



# DuPage Water Commission

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

## AGENDA

### DUPAGE WATER COMMISSION

THURSDAY, NOVEMBER 21, 2013  
7:00 P.M.

600 EAST BUTTERFIELD ROAD  
ELMHURST, IL 60126

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

**RECOMMENDED MOTION: To approve the Minutes of the October 17, 2013 Regular Meeting of the DuPage Water Commission (Voice Vote).**

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

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

- VI. Committee Reports
  - A. Finance Committee
    1. Report of 11/21/13 Finance Committee
    2. Resolution No. R-30-13: A Resolution Authorizing and Directing the Use of General Account Balances for the Payment of Debt Service on the Northern Trust Certificate of Debt-up to **\$7MM**  
(Concurrence of a Majority of the Appointed Commissioners -7)

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

**RECOMMENDED MOTION: To adopt Resolution No. R-30-13: A Resolution Authorizing and Directing the Use of General Account Balances for the Payment of Debt Service on the Northern Trust Certificate of Debt - up to \$7MM (Roll Call)**

3. Workers Compensation and Employer's Liability Insurance

(TO SUSPEND PURCHASING PROCEDURES: 2/3 Majority of those Commissioners Present, provided there is a quorum - minimum 5; maximum 9)

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

**RECOMMENDED MOTION: To suspend the purchasing procedures of the Commission's By-Laws and to purchase Workers Compensation and Employer's Liability insurance coverage, for a total premium of \$81,000.00, as proposed by Illinois Public Risk Fund and outlined by The Nugent Consulting Group (Roll Call).**

4. Actions on Other Items Listed on 11/21/13 Finance Committee Agenda

B. Administration Committee

1. Report of 11/21/13 Administration Committee

2. Resolution No. R-29-13: A Resolution Releasing Certain Executive Session Meeting Minutes at the November 21, 2013 DuPage Water Commission Meeting

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

**RECOMMENDED MOTION: To adopt Resolution No. R-29-13: A Resolution Releasing Certain Executive Session Meeting Minutes at the November 21, 2013 DuPage Water Commission Meeting (Roll Call).**

3. Actions on Other Items Listed on 11/21/13 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 11/21/13 Engineering & Construction Committee

2. Resolution No. R-28-13: A Resolution Approving and Ratifying Certain Work Authorization Order(s) Under Quick Response Electrical Contract QRE-6/12 at the November 21, 2013 DuPage Water Commission Meeting (**McWilliams Electric Co., Inc. in an amount not-to-exceed \$11,000.00**)

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

3. Resolution No. R-31-13: A Resolution Approving and Authorizing the Execution of a New Electrical Supply Agreement—(**Integritys Energy Services Inc. for a total electrical cost not-to-exceed 4.22 cents per kWh**)

(TO SUSPEND PURCHASING PROCEDURES: 2/3 Majority of those Commissioners Present, provided there is a quorum-minimum 5)

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

4. Resolution No. R-32-13: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with AECOM Technical Services Inc. at the November 21, 2013 DuPage Water Commission Meeting (**\$29,800.00 – estimated**)

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

**RECOMMENDED MOTION: To adopt item numbers 2 through 4 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**

4. Actions on Other Items Listed on 11/21/13 Engineering & Construction Committee Agenda

VII. Accounts Payable

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

**RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$6,765,507.68, subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).**

**RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$8,050,109.00, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).**

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

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

XI. Old Business

XII. New Business

XIII. Executive Session

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

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

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

XIV. Adjournment

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

**MINUTES OF A MEETING OF THE  
DuPAGE WATER COMMISSION  
HELD ON THURSDAY, OCTOBER 17, 2013  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 7:02 P.M.

Commissioners in attendance: L. Crawford, R. Furstenau, C. Janc, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess, J.B. Webb, and J. Zay

Commissioners Absent: J. Broda, D. Loftus, and W. Murphy

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

**PUBLIC COMMENT**

None

**APPROVAL OF MINUTES**

Commissioner Furstenau moved to approve the Minutes of the September 19, 2013 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**TREASURER REPORT**

In the absence of Treasurer Ellsworth, Financial Administrator Peterson presented the September 2013 Treasurer's Report, consisting of six pages.

Financial Administrator Peterson pointed out the \$68.3MM of cash and investments on page 1, which reflected an increase of about \$3.6MM from the previous month. Financial Administrator Peterson also pointed out the schedule of investments on pages 2, 3, and 4 totaling \$65.8MM and the market yield on the total portfolio showed 44 basis points which unchanged from the prior month. On page 5, the statement of cash flows showed an increase in cash and investments by about \$3.3MM and operating activities increased cash by approximately \$5.4MM, roughly \$14.1MM of sales tax was received, and Debt service payments totaled about \$16.6MM. On page 6, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements and approximately \$54.2MM of outstanding debt in Table 3, Rows H and I.

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

All voted aye. Motion carried.

**COMMITTEE REPORTS**

**Finance Committee – Reported by Commissioner Suess**

Commissioner Suess reported that the Finance Committee reviewed and recommended for approval all items listed on the Finance Committee Agenda.

With regards to the Property and Liability Insurance, Commissioner Suess noted that he would be recusing himself from any discussion or vote related to the item, noting that Commissioner Pruyn would be reporting.

Commissioner Pruyn reported that the Commission had received a letter from Michael Nugent of Nugent Consulting Group regarding the Commission's renewal of its property and liability insurance. In reviewing all options, Commissioner Pruyn noted that Mr. Nugent and staff had recommended a few policy changes which in turn would keep the renewal costs similar to the prior year.

After Commissioner Pruyn noted that the Finance Committee had recommended Option D of the Marsh renewal plan, Commissioner Pruyn moved to suspend the purchasing procedures of the Commission's By-Laws and to purchase property and liability insurance coverage, for a total premium of approximately \$430,000.00, as proposed by Marsh USA and outlined by Nugent Consulting Group. Seconded by Commissioner Russo and approved by a Roll Call Vote.

Ayes: L. Crawford, R. Furstenau, C. Janc, J. Pruyn, D. Russo, F. Saverino, M. Scheck, J.B. Webb, and J. Zay

Nays: None

Recused: P. Suess

Absent: J. Broda, D. Loftus, and W. Murphy

With respect to the Interest Period under the Northern Trust Certificate of Debt, Commissioner Suess stated that the Finance Committee recommended electing another one month interest period as the interest rate had decreased.

**Administration Committee – Reported by Commissioner Crawford**

Commissioner Crawford reported that the Administration Committee reviewed and recommended for approval all items listed on the Administration Committee Agenda.

With regards to Ordinance No. O-6-13, Commissioner Crawford referred back to the September Board meeting in which the Board, by consensus, agreed to amend the General Manager's spending authority level in emergency situations. Commissioner Crawford noted that approval of the Ordinance would also require waiving the First Reading and deferred to the Commission's General Counsel Gerry Gorski to explain the requirements.

## Minutes of the 10/17/13 Meeting

General Counsel Gorski explained that the Commission's By-Laws require that when there is an amendment to the By-Laws, the Ordinance by which you take that action is subject to a First Reading and not to be acted on until the subsequent regularly scheduled meeting. However, the Commission's By-Laws also provides the option to waive the First Reading.

After General Counsel Gorski explained the changes within the section, General Manager Spatz provided an example of an emergency situation by referring back to earlier in the year when the county experienced horrible flooding conditions on the same day of a regularly scheduled Board meeting and that members were pulled away from the flooding issues because disbursements needed to be approved.

Commissioner Suess supported the amendment, but suggested adding the Chairman's consent for purposes of a balance check.

After General Counsel Gorski noted the amended language and all members agreed, Commissioner Suess moved to request that Article IX, Section 2 entitled "Authorization" of the Commission's By-Laws would read as follows: All disbursements in excess of \$20,000.00 shall be approved in advance by the Board of Commissioners except 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. Seconded by Commissioner Furstenau and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

With no further discussion, Commissioner Crawford moved to suspend the First Reading requirements of the Commission's By-Laws and adopt Ordinance No. O-6-13, as amended. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote.

Ayes: L. Crawford, R. Furstenau, C. Janc, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess, J.B. Webb, and J. Zay

Nays: None

Absent: J. Broda, D. Loftus, and W. Murphy

Commissioner Crawford moved to suspend the Purchasing Procedures of the Commission's By-Laws and adopt Resolution No. R-27-13. Seconded by Commissioner Russo.

## Minutes of the 10/17/13 Meeting

General Manager Spatz noted that the 2014 employee healthcare benefits renewal costs had slightly increased by about 3.5%, plus additional fees relating to the Affordable Care Act, adding that the Commission's insurance costs were still lower then compared to 2011.

After Commissioner Furstenau confirmed with General Manager Spatz that employee contributions would remain at 20%, he then suggested, for next year, that the employee contribution portion be reevaluated for possible changes.

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

Ayes: L. Crawford, R. Furstenau, C. Janc, J. Pruy, D. Russo, F. Saverino, M. Scheck, P. Suess, J.B. Webb, and J. Zay

Nays: None

Absent: J. Broda, D. Loftus, and W. Murphy

### **Engineering & Construction Committee – Reported by Commissioner Furstenau**

Commissioner Furstenau reported that the Engineering & Construction Committee had reviewed and recommended for approval all action items listed on the Engineering & Construction Agenda.

With regards to the emergency water supply connections capacity study, Commissioner Furstenau updated the Commissioners that requests for proposals had been sent to various consulting firms and that staff would be reviewing all proposals received and report back to the Board.

After Commissioner Furstenau gave a brief summary of each item, he welcomed any questions.

Hearing none, Commissioner Furstenau moved to adopt item numbers 2 through 4 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Russo and unanimously approved by a Roll Call Vote.

Ayes: L. Crawford, R. Furstenau, C. Janc, J. Pruy, D. Russo, F. Saverino, M. Scheck, P. Suess, J.B. Webb, and J. Zay

Nays: None

Absent: J. Broda, D. Loftus, and W. Murphy

Item 2: Resolution No. R-25-13: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the October 17, 2013, DuPage Water Commission Meeting (John Neri Construction Co. Inc. – Estimated Not to Exceed \$100,750.00)

Minutes of the 10/17/13 Meeting

- Item 3: Resolution No. R-26-13: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 at the October 17, 2013, DuPage Water Commission Meeting (Work Authorization Order No. 4 to McWilliams Electric Co. Inc. estimated not to exceed \$2,000.00 and Work Authorization Order No. 5 to Divane Bros. Electric Co. estimated not to exceed \$9,500.00)
- Item 4: To Authorize the General Manager to Purchase one F-250 Pick-Up Truck and Snow Plow Equipment- State of Illinois Joint Purchasing Contract in the amount of \$38,934.00

**ACCOUNTS PAYABLE**

Commissioner Janc moved to approve the Accounts Payable in the amount of \$8,454,306.82 subject to submission of all contractually required documentation, for invoices that have been received and for invoices that have not yet been received but have been estimated. Seconded by Commissioner Suess and unanimously approved by a Roll Call Vote:

Ayes: L. Crawford, R. Furstenau, C. Janc, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess, J.B. Webb, and J. Zay

Nays: None

Absent: J. Broda, D. Loftus, and W. Murphy

**CHAIRMAN'S REPORT**

Chairman Zay shared his appreciation to General Manager Spatz for his excellent presentation to the County Board members at the County's October 8<sup>th</sup> Board meeting noting that he had received several compliments regarding the presentation as well as with all that had been accomplished at the Commission. Chairman Zay thanked the Board members and staff for their hard work and team effort stating that the amount of debt that the Commission had paid down over the past two years was staggering and that everyone should be commended.

Commissioner Suess echoed Chairman Zay stating that he had attended the October 8<sup>th</sup> County meeting and also felt that General Manager Spatz had done a very good job sharing the Commission's financial accomplishments from 2011 to present day.

**OMNIBUS VOTE REQUIRING MAJORITY VOTE**

None

**OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE**

None

Minutes of the 10/17/13 Meeting

**OLD BUSINESS**

None

**NEW BUSINESS**

None

**EXECUTIVE SESSION**

None

Commissioner Russo moved to adjourn the meeting at 7:26 P.M.    Seconded by  
Commissioner Furstenau and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/2013/Rcm131017docx

**DUPAGE WATER COMMISSION  
INTEROFFICE MEMORANDUM**

**TO:** Chairman and Commissioners  
**FROM:** Douglas Ellsworth, Treasurer  
**DATE:** November 8, 2013  
**SUBJECT:** **TREASURER'S REPORT – OCTOBER 31, 2013**

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of October, 2013. I have also reviewed the monthly financial statements and budget status reports, and have found them to be in order.

**Summary of Cash & Investments (Page 3)**

1. Cash and investments total \$68.5 million, up \$248,948 over the prior month. The increase can be attributed to positive operating results.
2. Cash at BMO Harris increased \$543,066 during the month, resulting in an ending balance of \$2,947,038.
3. A combined \$8.5 million was moved out of the BMO Harris and PFM (IIIT) money market accounts and invested this month. The combined balance in the two money market accounts was \$12.6 million at month-end.
4. PFM's investment activity during the month added \$4 million of short-term commercial paper, \$2.5 million of U.S. Treasury obligations, \$923,000 of U.S. Agency obligations, and \$798,000 of taxable municipal bonds.
5. The current holdings of cash and investments are in compliance with the approved investment policy.
6. The following table presents a comparison of the current cash and investment balances by account to the beginning of the fiscal year.

Account	Balance 5/1/2013	Balance 10/31/2013	Increase (Decrease)
Operations & Maintenance	\$8,451,019	\$11,040,186	\$ 2,589,167
Bond Interest	120,200	27,342	(92,858)
Bond Principal	3,580,200	1,164,250	(2,415,950)
General Account	7,926,657	10,229,159	(2,302,502)
Sales Tax	9,158,084	9,193,176	35,092
Operating Reserve	34,182,436	34,288,210	105,774
Long-Term Cap. Reserve	1,545,423	2,592,634	1,047,211
<b>Total Cash &amp; Investments</b>	<b>\$64,964,019</b>	<b>\$68,534,957</b>	<b>\$ 3,570,938</b>

### **Schedule of Investments (Pages 4-8)**

1. The average yield to maturity on the Commission's investments was 0.48%, up slightly from last month's 0.44%.
2. The fair market value of our investments is currently only \$1,402 below amortized cost, compared to the unrealized loss of \$80,000 reported last month. At April 30<sup>th</sup>, the fair market value of the investments exceeded amortized cost by \$205,000.
3. Investments in the O & M account decreased by \$3.5 million over the prior month due to the transfer of \$3 million to the General account and \$175,000 to the Long-Term Capital Reserve account.

