

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

AGENDA

DUPAGE WATER COMMISSION

THURSDAY, OCTOBER 21, 2021 6:30 P.M.

600 EAST BUTTERFIELD ROAD ELMHURST, IL 60126

- I. Call to Order and Pledge of Allegiance
- II. Roll Call (Majority of the Commissioners then in Office—minimum 7)
- III. Public Comments (limited to 3 minutes per person)
- IV. Approval of Minutes

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

RECOMMENDED MOTION: To approve the Minutes of the September 16, 2021 Regular Meeting of the DuPage Water Commission (Voice Vote).

V. Treasurer's Report

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

RECOMMENDED MOTION: To accept the September 2021 Treasurer's Report (Voice Vote).

- VI. Committee Reports
 - A. Finance Committee
 - 1. Report of 10/21/21 Finance Committee

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 and face mask while at the DuPage Pumping Station.

2. Purchase Property and Liability Insurance - To Suspend the Purchasing Procedures of the Commission's By-Laws and to Purchase Property and Liability Insurance (total premium of approximately \$506,000.00 as proposed by AJ Gallagher Risk Management Services, Inc.)

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

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

3. Workers' Compensation and Employer's Liability Insurance- To Suspend the Purchasing Procedures of the Commission's By-Laws and to Purchase Workers' Compensation and Employer's Liability Insurance (total premium not-to-exceed \$109,000.00 as proposed by Illinois Public Risk Fund and outlined by Arthur J. Gallagher Risk Management Services, Inc.)

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

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

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

- 4. Actions on Other Items Listed on 10/21/21 Finance Committee Agenda
- B. Administration Committee
 - 1. Report of 10/21/21 Administration Committee
 - 2. Actions on Other Items Listed on 10/21/21 Administration Committee Agenda
- C. Engineering & Construction Committee
 - 1. Report of 10/21/21 Engineering & Construction Committee
 - 2. Resolution No. R-49-21: A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase Material and Labor Service for the Commission's Electric Motor Systems including Ancillary Equipment at a cost not-to-exceed \$100,000.00 from WEG Electric Machinery.

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

(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)

 Resolution No. R-50-21: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the October 21, 2021, DuPage Water Commission Meeting (John Neri Construction Co. in an estimated amount of \$97,400.00)

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

2

 Resolution No. R-51-21: A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement with the Village of Lombard regarding the Construction and Installation of Metering Station MS-14-E, Associated Pressure Adjusting Station and Appurtenances Thereto (no cost)

(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)

 Resolution No. R-52-21: A Resolution Approving and Ratifying Task Order 18 under a Master Contract with AECOM Technical Services, Inc. at the October 21, 2021, DuPage Water Commission Meeting (in an amount not-to-exceed \$104,920.00)

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

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

- 6. Actions on Other Items Listed on 10/21/21 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 \$11,145,183.61 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 \$1,844,025.00 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

Commission Meeting Agenda

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)

Board/Agendas/Commission/2021/Rcm211021.docx



MINUTES OF A MEETING OF THE DuPAGE WATER COMMISSION HELD ON THURSDAY, SEPTEMBER 16, 2021 600 E. BUTTERFIELD ROAD ELMHURST, ILLINOIS

The meeting was called to order by Chairman Zay at 6:35 P.M.

Commissioners in attendance: D. Bouckaert, J. Broda, J. Fennell, P. Gustin, J. Healy, D. Novotny, K. Rush, D. Russo, P. Suess, and J. Zay

Commissioners Absent: R. Gans, J. Pruyn and F. Saverino

Also in attendance: Treasurer W. Fates, J. Spatz, C. Johnson, C. Peterson, D. Panaszek, C. Bostick, D. Cuvalo, Z. Evans, J. Schori, and B. Armstrong of Luetkehans, Brady, Garner & Armstrong LLC.

PUBLIC COMMENT

None.

APPROVAL OF MINUTES

<u>Commissioner Healy moved to approve the Minutes of the August 19, 2021, Regular</u> <u>Meeting of the DuPage Water Commission</u>. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Fates presented the August 2021 Treasurer's Report consisting of 13 pages with pages 1 and 2 containing a summary of the report.

Treasurer Fates pointed out the \$212.4 million of cash and investments on page 4, which reflected an increase of about 2.8 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 11 totaling \$177.7 million and the market yield on the total portfolio showed 1.04% which had decreased from the prior month. On page 12, the statement of cash flows showed an increase in cash and investments by about \$1.7 million and operating activities increased by approximately \$1.3 million. On page 13, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

<u>Commissioner Russo moved to accept the August 2021 Treasurer's Report</u>. Seconded by Commissioner Healy and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Finance Committee

No Report.

Administration Committee

No Report.

Engineering & Construction Committee – Reported by Commissioner Fennell

Commissioner Fennell reported that the Engineering & Construction Committee reviewed and recommended for approval all action items listed on the Engineering & Construction Committee Agenda. After providing a brief summary, <u>Commissioner Fennell moved to adopt item numbers 2 through 7 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures</u>. Seconded by Commissioner Gustin and unanimously approved by a Roll Call Vote.

Ayes: D. Bouckaert, J. Broda, J. Fennell, P. Gustin, J. Healy, D. Novotny, K. Rush, D. Russo, P. Suess, and J. Zay

- Nays: None
- Absent: R. Gans, J. Pruyn and F. Saverino
- Item 2: Resolution No. R-43-21: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the September 16, 2021, DuPage Water Commission Meeting (Benchmark Construction Co. in an estimated amount of \$50,000.00)
- Item 3: Resolution No. R-44-21: A Resolution Approving and Ratifying Task Order 1 Under a Master Contract with DeLasCasas CP, LLC at the September 16, 2021, DuPage Water Commission Meeting (amount not-to-exceed \$5,950.00)
- Item 4: Resolution No. R-45-21: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Greeley and Hansen at the September 16, 2021 DuPage Water Commission Meeting (additional services for costs not-to-exceed \$31,829.00)
- Item 5: Resolution No. R-46-21: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Lockwood, Andrews & Newnam, Inc, at the September 16, 2021, DuPage Water Commission Meeting (in the amount of \$81,000.00)

- Item 6: Resolution No. R-47-21: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Electrical Contract QRE 9/20 at the September 16, 2021 DuPage Water Commission Meeting (FSG, Inc. an estimated cost of \$2,850.00)
- Item 7: Resolution No. R-48-21: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Northern Inspection Services, LLC at the September 16, 2021 DuPage Water Commission Meeting (total amount not-to-exceed \$15,765.00)

ACCOUNTS PAYABLE

Commissioner Healy moved to approve the Accounts Payable in the amount of \$11,673,854.01 subject to submission of all contractually required documentation, for invoices that have been received and to approve the Accounts Payable in the amount of \$1,364,325.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Russo and unanimously approved by a Roll Call Vote.

- Ayes: D. Bouckaert, J. Broda, J. Fennell, P. Gustin, J. Healy, D. Novotny, K. Rush, D. Russo, P. Suess, and J. Zay
- Nays: None

Absent: R. Gans, J. Pruyn and F. Saverino

CHAIRMAN'S REPORT

Chairman Zay reported that the process of filling the General Manager's position is underway and that the Commission had hired the services of Baker Tilly to help assist with the national search. Chairman Zay then discussed what he felt everyone's role should be in the selection process noting that although Baker Tilly is a good company, he felt that the Board members should be involved with reviewing the resumes. Chairman Zay then referred to the General Manager search process that was conducted in 2011 stating that a special committee or work group had been designated with board members being asked to review all resumes and submit their top candidates for further consideration adding that he would like to follow the same process. Chairman Zay then stressed the importance of handling the process in-house by the Commissioners and asked members to speak up if they disagreed.

It was suggested to post the General Manager's Profile on the websites of the DuPage Mayors and Managers and the Illinois State Association of Counties.

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As a point of clarification, Commissioner Suess stated that his recollection of the process, back in 2011, was that all resumes received were shared with each of the Board members and then each Board member ranked their top 5 potential candidates and asked Chairman Zav if that process was consistent with what he was suggesting for the current search. Chairman Zay replied yes, noting that he would like it to be the same process as in 2011. General Manager Spatz added that once the Board members narrow down the selection, Baker Tilly would then begin the vetting process. Commissioner Rush asked if Baker Tilly would be conducting any video screening and General Manager Spatz stated that video screening is an option that was provided in the scope of services which the Board can decide whether to include or not once the selection had been narrowed. Commissioner Rush recommended utilizing Baker Tilly to help offer their insight on the selection of gualified candidates and Chairman Zay disagreed noting that it should be the decision of the Board members and who they feel would be the best candidate. Commissioner Rush disagreed. Commissioner Russo noted that he was in favor of utilizing Baker Tilly for the vetting process but felt that the Board should be handling the candidate selection part. Commissioner Fennell felt that the more resources and insight that Baker Tilly could offer would be a better return on the Commission's investment. General Manager Spatz informed that Baker Tilly has a strong background in hiring top executives in the water industry and suggested that after the Board narrows the selection of candidates, have Baker Tilly begin the vetting process and also provide a recommendation of candidates for Board consideration towards the next step. Commissioner Fennell agreed stating that the role of Baker Tilly is not to eliminate any candidates, but providing insight based on their professional credentials is value that should not be overlooked. Chairman Zay stated that the Board could revisit the discussion at the appropriate time.

Next, Chairman Zay reported that ongoing discussions continue regarding a potential water supply to the Villages of Oswego, Montgomery, and Yorkville as he and General Manager Spatz met with representatives from each of the towns and felt that the meeting was positive. Chairman Zay further noted that the details of that meeting should be kept confidential and hence the reason why General Manager Spatz reached out to each Board member, individually, not only to provide a status update but also obtain a verbal consensus to move forward with finalizing the terms if/when the time comes. Chairman Zay stated that all three towns would be a great addition and reassured them that the Commission would be a very stable choice.

Discussion ensued regarding a water supply to towns outside county lines. General Manager Spatz noted that he would be working with Dan DiSanto, Village Administrator for the Village of Oswego and that the three towns are expected to make a water supply selection within the next few months. General Manager Spatz stated that he would be preparing a letter listing all points that the Board members gave consensus on so the Village would have something in writing. Both Commissioner's Russo and Gustin suggested preparing a Letter of Intent. General Manager Spatz noted that the Commission had already met with Village representatives numerous times and provided presentations which included costs. Commissioner Russo suggested putting together a summary which would confirm board consensus by listing everything the Commission

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would support. Other items discussed were timelines, legislation, design, easements, etc. Commissioner Suess stated that if he was working for the other side that he would want some kind of proposal stating the Commission's intent. Chairman Zay stated that the Commission had already provided that through presentations which included the same terms that are clearly written in the Charter Customer Contract. General Manager Spatz informed that he had also prepared a memorandum with a comparison of terms, governance, risks, costs etc. which was also sent to their representative.

With no further discussion, Chairman Zay stated that staff would continue to keep Board members informed on any new developments.

OMNIBUS VOTE REQUIRING MAJORITY VOTE

None

OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE

None

OLD BUSINESS

General Manager Spatz updated the Commissioners on his recent meeting with the City of Chicago regarding their methodology on regional rates, the factors involved, and any concerns the Commission may have which would need to be relayed back to Chicago including the Commission's partnership with Chicago whether its helping/hurting with regionalization relating to potential new customers.

General Manager Spatz began presenting the Cost-of-Service Methodology Overview from the City of Chicago Department of Water Management. In the overview, General Manager Spatz noted that it points out regional and predictable fair water rates. The City utilizes the AWWA M1 standard which is a standard that AWWA uses for setting wholesale rates. With that said, you take the O&M cost and add it to your depreciation and fair value rate base which gives you the revenue requirements that the City needs to then divide up proportionally by customer size. The Commission is about 15% of the City's water systems revenues.

Next, costs centers were broken down by cribs and tunnels, purifications plants, pumping stations and transmission mains. General Manager Spatz, being very familiar with the City's system, pointed out various inconsistencies and inaccuracies with some of the cost centers related to the Commission's system. General Manager Spatz also pointed out that the City is putting a larger emphasis on max day calculations, approximately 4 times the cost, compared to average day commodity cost noting that he had requested the support documentation for verification as it had not been included in the overview.

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With the new regional rate, costs associated with Lexington Pumping Station would be modified with the Commission paying 100% as the Commission is the only customer supplied by this station. The City's proposed 2030 wholesale water rate to the Commission would be potentially significantly lower than what is currently being charged. Based upon recent articles regarding Joliet's potential water rate which would be \$2.82/1,000 gallons in 2030, the Commission's proposed rate would be lower. The City has asked the Commission not to discuss the actual proposed water rate until they have an opportunity to discuss regional rates with their other customers. The City was ok with sharing that the Commission's proposed regional rates would be the lowest rates of any of their customers.

General Manager Spatz relayed, to the City, concerns regarding the proposed rates for 2030 when the Commission's current water supply contract expires in 2024. The City responded by suggesting that the Commission consider extending its current contract as they need time to speak with all their customers which may not be completed by the 2024 expiration date. General Manager Spatz stated that the question back to the City would be that if they are able to reach a water purchase agreement with regional rates for the City of Joliet with all of its unknowns and before October of 2022, then why couldn't they reach an agreement with the Commission by its 2024 expiration date considering the Commission's cost of services are very well known.

Chairman Zay noted there are obviously questions, such as why the Commission is paying for Lexington Pumping Station costs and could the Commission just run everything through our new SCADA system. Some of the communities, if they chose either the Joliet or Fox River options, would need to install deeper wells at a significant cost to get them to 2030. However, if they joined the Commission then completion may be possible within the next 5 years which would eliminate the need and cost to install deeper wells. Chairman Zay also pointed out that if potential future customers decided to join the Commission, the City of Chicago would be selling additional water that much quicker.

Commissioner Suess asked what the next steps would be because he didn't understand the significance of discussing something for 2030 when the Commission's current water supply contract expires in 2024. General Manager Spatz noted that the City's response was that they would like to discuss with all their customers and enter into regional/wholesale-based contracts first. General Manager Spatz stated that if regional rates were obtained, being the City's largest customer, the Commission could be the driving force for all other customers entering into regional rate contracts. Next steps would be to continue the wholesale engagement and incorporate data as requested and continue to develop and refine the parameters for the cost-of-service study.

Commissioner Suess asked if there were any constraints or requirements to the Commission's Charter Customers as the 2024 expiration date gets closer and how does staff see the timeline playing out. General Manager Spatz stated that it hurt the Commission with its Charter Customers because staff began the discussion of renegotiating the water supply contract, with both parties, several years ago with no significant movement from the City of Chicago which has caused frustration with both the

Commission and its customers. The Commission has scheduled a meeting at the end of the month as requested by the working group to provide a status update to all its customers regarding the City's supply contract, our customers contract, and the alternative water source study. Chairman Zay noted that the City would not have regionalization in place before 2024 and General Manager Spatz added that the Commission would most likely need to extend its current contract and depending on the number of years of the contract extension would then determine what other language would need to be added. Chairman Zay stated that the City and the Commission have almost the same amount of customers and understood that the City would like to speak with all its customers first. However, the Commission also has an obligation to its customers to let them know what going on and by holding things up puts the Commission in a bind. The Commission cannot negotiate with its customers until it gets confirmation of terms and duration from the City.

Commissioner Gustin questioned whether the Commission could enter into an agreement in 2024 that would address regionalization in order to move forward. General Manager Spatz answered yes and no. With the extension, the Commission would need to prepare a letter to the City requesting to extend its current water supply contract anywhere from 10 - 40 years and with the same terms. However, before the Commission would agree to extend its current contract, both parties would have to mutually agree on a second agreement that would include regionalization as part of the contract extension. Commissioner Gustin questioned what happens if it doesn't get done by 2024 and General Manager Spatz answered that there would need to be specific language in the contract that allows the Commission "an out" if the City cannot meet the deadline. Commissioner Healy suggested adding an Addendum to the contract extension that would allow options for the Commission regarding future water supply extensions.

NEW BUSINESS

General Manager Spatz informed Board members that he had been informed of a complete set of the Commission's water system plans for sale from a bookstore on Amazon. Upon contacting the bookstore to try and find out where the plans came from and to verify just the one set (which General Manager Spatz purchased and had on hand for display) the gentlemen on the phone stated that they came from an Engineer who lived on the north side of the city and passed away about 7 years ago and his family was selling all his engineering books. No other information was provided.

EXECUTIVE SESSION

None

<u>Commissioner Gustin moved to adjourn the meeting at 7:40 P.M</u>. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

TO: Chairman and Commissioners

FROM: Bill Fates, Treasurer

DATE: October 12, 2021

SUBJECT: TREASURER'S REPORT – September 30, 2021

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

Summary of Cash & Investments (Page 4)

- 1. Cash and investments totaled \$214.1 million on September 30th, an increase of \$1.7 million compared to the previous month.
- 2. The balance in the BMO Harris checking account was \$36.2 million on September 30th, up \$1.5 million compared to the \$34.7 million reported last month.
- 3. The BMO Harris money market accounts had \$2.7 million at month-end, relatively unchanged from the prior month.
- 4. During the month of September, the IIIT money market accounts decreased by \$0.7 million from the prior month.
- In September, our holdings of U.S. Treasury Investments increased by \$1.8 million, and U.S. Agency and asset back securities decreased by \$0.4 million and \$0.5 million, respectively, during the month.
- 6. The current holdings of cash and investments are in compliance with the approved investment policy.
- 7. For the five months ended September 30, 2021, the Commission's cash and investments increased a total of \$3.3 million.
 - The Operating & Maintenance Account increased by \$2.4 million for an ending balance of \$38.9 million.
 - The General Account increased by approximately \$2,800 for an ending balance of \$13.9 million.
 - The Sales Tax Account remained unchanged at \$291.
 - The Operating Reserve Account increased by approximately \$476,000 for a balance of \$72.8 million.

- The Capital Reserve Fund increased by about approximately \$293,000 for a balance of \$66.2 million.
- The Long-Term Capital Reserve Account increased by approximately \$146,000 for a balance of \$22.3 million.

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

	in and investment	to by Account	
	Balance	Balance	Increase
Account	4/30/2021	09/30/2021	(Decrease)
Operations & Maintenance	\$36,535,808	\$38,941,259	\$2,405,451
General Account	13,879,929	13,882,681	2,752
Sales Tax	291	291	0
Operating Reserve	72,317,590	72,794,010	476,420
Capital Reserve	65,928,010	66,220,833	292,823
Long-Term Cap. Reserve	22,118,719	22,264,788	146,069
Total Cash & Investments	\$210,780,347	\$214,103,862	\$3,323,515

Cash and Investments by Account

Schedule of Investments (Pages 5-11)

- 1. The average yield to maturity on the Commission's investments was 1.02%, down from the prior month average yield to maturity of 1.04%.
- 2. The portfolio ended the month of September 2021 with \$1.5 million of unrealized gains, compared to \$2.3 million in unrealized gains at April 30, 2021.
- 3. The amortized cost of our investments was \$177.8 million at September 30th.

