages created, received, processed, and/or stored on these systems are Commission property. All ECS and messages are to be used for business purposes only, unless otherwise stated in this policy.



Disrupting Others. No employee or other user of the Commission's ECS may intentionally damage another employee's or user's computer system, disrupt the ability of another to communicate electronically, harass or stalk another, violate the privacy of another, or forge a message.

Outside Business Ventures. No employee or other user of the Commission's ECS may use these systems to conduct any business other than the Commission's business.

Viruses. Downloading data, information, e-mail attachments, and the like from an outside source increases the risk of viruses and other damaging agents to the Commission's ECS. No employee or other user should retrieve material from outside sources not known to the employee or user unless there are good business reasons for doing so. Employees and users are permitted to open attachments to e-mail transmissions if they know the source and are expecting the transmission. All other e-mail attachments should be approached with extreme caution. To further protect the Commission's ECS from computer viruses, no employee or other user may download or install any executable programs or screensavers without the prior approval of a Commission supervisor.

Internet Browser Default Settings. Browsers used to access the Internet offer varying degrees of security and can be modified by setting options to create greater or lesser degrees of security. No employee or other user may adjust the browser security settings selected by the Commission.

Compliance with Laws, Regulations, Policies and Professional Business Practices. No employee or other user of the Commission's ECS may knowingly violate any state or federal laws, regulations, or the acceptable use policies of any organization through which communications are being made. All messages created or sent shall be in accordance with professional business practices.

Employees and other users must comply with software license agreements and contracts. Software may not be downloaded from the Internet or bulletin boards without approval from the Systems/IT department, and must comply with licensing terms and conditions. Downloaded software must be scanned for viruses before use.

Internet Access and Communications Other Than E-Mail. Unless the General Manager gives prior approval, electronic bulletin boards shall be used solely for Commission business. Participation in any chat groups, electronic bulletin boards, Internet threads, comment forums, instant messaging, or any other non-e-mail communication may be used only when conducting official Commission business. Information on the Internet can be fabricated, misleading, malicious, or stolen. Viruses may be disguised as programs. There is no guarantee that the information contained in an Internet site has any validity or that the site is sponsored by the entity it purports to be. Simply accessing a site can have damaging effects on the Commission's ECS. Therefore, no employee or other user should access a site of unknown source unless there is a sound business reason for doing so.



Employees may occasionally be permitted reasonable use of the Commission's ECS to access the Internet for personal reasons. This is a privilege, not a right, and may be withdrawn at any time if abused or if excessive use of the Internet interferes with an employee's assigned job duties.

Telephone Usage. Employees are permitted reasonable use of the Commission's telephones for personal reasons. This is a privilege, not a right, and may be withdrawn at any time if abused or if excessive use of the telephone interferes with an employee's assigned job duties.

E-mail. Electronic mail (e-mail) is made available to employees and other users on the Commission's ECS to facilitate business communications. Employees and other users of the Commission's ECS should use an appropriate business tone in all e-mail messages. Humor and emotion should not be used because they may not translate well in an e-mail message and could cause misunderstandings for both the sender and the receiver of the message. In no case should an employee's work email address be used for a personal matter or personal communication.

System Security and Configuration Guidelines. The Commission's computers and computer systems are pre-configured with appropriate hardware and software for Commission business use. Installation, changes, or removal of the system hardware or software is prohibited without the approval of the General Manager. The security for the Commission's computer and voicemail systems includes the use of assigned accounts and passwords. Passwords are intended to protect the employee's or other user's identity and to prevent unauthorized access to protected systems. Employees and other users should take appropriate precautions to ensure the security of their passwords and should not share with another person or keep a written copy of passwords in a visible or obvious location.

Facsimile Transmissions. The Commission provides fax machines to employees and other users for business purposes. Limited personal use with the employee's supervisor's approval is acceptable as long as it does not conflict with the Commission's interests or involve dissemination of unauthorized confidential information.

All business-related fax transmissions outside the Commission must contain the Commission's most recent "Confidential Information" disclaimer.

ECS Guidelines. The following behaviors are examples of previously stated or additional actions and activities under this policy that are prohibited:

- Sending or posting discriminatory, harassing, or threatening messages or images about coworkers, supervisors, or the Commission that violate the Commission's policy against discrimination and harassment.
- Stealing, using, or disclosing someone else's code or password without authorization.
- Pirating or downloading Commission-owned software without permission.



- Sending or posting the Commission's confidential material, trade secrets, or non-public proprietary information outside of the Commission.
- Violating copyright laws and failing to observe licensing agreements.
- Participating in the viewing or exchange of pornography or obscene materials.
- Sending or posting messages that threaten, intimidate, coerce, or otherwise interfere with the job performance of fellow employees.
- Attempting to break into the computer system of another organization or person.
- Refusing to cooperate with a security investigation. Using the Internet for gambling or any illegal activities.
- Sending or posting messages that disparage another organization's products or services.
- Passing off personal views as representing those of the Commission.

Consent to and compliance with this policy are terms and conditions of employment for all Commission employees. Failure to fully abide by this policy, or to consent to any interception, monitoring, copying, or reviewing of any messages is grounds for discipline, up to and including termination of employment. The Commission will take all available legal actions necessary to recover and protect its property.



SECTION 5: EMPLOYEE SAFETY AND HEALTH

Workplace Safety

The Commission is committed to providing a safe, efficient, and productive work environment for all employees. In fulfilling this commitment, the Commission complies with and enforces all applicable federal, state, and local safety and related laws and regulations.

All employees share the responsibility for establishing and maintaining a safe work environment and are expected to observe all workplace safety rules and practices as well as make every attempt to keep work areas organized, clean, and free of any safety hazards. Use of practices, procedures, devices, or substances that are detrimental to employee safety, efficiency, and productivity is prohibited. Employees should immediately report any violations, potentially unsafe working conditions, and any accidents resulting in injuries to their supervisor.

If a work-related injury occurs on the Commission's property or while conducting Commission business, the following procedures below are to be followed:

1. Notify your supervisor immediately no matter how minor.
2. Get prompt medical attention, if necessary.
3. Fill out an Accident and Injury Report with your supervisor.

Light Duty Policy

It is Commission policy to offer employees injured in the course of their employment and unable to perform their regular job duties the opportunity to perform other work for the Commission within the limits of their medical restrictions and consistent with their individual rehabilitative requirements. Therefore, the Commission may offer light duty to an employee who is temporarily unable to perform the essential functions of his or her normal job duties as a result of an injury in the course and scope of his or her employment. Light duty may include some work within the employee's normal duties or duties normally performed by employees in other positions, or a combination of both.

If no light duty is available, an employee injured in the course of his or her employment may remain on leave as appropriate until released to return to full duty. The General Manager, in his/her sole discretion, maintains the ability to determine whether an employee can be placed on a light duty assignment while awaiting a release to return to full duty.

Medical Release. Before an employee is assigned to light duty, he or she must provide his or her supervisor and the General Manager with a written medical release from the employee's attending physician. The physician must state the specific restrictions that apply to the employee and must state that the employee is capable of performing light duty work for a specific period of time. Light duty assignments will be specific to the injured employee's medical restrictions. Employees on light duty are not permitted under any circumstances to perform any work that violates their return to work restrictions.



Length of Assignment. Light duty assignments will be temporary in nature and will not exceed six (6) months.

Medical certification. Employees assigned to light duty must provide certification of their medical restrictions and prognosis for their release to full, unrestricted duty. Such certification will be provided at least every 30 days or sooner if requested.

Compensation. Employees performing light duty will be compensated at their regular salary or hourly rate.

Return to Work. An employee returning to full duty either from light duty or directly from workers' compensation leave must have a written medical release from his or her physician. The employee must provide his or her supervisor and the General Manager with this medical release before resuming his or her regular duties. There should be no permanent restrictions in the medical release that would prevent the employee from performing his/her essential or core job duties with or without reasonable accommodation.

Safety Manual

All employees should read, understand, and comply with all provisions of the Commission Safety Manual. Violations of rules and procedures contained in the Safety Manual may result in disciplinary action up to and including termination.

Employees who have suggestions or recommendations for the Safety Manual are encouraged to submit them to the Safety Committee for consideration.

Safety-Related Examinations

Employees may be required to submit to periodic or special physical or medical examinations when such examinations are job-related and consistent with business necessity, including when:

1. There is a need to determine whether the employee is able to perform the essential functions of his or her job.
2. Such an examination is required by standards or requirements established by federal, state, or local law that are job-related and consistent with business necessity.
3. The employee's job is physically demanding.
4. The employee is having difficulty performing his or her job safely and effectively.

Examinations will be performed by a physician or other professional of the Commission's choice at no expense to the employee. If it is determined through the examination and any follow-up discussions with the employee that the employee is unable to perform the essential functions of his or her position, even with a reasonable accommodation, the General Manager may reassign the employee to another appropriate job. If another appropriate job is not available, the employee may be discharged.



Annual Medical Examination

All employees in non-administrative positions must undergo an annual medical and physical examination conducted by a physician of the Commission's choice. The purpose of this examination is to determine that employees in non-administrative positions are physically capable of performing their job duties, with or without reasonable accommodations, without posing a significant risk of serious harm to themselves, and the health, safety, or well-being of other employees or the public.

Medical records and other information regarding the medical condition or history of an employee obtained from a physical or medical examination of such employee shall be collected and maintained on separate forms and in separate medical files and shall be treated as confidential. However, supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. First aid and safety personnel may be informed if the employee's disability might require emergency treatment and other disclosure may be permitted as required by law or as authorized by the employee.

Workplace Violence Prevention

The Commission is committed to providing a safe, violence-free workplace for our employees and will not tolerate violence in the workplace for any reason. The Commission strictly prohibits workplace violence, including any act of intimidation, threat, harassment, physical violence, verbal abuse, aggression or coercion against a coworker, vendor, customer, or visitor. This policy covers any violent or potentially violent behavior that occurs in the workplace, while performing field work for the Commission, or at Commission-sponsored functions.

Any individual engaging in violence against the Commission, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

Any employee who has been subjected to or threatened with any act of violence should immediately report the matter to his or her supervisor or the General Manager. Anyone who witnesses an incident of violence is required to report the occurrence to the General Manager using an Incident Report form. All reports of work-related threats will be kept confidential to the extent possible. The matter will be thoroughly investigated. No situation is too small for us to address. Retaliation against any individual who reports actual or threatened acts of workplace violence will not be tolerated.