### **Statement of Cash Flows (Page 9)**

1. The statement of cash flows on page 5 shows cash & investments increasing \$3.5 million over the past seven months.
2. Operating activities increased cash by \$4.1 million.
3. \$17.0 million of sales tax revenue was received.
4. Debt service payments totaled \$17.8 million.
5. Investment earnings totaled \$302,988.

### **Reserve Analysis (Page 10)**

1. The reserve analysis report shows the commission has met or exceeded all reserve targets at October 31<sup>st</sup>.
2. The Operating Reserve account is \$173,842 over its target of \$34.3 million.
3. The O & M account has \$11.0 million, compared to the target of \$7.4 million.
4. The General Account has \$10.2 million, and the Sales Tax Account has \$9.1 million.
5. There was \$53.0 million of debt outstanding at October 31<sup>st</sup>, a reduction of \$1.2 million from the preceding month. For the year, \$17.5 million of debt has been retired.

DU PAGE WATER COMMISSION  
 TREASURER'S REPORT  
 SUMMARY OF CASH AND INVESTMENTS  
 October 31, 2013

FUNDS CONSIST OF:	October 31, 2013	September 30, 2013	INCR. - (DECR.)
PETTY CASH	1,200.00	1,200.00	0.00
CASH AT HARRIS BANK	2,945,838.47	2,402,772.61	543,065.86
<b>TOTAL CASH</b>	<b>2,947,038.47</b>	<b>2,403,972.61</b>	<b>543,065.86</b>
IIIT MONEY MARKET FUNDS	2,356,127.88	7,377,468.59	(5,021,340.71)
BMO HARRIS MONEY MARKET FUNDS	9,284,740.35	12,784,571.47	(3,499,831.12)
U. S. TREASURY INVESTMENTS	21,404,728.84	18,898,870.45	2,505,858.39
U. S. AGENCY INVESTMENTS	20,382,570.83	19,458,937.76	923,633.07
MUNICIPAL BONDS	4,913,217.72	4,115,611.92	797,605.80
COMMERCIAL PAPER	5,273,532.79	1,273,576.21	3,999,956.58
CERTIFICATES OF DEPOSIT	1,973,000.00	1,973,000.00	0.00
<b>TOTAL INVESTMENTS</b>	<b>65,587,918.41</b>	<b>65,882,036.40</b>	<b>(294,117.99)</b>
<b>TOTAL CASH AND INVESTMENTS</b>	<b>68,534,956.88</b>	<b>68,286,009.01</b>	<b>248,947.87</b>
	October 31, 2013	September 30, 2013	% CHANGE
IIIT MONEY MARKET FUNDS	3.6%	11.3%	-68.1%
BMO HARRIS MONEY MARKET FUNDS	14.2%	19.4%	-27.4%
U. S. TREASURY INVESTMENTS	32.6%	28.7%	13.3%
U. S. AGENCY INVESTMENTS	31.1%	29.5%	4.7%
MUNICIPAL BONDS	7.5%	6.2%	19.4%
COMMERCIAL PAPER	8.0%	1.9%	314.1%
CERTIFICATES OF DEPOSIT	3.0%	3.0%	0.0%
<b>TOTAL INVESTMENTS</b>	<b>100.0%</b>	<b>100.0%</b>	<b>-0.4%</b>

Note 1 - Investments are carried at amortized cost.  
 Note 2 - Investment balances at 10/31/13 include \$24,582 of unsettled trades.

DU PAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
October 31, 2013

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		APPROX. MARKET YIELD	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 10/31/13
<b>Water Fund Oper. &amp; Maint. Acct. (01-1211.03)</b>										
BMO Harris - Money Market	0.160%	10/31/13	11/01/13	1	0.160%	8,093,148.28	8,093,148.28	-	8,093,148.28	-
<b>Revenue Bond Interest Account (01-1212)</b>										
BMO Harris	0.000%	10/31/13	11/01/13		0.000%	\$ 27,342.07	\$ 27,342.07	\$ -	\$ 27,342.07	\$ -
<b>Revenue Bond Principal (01-1213)</b>										
BMO Harris	0.000%	10/31/13	11/01/13		0.000%	\$ 1,164,250.00	\$ 1,164,250.00	\$ -	\$ 1,164,250.00	\$ -
<b>Water Fund General Account (01-1217 &amp; 1217.01)</b>										
IIIT - Money Market (PFM Asset Management)	0.030%	10/31/13	11/01/13	1	0.030%	256,732.23	256,732.23	-	256,732.23	-
US Treasury Notes (PFM Asset Management)	0.000%	10/16/13	11/14/13	14	0.230%	2,600,000.00	2,599,784.04	249.15	2,599,534.89	-
FHLMC Notes (PFM Asset Management)	0.000%	10/15/13	11/01/13	1	0.150%	1,400,000.00	1,400,000.00	99.16	1,399,900.84	-
Toyota Motor Credit Corp CP	0.000%	10/09/13	11/22/13	22	0.180%	750,000.00	749,921.25	86.25	749,835.00	-
BNP Paribas Finance Inc. CP	0.000%	10/09/13	11/22/13	22	0.120%	750,000.00	749,947.50	57.50	749,890.00	-
Toyota Motor Credit Corp CP	0.000%	10/02/13	11/22/13	22	0.180%	1,250,000.00	1,249,868.75	181.25	1,249,687.50	-
BNP Paribas Finance Inc. CP	0.000%	10/02/13	11/22/13	22	0.130%	1,250,000.00	1,249,905.21	130.90	1,249,774.31	-
CD - PrivateBank & Trust(PFM Asset Management)	0.850%	04/20/12	04/21/14	172	0.850%	245,000.00	245,000.00	-	245,000.00	3,195.07
CD - Israel Discount Bank of NY (PFM Asset Management)	0.700%	04/20/12	04/21/14	172	0.700%	246,000.00	246,000.00	-	246,000.00	2,641.97
CD - Onewest Bank (PFM Asset Management)	0.750%	04/20/12	04/21/14	172	0.750%	246,000.00	246,000.00	-	246,000.00	2,830.68
CD - Orrstown Bank (PFM Asset Management)	0.700%	04/20/12	04/21/14	172	0.700%	246,000.00	246,000.00	-	246,000.00	2,641.97
CD - National Republic Bank (PFM Asset Management)	0.650%	04/24/12	04/24/14	175	0.650%	246,000.00	246,000.00	-	246,000.00	2,435.74
CD - Avenue Bank, TN (PFM Asset Management)	0.380%	04/30/13	04/30/14	181	0.380%	248,000.00	248,000.00	-	248,000.00	477.65
CD - Bank of China, NY (PFM Asset Management)	0.500%	04/30/13	04/30/14	181	0.500%	248,000.00	248,000.00	-	248,000.00	628.49
CD - Bank of the West (PFM Asset Management)	0.400%	04/30/13	04/30/14	181	0.400%	248,000.00	248,000.00	-	248,000.00	502.79
					0.258%	\$ 10,229,732.23	\$ 10,229,158.98	\$ 804.21	\$ 10,228,354.77	\$ 15,354.36
Weighted Avg Maturity			36							

DU PAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
October 31, 2013

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		APPROX. MARKET YIELD	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 10/31/13
Sales Tax Funds (01-1230 & 01-1230.01)										
IIIT - Money Market (PFM Asset Management)	0.030%	10/31/13	11/01/13	1	0.030%	2,033,389.57	2,033,389.57	-	2,033,389.57	-
US Treasury Notes (PFM Asset Management)	1.875%	04/30/12	02/28/14	120	0.270%	400,000.00	402,101.36	(9,601.76)	411,703.12	1,284.53
US Treasury Notes (PFM Asset Management)	1.000%	04/30/12	05/15/14	196	0.290%	750,000.00	752,863.41	(7,976.43)	760,839.84	3,464.67
US Treasury Notes (PFM Asset Management)	2.375%	03/21/13	10/31/14	365	0.230%	375,000.00	383,015.08	(4,919.49)	387,934.57	24.60
US Treasury Notes (PFM Asset Management)	2.500%	09/05/13	03/13/15	498	0.390%	475,000.00	489,112.21	(1,529.39)	490,641.60	1,043.96
US Treasury Notes (PFM Asset Management)	1.750%	09/06/12	07/31/15	638	0.290%	300,000.00	307,618.26	(5,026.27)	312,644.53	1,326.77
US Treasury Notes (PFM Asset Management)	1.375%	11/29/12	11/30/15	760	0.350%	225,000.00	229,774.56	(2,072.12)	231,846.68	1,301.74
US Treasury Notes (PFM Asset Management)	2.000%	01/30/13	01/31/16	822	0.440%	35,000.00	36,221.04	(400.44)	36,621.48	176.90
US Treasury Notes (PFM Asset Management)	2.000%	03/28/13	04/30/16	912	0.380%	100,000.00	104,025.01	(951.55)	104,976.56	5.52
US Treasury Notes (PFM Asset Management)	3.250%	05/10/13	06/30/16	973	0.410%	150,000.00	161,287.70	(1,954.49)	163,242.19	1,642.66
US Treasury Notes (PFM Asset Management)	3.250%	05/22/13	06/30/16	973	0.440%	150,000.00	160,792.52	(1,687.95)	162,480.47	1,642.66
US Treasury Notes (PFM Asset Management)	3.250%	05/24/13	06/30/16	973	0.530%	200,000.00	214,842.35	(2,431.09)	217,273.44	2,190.22
US Treasury Notes (PFM Asset Management)	0.875%	10/31/13	11/30/16	1,126	0.620%	350,000.00	352,707.03	-	352,707.03	1,288.59
Regional Trans Auth, IL Rev Bonds (PFM Management)	1.064%	06/26/12	06/01/14	213	1.060%	165,000.00	165,000.00	-	165,000.00	731.50
MD ST Econ Dev Corp Rev Bonds (PFM)	0.750%	10/31/12	06/01/15	578	0.730%	170,000.00	170,052.13	(32.87)	170,085.00	531.25
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	06/15/15	592	0.850%	200,000.00	213,326.83	(10,171.17)	223,498.00	3,777.78
OR ST GO Bonds (PFM)	0.497%	02/13/13	08/01/15	639	0.500%	100,000.00	100,000.00	-	100,000.00	124.25
CA ST Taxable GO Bonds	1.250%	10/22/13	11/01/16	1,097	1.090%	100,000.00	100,469.00	-	100,469.00	-
FHLMC Notes (PFM Asset Management)	0.625%	04/30/12	12/29/14	424	0.480%	750,000.00	751,276.34	(1,641.16)	752,917.50	1,588.54
Freddie Mac Global Notes (PFM Asset Management)	0.320%	04/30/13	04/29/15	545	0.320%	175,000.00	175,000.00	-	175,000.00	3.11
Fannie Mae Global Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	781	0.450%	175,000.00	174,717.78	125.53	174,592.25	236.98
Fannie Mae Global Notes (PFM Asset Management)	0.500%	02/14/13	03/30/16	881	0.540%	115,000.00	114,898.49	29.59	114,868.90	49.51
Fannie Mae Global Notes (PFM Asset Management)	0.500%	08/29/13	03/30/16	881	0.710%	150,000.00	149,252.62	52.12	149,200.50	64.58
FNMA Notes (PFM Asset Management)	1.250%	10/01/13	09/28/16	1,063	0.750%	70,000.00	71,007.22	(26.68)	71,033.90	80.21
FNMA Notes (PFM Asset Management)	1.250%	10/01/13	09/28/16	1,063	0.750%	105,000.00	106,534.98	(40.66)	106,575.64	120.31
Deutsche Bank Finl LLC CP	0.000%	09/05/13	12/27/13	57	0.240%	250,000.00	249,906.67	93.34	249,813.33	-
Toyota Motor Credit Corp CP	0.000%	08/01/13	02/27/14	119	0.240%	575,000.00	574,547.66	348.83	574,198.83	-
BNP Paribas Finance Inc. CP	0.000%	08/26/13	03/03/14	123	0.370%	450,000.00	449,435.75	300.62	449,135.13	-
					0.344%	\$ 9,093,389.57	\$ 9,193,175.57	\$ (49,513.49)	\$ 9,242,689.06	\$ 22,700.84
Weighted Avg Maturity				381						