Statement of Cash Flows (Page 12)

- 1. The statement of cash flows shows a breakdown of the \$3.3 million increase in cash and investments for the fiscal year.
- 2. Operating activities increased cash by approximately \$2.8 million as of the end of September 2021.
- 3. The decrease in Loans Receivable, primarily related to Bartlett activity, increased cash by approximately \$230,000.
- 4. Capital Assets purchased were \$0.7 million.
- 5. Cash flow from investment activity generated approximately \$977,000 of income.

Reserve Analysis (Page 13)

- The reserve analysis report shows the Commission has met all recommended reserve balances on September 30th.
- 5. The Operating and Maintenance Account was \$38.9 million which is a balance currently sufficient to cover an estimated 101 days of normal operation and maintenance costs.
- 6. The Operating Reserve account was \$72.8 million which is approximately 189 days, this amount meets the minimum balance per the reserve policy.

Respectfully submitted,

Bill Fates, CPA

DU PAGE WATER COMMISSION TREASURER'S REPORT SUMMARY OF CASH AND INVESTMENTS September 30, 2021

FUNDS CONSIST OF:	September 30, 2021	August 31, 2021	INCR (DECR.)
PETTY CASH CASH AT HARRIS BANK	1,300.00 36,236,248.53	1,300.00 34,710,738.20	0.00 1,525,510.33
TOTAL CASH	36,237,548.53	34,712,038.20	1,525,510.33
IIIT MONEY MARKET FUNDS BMO HARRIS MONEY MARKET FUNDS U. S. TREASURY INVESTMENTS U. S. AGENCY INVESTMENTS MUNICIPAL BONDS COMMERCIAL PAPER ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG CERTIFICATES OF DEPOSIT	12,653,674.30 2,703,710.06 72,744,536.76 46,850,284.37 13,866,199.72 1,999,720.00 27,048,188.53 0.00	13,381,498.02 2,703,310.12 70,914,136.56 47,267,150.34 13,868,294.05 1,999,420.00 27,597,916.11 0.00	(727,823.72) 399.94 1,830,400.20 (416,865.97) (2,094.33) 300.00 (549,727.58) 0.00
TOTAL INVESTMENTS	177,866,313.74	177,731,725.20	134,588.54
TOTAL CASH AND INVESTMENTS	214,103,862.27	212,443,763.40	1,660,098.87
	September 30, 2021	August 31, 2021	% CHANGE
IIIT MONEY MARKET FUNDS BMO HARRIS MONEY MARKET FUNDS U. S. TREASURY INVESTMENTS U. S. AGENCY INVESTMENTS MUNICIPAL BONDS COMMERCIAL PAPER ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG CERTIFICATES OF DEPOSIT	7.2% 1.5% 40.9% 26.3% 7.8% 1.1% 15.2% 0.0%	7.6% 1.5% 39.9% 26.6% 7.8% 1.1% 15.5% 0.0%	-5.4% 0.0% 2.6% -0.9% 0.0% 0.0% -2.0% N/A
TOTAL INVESTMENTS	100.0%	100.0%	0.1%

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION INVESTMENTS (Unaudited) September 30, 2021

FUND SOURCE	COUPON F RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 09/30/21
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	0.180%	09/30/21	10/01/21	1	0.180%	\$ 2,703,710.06	\$ 2,703,710.06	0.00	\$ 2,703,710.06	-
Water Fund General Account (01-121700)										
	0.025%	09/30/21	10/01/21	1	0.025%	11,882,961.20	11,882,961.20	0.00	11,882,961.20	-
MUFG Bank LT/NY CP	0.000%	02/03/21	10/29/21	268	0.180%	2,000,000.00	1,997,330.00	2,390.00	1,999,720.00	
	Weighted A	vg Maturity	1		0.047%	\$ 13,882,961.20	\$ 13,880,291.20	2,390.00	\$ 13,882,681.20	\$-
Sales Tax Funds (01-123000)										
	0.025%	09/30/21	10/01/21	1	0.025%	291.10	291.10	0.00	291.10	
	Weighted A	vg Maturity	1		0.025%	\$ 291.10	\$ 291.10	0.00	\$ 291.10	\$ -
Water Fund Operating Reserve (01-121800)						 	 			
IIIT - Money Market	0.025%	09/30/21	10/01/21	1	0.025%	78,520.34	78,520.34	0.00	78,520.34	
US Treasury Notes	1.625%	07/01/19	11/15/22	411	1.740%	700,000.00	697,375.00	1,751.42	699,126.42	4,296.54
US Treasury Notes	1.750%	09/03/19	01/31/23	488		1,500,000.00	1,518,808.59	(11,445.42)	1,507,363.17	4,422.56 7,444.63
US Treasury Notes	1.750%	06/04/18	01/31/23	488 516		2,525,000.00 1,000,000.00	2,414,629.89 999,531.25	78,752.32 131.12	2,493,382.21 999,662.37	107.04
US Treasury Notes	0.125% 0.125%	03/12/21 09/29/21	02/28/23 10/15/23	745		1,500,000.00	1,494,609.38	7.24	1.494.616.62	865.78
US Treasury Notes US Treasury Notes	2.250%	01/29/19	12/31/23	822		1,270,000.00	1,251,991.80	9,771.58	1,261,763.38	7.221.40
US Treasury Notes	0.125%	02/18/21	02/15/24	868	0.210%	750,000.00	748,095.70	390.98	748,486.68	119.74
US Treasury Notes	2.375%	03/01/19	02/29/24	882		550,000,00	545,208.98	2,474.40	547,683.38	1,118.61
US Treasury Notes	2.125%	04/01/19	03/31/24	913		1,050,000.00	1,041,140.63	4,429.69	1,045,570.32	61.30
US Treasury Notes	2.000%	05/28/19	04/30/24	943	2.100%	1,420,000.00	1,413,121.88	3,276.57	1,416,398.45	11,884.78
US Treasury Notes	1.500%	05/06/21	11/30/24	1,157	0.450%	1,000,000.00	1,036,992.19	(4,097.60)	1,032,894.59	5,040.98
US Treasury Notes	1.750%	01/02/20	12/31/24	1,188		500,000.00	502,363.28	(822.80)	501,540.48	2,211.28
US Treasury Notes	1.375%	02/03/20	01/31/25	1,219		1,000,000.00	1,000,078.13	(25.90)	1,000,052.23	2,316.58
US Treasury Notes	2.000%	05/06/21	02/15/25	1,234	0.490%	1,000,000.00	1,056,406.25	(5,898.69)	1,050,507.56	2,554.35 963.40
US Treasury Notes	1.125%	03/02/20	02/28/25	1,247		1,000,000.00	1,014,335.94	(4,532.11)	1,009,803.83	963.40 6.87
US Treasury Notes	0.250%	06/29/21 11/03/20	09/30/25 10/31/25	1,461 1,492	0.760% 0.390%	1,000,000.00 500,000.00	978,867.19 496.523.44	1,265.52 631.58	980,132.71 497,155.02	523.10
US Treasury Notes	0.250% 0.375%	12/08/20	11/30/25	1,492		925,000.00	924,819.34	29.35	924,848.69	1,165,73
US Treasury Notes US Treasury Notes	0.375%	01/05/21	12/31/25	1,553		1,500,000.00	1,500,410.16	(60.20)	1,500,349.96	1,421.54
US Treasury Notes	0.375%	03/01/21	01/31/26	1,584	0.690%	1,000,000.00	984,765.63	1,799.27	986,564.90	631.79
US Treasury Notes	1.625%	03/01/21	02/15/26	1,599		1,000,000.00	1,045,585.94	(5,339.35)	1,040,246.59	2,075.41
US Treasury Notes	0.500%	09/03/21	02/28/26	1,612		1,000,000.00	990,507.81	133.61	990,641.42	428.18
US Treasury Notes	0.750%	06/02/21	03/31/26	1,643		750,000.00	749,707.03	19.80	749,726.83	15.45
US Treasury Notes	0.750%	06/02/21	04/30/26	1,673		750,000.00	749,121.09	58.40	749,179.49	2,353.94
US Treasury Notes	0.750%	08/02/21	05/31/26	1,704	0.630%	500,000.00	502,753.91	(90.70)	502,663.21	1,260.25
African Development Bank Supranational	1.625%	09/12/19	09/16/22	351	1.680%	670,000.00	668,948.10	715.37	669,663.47	453.65
Intl Bank of Recon & Dev	0.125%	04/13/21	04/20/23	567	0.230%	510,000.00	508,944.30	237.17	509,181.47	285.10
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	985		1,405,000.00	1,404,157.00	87.52	1,404,244.52	1,639.17
Inter-American Devel Bk Notes	0.500%	09/23/21	09/23/24	1,089	0.520%	710,000.00	709,474.60	3.84	709,478.44	78.89

FUND SOURCE	COUPON F RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 09/30/21
Water Fund Operating Reserve (01-121800) Continued										
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	531	0.620%	220,000.00	220,000.00	0.00	220,000.00	60.82
Avondale School Dist, MI Txbl GO Bonds	1.650%	02/04/20	05/01/23	578	1.650%	350,000.00	350,000.00	0.00	350,000.00	2,406.25
Univ of CO Txbl Rev Bonds	2.569%	10/22/19	06/01/23	609	1.950%	280,000.00	286,036.80	(3,247.76)	282,789.04	2,397.73
Port Auth of NY/NJ Txbl Rev Bonds	1.086%	07/02/20	07/01/23	639	1.090%	205,000.00	205,000.00	0.00	205,000.00	556.58
Long Beach CCD, CA Txbl GO Bonds	1.743%	10/09/19	08/01/23	670	1.740%	280,000.00	280,000.00	0.00	280,000.00	813.40
Tamalpais UHSD, CA Txbl GO Bonds	1.971%	09/20/19	08/01/23	670	1.970%	295,000.00	295,000.00	0.00	295,000.00	969.08
NYC, NY Txbl GO Bonds	2.080%	09/25/19	08/01/23	670	1.940%	685,000.00	688,548.30	(1,857.55)	686,690.75	2,374.67
OR ST Dept of Trans Txbl Rev Bonds	1.946%	11/07/19	11/15/23	776 883	1.950% 1.950%	300,000.00	300,000.00	0.00	300,000.00	2,205.47
Houston, TX Txbl GO Bonds	1.950%	08/23/19	03/01/24	883		765,000.00	765,000.00	0.00	765,000.00	1,243.13
New York St Urban Dev Corp SAL Bonds	2.020% 4.000%	10/24/19 12/11/19	03/15/24 04/01/24	914	2.020% 1.990%	680,000.00 410,000.00	680,000.00 443.812.70	0.00 (14,187.15)	680,000.00 429,625.55	610.49 8.200.00
TX ST Trans Comm Txbl GO Bonds WI St Txbl GO Bonds	4.000%	02/11/19	05/01/24	914	1.780%	200,000.00	200,000.00	(14, 187.15)	200,000.00	1,479.17
WI St Txbl GO Bonds	1.857%	10/02/19	05/01/24	944	1.860%	275,000.00	275,000.00	0.00	275,000.00	2,127.81
CT ST Txble GO Bonds	3.000%	06/12/20	06/01/24	944	0.800%	240,000.00	260,402.40	(6,573.63)	253,828.77	2,400.00
Connectict St A Txbl Municipal Bonds	1.998%	06/12/20	07/01/24	1,005	2.000%	120,000.00	120,000.00	0.00	120,000.00	599.40
NYC. NY Txbl GO Bonds	1.790%	10/04/19	10/01/24	1,003	1.790%	675,000.00	675.000.00	0.00	675,000.00	6.041.25
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	1,097	1.120%	395,000.00	395,000.00	0.00	395,000.00	195.74
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	1,202	1.120%	100.000.00	100,707.00	(153.61)	100,553.39	314.50
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	1,370	1.260%	410,000.00	410,000.00	0.00	410,000.00	1,289.45
Los Angeles CCD, CA Txbl GO Bonds	0.773%	11/10/20	08/01/25	1,401	0.770%	275,000.00	275,000.00	0.00	275,000.00	354.29
MN St Txbl GO Bonds	0.630%	08/25/20	08/01/25	1,401	0.630%	740,000.00	740,000.00	0.00	740,000.00	777.00
FN AL2092	3.000%	03/06/18	07/25/27	2,124	2.980%	208,408.50	208,669.00	(99.44)	208,569.56	521.02
FN AP4718	2.500%	07/20/18	08/25/27	2,155	2.750%	158,949.58	155,795.40	1,114.59	156,909.99	331.14
Fannie Mae Pool	3.500%	04/05/18	02/01/28	2,315	3.230%	282,340.87	288,781.79	(2,288.15)	286,493.64	823.49
Fannie Mae Pool	3.500%	04/05/18	03/01/28	2,344	3.230%	54,111.30	55,345.71	(435.01)	54,910.70	157.82
FR ZT1267	2.500%	08/21/19	05/25/28	2,429	2.320%	198,519.03	201,279.71	(669.73)	200,609.98	413.58
FN CA1940	4.000%	07/11/18	06/01/28	2,436	3.640%	226,463.27	233,186.39	(2,190.78)	230,995.61	754.88
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	2,490	2.720%	244,717.07	250,949.72	(2,289.25)	248,660.47	611.79
Fannie Mae Pool	4.000%	03/18/19	03/25/29	2,733	3.630%	110,403.79	113,802.16	(867.35)	112,934.81	368.01
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	3,015	3.000%	106,084.90	112,317.39	(2,676.80)	109,640.59	309.41
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	3,227	2.630%	193,481.03	201,976.06	(3,275.04)	198,701.02	483.70
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	3,319	2.960%	165,176.78	175,887.47	(4,094.03)	171,793.44	481.77
FR ZS7331	3.000%	02/13/20	12/01/30	3,349	2.600%	345,031.51	358,078.03	(1,957.47)	356,120.56	862.58
FN FM1082	3.000%	08/19/19	09/25/31	3,647	2.720%	255,952.11	263,350.73	(1,299.89)	262,050.84	639.88
FG G16720	3.500%	01/25/19	11/15/31	3,698	3.340%	205,547.99	208,856.00	(692.99)	208,163.01	599.51
FG G16635	3.000%	04/18/19	02/15/32	3,790	2.930%	329,786.98	332,402.09	(499.82)	331,902.27	824.47
Fannie Mae Pool	3.500%	02/13/18	01/25/33 02/15/33	4,135	3.300% 3.730%	226,290.27	231,523.22	(1,275.01)	230,248.21	660.01
Freddie Mac Pool	4.000% 4.000%	06/07/18 12/20/18	03/25/33	4,156 4,194	3.760%	92,096.02 291,736.09	94,873.29 299,325.78	(626.00) (1,486.02)	94,247.29 297,839.76	306.99 972.45
FN CA1455 FN BM5830	4.000%	06/05/19	03/25/33	4,194	3.180%	302,271.86	299,325.78 313,607.05	(1,486.02) (1,754.53)	311,852.52	972.45 881.63
FN BM3830 FN FM0047	3.500%	06/05/19	12/01/34	4,590	2.450%	313,794,12	333,651.40	(1,754.53) (428.25)	333,223,15	784.49
FN FM2694	3.500%	06/05/19	04/25/34	4,810	2.450%	344,864.79	363,401.28	(1,886.28)	361,515.00	862.16
FN FM2094 FR SB0364	3.500%	06/21/21	06/01/35	4,992	2.830%	305,009.81	328,648.07	(455.21)	328,192.86	889.61
FN FM3701	2.500%	07/27/20	07/01/35	5,022	2.040%	273,556.84	289,585.57	(1,261.71)	288,323.86	569.91
FN FM5701	4.000%	03/19/21	11/01/35		3.230%	272,354.73	296,696.43	(867.06)	295,829.37	907.85
	4.000 /0	00/10/21	1101/00	5,145	0.20070	212,004.10	200,000.40	(007.00)	200,020.01	307.00