Employees are not permitted to possess any firearms or other weapons while on duty or on Commission property, even if they are kept in the employee's vehicle. Any employee who is found to be in possession of a weapon while on duty or on Commission property will be subject to immediate disciplinary action including up to an including termination.



Supervisors must carefully monitor employee behavior to ensure that no actual or threatened acts of a hostile, aggressive, or violent nature occur in the workplace. Supervisors who witness any such behavior or suspect that such behavior exists must report it immediately to the General Manager. Supervisors who tolerate actual or threatened hostile, aggressive, or violent behavior in the workplace, or who fail to promptly report such behavior as provided in this policy, also will be subject to disciplinary action up to and including termination.

Drug/Alcohol Free Workplace

The Commission is committed to protecting the safety, health, and well-being of its employees and all people who come into contact with its workplace(s) and property, and/or use its products and services. Drug and alcohol use and abuse not only threaten the health of the user, but also create a danger to the life and safety of fellow employees on the job. They have an adverse effect on the quality of the products and services that the Commission provides and can be costly in terms of absenteeism, reduced productivity, and related problems in the workplace.

Recognizing that drug and alcohol use pose a direct threat to our goal, the Commission is committed to creating and maintaining a workplace free of drugs and alcohol. The Commission therefore strictly prohibits the illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner. In addition, the Commission strictly prohibits the abuse of alcohol or prescription drugs when such use has the potential to impact job performance and/or the safety of the employee and others.

Definitions

As used in this policy:

- “Drug” means a controlled substance, as defined in Schedules I – V of Section 202 of the Controlled Substances Act, 21 U.S.C. § 812, including, but not limited to, cocaine, marijuana, heroin, morphine, amphetamines, barbiturates, phencyclidine (PCP), or hallucinogens (or metabolites of any such drugs), as well as additional substances that are illegal under Illinois law. The term “illegal drug” does not include the use of a drug that is legal under both state and federal law and is obtained and taken under supervision by and in accordance with prescriptions or other instructions issued by a licensed health care professional. However, for the purpose of maintaining a drug free workplace, the term “drug” also refers to the use of a drug that may be legal under state law.
- “Under the influence of drugs” means behavior, appearance, speech, or other indications that lead Company management to reasonably suspect that the individual is impaired by drugs or is using drugs.
- “Under the influence of alcohol” means behavior, appearance, speech, or other indications that lead Company management reasonably to suspect that the individual is impaired by alcohol or is using alcohol.
- “During working time” means time during which the individual is being paid to work for or represent the Company or the employee is in fact representing the Company’s



interests, whether on or off the Company's premises. The term also includes all paid break and meal periods.

- "Company's Premises" means the premises in which the Company is physically located, including the parking lot and an employee's vehicle while on the premises.

The Commission has adopted the following rules consistent with the Federal Drug-Free Workplace Act. All employees are required to abide by these rules as a condition of their employment with the Commission.

Prohibitions

The Commission explicitly prohibits:

- The manufacture, distribution or attempt of distribution, dispensation, sale, possession, transportation, consumption, or use of alcohol, illegal drugs, intoxicants, or controlled substances while on duty or on Commission property.
- The use or consumption of alcoholic beverages or controlled substances, or the abuse of prescription medication on Commission premises anytime during the workday, including rest breaks, lunches, or other meals if the employee is to return to work thereafter, or while engaged in Commission business off the premises.
- Reasonably suspected to be impaired by drugs during working time or while on Commission premises.
- Bringing or storing alcohol, drugs, and/or drug paraphernalia on the Commission's premises during working time, or any location off the Company's premises during working time.
- Abuse of over-the-counter or prescription drugs, including, but not limited to, exceeding the recommended prescribed dosage or using drugs prescribed for another individual. All employees who take over-the-counter or prescribed medications are responsible for being aware of any effect(s) the medications may have on the performance of their duties.
- Being impaired or under the influence of legal or illegal drugs or alcohol on or away from Commission premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Commission's reputation.
- Possession, use, solicitation of, or sale of legal or illegal drugs or alcohol away from Commission premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Commission's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the Commission, or while on Commission business.
- The use or consumption of alcohol or drugs, whenever employees are conducting business for the Commission, at any location, whether on the premise, at any worksite, when operating any Commission vehicle, or any private vehicle parked on Commission premises or representing the Commission offsite. The exception is the use of prescription drugs that do not affect work performance or safety.



- Refusing to cooperate with the terms of this policy, including, but not limited to, failure to submit to a reasonable search, failure to sign necessary paperwork, failing to timely report to the specimen/sample collection site, or failing to be available for requested testing; and
- Failing to consent to, participate in, or abide by the terms and recommendations of any rehabilitative program to which the Company makes a referral, including, but not limited to, failing to follow recommendations regarding behavior modification and abstinence.

It is the employee's responsibility to inform his or her supervisor or the General Manager if he or she is currently on prescription medications that may affect the ability to safely and effectively perform the duties of the job. The use of over-the-counter drugs and legally prescribed drugs is permitted as long as they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's ability to safely perform his or her job. Employees should inform their supervisor if they believe their medication will impair their job performance, safety, or the safety of others, or if they believe they need a reasonable accommodation when using such medication.

Employees must notify the General Manager of any criminal drug statute conviction for a violation that occurs in the workplace no later than five (5) days after such conviction.

As a part of our effort to maintain a workplace free of substance abuse, employees may be required to submit to a medical examination and/or clinical testing for the presence of alcohol and/or drugs. Within the limits of federal, state, and local laws, the Company reserves the right to examine and test for drugs and alcohol at our discretion.

Employees are encouraged to report known violations directly to their supervisor or the General Manager when suspicion exists with another employee. The Commission will use its best efforts to protect the anonymity of all employees involved and will treat the information as confidential.

Employees are expected and required to consistently report to work on time and in appropriate condition to work. Any violation of the policy set forth in this policy may result in disciplinary action, up to and including termination and may be referred for criminal prosecution.

Required Drug/Alcohol Testing

The Commission may conduct drug and/or alcohol testing under any of the following circumstances:

- **Pre-employment:** All applicants, after receiving a final offer of employment and prior to beginning work, must pass a drug and/or alcohol test. Refusal to submit to testing or failure to successfully pass the testing will result in disqualification of further employment consideration including termination if an employee has already begun working. Offers of employment are contingent upon successfully passing a drug and/or alcohol test.



- **Random testing** Employees may be selected at random for drug and/or alcohol testing for safety-related and or other designated positions as required or permitted by law at intervals determined by the Commission.
- **Reasonable suspicion:** The Commission may require an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol. Testing must be based on objective facts or circumstances including, but not limited to, aroma of alcohol on breath, appearance or slurred speech, direct observation of use of drugs or alcohol, erratic/strange behavior in the workplace, unusual conduct on the employee's part that suggests impairment or influence of drug or alcohol, self-disclosure of taking drugs or alcohol, negative performance patterns, or excessive and/or unexplained absenteeism or tardiness.
- **Post-Accident:** Employees are subject to testing, whether on or off the Commission premises, when they cause or contribute to an accident that damages a Commission vehicle, equipment, or property or results in an injury to themselves or another employee requiring offsite medical attention.

Refusal to submit to the drug and/or alcohol test or attempts to alter, dilute the specimen, send an imposter, or engage in any conduct that obstructs the testing process including failure to show up for a scheduled test is a violation of this policy. Failure to submit to a test will result in the same measures as a positive test result and an employee will be subject to disciplinary action up to and including termination of employment.

If the results of drug and alcohol testing indicate a violation of the drug and alcohol free workplace policy, the employee will be subject to disciplinary action, up to and including termination. Employees will be given an opportunity to explain the circumstances prior to any final employment decision becoming effective.

Drug and Alcohol Testing Procedure

Employees are responsible for informing their supervisor or General Manager if they are currently on prescription medication that may affect their ability to safely and effectively perform the duties of this job.

1. For reasonable suspicion (see above explanation), the employee will be advised that the Commission believes that there is reasonable suspicion to believe that he or she is affected by drugs or alcohol and that this test is being required to confirm or deny suspicion of drugs or alcohol.
2. Prior to leaving the Commission premises, the supervisor or General Manager or designee, will contact the testing facility to inform them that an employee from the Commission will be arriving (escorted) and will need a drug and/or alcohol test completed.
3. The employee will be given reasonable time to get his/her photo ID, or driver's license. Employees are required to carry a photo ID or driver's license while at work. The supervisor or General Manager must ensure that the employee has his/her photo ID prior to leaving the premises.
4. The employee will be escorted to the Commission contracted testing facility or the emergency department by a member of management or a designated person. Under



- no circumstances will an employee be allowed to drive themselves, with the exception of selection for random testing.
5. The employee to be tested will present the photo ID to the testing facility employee before the specimen can be obtained. The employee must sign a consent form provided by the testing facility. Refusal to sign is not acceptable and will be treated as a positive test and will be grounds for termination of employment. The supervisor or General Manager must sign as a witness.
 6. After leaving the facility, the supervisor or General Manager must make arrangements to transport the employee home (unless tests are immediate). The tested employee will not be allowed to drive himself/herself home.
 7. If an employee tests positive for drugs and/or alcohol, the employee will be subject to disciplinary action, up to and including termination. The Commission may also require participation in an evaluation through the Employee Assistance Program (EAP) and/or follow-up in an educational program.

The Commission reserves the right to offer employee participation in an approved rehabilitation or drug abuse assistance program, at the employee's cost, as an alternative or in conjunction with disciplinary action. If such a program is offered and accepted by the employee, the employee must satisfactorily participate in the program as a condition of continued employment.

If return to work is allowed, the employee will be required to participate in follow-up drug testing at times and frequencies determined by the Commission for a minimum of one (1) year. If the employee does not complete the program or tests positive after completing the program, the employee will be subject to immediate termination of employment.

Non-Discrimination. The Commission does not discriminate against any applicant or employee who is a qualified individual with a disability and who is not currently engaged in the use of illegal drugs and who does not otherwise violate the provisions of this policy, including any individual who (1) has successfully completed or is currently participating in a supervised rehabilitation program and is no longer engaging in the illegal use of drugs; (2) has otherwise been rehabilitated successfully and is no longer engaging in such use; or (3) is erroneously regarded as engaging in such use, but is not engaging in such use.

Smoke-Free Workplace

In keeping with the Commission's intent to provide a safe and healthy work environment for its employees and visitors, and in compliance with the Illinois Smoke Free Act, the Commission's buildings and workspaces are smoke free. The Illinois Smoke Free Act requires that public places and places of employment must be completely smoke-free inside and within 15 feet from entrances, exits, windows that open, and ventilation intakes.