DU PAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 October 31, 2013

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		APPROX. MARKET YIELD	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 10/31/13
Water Fund Operating Reserve (01-1218)										
IIIT - Money Market (PFM Asset Management)	0.030%	10/31/13	11/01/13	1	0.030%	60,663.27	60,663.27	-	60,663.27	-
US Treasury Notes (PFM Asset Management)	2.125%	11/16/12	11/30/14	395	0.260%	650,000.00	663,070.01	(8,537.29)	671,607.30	5,811.82
US Treasury Notes (PFM Asset Management)	0.250%	04/17/13	12/15/14	410	0.220%	1,300,000.00	1,300,479.56	(231.38)	1,300,710.94	1,234.29
US Treasury Notes (PFM Asset Management)	2.375%	04/24/12	02/28/15	485	0.410%	500,000.00	513,031.19	(8,062.81)	521,094.00	2,033.84
US Treasury Notes (PFM Asset Management)	2.375%	02/25/13	02/28/15	485	0.280%	600,000.00	616,669.12	(8,643.68)	625,312.80	2,440.61
US Treasury Notes (PFM Asset Management)	2.375%	11/16/12	02/28/15	485	0.280%	650,000.00	668,077.45	(9,344.75)	677,422.20	2,643.99
US Treasury Notes (PFM Asset Management)	1.875%	03/30/12	06/30/15	607	0.580%	225,000.00	229,830.08	(3,414.14)	233,244.22	1,421.54
US Treasury Notes (PFM Asset Management)	1.875%	03/30/12	06/30/15	607	0.580%	650,000.00	663,953.57	(9,863.08)	673,816.65	4,106.66
US Treasury Notes (PFM Asset Management)	1.750%	09/06/12	07/31/15	638	0.330%	425,000.00	435,503.44	(4,139.08)	439,642.52	1,879.59
US Treasury Notes (PFM Asset Management)	1.750%	06/27/12	07/31/15	638	0.460%	550,000.00	562,365.44	(6,583.71)	568,949.15	2,432.40
US Treasury Notes (PFM Asset Management)	1.250%	03/30/12	10/31/15	730	0.650%	200,000.00	202,358.17	(2,407.43)	204,765.60	6.91
US Treasury Notes (PFM Asset Management)	1.250%	03/30/12	10/31/15	730	0.650%	455,000.00	460,364.84	(5,476.90)	465,841.74	15.71
US Treasury Notes (PFM Asset Management)	1.375%	11/29/12	11/30/15	760	0.350%	250,000.00	255,305.06	(1,569.94)	256,875.00	1,446.38
US Treasury Notes (PFM Asset Management)	1.000%	08/29/13	08/31/16	1,035	0.820%	1,475,000.00	1,482,603.85	(462.56)	1,483,066.41	2,526.24
US Treasury Notes (PFM Asset Management)	1.000%	03/06/13	10/31/16	1,096	0.490%	1,500,000.00	1,522,736.07	(4,920.18)	1,527,656.25	41.44
US Treasury Notes (PFM Asset Management)	0.625%	03/12/13	05/31/17	1,308	0.720%	1,100,000.00	1,096,494.59	619.59	1,095,875.00	2,892.76
US Treasury Notes (PFM Asset Management)	0.500%	08/15/12	07/31/17	1,369	0.740%	100,000.00	99,535.08	167.90	99,367.18	54.95
US Treasury Notes (PFM Asset Management)	0.625%	10/31/12	09/30/17	1,430	0.750%	300,000.00	298,605.23	503.67	298,101.56	164.84
US Treasury Notes (PFM Asset Management)	0.750%	11/01/12	10/31/17	1,461	0.740%	100,000.00	100,047.16	203.36	99,843.80	2.07
US Treasury Notes (PFM Asset Management)	0.625%	11/05/12	10/31/17	1,461	0.740%	175,000.00	175,082.53	355.88	174,726.65	3.63
US Treasury Notes (PFM Asset Management)	0.750%	03/08/13	02/28/18	1,581	0.850%	1,500,000.00	1,493,665.83	931.45	1,492,734.38	1,926.80
US Treasury Notes (PFM Asset Management)	0.625%	05/10/13	04/30/18	1,642	0.810%	625,000.00	619,832.13	520.61	619,311.52	10.79
Regional Trans Auth, IL Rev Bonds (PFM Management)	1.064%	06/26/12	06/01/14	213	1.060%	100,000.00	100,000.00	(457.00)	100,457.00	443.33
Regional Trans Auth, IL Rev Bonds (PFM Management)	1.064%	06/26/12	06/01/14	213	1.060%	185,000.00	185,000.00	(845.45)	185,845.45	820.17
Regional Trans Auth, IL Rev Bonds (PFM Management)	1.064%	06/26/12	06/01/14	213	1.060%	200,000.00	200,000.00	(914.00)	200,914.00	886.67
MD ST Econ Dev Corp Rev Bonds (PFM)	0.750%	10/31/12	06/01/15	578	0.730%	120,000.00	120,036.79	(17.21)	120,054.00	375.00
MD ST Econ Dev Corp Rev Bonds (PFM)	0.750%	10/31/12	06/01/15	578	0.730%	270,000.00	270,082.79	(38.71)	270,121.50	843.75
MD ST Econ Dev Corp Rev Bonds (PFM)	0.750%	10/31/12	06/01/15	578	0.730%	300,000.00	300,091.99	(43.01)	300,135.00	937.50
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	06/15/15	592	0.850%	200,000.00	213,326.83	(6,621.17)	219,948.00	3,777.78
OR ST GO Bonds (PFM)	0.497%	02/13/13	08/01/15	639	0.500%	135,000.00	135,000.00	41.85	134,958.15	167.74
CA ST GO Bonds (PFM)	1.050%	03/27/13	02/01/16	823	0.930%	275,000.00	275,736.61	(192.89)	275,929.50	721.88
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	06/15/16	958	1.050%	100,000.00	110,179.99	(3,658.01)	113,838.00	1,888.89
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	06/15/16	958	1.050%	300,000.00	330,539.97	(10,974.03)	341,514.00	5,666.67
IN ST Bond Bank Txbi Rev Bonds (PFM Asset Management)	1.022%	06/05/13	07/15/16	988	1.020%	275,000.00	275,000.00	-	275,000.00	827.54
NYC NY G.O. Muni Bond (PFM Asset Management)	5.000%	05/25/12	08/01/16	1,005	1.010%	125,000.00	138,488.85	(4,514.90)	143,003.75	1,562.50
NYC NY G.O. Muni Bond (PFM Asset Management)	5.000%	05/25/12	08/01/16	1,005	1.010%	300,000.00	332,373.24	(10,835.76)	343,209.00	3,750.00
MI St Fin Auth Rev Bonds (PFM Management)	5.000%	06/27/12	01/01/17	1,158	1.130%	125,000.00	140,004.03	(5,310.97)	145,315.00	2,083.33
MI St Fin Auth Rev Bonds (PFM Management)	5.000%	06/27/12	01/01/17	1,158	1.130%	300,000.00	336,009.67	(12,746.33)	348,756.00	5,000.00
CA ST Taxable GO Bonds	1.750%	10/22/13	11/01/17	1,462	1.660%	700,000.00	702,499.00	-	702,499.00	-

DU PAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
October 31, 2013

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		APPROX. MARKET YIELD	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 10/31/13
Water Fund Operating Reserve (01-1218) Continued...										
Freddie Mac Global Notes (PFM Asset Management)	0.750%	05/31/12	11/25/14	390	0.500%	400,000.00	401,050.02	(2,308.78)	403,358.80	1,300.00
Fannie Mae Global Notes (PFM Asset Management)	0.750%	03/30/12	12/19/14	414	0.570%	425,000.00	425,886.13	(2,523.22)	428,409.35	1,168.75
Fannie Mae Global Notes (PFM Asset Management)	0.750%	03/30/12	12/19/14	414	0.570%	1,000,000.00	1,002,085.01	(5,936.99)	1,008,022.00	2,750.00
FHLMC Notes (PFM Asset Management)	0.625%	04/23/12	12/29/14	424	0.480%	675,000.00	676,099.47	(2,924.20)	679,023.67	1,429.69
Fannie Mae Global Notes (PFM Asset Management)	0.375%	03/30/12	03/16/15	501	0.600%	425,000.00	423,675.58	(1,719.24)	425,394.82	199.22
Fannie Mae Global Notes (PFM Asset Management)	0.375%	03/30/12	03/16/15	501	0.600%	1,000,000.00	996,883.72	(4,045.28)	1,000,929.00	468.75
Freddie Mac Global Notes (PFM Asset Management)	0.320%	04/30/13	04/29/15	545	0.320%	775,000.00	775,000.00	-	775,000.00	13.78
Fannie Mae Global Notes (PFM Asset Management)	0.500%	04/23/12	05/27/15	573	0.550%	750,000.00	749,414.39	(2,757.61)	752,172.00	1,604.17
Freddie Mac Global Notes (PFM Asset Management)	0.500%	07/30/12	08/28/15	666	0.470%	630,000.00	630,352.05	(1,036.47)	631,388.52	551.25
Fannie Mae Global Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	781	0.450%	165,000.00	164,733.91	185.85	164,548.06	223.44
Fannie Mae Global Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	781	0.450%	275,000.00	274,556.52	309.75	274,246.77	372.40
Fannie Mae Global Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	781	0.450%	300,000.00	299,516.20	337.90	299,178.30	406.25
FNMA Notes (PFM Asset Management)	0.375%	11/16/12	12/21/15	781	0.430%	650,000.00	649,289.22	1,069.57	648,219.65	880.21
Fannie Mae Global Notes (PFM Asset Management)	0.500%	02/14/13	03/30/16	881	0.540%	270,000.00	269,761.67	47.87	269,713.80	116.25
Fannie Mae Global Notes (PFM Asset Management)	0.500%	02/14/13	03/30/16	881	0.540%	540,000.00	539,523.34	95.74	539,427.60	232.50
Freddie Mac Global Notes (PFM Asset Management)	0.500%	03/07/13	05/13/16	925	0.500%	960,000.00	959,953.54	11.14	959,942.40	2,240.00
FHLMC Notes (PFM Asset Management)	2.500%	03/30/12	05/27/16	939	0.960%	200,000.00	207,796.24	(4,682.16)	212,478.40	2,138.89
FHLMC Notes (PFM Asset Management)	2.500%	03/30/12	05/27/16	939	0.960%	500,000.00	519,490.59	(11,705.41)	531,196.00	5,347.22
FNMA Notes (PFM Asset Management)	1.250%	03/30/12	09/28/16	1,063	1.060%	200,000.00	201,057.06	(3,349.14)	204,406.20	229.17
FNMA Notes (PFM Asset Management)	1.250%	03/30/12	09/28/16	1,063	1.060%	500,000.00	502,642.64	(8,372.86)	511,015.50	572.92
FHLMC Notes (PFM Asset Management)	0.875%	10/01/13	10/14/16	1,079	0.770%	1,000,000.00	1,002,962.57	(77.43)	1,003,040.00	413.19
Freddie Mac Global Notes (PFM Asset Management)	1.000%	10/31/13	06/29/17	1,337	0.960%	800,000.00	801,120.00	-	801,120.00	2,711.11
Freddie Mac Global Notes (PFM Asset Management)	1.000%	07/31/12	07/28/17	1,366	0.860%	125,000.00	125,630.17	(112.08)	125,742.25	322.92
Freddie Mac Global Notes (PFM Asset Management)	1.000%	07/31/12	07/28/17	1,366	0.860%	300,000.00	301,512.41	(268.99)	301,781.40	775.00
Freddie Mac Global Notes (PFM Asset Management)	0.875%	09/06/12	08/28/17	1,397	0.820%	200,000.00	200,383.84	461.84	199,922.00	306.25
Freddie Mac Global Notes (PFM Asset Management)	0.875%	09/06/12	08/28/17	1,397	0.820%	475,000.00	475,911.61	1,096.86	474,814.75	727.34
Freddie Mac Global Notes (PFM Asset Management)	0.875%	03/27/13	03/07/18	1,588	0.930%	450,000.00	448,952.42	140.42	448,812.00	590.63
Freddie Mac Global Notes (PFM Asset Management)	0.875%	03/12/13	03/07/18	1,588	1.020%	1,100,000.00	1,093,011.03	997.03	1,092,014.00	1,443.75
Fannie Mae Global Notes (PFM Asset Management)	0.875%	05/24/13	05/21/18	1,663	0.540%	500,000.00	493,043.73	618.73	492,425.00	1,944.44
Fannie Mae Global Notes (PFM Asset Management)	0.875%	05/22/13	05/21/18	1,663	0.540%	1,000,000.00	992,271.15	721.15	991,550.00	3,888.89
					0.667%	\$ 33,990,663.27	\$ 34,288,209.66	\$ (173,208.07)	\$ 34,461,417.73	\$ 98,218.39
		Weighted Avg Maturity	933							



DUPAGE WATER COMMISSION  
ELMHURST, ILLINOIS  
TREASURER'S REPORT  
STATEMENT OF CASH FLOWS  
For the Period from April 30, 2013 to October 31, 2013

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CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 53,404,685
Cash payments to suppliers	(47,919,643)
Cash payments to employees	<u>(1,414,025)</u>
Net cash from operating activities	4,071,017

CASH FLOWS FROM NONCAPITAL

FINANCING ACTIVITIES

Cash received from sales taxes	16,965,890
Cash Received from water quality loans	<u>49,045</u>
Net cash from noncapital financing activities	17,014,935

CASH FLOWS FROM CAPITAL AND  
RELATED FINANCING ACTIVITIES

Interest paid	(414,166)
Principal Paid	(17,402,790)
Construction and purchase of capital assets	<u>(25,626)</u>
Net cash from capital and related financing activities	(17,842,582)

CASH FLOWS FROM INVESTING ACTIVITIES

Interest on investments	<u>302,988</u>
Net cash from investing activities	302,988

Net Increase (Decrease) in cash and investments 3,546,358

CASH AND INVESTMENTS, APRIL 30 64,964,017

CASH AND INVESTMENTS, OCTOBER 31 \$ 68,510,375

October 31, 2013  
 TREASURER'S REPORT  
 DPWC MONTHLY CASH/OPERATING REPORT

	10/31/2013		
	TARGETED Reserve/Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
<b>TABLE 1</b>			
<b>RESERVE ANALYSIS</b>			
A. Operating Reserve	\$ 34,111,389	\$ 34,285,231	\$ 173,842
B. Long Term Water Capital Reserve	\$ 2,575,000	\$ 2,593,742	\$ 18,742
C. Principal Account	\$ 1,163,750	\$ 1,164,250	\$ 500
D. Interest Account	\$ 26,976	\$ 27,342	\$ 367
E. O+M Account	\$ 7,364,614	\$ 11,040,187	\$ 3,675,572
F. Current Construction Obligation and Customer Construction Escrows	\$ 99,821	\$ 99,821	\$ -
<b>TOTAL SUMMARY CASH + RESERVE ANALYSIS</b>	<b>\$ 45,341,550</b>	<b>\$ 49,210,572</b>	<b>\$ 3,869,022</b>

<b>TABLE 2</b>	
<b>OTHER CASH</b>	
G. General Fund	\$ 10,229,159
H. Sales Tax	\$ 9,070,644
<b>TOTAL TABLE 2-OTHER CASH</b>	<b>\$ 19,299,803</b>
<b>TOTAL MONTH END FUNDS CASH BALANCE-Table1+2</b>	<b>\$ 68,510,375</b>

Outstanding Balance 10/31/13
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<b>TABLE 3--DEBT</b>	
H. REVENUE BOND FINAL PAYMENT MAY-2016	\$ 33,031,300
I. NORTHERN TRUST BANK-NEXT PAYMENT OF \$20M DUE MAY-2016	\$ 20,000,000

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

DATE: November 6, 2013

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Finance Committee	<b>ORIGINATING DEPARTMENT</b> Finance
<b>ITEM</b> A Resolution Authorizing and Directing the Use of General Account Balances for the Payment of Debt Service on the Northern Trust Certificate of Debt  Resolution No. R-30-13	<b>APPROVAL</b>  CAP  JN
Account Nos.: 01-1217  Resolution No. R-30-13 would authorize the use of up to \$7 MM of the October 31, 2013, balance in the "general" account of the Water Fund, for payment (including prepayment) of debt service on the Northern Trust Certificate of Debt.	
<b>MOTION:</b> To adopt Resolution No. R-30-13.	

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-30-13

**A RESOLUTION AUTHORIZING AND DIRECTING THE USE OF  
GENERAL ACCOUNT BALANCES FOR THE PAYMENT OF DEBT SERVICE ON THE  
NORTHERN TRUST AND/OR WEST SUBURBAN CERTIFICATES OF DEBT**

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

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

WHEREAS, the Commission desires to utilize up to \$7,000,000.00 of the balance in the General Account as of October 31, 2013, for the payment (including prepayment) of debt service on the Certificate of Debt issued pursuant to Ordinance No. O-3-13: "AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Further Amending the \$40,000,000 Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser [The Northern Trust Company]";

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

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

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to apply up to \$7,000,000.00 of the balance in

Resolution No. R-30-13

the General Account as of October 31, 2013, for the payment (including prepayment) of debt service on the Northern Trust Certificates of Debt notwithstanding any designation, restriction, or reservation contained in Resolution No. R-3-13, being "A Resolution Authorizing and Implementing a Reserve Fund Policy for the DuPage Water Commission."