FUND SOURCE	COUPON P RATE	URCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)			PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 09/30/21
							JE				09/30/21
Water Fund Operating Reserve (01-121800) Contin	nued										
FHLMC Multifamily Structured Pool	2.396%	03/28/19	06/25/22	268			8,418.30	587,085.17	1,052.90	588,138.07	1,174.88
FHLMC Multifamily Structured Pool	2.716%	04/02/19	06/25/22	268			3,421.61	624,980.17	(1,230.09)	623,750.08	1,411.01
FHLMC Multifamily Structured Pool	2.355%	08/14/19	07/25/22	298	1.920%		3,292.94	468,939.33	(4,174.12)	464,765.21	909.21
FHLMC Multifamily Structured Pool FHLMC Multifamily Structured Pool	2.682% 2.510%	06/13/19 06/12/19	10/25/22 11/25/22	390 421	2.210% 2.240%		0,000.00	659,750.00 655,687.50	(6,786.84)	652,963.16 651,826.64	1,452.75
FNA 201-M7	2.280%	09/04/19	12/25/22	421	1.860%		7,004.23	199.585.18	(3,860.86) (1,648.39)	197,936,79	1,359.58 374.31
FNA 201-M7	2.280%	09/11/19	12/25/22	451	2.080%		4,571.05	366,842,68	(1,445.94)	365,396.74	692.68
FHLMC Series K032 A1	3.016%	06/13/18	02/01/23	489	2.960%		6,651.56	66,810.37	(112.93)	66,697.44	167.52
FHLMC Multifamily Structured Pool	2.669%	06/13/18	02/25/23	513			7,298.97	66,954.60	244.87	67,199.47	149.68
FHMS KP05 A1	3.203%	12/07/18	07/01/23	639	3.200%		4,813.39	24,813.31	0.05	24,813.36	66.23
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	755			2,667.10	441,319.59	(5,711.93)	435,607.66	988.28
FHMS K724 A2	3.062%	02/02/21	11/01/23	762	0.580%		0,000.00	362,963.28	(5,523.10)	357,440.18	867.57
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	878 907	2.600%		4,357.84	269,635.76	(3,260.87)	266,374.89	650.10
Fannie Mae ACES FHMS K731 A1	3.346% 3.481%	12/13/19 04/06/18	03/25/24 04/01/24	907	2.140% 3.110%		0,930.66	294,582.13 142,893.33	(5,807.43) (1,628.40)	288,774.70 141,264.93	783.33 406.38
FHMS KJ27 A1	2.092%	11/20/19	07/25/24	1,029	2.090%		5,408.45	235,402.77	(1,628.40)	235,405.05	406.38
FHMS K732 A1	3.627%	06/20/18	09/25/24	1,023	3.270%		4,196.10	269,476.33	(2,786.33)	266,690.00	798.53
FHMS KJ25 A1	2.149%	09/18/19	11/25/24	1,152			2,425.00	82,424.52	0.19	82,424.71	147.61
FHMS K043 A2	3.062%	03/19/20	12/25/24	1,182	1.950%	190	0,000.00	199,410.94	(3,050.86)	196,360.08	484.82
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,182			8,793.61	446,335.37	(3,156.93)	443,178.44	1,033.72
FHMS KJ28 A1	1.766%	02/19/20	02/01/25	1,220	1.770%		1,873.40	281,872.24	0.37	281,872.61	414.82
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/01/25	1,340	1.800%		9,326.36	341,022.99	(606.52)	340,416.47	535.85
FHMS KJ31 A1 FHMS K736 A1	0.569% 1.895%	10/20/20 09/04/19	05/25/26 06/01/26	1,698 1,705	2.780% 0.570%		5,115.18	627,416.86	(4,934.98)	622,481.88	1,609.04
FHMS K736 A1 FHMS K737 A1	2.116%	09/04/19 01/22/20	06/01/26	1,705	2.030%		8,556.30 9,155.29	218,551.93 491,598.14	0.73 (643.97)	218,552.66 490,954.17	103.63 862.54
FHR 4096 PA	1.375%	02/21/20	08/01/27	2,131	1.490%		8,355.24	385,199.86	678.06	385,877.92	444.99
FNR 2012-107 GA	1.500%	12/03/19 12/21/17	09/01/27	2,162	1.690%		8,736.73	195,988.57	646.68	196,635.25	248.42
FHS 287 150 FNR 2012-145 EA	1.500% 1.250%	02/07/20	10/01/27 01/01/28	2,192 2,284	1.840% 1.440%		9,095.55 3,680.93	212,522.68 200,792.80	2,533.27 598.69	215,055.95 201,391.49	273.87 212.17
FNR 2012-145 EA	1.750%	12/09/19	05/01/28	2,204	1.860%		3,419.17	409,930.95	750.49	410,681.44	602.90
FNR 2013-19 GE	2.500%	10/25/19	03/01/33	4,170	2.400%		8,715.97	200,889.42	(313.23)	200,576.19	413.99
Freddie Mac	3.000%	05/03/19	04/15/34	4,580	2.960%		5,374.78	398,325.68	(314.40)	398,011.28	990.94
FHR 3745 NP	4.000%	09/12/19	06/01/39	6,453	3.740%	73	2,972.93	75,581.14	(269.99)	75,311.15	243.24
FNR 2013-75 PC	2.500%	04/15/20	04/01/43	7,853	2.200%		3,157.51	266,843.84	(863.87)	265,979.97	527.41
FNR 2015-33 P	2.500%	02/14/20	06/01/45	8,645	2.400%		7,225.15	282,509.77	(337.12)	282,172.65	577.55
FNR 2016-19 AH	3.000%	07/08/20	04/25/46	8,973	2.580%		2,111.55	153,452.70	(537.29)	152,915.41	355.28
FHR 5000 LB FNR 2016-79 HA	1.250% 2.000%	08/07/20 06/05/20	07/25/46 11/25/46	9,064 9,187	1.160% 1.830%		7,190.09 3,459.15	323,434.79 231,629.40	(274.12) (405.12)	323,160.67 231,224.28	330.41 372.43
Federal Farm Credit Banks Notes	0.530%	03/10/20	01/18/22	110	0.610%		0,000.00	1,418,054.60	1,629.38	1,419,683.98	1,526.11
Freddie Mac Notes	0.375%	04/17/20	04/20/23	567	0.460%		5,000.00	1,391,512.50	1,684.83	1,393,197.33	2,339.53
Freddie Mac Notes	0.375%	05/05/20	05/05/23	582	0.390%		5,000.00	1,334,439.30	262.65	1,334,701.95	2,030.31
Fannie Mae Notes Freddie Mac Notes	0.250% 0.250%	05/20/20 06/24/20	05/22/23 06/26/23	599 634	0.350% 0.350%		0,000.00 5,000.00	1,415,725.80 1,291,218.60	1,939.98 1,595.44	1,417,665.78 1,292,814.04	1,272.08 854.34
Fannie Mae Notes	0.250%	07/08/20	07/10/23	648	0.320%		5,000.00	1,392,000.75	1,227.09	1,393,227.84	784.69
Freddie Mac Notes	0.250%	10/02/20	12/01/23	792	0.280%		0,000.00	509,495.10	138.79	509,633.89	414.38
Fannie Mae Notes	2.500%	02/07/19	02/05/24	858	2.580%		0.000.00	926,540,40	1,833.23	928,373.63	3,616.67
FHLB Bonds	2.500%	02/14/19	02/13/24	866	2.580%		0,000.00	1,016,389.20	1,898.44	1,018,287.64	3,400.00
Federal Farm Credit Banks Notes	0.875%	04/03/20	04/08/24	921	0.880%		0,000.00	1,420,000.00	0.00	1,420,000.00	5,970.90
Fannie Mae Notes	1.625%	01/08/20	01/07/25	1,195	1.690%		0,000.00	1,206,140.10	1,333.19	1,207,473.29	4,587.92
Federal Home Loan Bank Notes	0.500%	04/15/20	04/14/25	1,292	0.600%		0,000.00	1,054,742.40	1,536.35	1,056,278.75	2,458.61
annie Mae Notes	0.625%	06/01/20	04/22/25	1,300	0.500%		0,000.00	502,950.00	(803.19)	502,146.81	1,380.21
Fannie Mae Notes	0.625%	04/22/20	04/22/25	1,300	0.670%		5,000.00	1,222,476.50	726.34	1,223,202.84	3,381.51
Fannie Mae Notes Freddie Mac Notes	0.500% 0.375%	06/29/20 07/21/20	06/17/25 07/21/25	1,356 1,390	0.470% 0.480%		0,000.00	1,001,280.00	(323.35)	1,000,956.65	1,444.44
-reddie Mac Notes Federal Home Loan Bank Notes	0.375%	07/21/20 09/10/20	07/21/25	1,390	0.480%		0,000.00	417,908.40 149,550.00	498.82 95.24	418,407.22 149,645.24	306.25
Freddie Mac Notes	0.375%	09/10/20	09/04/25	1,435	0.440%		0,000.00	677,953.20	95.24 416.32	678,369.52	42.19 56.67
				1,404							
	Weighted Av	g Maturity	1,356		1.394%	\$ 72,468	3,333.17	\$ 72,816,124.65	(22,114.45)	\$ 72,794,010.20 \$	174,717.30

FUND SOURCE	COUPON P RATE	URCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 09/30/21
Nater Fund L-T Water Capital Reserve (01-121900)										
IIT - Money Market (PFM Asset Management)	0.025%	09/30/21	10/01/21	1	0.025%	96,700.01	96,700.01	0.00	96,700.01	
JS Treasury Notes	0.125%	06/14/21	05/31/23	608	0.160%	375,000.00	374,765.63 170,378.91	35.12 3,238.45	374,800.75 173,617.36	157 608
JS Treasury Notes	1.375%	08/31/17	06/30/23	638 638	1.850%	175,000.00 500.000.00	498,750.00	3,238.45	498,909,25	157
JS Treasury Notes	0.125% 1.875%	06/29/21 04/26/21	06/30/23 08/31/23	700	0.250% 0.430%	1,000,000.00	1,048,007.81	(6,167.94)		1,605
JS Treasury Notes JS Treasury Notes	2.125%	12/01/17	11/30/24	1,157	2.280%	475.000.00	470.416.99	2,507.01	472,924.00	3,392
JS Treasury Notes	2.125%	07/01/19	02/15/25	1,234	1.820%	250,000.00	252,412.11	(964.84)	251,447.27	638
JS Treasury Notes	2.125%	05/03/16	05/15/25	1,323	1.760%	150,000.00	154,558.59	(2,730.17)		1,203
JS Treasury Notes	2.875%	07/02/18	05/31/25	1,339	2.830%	250,000.00	250,732.42	(344.16)		2,415
JS Treasury Notes	0.250%	10/01/20	09/30/25	1,461	0.330%	340,000.00	338,578.91	279.84	338,858.75	2
JS Treasury Notes	2.250%	07/06/16	11/15/25	1,507	1.320%	105,000.00	113,613.28	(4,817.08)	108,796.20	892
JS Treasury Notes	2.250%	06/27/16	11/15/25	1,507	1.450%	115,000.00	123,036.52	(4,503.83)		977
JS Treasury Notes	0.375%	04/26/21	01/31/26	1,584	0.790%	1,000,000.00	980,468.75	1,762.30	982,231.05	631
JS Treasury Notes	1.625%	03/01/21	02/15/26	1,599	0.690%	500,000.00	522,792.97	(2,669.67)		1,037
JS Treasury Notes	1.625%	06/04/18	05/15/26	1,688	2.930%	250,000.00	227,099.61	9,583.27	236,682.88	1,534
JS Treasury Notes	1.625%	09/10/18	05/15/26	1,688	2.900%	275,000.00	250,980.47	9,563.25	260,543.72	1,687
JS Treasury Notes	2.000%	12/04/18	11/15/26	1,872	2.920%	225,000.00	210,445.31	5,167.64	215,612.95	1,699
JS Treasury Notes	0.500%	06/29/20	06/30/27	2,099	0.490%	500,000.00	500,195.31	(35.00)		631
JS Treasury Notes	2.250%	06/04/18	08/15/27	2,145	2.950%	250,000.00	236,035.16	5,048.63	241,083.79	718
JS Treasury Notes	2.250%	08/01/19	08/15/27	2,145	1.950%	250,000.00	255,566.41	(1,496.02)		718
JS Treasury Notes	0.500%	09/02/20	08/31/27	2,161	0.450%	200,000.00	200,671.88	(103.43)		85 2.124
JS Treasury Notes	2.250%	05/01/19	11/15/27	2,237	2.440%	250,000.00	246,328.13	1,039.52	247,367.65 200,096.86	420
JS Treasury Notes	0.625%	12/11/20	11/30/27	2,252	0.620%	200,000.00	200,109.38 199,476.56	(12.52) 54.83	199,531.39	315
JS Treasury Notes	0.625%	01/05/21	12/31/27 02/15/28	2,283 2,329	0.660% 2.710%	200,000.00 250,000.00	250,722.66	(213.17)		878
JS Treasury Notes	2.750% 2.875%	01/30/19 04/05/21	05/15/28	2,329	1.420%	385,000.00	422.717.97	(2.572.67)		4.180
JS Treasury Notes	1.250%	06/04/21	05/31/28	2,415	1.230%	500,000.00	500,664.06	(30.21)		2,100
JS Treasury Notes JS Treasury Notes	1.000%	08/02/21	07/31/28	2,496	0.990%	400,000.00	400,203.13	(4.61)		673
JS Treasury Notes	1.125%	09/02/21	08/31/28	2,527	1.070%	400,000.00	401,359.38	(14.90)		385
JS Treasury Notes	3.125%	05/01/19	11/15/28	2,603	2.470%	150,000.00	158,320.31	(2,108.13)		1,770
JS Treasury Notes	2.625%	06/03/19	02/15/29	2,695	2.120%	100,000.00	104,406.25	(1,055.86)		335
JS Treasury Notes	2.625%	04/01/19	02/15/29	2,695	2.490%	150,000.00	151,769.53	(447.54)	151,321.99	502
JS Treasury Notes	1.750%	02/03/20	11/15/29	2,968	1.560%	250,000.00	254,355.47	(736.69)	253,618.78	1,652
JS Treasury Notes	0.625%	06/29/20	05/15/30	3,149	0.650%	250,000.00	249,414.06	74.42	249,488.48	590
JS Treasury Notes	0.875%	12/11/20	11/15/30	3,333	0.880%	200,000.00	199,867.19	10.67	199,877.86	661
African Development Bank Supranational	1.625%	09/12/19	09/16/22	351	1.680%	160,000.00	159,748.80	170.83	159,919.63	108
ntl Bank of Recon & Dev	0.125%	04/13/21	04/20/23	567	0.230%	140,000.00	139,710.20	65.11	139,775.31	78
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	985	0.400%	425,000.00	424,745.00	26.48	424,771.48	495
nter-American Devel Bk Corp Notes	0.875%	04/13/21	04/20/26	1,663	0.970%	200,000.00	199,084.00	82.27	199,166.27	782
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	531	0.620%	60,000.00	60,000.00	0.00	60,000.00	16
Avondale School Dist, MI Txbl GO Bonds	1.650%	02/04/20	05/01/23	578	1.650%	100,000.00	100,000.00	0.00	100,000.00	687
Univ of CO Txbl Rev Bonds	2.569%	10/22/19	06/01/23	609	1.950%	75,000.00	76,617.00	(869.94) 0.00	75,747.06 55,000.00	642 149
Port Auth of NY/NJ Txbl Rev Bonds	1.086%	07/02/20	07/01/23	639 670	1.090%	55,000.00	55,000.00 70.000.00	0.00	70,000.00	203
ong Beach CCD, CA Txbl GO Bonds	1.743%	10/09/19	08/01/23	670	1.740% 1.970%	70,000.00 75,000.00	75,000.00	0.00	75,000.00	246
Tamalpais UHSD, CA Txbl GO Bonds	1.971% 2.080%	09/20/19 09/25/19	08/01/23 08/01/23	670	1.970%	175,000.00	175,906.50	(474.56)		606
NYC, NY Txbl GO Bonds	2.080%	11/07/19	11/15/23	776	1.950%	75,000.00	75,000.00	0.00	75,000.00	55
DR ST Dept of Trans Txbl Rev Bonds	1.950%	08/23/19	03/01/24	883	1.950%	200.000.00	200,000.00	0.00	200,000.00	32
Houston, TX Txbl GO Bonds	2.020%	10/24/19	03/15/24	897	2.020%	175,000.00	175,000.00	0.00	175,000.00	15
New York St Urban Dev Corp SAL Bonds TX ST Trans Comm Txbl GO Bonds	4.000%	12/11/19	04/01/24	914	1.990%	105,000.00	113,659.35	(3,633,29)		2.10
VI St Txbl GO Bonds	1.775%	02/11/20	05/01/24	944	1.780%	50,000.00	50,000.00	0.00	50,000.00	36
WI St Txbl GO Bonds	1.857%	10/02/19	05/01/24	944	1.860%	75,000.00	75,000.00	0.00	75,000.00	58
CT ST Txble GO Bonds	3.000%	06/12/20	06/01/24	975	0.800%	65,000.00	70,525.65	(1,780.36)		65
Connectict St A Txbl Municipal Bonds	1.998%	06/11/20	07/01/24	1.005	2.000%	30,000.00	30,000.00	0.00	30,000.00	14
Famalpais UHSD, CA Txbl GO Bonds	2.021%	09/20/19	08/01/24	1,036	2.020%	60,000.00	60,000.00	0.00	60,000.00	20
NYC, NY Txbl GO Bonds	1.790%	10/04/19	10/01/24	1,097	1.790%	170,000.00	170,000.00	0.00	170,000.00	1,52
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	1,262	1.120%	105,000.00	105,000.00	0.00	105,000.00	5
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	1,370		115,000.00	115,000.00	0.00	115,000.00	36
									75,000.00	

FUND SOURCE	COUPON F RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 09/30/21
Water Fund L-T Water Capital Reserve (01-121	900) Continued									
 FR ZT1267	2.500%	08/21/19	05/25/28	2,429	2.320%	51,707.27	52,426.34	(174.44)	52,251.90	107.72
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	2,490	2.720%	56,473.16	57,911.46	(528.29)	57,383.17	141.18
Fannie Mae Pool	4.000%	03/18/19	03/25/29	2,733	3.630%	23,418.97	24,139.86	(183.99)	23,955.87	78.06
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	3,015	3.000%	26,209.23	27,749.05	(661.34)	27,087.71	76.44
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	3,227	2.630%	29,022.17	30,296.42	(491.25)	29,805.17	72.56
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	3,319	2.960%	27,262.22	29,030.00	(675.71)	28,354.29	79.51
FR ZS7331	3.000%	02/13/20	12/01/30	3,349	2.600%	88,093.17	91,424.19	(499.78)	90,924.41	220.23
FN FM1082	3.000%	08/19/19	09/25/31	3,647	2.720%	65,242.71	67,128.63	(331.35)	66,797.28	163.11
FG G16635	3.000%	04/18/19	02/15/32	3,790	2.930%	70,668.64	71,229.01	(107.10)	71,121.91	176.67
FN BM5462	3.000%	06/21/19	11/25/32	4,074	2.800%	93,786.27	95,911.10	(361.11)	95,549.99	234.47
Freddie Mac Pool	4.000%	06/07/18	02/15/33	4,156	3.730%	28,337.18	29,191.71	(192.61)	28,999.10	94.46
FN CA1455	4.000%	12/20/18	03/25/33	4,194	3.760%	65,389.10	67,090.22	(333.07)	66,757.15	217.96
FN BM5830	3.500%	06/05/19	04/25/34	4,590	3.180%	75,567.96	78,401.75	(438.63)	77,963.12	220.41
FN FM0047	3.000%	06/17/21	12/01/34	4,810	2.450%	96,059.42	102,138.18	(131.10)	102,007.08	240.15
FR SB0364	3.500%	06/21/21	06/01/35	4,992	2.830%	91,188.51	98,255.61	(136.09)	98,119.52	265.97
FN FM3701	2.500%	07/27/20	07/01/35	5,022	2.040%	74,251.15	78,601.82	(342.47)	78,259.35	154.69
FN FM5714	4.000%	03/19/21	11/01/35	5,145	3.230%	74,617.73	81,286.68	(237.55)	81,049.13	248.73
FHLMC Multifamily Structured Pool	2.307%	09/04/19	08/25/22	329	1.780%	75,000.00	76,107.42	(788.92)	75,318.50	144.19
Fannie Mae ACES	2.280%	09/04/19	12/25/22	451	1.860%	47,552.76	48,175.75	(397.89)	47,777.86	90.35
Fannie Mae ACES	2.280%	09/04/19	12/25/22	451	1.860%	47,552.76	48,175.75	(397.89)	47,777.86	90.35
Fannie Mae ACES	2.280%	09/11/19	12/25/22	451	2.080%	88,312.27	88,862.53	(350.25)	88,512.28	167.79
FHMS KP05 A1	3.203%	12/07/18	07/01/23	639	3.200%	5,202.82	5,202.81	0.01	5,202.82	13.89
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	755	2.380%	83,205.20	84,869.13	(1,098.44)	83,770.69	190.05
FHMS K724 A2	3.062%	02/02/21	11/01/23	762	0.580%	95,000.00	101,416.21	(1,543.22)	99,872.99	242.41
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	878	2.600%	81,340.90	82,964.87	(1,003.34)	81,961.53	200.03
Fannie Mae ACES	3.346%	12/13/19	03/25/24	907	2.140%	71,169.08	74,627.44	(1,471.21)	73,156.23	198.44
FHMS KJ27 A1	2.092%	11/20/19	07/25/24	1,029	2.090%	61,654.58	61,653.07	0.61	61,653.68	107.48
FHMS K732 A1	3.627%	06/20/18	09/25/24	1,091	3.270%	75,484.60	76,993.24	(796.10)	76,197.14	228.15
FHMS KJ25 A1	2.149%	09/18/19	11/25/24	1,152	2.150%	19,021.16	19,021.04	0.05	19,021.09	34.06
FHMS K043 A2	3.062%	03/19/20	12/25/24	1,182	1.950%	50,000.00	52,476.56	(802.86)	51,673.70	127.58
FHMS K047 A1	2.827%	06/18/19	12/25/24	1,182	2.490%	112,310.23	114,240.57	(808.03)	113,432.54	264.58
FHMS KJ28 A1	1.766%	02/19/20	02/25/25	1,244	1.770%	73,213.86	73,213.56	0.10	73,213.66	107.75
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/25/25	1,364	2.780%	66,804.29	66,804.01	0.05	66,804.06	28.73
FHMS KJ32 A1	0.516%	11/18/20	06/25/25	1,364	0.520%	83,602.15	84,020.15	(149.43)	83,870.72	132.02
FHMS KJ31 A1	0.569%	10/20/20	05/25/26	1,698	1.820%	133,720.71	136,394.98	(1,072.82)	135,322.16	349.79
FHMS K736 A1	1.895%	09/04/19	06/25/26	1,729	1.820%	59,995.85	59,994.62	0.21	59,994.83	28.45
FHMS K737 A1	2.116%	01/22/20	06/25/26	1,729	2.030%	122,288.84	122,899.56	(160.99)	122,738.57	215.64
FHR 4096 PA	1.375%	02/21/20	08/15/27	2,145	1.490%	100,712.93	99,894.63	175.85	100,070.48	115.40
FNR 2012-145 EA	1.250%	02/07/20	01/25/28	2,308	1.440%	52,539.59	51,794.60	154.43	51,949.03	54.73
FNR 2013-39 MP	1.750%	12/09/19	05/25/28	2,429	1.860%	105,588.39	104,697.50	191.67	104,889.17	153.98
Fannie Mae	2.500%	10/25/19	03/25/33	4,194	2.400%	50,628.28	51,182.01	(79.80)	51,102.21	105.48
Freddie Mac	3.000%	05/03/19	04/15/34	4,580	2.960%	73,176.88	73,537.04	(58.04)	73,479.00	182.94
FHR 3745 NP	4.000%	09/12/19	06/01/39	6,453	3.740%	16,054.04	16,627.85	(59.40)	16,568.45	53.51
FNR 2015-33 P	2.500%	02/14/20	06/25/45	8,669	2.400%	71,032.76	72,386.82	(86.38)	72,300.44	147.98
FNR 2016-79 HA	2.000%	06/05/20	11/25/46	9,187	1.830%	56,334.24	58,393.97	(102.13)	58,291.84	93.89