Employees are prohibited from smoking inside any of the Commission buildings, property, or in any Commission vehicles. Employees may request that the General Manager designate an outdoor smoking area; however, it must meet the requirements of the Illinois Smoke Free Act as described above. The designated area must also be at least 25 feet away from any



known or suspected hazard including, but not limited to, fuel dispensing or any other flammable or combustible material storage facilities and natural gas piping facilities.

“Smoking” includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes. Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly. Cooperation is requested to keep the Commission and grounds clean and litter-free. Any violation of this policy may result in disciplinary action up to and including termination.



SECTION 6: EMPLOYEE RULES OF CONDUCT

General Rules of Conduct

The Commission expects an employee's conduct and performance to conform to general standards of good conduct, professionalism, integrity, teamwork/collaboration, and business ethics; the requirements of his or her job; published and common sense health and safety rules and practices; the policies of this Employee Handbook, and applicable federal, state, and local laws, rules, and regulations.

It is the employee's responsibility to familiarize himself/herself with the following rules and regulations and fully abide by these rules and regulations. Other rules of conduct may be enacted or modified by the Commission from time to time as deemed necessary.

The following is a list of some behaviors that the Commission considers unacceptable. Any employee who fails to adhere to these rules, who violates such rules, or is found engaging in these behaviors will be subject to disciplinary action, up to and including termination. These rules are not intended to be all inclusive.

- Theft, unauthorized possession, or inappropriate removal of Commission property or the property of fellow employees or others, regardless of value.
- Falsification of timekeeping records.
- Provoking or engaging in a fight or threatening harm to others while on duty or on Commission property or engaging in other conduct that violates the Commission's Workplace Violence Prevention policy.
- Engaging in abusive, discourteous, or profane language or conduct while on duty or on Commission property.
- Insubordination, including failure or refusal to promptly carry out the orders or instructions of a supervisor or the General Manager. This includes the failure or refusal to work overtime required by the Commission.
- Acts of dishonesty, including but not limited to, falsification or alteration of attendance records, time records, or other employment-related documents.
- Gambling in any form while on duty or on Commission property.
- Misrepresentation or omission of material facts on an employment application, resume, or other document used to secure or retain employment with the Commission.
- Manufacturing, distributing, dispensing, selling, possessing, using, being impaired by or under the influence of, alcohol, controlled substances, or illegal drugs while on duty or on Commission property or operating Commission owned vehicle or equipment.
- Using or possessing firearms, explosives, or other dangerous weapons while on duty or on Commission property.
- Committing any criminal offense while on duty or on Commission property, or which otherwise may adversely affect the employee's work or work relationships or the Commission's reputation or inducing or encouraging another Commission employee to do so.



- Violating the Commission’s policy or rules regarding attendance and punctuality.
- Failing to provide adequate and acceptable verification of illness or injury, or substantiating documentation for absences due to other reasons, or failing to submit to examination by Commission-designated doctors, when required by the Commission; misusing sick leave for personal reasons not associated with a valid sick leave reason.
- Engaging in unlawful discrimination, harassment, or other conduct that violates Commission policies.
- Using working time for personal matters; misusing work time by remaining inactive or intentionally taking longer than required for a task or duty.
- Unauthorized or excessive use of the Commission’s telephones, computers, equipment, or supplies.
- Poor workmanship, substandard productivity, or unsatisfactory work performance.
- Damaging or improperly using, caring for, or maintaining Commission property, including but not limited to tools, equipment, vehicles, machinery, databases, or software.
- Exceeding time limits on break or lunch periods or taking break or lunch periods at other than designated times, without proper authorization.
- Stopping or leaving work before the end of a scheduled work period without proper authorization.
- Sleeping, loafing, or wasting time during a scheduled work period.
- Interfering with other employees on the job; creating conditions to make work more difficult or time-consuming for other employees.
- Violating the Commission’s rules regarding solicitation and distribution of literature.
- Posting materials on the Commission’s bulletin board without proper authorization, or defacing, marking, damaging, destroying, or removing materials posted by the Commission.
- Failing to observe any of the Commission’s safety policies or rules or engaging in other unsafe or unhealthy conduct as described in the Commission Safety Manual and in this Handbook. This includes removing, bypassing, or otherwise altering safety guards or devices.
- Operating a Commission vehicle in an aggressive, erratic, or unsafe manner.
- Violating the Commission’s Smoke-Free Workplace policy.
- Unauthorized examination, use, or disclosure of Commission records or confidential information.
- Violating state law regarding government ethics, solicitation or receipt of gifts or other items of value, and conflicts of interest.
- Using, or attempting use, of political influence, bribery, or gifts or other things of value to secure an advantage in examination or promotion.
- Failing to follow Commission resolutions, policies, rules, or supervisory instructions, or inducing or encouraging another Commission employee to engage in such conduct.
- Misrepresenting a leave of absence or obtaining other employment during a leave of absence without proper authorization from the Commission.



- Posting of social media content critical or defamatory of the Commission or any of the Commission customers, employees, consultants, contractors, or vendors.
- Violating the Commission's Electronic Communications Systems policy.
- Violating the Commission's Ethics Policy as outlined in the County of DuPage's ethics ordinance.
- Violating any other policy contained in this Handbook.

Disciplinary Action

The Commission allows for a progressive disciplinary process for employees when the employee's performance may not meet the standards and expectations of the position and/or when conduct issues interferes with or adversely affects employment. Disciplinary action at the Commission is intended to fairly and impartially correct behavior and performance issues proactively and to prevent reoccurrence of unsatisfactory performance/behavior.

Disciplinary action may include any of the following: verbal warning, written warning, suspension, and termination of employment, depending on the severity of the problem and frequency of the occurrence. The Commission reserves the right to administer disciplinary action at its discretion and may choose to combine or skip steps in this process depending on the facts and/or circumstances of each situation and the nature of the offense.

In deciding which initial disciplinary action would be appropriate, the General Manager will consider actions such as, but not limited to, the nature of the offense, the seriousness of the infraction, the circumstances surrounding the matter, whether the offense is repeated despite coaching and/or training, the employee's prior work record and length of employment, and the impact the conduct and performance issues have on the Commission and the other employees.

Any conduct that interferes with or adversely affects employment shall be grounds for disciplinary action. This may include, but is not limited to, any conduct observed by a supervisor, co-worker, member of the public, resident, video surveillance, internet/email activity, cell phone/telephone usage, etc.

Outlined below are the steps of the Commission's progressive disciplinary policy. The Commission may take any or all of the following disciplinary actions concerning an employee:

Step 1: Verbal Warning

The first step is typically an informal discussion between an employee and his or her supervisor, at which the supervisor identifies the problem for which the warning is issued and discusses with the employee the problem and suggested solutions. It should include specific expectations for improved performance and a plan to follow-up to discuss improvement. Verbal warnings will be documented and placed in the employee's personnel file. The employee will be asked to sign and date a documented verbal warning, acknowledging his or her receipt of the warning.



Step 2: Written Warning

The written warning involves more formal documentation of the performance, conduct, or attendance issues and consequences. If improvement does not occur within the agreed upon timeframe after a verbal warning, or if various multiple issues have occurred previously, or if the first-time offense is more serious, a written warning will be issued. A written warning identifies the problem for which the warning is issued, describes the circumstances surrounding the problem, and states the suggested solutions as well as a follow-up plan. A written warning also should refer to any earlier verbal or written warnings administered to the employee for the same issue. Sometimes it is appropriate to give an employee more than one (1) written warning over a period of time to help correct the problem. The employee will be asked to sign and date every written warning, acknowledging his or her receipt of the warning. A copy of the signed document will be placed in the employee's personnel file.

The written warning may also include a statement indicating that the employee may be subject to additional discipline, up to and including termination, if immediate and sustained corrective action is not taken.

Step 3: Suspension

If improvement does not occur after written warnings or if the offense is of a more serious nature, a suspension of employment may be appropriate. A suspension is an involuntary, temporary separation from the regular performance of duties. Suspensions may be with or without pay and may themselves serve as discipline or may be imposed in order:

1. To allow a full investigation when an employee is alleged to have committed an act for which the Commission may decide to discharge the employee
2. To remove an employee from the workplace when it is deemed in the best interests of the Commission.

Some performance, conduct, or safety incidents are so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state, and local wage and hour employment laws. Nonexempt employees may not substitute or use accrued vacation or personal time in lieu of the unpaid suspension. In compliance with the Fair Labor Standards Act (FLSA), unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee of wrongdoing.

Step 4: Termination

The last and most serious step in the disciplinary process is a recommendation to terminate employment. Generally, the Commission will try to exercise the progressive nature of this policy by first providing warnings, issuing a final written warning, or suspending the employee from the workplace before proceeding to a recommendation to terminate



employment. However, the Commission reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action. Final approval is required by the General Manager in each instance.

If improvement does not occur after verbal and written warnings or if the offense is of a more serious nature, termination of employment may be appropriate. Though committed to a progressive approach to disciplinary action, the Commission considers certain rule infraction and violation of standards as grounds for immediate termination of employment. Some examples may include gross misconduct, endangering the Commission, Commission employees, or the public, insubordination, harassment, or discrimination of any kind, and continued poor performance.

The Commission may, but is not required to, take the disciplinary actions described above in a progressive order. No advance notice or warning of any disciplinary action shall be required.

Appeals Process. Employees will have the opportunity to present information to dispute information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee's performance or conduct issues while allowing for an equitable solution.

Performance and Conduct Not Subject to Progressive Discipline. Behavior that is illegal is not subject to progressive discipline and may result in immediate termination. Such behavior may be reported to local law enforcement authorities. Disciplinary action for serious employee misconduct such as physical violence, theft, insubordination, vandalism, harassment, and discrimination will be immediate termination of employment.

Similarly, theft, substance abuse, intoxication, fighting, and other acts of violence at work are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation. The employee will be provided with copies of all disciplinary process documentation. The employee will be asked to sign copies of this documentation attesting to his or her receipt and understanding of the corrective action outlined in these documents.



SECTION 7: TIME OFF AND LEAVES OF ABSENCE

Paid Holidays

The Commission recognizes and observes the following paid holidays for all full-time employees.