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk



**NUGENT CONSULTING GROUP**  
INSURANCE AND RISK MANAGEMENT CONSULTING

November 8, 2013

Ms. Cheryl Peterson  
Du Page Water Commission  
600 East Butterfield Road  
Elmhurst, IL 60126-4642

Re: Workers Compensation

Dear Cheryl:

Attached is Gallagher's workers compensation renewal proposal with coverage proposed from the Illinois Public Risk Fund (IPRF). The premium will increase slightly from \$80,210 to \$80,986. The IPRF will continue to provide grant funds to be used towards safety programs.

I recommend acceptance of the IPRF workers compensation renewal proposal. There are no other viable workers compensation programs for water utilities in Illinois.

Please contact me with any questions.

Sincerely,

*Mike Nugent*  
Michael D. Nugent

# DuPage Water Commission

## Premiums/Fees Comparison: Expiring to Recommended Carriers

### IPRF

January 1, 2014 through January 1, 2015

Class Code	Classification	Estimated Payroll	Rate Per \$100 Payroll	Premium
7520	Waterworks	\$2,029,065	3.825	\$77,612
8810	Clerical Employees	\$663,550	0.153	\$1,015
Subtotal				\$78,627
Add: 3% of Standard Premium (IPRF Administrative Fee)				2,359
<b>Total Estimated Annual Premium</b>				<b>\$80,986</b>

### IPRF

January 1, 2013 through January 1, 2014

Class Code	Classification	Estimated Payroll	Rate Per \$100 Payroll	Premium
7520	Waterworks	\$2,031,507	3.783	\$76,852
8810	Clerical Employees	\$695,000	0.147	\$1,022
Subtotal				\$77,874
Add: 3% of Standard Premium (IPRF Administrative Fee)				2,336
<b>Total Estimated Annual Premium</b>				<b>\$80,210</b>

DATE: November 14, 2013

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Administration Committee	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	A Resolution Releasing Certain Executive Session Meeting Minutes at the November 21, 2013, DuPage Water Commission Meeting  Resolution No. R-29-13	<b>APPROVAL</b>	
<p>Pursuant to the Illinois Open Meetings Act, the Board is required to periodically review its closed meeting minutes to determine if they are eligible for release to the public.</p> <p><b>Schedule A</b> Staff recommends that the minutes of the closed meetings of September 6, 2012 Special Finance Committee, September 20, 2012, October 18, 2012 Special Committee of the Whole, and October 18, 2012, be released to the public because, in staff's view, they no longer contain information requiring confidential treatment (<b>see copies attached to Schedule A Memorandum in the Confidential/Executive Session envelope</b>).</p> <p><b>Schedule B</b> It is also staff's recommendation that the minutes of all of the other closed meetings of the Board that have not been previously released to public should not be released to the public because they continue to contain information requiring confidential treatment (<b>see copies attached to Schedule B Memorandum in the Confidential/Executive Session envelope</b>).</p>			
<b>MOTION:</b> To adopt Resolution No. R-29-13: A Resolution Releasing Certain Executive Session Meeting Minutes at the November 21, 2013, DuPage Water Commission Meeting			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-29-13

**A RESOLUTION RELEASING CERTAIN  
EXECUTIVE SESSION MEETING MINUTES AT THE  
NOVEMBER 21, 2013, DUPAGE WATER COMMISSION MEETING**

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

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

WHEREAS, on November 21, 2013, the Board of Commissioners of the DuPage Water Commission met to review the minutes of all such closed sessions that have not heretofore been made available for public inspection as required by Section 2.06(d) of the Act; and

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

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

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

Resolution No. R-29-13

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

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

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

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Resolution No. R-29-13

**SCHEDULE A**

September 6, 2012  
Special Finance Committee

September 20, 2012

October 18, 2012  
Special Committee of the Whole

October 18, 2012

Resolution No. R-29-13

**SCHEDULE B**

April 15, 2010

May 13, 2010

June 10, 2010  
First Session

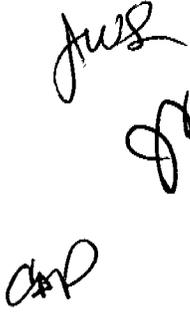
July 14, 2010  
Special Meeting

August 12, 2010

December 20, 2012

DATE: November 12, 2013

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities				
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Work Authorization Order(s) Under Quick Response Contract QRE-6/12 at the November 21, 2013 DuPage Water Commission Meeting  Resolution No. R-28-13	<b>APPROVAL</b> 					
Account Number: 01-60-6633							
<p>The Commission entered into certain agreements dated June 21, 2012, with McWilliams Electric Company, Inc and Divane Bros. Electric Co. for quick response electrical work as needed through the issuance of Work Authorization Order(s). Resolution No. R-28-13 would approve the following Work Authorization Order(s) under the Quick Response Electrical Contracts:</p> <p><b>Work Authorization Order No. 006:</b> This work authorization is to McWilliams Electric Co., Inc. for replacing and repairing electrical service entrances at two (2) meter station facilities because the underground service entrances are settling and heaving, causing the service conductors and conduits to shift and move, putting stress on the meter socket enclosure and inner structure of the meter socket causing damage. Additional two (2) meter stations need to have the buildings ground system ground rod replaced.</p> <p>At two of the above mentioned meter stations the contractor is also upgrading the breaker panel wiring to current NEC and local electrical codes.</p> <p>Proposals were received from both QRE-6/12 contractors and the result is listed below.</p> <table><tr><td>McWilliams Electric Co.</td><td>\$10,050.00</td></tr><tr><td>Divane Bros. Electric Co.</td><td>\$22,800.00</td></tr></table> <p>The total cost for this work is not known but is estimated to not exceed \$11,000.00.</p>				McWilliams Electric Co.	\$10,050.00	Divane Bros. Electric Co.	\$22,800.00
McWilliams Electric Co.	\$10,050.00						
Divane Bros. Electric Co.	\$22,800.00						
<b>MOTION:</b> To adopt Resolution No. R-28-13.							

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-28-13

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-6/12  
AT THE NOVEMBER 21, 2012, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 21, 2012, with Divane Bros. Electric Co. and with McWilliams Electric Co. Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-6/12"); and

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

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

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

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

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

Resolution No. R-28-13

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

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

# WORK AUTHORIZATION ORDER

SHEET 1 OF 2

## CONTRACT QRE-6/12: QUICK RESPONSE ELECTRICAL CONTRACT

### **PROJECT: QRE-6.006**

#### **LOCATION:**

Meter Station 8A, Park Ave & Summit, Downers Grove - ComEd Account # 6936271006

Meter Station 21A, Off of President near Heather, Wheaton – ComEd Account # 8595502004

Meter Station 8C, 1200 75<sup>th</sup> Street, Downers Grove – ComEd Account # 8750166000

Meter Station 7B/8F, 2101 75<sup>th</sup> Street, Darien – ComEd Account # 7658105006

#### **CONTRACTOR:**

McWilliams Electric Co., Inc.

#### **DESCRIPTION OF WORK:**

Meter Station 8A: Install new ground rod 10' south from south-west corner of building and connect to exposed station ground cables using cadwell type of connections. Remove existing SPD and install new SPD to new 2-pole breaker. Add conduit and J-box to protect ground cable to RTU and antenna.

Meter Station 21A: Install new ground rod 10' north from north-east corner of building and connect to exposed station ground cables using cadwell type of connections. Remove existing SPD and install new SPD to new 2-pole breaker. Make any necessary corrections to breaker panels and grounding system to mitigate any violations of the NEC and local electrical codes. Add conduit and J-box to protect ground cable to RTU and antenna.

Meter Station 8C: Disconnect old meter socket and cut down existing service feed conduit. Install new meter socket, if required, and pedestal raceway. Install ground rod and cable to meter socket enclosure, if required. Perform a megger test of the incoming service conductors, replace if testing indicates problems otherwise splice additional cable length, if needed, to existing service conductors in the pedestal raceway to create slack for future settling. Connect and test for proper voltage to breaker panels. Restore any disturbed landscaping to its existing condition. Remove existing SPD and install new SPD to new 2-pole breaker. Make any necessary corrections to breaker panels and grounding system to mitigate any violations of the NEC and local electrical codes. Add conduit and J-box to protect ground cable to RTU and antenna.

Meter Station 7B/8F: Repair service entrance and add ground bushings to meter socket. Remove existing SPD and install new SPD to new 2-pole breaker.

**REASON FOR WORK:**

Meter Station grounding cables found not connected. Electrical service entrances are settling and heaving, causing the service conductors and conduits to shift and move, putting stress on the meter socket enclosure and inner structure of the meter socket causing damage. Original construction does not adhere to current NEC and local electrical codes.

**MINIMUM RESPONSE TIME:**

3 weeks from approval

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

Copper Ground Rods - 3/4" x 10'

**THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER**

IS  IS NOT PRIORITY EMERGENCY WORK

**SUBMITTALS REQUESTED:**

Data sheet for SPD

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

None

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

As-built drawings of these types of meter stations showing ground rod placement, if requested.

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
Signature of Authorized Representative

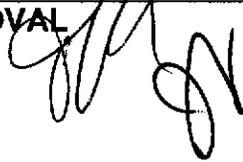
DATE: \_\_\_\_\_

**CONTRACTOR RECEIPT ACKNOWLEDGED:**

By: \_\_\_\_\_  
Signature of Authorized Representative

DATE: \_\_\_\_\_

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b> Operations
<b>ITEM</b> A Resolution Approving and Authorizing the Execution of a New Electrical Supply Agreement  Resolution No. R-31-13	<b>APPROVAL</b> 
<p>Account Number: 01-60-6612.01</p> <p>The Commission's current electric power supply agreement expires April 03, 2014. After several years of obtaining the Commission's power supply from Exelon/Constellation, staff solicited new proposals from a broad group of market suppliers. After a detailed evaluation of the six comprehensive responses received from Constellation, Ameren, Integrys, Nobles, Midwest-Direct Energy, and World Energy. SPI Energy Group (SPI), the Commission's Illinois electric market consultant, determined that the most favorable pricing would be obtained by entering in to a two year Electrical Supply Agreement with Integrys Energy Supply Services. This agreement will include a total electrical cost of 4.22 cents per kWh and terminate on April 3, 2016. Over the term of this agreement the Commission can expect to see a minimum saving of \$166,000 from the prior agreement.</p> <p>Resolution No. R-31-13 would approve the form of the new electrical supply agreement to be entered into between the Commission and Integrys Energy Supply Services and would also authorize the General Manager to execute the agreement with Integrys Energy Supply Services.</p>	
<p><b>MOTION:</b> To approve Resolution No. R-31-13.</p>	

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-31-13

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

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

WHEREAS, the Commission's current electric power supply agreement expires on April 3, 2014; and

WHEREAS, the Commission solicited new proposals from a broad group of market suppliers and, based upon the recommendations of the Commission's Illinois electric market consultant, SPI Energy Group (SPI), the Commission has determined that most favorable pricing would be obtained by entering in to a two year Electrical Supply Agreement with Integrys Energy Supply Services;

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

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

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized to enter into a new electrical supply agreement with Integrys Energy Supply Services.

Resolution No. R-31-13

SECTION THREE: The form of the new electrical supply agreement between the Commission and Integrys Energy Supply Services shall be in the form of the energy supplier's standard form of agreement attached hereto and by this reference incorporated herein and made a part hereof as Group Exhibit A; provided, the energy price component of the total electric cost shall not exceed 4.22 cents per kWh and the length of service shall not exceed 24 months.

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

GROUP EXHIBIT A



## POWER SALE AGREEMENT

This Power Sale Agreement ("Agreement"), dated as of 11/7/2013 (the "Effective Date"), is made by and between **IntegrYS Energy Services, Inc.** ("Seller") and **DuPage Water Commission** ("Buyer"). Seller and Buyer are hereinafter sometimes referred to individually as "Party" and collectively as "Parties". Capitalized terms used herein will have the meanings ascribed to them herein or in any Rider or Confirmation.

<b>Section I: Price, Quantity, Delivery Point, Accounts, Service Level, and Delivery Period</b>	Seller agrees to sell and schedule for delivery, and Buyer agrees to purchase and receive electricity and, as applicable, capacity, ancillary services, and other components (collectively "Energy") at the Delivery Point, in a Quantity, at a Price, for the Accounts and Delivery Period as provided on any effective Confirmation. A Confirmation shall be "effective" for purposes of this Agreement when it has been fully executed by the Parties. Energy shall be provided on a Firm basis. "Firm" means that either Party shall be relieved of its obligations to sell and schedule or purchase and receive without liability only to the extent prevented by Force Majeure (as defined in Section VIII hereof). If no effective Confirmation is in effect, there shall be no obligation to sell and schedule or purchase and receive Energy under this Agreement.
<b>Section II: Term</b>	This Agreement shall commence as of the Effective Date and remain in effect, subject to termination rights provided for herein, until terminated by either Party in a manner that is not inconsistent with an effective Confirmation. Notwithstanding the Effective Date of this Agreement, the obligations to sell and schedule and purchase and receive Energy shall be in accordance with the Delivery Period designated on any effective Confirmation. Notwithstanding anything to the contrary, termination of this Agreement by a Party will in no way affect (a) the obligations of the Parties with respect to effective Confirmations already entered into, which shall survive according to their terms along with all provisions of this Agreement (as they may apply) unless such Confirmations have been terminated pursuant to this Agreement, and (b) shall not relieve the other Party from an obligation under this Agreement to pay money due that was incurred prior to termination (including without limitation Early Termination Damages).
<b>Section III: Changes in Tariff or Law</b>	Seller's charges include tariff charges that are set forth by the applicable utility, transmission provider, Regional Transmission Organization ("RTO") or Independent System Operator ("ISO") (e.g. Midcontinent ISO, New York ISO, PJM Interconnection, or ISO New England, or any successors to such entities having jurisdiction), the Federal Energy Regulatory Commission ("FERC"), and/or any other state or governmental agency having jurisdiction (each an "Authorized Entity"). Seller may pass through to Buyer, without markup, (i) any increase or decrease in such tariff charges or (ii) other increase or decrease in Seller's cost to provide Energy that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable. Any such addition to or increase in costs shall be Buyer's obligation.
<b>Section IV: Billing and Payment</b>	<p><b>A. Utility Single Bill Billing</b> If an effective Confirmation indicates that 'Utility Single Bill Billing' will apply, Buyer will be invoiced for Seller's charges and the Utility's delivery charges by the utility(ies) on the invoice(s) Buyer receives from its utility(ies), and such billing and payment shall be subject to the applicable utility rules regarding billing and payment procedures. Notwithstanding the election of 'Utility Single Bill Billing' on any effective Confirmation, any of Seller's charges or credits not invoiced through the utility shall be invoiced or credited, respectively, directly by Seller, in accordance with Section IV(B).</p> <p><b>B. Seller Billing</b> If an effective Confirmation indicates that 'Seller Billing' will apply, Buyer will be invoiced by Seller for Seller's charges payable by Buyer through the last day of the billing cycle, and Buyer will be invoiced for the Utility's delivery charges by its applicable utility(ies). Seller's invoice may be sent to the address (or facsimile number or e-mail address, as applicable) listed on an effective Regional Rider, Confirmation or otherwise. Seller may invoice Buyer based upon the estimated quantity delivered, which will be adjusted to the actual quantity on a subsequent invoice. Buyer shall make payments according to invoice instructions and shall pay invoices over \$50,000 by wire transfer or ACH. Buyer shall remit the amount due on or before 10 calendar days after the invoice date ("Due Date"). Payments not received by the Due Date are deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month ("Interest Rate"), provided that such rate does not exceed the maximum rate allowed by law, compounded daily from the Due Date until the same is paid. If Buyer, in good faith, disputes the amount of any invoice, Buyer shall pay such amount as it concedes to be correct by the Due Date and, along with its payment, provide Seller with documentation to support the amount disputed. Upon determination of the correct amount, any amount</p>

owed shall be paid within 15 calendar days of resolution of the dispute with interest at the Interest Rate. All invoices and billings are conclusively presumed final and accurate unless such invoices or billings are objected to by either Party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Seller may rebill based on post-period audits or adjustments made by the Authorized Entity. Any and all adjustments under this Section IV(B) shall be paid in full by the owing Party within 30 calendar days after the invoice date for such charges. In the event the owing Party fails to make payment in accordance with this Section IV(B), the owing Party shall also be responsible for all reasonable costs of collection, including attorneys' fees.