FUND SOURCE	COUPON F RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	IN	CCRUED NTEREST)9/30/21
Water Fund L-T Water Capital Reserve (01-121900)	Continued					 					
Federal Farm Credit Banks Notes	0.530%	03/10/20	01/18/22	110	0.610%	370,000.00	369,493.10	424.56	369,917.66		397.65
Fannie Mae Notes	0.250%	06/01/20	05/22/23	599	0.310%	300,000.00	299,457.00	243.45	299,700.45		268.75
Fannie Mae Notes	0.250%	05/20/20	05/22/23	599	0.350%	365,000.00	363,901.35	498.66	364,400.01		326.98
Freddie Mac Notes	0.250%	06/24/20	06/26/23	634	0.350%	340,000.00	339,007.20	418.88	339,426.08		224.31
Fannie Mae Notes	0.250%	07/08/20	07/10/23	648	0.320%	390,000.00	389,161.50	343.06	389,504.56		219.38
Freddie Mac Notes	0.250%	12/02/20	12/04/23	795	0.280%	340,000.00	339,663.40	92.53	339,755.93		276.25
Fannie Mae Notes	2.500%	02/07/19	02/05/24	858	2.580%	195,000.00	194,274.60 214,238.90	384.39 400.16	194,658.99 214,639.06		758.33 716.67
FHLB Bonds Federal Farm Credit Banks Notes	2.500% 0.875%	02/14/19 04/03/20	02/13/24 04/08/24	866 921	2.580% 0.880%	215,000.00 345,000.00	345,000.00	400.18	345,000.00		1,450.68
Federal Home Loan Bank Notes	0.500%	04/03/20	04/14/25	1,292	0.600%	260,000.00	258,710.40	376.84	259,087.24		603.06
Fannie Mae Notes	0.625%	04/22/20	04/22/25	1,300	0.670%	320,000.00	319,340.80	189.74	319,530.54		883.33
Fannie Mae Notes	0.500%	06/29/20	06/17/25	1,356	0.470%	500.000.00	500,640,00	(161.68)	500,478.32		722.22
Freddie Mac Notes	0.375%	07/21/20	07/21/25	1,390	0.480%	115,000.00	114,427.30	136.58	114,563.88		83.85
Federal Home Loan Bank Notes	0.375%	09/10/20	09/04/25	1,435	0.440%	40,000.00	39,880.00	25.40	39,905.40		11.25
FNMA Notes	2.125%	04/26/16	04/24/26	1,667	2.210%	210,000.00	208,357.80	892.64	209,250.44		1,946.15
ENMA Notes	2.125%	06/04/18	04/24/26	1.667	3.070%	250,000.00	233,645.00	6,894.09	240,539.09		2,316.84
FNMA Benchmark Note	1.875%	12/20/18	09/24/26	1,820	2.970%	500,000.00	462,350.00	13,484.39	475,834.39		182.29
Fannie Mae Notes	0.750%	10/07/20	10/08/27	2,199	0.770%	210,000.00	209,699.70	41.96	209,741.66		756.88
Fannie Mae Notes	0.875%	08/05/20	08/05/30	3,231	0.930%	100,000.00	99,485.00	59.39	99,544.39		136.11
	Weighted Av	vo Maturity	1,623		1.373%	\$ 22,182,494.04	\$ 22.255.490.40	9,297.30	\$ 22,264,787.70	\$	67,466.43
Capital Reserve (01-122000)		,				 					
IIIT - Money Market (PFM Asset Management)	0.025%	09/30/21	10/01/21	1	0.025%	595,201.65	595,201.65	0.00	595,201.65		-
			0.1115-000	107	0.0000/		000 000 50	(0.007.05)	000.005.04		8.519.26
US Treasury Notes	2.250%	05/28/19	04/15/22	197	2.090%	820,000.00	823,683.59	(2,997.95) 6,828.90	820,685.64 863.111.32		8,519.26 5,450.56
US Treasury Notes	1.875%	05/09/19	05/31/22 05/31/22	243 243	2.220%	865,000.00 2,500,000.00	856,282.42 2,501,757.81	(1.367.90)			5,450.56
US Treasury Notes	1.875% 0.125%	06/03/19 06/29/20	05/31/22	243	1.850% 0.160%	2,500,000.00	2,498,046.88	1,225.38	2,499,272.26		789.74
US Treasury Notes	1.875%	06/29/20	05/31/22	213	1.810%	500,000.00	499,101.56	658.58	499,760.14		1.854.62
US Treasury Notes	1.625%	09/03/19	08/31/22	335	1.370%	3,145,000.00	3,168,218.94	(16,110.67)			4,376.50
US Treasury Notes US Treasury Notes	0.125%	03/12/21	02/28/23	516	0.150%	500,000.00	499,765.63	65.56	499,831.19		53.52
US Treasury Notes	0.125%	06/14/21	05/31/23	608	0.160%	975,000.00	974,390.63	91.32	974,481.95		409.58
US Treasury Notes	0.250%	06/29/20	06/15/23	623	0.180%	2,500,000.00	2,504,980.47	(2,112.09)			1.844.26
US Treasury Notes	1.250%	06/29/20	07/31/23	669	0.170%	1,000,000.00	1,033,125.00	(13,473.58)			2,105.98
US Treasury Notes	0.125%	08/02/21	07/31/23	669	0.180%	2,000,000.00	1,997,890.63	168.52	1,998,059.15		421.20
US Treasury Notes	0.125%	10/07/20	09/15/23	715	0.190%	950,000.00	948,107.42	632.04	948,739.46		52.49
US Treasury Notes	0.250%	11/27/20	11/15/23	776	0.200%	500,000.00	500,761.72	(215.12)	500,546.60		472.15
US Treasury Notes	0.125%	01/05/21	12/15/23	806	0.170%	1,000,000.00	998,789.06	301.61	999,090.67		368.85
US Treasury Notes	0.125%	01/05/21	12/15/23	806	0.170%	750,000.00	748,095.70	390.98	748,486.68		119.74
US Treasury Notes	0.125%	03/01/21	02/15/24	868	0.270%	2,600,000.00	2,589,031.25	2,155.12	2,591,186.37		415.08
US Treasury Notes	0.125%	04/26/21	02/15/24	868	0.300%	3,000,000.00	2,985,703.13	2,192.00	2,987,895.13		478.94
US Treasury Notes	0.250%	04/01/21	03/15/24	897	0.340%	2,500,000.00	2,493,261.72	1,122.00	2,494,383.72		276.24
US Treasury Notes	0.375%	04/26/21	04/15/24	928	0.340%	3,000,000.00	3,002,929.69	(424.32)	3,002,505.37		5,194.67
US Treasury Notes	0.250%	06/02/21	05/15/24	958	0.300%	1,700,000.00	1,697,343.75	293.77	1,697,637.52		1,605.30
US Treasury Notes	0.250%	06/29/21	06/15/24	989	0.460%	750,000.00	745,371.09	398.23	745,769.32		553.28
US Treasury Notes	1.125%	09/02/21	02/28/25	1,247	0.520%	2,000,000.00	2,041,953.13	(954.23)	2,040,998.90		1,926.80
African Development Bank Supranational	1.625%	09/12/19	09/16/22	351	1.680%	455,000.00	454,285.65	485.81	454,771.46		308.07
Intl Bank of Recon & Dev	0.125%	04/13/21	04/20/23	567	0.230%	415,000.00	414,140.95	192.99	414,333.94		232.00
Inter-American Devel Bk Corp Notes	0.500%	04/17/20	05/24/23	601	0.510%	495,000.00	494,831.70	78.54	494,910.24		873.13
Asian Development Bank Corp Notes Asian Development Bank Corp Notes	0.375% 0.625%	06/02/21 10/06/21	06/11/24 10/08/24	985 1,104	0.400% 0.640%	1,270,000.00 420,000.00	1,269,238.00 419,773.20	79.11 0.00	1,269,317.11 419,773.20		1,481.67 -
NYC, NY Txbl GO Bonds	1.680%	10/04/19	10/01/21	1	1.680%	185,000.00	185,000.00	0.00	185,000.00		1,554.00
Connectict St A Txbl Municipal Bonds	2.500%	06/11/20	07/01/22	274	1.660%	35,000.00	35,588.70	(374.41)			218.75
Tamalpais UHSD, CA Txbl GO Bonds	1.925%	09/20/19	08/01/22	305	1.930%	370,000.00	370,000.00	0.00	370,000.00		1,187.08
NYC, NY Txbl GO Bonds	1.690%	10/04/19	10/01/22	366	1.690%	180,000.00	180,000.00	0.00	180,000.00		1,521.00
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	531	0.620%	175,000.00	175,000.00	0.00	175,000.00		48.38
WI St Txbl GO Bonds	1.749%	02/13/20	05/01/23	578	1.750%	110,000.00	110,000.00	0.00	110,000.00		801.63
Avondale School Dist, MI Txbl GO Bonds	1.650%	02/04/20	05/01/23	578	1.650%	245,000.00	245,000.00	0.00	245,000.00		1,684.38
Univ of CO Txbl Rev Bonds	2.569%	10/22/19	06/01/23	609	1.950%	190,000.00	194,096.40	(2,203.84)	191,892.56		1,627.03
Port Auth of NY/NJ Txbl Rev Bonds	1.086%	07/02/20	07/01/23	639	1.090%	165,000.00	165,000.00	0.00	165,000.00		447.98
AZ Tran Board Txbl Rev Bonds	1.795%	02/12/20	07/01/23	639	1.800%	945,000.00	945,000.00	0.00	945,000.00		4,240.69
NYC, NY Txbl GO Bonds	2.080%	09/25/19	08/01/23	670	1.940%	465,000.00	467,408.70	(1,260.96)			1,612.00
CT ST Txble GO Bonds	3.000%	06/12/20	06/01/24	975	0.800%	165,000.00	179,026.65	(4,519.37)			1,650.00
CT ST Txble GO Bonds	0.508%	06/04/21	06/01/24	975	0.510%	540,000.00	540,000.00	0.00	540,000.00		891.54
Los Angeles CCD, CA Txbl GO Bonds	0.773%	11/10/20	08/01/25	1,401	0.770%	225,000.00	225,000.00	0.00	225,000.00		289.88