New Year's Day	Independence Day	Day after Thanksgiving
Martin Luther King Day	Labor Day	Christmas Eve Day
President's Day	Veterans Day	Christmas Day
Memorial Day	Thanksgiving Day	

Recognized holidays that fall on a Saturday or Sunday will be observed on the preceding Friday or the following Monday, respectively, as designated by the General Manager. If a recognized holiday falls during an eligible employee's paid leave, the holiday shall be treated as holiday paid time off rather than as paid leave time off.

Part-time employees, temporary employees, employees on excused absence without pay for the entire payroll week that includes the holiday, and employees on an unpaid leave of absence that includes the holiday are not eligible for holiday pay.

If an eligible nonexempt employee is required to work on a recognized holiday, he or she will receive 8 hours of holiday pay plus regular pay and any overtime compensation, if applicable. Exempt employees will not receive additional pay for working on a recognized holiday.

There will be no "pyramiding" of holiday (or other) overtime payments. "Pyramiding" is defined as receiving two (2) or more overtime pay rates applicable to the same hour or hours worked by an employee.

At the discretion of the Commission, the holiday schedule may be adjusted from year to year. The General Manager (or designee) will post the designated holidays at the beginning of each calendar year.

Paid Vacation

The Commission provides paid vacation for all eligible employees. Vacation is allocated beginning with the first full pay period and is accrued bi-weekly. When an employee moves to the next vacation range, the additional hours will begin to be accrued at the new rate (vacation hours/26 pay periods). It may only be used after it has been credited for use.

Vacation accrual for full-time employees begins on the employee's date of hire based on the allocation table below. A full-time employee is defined as an employee regularly scheduled to work 35 or more hours per workweek.



Effective 5/1/24:

Service Period	Monthly Vacation Accrual	Vacation Award
Date of Hire through 4 years	.833 days/month	10 days (80 hours)
Years 5 through 10	1.25 days/month	15 days (120 hours)
Years 11 through 18	1.67 days/month	20 days (160 hours)
19+ Years	2.083 days/month	25 days (200 hours)

Vacation for part-time (including seasonal employees and interns) employees accrues at the rate of one (1) hour for every 40 hours worked, unless otherwise required by state law. A part-time employee is defined as any employee regularly scheduled to work less than 35 hours per workweek.

Eligibility. Unless otherwise authorized as a function of the hiring process, new full-time employees must complete 90 days of continuous employment prior utilizing vacation time. An employee’s anniversary date is considered the start of each new vacation allocation period and will be used to determine the transition to any increased eligibility amount of vacation as listed in the allocation schedule above. Vacation, much like personal time, can be used for any reason, so long as the notice requirements are met.

Request for Vacation Leave. Employees may not take paid vacation until they actually have accrued the vacation time. Generally, employees should submit vacation requests to their supervisor at least seven (7) days in advance of the start of the requested vacation date(s) for foreseeable instances. In the case of unforeseeable instances, employees should provide their supervisor with as much advance notice as possible. Earned vacation may be taken in increments of one-half day (four (4) hours) or more.

Supervisors may deny a vacation request for which adequate notice is not provided or when the employee’s request would result in a loss of operational efficiency for the Commission or if the employee’s presence is necessary for the efficient or safe operation of the Commission. All vacation requests made by employees who report directly to the General Manager are subject to the General Manager’s approval. The Commission reserves the right to approve or change scheduled vacations depending on Commission needs. Employees covered by a union contract will follow the procedure outlined in that contract.

If an employee is on paid vacation when a Commission-observed holiday occurs, the employee will receive holiday pay for that day and this will not be considered a day of vacation. Employees will be required to use any available vacation prior to taking unpaid time off. In no case shall the use of paid vacation be an acceptable form for substituting hours when an employee is tardy for work or in the case of a no-call no-show instance.

Carryover. Employees are encouraged to use available paid vacation leave for rest, relaxation, and personal pursuits within one (1) year after it is accrued. In the event that accrued vacation leave is not used within such period, an employee may carry unused leave forward for a maximum of one (1) additional year.



Accumulation. If an employee's total amount of unused vacation leave reaches an amount equal to two (2) times the employee's total annual vacation leave benefit, no further accrual of vacation leave will be permitted until the employee uses paid vacation leave and brings the accumulated total below this limit. Exceptions to the accumulation rule are authorized only by the General Manager on a case by case basis.

Accrual during unpaid leaves. Accrual of paid vacation leave will be suspended during any period of unpaid leave, except for military leave or otherwise required by law.

Vacation at Termination. Upon termination of employment, employees will be paid for unused vacation leave that has been accrued through the date of termination.

Union employees. Vacation accrual for employees covered by a union contract is detailed in that contract.

Personal Days

The Commission provides all full-time employees with at least two (2) personal days each year. Supervisors may be entitled to additional personal days as designated by the General Manager. Personal days may be used at any time during the calendar year for any reason.

When requesting a personal day, the employee must notify his or her supervisor as soon as possible in advance of the need to take a personal day. Personal time may be taken in either full (8 hour) or half day (4 hour) increments when prior approval is given by the supervisor or General Manager.

Personal time will be awarded on January 1st of each year and may not be carried over into the following calendar year and any time remaining after the last day of the calendar year will be forfeited. An employee who separates employment with the Commission will not receive payment for unused personal time.

Paid Sick Leave

The Commission provides sick leave to all full-time employees when injury or illness prevents them from coming to work. Sick leave may be used to care for the employee, the employee's dependent, or the employee's immediate family member when used for an approved absence that falls under the following guidelines:

- Non-employment related illness or injury (employment related injuries fall under workers' compensation)
- Emergency medical or dental care
- Preventative/well care

Immediate family member is defined as the spouse, child, stepchild, mother- or father-in-law, mother, or father of the employee. Employees are expected to make all reasonable efforts to schedule such appointments outside of their normal working hours.

Paid sick leave is credited to eligible employees at the rate of one (1) day (equivalent to one (1) eight (8) hour shift) for each full month of service completed. Paid sick leave is capped at



960 hours (or 120 eight (8) hour shifts). Paid sick leave cannot be taken in advance of earning the time.

Supervisor Notification. Employees are required to contact their supervisor as soon as they can regarding an illness or injury that will prevent them from working their scheduled hours. Any employee who fails to report to work on three (3) or more consecutive workdays without notifying his or her supervisor or the General Manager will be considered to have voluntarily resigned from employment with the Commission. The termination date will be the last day worked.

Doctor's Statements. Employees may be required to present a doctor's statement or other documentation substantiating the reasons for the absence. All absences of five (5) days or longer require a doctor's notice to return to work. In the case of extended absences, the Commission may require that an employee provide a return to work authorization from the attending healthcare provider, claiming the employee is able to complete the normal requirements of his/her job with no restrictions.

Unexcused Absences. Even though an employee provides proper notice of his or her absence, the absence still may be considered unexcused. Unexcused absences include:

- Absences due to a non-work related illness or injury for which no medical verification is provided when requested.
- Repeated absences attributed to alleged transportation problems.
- Absences for a period in which the employee requested but was denied excused absence (with or without pay).
- Any other absence where the employee fails to provide evidence to establish a legitimate need (at the discretion of the Commission) for the absence or tardiness.

Nonexempt employees will not be paid for any period of unexcused absence or tardiness.

Disciplinary Action. Continued irregular attendance or excessive absenteeism or tardiness by any employee constitutes unsatisfactory performance and will subject the employee to disciplinary action, up to and including termination. Abuse of this policy includes, but is not limited to: (1) the employee's failure to notify his/her supervisor of the employee's intention to take paid sick leave when such notice was practicable; (2) the employee's failure to provide documentation for absence, as required; (3) utilizing sick time leave for non-valid reasons for which personal time should have been used; and (4) a continuing pattern of absences prior to or following regularly scheduled holidays, vacation, or scheduled days off work.

Sick Leave at Separation and Retirement. Employees retiring from the Commission with accrued, unused paid sick leave may qualify for additional service credit under IMRF. **Unused sick leave is not paid out at separation of employment.**

IMRF Creditable Service Days (Upon Retirement). Currently all employees who are covered under IMRF are eligible to accumulate a maximum of 12 months additional creditable service



with IMRF for unused, unpaid sick leave upon retirement. Beginning October 1, 2017, creditable service days shall accrue at the rate of one (1) day for each month of service after the employee has accumulated and maintains 120 sick leave days (960 hours), up to a maximum 120 creditable service days (an additional six (6) months of creditable service with IMRF). If an employee who has accrued creditable service days uses sick leave which drops their sick leave balance below the 960 hours, the employee's creditable service days balance will be held and the employee will not accrue any additional creditable service days until their sick leave balance reaches the maximum of 960 hours again. Creditable service days shall only be applied toward additional IMRF creditable service. These days shall not be used toward paid sick leave.

At time of retirement, any accrued, unused sick days and/or creditable service days may qualify for additional service credit if you retire from IMRF and are eligible and begin drawing your pension within 60 days of your last day of work. Otherwise, they will still be reported to IMRF, but not used in the retirement pension calculation. For more information on creditable service days, please see the Financial Administrator or General Manager.

Parental Leave Policy

This policy is to (a) enable eligible employees to care for and bond with a newborn, newly adopted, or newly placed child, and (b) to define the Commission's Parental Leave Policy and procedures, which provides eligible employees with a period of paid time off related to their recovery from the birth of a child and also for the care of their newborn or adopted child. This policy will be in effect for births, adoptions, or placements of foster children occurring on or after May 1, 2023.

Eligibility

Eligible employees must meet the following criteria:

- Have been employed with the Commission for at least six (6) months.
- Be a full-time, regular employee (temporary employees, contractors, and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster child – in either case, the child must be no older than six (6) years of age. The adoption of a new spouse's child is excluded from this policy.

Amount, Timeframe, and Duration of Paid Parental Leave

Eligible employees will receive a maximum number of hours as described below for paid parental leave per birth, adoption, or placement for a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., twins or adoption of siblings) does not increase the allowable total amount of paid parental leave as outlined below. Additionally, no employee will receive more than eight weeks of paid parental leave in a rolling 12-month



period, regardless of whether more than one birth, adoption, or foster care placement event occurs within that timeframe.

- Birthing (maternity) – Four (4) weeks of paid parental leave and up to an additional four (4) weeks off using paid time off (vacation, sick, personal days) in accordance with the Commission’s policy on requesting time off. Additional unpaid time off may be requested by the employee and will be determined on a case-by-case basis. The Commission will maintain all benefits for employees during the paid parental leave period just as if they were taking any other Commission approved paid leave such as paid vacation leave or paid sick leave. Employees taking unpaid time off for parental leave are solely responsible for their portion of health insurance benefit premiums and must make a payment arrangement with the Financial Administrator.
- Adoption, Foster Care, or New Parent (paternity) – One (1) week of paid parental leave and up to one (1) additional week off using paid time off (vacation, sick, personal days) in accordance with the Commission’s policy on requesting time off. Additional time off may be requested in accordance with the Commission’s sick time policy.