**C. Seller Single Bill Billing**

If an effective Confirmation indicates that 'Seller Single Bill Billing' will apply, then Buyer will be invoiced for Seller's charges and the Utility's delivery charges by Seller on the invoice(s) Buyer receives from Seller, and such billing and payment shall be subject to Section IV(B) above.

**D. Taxes**

Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. If Seller does not receive a signed certificate(s) of exemption, Seller is required by law to levy sales tax on its invoices to Buyer, and remit the money to the appropriate authority.

**Section V: Adequate Assurance**

Buyer (i) agrees to provide Seller with required information, including pertinent financial information and other information required for Seller to assess Buyer's financial position, and (ii) authorizes the applicable utility, credit reporting agencies, trade references, and other relevant parties to release data to Seller relating to Buyer's billing, usage, and credit data with such authorization enduring for the term of this Agreement. If Seller concludes in its sole discretion that reasonable grounds for insecurity of Buyer's payment exist, Buyer will provide Adequate Assurance within 3 business days of Seller's request. "Adequate Assurance" means sufficient security in a form, amount, from an issuer, and for a term, all as acceptable to Seller.

**Section VI: Default, Remedies and Setoff**

**A. Events of Default**

"Event of Default" means (i) Buyer fails to provide Adequate Assurance to Seller pursuant to Section V; (ii) Buyer fails to pay amounts, not otherwise disputed in good faith, by Due Date; (iii) either Party makes an assignment or any general arrangement for the benefit of creditors; (iv) either Party defaults in any payment obligation to the other Party; (v) either Party defaults in any material payment obligation to any of its creditors; (vi) either Party files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or causes under any bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against it; (vii) either Party otherwise becomes bankrupt or insolvent (however evidenced); (viii) either Party is unable to pay its debts as they fall due; (ix) either Party terminates this Agreement and/or any effective Confirmation (or service to certain Accounts under a Confirmation) during the Delivery Period of an effective Confirmation for any reason except for a termination resulting from an Event of Default committed by the other Party; (x) Seller fails to sell and schedule for delivery, or Buyer fails to purchase and receive Energy in accordance with any effective Confirmation, and such failure is not otherwise excused due to Force Majeure or the other Party's nonperformance; (xi) any representation or warranty made by a Party herein is false or misleading in any material respect on the Effective Date or at any time during the term of this Agreement; or (xii) either Party fails to perform any material covenant or obligation set forth in this Agreement or any effective Confirmation (except to the extent such failure is excused or constitutes a separate Event of Default).

**B. Remedy**

With respect to any Delivery Period set forth on an effective Confirmation, if either Party commits an Event of Default (the "Defaulting Party"), then the Party not committing the Event of Default ("Non-Defaulting Party") shall have the right to suspend service and/or terminate this Agreement and the applicable Confirmation (or all Confirmations if more than one) and the Defaulting Party shall pay and the Non-Defaulting Party shall be entitled to, as its exclusive remedy, early termination damages arising out of the Event of Default as reasonably calculated by Seller ("Early Termination Damages"). If Seller commits an Event of Default and the price for replacement Energy, including any associated costs reasonably incurred by Buyer in obtaining replacement Energy, is higher than the amount the Buyer would have paid under the applicable Confirmation (including energy, capacity, and other components), then Seller shall pay Buyer Early Termination Damages in the amount of such positive difference multiplied by the remaining quantity for which a fixed price, or fixed price component, was established. If Buyer commits an Event of Default and the price for the re-sale of energy, capacity and other components at which Seller re-sells or could re-sell, less any associated costs reasonably incurred by Seller, is less than the amount that would have been paid under the applicable Confirmation, then Buyer shall pay Seller Early Termination Damages in the amount of such positive difference multiplied by the remaining quantity for which a fixed price, or fixed price component, was established. Unless a fixed quantity appears on the applicable Confirmation, for the purposes of determining the "remaining quantity" in calculating Early Termination Damages, Seller's forecasted quantity for the remaining

portion of the Delivery Period(s) shall be used, with such forecasted quantity being derived by Seller from the Account(s)' historical usage as of the date of the Confirmation). In determining the price at which Seller could re-sell the power, Seller may consider quotations for replacement transactions supplied by one or more third parties and relevant market data supplied by one or more third parties or internal sources, provided that information from internal sources must be of the same type used by Seller in the regular course of its business for the valuation of similar transactions. Seller shall act in good faith and in a commercially reasonable manner when determining the price at which power could have been resold.

**The Parties expressly acknowledge that upon an Event of Default, damages would be difficult to ascertain and quantify and agree that this provision for calculating damages is reasonable in light of the anticipated or actual harm and is not a penalty.**

Notwithstanding the election of 'Utility Single Bill Billing' on any effective Confirmation, Seller may invoice Buyer directly for Early Termination Damages owed by Buyer. Payment for Early Termination Damages shall be due within 5 days of the invoice date for said Damages. In the event the owing Party fails to pay Early Termination Damages in accordance with the previous sentence, the owing Party shall be responsible for interest at the Interest Rate (compounded daily from the date such Early Termination Damages are due until the same are paid) and all reasonable costs of collection, including attorneys' fees.

**C. Setoff**

Without limiting its rights under this Agreement, a Non-Defaulting Party may setoff any and all amounts that the Defaulting Party owes to it (whether under this Agreement, any effective Confirmation or otherwise and whether or not then due) against (i) any or all amounts it owes the Defaulting Party or (ii) any security or other collateral posted by the Defaulting Party for the benefit of the Non-Defaulting Party. This Section VI(C) shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract, or otherwise).

**Section VII: Limitations of Liability**

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER BUYER NOR SELLER NOR THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, PARENTS, SUBSIDIARIES OR AFFILIATES (OR THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES), SHALL BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY OR TO ITS PARENTS, PARTNERS, OWNERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, OR TO ANY OF THEIR RESPECTIVE INSURERS, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT, OR ANYTHING DONE IN CONNECTION HEREWITH, IRRESPECTIVE OF WHETHER SUCH CLAIMS OR DAMAGES ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, WHETHER OF SELLER, BUYER OR OTHERS), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Seller has no control or liability for matters within the control of the utility or the ISO/RTO controlled grid, which include maintenance or operation of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

**WITH THE EXCEPTION OF ANY WARRANTY EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**Section VIII: Force Majeure**

A Party shall not be considered to be in default in the performance of its obligations under this Agreement or any effective Confirmation if its ability to perform was prevented by Force Majeure. For purposes of this Agreement and any effective Confirmation, Force Majeure means an event which prevents one Party from performing its obligations hereunder, which event was not (i) within the reasonable control of, or (ii) the result of the negligence of, the claiming Party, and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid. Force Majeure shall include, without limitation: a condition resulting in the curtailment or disruption of firm Energy supply or the transmission on the electric transmission and/or distribution system; restraint by court order; any action or non action by, or the inability to obtain necessary authorizations or approvals from any Authorized Entity; or a Force Majeure event experienced by an Authorized Entity. Force Majeure shall not include loss or failure of either Party's markets or supplies. Force Majeure shall not excuse Buyer's failure to make payments in a timely manner for Energy supplied by Seller before a Force Majeure event, or during a Force Majeure event, provided any Energy is delivered and received pursuant to the terms of this Agreement and any effective Confirmation. The claiming Party must provide the other Party with written notice of the Force Majeure as soon as practicable, which notice shall contain reasonably full particulars of the Force Majeure, including the estimated duration. Further, if the Force Majeure event extends beyond 30 days, the non-claiming Party may terminate the Confirmations with

	respect to the Account(s) affected by the Force Majeure upon written notice to the other Party.
<b>Section IX: Notices</b>	All notices required pursuant to this Agreement may be sent by facsimile, a nationally recognized overnight courier service, first class mail, certified mail return receipt requested, or hand delivery, in accordance with the information provided in any effective Confirmation or Rider, which information may be updated in writing by a Party from time to time. Notice shall be deemed effective when received, if received on a business day during recipient's normal business hours. If not received on a business day, or if received after normal business hours on a business day, then notice shall be deemed effective as of the next business day. Subject to the foregoing, in the absence of proof of the actual receipt date, the following presumptions will apply: Notices sent by facsimile shall be deemed received upon the sending Party's receipt of its facsimile machine's confirmation of successful transmission. Notice by overnight mail or courier shall be deemed received on the next business day after it was sent, or such earlier time as is confirmed by the receiving Party. First class mail is deemed received 5 business days after mailing.
<b>Section X: Representations and Warranties</b>	As of the Effective Date hereof and the date of any effective Confirmation, (a) each Party represents and warrants to the other that (i) it is duly organized and validly existing under the laws of the State of its incorporation/organization, (ii) is qualified to do business and is in good standing in the State where the facility receiving Energy under any Confirmation is located, (iii) it has all requisite power and authority under its organizational instruments and otherwise to execute, deliver, and perform its obligations under this Agreement and any effective Confirmation, (iv) this Agreement and any effective Confirmations have been or will be duly executed and delivered, (v) it has reviewed, understands, and accepts the terms, conditions, and risks of this Agreement and any effective Confirmation, (vi) it has made its own independent decisions to enter this Agreement and any effective Confirmations and its decisions are based on its own judgment and upon advice from advisors as it has deemed necessary, and (vii) each Party represents and warrants that it is entering into this Agreement and any effective Confirmation as principal and not as agent or in any other capacity, fiduciary or otherwise, and (b) Buyer represents and warrants to Seller that (i) it is in compliance with all material terms of its bank and debt covenants (as applicable), (ii) it is not in default under the terms of any material contracts to which it is a party, and (iii) it understands that any corresponding futures hedge referenced by Seller is owned by Seller for Seller's price protection and that no representation has been made by Seller that a position in futures is held by Seller for Buyer's benefit. By signing below, each individual additionally warrants that he or she is authorized to sign this Agreement, any Regional Riders and any Confirmation on behalf of the Party for which it was executed and is authorized to act under any effective Confirmation and for the Account(s) listed thereon.
<b>Section XI: Miscellaneous</b>	If the terms of any effective Confirmation modify, change or otherwise conflict with any provisions of this Agreement, the terms of the Confirmation shall govern. This Agreement and any Confirmation may be executed and delivered in counterparts (including by facsimile transmission or electronic reproduction and transmission), each of which will be deemed an original and all of which constitute one and the same instrument. Title to the Energy shall transfer at the Delivery Point identified on any effective Confirmation. As necessary, Buyer hereby appoints Seller its agent for the purposes of effectuating delivery. There are no third party beneficiaries to the Agreement or any effective Confirmation and none are intended by the Parties. This Agreement and any effective Confirmation shall be binding upon and inure to the benefit of the respective heirs, representatives, successors, and assigns of the Parties hereto, and shall not be assigned or transferred by either Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, however, Buyer and Seller each may assign this Agreement and any effective Confirmation to its parent, affiliate, subsidiary, or successor to all or a material portion of its assets (such as an identifiable market), without the other Party's consent as long as notice is provided and the assigning Party retains liability for the obligations hereunder. THIS AGREEMENT AND ALL DISPUTES ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE A FACILITY RECEIVING ENERGY UNDER THE AGREEMENT IS LOCATED WITHOUT REGARD TO THE LAWS OF SUCH STATE REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE, AND FEDERAL LAW, AS APPLICABLE. Any waiver of the requirements or provisions of this Agreement or any effective Confirmation must be in writing in order to be effective. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right hereunder shall not be construed as a waiver of such requirement or provision or a relinquishment of such right. This Agreement, including any effective Confirmations, Amendments and/or Riders, as applicable, constitutes the complete agreement reached between the Parties and shall not be changed unless mutually agreed to in a writing signed by both of the Parties, except as may otherwise be provided herein. All prior agreements, understandings and representations, whether consistent or inconsistent, oral or written, between the Parties are merged into and superseded by this Agreement and any effective Confirmation. The Parties acknowledge and agree that (i) this Agreement and any effective Confirmation constitute a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (ii) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (iii) the rights set forth under

Section VI herein constitute contractual rights "to liquidate, terminate, or accelerate" within the meaning of Section 556 of the Bankruptcy Code and "to terminate, liquidate, accelerate or offset" within the meaning of Section 561 of the Bankruptcy Code, (iv) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, (v) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, (vi) each Party further agrees to waive the right to assert that the other Party is a provider of last resort, (vii) all payments made or to be made by one Party to the other Party under this Agreement with respect to the forward contracts constitute "settlement payments" and/or "margin payments" within the meaning of the Bankruptcy Code, and (viii) amounts transferred as security pursuant to Section V of this Agreement constitute "margin payments" within the meaning of the Bankruptcy Code. Each Party consents to the recording of telephonic conversations with respect to transactions under this Agreement without further notice and agrees to provide its employees notice of such recording that may be required by applicable law, regulation or tariff. In the event of a service outage, downed wire or other electric emergency, Buyer should contact the applicable utility. The terms, provisions or conditions of any purchase order or other business form or written authorization used by Buyer will have no effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of Seller to object to those terms, provisions or conditions. The sale of Energy herein is subject to all applicable federal and state laws, orders, rules and regulations and to FERC rules and regulations or successor agency having jurisdiction. Either Party shall have the right to contest any such law, ordinance, order, rule, or regulation. If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision or covenant of this Agreement.