Capital Reserve (01-122000) Continued FN AB565 3.000, 040018 0325/20 541 2.000%, 108, 108, 108, 108, 108, 108, 108, 108	
TN AL2022 3.000% 0.0306/18 0.0725/27 2,124 2.688% 158,821.60 159,820.12 (75.76) 156,944.34 Fannie Mae Pool 3.500% 0.0405/18 0.0252/28 2.338 3.230% 128,251.60 153.01(160.678) 2.337.44.75 Fannie Mae Pool 3.500% 0.0405/18 0.0252/28 2.398 3.230% 155.0710 109,100.08 (17.91.68.51 FR CA1940 4.0000% 007/11118 0.0025/22 2.248 3.404% 153.071.52 157.447 (15.67.53) 167.741.91 FA CA1940 4.0000% 007/1118 0.0025/22 2.830% 273.565.50 2.94.766.83 614.20 343.060.56 FHLMC Multifamily Structured Pool 2.366% 0.402719 0.025/22 288 2.470% 343.244.03 342.466.36 614.20 343.080.56 FHLMC Multifamily Structured Pool 2.366% 0.402719 0.025/22 288 2.470% 343.244.03 342.466.36 614.20 343.080.56 FHLMC Multifamily Structured Pool 2.366% 0.40	
FN AL2002 3.000% 0.300% b 0.725/27 2.12 2.686% b 158.821.60 159.202.12 (75.78) b 159.844.34 Fannie Mae Pool 3.500% b 0.0405/18 0.225/28 2.330 b 2.35.20% b 2.55.267.1 128.40.04 b (1.015.03) b 157.100 b 157.100 b 157.100 b 157.100 b 157.101 b 128.11 b 128	61.24
Tamine Mae Pool 3500% 0405/18 0222/28 2368 3230% 125/287/1047 129/140.04 (1,015.03) 128/125.01 Famine Mae Pool 3500% 0405/16 0425/28 2.390 357/015 155/016.73 157/016.73	397.05
Famile Mae Pool 3.500% 0.405/18 0.405/28 2.399 3.240% 155,701.07 159,107.03 (1,190.08) 157,716.15 FR Z11267 2.500% 0.400% 7/1118 0.001/28 2.230% 155,711.59 157,716.11 (467.90) 157,161.21 FN CA1940 4.000% 0/11118 0.001/28 2.436 3.600% 65,724.57 (1,585.72) 167,198.85 FR BI0364 3.500% 062/121 06101/35 4.992 2.830% 273,565.50 294,766.83 (408.28) 244,385.85 FHLMC Multifamily Structured Pool 2.396% 04/02/19 062/222 288 2.470% 343,244.03 342,466.36 614.20 343,080.56 FHLMC Multifamily Structured Pool 2.396% 04/02/19 062/222 288 2.807% 315,314.9 312,77.44 (2,441.96) 316,435.86 FHLMC Multifamily Structured Pool 2.307% 06/04/19 062/222 328 1.787% 422,000.10 24,853.46 343,080.56 FHLMC Multifamily Structured Pool 2.307%<	686.25
FR 271287 Com 2.500% 082/119 05/25/28 2/4/29 2/3/20% 137/3159 137/31511 (475790) 137/161.21 FM CA 1940 4.000% 0/01/18 0/00/128 2/436 3/40/% 163,916.29 1188,782.57 107,1616.85 167,784.19 107,161.21 FR SB0264 3.500% 0/02/19 0/02/22 2/33 3/30/% 65,238.56 67,246.72 (158,782.75) 0/02/19 0/02/22 2/30/% 2/37,565.50 2/47/68.36 614.20 3/43,000.56 FHLMC Multifamily Structured Pool 2.389% 0/40/219 0/02/22 2/8 2/470% 3/43,244.03 3/42,466.36 614.20 3/43,000.56 FHLMC Multifamily Structured Pool 2.355% 0/04/19 0/02/22 2/8 2/470% 3/43,244.03 3/42,466.36 614.20 3/43,000.56 FHLMC Multifamily Structured Pool 2.355% 0/04/19 0/02/22 2/8 2/470% 3/15,433.48 3/12,77.64 (2/4,98.96 2/47.90 1/2/12 1/2/12 1/2/16 1/2/2/2/2	368.26
PN C.1940 4.000% 07/11/18 0601/28 2.436 3.40% 163.916.29 198.782.57 (158.572) 107.196.85 FR SB0364 3.500% 0621/21 050175 4.992 2.330% 273,565.50 284,766.83 (408.29) 224,356.55 FHLMC Multifamily Structured Pool 2.386% 04/02/19 062522 288 2.470% 343,244.03 342,466.36 614.20 343,080.56 FHLMC Multifamily Structured Pool 2.716% 04/02/19 062522 288 2.470% 343,244.03 342,466.36 614.20 343,080.56 FHLMC Multifamily Structured Pool 2.356% 04/02/19 062522 288 2.470% 343,244.03 342,466.36 614.20 343,080.56 FHLMC Multifamily Structured Pool 2.357% 06/41/19 062522 288 2.400% 439,277.85 (2.451.96) 42,241.90 75.25 788 42,041.90 76.35.97 (2.461.96) 42,53.55.1 FHLMC Multifamily Structured Pool 2.807% 06/1319 002522 32.90 2.100%	454.13
Tamine Mane Pool 4.000% 03/18/19 03/25/29 2.7.33 3.630% 65/238.58 67/246.72 (512.53) 66,734.19 FR SB0364 3.500% 06/21/21 06/01/35 4.992 2.830% 55 294,766.35 (402.29) 2243,585.55 FHLMC Multifamily Structured Pool 2.366% 04/02/19 06/25/22 268 2.470% 343,244.03 342,466.36 614.20 343,080.56 FHLMC Multifamily Structured Pool 2.365% 08/41/19 07/25/22 288 2.530% 419,277.84 (2,841.96) 316,435.88 FHLMC Multifamily Structured Pool 2.365% 08/41/19 07/25/22 298 1.250/00 0.458,750.00 (4,698.59) 452,051.42 FHLMC Multifamily Structured Pool 2.682% 06/31/19 10/25/22 300 2.10% 450,000.00 453,953.01 (4,698.59) 452,051.42 FHLMC Multifamily Structured Pool 2.682% 06/31/19 10/25/22 10/20% 244,050.00 453,953.01 (4,698.59) 452,051.42 FHLMC Multifamily Structured P	282.77 546.39
FR SB0364 3.500% 06/21/21 06/01/35 4.992 2.830% 273,565.50 294,766.83 (408.26) 294,358.55 FHLMC Multifamily Structured Pool 2.369% 04/02/19 06/25/22 268 2.470% 343,244.03 342,466.36 614.20 343,080.56 FHLMC Multifamily Structured Pool 2.369% 04/02/19 06/25/22 268 2.470% 343,244.03 342,466.36 614.20 343,080.56 FHLMC Multifamily Structured Pool 2.367% 09/47/19 06/25/22 288 1.500% 315,433.49 319.277.84 (2.841.96) 316.435.88 FHLMC Multifamily Structured Pool 2.607% 09/47/19 00/25/22 329 1.700% 245,000.00 245,375.00 (2.672.90) 451,764.60 Fhum Multifamily Structured Pool 2.607% 09/17/19 11/25/22 41 2.240% 450,000.00 456,750.39 247,380.41 Fhum Kuttarinily Structured Pool 2.607% 09/27/21 11/25/25 1.200% 43,437.54 (818.77) 49,397.56 143,455.67	217.46
FHL MC Multifamily Structured Pool 2.369% 04/02/19 06/25/22 286 2.470% 343.244.03 342,466.36 614.20 343.080.56 FHLMC Multifamily Structured Pool 2.355% 08/14/19 07/25/22 286 2.630% 479.807.75 FHLMC Multifamily Structured Pool 2.365% 08/14/19 07/25/22 286 2.630% 479.807.75 FHLMC Multifamily Structured Pool 2.687% 06/13/19 10/25/22 329 1780% 225.900.00 2.587.60 04/23.95 51 FHLMC Multifamily Structured Pool 2.567.60 06/13/19 10/25/22 241 2.40% 450.000.00 455.950.00 (4.988.58) 452.0554 FHLMC Multifamily Structured Pool 2.569% 06/13/18 02/25/23 513 2.900% 246.821.40 246.393.93.4 (077.93) 247.463.93 247.463.93 247.463.93 247.463.93 247.463.93 247.463.93 247.463.93 247.463.93 247.463.93 247.463.93 247.463.93 247.463.93 247.463.93 247.463.93 247.463.93.93.93 (075.97.93) 1	797.90
FHLMC Multiminity Structured Pool 2.716% 04/02/19 06/25/22 228 630% 479,555.08 440,753.97 (946.22) 479,807.75 FHLMC Multifamily Structured Pool 2.357% 09/04/19 08/25/22 298 150/03.43 319,277.84 (2,841.96) 226.955.51 FHLMC Multifamily Structured Pool 2.662% 06/13/19 10/25/22 309 2.70% 450,000.00 4453,837.00 (4,898.56) 452.051.42 FHLMC Multifamily Structured Pool 2.660% 06/13/19 10/25/22 421 2.40% 450,000.00 4453,837.40 (47,898.56) 483,355.07 FHLMC Multifamily Structured Pool 2.669% 06/13/18 02/25/23 513 2.70% 49,400.73 49,207.63 179.97 49,337.60 FHLMC Settiste K032 A1 2.069% 06/13/18 02/25/23 513 2.70% 49,400.73 49,207.63 179.97 49,337.60 FHMS K/27 A1 2.069% 06/13/18 02/25/24 10/2 2.0003.15 63/444.06 199,303.366.20 159/37.14 199,737.62	685.35
FHL MC Multifamily Structured Pool 2.355% 08/14/19 07/25/22 2.28 1.270% 216,433.49 319,277.84 (2,841.96) 316,435.88 FHLMC Multifamily Structured Pool 2.882% 06/13/19 10/25/22 329 1.760% 225,000.00 228,322.27 (2,366.76) 225,955.51 FHLMC Multifamily Structured Pool 2.510% 06/12/19 11/25/22 421 2.240% 450,000.00 453,937.50 (2,672.90) 451,224.60 Famic Mae ACES 2.260% 09/11/19 11/25/22 421 2.240% 450,000.00 248,307.50 (2,672.90) 451,244.60 FHLMC Science K032 A1 3.061% 06/13/18 02/12/32 513 2.700% 44,860.73 49,207.63 1179.97 49,385.67 FHLMC Science K032 A1 2.062% 10/22/21 10/12/37 720.56 248,800.00 02.98.910.94 (4,544.44) 249,362.50 Famic Mae ACES 3.064% 12/13/19 02/25/24 1.029 2.400% 159,714.44 159,737.45 159,97.94 159,737.94 159,7	685.35
FHL Kutifismily Structured Pool 2.307% 090/419 09(25/22 32 1780% 225,000.00 228,322.27 (2.366,76) 225,955.51 FHL KC Multifamily Structured Pool 2.85% 06/13/19 10/25/22 320 2.10% 450,000.00 456,750.00 (4.698,56) 452,005.14/2 Famile Mae ACES 2.260% 06/11/19 11/25/22 451 2.060% 248,323.44 (878,39) 247,304.41 FHLMC Multifamily Structured Pool 2.868% 06/13/18 02/21/23 469 2.960% 48,322.40 448,437.54 (81.87) 49,387.60 FHLMC Science K032 A1 3.016% 06/13/18 02/21/23 469 2.960% 48,322.40 48,480.47 49,387.60 FHMS K037 A1 2.066% 02/21/23 760 2.160% 24,460.73 49,207.63 (19,910.44 (4,548.44) 243,362.50 FHMS K047 A1 2.029% 11/01/12 71/20.74 1.102 2.029% 196,443.30 0.15 196,442.53 FHMS K047 A1 2.2827% 06/181/18	1,085.39 619.04
FHL W. Multifamily Structured Pool 2.82% 06/13/16 102/5/2 30 2.210% 450,000.00 456,750.00 (4.698.56) 452,051.42 FHLMC Multifamily Structured Pool 2.510% 06/12/19 11/2/5/22 421 2.240% 450,000.00 453,937.50 (2.67.20) 441,264.60 FHLMC Multifamily Structured Pool 2.680% 06/13/16 02/01/23 489 2.960% 48,322.40 48,437.54 (81.87) 44,355.67 FHLMC Multifamily Structured Pool 2.689% 06/13/16 02/01/23 613 2.790% 44,460.73 49,207.63 179.97 49,387.60 FHLMC Multifamily Structured Pool 2.689% 06/13/16 02/02/24 10/01/23 762 0.580% 280,000.00 289,910.94 (4,548.44) 294,382.50 Famio Mac ACES 3.046% 12/10/19 07/25/24 1.782 2.090% 159,741.44 159,739.762 1.54 159,739.16 FHMS KJ27 A1 2.062% 1.1619 12/02/24 1.429 2.090% 159,741.74 156,832.30	432.56
FHLMC Multiamily Structured Pool 2.510% 06/12/19 11/25/22 421 2.240% 450,000.00 453,397.50 (2.672.90) 451,264.60 Fanni Mae ACES 2.280% 09/11/19 1225/22 451 2.080% 246,821.40 248,835.34 (978.93) 247.380.41 FHLMC Structured Pool 2.669% 06/13/18 02/2121 418 2.960% 48,322.40 48,437.54 (81.87) 49,387.60 FHMS KIZ4 A2 3.062% 02/02/21 11/01/23 676 5680% 200.001 298,910.94 (4.548.44) 2943.52.50 FAMS KIZ7 A1 2.029% 11/2/19 072.51/24 1.029 2000% 159,741.44 159,737.62 1.54 159,739.16 FHMS KIZ7 A1 2.827% 06/18/19 11/20/0 0672/52 1.364 505.0% 105,527.19 (2,160.99) 303,366.20 FHMS KIZ3 A1 0.569% 10/20/20 05/25/26 1.364 505.70% 175,702.11 175,698.61 0.59 175,699.20 FNR 2012-107 GA 1.500% <td>1,005.75</td>	1,005.75
Famile Map. ACES 2 200% 001111/9 1225/22 451 2.080% 246,821,40 248,359,34 (978,93) 247,380,41 FHLMC Multifamily Structured Pool 2.669% 06/13/18 02/25/23 513 2.790% 49,460,73 49,207,63 179.97 49,337.60 FHLMC Multifamily Structured Pool 2.669% 06/13/18 02/25/23 513 2.790% 49,460,73 49,207,63 179.97 49,337.60 Famile Mae ACES 3.062% 02/02/21 11/01/23 762 0.590% 280,000.00 298,910.94 (4,548.44) 294,362.50 FHMS KUZ7 A1 2.002% 11/20/19 07/25/24 1.029 2.060% 159,741.44 159,737.62 1.54 159,738.16 FHMS KUZ7 A1 0.569% 10/20/20 05/22/26 1.680 0.570% 175,702.11 175,7599.61 0.59 175,799.20 FHMS KUZ7 A1 0.569% 10/20/20 06/25/26 1.680% 2561,701.08 259,574.77 456.93 260,031.70 FNR 2012-107 GA 1.500%	941.25
FHLMC Series K032 A1 3 0169 06/13/18 02/01/23 489 2 960% 48,322 40 48,437 54 (81.87) 48,355.67 FHLMC Multifamily Structured Pool 2.669% 06/13/18 02/25/23 513 2.790% 49,400.73 49,207.63 179.97 49,387.60 FAMIS K72 A2 3.062% 02/02/21 11/10/12 762 0.580% 280,000 286,910.34 (4,548.44) 294,362.50 Famis Mae ACES 3.346% 12/13/19 03/25/24 10/22 2.080% 159,714.14 159,737.62 1.54 159,739.16 FHMS KJ27 A1 2.827% 06/18/19 12/25/24 1,822 2.080% 300,364.67 305,527.19 (2,160.99) 303,365.20 FHMS KJ31 A1 0.569% 10/20/20 05/25/26 1,698 0.570% 175,702.11 175,698.61 0.59 175,699.20 FNR 2012-107 GA 1.3075% 02/21/20 08/15/27 2,145 1.490% 283,644.18 241,072.49 344,638.78 FNR 2013-33 P 2.500% 02/21/2	468.96
FHLMC Multifamily Structured Pool 2.669% 06/13/18 02/25/23 513 2.709% 49/460.73 42/207.63 179.97 49/387.60 FHMS K/24 A2 3.062% 02/02/21 11/01/23 762 0.580% 280,000.00 296,910.94 (4,548.44) 294,362.50 Fannie Mae ACES 3.346% 12/31/10 03/25/24 907 2.140% 191,032.84 200,315.86 (3,949.06) 199,366.80 FHMS K07A 1 2.082% 11/20/10 07/25/24 1,182 2.490% 300,364.67 305,527.19 (2,160.99) 303,366.20 FHMS K037 A1 0.516% 11/18/20 06/25/25 1,364 0.520% 196,483.19 196,482.38 0.15 196,482.53 FHM K032 A1 0.569% 10/20/20 55/25/27 2,146 1.490% 261,701.08 259,574.77 456.93 260,031.70 FNR 2012-107 GA 1.375% 02/21/20 08/15/27 2,145 1.490% 283,464.18 281,072.46 514.58 281,587.04 FNR 2013-39 MP 1.750	121.45
FHMS K724 A2 3,062% 02/02/1 11/01/23 762 0.580% 280,000.00 298,910.94 (4,548.44) 294,382.50 Fannie Mae ACES 3,346% 12/13/19 03/25/24 907 2.140% 191,032.84 200,315.86 (3,949.06) 196,366.80 FHMS KJ27 A1 2.092% 11/20/19 03/25/24 1,029 2.090% 159,741.44 159,737.62 1.54 159,739.16 FHMS KJ32 A1 0.569% 01/20/20 06/25/25 1,364 0.520% 196,482.19 196,482.39 0.15 196,482.53 FHMS KJ31 A1 0.569% 10/20/20 06/25/25 1,480 0.570% 175,702.11 175,698.61 0.59 175,699.20 FNR 2013-39 MP 1.375% 02/21/20 08/15/27 2,145 1.490% 261,701.08 259,574.77 456.93 260,031.70 FNR 2013-39 MP 1.375% 02/21/20 08/15/27 2,145 1.490% 261,701.08 259,574.77 456.93 260,031.70 FNR 2012-107 GA 1.500% 12	110.01
FHMS KUZ7 A1 2.002% 11/20/19 07/25/24 1,029 2.000% 159,741.44 159,737.62 1.54 159,733.16 FHMS K047 A1 2.827% 06/18/19 12/25/24 1,182 2.490% 300,364.67 305,527.19 (2,160.99) 303,366.20 FHMS KJ32 A1 0.569% 11/18/20 06/25/25 1,644 .520% 196,483.39 196,482.38 0.15 195,462.38 0.59 175,699.20 FHMS KJ31 A1 0.569% 10/20/20 05/25/26 1,49% 261,701.08 259,574.77 456.93 260,031.70 FNR 2012-107 GA 1.500% 12/03/19 09/27/27 2,186 1.890% 136,077.66 134,195.99 442.79 134,638.78 FNR 2013-33 PMP 1.000% 09/12/19 06/15/39 6,467 3.740% 49,621.62 51,395.20 (183.59) 51,211.61 FNR 2013-33 P 2.500% 02/14/20 06/25/45 8,669 2.400% 186,461.04 190,015.46 (226.75) 188,784.71 Freddie Mac Notes	714.47
FHMS K047 A1 2.827% 06/18/19 12/25/24 1,182 2.490% 300,364.67 305,527.19 (2,160.99) 303,366.20 FHMS KJ32 A1 0.516% 11/18/20 06/25/25 1,364 0.520% 196,483.19 196,482.38 0.15 196,482.53 FHMS KJ31 A1 0.569% 10/20/20 05/25/26 1,698 0.570% 175,702.11 175,698.61 0.59 175,693.26 FNR 2012-107 GA 1.305% 02/21/20 08/15/27 2,145 1.490% 261,701.08 259,574.77 456.93 260,031.70 FNR 2013-39 MP 1.750% 12/03/19 09/25/27 2,186 1.690% 283,464.18 281,072.46 514.58 281,587.04 FNR 2013-39 MP 1.750% 12/09/19 06/15/39 6,467 3.740% 49,621.62 51,395.20 (183.59) 51,211.61 FNR 2015-33 P 2.500% 02/14/20 06/25/42 2.40% 920,000.00 917,920.80 1,235.59 919,156.39 Freddie Mac Notes 0.375% 0/172/12 07/25/22 298 0.240% 920,000.00 917,920.80 1,235.59 <td>532.66</td>	532.66
FHMS KJ32 A1 FHMS KJ32 A1 0.516% 11/18/20 06/25/25 1,364 0.520% 196,482.38 0.15 196,482.53 FHMS KJ31 A1 0.569% 10/20/20 05/25/26 1,998 0.570% 175,702.11 175,698.61 0.59 175,699.20 FHR 4096 PA 1.375% 02/21/20 08/15/27 2,145 1.490% 261,701.08 259,574.77 456.93 260,031.70 FNR 2012-107 GA 1.500% 12/03/19 09/25/27 2,186 1.690% 136,077.68 134,195.99 442.79 134,638.78 FNR 2013-39 MP 1.750% 12/09/19 05/25/25 8,669 2.400% 186,461.18 281,072.46 514.58 281,587.04 FNR 2015-33 P 2.500% 02/14/20 06/25/55 8,669 2.400% 186,461.04 190,015.46 (226.75) 189,788.71 Freddie Mac Notes 0.530% 03/10/20 01/18/22 110 0.610% 965,000.00 963,677.95 1,107.29 964,785.24 Freddie Mac Notes 0.530% 03/10/20 <td>278.48</td>	278.48
FIND K02 FM 0.569% 10/20/20 0.5/25/26 1,698 0.570% 175,702.11 175,698.61 0.59 175,699.20 FHR 4096 PA 1.375% 0/2/21/20 08/15/27 2,145 1.490% 261,701.08 259,574.77 456.93 260,031.70 FNR 2012-107 GA 1.500% 12/03/19 09/25/27 2,186 1.690% 136,077.68 134,195.99 442.79 134,638.78 FNR 2013-39 MP 1.750% 12/09/19 05/25/28 2,429 1.860% 283,464.18 281,072.46 514.58 281,587.04 FNR 2015-33 P 2.500% 02/14/20 06/25/45 8,669 2.400% 186,461.04 190,015.46 (226.75) 189,788.71 Freddie Mac Notes 0.337% 0.4/17/20 07/25/22 298 0.240% 920,000.00 917,920.80 1.235.59 919,156.39 Freddie Mac Notes 0.375% 0/1/20/20 07/25/22 298 0.240% 920,000.00 917,920.80 1.235.59 919,156.39 Freddie Mac Notes 0.375% <td>707.61</td>	707.61
FIR 2012-107 GA 1.500% 12/03/19 09/25/27 2,186 1.690% 136,077.68 134,195.99 442.79 134,638.78 FIR 2013-39 MP 1.750% 12/09/19 05/25/28 2,429 1.860% 283,464.18 281,072.46 514.58 281,557.04 FIR 3745 NP 4 0.00% 09/12/19 06/15/39 6,467 37,40% 49,621.62 513,95.20 (183.59) 51,211.61 FNR 2015-33 P 2.500% 02/14/20 06/25/45 8,669 2.400% 186,461.04 190,015.46 (226.75) 189,788.71 Federal Farm Credit Banks Notes 0.530% 03/10/20 01/18/22 110 0.610% 965,000.00 963,677.95 1,107.29 964,785.24 Freddie Mac Notes 0.375% 0/1/21/20 07/25/22 298 0.240% 920,000.00 913,920.80 1,235.59 919,156.39 Freddie Mac Notes 0.375% 0/1/21/20 07/25/22 298 0.240% 920,000.00 933,662.50 646.15 534,308.65 Francie Mac Notes 0.375% 05/05/20 05/05/23 582 0.390%	84.49 83.31
FINR 2012-107 GA 1.500% 12/03/19 09/25/27 2,186 1.690% 136,077.68 134,195.99 442.79 134,638.78 FINR 2013-39 MP 1.750% 12/09/19 05/25/28 2,429 1.860% 283,464.18 281,072.46 514.58 281,557.04 FNR 2015-33 P 2.500% 02/14/20 06/15/39 6,467 37,40% 49,621.62 513,95.20 (183.59) 51,211.61 FNR 2015-33 P 2.500% 02/14/20 06/25/45 8,669 2.400% 186,461.04 190,015.46 (226.75) 189,788.71 Federal Farm Credit Banks Notes 0.530% 03/10/20 01/18/22 110 0.610% 965,000.00 963,677.95 1,107.29 964,785.24 Freddie Mac Notes 0.125% 07/21/20 07/25/22 298 0.240% 920,000.00 917,920.80 1,235.59 919,156.39 Freddie Mac Notes 0.375% 0/17/20 07/25/22 298 0.240% 920,000.00 917,920.80 1,235.59 919,156.39 Freddie Mac Notes 0.375% 05/05/20 05/05/23 582 0.390% 910,000.00 <td>299.87</td>	299.87
FNR 2013-39 MP 1.750% 12/09/19 05/25/2/8 2.429 1.860% 283,464.18 281,072.46 514.58 281,587.04 FNR 2013-39 MP 4.000% 09/12/19 06/15/39 6,467 3.740% 49,621.62 51,395.20 (183.59) 51,211.61 FNR 2015-33 P 2.500% 02/14/20 06/25/45 8,669 2.400% 186,461.04 190,015.46 (227.57) 189,788.71 Federal Farm Credit Banks Notes 0.125% 07/21/20 07/22/2 298 0.240% 920,000.00 963,677.95 1,107.29 964,785.24 Freddie Mac Notes 0.375% 04/17/20 07/22/2 298 0.240% 920,000.00 903,617.80 179.04 909,796.84 Freddie Mac Notes 0.375% 05/05/20 05/02/20 55/22/23 599 0.350% 970,000.00 906,17.80 179.04 909,796.84 Frannie Mae Notes 0.250% 05/20/20 05/22/23 599 0.310% 2.000,000.00 1.996,780.00 1,325.20 968,405.50 <td< td=""><td>170.10</td></td<>	170.10
FHR 3745 NP 4,000% 09/12/19 06/15/39 6,467 3.740% 49,621.62 51,395.20 (183.59) 51,211.61 FNR 2015-33 P 2.500% 02/14/20 06/25/45 8,69 2.400% 186,461.04 190,015.46 (226.75) 189,788.71 Federal Farm Credit Banks Notes 0.530% 03/10/20 01/18/22 110 0.610% 965,000.00 963,677.95 1,107.29 964,785.24 Freddie Mac Notes 0.125% 07/21/20 07/25/22 298 0.240% 920,000.0 917,922.08 1.235.59 919,156.39 Freddie Mac Notes 0.375% 04/17/20 07/25/22 298 0.240% 920,000.0 903,617.80 1.79.04 909,796.84 Francie Mae Notes 0.375% 05/05/20 05/22/23 599 0.310% 2.000,000.0 1.996,260.00 1.676.79 1.997,396.79 Freddie Mac Notes 0.250% 06/2/2/20 06/28/23 634 0.300% 2.500,000.0 1.972.400 1.076.00 873,523.00 Freddie Mac Notes <td>413.39</td>	413.39
FNR 2015-33 P 2.500% 02/14/20 06/25/45 8,669 2.400% 186,461.04 190,015.46 (226.75) 189,788.71 Federal Farm Credit Banks Notes 0.530% 03/10/20 01/18/22 110 0.610% 965,000.00 963,677.95 1,107.29 964,785.24 Freddie Mac Notes 0.125% 07/21/20 07/25/22 298 0.240% 920,000.00 917,920.80 1,235.59 919,156.39 Freddie Mac Notes 0.375% 04/17/20 04/20/23 567 0.460% 535,000.00 533,662.50 646.15 534,308.65 Freddie Mac Notes 0.375% 05/05/20 05/05/23 582 0.390% 910,000.00 996,17.80 179.04 990,786.84 Fannie Mae Notes 0.250% 06/01/20 05/22/23 599 0.310% 2,000,000.00 1,996,260.00 1,676.79 1,997,936.79 Freddie Mac Notes 0.250% 06/29/20 06/28/23 634 0.300% 2,500,000.00 1,997,260.00 1,325.20 968,405.50 Freddie Mac	165.41
Freddie Mac Notes 0.125% 07/21/20 07/25/22 298 0.240% 920,000.00 917,920.80 1,235.59 919,166.39 Freddie Mac Notes 0.375% 04/17/20 04/20/23 567 0.460% 533,000.00 533,662.50 646.15 534,308.65 Freddie Mac Notes 0.375% 05/05/20 05/05/23 582 0.390% 910,000.00 996,617.80 179.04 909,796.84 Fannie Mae Notes 0.250% 05/20/20 05/22/23 599 0.310% 2,000,000.00 196,260.00 1,676.79 1,997,936.79 Freddie Mac Notes 0.250% 06/21/20 06/28/23 634 0.350% 875,000.00 127,445.00 1,076.0 873,523.00 Freddie Mac Notes 0.250% 06/29/20 06/28/23 634 0.300% 2,500,000.00 2,496,260.00 1,676.79 1,997,936.79 Freddie Mac Notes 0.250% 06/29/20 06/28/23 634 0.300% 2,500,000.00 2,496,283.75 1,563.75 2,497,838.75 Freddie Mac Notes<	388.46
Freddie Mac Notes0.125%07/21/2007/21/2007/21/2022/27/22980.240%920,000.00917,920.801.235.59919,156.39Freddie Mac Notes0.375%0.4/17/2004/20/235670.460%535,000.00533,662.50646.15534,308.63Freddie Mac Notes0.375%05/05/2005/05/235820.390%910,000.00996,17.80179.04909,796.84Fannie Mae Notes0.250%06/01/2005/22/235990.350%970,000.00967,080.301.325.20968,405.50Freddie Mac Notes0.250%06/21/2005/22/235990.310%2,000,000.001.996,260.001,676.791.997,936.79Freddie Mac Notes0.250%06/21/2006/26/236340.300%2,500,000.002,496,275.001,676.791,997,3523.00Freddie Mac Notes0.250%06/29/2006/26/236340.300%2,500,000.002,495,275.001,563.752,497,383.75Fannie Mae Notes0.250%06/29/2007/10/236480.320%1,130,000.001,127,570.50993.991,128,564.49Freddie Mac Notes0.250%09/02/2009/08/237080.240%510,000.00510,093.13(33.22)510,059.91Freddie Mac Notes0.250%09/02/2009/08/237080.240%510,000.00679,775.6080.04679,855.64Freddie Mac Notes0.250%11/08/20108/237670.280%1,220,000.001,218,902.00<	1,037.11
Freddie Mac Notes 0.375% 05/05/20 05/05/23 582 0.390% 910,000.00 909,617.80 179.04 909,796.84 Fannie Mae Notes 0.250% 05/01/20 05/22/23 599 0.350% 970,000.00 967,080.30 1,325.20 968,405.50 Fannie Mae Notes 0.250% 06/1/120 05/22/23 599 0.310% 2,000,000.00 1996,260.00 1,676.79 1,997,936.79 Freddie Mac Notes 0.250% 06/21/20 06/26/23 634 0.350% 875,000.00 872,445.00 1,078.00 873,523.00 Freddie Mac Notes 0.250% 06/21/20 06/26/23 634 0.300% 2,500,000.00 2,496,275.00 1,563.75 2,497,383.75 Francie Mac Notes 0.250% 07/01/20 06/24/23 693 0.280% 1,100,000.00 1,127,570.50 993.99 1,128,564.49 Freddie Mac Notes 0.250% 08/19/20 08/24/23 693 0.240% 1,070,000.00 1,069,913.2 1,069,312.16 Freddie Mac Notes 0.2	210.83
Fannie Mae Notes 0.250% 05/20/20 05/22/23 599 0.350% 970,000.00 967,080.30 1,325,20 968,405.50 Fannie Mae Notes 0.250% 06/01/20 05/22/23 599 0.310% 2,000,000.00 1,996,260.00 1,676.79 1,997,936.79 Freddie Mac Notes 0.250% 06/2/4/20 06/28/23 634 0.350% 875,000.00 872,445.00 1,076.00 873,523.00 Freddie Mac Notes 0.250% 06/29/20 06/28/23 634 0.300% 2,500,000.00 2,496,275.00 1,563.75 2,497,838.75 Frendie Mac Notes 0.250% 07/10/23 648 0.320% 1,130,000.00 1,127,570.50 993.99 1,128,564.49 Freddie Mac Notes 0.250% 09/02/20 09/08/23 708 0.240% 510,000.00 510,093.13 (33.22) 510,059.91 Freddie Mac Notes 0.250% 09/02/20 09/08/23 708 0.240% 510,000.00 679,775.60 80.04 679,855.64 Freddie Mac Notes 0.250% </td <td>897.24</td>	897.24
Francie Mae Notes 0.250% 06/01/20 05/22/23 599 0.310% 2,000,000.00 1,996,260.00 1,676.79 1,997,936.79 Freddie Mac Notes 0.250% 06/24/20 06/26/23 634 0.350% 875,000.00 872,445.00 1,076.00 873,523.00 Freddie Mac Notes 0.250% 06/24/20 06/26/23 634 0.300% 2,500,000.00 2,496,275.00 1,563.75 2,497,838.75 Freddie Mac Notes 0.250% 07/02/20 06/26/20 648 0.320% 1,130,000.00 1,217,570.50 993 1,128,564.49 Freddie Mac Notes 0.250% 08/19/20 08/24/23 693 0.280% 1,070,000.00 1,068,908.60 403.56 1,069,312.16 Freddie Mac Notes 0.250% 08/02/20 09/08/23 708 0.240% 510,000.00 510,093.13 (33.22) 510,959.91 Freddie Mac Notes 0.250% 09/02/20 09/08/23 708 0.240% 510,000.00 510,093.13 (33.22) 510,059.91 Freddie Mac N	1,383.96
Freddie Mac Notes 0.250% 06/24/20 06/26/23 634 0.350% 875,000.00 872,445.00 1.078.00 873,523.00 Freddie Mac Notes 0.250% 06/29/20 06/26/23 634 0.350% 875,000.00 872,445.00 1.078.00 873,523.00 Freddie Mac Notes 0.250% 07/08/20 07/10/23 634 0.300% 2.500,000.00 2.496,275.00 1,563.75 2.497,383.75 Frendie Mac Notes 0.250% 07/08/20 07/10/23 648 0.320% 1,130,000.00 1,127,570.50 993.99 1,128,564.49 Freddie Mac Notes 0.250% 08/19/20 08/24/23 693 0.280% 1,070,000.00 1,068,908.60 403.56 1,069,312.16 Freddie Mac Notes 0.250% 09/02/20 09/08/23 708 0.240% 510,000.00 510,093.13 (33.22) 510,059.91 Freddie Mac Notes 0.250% 09/02/20 09/08/23 708 0.240% 510,000.00 679,755.60 80.04 679,855.64 Freddie Mac Notes<	868.96
Freddie Mac Notes 0.250% 06/29/20 06/26/23 634 0.300% 2.500,000.00 2.496,275.00 1.563.75 2.497,838.75 Fannie Mae Notes 0.250% 07/08/20 07/10/23 648 0.320% 1,130,000.00 1,127,570.50 993.99 1,128,564.49 Freddie Mac Notes 0.250% 08/19/20 08/24/23 693 0.280% 1,070,000.00 1,068,908.60 403.56 1,069,312.16 Freddie Mac Notes 0.250% 09/02/20 09/08/23 708 0.240% 510,000.00 510,093.13 (33.22) 510,059.91 Freddie Mac Notes 0.250% 09/02/20 09/08/23 708 0.240% 680,000.00 679,775.60 80.04 679,855.64 Freddie Mac Notes 0.250% 10/03/20 11/08/23 767 0.280% 1,212,000.00 30.60 1,219,322.60	1,791.67 577.26
Fannie Mae Notes 0.250% 07/08/20 07/10/23 648 0.320% 1,130,000.00 1,127,570.50 993.99 1,128,564.49 Freddie Mac Notes 0.250% 08/19/20 08/24/23 693 0.280% 1,070,000.00 1,068,908.60 403.56 1,069,312.16 Freddie Mac Notes 0.250% 09/02/20 09/08/23 708 0.240% 510,000.00 510,093.13 (33.22) 510,059.91 Freddie Mac Notes 0.250% 09/02/20 09/08/23 708 0.260% 680,000.00 679,775.60 80.04 679,855.64 Freddie Mac Notes 0.250% 11/03/20 11/06/23 767 0.280% 1,220,000.00 1,218,902.00 330.60 1,219,323.60	1,649.30
Freddie Mac Notes 0.250% 08/19/20 08/24/23 693 0.280% 1,070,000.00 1,068,908.60 403.56 1,069,312.16 Freddie Mac Notes 0.250% 09/02/20 09/08/23 708 0.240% 510,000.00 510,093.13 (33.22) 510,059.91 Freddie Mac Notes 0.250% 09/02/20 09/08/23 708 0.260% 680,000.00 679,775.60 80.04 679,855.64 Freddie Mac Notes 0.250% 11/03/20 11/06/23 767 0.280% 1,220,000.00 679,775.00 80.04 679,855.64	635.63
Freddie Mac Notes 0.250% 09/02/20 09/08/23 708 0.240% 510,000.00 510,093.13 (33.22) 510,059.91 Freddie Mac Notes 0.250% 09/02/20 09/08/23 708 0.260% 680,000.00 679,775.60 80.04 679,855.64 Freddie Mac Notes 0.250% 11/03/20 11/06/23 767 0.280% 1,220,000.00 1,218,902.00 330.60 1,219,323.60	274.93
Freddie Mac Notes 0.250% 09/02/20 09/08/23 708 0.260% 680,000.00 679,775.60 80.04 679,855.64 Freddie Mac Notes 0.250% 11/03/20 11/06/23 767 0.280% 1,220,000.00 1,218,902.00 330.60 1,219,323.60	81.46
	108.61
Caracia Max Natas 0.250% 11/22/20 11/27/23 788 0.200% 1.050.000 0.0 1.048.803.00 338.26 1.049.141.26	1,228.47
	904.17
Freddie Mac Notes 0.250% 12/02/20 12/04/23 795 0.280% 990,000.00 989,019.90 269.42 989,289.32	804.38
Weighted Avg Maturity 741 0.732% \$ 66,548,192.40 \$ 66,687,739.08 (47,132.40) \$ 66,640,606.68 \$	9,969.84
	2,153.57
Less: Net Unsettled Trades (419,773.20)	
\$ 177,866,313.74	
September 30, 2021 90 DAY US TREASURY YIELD 0.04%	
September 30, 2021 30 DAY 05 TREASON TILLO 0.04% 3 month US Treason Bill Index 0.04%	
0-3 Year US Treasury Index 0.21%	
1-3 Year US Treasury Index 0.27%	
1-5 Year US Treasury Index 0.46%	
1-10 Year US Treasury Index 0.72%	