Each week of paid parental leave is compensated at 100 percent of the employee’s regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates. Approved paid parental leave may be taken at any time during the eight (8) week period immediately following the birth, adoption, or placement of a child with the employee. Paid parental leave may not be used or extended beyond this eight (8) week timeframe.

Employees must take paid parental leave in one (1) continuous period of leave and must use all paid parental leave during the eight (8) week timeframe indicated above. Any unused paid parental leave will be forfeited at the end of the eight (8) week timeframe. If a company holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement. Upon termination of the individual’s employment at the Commission, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

Requesting Paid Parental Leave

Any eligible employee requesting paid parental leave under this policy will provide his or her supervisor and the General Manager’s office with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary leave form(s) and provide all documentation as required by the Commission to substantiate the request.

The Commission reserves the right to amend or end this policy at any time without advanced notice.



Military Leave

The Commission complies with all applicable Federal and State laws granting military leave to employees who are members of any active or reserve components of the United States Armed Forces, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service or any other category of persons designated by the President of the United States in times of war or emergency, or the Illinois State Militia (the Army Reserve, the Naval Reserve, the Marine Corps Reserve, the Air Force Reserve, and the Coast Guard).

In accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Commission is obligated to release covered employees when the employee participates in:

1. Annual Training (Summer Camp).
2. Active Duty for Training (School).
3. Inactive Duty Training Assemblies (Weekend Drills).
4. Extended leave of absence for voluntary active duty service (Enlistment).
5. Involuntary call-up.

Unless military necessity prevents it, or it is otherwise impossible or unreasonable, an employee should provide the Commission with as much notice as feasible and preferably 30 days in advance of the need for leave. Written notice is preferred, but not required under the law or this policy. In accordance with applicable laws, the employee shall be compensated for the difference between the payment received from the military and their compensation paid by the Commission. The employee may request to use vacation or personal time; however, he or she is not required to do so.

A uniformed services employee returning from active military service will be restored to the position he or she held before his or her military leave, with the same increases in status, seniority, and wages that were earned during the term of the military service by employees in like positions, or to a position of like seniority, status, and pay, unless the Commission's circumstances have so changed as to make it impossible or unreasonable to do so.

A uniformed services employee returning from military leave must have received a certificate or other evidence of honorable discharge or satisfactory completion of military service, and must make application for reemployment within ninety (90) days after being relieved from military service, or from hospitalization continuing after discharge for a period of not more than one (1) year.

A uniformed services employee must still be qualified to perform the duties of the position he or she held before military leave was taken. If, as a result of military service, the uniformed services employee is not physically or mentally qualified to perform the duties of the former position, the employee will be restored to a position for which he or she is qualified and able to perform the duties and which will provide the similar seniority, status, and pay, or the nearest approximation thereof, consistent with the circumstances of the case. Restoration to such a position is not required if it would cause undue hardship to the Commission.



Military leave laws are continually changing. To the extent new laws are adopted which provide greater benefits, those laws will be applicable.

Family Military Leave

Under the Illinois Family Military Leave Act, eligible employees who are the spouse, parent, adult children, or grandparents of a person called to military service for more than 30 days are permitted to take up to a total of 15 days of unpaid family military leave.

An employee is eligible if he or she:

1. Has been employed by the Commission for at least 12 months; and
2. Has completed at least 1,250 hours of service during the 12 month period before the leave of absence begins.

An employee must exhaust all vacation and personal days and any other leave that may be granted, not including paid sick leave or disability leave, before requesting Family Military Leave.

An employee must provide at least 14 days' notice if the family military leave will last five (5) or more consecutive workdays. Where able, an employee must consult with his or her supervisor so as to not unduly disrupt Commission operations. If the leave will consist of less than five (5) consecutive workdays, notice must be given as soon as practicable. The Commission may require certification from the proper military authority to verify eligibility.

The Commission will restore an employee to his or her former position or to an equivalent position with equivalent pay, benefits, and other employment terms, provided the employee returns to work at the end of his or her scheduled leave.

The Commission fully supports the concept of family military leave as a means of easing the tensions that may arise between family and workplace obligations. Accordingly, it will not interfere with or restrain any employee in the exercise of family military leave rights, nor will it retaliate or discriminate against anyone who seeks to enforce these rights.

Military leave laws are continually changing. To the extent new laws are adopted which provide greater benefits, those laws will be applicable.

Jury and Witness Duty Leave

The Commission provides eligible employees with paid time off when called to jury duty. Employees should notify their supervisor or the General Manager that they have received a jury summons within 10 days after the summons is issued. Employees are expected to report for work immediately upon release by the court for the day if the employee is able to return to work during the employee's normal working hours. The Commission or the employee may request an excuse from jury duty if the employee's absence would create serious operational difficulties or other hardships. The Commission may offset any amounts



received by an employee as jury pay against the compensation paid to the employee while away on jury duty.

The Commission also provides eligible employees with paid time off as necessary to respond to subpoenas issued on behalf of the Commission or by any party in a matter directly involving the Commission or the employee's employment with the Commission. In addition, the Commission provides eligible employees unpaid time off as necessary to respond to subpoenas issued by a party in a matter unrelated to the Commission or the employee's employment with the Commission.

Bereavement Leave

In the event of a death in a full-time employee's "immediate family," such employee shall be entitled to a leave of absence up to a maximum of three (3) consecutive workdays, including the day of the funeral. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five (5) consecutive workdays, including the day of the funeral. During such leave, an employee shall receive his or her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (but not to exceed eight (8) hours per day).

The employee's "immediate family" shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchild, grandparent-in-law, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Commission may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Personal Leave of Absence without Pay

The Commission may, at the discretion of the General Manager, provide eligible employees with unpaid personal leave of absence. In deciding requests for unpaid personal leave, the General Manager will consider factors such as the purpose, necessity, and duration of the requested leave, job performance, prior disciplinary record, absenteeism, the length of the employee's tenure with the Commission, the amount of the employee's accumulated vacation leave, and the needs of the Commission.

An employee requesting an unpaid personal leave of absence shall submit the request in writing to the General Manager with as much advanced notice as possible. Requests for unpaid personal leave may be denied or granted by the General Manager for any reason or no reason and are within the sole discretion of the General Manager. Misuse or poor management of an employee's annual paid-time-off is not a valid reason to request unpaid time off.

All earned time off (vacation and personal time) must be exhausted prior to beginning any approved personal leave of absence. If the leave is due to illness, sick leave must also be



exhausted. The Commission will continue to provide medical insurance for eligible employees on unpaid personal leave and, at the employee's expense, for his or her dependents, for a period of 30 calendar days or for such period as is permitted by the Commission's medical insurance plan in effect from time to time, whichever is shorter.

At the end of an unpaid personal leave, the Commission will make every effort, in light of its needs at the time, to reinstate the employee in the same, or another suitable, position; however, the Commission does not guarantee reinstatement following an unpaid personal leave.

If the employee fails to return to his or her position within three (3) working days after the expiration of his or her personal leave of absence, the individual will be terminated from his or her employment with the Commission. If the employee is unable to return, he or she must request an extension of the leave in writing. If the Commission declines to extend the leave, the employee must then return to work on the scheduled return date or be considered to have voluntarily resigned from his or her employment.

Blood Donation Leave

The Commission complies with all applicable Federal and State laws in granting blood donation leave including the Illinois Employee Blood Donation Leave Act. All full-time employees with at least six (6) months of service at the Commission are eligible to receive up to one (1) hour of paid leave to donate blood.

Employees may request to donate blood one (1) time every 56 calendar days. An employee must receive pre-approval from their supervisor in advance of the donation in order to receive payment for the leave. Employees are required to submit medical documentation of the blood donation before compensation is awarded.

Victims' Economic Security and Safety Act ("VESSA") Leave

Under the Victims' Economic Security and Safety Act (VESSA), eligible employees who are victims of domestic or sexual violence, or have a family or household member who is a victim of domestic or sexual violence, are permitted to take up to 12 weeks of unpaid leave during any 12-month period to:

1. Seek medical attention for, or to recover from, physical or psychological injuries caused by domestic or sexual violence to the employee or a family or household member;
2. Obtain services from a victim services organization for the employee or a family or household member;
3. Obtain psychological or other counseling for the employee or a family or household member;
4. Participate in safety planning, relocating, or taking other actions to increase the safety of the employee or a family or household member; or
5. Seek legal assistance or remedies to ensure the health and safety of the employee or a family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.



Employees must give their supervisor or the General Manager at least 48 hours of advance notice of their intention to take leave unless such notice is not practicable. Requests for VESSA leave should include the dates and expected duration of your leave, if available.

The Commission may require certification to verify that the employee or the employee's family or household member is a victim of domestic or sexual violence or to verify that leave is for one of the five purposes listed above.

During the leave, the Commission will continue an employee's medical insurance coverage on the same basis as prior to the leave. The Commission may recover the premium it paid for maintaining coverage if:

1. The employee fails to return from leave after the period of leave which the employee is entitled has expired; or
2. The employee fails to return from leave for any reason other than the continuation, recurrence, or onset of domestic or sexual violence that entitles the employee to leave under this Act, or other circumstances beyond the employee's control. The Commission may require the employee to submit a certification that he or she is unable to return to work. All information provided to the Commission will be kept confidential unless disclosure is requested or consented to in writing by the employee or otherwise required by applicable federal or state law.

The Commission will restore an employee to his or her former position or to an equivalent position with equivalent pay, benefits, and other employment terms, provided the employee returns to work on or prior to the day following the expiration of his or her scheduled leave. If you would have been laid off, terminated, or otherwise subject to changes in employment conditions had you not been on VESSA leave, you will not by virtue of having been on VESSA leave, be entitled to reinstatement or greater employment rights than you would have been absent the VESSA leave.

Reasonable Accommodations. The Commission supports VESSA and will attempt to provide reasonable accommodations for people who are entitled to protection under this Act, unless such accommodations would present an undue hardship for the Commission.

Reasonable accommodation applies to applicants and employees and may include adjustment to a job structure, workplace facility, or work requirement, transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, or implementation of a safety procedure in response to actual or threatened domestic or sexual violence.