**Section XII: Regional Requirements**

Regional requirements are set forth on the Regional Rider(s), if applicable. If the terms in a Regional Rider modify, change or otherwise conflict with any provisions of this Agreement, the terms of the applicable Regional Rider shall govern.

**IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the dates set forth below. This Agreement is not valid until signed by both Parties.**

<b>Seller:</b>	<b>Integrus Energy Services, Inc.</b>	<b>Buyer:</b>	<b>DuPage Water Commission</b>
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____



## Current Pricing

Contact Information: Scott Slobodecki

Phone: (312) 681-1882

Fax: (312) 681-1993

E-Mail:

Proposal Date: 11/7/2013

### Customer and Facility Information

Customer: DuPage Water Commission

Utility: COMED (1)

Accounts by Rate Class: 1000 - 10000 kW (1)

### Account and Product Information

Product(A): Fixed Energy Full Requirements

Aggregate Capacity Peak Load Contribution: 1,118.73485 kW

Aggregate Network Peak Load Contribution: 3,084.33160 kW

Aggregate Peak Load (B): 7,609 kW

Estimated Usage in Delivery Period: 52,533,601 kWh

First Bill Cycle in Aggregate: 2

Estimated First DASR Date: 3/13/2014

Estimated Delivery Period: 04/03/2014 through 04/02/2016

Selected Billing Option: Single Bill (SBO)

Invoice Format: Detailed

	\$/kWh	\$/kWh	\$/kWh	\$/kWh	Notes
	SummerPk (C)	Non-SummerPk (C)	Summer OffPk (C)	Non-Summer OffPk (C)	
Energy Only	0.03174	0.03174	0.03174	0.03174	
Losses (D)	0.00214	0.00214	0.00214	0.00214	
Capacity (E)	0.00227	0.00227	0.00227	0.00227	
Ancillary Services (F)	0.00213	0.00213	0.00213	0.00213	
Transmission Service (G)	0.00256	0.00256	0.00256	0.00256	
RPS Compliance Charge (H)	0.00136	0.00136	0.00136	0.00136	
<b>Total Pricing</b>	<b>0.04220</b>	<b>0.04220</b>	<b>0.04220</b>	<b>0.04220</b>	

(A) Non-interval metered usage shall be allocated into On- and Off-Peak hourly periods based on the applicable utility's class average data.

(B) Maximum aggregate billing demand of the last 12 months of historical/estimated usage.

(C) Fixed energy rate/kWh applied to hours as defined by ComEd.

(D) Weighted average Distribution Losses as defined by the utility at the time of pricing. The RPS Compliance Charge is not adjusted for distribution losses and is applied against the metered usage.

(F) Option 2: Fixed per kWh rate, applied against billing cycle usage.

(G) Option 1: Variable per kWh rate reasonably calculated by Seller to reflect its cost to serve transmission service to the Account for the billing cycle, applied against billing cycle usage.

While the Fixed Rate may be bundled for the convenience of the customer, the Fixed Rate may change in accordance with the particular options selected. See the applicable footnotes.

The pricing herein is based on the market conditions when prepared and subject to change without notice. The information herein is not a binding offer, is intended for discussion purposes only and does not include all of the terms for the related transaction. The transaction described herein is subject to further review and approval of Integrys and Customer, as evidenced by the execution of a written agreement signed by both parties. While this analysis is an estimate based upon information collected from sources believed to be reliable and correct, Integrys did not verify the data and makes no representation or warranty, express or implied, with respect to the accuracy of the information collected or the estimate provided.

Savings are not guaranteed, as actual results will vary based on actual usage, utility charges, tax rates, and regulations, and other factors not considered. Customer acknowledges that the information herein is confidential and provided to Customer on the condition that it limits distribution of the information to those employees that have a need to know and not share the information with non-employees without first receiving the express written consent of Integrys. Customer agrees that if it is unable to afford this information confidential treatment that it will provide Integrys the opportunity to withdraw this information and, if Integrys indicates withdrawal, Customer shall delete all copies without distributing it.

**REQUEST FOR BOARD ACTION**

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Operations
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with AECOM Technical Services, Inc.  Resolution No. R-32-13	<b>APPROVAL</b>	
Account No.: 01-60-6280			
<p>The Commission has received various requests for emergency interconnections to the Commission's 90" and 72" supply lines. In order to appropriately evaluate these requests the Commission is seeking assistance in completing a capacity and threat &amp; vulnerability study to determine the feasibility of allowing these interconnections.</p> <p>The Commission solicited proposals from five (5) of the pre-approved Engineering firms that entered into a Master Agreement with the Commission. The proposal submitted by AECOM Technical Services, Inc. was the most favorable to the Commission's request.</p> <p><b>Task Order No. 1: Capacity and Threat / Vulnerability Study</b> Approval of this Task Order would authorize AECOM Technical Services, Inc to provide the following services:</p> <ul style="list-style-type: none"> <li>A. Evaluate the capacity of the Commission's 90" and 72" supply lines for current and future demand scenarios.</li> <li>B. Evaluate the capacity of the Commission's 90" and 72" supply lines for current and future demand scenarios with the additional demand of all communities that the Commission's supply lines pass through.</li> <li>C. Perform a threat and vulnerability study on the Commission's 90" and 72" supply lines.</li> <li>D. Perform a threat and vulnerability study on the Commission's 90" and 72" supply lines with the additional connections of all communities that the Commission's supply lines pass through.</li> <li>E. Perform a water rate analysis to determine the costs associated with providing water on an emergency connection basis for each community that the Commission's supply lines pass through.</li> </ul> <p>The estimated costs of this Task Order is \$29,800.00.</p>			
<b>MOTION:</b> To adopt Resolution No. R-32-13.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-32-13

A RESOLUTION APPROVING AND RATIFYING CERTAIN  
TASK ORDERS UNDER A MASTER CONTRACT  
WITH AECOM TECHNICAL SERVICES INC. AT THE  
NOVEMBER 21, 2013, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with AECOM Technical Services, Inc. (the "Consultant") to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the Task Orders were

Resolution No. R-32-13

not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**EXHIBIT 1**

## TASK ORDER NO. 1

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

1. **Project:**

The Commission has received various requests for emergency interconnections to the Commission's 90" and 72" supply lines. In order to appropriately evaluate these requests the Commission is seeking assistance in completing a capacity and threat & vulnerability study to determine the feasibility of allowing these interconnections.

2. **Services of Consultant:**

- A. Evaluate the capacity of the Commission's 90" and 72" supply lines for current and future demand scenarios.
- B. Evaluate the capacity of the Commission's 90" and 72" supply lines for current and future demand scenarios with the additional demand of all communities that the Commission's supply lines pass through.
- C. Perform a threat and vulnerability study on the Commission's 90" and 72" supply lines.
- D. Perform a threat and vulnerability study on the Commission's 90" and 72" supply lines with the additional connections of all communities that the Commission's supply lines pass through.
- E. Perform a water rate analysis to determine the costs associated with providing water on an emergency connection basis for each community that the Commission's supply lines pass through.

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

None

4. **Commencement Date:**

November 22, 2013

5. **Completion Date:**

120 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

None

8. **Contract Price:**

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

Notwithstanding the foregoing, the total Contract Price shall not exceed \$\_\_\_\_\_, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

Direct Labor Costs shall mean the billing rate of all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project.

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

10. **Modifications to Contract:**

None

11. **Attachments:**

A-1 Consultant personnel billing rates.

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

The Effective Date of this Task Order is November 22, 2013.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
John Spatz  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Terry McGhee

Title: Manager of Operations

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

E-mail Address: mcghee@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

Consultant

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax:



# DuPage Water Commission

## MEMORANDUM

TO: John Spatz, General Manager  
FROM: Cheryl Peterson, Financial Administrator  
DATE: November 12, 2013  
SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the November 21, 2013 Commission meeting:

Oct 6, 2013 to Nov 11, 2013 A/P Report	\$6,765,507.68
Accrued and estimated payments required before December Commission meeting	<u>8,050,109.00</u>
Total	<u>\$14,815,616.68</u>

cc: Chairman and Commissioners

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 12-19-13  
Board Meeting Date: November 21, 2013**

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
40,000.00	Blue Cross Blue Shield - Health Insurance			
4,500.00	Euclid Managers - Dental Insurance			
8,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
250.00	Comcast - Internet Service			
2,000.00	AT & T - Telephone Charges			
2,600.00	AT & T - Scada Backhaul Network			
1,000.00	Fed - Ex - Postage/Delivery			
8,000.00	Business Card Charges			
1,000.00	Home Depot - Maintenance Supplies			
550.00	Waste Management - Disposal Services			
1,500.00	Konica Minolta - Copy and Lease Charges			
2,000.00	Grainger - Supplies for Operations			
2,500.00	Grainger - Meter Station Supplies			
2,000.00	Verizon Wireless - iPad Access Fee			
1,500.00	Baker Tilly			
393,500.00	Marsh - Insurance Premiums			
2,500.00	ABC Commercial - October Service			
135.00	Aramark - Supplies			
2,200.00	Automation Solutions - Sump Pump			
38,934.00	Bob Ridings Inc. - Fleet Sales			
1,500.00	Colley Elevator - Elevator Inspection			
100.00	Edward Coughlin - October Meeting Security			
550.00	Floor Scrubber Parts - Operation Supplies			
1,400.00	Frabimor Equip & Control - Instrumentation Supplies			
250.00	Hach - Monthly Chemicals			
2,000.00	Insight Public Sector - E-mail Protection			
300.00	IntelliQuest Media - Safety DVD			
450.00	Neuco - Instrumentation Supplies			
350.00	Office Depot - Office Supplies			

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 12-19-13  
Board Meeting Date: November 21, 2013**

20.00	Pitney Bowes - Office Supplies
30.00	Primus - Meter Station Supplies
1,750.00	Red Wing Shoe Store - Safety Boots
900.00	RLH Industries - Meter Station Supplies
450.00	Speciality Mat - October Service
7,600.00	SPI - Electrical Consulting Services
10.00	Staples - Office Supplies
30.00	Tree Towns Reprographics - Copies
550.00	Warehouse Direct - Maintenance Supplies
7,000,000.00	Northern Trust Bank - Estimated Debt Payment

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8,050,109.00

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

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

01-1856 AIRY'S INC

INV	19369		10/30/13	10/30/13		N	VACUUM EXCAVATION	46,192.50	
OPER			10/31/13				PO: 16107	46,192.50	
						01	-60-6290 VACUUM EXCAVATION		46,192.50

----- TOTALS: GROSS: 46,192.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 46,192.50 -----

01-1088 AMERICAN WATER WORKS ASSOC

INV	7000721204		10/01/13	10/31/13		Y	MEMBERSHIP DUES: SPATZ 1-12/14	191.00	
OPER			10/29/13				PO: 16034	191.00	
						01	-60-6540 MEMBERSHIP DUES: SPATZ 1-12/14		191.00

----- TOTALS: GROSS: 191.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 191.00 -----

01-1886 ANDERSON PEST SOLUTIONS

INV	2715898		11/01/13	11/01/13		N	EXTERMINATOR SERVICE	114.00	
OPER			11/05/13				PO: 16090	114.00	
						01	-60-6290 EXTERMINATOR SERVICE		114.00

----- TOTALS: GROSS: 114.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 114.00 -----

01-1595 ARGUS-HAZCO

INV	06006568		10/29/13	11/28/13		N	FIVE YEAR HYDROSTATIC TESTING	40.00	
OPER			10/31/13				PO: 15972	40.00	
						01	-60-6627 FIVE YEAR HYDROSTATIC TESTING		40.00

----- TOTALS: GROSS: 40.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 40.00 -----

01-1393 AT&T LONG DISTANCE

INV	201310154214		9/26/13	11/10/13		N	LONG DISTANCE SVC:8/25-9/24/13	55.17	
OPER			10/15/13				PO:	55.17	
						01	-60-6514.01 LONG DISTANCE SVC:8/25-9/24/13		55.17

----- TOTALS: GROSS: 55.17 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 55.17 -----

01-1553 AUTOMATIC CONTROL SERVICES

INV	2890		10/28/13	11/27/13		N	UPDATE ALARMS - LEXINGTON	281.25	
OPER			10/31/13				PO: 16106	281.25	
						01	-60-6624 UPDATE ALARMS - LEXINGTON		281.25

----- TOTALS: GROSS: 281.25 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 281.25 -----

01-1089 BERLAND'S HOUSE OF TOOLS

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	
-----											
01-1089		BERLAND'S HOUSE OF TOOLS	** CONTINUED **								
	INV	352828	10/17/13	11/16/13		N		METER STATION SUPPLIES		9.39	
	OPER		10/29/13					PO: 16025		9.39	
						01	-60-6633	METER STATION SUPPLIES			9.39
-----											
***** TOTALS: GROSS: 9.39 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 9.39 *****											
01-1692		BRIDGEPOINT TECHNOLOGIES									
	INV	20762	10/02/13	10/02/13		N		WTR CONSRV-HOSTING		50.00	
	OPER		10/15/13					PO: 15995		50.00	
						01	-60-6290	WTR CONSRV-HOSTING			50.00
-----											
	INV	20763	10/02/13	10/02/13		N		WTR CONSRV-FILE SHARING		75.00	
	OPER		10/15/13					PO: 15995		75.00	
						01	-60-6290	WTR CONSRV-FILE SHARING			75.00
-----											
	INV	20908	11/01/13	11/01/13		N		WTR CONSRV-HOSTING		50.00	
	OPER		11/08/13					PO: 16092		50.00	
						01	-60-6290	WTR CONSRV-HOSTING			50.00
-----											
	INV	20909	11/01/13	11/01/13		N		WTR CONSRV-FILE SHARING		75.00	
	OPER		11/08/13					PO: 16092		75.00	
						01	-60-6290	WTR CONSRV-FILE SHARING			75.00
-----											
***** TOTALS: GROSS: 250.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 250.00 *****											
01-1332		CASSIDY TIRE & SERVICE									
	INV	2145081a	10/31/13	10/31/13		N		VEHICLE REPAIR: M78556		497.60	
	OPER		10/31/13					PO: 16066		497.60	
						01	-60-6641	VEHICLE REPAIR: M78556			497.60
-----											
***** TOTALS: GROSS: 497.60 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 497.60 *****											
01-1134		CITY OF CHICAGO DEPARTMENT									
	INV	201310294246	10/21/13	10/21/13		N		LEX PUMP STN LABOR: SEPT 2013		25,386.24	
	OPER		10/29/13					PO: 16055		25,386.24	
						01	-60-6611.03	LEX PUMP STN LABOR: SEPT 2013			25,386.24
-----											
	INV	201311084261	10/31/13	10/31/13		N		LEX PS-REPAIRS & MAINTENANCE		6,346.16	
	OPER		10/31/13					PO: 16093		6,346.16	
						01	-60-6611.03	LEX PS-REPAIRS & MAINTENANCE			6,346.16
-----											
***** TOTALS: GROSS: 31,732.40 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 31,732.40 *****											
01-1135		CITY OF CHICAGO SUPERINTEN									