DUPAGE WATER COMMISSION ELMHURST, ILLINOIS TREASURER'S REPORT STATEMENT OF CASH FLOWS For the Period from May 1, 2021 to September 30, 2021

CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from customers	\$ 60,878,211
Cash payments to suppliers	(56,642,878)
Cash payments to employees	(1,410,128)
Net cash from operating activities	2,825,205
CASH FLOWS FROM NONCAPITAL	
FINANCING ACTIVITIES	
Cash received from sales taxes	25,168
Cash received/paid from long term loans	230,024
Cash payments for net pension activity	0
Net cash from noncapital financing activities	255,192
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Interest paid	0
Principal Paid	0
Construction and purchase of capital assets	(733,590)
Net cash from capital and related financing activities	(733,590)
CASH FLOWS FROM INVESTING ACTIVITIES	
Investment income	976,708
Net cash from investing activities	976,708
Net Increase (Decrease) in cash and investments	3,323,515
CASH AND INVESTMENTS, MAY 1, 2021	210,780,347
CASH AND INVESTMENTS, SEPTEMBER 30, 2021	\$

September 30, 2021 TREASURER'S REPORT DPWC MONTHLY CASH/OPERATING REPORT

		9/	30/202	1		
	Reserv	END TARGETED e or Monthly Cash nount-Needed		Amount On Hand	Ov	Amount /er - (Under) Target
TABLE 1		Α	California -	В	Stark.	С
RESERVE ANALYSIS					14.44	
A .Operating Reserve # of days per current fiscal year management budget	\$	69,210,969 <i>180</i>	\$	72,794,010 <i>1</i> 89	\$	3,583,041
B. Capital Reserve	\$	64,750,000	\$	66,159,150	\$	1,409,150
C. Long Term Water Capital Reserve	\$	20,425,000	\$	22,264,788	\$	1,839,788
D. O+M Account (1)	\$	13,028,350	\$	38,941,259	\$	25,912,909
E. Current Construction Obligation and Customer Construction Escrows	\$	61,683	\$	61,683	\$	-
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$	167,476,002	\$	200,220,890	\$	32,744,888

TABLE 2

OTHER CASH			
F. General Fund		\$	13,882,681
G. Sales Tax		\$	291
TOTAL TABLE 2-OTHER (CASH	\$	13,882,972
	TOTAL MONTH END FUNDS CASH BALANCE-Table1+2	\$	214,103,862

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.

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October 7, 2021

Ms. Cheryl Peterson DuPage Water Commission 600 East Butterfield Road Elmhurst IL 60126

Re: November 2021-22 Renewals

Dear Cheryl,

The purpose of this letter is to provide the results of the renewal negotiations for the insurance coverage that renews in November for the 2021-2022 term. The cost comparison is provided on the attached spreadsheet.

- We recommend the general liability, lead excess liability (\$10M), auto, public officials and management liability coverage remain with Allied World Assurance Company.
- We recommend the excess liability (\$12M XS \$10M) remain with Markel/Evanston.
- We recommend the property coverage remain with American Home Insurance/AIG.
- We recommend the Underground Storage Tank be renewed with Ironshore/Liberty Mutual.
- We recommend the Crime coverage remain with Hanover.
- We recommend changing your Environmental coverage from Beazley to Ironshore.

Please contact us if you have any questions.

Thank you,

Rich Stokluska Area Senior Executive Vice President

20	021 Renewal	Cost Compar	rison
Coverage	2020	2021	% Change
General/Auto Liability Public Official	\$41,301	\$44,734	8.3%
Crime*	\$977	\$977	0%
Lead Excess Liability	\$12,798	\$14,750	15.25%
Excess Liability	\$20,337	\$23,387	15.0%
Property	\$315,242	\$350,510	11.19%
Underground Storage Tank	\$3,772.55	\$3,816.00	1.2%
Pollution*	\$28,817	\$37,448.32	29.95%
Brokerage Fee	\$29,500	\$29,500	0.0%
Total Cost:	\$452,744.55	\$505,122.32	11.6%
Insurers	2020	2021	Comments
General Liability	AWAC	AWAC	
Automobile	AWAC	AWAC	
Crime	Hanover	Hanover	
Lead Excess Liability	AWAC	AWAC	
Excess Liability	Markel	Markel	
Property	American Home	American Home	
Underground Storage Tank	Ironshore	Ironshore	
Pollution	Beazley	Ironshore	
Limits	2020	2021	Comments
General Liability / Public Officials	\$1 Mil / \$3 Mil	\$1 Mil / \$3 Mil	
Automobile	\$1,000,000	\$1,000,000	
Crime	\$250,000	\$250,000	
Lead Excess Liability	\$10,000,000	\$10,000,000	
Excess Liability	\$12,000,000	\$12,000,000	
Property	\$250,000,000	\$250,000,000	
Underground Storage Tank	\$1 Mil / \$3 Mil	\$1 Mil / \$3 Mil	
Deductibles	2020	2021	Comments
General Liability	\$5,000	\$5,000	
Automobile	\$500 Phys Dam	\$500 Phys Dam	
Crime	\$25,000	\$25,000	
Property	\$150,000	\$150,000	
Underground Storage Tank	\$5,000	\$5,000	

*Pollution - Three year term



October 7, 2021

Ms. Cheryl Peterson DuPage Water Commission 600 East Butterfield Road Elmhurst IL 60126

Re: January 1, 2022 - January 1, 2023 Workers Compensation Renewal

Dear Cheryl,

The purpose of this letter is to provide the renewal quotation for the workers compensation program with the Illinois Public Risk Fund (IPRF).