Employees with accrued paid sick leave may be able to use such leave while away on VESSA leave.



SECTION 8: EMPLOYEE BENEFITS

Medical, Dental, and Vision Insurance

The Commission provides comprehensive medical, dental, and vision insurance to all full-time employees. Coverage becomes effective the first day of the month following completion of 30 days of employment with the Commission. Benefit enrollment must be completed within 30 days of the employee's date of hire for any eligible benefit plan(s) the employee wishes to enroll in. The Commission pays for a share of these benefit plans and the remaining financial responsibility lies with the employee for any plans enrolled in.

The Commission regularly reviews its insurance programs, and all such programs may be periodically subject to change. An open enrollment period is held each year during which the employee may elect to change medical, dental, and vision benefits. It is the employee's responsibility to notify the Financial Administrator of any change in spouse and/or dependent status within 30 days.

The Commission provides information describing the insurance programs available for employee coverage through summary plan descriptions (SPD). Employees should obtain and review this information for details relating to available coverages, qualifications, exclusions, and reporting requirements.

Educational & Professional Development Assistance Policy

The Commission supports and encourages the professional development of its employees. When adequate funds have been budgeted, and upon approval from their supervisor and the General Manager, the Commission will offer educational assistance to eligible employees up to a maximum reimbursement of \$5,000 non-taxable per calendar year, for continuing education through an accredited program that offers growth in an area related to his or her current or potential future position within the Commission. This education may include college credit courses, continuing education unit courses, seminars and certification tests that are job-related.

The purpose of this program is to encourage employee/professional development through education to achieve an increased level of effectiveness in current (and possible future) work assignments. The Commission deems this program an important element in fostering employee growth within the Commission. All course work related to this program should be conducted outside of an employee's regular work schedule, and the employee will not be compensated for time associated with the program outside of normally scheduled work hours. Additionally, the Commission reserves the right to approve or deny reimbursement requests for specific classes on a case-by-case basis and will not reimburse for any courses that are eligible for reimbursement from other sources (e.g., GI Bill, scholarships, financial aid, etc.).

An employee must secure a passing grade of "B" or its equivalent or obtain a certification to receive any reimbursement. Expenses must be validated by receipts and a copy of the final grade or certification must be received.



Eligibility

- Full-time, regular employees who have completed six (6) months of employment.
- Employees must be actively employed by the Commission for the duration of the course(s) and when requesting reimbursement.
- Employee's performance must be in good standing with the Commission with a rating of "competent" level of performance, as determined through the most recent performance review process.
- All courses must be submitted and approved prior to the start of the program for which reimbursement is requested. In the case of a degree program, the syllabus of required classes and any selected elective courses can be authorized at the beginning of the program, or otherwise as approved by the General Manager. When coursework includes electives, the employee should strive to choose electives as pertinent to their work activities as possible.

Procedures

To receive reimbursement for educational/professional development expenses, employees should follow the procedures listed here:

- Prior to enrolling in an educational course, the employee must provide his or her manager with information about the course for which s/he would like to receive reimbursement and discuss the job-relatedness of the continuing education. Course information may include official course description, program outlined for degree/certification, tuition cost and fee information, etc.
- The employee should provide an anticipated schedule for degree programs which are expected to extend over more than one year, and should identify a target, non-binding date for completion of the program. If it becomes necessary to modify or extend the schedule, the employee should advise the General Manager so that budgeted funds can be adjusted accordingly.
- A tuition reimbursement request form should be completed by the employee, and the appropriate signatures obtained from the supervisor as well as the General Manager.
- A copy of the tuition reimbursement request form must be submitted to the employee's direct supervisor. The employee will maintain the original until s/he has completed the approved educational course.
- Once the course is successfully completed, the employee should resubmit the original tuition reimbursement request form with the reimbursement section filled out within 60 days of course completion.
- Reimbursement will be at the rate of 90% for grades of A or B, not to exceed \$5,000 during any calendar year. No reimbursement will apply for grades of C or below or for a "Fail" in a Pass/Fail course.
- The finance department will coordinate the reimbursement on a subsequent payroll date.



Reimbursable Costs:

- Course tuition.

Non-Reimbursable Costs:

- Lab fees.
- Textbook costs.
- Transportation.
- Parking fees.
- Student activity fees.
- Late registration fees.
- Pre-admission/pre-enrollment review course and exam fees.

Neither the reimbursement of tuition nor the successful completion of any qualifying course work is an automatic precursor to a change in job function, job pay, or job promotion. Any advancements and salary changes are the result of job performance, performance reviews, job qualification and increased level(s) of responsibility.

Repayment of Reimbursement

Repayment of reimbursement upon an employee's resignation, retirement, or termination from the Commission after receiving reimbursement will be based on a graduated scale and expected as outlined below:

- 1 year: 100% reimbursement of last and current fiscal year's reimbursement.
- 2 years: 50% reimbursement of last and current fiscal year's reimbursement.
- 3+ years: 0%.

Professional Industry Accreditation, Certification, and Licensing Incentive

The Commission desires to acknowledge and encourage employees who take the initiative to pursue professional certification, accreditation, and licensing relevant to the water industry, and of value to both the employee and the Commission. Beginning April 1, 2024, and on an ongoing 12-month cycle from this date, employees who have completed 90 days of employment with the Commission may request approval for and will be provided an annual incentive of \$2,000 for acquiring and/or maintaining any of the three (3) listed certifications identified below. Incentive pay shall not exceed \$4,000 in any 12-month period for employees qualifying in more than one (1) category under this policy for employees qualifying in more than one category.

Incentives will be provided in two (2) payments with the first \$1,000 paid on June 1st and the second \$1,000 paid on December 1st (\$2,000 annually per incentive). Employees recognize that this incentive is not an adjustment to their wage but is a separate incentive contribution for receiving and/or maintaining professional certification(s).

Employees will be eligible to receive the incentive after providing the Incentive Certification Form and record of good standing, including satisfactory completion of any required Continuing Education Hours and/or Professional Development Hours. Employees who let



their certification lapse will not be eligible for the incentive during the lapse year; the incentive may be applied again if/after certification is re-established.

Employees will qualify for a \$2,000 incentive if they maintain a listed certification in any of the following three categories, but not to exceed \$4,000/year for employees qualifying in more than one category:

1. Certified Drinking Water Operator, Class C or higher (State of Illinois Environmental Protection Agency).
2. AMPP CP1 or higher (Association for Materials Protection & Performance; Cathodic Protection & Corrosion Control).
3. Licensed Professional Engineer (State of Illinois Department of Professional Regulation).

As part of this process, employees requesting incentive pay must complete the Certification Incentive Form along with pre-approval for the certification being sought. Incentive forms must be submitted to the Financial Administrator 15 days in advance of the June 1 and December 1 incentive pay dates.

The Commission reserves the right to amend or end this policy at any time without advanced notice.

Illinois Municipal Retirement Fund (IMRF)

The Commission's retirement plan is the Illinois Municipal Retirement Fund (IMRF). IMRF provides income protection to employees and their families in the event of disability, retirement, or death. Retirement benefits are based on the employee's length of service and salary.

All employees who work at least 1,000 hours per year are required to participate in and contribute to IMRF as an employee of the Commission. Contributions to the retirement fund are mandatory for eligible positions and are deducted from the employee's paycheck each pay period.

IMRF is the sole authority in determining benefit eligibility and the amount of benefit payments. For more information on IMRF you can refer to your IMRF handbook, or you can call IMRF directly at 800-ASK-IMRF, or additional information may be found on the IMRF website at <https://www.imrf.org/>.

IMRF Disability Benefits

Disability benefits may be available to full-time employees who have at least 12 months of IMRF service credit since being enrolled in IMRF and who have service credit in each of the 12 months immediately preceding the date of disability. Eligible employees may not begin drawing disability benefits until they have exhausted all accrued paid sick leave.

For more information on IMRF disability benefits, you can call IMRF directly at 800-ASK-IMRF or additional information may be found on their website at <https://www.imrf.org/>.



Life Insurance

The Commission provides life insurance for eligible full-time employees. The life insurance benefit is equal to one-and-one-half (1½) times the employee's annual base pay rounded to the nearest \$1,000, up to a maximum of \$225,000. The Commission pays the full cost of life insurance coverage for eligible employees. Life Insurance coverage is effective 60 days from the date of hire.

Flexible Savings Account (FSA)

The Commission may provide a voluntary Flexible Savings Account (FSA) for eligible full-time employees. The FSA provides a method of paying for uncovered health, dental, vision care, and dependent care expenses on a pre-tax basis. With the FSA, the employee can pay certain out-of-pocket health care expenses for themselves, their spouse, and all eligible dependents. Any FSA eligible services must be incurred while the employee is actively participating in the FSA plan. Under this plan, eligible employees may contribute a portion of their compensation pre-tax to an account through a salary reduction agreement. Funds set aside in this account not used within the designated timeframe will not be reimbursed to the employee and will be forfeited back to the FSA plan.

Deferred Compensation

The Commission may provide a voluntary Deferred Compensation Program (457 Retirement Plan) for all full-time employees. This program provides supplemental retirement benefits by reducing current income in amounts designated by the employee. This voluntary program is designed to help employees save for retirement and allows employees to contribute a portion of their current income, up to the maximum extent permitted by federal tax law, in a tax-deferred investment plan. Each employee who joins the plan is responsible for making decisions regarding the possible benefits or tax consequences of various options which are available under the program.

Employee Assistance Program (EAP)

The Commission is interested in the well-being of its employees and their families and recognizes personal and family problems may affect work performance if left unresolved. The Commission provides confidential and professional guidance, counseling, and referral services to employees and their immediate family members through its Employee Assistance Program (EAP). The EAP is designed to assist employees and their family members who are experiencing behavioral, medical, family, substance abuse, or serious financial problems.

Participation in the EAP is voluntary and strictly confidential. An employee cannot be required to seek assistance; however, supervisors or the General Manager may make a formal written referral if job performance has deteriorated. The EAP is offered at no cost to employee and their immediate family members. If a referral to an outside agency is necessary, the outside agency may require additional fees from the employee for their services.



Employees encountering such problems may contact the EAP office directly (Perspectives, LTD) at 800-456-6327 at any time. Perspectives EAP is available 24/7. The website is <https://www.perspectivesltd.com/home.aspx>.

Early Notification of Retirement Incentive Program (ENRI)

The Commission understands the importance of strategic succession planning to an organization. Therefore, the Commission believes it is in the best interest of the organization to offer an Early Notification of Retirement Incentive (ENRI) to eligible employees to give ample notice prior to retirement.