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	ID	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	-DISTRIBUTION-			
	BANK		POST DT	DISC DT	CHECK#			BALANCE				
-----												
01-1135	CITY OF CHICAGO SUPERINTEN** CONTINUED **											
INV	201311054248		10/31/13	10/31/13		N	WATER BILLING: OCTOBER 2013	6,470,414.72				
OPER			10/31/13				PO: 16079	6,470,414.72				
						01	-60-6611.01 WATER BILLING: OCTOBER 2013		6,470,414.72			
*****	TOTALS:	GROSS:	6,470,414.72	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	6,470,414.72	*****
01-1179	CHICAGO TRIBUNE											
INV	001020681		10/31/13	11/15/13		N	CLASSIFIED LISTINGS	1,991.00				
OPER			10/31/13				PO: 15962	1,991.00				
						01	-60-6258 CLASSIFIED LISTINGS		1,991.00			
*****	TOTALS:	GROSS:	1,991.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,991.00	*****
01-1009	COMED											
INV	201311084260		10/31/13	12/15/13		N	METER STATION ELEC: 10/31/13	4,330.91				
OPER			10/31/13				PO: 16110	4,330.91				
						01	-60-6612.02 METER STATION ELEC: 10/31/13		4,330.91			
*****	TOTALS:	GROSS:	4,330.91	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	4,330.91	*****
01-1902	CONSTELLATION NEWENERGY, I											
INV	0012121540		10/31/13	10/31/13		N	ELEC SVC: 9/27-10/27/13	137,976.31				
OPER			10/31/13				PO:	137,976.31				
						01	-60-6612.01 ELEC SVC: 9/27-10/27/13		137,976.31			
*****	TOTALS:	GROSS:	137,976.31	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	137,976.31	*****
01-1333	DATA FLOW											
INV	70396		10/08/13	11/07/13		N	OFFICE SUPPLIES	48.34				
OPER			10/29/13				PO: 16007	48.34				
						01	-60-6521 OFFICE SUPPLIES		48.34			
*****	TOTALS:	GROSS:	48.34	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	48.34	*****
01-1915	DOUGLAS R. ELLSWORTH											
INV	201311054255		11/01/13	11/01/13		Y	SERV AS TREAS: NOVEMBER 2013	1,250.00				
OPER			11/05/13				PO:	1,250.00				
						01	-60-6111 SERV AS TREAS: NOVEMBER 2013		1,250.00			
*****	TOTALS:	GROSS:	1,250.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,250.00	*****
01-1982	DRW SERVICES											

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

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

01-1982 DRW SERVICES \*\* CONTINUED \*\*

INV	0011341		10/12/13	10/12/13		N		SERV CALL FOR FUEL MNGMENT SYS		188.75	
OPER			10/29/13					PO: 16031		188.75	
						01	-60-6560	SERV CALL FOR FUEL MNGMENT SYS			188.75

\*\*\*\*\* TOTALS: GROSS: 188.75 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 188.75 \*\*\*\*\*

01-1654 ELECSYS CORPORATION

INV	119376		10/21/13	10/21/13		N		DEFAULT CP GRP MSGS: OCT 2013		207.00	
OPER			10/31/13					PO: 16080		207.00	
						01	-60-6514.02	DEFAULT CP GRP MSGS: OCT 2013			207.00

\*\*\*\*\* TOTALS: GROSS: 207.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 207.00 \*\*\*\*\*

01-1140 CITY OF ELMHURST

INV	201310294235		10/18/13	10/18/13		N		WIRELESS RADIO: MAINT&MONITOR		255.00	
OPER			10/29/13					PO: 16035		255.00	
						01	-60-6560	WIRELESS RADIO: MAINT&MONITOR			255.00

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

01-1097 ELMHURST PLAZA STANDARD IN

INV	37806		10/23/13	10/23/13		N		VEHICLE REPAIR: M166601		26.50	
OPER			10/31/13					PO: 16070		26.50	
						01	-60-6641	VEHICLE REPAIR: M166601			26.50

\*\*\*\*\* TOTALS: GROSS: 26.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 26.50 \*\*\*\*\*

01-1792 ENCAP, INC

INV	24977		10/31/13	10/31/13		N		LANDSCAPE CONS SVC: PMT #23		1,643.34	
OPER			10/31/13					PO: 16089		1,643.34	
						01	-60-6290	LANDSCAPE CONS SVC: PMT #23			1,643.34

\*\*\*\*\* TOTALS: GROSS: 1,643.34 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,643.34 \*\*\*\*\*

01-1570 FIVE STAR SAFETY EQUIPMENT

INV	2451524		10/10/13	11/09/13		N		METER STATION SUPPLIES		107.70	
OPER			10/29/13					PO: 15987		107.70	
						01	-60-6627	METER STATION SUPPLIES			107.70

\*\*\*\*\* TOTALS: GROSS: 107.70 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 107.70 \*\*\*\*\*

01-1947 GARVEY'S OFFICE PRODUCTS

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

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

01-1947 GARVEY'S OFFICE PRODUCTS \*\* CONTINUED \*\*

INV	PINV681683	11/01/13 11/01/13	N OFFICE SUPPLIES	35.80	
	OPER	11/08/13	PO: 16082	35.80	
			01 -60-6521 OFFICE SUPPLIES		35.80

===== TOTALS: GROSS: 35.80 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 35.80 =====

01-1166 GLENBARD ELECTRIC SUPPLY,

INV	1131721	10/25/13 11/24/13	N METER STATION SUPPLIES	859.76	
	OPER	10/29/13	PO: 16009	859.76	
			01 -60-6560 METER STATION SUPPLIES		859.76

INV	1131721-01	10/18/13 11/17/13	N METER STATION SUPPLIES	146.89	
	OPER	10/29/13	PO: 16009	146.89	
			01 -60-6560 METER STATION SUPPLIES		146.89

===== TOTALS: GROSS: 1,006.65 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,006.65 =====

01-1892 GORSKI & GOOD, LLP

INV	201311054256	10/31/13 10/31/13	Y ATTORNEY FEES: OCTOBER 2013	5,210.77	
	OPER	10/31/13	PO:	5,210.77	
			01 -60-6251 ATTORNEY FEES: OCTOBER 2013		3,510.77
			01 -2612.09 ATTORNEY FEES: OCTOBER 2013		1,700.00
			01 -60-7112.01 ATTORNEY FEES: OCTOBER 2013		1,700.00
			01 -5920 ATTORNEY FEES: OCTOBER 2013		1,700.00CR

===== TOTALS: GROSS: 5,210.77 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,210.77 =====

01-1064 GOVERNMENT FINANCE OFFICER

INV	201310294237	10/24/13 10/24/13	N TRAINING CLASS-PETERSON	158.00	
	OPER	10/29/13	PO: 16049	158.00	
			01 -60-6132 TRAINING CLASS-PETERSON		135.00
			01 -60-6522 TRAINING CLASS-PETERSON		23.00

===== TOTALS: GROSS: 158.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 158.00 =====

01-1055 GRAINGER

INV	9269508611	10/15/13 11/14/13	N METER STATION SUPPLIES	2,663.78	
	OPER	10/29/13	PO: 16005	2,663.78	
			01 -60-6633 METER STATION SUPPLIES		2,007.36
			01 -60-6560 METER STATION SUPPLIES		656.42

INV	9279770409	10/28/13 11/27/13	N PIPELINE SUPPLIES	226.59	
	OPER	10/31/13	PO: 16047	226.59	

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

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

01-1055 GRAINGER \*\* CONTINUED \*\*

								01 -60-6637	PIPELINE SUPPLIES		226.59
INV		9284343440	11/01/13	12/01/13			N		PIPELINE SUPPLIES	218.05	
	OPER		11/08/13					PO: 16048		218.05	
								01 -60-6637	PIPELINE SUPPLIES		128.62
								01 -60-6641	PIPELINE SUPPLIES		89.43
INV		9284601086	11/01/13	12/01/13			N		MAINTENANCE SUPPLIES	57.36	
	OPER		11/08/13					PO: 16073		57.36	
								01 -60-6560	MAINTENANCE SUPPLIES		57.36
INV		9284793040	11/01/13	12/01/13			N		MAINTENANCE SUPPLIES	14.54	
	OPER		11/08/13					PO: 16069		14.54	
								01 -60-6560	MAINTENANCE SUPPLIES		14.54
INV		9284938561	11/01/13	12/01/13			N		MAINTENANCE SUPPLIES	389.47	
	OPER		11/08/13					PO: 16069		389.47	
								01 -60-6560	MAINTENANCE SUPPLIES		389.47
INV		9285900511	11/04/13	12/04/13			N		MAINTENANCE SUPPLIES	247.73	
	OPER		11/08/13					PO:		247.73	
								01 -60-6560	MAINTENANCE SUPPLIES		247.73

===== TOTALS: GROSS: 3,817.52 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,817.52 =====

01-1068 HACH COMPANY

INV		8523164	10/11/13	11/10/13			N		METER STATION SUPPLIES	874.29	
	OPER		10/29/13					PO: 15993		874.29	
								01 -60-6624	METER STATION SUPPLIES		874.29
INV		8525309	10/14/13	11/13/13			N		METER STATION SUPPLIES	292.60	
	OPER		10/29/13					PO: 15993		292.60	
								01 -60-6624	METER STATION SUPPLIES		292.60
INV		8527406	10/15/13	11/14/13			N		METER STATION SUPPLIES	6,447.70	
	OPER		10/29/13					PO: 15993		6,447.70	
								01 -60-6624	METER STATION SUPPLIES		6,447.70
INV		8537421	10/22/13	11/21/13			N		METER STATION SUPPLIES	269.80	
	OPER		10/29/13					PO: 15993		269.80	
								01 -60-6624	METER STATION SUPPLIES		269.80
INV		8541830	10/24/13	11/23/13			N		METER STATION SUPPLIES	221.52	
	OPER		10/31/13					PO: 15993		221.52	
								01 -60-6624	METER STATION SUPPLIES		221.52

===== TOTALS: GROSS: 8,105.91 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 8,105.91 =====

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

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

01-1603 HILL MECHANICAL SERVICES

INV	205102		9/12/13	9/12/13		N		CHILLER 1 EQUALIZER LINE RPAIR		1,513.34	
OPER			10/29/13					PO: 16013		1,513.34	
						01	-60-6560	CHILLER 1 EQUALIZER LINE RPAIR			1,513.34
INV	206974		10/23/13	10/23/13		N		SERVICE CALL FOR DPS CHILLER 1		631.23	
OPER			10/31/13					PO: 16064		631.23	
						01	-60-6560	SERVICE CALL FOR DPS CHILLER 1			631.23

===== TOTALS: GROSS: 2,144.57 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,144.57 =====

01-1057 HSQ TECHNOLOGY

INV	06-2238/12376		10/31/13	11/30/13		N		REPAIR RTU CPU STACK		300.00	
OPER			10/31/13					PO: 16109		300.00	
						01	-60-6624	REPAIR RTU CPU STACK			300.00

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

01-1002 ILLINOIS MUNICIPAL RETIREM

CM	201311064258		11/06/13	11/06/13		N		IMRF		0.02CR	
OPER			11/06/13					PO:		0.02CR	
						01	-60-6121	IMRF			0.02CR

===== TOTALS: GROSS: 0.02- PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 0.02- =====

\*\*\*\*\* \*WARNING\* - CREDIT MEMOS EXCEED INVOICES \*\*\*\*\*

01-1834 INTERNATIONAL FACILITY MAN

INV	693859-13		10/16/13	10/16/13		N		2014 MEMBERSHIP DUES		313.00	
OPER			10/29/13					PO: 16014		313.00	
						01	-60-6540	2014 MEMBERSHIP DUES			313.00

===== TOTALS: GROSS: 313.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 313.00 =====

01-1904 IT SAVVY LLC

INV	671253		10/15/13	10/15/13		N		COMPUTER PARTS		13.50	
OPER			10/29/13					PO: 15861		13.50	
						01	-60-6851	COMPUTER PARTS			13.50

===== TOTALS: GROSS: 13.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 13.50 =====

01-1032 JULIE, INC.