The attached quotation summarizes the coverage and estimated renewal premium. The renewal premium is 108,058, which is an increase of 8.11%. The premium includes a 14.66% increase in payroll over last year and a change in the experience mod from 1.06 to 1.02.

We recommend you approve the renewal.

Please contact us if you have any questions.

Thank you,

Rich Stokluska Area Senior Executive Vice President



Proposal of Insurance

DuPage Water Commission

600 E. Butterfield Road Elmhurst, IL 60126

Presented: October 7, 2021 Effective: January 1, 2022 to January 1, 2023

Rich Stokluska, ARM Area Senior Executive Vice President

Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows, IL 60008 (630) 285-4012 Rich_Stokluska@ajg.com



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Insurance | Risk Management | Consulting



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Service Team

Rich Stokluska has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE	EMAIL	
Rich Stokluska, ARM Area Senior Executive Vice President	(630) 285-4012	Rich_Stokluska@ajg.com	
Swapna Kuruvilla Client Service Manager II	(847) 378-5913	Swapna_Kuruvilla@ajg.com	

Arthur J. Gallagher Risk Management Services, Inc.

Main Office Phone Number: (630) 773-3800





Program Structure





Named Insured

Named Insured Schedule:		
Named Insured	Workers' Compensation	
DuPage Water Commission	X	

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.





Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Illinois Public Risk Fund	Workers' Compensation	Recommended Quote	\$108,058.00





Program Details

Coverage:	Workers' Compensation		
Carrier:	Illinois Public Risk Fund		
Policy Period:	1/1/2022 to 1/1/2023		

Coverage:

DESCRIPTION	AMOUNT
Coverage A - Workers' Compensation	Statutory
Employers' Liability Limits:	-
Bodily Injury by Accident - Each Accident	\$3,000,000
Bodily Injury by Disease - Per Employee	\$3,000,000
Bodily Injury by Disease - Policy Limit	\$3,000,000

Deductibles / Self Insured Retention:

COVERAGE	AMOUNT
Workers' Compensation	None

States:

DESCRIPTION	STATE
States Covered:	IL
States Excluded:	OH, ND, WA, WY

Endorsements include, but are not limited to:

DESCRIPTION	
Broad Form All States for	Employee Travel - IPRF WC 00 001 18
Federal Employers' Liabili	ty Act Coverage - IPRF WC 00 002 18
Foreign Voluntary Worker	s' Compensation and Employers' Liability For Traveling Employees - IPRF WC 00 003 18
Longshoremen's and Har	oor Workers' Compensation Act Coverage - IPRF WC 00 004 18
Maritime Coverage - IPRF	WC 00 005 18
Voluntary Compensation	IPRF WC 00 006 18

Exclusions include, but are not limited to:

DESCRIPTION	
Owners or Officers	
Bodily Injury to an Employee While Employed in Violation of Law	
Bodily Injury Intentionally Caused by Insured	
Assumptions under Contract	





Binding Requirements:

DESCRIPTION	
Signed Client Authorization to Bind	
Signed IPRF Solvency Letter	
Ollan Dian III and Tanana and Olan different/Dephylationer	
Other Significant Terms and Conditions/Restrictions:	
DESCRIPTION	
As Per Safety National Casualty Corp. Excess Policy, And Illinois Public Risk Fund's by-Laws	and Pooling Agreement
Que a sub-tions in the event that the Baliavia Cancelled prior to the expiration date, then the tota	annual premium stated below

Cancellation: In the event that the Policy is Cancelled prior to the expiration date, then the total annual premium stated below will be 100% fully earned

Terms and Conditions: The premium for this policy will be determined by our rules, classifications, rates and rating plans. All required information is subject to verification and change by audit at policy expiration.

Premium	\$104,911.00
Fees	
Administrative Fee	\$3,147.00
ESTIMATED PROGRAM COST	\$108,058.00
Minimum Earned Premium -	100%
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Subject to Audit: At Expiration

Auditable Exposures:

STATE	CLASS CODE	DESCRIPTION	EXPOSURE - PAYROLL	RATE PER \$100
IL	7520	Waterworks	2,591,400	3.859
IL	8601	Engineers	671,900	0.477
IL	8810 Clerical		1,167,000	0.146





January 1, 2022 through January 1, 2023:

STATE	CLASS CODE	DESCRIPTION	EXPOSURE - PAYROLL	RATE PER \$100	PREMIUM
IL	7520	Waterworks	2,591,400	3.859	100,002
IL	8601	Engineers	671,900	0.477	3,205
IL	8810	Clerical	1,167,000	0.146	1,704
Subtotal				104,911	
3% Administration Fee			3,147		
Total			108,058		

Payment Terms: 12 equal monthly installments Terms and Conditions: Payrolls subject to audit

January 1, 2021 through January 1, 2022:

STATE	CLASS CODE	DESCRIPTION	EXPOSURE - PAYROLL	RATE PER \$100	PREMIUM
IL	7520	Waterworks	2,375,000	3.923	93,171
IL	8601	Engineers	595,700	0.441	2,627
IL	8810	Clerical	893,000	0.139	1,241
Subtotal					97,039
3% Administration Fee					2,911
	Total			99,950	

Payment Terms: 12 equal monthly installments Terms and Conditions: Payrolls subject to audit




Estimated Payroll Comparison:

CLASS CODE	DESCRIPTION	1/1/2021-1/1/2022 ESTIMATED PAYROLL	1/1/2022-1/1/2023 ESTIMATED PAYROLL	% CHANGE
7520	Waterworks	2,375,000	2,591,400	9.11%
8601	Engineers	595,700	671,900	12.79%
8810	Clerical	893,000	1,167,000	30.68%
TOTAL		3,863,700	4,430,300	14.66%

Rate Comparison:

CLASS CODE	DESCRIPTION	1/1/2021-1/1/2022 RATE PER \$100	1/1/2022-1/1/2023 RATE PER \$100	% CHANGE
7520	Waterworks	3.923	3.859	-1.63%
8601	Engineers	0.441	0.477	8.16%
8810	Clerical	0.139	0.146	5.03%





Gallagher

DuPage Water Commission

Premium Summary

The estimated program cost for the options are outlined in the following table:

		EXPIRING PROGRAM		PROPOSED PROGRAM	
LINE OF COVE	RAGE	CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Workers' Compensation	Premium		\$97,039	Illinois Public Risk Fund	\$104,911
	Admin Fee		\$2,911		\$3,147
	Total Cost		\$99,950		\$108,057
	TRIA Premium		Included		Included
Total Estimated Program Cost			\$99,950		\$108,058

Quote from Illinois Public Risk Fund (Illinois Public Risk Fund) is valid until 1/1/2022

Gallagher is responsible for the placement of the following lines of coverage: Workers' Compensation

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

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Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Illinois Public Risk Fund	Workers' Compensation	12 Equal Monthly Installments	Direct Bill

12 Equal Monthly Installments

Due Date	Amount Due
01/01/2022	\$9,003
02/01/2022	\$9,005
03/01/2022	\$9,005
04/01/2022	\$9,005
05/01/2022	\$9,005
06/01/2022	\$9,005
07/01/2022	\$9,005
08/01/2022	\$9,005
09/01/2022	\$9,005
10/01/2022	\$9,005
11/01/2022	\$9,005
12/01/2022	\$9,005





Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
Illinois Public Risk Fund	Not Rate (1)	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings[™] are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings[™] and Guide to Best's Credit Ratings, visit the A.M. Best website at http://www.ambest.com/ratings.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

(1) The Illinois Public Risk Fund is Self-Funded program established in 1985 solely for the purpose of providing Workers Compensation coverage to public entities in Illinois. Reinsurance is provided by Safety National Casualty Company, which is rated A+XV by A.M. Best





Proposal Disclosures

Gallagher



Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer Gallagher Global Brokerage Arthur J. Gallagher & Co. 2850 Golf Rd. Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.





Client Signature Requirements





Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal for renewal dated 1/1/2022, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
□Accept □ Reject	Workers' Compensation – Illinois Public Risk Fund
	TRIA Cannot Be Rejected

Exposures and Values

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from our records and we acknowledge it is our responsibility to see that they are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

Title			
Signature			





IPRF Solvency Letter





October 7, 2021

DuPage Water Commission 600 E. Butterfield Elmhurst, IL 60126

Re: Workers Compensation 01/01/2022 to 01/01/2023 Illinois Public Risk Fund

Dear Cheryl:

In the interest of providing you insurance consistent with your requirements, we have confirmed that Workers Compensation coverage **is** available from Illinois Public Risk Fund.

This company is a Illinois Public Risk Fund sponsored by Boyle, Flagg and Seaman Insurance. Your affiliation with Arthur J. Gallagher Risk Management Services, Inc. qualifies you to place coverage with this company. Because this company is a highly specialized market, only offering coverage to members of Illinois, we will use this company only with your approval. We are also enclosing the following information for your review:

AM Best for Safety National Casualty Corporation Illinois Public Risk Fund By Laws Illinois Public Risk Fund Pooling Agreement Illinois Public Risk Fund Financial Stability Rating

Please review this and other available information with your accountant and/or attorney to assist you in judging the acceptability of this carrier.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

Rich Stockluska Area Senior Executive Vice President

The undersigned, a duly authorized officer or representative acting in said capacity, acknowledges receipt of the information contained herein. Notwithstanding this information, the undersigned hereby authorizes and directs Arthur J. Gallagher & Co. and any of its subsidiary companies to bind the coverage outlined above. By:

Name

Title

Print Name

Date

Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows, IL 60008-4050

p 630.773.3800 f 630.285.4000 ajg.com



Appendix





Cost Control Through Cooperation Since 1985

PLEASE RETURN NO LATER THAN 2021-08-29

0829 DuPage Water Commission 600 E. Butterfield Road Elmhurst, IL 60126 RETURN TO: Illinois Public Risk Fund 7851 W. 185st Street, Ste. 101 Tinley Park, Illinois 60477 Phone: (800) 289-IPRF Fax: (708) 429-6488 Email: tina@iprf.com

REQUIRED RENEWAL PAYROLL REQUEST

Class Code	Description	Last Audited Payroll	Current Estimated Payroll	Projected Estimated Payroll
7520	Waterworks	\$2,151,975	\$2,375,000	2,591,400
8601	Engineers	\$429,057	\$595,700	671,900
8810	Clerical	\$820,557	\$893,000	1,167,000

Do you have any Firefighters, EMT's or Paramedics that make under \$1,000 annually? Yes No If so, please indicate how many

RECEIVED

AUG 7 2021

DuPage Water Commission





Bindable Quotations & Compensation Disclosure Schedule

Client Name: DuPage Water Commission

COVERAGE(S)	CARRIER NAME(S)	WHOLESALER, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY %
Workers' Compensation	Illinois Public Risk Fund (Illinois Public Risk Fund)	Boyle, Flagg and Seaman, Inc.	\$104,911	10 %	3 %

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.



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Claims Reporting By Policy

Direct Reporting

Immediately report all claims for the following lines of coverage to the insurance carrier.

- Workers' Compensation
 - Carrier: Illinois Public Risk Fund
 - Phone: (844) 522-6082 24/7/365 Claims Reporting Number
 - (888)532-6981
 - Fax: (888)223-1638

Email: claims@iprf.com







REQUEST FOR BOARD ACTION

AGENDA	Omnibus Vote Requiring Super-	ORIGINATING	Operations
SECTION	Majority or Special Majority Vote	DEPARTMENT	
ITEM	A Resolution Suspending Purchasing Procedures and authorizing the General Manager to purchase material and labor service for the Commission's large electrical motor systems including ancillary equipment, at a cost not-to-exceed \$100,000.00 from WEG Electric Machinery. Resolution No. R-49-21	APPROVAL MW JY	ONO

Account Number: 01-60-662100 and 01-60-771900

In accordance with R-22-19, the Commission advertised for bids on a contract for 36month unit priced Maintenance, Parts and Repair Service for Large Electric Motors. There was a total of six (6) bid holders, but no bids were received. Bid holder responses for why they didn't bid included: repair shop is too small, do not repair motors anymore, not enough time and could not be competitive. The Commission remains in need of a qualified large motor parts, sales, and service shop.

WEG Electric Machinery (EM) is the Original Equipment Manufacturer (OEM) of the DuPage Pump Station's nine (9) large electric motors, which provide mechanical power to operate the nine (9) large service pumps at the DuPage Pumping Station. EM provides total product support including OEM factory-trained technicians, customer service and support associated with all EM Products.

Resolution No. R-49-21 would suspend purchasing procedures and authorize the General Manager to purchase material and labor service for the Commission's large electric motor systems including ancillary equipment at a cost not-to-exceed \$100,000.00 from WEG Electric Machinery (EM).

Material and labor services would be used on an as needed basis.

MOTION: To approve Resolution No. R-49-21.

DUPAGE WATER COMMISSION



RESOLUTION NO. R-49-21

A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIAL AND LABOR SERVICE FOR THE COMMISSION'S ELECTRICAL MOTOR SYSTEMS INCLUDING ANCILLARY EQUIPMENT, AT A COST NOT-TO-EXCEED \$100,000.00 FROM WEG ELECTIC MACHINERY.

WHEREAS, the DuPage Water Commission's electric motor systems includes nine electric motors that provide mechanical power to operate the Commission's nine large service pumps; and

WHEREAS, WEG Electric Machinery is the Original Equipment Manufacturer (OEM) of

the Commission's nine (9) large electric motors; and

WHEREAS, WEG Electric Machinery provides factory-trained technicians, customer

service and support associated with Electric Machinery products; and

WHEREAS, Material and labor services would be used on an as needed basis;

and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to purchase material and labor services for the Commission's electric motor systems including ancillary equipment at a cost not-to-exceed \$100,000.00 from WEG Electric Machinery;

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

<u>SECTION ONE</u>: The foregoing recitals are incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission as if fully set forth.

-2-

<u>SECTION TWO</u>: That the purchasing procedures contained in Article VIII of the Commission By-Laws are hereby suspended as provided by Article XII, Section 3 of the Commission By-Laws, and that the General Manager is here by granted the authority to purchase material and labor service for the Commission's electric motor systems including ancillary equipment at a cost not-to-exceed \$100,000.00 from WEG Electric Machinery on an as needed basis without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ______ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the October 21 2021, DuPage Water Commission Meeting Resolution No. R-50-21	APPROVAL DB D M	
		07 400 00)	

Account Number: 01-60-663100 (estimated cost of \$97,400.00)

The Commission entered into certain agreements dated June 30, 2021 with John Neri Construction Co., Inc. and Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work, through the issuance of Work Authorization Orders. Resolution No. R-50-21 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 006 to John Neri Construction Co., Inc

The pipeline department has identified 12 additional manhole lids and cathodic protection handhole structures that require repairs. These repairs include breaking asphalt and/or concrete street bases, excavating existing frames and adjustment rings, and resetting, replacing or installing new adjustment rings, frames, or lids. Staff also asked the QR contractors to provide an estimate for 8 future manhole repairs that may come up as an additional line item. Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:

Rossi Contractors, Inc.	\$78,410.00 \$97,400.00		
John Neri Construction Co., Inc			
Benchmark Construction Co., Inc.	\$125,250.00		

Despite Rossi Contractors, Inc. being the lowest estimated dollar amount, the proposal of John Neri Construction Co., Inc. was found to be most favorable to the Commission. R-33-21 was approved authorizing Work Authorization Order 004 to Rossi Contractors, Inc. for similar Frame and Lid repairs. Rossi Contractors has billed DWC dollar amounts for this job that are much higher than the estimated amount. Rossi has completed 7 out of 25 frame and lids repairs but have billed DWC for half of the total estimated cost when half of the job is not complete. Due to this, DWC is unsure if Rossi's low estimated dollar amount for this work is accurate and would like to move forward with John Neri Construction Co. Approval of Resolution R-50-21 would approve Work Authorization Order Number 006 to John Neri Construction Co., Inc for the work as described in Exhibit 1 to this resolution, at a total estimated cost of \$97,400.00.

MOTION: To adopt Resolution No. R-50-21



DUPAGE WATER COMMISSION

RESOLUTION NO. R-50-21

A RESOLUTION APPROVING AND RATIFYING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-12/21 AT THE OCTOBER 21, 2021, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-12/21"); and

WHEREAS, Contract QR-12/21 is designed to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for quick response construction 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:

<u>SECTION ONE</u>: 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.

<u>SECTION TWO</u>: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof 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, 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.

<u>SECTION THREE</u>: 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 ______, 2021.

ATTEST:

Chairman

Clerk

Board/Resolutions/R-50-21.docx

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.006

LOCATION:

Various locations throughout system, see attached mapbook.

CONTRACTOR:

John Neri Construction Co., Inc.

DESCRIPTION OF WORK:

Perform the following frame and lid repairs as listed at the various locations in the table below:

#	Asset	Pipeline	Station	Village	In Road	Туре	Comments on Repairs needed	
1		FOB-2/89,						
-	10811	MS-21B	36+85	Wheaton	Y	Blow-off valve	Lid is cracked (Needs replacement) Patch and adjustment rings are deteriorated Stainless steel repair sleeve was installed incorrectly on top of BOV stack, blind flange is	
2	11054	TS-3/88	526+70	Darien	v	Blow-off value	not connected to the riser pipe. Frame also has sheared off bolts for lid. Replace frame and lid (Supplied)	
3	11034	13-3/00	520470	Darien	1	biow-on varve	Stainless steel repair sleeve was installed incorrectly on top of BOV stack, blind flange is	
5	11053	TS-3/88	502+65	Darien	N	Blow-off valve	not connected to the riser pipe. Frame also has sheared off bolts for lid. Replace frame and lid (Supplied)	
4	11055	13-5/80	502.05	Dunch		Diew on verve		
	11071	TS-3/88	850+29	Oak Brook	N	Blow-off valve	12" Blow-off riser stack reduces to 8" PVC. Dig down approximately 4' to attach a solid sleeve with mega-lugs to maintain the 12" riser to the surface with a 12" bling flange.	
5								
	11063	TS-3/88	691+85	Clarendon Hills	Y	Blow-off valve	Replace cracked frame and lid with new (Supplied)	
6		TOB E-87		Glendale				
_		NORTH	727+81	Heights	Y	Blow-off valve	Valve Box needs excavation and realignment for stem connection	
7		FSW-1/89, MS-14A	17+27	Lombard		Blow-off valve	Wrong frame/lid needs to be incorporated into curb line.	
8		TS-3/88	669+00	Clarendon Hills		Blow-off value	Ring under frame is in bad shape, low spot in parking lot and frame/lid off center.	
9		TOB E-87	416+25	Wheaton			Wrong lid in street. Replace with DWC lid (Supplied)	
10		TOB E-87 NORTH	342+73	Wheaton			Sidewalk cracked around valve box. Replace sidewalk square around BOV.	
11				Downers				
	12170	TS-5/97		Grove		ROV IId	ROV lid in roadway needs replacement. Replace with new (supplied)	
12							Stack is directly centered around rings and frame, cannot access bolt holes to install, not	
	11052	TS-3/88	468+30	Darien		Blow-off valve	enough room.	
13	Various			Various	Y		Repair/install frame and lid in an asphalt or concrete paved area. Work requires breaking asphalt and/or concrete street base, excavation of existing frame and adjustment rings, resetting, replacing or installing new adjustment rings, frame and lid, restoration in compliance with the local authority having jurisdiction, of existing roadway pavement, curb/gutter, sidewalk and parkway disturb or damaged due to repair work.	