Eligible employees desiring to participate in this program must advise their immediate supervisor as soon as possible.

Eligibility. To be eligible for the ENRI program, the employee must meet following criteria:

- The employee must have been employed at the Commission for at least 20 years of continuous service, or at least 20 years of combined service within the water industry (minimum of five (5) years with the Commission); and
- The employee must be at least 55 years of age; and
- The employee must be a full-time employee; and
- The employee must apply for the ENRI program at least three (3) months before his/her proposed separation date.

Procedures. The employee must sign and submit to General Manager an Early Notification of Retirement Incentive Application (the "Application") stating his/her intent to retire and proposed retirement date.

- Approval of all ENRI applications are at the sole discretion of the General Manager.
- The employee may withdraw an ENRI application by submitting a written request to the General Manager within seven (7) days of submitting the application.
- If the ENRI application is approved, the employee is required to complete and submit to the General Manager a Separation Agreement and Release and letter of resignation within five (5) days of approval in order to receive any ENRI payments. If the employee does not complete and submit the required documentation within five (5) days , the approved application will be automatically withdrawn and the employee will receive no ENRI payment.
- After submitting the signed Separation Agreement and Release and letter of resignation, the employee will have seven days in which to revoke the ENRI agreement by submitting his/her intent to revoke the Application, Separation Agreement and Release, and resignation, in writing, to the General Manager. Once the seven (7) days have passed, the Separation Agreement and Release, resignation, and agreement to participate in the ENRI program is not revocable unless approved by the Commission for extenuating circumstances.



Incentives. The qualifying employee will receive a lump sum payment on their final Commission paycheck. The lump sum payment is to be calculated based on \$700 per month for each month given of early notification, up to a maximum of 12 months.

The total incentive benefits may not exceed 12 months. Any changes to the employees' submitted resignation/retirement date must be approved by the General Manager and, if approved, may affect the amount of the ENRI payment.

Consolidated Omnibus Budget Reconciliation Act (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Commission's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee's hours (resulting in loss of eligibility), divorce, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee is responsible for 100% of any benefit premiums, including the share the Commission used to pay, plus a mandatory administration fee for continuation coverage. Employees are responsible to independently sign up for COBRA and to understand the impact on their benefits. Failure to timely sign up for COBRA or to submit payment in a timely manner may result in a loss of insurance coverage. It is imperative that each employee keep the Commission apprised of the status of his/her family life and age of dependents. It is also the employee's responsibility to ensure any updates regarding address, marital status, etc., are made in a timely manner.

Workers' Compensation Insurance

The Commission provides a comprehensive workers' compensation insurance program at no cost to employees. This program provides protection for employees in the event of lost work time or medical expenses due to an injury or illness sustained in the course of employment.

Employees who sustain a work-related injury or illness must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable the employee to secure necessary medical treatment and to qualify for workers' compensation benefits as quickly as possible. The Commission reserves the right to send an employee to a physician of the Commission's choice for evaluation.



EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM

I hereby acknowledge receipt of DuPage Water Commission's Employee Handbook, which outlines the Commission's policies, practices, benefits, and expectations, as well as my responsibilities as an employee. I have had the opportunity to ask questions about the policies in this handbook, and I understand that any future questions that I may have about the handbook or its contents will be answered by my immediate supervisor, the General Manager, or their designees.

By signing below, I acknowledge that I have had the opportunity to read, understand, accept, and agree to comply with all the policies, procedures, and other guidelines set forth in the handbook. I understand that the Commission reserves the right to change, modify, or discontinue any or all of the policies, procedures, benefits, rules and regulations and other information contained or described in the handbook as it deems appropriate at any time, with or without notice.

I acknowledge and understand that neither the Handbook nor its contents are an express or implied contract regarding my employment.

I specifically understand and agree that my employment is at-will and for an unspecified period of time and that either the DuPage Water Commission or I may terminate the employment relationship, at any time, with or without reason, and with or without notice.

I further understand that if I fail to comply with or violate any policies in this Handbook, I may be subject to disciplinary action, up to and including termination of my employment.

I understand that this Handbook supersedes all previous policies, written or oral, express or implied.

I understand that my signature below indicates that I have read and understood the above statements and have received a copy of the DuPage Water Commission Employee Handbook. Furthermore, I understand that my compliance with these policies and procedures is a condition of my continued employment with the Commission.

Employee's signature

Employee's name (Print)

Date

**PLEASE SIGN, DATE, AND RETURN THIS ACKNOWLEDGEMENT SHEET
TO YOUR SUPERVISOR OR FINANCIAL ADMINISTRATOR
TO BE FILED WITH YOUR PERSONNEL RECORDS.**



Resolution #: R-30-24

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 3/12/2024

Description: **Intergovernmental Escrow Agreement with WaterLink communities (#2)**

Agenda Section: Administration Committee

Originating Department: Administration

The communities of Montgomery, Oswego, and Yorkville desire water service commencing in 2027 (Montgomery in 2032). 30 miles of pipeline will need to be constructed along with ancillary water delivery structures and various appurtenances. Each community has successfully petitioned for a Lake Michigan water allocation, and DWC has contracted with Engineering consultant LAN (along with subconsultants Stanely and Robinson) to completed Phase I engineering services, which services are now complete.

In previous, smaller projects, a Subsequent Customer Agreement has been executed prior to commencement of engineering work. However, the complexity of this project requires more carefully orchestrated sequencing of events to process WIFIA and SRF loans, and to determine the associated cost for each community. The Subsequent Customer Agreement is currently under development and will become more refined as additional information becomes established. Therefore, Phase II Engineering work will precede the execution of the Subsequent Customer Agreement.

The entire cost of the new infrastructure to deliver water to the WaterLink communities will be paid for by the municipalities of Montgomery, Oswego, and Yorkville – including the Phase II Engineering costs. Consistent with the funding mechanism to fund the Phase I Engineering, a similar IGA instrument has been drafted for Phase II Engineering work to establish a funding escrow maintained by DWC and funded by the WaterLink communities. Each of the WaterLink communities has approved the IGA. After DWC approval of the document, but before execution of the Engineering Contract, the initial funds will be deposited into the escrow account, followed by additional funds as required.

Recommended Motion:

Adopt R-30-24, the Intergovernmental Escrow Agreement #2 with the WaterLink communities of Montgomery, Oswego, and Yorkville for Phase II Engineering Services.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-30-24

A RESOLUTION APPROVING A SECOND ESCROW INTERGOVERNMENTAL AGREEMENT FOR WATERLINK
PHASE II ENGINEERING

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 Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville are collectively referred to herein as the “Municipalities”) desire to supply Lake Michigan water to their residents by connecting to the Commission’s waterworks system;

WHEREAS, the Commission has previously entered into a contract with Lockwood, Andrews & Newman, Inc. (“LAN”) for general engineering services to determine the route and design a water transmission line connecting the Commission’s waterworks system to the Municipalities (the “Phase 1 Services”);

WHEREAS, the Commission is currently entering into a contract with LAN for the second phase of general engineering services related to the design of a water transmission line connecting the Commission’s waterworks system to the Municipalities (the “Phase 2 Services”);

WHEREAS, the Commission and the Municipalities previously entered into an intergovernmental agreement related to an Escrow Agreement to provide for the payment of Phase 1 Services performed by LAN;

WHEREAS, the Commission and the Municipalities desire and intend that the Municipalities now pay the costs related to the design and engineering services related to Phase 2 Services and have prepared

a Second Escrow Intergovernmental Agreement whereby the Municipalities will deposit funds into an escrow maintained by the Commission;

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

SECTION ONE: The Board of Commissioners of the DuPage Water Commission hereby approves the Second Escrow Intergovernmental Agreement attached hereto as Exhibit A and authorizes the Chairman to execute the agreement on behalf of the DuPage Water Commission and to take whatever steps necessary to effectuate the terms of said agreements.

SECTION TWO: This Resolution shall be in full force and effect after passage and approval as required by law.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2024.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2024/R-30-24.docx

EXHIBIT 1

DELETE PAGE IF NO ATTACHMENT

SECOND ESCROW INTERGOVERNMENTAL AGREEMENT

This Second Escrow Intergovernmental Agreement (the “Second Escrow Agreement”) is dated the 21st day of March, 2024 between the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”), and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery, and Yorkville are collectively referred to herein as the “Municipalities”) and the DuPage Water Commission (the “Commission”), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.* (the “Acts”).

WITNESSETH:

WHEREAS, the Commission has been organized under the Acts to supply water within its territorial limits; and

WHEREAS, the Municipalities currently own and operate municipal drinking water systems served by wells which extract source water from the Ironton-Galesville aquifer; and

WHEREAS, the Municipalities are within the territorial limits of the Commission; and

WHEREAS, the Municipalities intend to change from the Ironton-Galesville groundwater source to Lake Michigan source water, through a future water purchase agreement with the Commission, and have applied to and been awarded a Lake Michigan Water Allocation Permit from the State of Illinois Department of Natural Resources, Office of Water Resources (“IDNR”); and

WHEREAS, the Municipalities, pursuant to a 2021 Intergovernmental Cost-Sharing Agreement have conducted extensive study and have concluded that the most sustainable alternative water source to serve the Municipalities through the municipal waterworks systems currently serving the Municipalities, as well as any extensions or improvements of those systems (collectively the “Municipal Systems”) is Lake Michigan water from the Commission; and

WHEREAS, since time is of the essence, the Municipalities agree to equally share in the costs of this Second Escrow Agreement until the final cost-share allocation for construction is determined by the Municipalities. It is the intent of the Municipalities that the engineering costs paid into the escrow account pursuant to this Second Escrow Agreement will mirror the cost share allocation for construction. The Municipalities, separate from the DWC, agree to; 1) include these contributions in a cost-share agreement, 2) make an adjustment, accounting, or true-up at the time of the cost-share agreement, and 3) use best efforts to finalize said agreement no later than January 1, 2025. The Commission will not be a party to the Municipalities' cost sharing agreement and will not have any responsibility or liability as to the true-up or any adjusted accounting, as this paragraph only applies to the Municipalities. and

WHEREAS, the Commission owns and maintains a waterworks system as a supplier of Lake Michigan water to member customers that contract for such service ("Commission's Waterworks System"); and

WHEREAS, Oswego seeks to connect to Lake Michigan water through the Commission in 2027, Yorkville in 2030, and Montgomery in 2032; and

WHEREAS, the Commission has entered into a water supply contract with the City of Chicago to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers; and