INV	2013-0444-4		10/01/13	10/31/13		N		UTILITY LOCATES: OCT-DEC 2013		15,578.32	
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ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	ID	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	DISTRIBUTION-			
		BANK	POST DT	DISC DT	CHECK#			BALANCE				
-----												
01-1032	JULIE, INC.		** CONTINUED **									
	OPER		10/15/13				PO: 15989	15,578.32				
						01	-60-6634	UTILITY LOCATES: OCT-DEC 2013	15,578.32			
-----												
***** TOTALS:		GROSS:	15,578.32	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	15,578.32	*****
-----												
01-1984	KRAFT POWER CORPORATION											
	INV	MIPINV006534	10/23/13	10/23/13		N	MAINTENANCE SUPPLIES	384.27				
	OPER		10/29/13				PO: 15980	384.27				
						01	-60-6560	MAINTENANCE SUPPLIES	384.27			
-----												
***** TOTALS:		GROSS:	384.27	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	384.27	*****
-----												
01-1985	LITGEN CONCRETE CUTTING &											
	INV	178028	10/28/13	10/28/13		N	CORING HOLES FOR SUMP PUMP	580.00				
	OPER		10/31/13				PO: 15985	580.00				
						01	-60-6560	CORING HOLES FOR SUMP PUMP	580.00			
-----												
***** TOTALS:		GROSS:	580.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	580.00	*****
-----												
01-1986	LOWASTRO & ASSOCIATES, INC											
	INV	28402	11/06/13	11/06/13		N	ELECTRICAL SAFETY TRAINING	5,077.00				
	OPER		10/31/13				PO: 15811	5,077.00				
						01	-60-6627	ELECTRICAL SAFETY TRAINING	5,077.00			
-----												
***** TOTALS:		GROSS:	5,077.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	5,077.00	*****
-----												
01-1823	MARSH USA INC.											
	INV	501442923024	10/24/13	10/24/13		N	INSURANCE PREMIUMS	958.00				
	OPER		10/31/13				PO:	958.00				
						01	-1551	INSURANCE PREMIUMS	958.00			
	INV	727926571356	10/24/13	10/24/13		N	TREASURER BOND:12/1/13-12/1/14	5,000.00				
	OPER		10/31/13				PO:	5,000.00				
						01	-1551	TREASURER BOND:12/1/13-12/1/14	5,000.00			
-----												
***** TOTALS:		GROSS:	5,958.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	5,958.00	*****
-----												
01-1073	METTLER-TOLEDO, INC.											
	INV	641018060	9/30/13	10/30/13		N	YLY MAINT CONTRACT-CALIBRATION	2,323.00				
	OPER		10/31/13				PO: 15360	2,323.00				
						01	-60-6623	YLY MAINT CONTRACT-CALIBRATION	2,323.00			
-----												
***** TOTALS:		GROSS:	2,323.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,323.00	*****

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	
-----											
01-1074		MICRO CENTER									
	INV	3209598	10/28/13	11/27/13		N		OFFICE SUPPLIES		39.99	
	OPER		10/31/13					PO: 16099		39.99	
						01	-60-6590	OFFICE SUPPLIES			39.99
===== TOTALS: GROSS: 39.99 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 39.99 =====											
01-1955		MURPHY & MILLER, INC.									
	INV	209210	11/01/13	11/01/13		N		3RD TRI-ANNUAL BILLING HVAC IN		2,548.33	
	OPER		11/05/13					PO:		2,548.33	
						01	-60-6560	3RD TRI-ANNUAL BILLING HVAC IN			2,548.33
	INV	209364	10/28/13	10/28/13		N		BOILER REPAIRS		1,190.40	
	OPER		10/31/13					PO:		1,190.40	
						01	-60-6290	BOILER REPAIRS			1,190.40
===== TOTALS: GROSS: 3,738.73 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,738.73 =====											
01-1604		MWH AMERICAS, INC.									
	INV	1631595	10/21/13	12/05/13		N		WATER CONSERVATION PLAN		2,035.97	
	OPER		10/29/13					PO: 16056		2,035.97	
						01	-60-6210	WATER CONSERVATION PLAN			2,035.97
===== TOTALS: GROSS: 2,035.97 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,035.97 =====											
01-1395		OFFICE DEPOT									
	INV	673541034001	10/03/13	11/02/13		N		OFFICE SUPPLIES		8.42	
	OPER		10/15/13					PO: 16002		8.42	
						01	-60-6521	OFFICE SUPPLIES			8.42
	INV	676566711001	10/02/13	11/01/13		N		OFFICE SUPPLIES		884.44	
	OPER		10/15/13					PO: 15982		884.44	
						01	-60-6521	OFFICE SUPPLIES			884.44
	INV	676566711002	10/04/13	11/03/13		N		OFFICE SUPPLIES		19.54	
	OPER		10/29/13					PO: 15982		19.54	
						01	-60-6590	OFFICE SUPPLIES			19.54
	INV	676567806001	10/02/13	11/01/13		N		OFFICE SUPPLIES		11.98	
	OPER		10/15/13					PO: 15982		11.98	
						01	-60-6521	OFFICE SUPPLIES			11.98
	INV	676567807001	10/03/13	11/02/13		N		OFFICE SUPPLIES		27.90	
	OPER		10/29/13					PO: 15982		27.90	

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	
01-1395	OFFICE DEPOT		** CONTINUED **								
							01	-60-6521	OFFICE SUPPLIES		27.90
	INV	676585031001	10/02/13	11/01/13			N		OFFICE SUPPLIES	48.00	
	OPER		10/15/13					PO: 16002		48.00	
							01	-60-6521	OFFICE SUPPLIES		48.00
	INV	679021639001	10/17/13	11/16/13			N		OFFICE SUPPLIES	18.98	
	OPER		10/29/13					PO: 16011		18.98	
							01	-60-6521	OFFICE SUPPLIES		18.98
***** TOTALS: GROSS: 1,019.26 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,019.26 *****											
01-1889	PALATINE OIL CO., INC.										
	INV	661694	10/23/13	10/23/13			N		GASOLINE	1,695.85	
	OPER		10/29/13					PO: 16061		1,695.85	
							01	-60-6642	GASOLINE		1,695.85
***** TOTALS: GROSS: 1,695.85 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,695.85 *****											
01-1279	PETERS & ASSOCIATES										
	INV	CW11999	10/30/13	11/09/13			N		COMPUTER SUPPORT	337.50	
	OPER		10/31/13					PO: 16100		337.50	
							01	-60-6280	COMPUTER SUPPORT		337.50
***** TOTALS: GROSS: 337.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 337.50 *****											
01-1664	PROGRAM ONE PROFESSIONAL B										
	INV	54440	10/31/13	10/31/13			N		WINDOW CLEANING: 10/29/13	454.28	
	OPER		10/31/13					PO:		454.28	
							01	-60-6290	WINDOW CLEANING: 10/29/13		454.28
***** TOTALS: GROSS: 454.28 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 454.28 *****											
01-1679	REED & ASSOCIATES LTD.										
	INV	2821	10/11/13	10/11/13			N		TECHNICAL WRITING SERVICES	1,517.50	
	OPER		10/15/13					PO: 15999		1,517.50	
							01	-60-6280	TECHNICAL WRITING SERVICES		1,517.50
***** TOTALS: GROSS: 1,517.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,517.50 *****											
01-1950	RORY GROUP, LLC.										
	INV	1508	10/01/13	10/01/13			N		CONSULTING FEE - OCTOBER 2013	1,250.00	
	OPER		10/15/13					PO: 15978		1,250.00	

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	-DISTRIBUTION-				
		BANK	POST DT	DISC DT	CHECK#			BALANCE					
01-1950		RORY GROUP, LLC.	** CONTINUED **										
						01 -60-6280	CONSULTING FEE - OCTOBER 2013		1,250.00				
	INV	1530	11/01/13	11/01/13		N	CONSULTING FEE - NOVEMBER 2013	1,250.00					
		OPER	11/05/13				PO:	1,250.00					
						01 -60-6280	CONSULTING FEE - NOVEMBER 2013		1,250.00				
===== TOTALS:			GROSS:	2,500.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,500.00	=====
01-1044		ROYAL GRAPHICS PRINTERS											
	INV	77908	11/05/13	12/05/13		N	OFFICE SUPPLIES	202.23					
		OPER	11/08/13				PO: 16086	202.23					
						01 -60-6531	OFFICE SUPPLIES		202.23				
===== TOTALS:			GROSS:	202.23	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	202.23	=====
01-1043		SOOPER LUBE											
	INV	232487	10/09/13	10/09/13		N	VEHICLE MAINT: M79697	41.45					
		OPER	10/15/13				PO: 16001	41.45					
						01 -60-6641	VEHICLE MAINT: M79697		41.45				
	INV	232745	10/15/13	10/15/13		N	VEHICLE MAINT: M78556	41.45					
		OPER	10/29/13				PO: 16039	41.45					
						01 -60-6641	VEHICLE MAINT: M78556		41.45				
	INV	233291	10/28/13	10/28/13		N	VEHICLE MAINT: M166601	34.45					
		OPER	10/31/13				PO: 16071	34.45					
						01 -60-6641	VEHICLE MAINT: M166601		34.45				
===== TOTALS:			GROSS:	117.35	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	117.35	=====
01-1040		SPECIALTY MAT SERVICE											
	INV	686408	9/05/13	10/10/13		N	MAT SERVICE: 9/5/13	134.21					
		OPER	10/15/13				PO: 15976	134.21					
						01 -60-6290	MAT SERVICE: 9/5/13		134.21				
	INV	687949	9/19/13	10/10/13		N	MAT SERVICE: 9/19/13	134.21					
		OPER	10/15/13				PO: 15976	134.21					
						01 -60-6290	MAT SERVICE: 9/19/13		134.21				
===== TOTALS:			GROSS:	268.42	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	268.42	=====
01-1961		STANDBY POWER SYSTEM CONSU											
	INV	20130267	11/06/13	11/06/13		N	QUARTERLY BATTERY MAINTENANCE	1,217.50					
		OPER	11/08/13				PO:	1,217.50					

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1961			STANDBY POWER SYSTEM CONSU** CONTINUED **										
						01	-60-6560	QUARTERLY BATTERY MAINTENANCE		1,217.50			
===== TOTALS:			GROSS:	1,217.50	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,217.50	=====
01-1773			STAPLES ADVANTAGE										
	INV	3213635685	11/01/13	11/01/13		N		OFFICE SUPPLIES		159.63			
	OPER		11/05/13					PO: 16085		159.63			
						01	-60-6521	OFFICE SUPPLIES		159.63			
===== TOTALS:			GROSS:	159.63	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	159.63	=====
01-1975			TEAM SALES, LTD.										
	INV	16755	11/01/13	11/01/13		N		UNIFORMS		49.25			
	OPER		11/05/13					PO: 16088		49.25			
						01	-60-6626	UNIFORMS		49.25			
===== TOTALS:			GROSS:	49.25	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	49.25	=====
01-1046			TREE TOWNS REPRO SERVICE										
	INV	0000197765	10/25/13	11/24/13		N		REPRODUCTION SERVICES		36.92			
	OPER		10/31/13					PO: 16065		36.92			
						01	-60-6531	REPRODUCTION SERVICES		36.92			
===== TOTALS:			GROSS:	36.92	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	36.92	=====
01-1080			TYLBR TECHNOLOGIES, INC										
	INV	025-80413	11/01/13	11/01/13		N		ANNUAL SOFTW MAINT AGREEMENT		1,308.13			
	OPER		11/05/13					PO: 16081		1,308.13			
						01	-60-6590	ANNUAL SOFTW MAINT AGREEMENT		1,308.13			
===== TOTALS:			GROSS:	1,308.13	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,308.13	=====

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	6,765,507.68	0.00	6,765,507.68
** TOTALS **	6,765,507.68	0.00	6,765,507.68

O P E N   I T E M   R E P O R T

D E T A I L

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

P R E P A I D   T O T A L S

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

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

REPORT TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	6,765,507.68	0.00	6,765,507.68
VOIDED ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>6,765,507.68</b>	<b>0.00</b>	<b>6,765,507.68</b>

UNPAID RECAP

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	6,765,507.70
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.02-
<b>** UNPAID TOTALS **</b>	<b>6,765,507.68</b>

\*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 1551	PREPAID INSURANCE	5,958.00
01 2612.09	CNST DEP - YORK METER STATION	1,700.00
01 5920	CONTRIBUTIONS	1,700.00CR
01 60-6111	ADMIN SALARIES	1,250.00
01 60-6121	PENSION	0.02CR
01 60-6132	TRAINING	135.00
01 60-6210	WATER CONSERVATION PROGRAM	2,035.97
01 60-6251	LEGAL SERVICES- GENERAL	3,510.77
01 60-6258	LEGAL NOTICES	1,991.00
01 60-6280	CONSULTING SERVICES	4,355.00
01 60-6290	CONTRACTUAL SERVICES	50,112.94
01 60-6514.01	TELEPHONE	55.17
01 60-6514.02	CELL PHONE & CORR. TELEMETRY	207.00
01 60-6521	OFFICE SUPPLIES	1,243.49
01 60-6522	BOOKS & PUBLICATIONS	23.00
01 60-6531	PRINTING- GENERAL	239.15
01 60-6540	PROFESSIONAL DUES	504.00
01 60-6560	REPAIRS & MAINT- BLDGS & GRN	9,690.59

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

## \*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 60-6590	COMPUTER/SOFTWARE MAINTENANCE	1,367.66
01 60-6611.01	WATER BILLING	6,470,414.73
01 60-6611.03	OPERATIONS & MAINTENANCE	31,732.40
01 60-6612.01	PUMP STATION	137,976.31
01 60-6612.02	METER STATION, ROV, TANK SITE	4,330.91
01 60-6623	METER TESTING & REPAIRS	2,323.00
01 60-6624	SCADA / INSTRUMENTATION	8,687.16
01 60-6626	UNIFORMS	49.25
01 60-6627	SAFETY	5,224.70
01 60-6633	REMOTE FACILITIES MAINTENANCE	2,016.75
01 60-6634	PLAN REVIEW- PIPELINE CONEPLI	15,578.32
01 60-6637	PIPELINE SUPPLIES	355.21
01 60-6641	REPAIRS & MAINT- VEHICLES	730.88
01 60-6642	FUEL- VEHICLES	1,695.85
01 60-6851	COMPUTERS	13.50
01 60-7112.01	DPC YORK MS-CONSTR	1,700.00
	** FUND TOTAL **	6,765,507.68

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\*\* TOTAL \*\* 6,765,507.68

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

\*DEPARTMENT TOTALS\*

DEPARTMENT	DEPARTMENT NAME	AMOUNT
01	NON-DEPARTMENTAL	7,658.00
01 59	INVALID DEPARTMENT	1,700.00CR
01 60	ADMINISTRATION	6,759,549.68
	** FUND TOTAL **	6,765,507.68
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	** TOTAL **	6,765,507.68

0 ERRORS  
1 WARNINGS

SELECTION CRITERIA

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

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

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PRINT OPTIONS:

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

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DATE SELECTION:

PAYMENT DATE: 0/00/0000 THRU 99/99/9999  
 ITEM DATE: 0/00/0000 THRU 99/99/9999  
 POSTING DATE: 10/08/2013 THRU 11/11/2013

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# DuPage Water Commission

## MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz  
General Manager 

DATE: November 14, 2013

SUBJECT: October 2013 Invoice

I reviewed the Gorski & Good, LLP October 2013 invoice for services rendered during the period – October 1, 2013 – October 29, 2013, and recommend it for approval. This invoice should be placed on the November 21, 2013, Commission meeting accounts payable.

November 2013  
Gorski & Good

<u>CATEGORY</u>	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS &amp; PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$5,200.00	26.00	\$200.00	Gorski (22.3 @ \$200/hr.); Jones (3.7 @ \$200/hr.)	various (review of board packet material, agreements, contracts, FOIA request, reports, and attended Commission meetings (Administration Committee and regular Commission Meeting))
Misc:	<u>\$10.77</u>				
	<u>\$5,210.77</u>	<u>26.00</u>	<u>\$200.00</u>		