WHEREAS, the Municipalities and the Commission are in the process of negotiating a Construction Contract for the construction of a transmission line to be directly connected to the Commission's Waterworks System (the "Direct Connections"), through the construction and extension of the Commission's water transmission infrastructure as preliminarily described in Exhibit A (the "Transmission Main"), such that the Municipal Systems will connect through the Transmission Main to the Commission's Waterworks System facilities directly; and

WHEREAS, the Commission will design, construct, own, operate, and maintain the Transmission Main (the "Project"); and

WHEREAS, the Municipalities have each individually submitted a (“Notice of Intent”) for financing through the Water Infrastructure Finance and Innovation Act (“WIFIA”), and are currently assembling additional financing instruments which have not yet closed; and

WHEREAS, the Water Purchase and Sale Agreement will document the financing terms including the disposition of construction costs among the participating Municipalities, which are not yet fully established pending the assembly of financing instruments by the Municipalities; and

WHEREAS, the Commission will incur expenses for the design and construction of the Project and the eventual Direct Connections to serve the Municipal System, costs which will include but not be limited to engineering, property acquisition, and easement acquisitions (the “Commission Expenses”); and

WHEREAS, the Municipalities and Commission have previously entered into an Escrow Intergovernmental Agreement for Phase 1 engineering services related to the preliminary engineering design of the Transmission Main and Direct Connections (the “Phase 1 Services”); and

WHEREAS, the Phase I Services have been substantially completed by Lockwood, Andrews and Newnam, Inc. (“LAN”); and

WHEREAS, in order to continue with the necessary engineering, including conventional engineering activities associated with preparation of “issued for bid” construction drawings and associated permits and contract documents, specifications, and estimates (the “Phase 2 Services”) prior to the execution of the Water Purchase and Sale Agreements and Construction Contract in order to maintain the desired schedule for the delivery of Lake Michigan water to the Municipalities, a contract will need to be executed with LAN to perform the Phase 2 Services; and

WHEREAS, the Municipalities and the Commission agree that the Phase 2 Services may include some preliminary land acquisition soft costs, including but not limited to legal, survey and title commitment; however, Phase 2 Services do not include costs for the actual acquisitions of any easements or fee simple purchases of real estate as those types, of acquisition costs will be subject to a separate agreement; and

WHEREAS, the Commission requires the Municipalities to establish an escrow fund with the Commission as stated herein to provide a funding source for the design engineering portion of the Phase 2 Services; and

WHEREAS, the Commission will execute a contract with Lockwood, Andrews and Newnam, Inc. (“LAN”) to perform the Phase 2 Services; and

WHEREAS, the cost of services to complete the Phase 2 Services from LAN is the amount of \$19,956,942 plus reimbursable costs; and

WHEREAS, the Municipalities agree that they are responsible for those expenses incurred for Phase 2 Services performed and completed within the scope of services of the contract between the Commission and LAN; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Commission and the Municipalities are authorized to enter into this Second Escrow Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Municipalities and the Commission hereby agree as follows:

1. The recitals contained in the Preamble above will become a part of this Second Escrow Agreement as if fully set forth herein.

2. Montgomery, Oswego, and Yorkville will each deposit \$6,652,300 into the Commission’s escrow account for a total amount of \$19,956,900 plus reimbursable costs in the form of cash to be held by the Commission in escrow (“Escrow Account”) in three payments as follows:

- The First Payment will be due on or before March 21, 2024, in the amount of \$2,588,000
- The Second Payment will be due on or before September 1, 2024, in the amount of

\$1,844,000

- The Third Payment will be due on or before January 1, 2025, in the amount of \$2,220,300

3. Since time is of the essence, the Municipalities agree to equally share in the costs of this Second Escrow Agreement until the final cost-share allocation for construction is determined by the Municipalities. It is the intent of the Municipalities that the engineering costs paid into the escrow account pursuant to this Second Escrow Agreement will mirror the cost share allocation for construction. The Municipalities, separate from the DWC, agree to; 1) include these contributions in a cost-share agreement, 2) make an adjustment, accounting, or true-up at the time of the cost-share agreement, and 3) use best efforts to finalize said agreement no later than January 1, 2025. The Commission will not be a party to the Municipalities' cost sharing agreement and will not have any responsibility or liability as to the true-up or any adjusted accounting, as this paragraph only applies to the Municipalities.

3. The Commission will establish a segregated Escrow Account for the sole purpose of funding the Commission Expenses. The Commission will draw from the Escrow Account to pay for or reimburse the design engineering costs of Commission Expenses. Any remaining funds from the First Escrow Agreement will remain in the account and can be utilized for Phase II activities.

4. The Escrow Account will be insured and interest bearing, and the Commission will provide the Municipalities with Quarterly Statements: (1) showing the starting and ending balances for that quarter in the Escrow Account; and (2) detailing the design engineering costs of Commission Expenses incurred for that quarter including any amounts received or paid from the Escrow Account. The Municipalities will have the right to conduct audits for three years after the termination of this Second Escrow Agreement relative to the Escrow Account.

5. The Commission will keep a record of all pay requests from the Escrow Account for reimbursement of Commission Expenses incurred (the "Pay Request") and sufficient documentation of the Commission Expenses incurred in support of the Pay Request. The

documentation will be retained for review by the Municipalities upon request and included within the Quarterly Statements issued by the Commission.

6. The Municipalities and the Commission will resolve any Escrow Account disputes using the dispute resolution procedure set forth in Paragraph 10.

7. This Second Escrow Agreement will terminate, and any monies not paid or incurred for Commission Expenses, including any interest therein will be returned to the Municipalities, unless mutually extended by the Municipalities and the Commission, upon the earlier of:

- a. Two years from the date of this Escrow Agreement;
- b. Upon the signing of Water Purchase and Sale Agreements between the Commission and the Municipalities for the purchase of water from the Commission;
- c. Upon the Municipalities' written notification to the Commission that they are no longer pursuing Water Purchase and Sale Agreements with the Commission for the purchase of water from the Commission; or
- d. Any failure of one or more of the Municipalities to make any payment required under this Second Escrow Agreement within seven days after being notified of the failure to pay.

No monies will be returned to the Municipalities until a full accounting has been completed of the expenditures incurred under this Second Escrow Agreement.

9. The Commission will follow generally accepted engineering principles and regularly conduct Project progress meetings with the Municipalities to ensure continuity between the proposed water transmission main project and the municipal infrastructure;

10. All claims, disputes, and other matters in question among the Municipalities and the Commission arising out of, or relating to, this Second Escrow Agreement shall be decided by arbitration, in accordance with the Arbitration Rules of the American Arbitration Association, unless the Municipalities and the Commission mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment may be entered on it in accordance with applicable law

in the Eighteenth Judicial Circuit, DuPage County, Illinois. Demand for arbitration shall be made in accordance with the notice provisions contained in Paragraph 13 below, with copies sent to the American Arbitration Association.

11. If any Municipality or the Commission defaults in the full and timely performance of any of its obligations hereunder, the non-breaching entity or entities, after first providing written notice to the breaching entity of the event of default and providing the breaching entity ten (10) days to cure the same, will be entitled to invoke its legal rights and remedies as a result thereof, including, but not limited to, its equitable remedy of specific performance. THE FOREGOING NOTWITHSTANDING, NO ENTITY WILL BE LIABLE TO ANOTHER ENTITY OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR CONTRACTORS FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

12. There are no third-party beneficiaries of this Second Escrow Agreement and nothing in this Second Escrow Agreement, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

13. Any notices under this Second Escrow Agreement will be personally delivered, delivered by the deposit thereof in the U. S. Postal Service, postage prepaid, registered, or certified, return receipt requested, or by overnight courier service to the Party at the address listed below or at another address hereafter designated by notice or by email transmission. Any such notice will be deemed to have been delivered and given upon personal delivery or delivery by a nationally recognized overnight courier service, or deposit with the United States Postal Service or upon receipt of written confirmation that facsimile or email transmission has been successfully completed:

If to the Commission:

Paul D. May, P.E., General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

Email: may@dpwc.org

With a copy to:

Phillip A. Luetkehans
Luetkehans, Brady, Garner & Armstrong, LLC
105 E. Irving Park Road
Itasca, IL 60143
Email: pal@lbgalaw.com

If to the Municipalities:

Village Manager
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Village Manager
Village of Montgomery
200 N. River Street
Montgomery, IL 60538

City Manager
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

With a copy to:

Irene Schild Caminer
Caminer Law, LLC
2612 W. Sunnyside Ave.
Chicago, IL 60625

14. Each Municipality will hold the Commission harmless and defend the Commission from any claims or litigation that arise out of the Phase 2 Services due to that Municipality's failure to comply with the payment obligations arising under this Second Escrow Agreement.

15. Miscellaneous.

- a. Except as provided herein, the Municipalities and the Commission will not assign this Second Escrow Agreement or any right or privilege any Municipalities and the

Commission may have under this Second Escrow Agreement without the prior written consent of all Parties hereto, not to be unreasonably withheld conditioned or delayed.

- b. This Second Escrow Agreement will be governed by the internal laws of the State of Illinois.
- c. The person(s) executing this Second Escrow Agreement on behalf of the Parties hereto warrant that: (i) such each Municipality and the Commission are duly organized and existing; (ii) the individual signing is duly authorized to execute and deliver this Second Escrow Agreement on behalf of said Municipality or the Commission; (iii) by so executing this Second Escrow Agreement, such Municipality and the Commission are formally bound to the provisions and conditions contained in this Second Escrow Agreement; and (iv) the entering into this Second Escrow Agreement by a Municipality and the Commission does not violate any provision of any other agreement to which said Municipality and the Commission is bound.
- d. Each Municipality and the Commission acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set forth in this Second Escrow Agreement. Each Municipality and the Commission hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of each Municipality and the Commission as evidenced by this Second Escrow Agreement.
- e. This Second Escrow Agreement is the entire agreement between the Municipalities and the Commission regarding its subject matter and may not be changed or amended except pursuant to a written instrument signed by each Municipality and the Commission.
- f. This Second Escrow Agreement may be executed in any number of identical counterparts each of which will be considered an original, but which together will constitute one and the same agreement.

IN WITNESS WHEREOF, each Municipality and the Commission hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

ATTEST:

DuPage Water Commission

BY: _____

ATTEST:

Village of Montgomery

BY: _____

ATTEST:

Village of Oswego

BY: _____

ATTEST;

United City of Yorkville

BY: _____