*This work also accounts for 8 various repairs, as described in line item 13.

REASON FOR WORK:

Manhole lid and repairs are needed to maintain safe access to our pipeline.

MINIMUM RESPONSE TIME:

N/A

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

DWC will supply all frames and lids needed for the repairs, the contractor is to provide everything else.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

See attached.

DUPAGE WATER COMMISSION

By:

Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By:

Safety Rep:

Name and 24-Hr Phone No.

Signature of Authorized Representative

DATE:_____

REQUEST FOR BOARD ACTION

AGENDA	Engineering & Construction	ORIGINATING	Facilities Construction
SECTION	Committee	DEPARTMENT	
ITEM	A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement with the Village of Lombard Regarding the Construction and Installation of Metering Station 14-E, Associated Pressure Adjusting Station and Appurtenances Thereto Resolution No. R-51-21	APPROVAL	

The Village of Lombard requested that the Commission design and construct approximately 1,000 ft of water main and a joint facility, consisting of metering station (14-E) and a pressure adjusting station, for a fifth connection point to the DuPage Water Commission System. The Village of Lombard has requested that the metering station and pressure adjusting station be constructed as a joint facility in one monolithic masonry structure rather than as separate facilities. The Village has proposed that the Joint Facility be located near a new Golf Social development.

Resolution R-51-21 would approve the execution of a Intergovernmental Agreement with the Village of Lombard for the design, construction, and installation of Metering Station 14-E, the associated pressure adjusting station and appurtenances thereto. The Village of Lombard will be responsible for all associated costs of this project and will be required to maintain deposits with DWC that will account for 125% of total project costs.

MOTION: To adopt Resolution No. R-51-21



DUPAGE WATER COMMISSION

RESOLUTION NO. R-51-21

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF LOMBARD REGARDING THE CONSTRUCTION AND INSTALLATION OF METERING STATION MS-14E, ASSOCIATED PRESSURE ADJUSTING STATION AND APPURTENANCES THERETO

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

WHEREAS, the Commission operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan (the "Commission Waterworks System"); and

WHEREAS, the Village of Lombard (the "Village") owns and operates a water system supplying residents and other customers (the "Village Water System"), which system is connected at various points to the Commission Waterworks System; and

WHEREAS, the Commission and the Village have determined that it is necessary and desirable to provide an additional connection point between the Commission Waterworks System and the Village Water System in the vicinity of 600. E. Butterfield Rd., Lombard, DuPage County, IL; and

WHEREAS, it is in the best interest of the Commission and the Village to design and construct this connection as a joint facility (the "Joint Facility") which would include all equipment necessary to accomplish the additional connection described above; and WHEREAS, the Commission and the Village have determined that is it in their respective best interests to enter into an agreement setting forth their understandings concerning the construction and operation of the Joint Facility;

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

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

<u>SECTION TWO</u>: An "Intergovernmental Agreement Between the DuPage Water Commission and the Village of Lombard, Illinois to Provide for the Construction of a Joint Facility," in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and it hereby is approved.

<u>SECTION THREE</u>: The Chairman and the Clerk of the DuPage Water Commission shall be and they hereby are authorized and directed to execute and attest, respectively, an "Intergovernmental Agreement Between the DuPage Water Commission and the Village of Lombard, Illinois to Provide for the Construction of a Joint Facility," in substantially the form attached hereto as Exhibit 1.

SECTION FOUR: Upon execution and attestation by the Chairman and the Clerk, respectively, the "Intergovernmental Agreement to Provide for the Construction of a Joint Facility," and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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RESOLUTION NO. R-51-21

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2021.

Chairman

ATTEST:

Clerk

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE DU PAGE WATER COMMISSION AND THE VILLAGE OF LOMBARD, ILLINOIS TO PROVIDE FOR THE CONSTRUCTION OF A JOINT FACILITY

THIS AGREEMENT is made and entered into this ______ day of ______, 2021, by and between the DU PAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the VILLAGE OF LOMBARD, a municipal corporation created and existing under the laws of the State of Illinois (the "Village").

WITNESSETH:

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

WHEREAS, the Commission operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan (the "Commission Waterworks System"); and

WHEREAS, the Village operates a water system supplying residents and other customers (the "Village Water System"), which system is connected at various points to the Commission Waterworks System; and

WHEREAS, the Commission and the Village (together the "Parties") have determined that it is necessary and desirable to provide an additional connection point between the Commission Waterworks System and the Village Water System in the vicinity of 600. E. Butterfield Rd., Lombard, DuPage County, IL; and WHEREAS, it is in the best interest of the Parties to design and construct this connection as a joint facility (the "Joint Facility") which would include all equipment necessary to accomplish the additional connection described above; and

WHEREAS, pursuant to the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the Village are authorized to enter into this Agreement; and

WHEREAS, the Commission and the Village each have determined that is it in their mutual best interests to enter into this Agreement;

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein.

2. For purposes of this Agreement, the "Joint Facility" shall mean a facility to convey, measure, and regulate the flow of water from the Commission Waterworks System to the Village Water System and shall include the following:

a. A Metering Station, to be known as Metering Station 14e ("MS-14e"), for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Village, including certain equipment, devices, and structures, and portions of its water distribution main, including underground feeder pipe lines and related equipment to initially connect MS-14e to the existing Commission Waterworks System, and all antennas, masts, all electrical systems, including panels, conduits, raceways, duct banks, and utility services, needed solely for the operation of Commission facilities, and all drainage systems, including drain pipes and structures, needed solely for the drainage of Commission facilities and property, and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to MS-14e, as such facilities may be relocated, replaced, extended, or improved from time to time (the "Metering Station").

b. A Type D pressure increasing station for the Village Water System in accordance with the design criteria set forth in the document entitled "Water Delivery Data DuPage Water Commission" dated April 26, 2021, and identifying Lombard as "customer", a copy of which is attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A (the "Village PAS").

c. Such other equipment and appurtenances as may be necessary for the operation and construction of the foregoing in conformance with the approved design plans therefor, as determined by the Parties.

3. The Joint Facility is expected to be located on the property selected and to be acquired and owned by the Village depicted and legally described in Exhibits B-1 and B-2, respectively, attached hereto and made a part hereof, which shall be known as Lot 7 in the Hoffmann-Lombard Subdivision, Lombard, DuPage County, IL upon recordation of a plat of subdivision therefor, adjacent to the proposed Golfsocial Lombard property at 600 E. Butterfield Road in the Village of Lombard (the "Joint Facility Site"), the location of which has been reviewed and approved by the Commission subject to the terms, conditions and limitations set forth of this Agreement. In the event all necessary and insured easements for the Joint Facility Site are not granted to the Commission in

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accordance with the provisions of this Agreement or the property is otherwise determined by the Commission and the Village to be unsuitable for locating the Joint Facility, the Village shall endeavor in good faith to obtain an alternative location for the Joint Facility Site acceptable to both the Commission and the Village. Notwithstanding any term in this Agreement to the contrary, if an alternative location cannot be agreed upon, or if the Village cannot acquire fee simple title to the Joint Facility Site, or the Parties are unable to obtain, provide or secure the necessary easements for the Joint Facility, by the date set forth in Section 7 of this Agreement, the Village or the Commission may terminate this Agreement, and thereafter neither Party shall be liable to the other in any manner hereunder, except for the Village's obligation to reimburse the Commission for all fees, costs, and expenses incurred or accrued by the Commission prior to the termination of this agreement, which shall survive the termination of this Agreement.

4. The Village shall be solely responsible for the costs in designing the Joint Facility. It is understood that the Commission will be the contracting party with the design engineer and will administer the design contract for the benefit of both Parties. The Commission will consult with the Village to keep the Village advised as to the progress of the design work and to address issues of mutual concern regarding the details of such design work. The final design of the Joint Facility shall be subject to the review of both Parties and subject to the approval of the Commission to the extent of the Metering Station, the Village to the extent of the Village PAS, and both Parties to the extent of the common areas of the Joint Facility. For the purposes of this Agreement, the common areas of the Joint Facility shall include those portions of the Joint Facility, such as the

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structure and area grounds, which serve the needs of both Parties, but shall exclude all portions of the Joint Facility Site on which there are an elevated tank, storm sewers and sanitary sewers.

5. The Village shall be solely responsible for the costs in constructing the Joint Facility. The Commission shall solicit bids for the construction of the Joint Facility, including all equipment and appurtenances necessary for the Metering Station and the Village PAS. The Commission's standard form of bidding and construction contract documents shall be used and the cost of the Metering Station, the Village PAS, and the common areas of the Joint Facility shall be separately identified in the bidding and construction contract documents. The Commission agrees to solicit, award, and administer all contracts for the project in the best interest of both Parties, to do so in compliance with all applicabe federal, State and local laws, ordinances, regulations and requiements (together the "Laws"), and to consult with, and keep advised, the Village's Director of Public Works, or his or her designee, regarding the progress of the work and any problems encountered or changes recommended. Both Parties must agree to the award of any contract for such construction work. Upon approval of both Parties, the Commission shall enter into a construction contract(s) with the selected contractor(s), and shall administer such construction contract(s) in conformance with this Agreement and the Laws. It is understood that, although the Village will not be a party to the construction contract(s), the Village will be designated as a beneficiary of any insurance, guaranty, or warranty required by the construction contract(s) and shall be specifically named as an additional insured on the general liability, owner's/contractor's protective liability, builder's

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risk, and excess or umbrella policies of insurance required by the construction contract(s). The Village's Director of Public Works shall be provided with a certificate of insurance naming the Village as an additional insured on such policies prior to the commencement of work under the construction contract(s). In addition, any change order, as well as final acceptance and approval of the completed Joint Facility, shall be subject to the approval of the Commission to the extent of the Metering Station, the Village to the extent of the Village PAS, and both Parties to the extent of the common areas of the Joint Facility. Neither Party shall be required to approve or accept any portion of the Joint Facility until all portions of the Joint Facility, including all punch list items, have been fully and properly completed.

6. The Village shall reimburse the Commission for the full actual cost incurred by the Commission in connection with (a) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility, including without limitation equipment required for the operation of the Joint Facility and all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (b) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (c) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extensed extension, or improvement of the Joint Facility and in connection with the negotiation,

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preparation, consideration, and review of this Agreement, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith. The Village shall reimburse the Commission monthly for such fees, costs, and expenses, and payment shall be due within thirty (30) days after receipt of an invoice therefor from the Commission.

7. Prior to the Commission's solicitation of bids for the construction of the Joint Facility, the Village, without charge to the Commission, shall: (a) present the Commission with adequate evidence of merchantable fee simple title to the Joint Facility Site; (b) grant to the Commission, after acquiring fee simple title to the Joint Facility Site, all necessary and insured easements for the Joint Facility Site, in substantially the form attached hereto and by this reference incorporated herein and made part hereof as Exhibit C and satisfactory to the Commission's attorneys, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing; and (c) grant to the Commission all necessary and insured easements for the appropriate location and installation of antennas and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to the Metering Station, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing. Prior to the Commission's solicitation of bids for the construction of the Joint Facility, the Parties shall enter into the "Grant of Ingress, Egress and Water Main Easements" in substantially the form attached hereto and by this reference incorporated herein and made part hereof as Exhibit D. Notwithstanding any term in this Agreement to the contrary, if the Village is unable to

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acquire fee simple title to the Joint Facility Site, or the Parties are unable to obtain, provide or secure the necessary easements for the construction, operation and maintenance of the Joint Facility by December 31, 2022, the Village or the Commission may terminate this Agreement, and thereafter neither Party shall be liable to the other in any manner hereunder except for the Village's obligation to reimburse the Commission for all fees, costs, and expenses incurred or accrued by the Commission prior to the termination of this agreement, which shall survive the termination of this Agreement.

8. The Village shall, as a condition precedent to the effectiveness of the Commission ordinance approving this Agreement, deposit with the Commission cash (the "Cash Deposit") in a total amount equal to one hundred twenty-five percent (125%) of the Commission's estimated costs of designing the Joint Facility. As a further condition precedent to the effectiveness of the Commission's obligation to award any contracts for constructing the Joint Facility, the Village shall, within thirty (30) days of the Village's acquisition of fee simple title to the Joint Facility Site, increase the Cash Deposit by depositing with the Commission's estimated costs of constructing the Joint Facility. The Commission's obligation to award any contract for percent (125%) of the Commission's estimated costs of constructing the Joint Facility. The Commission's estimated costs of constructing the Joint Facility. The Commission's estimated costs of constructing the Joint Facility if the Village has not deposited one hundred twenty-five percent (125%) of the Commission's estimated costs of constructing the Joint Facility if the Village has not deposited one hundred twenty-five percent (125%) of the Source of the Joint Facility as required by this Section.

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Upon execution of all contracts necessary or required for the design and construction of the Joint Facility, the Cash Deposit may be reduced from one hundred twenty-five percent (125%) of the Commission's estimate to one hundred ten percent (110%) of the amount of the executed contracts attributable to the design and construction of the Joint Facility. The Cash Deposit shall, at all times until released or reduced as provided below, be maintained at not less than ten percent (10%) of the total deposit required by the preceding sentence. The Village shall not be entitled to interest on the Cash Deposit.

In addition, The Village shall reimburse the Commission for all costs incurred by the Commission in connection with: (i) the design of, and the review and approval of all plans and specifications for, the Metering Station and the common areas of the Joint Facility; (ii) the preparation of all bidding and contract documents for the Joint Facility; (iii) the administration of the contract for the construction of the Joint Facility; and (iv) shop drawing review and the inspection of the construction and installation of the the Lombard 14e Metering Station and the common areas of the Joint Facility, including all legal, engineering, and other consulting and administrative fees, costs, and expenses.

The Commission shall review all pay requests and supporting documents and shall direct payments to be made from the Cash Deposit of all amounts then due for the Joint Facility work each month. If at any time the Commission determines that the funds remaining in the Cash Deposit are not, or may not be, sufficient to pay in full the remaining unpaid cost of the Joint Facility, then, within ten (10) days following a demand by the Commission, the Village shall increase the amount of the Cash Deposit to an amount

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reasonably determined by the Commission to be sufficient to pay such unpaid costs. The Commission shall release any amounts remaining in the Cash Deposit after final payment to the construction contractor.

9. Upon acceptance and approval of the Joint Facility by the Parties, ownership of the Village PAS and a bill of sale therefor shall be conveyed to the Village by the Commission. Immediately following such conveyance, the Village shall own and operate the Village PAS, the Village PAS shall become the sole and exclusive property of the Village, and the Village shall have all duty, responsibility, and liability to maintain and repair the Village PAS and the common areas of the Joint Facility and the Commission shall have no obligation or duty with respect thereto. Upon completion of the construction and installation of the Joint Facility, the Commission shall have all duty, responsibility, and liability to maintain and repair the Metering Station.

10. Either Party may terminate this Agreement in the event the other Party fails to comply with any term of this Agreement or any exhibit to this Agreement. Additionally, either Party may terminate this Agreement upon thirty (30) days advance written notice to the other Party in the following situations:

a. In the event the Village shall not have approved the final design of the Village PAS and the common areas of the Joint Facility on or before March 15, 2022.

 b. In the event the Parties are unable to agree on the award by the Commission of a contract(s) for the construction of the Joint Facility on or before December 31, 2022.

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Upon termination for any reason, this Agreement shall be void and of no effect; provided, however, that the Village shall remain responsible for all fees, costs, and expenses incurred or accrued by the Commission prior to termination of this Agreement. The obligation of the Village to reimburse the Commission as required by this Agreement is unconditional and irrevocable, payable without set off or counterclaim, and irrespective of whether lake water is ever furnished, made available, or delivered to the Village through the Joint Facility, or whether the Joint Facility is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of lake water. In the event that, following service of such notice but before actual termination, the basis for such notice is corrected, the notice shall be considered void and of no effect, and this Agreement shall continue in full force and effect.

11. The Village acknowledges and agrees that: (a) the Commission is not, and shall not be, in any way liable for damages or injuries that may be sustained as a result of the Commission's review and approval of any plans for the Joint Facility, or as a result of the issuance of any approvals, certificates, or acceptances for the development or use of any portion of the Joint Facility, or as a result of the design of the Joint Facility or the operation or maintenance of the Village PAS or the common areas of the Joint Facility; and (b) the Commission's review and approval of any such plans and issuance of any such approvals, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Village, or any respective successors, assigns, tenants, or licensees, or any third party, against damage or injury of any kind at any time.

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12. The Village hereby releases the Commission from, agrees that the Commission shall not be liable for, and agrees to indemnify and hold the Commission harmless from: (a) any damages resulting from failure to supply lake water or for any interruption of the lake water supply; (b) any damage to the Village Water System caused by the design of the Joint Facility or the operation or maintenance of the Village PAS or the common areas of the Joint Facility; and (c) any claims, litigation, and liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by, connected with, or in any way attributable to or arising out of, the construction and installation of the Joint Facility or the maintenance of the Village Water System, the Village PAS, or the common areas of the Joint Facility, attributable to or arising out of any act or omission of the Village, or to any exercise by the Village of any right or duty herein granted or any failure by the Village to exercise any such right or duty or to comply with any of the terms and conditions of this Agreement. The Village shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Commission in defending itself with regard to any and all of the matters mentioned in this Section 12.

The Commission hereby releases the Village from, agrees that the Village shall not be liable for, and agrees to indemnify and hold the Village harmless from any claims, litigation, and liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by, connected with, or in any way attributable to or arising out of, the construction and installation of the Joint Facility, the maintenance of MS-14e or the Metering Station, or the common areas of the Joint Facility, attributable to or arising out of any act or omission of the Commission, or to any exercise by the Commission of any right or duty herein granted or any failure by the Village to exercise any such right or duty or to comply with any of the terms and conditions of this Agreement.

Notwithstanding the foregoing, the Commission shall not be required to defend, indemnify or hold harmless the Village or its employees, officers or agents for the Village's or its employees', officiers' or agents' own acts or omissions, and the Village shall not be required to defend, indemnify or hold harmless the Commission or its employees, officers or agents for the Commission's or its employees', officers' or agents' own acts or omissions.

Nothing contained in this Agreement is intended to be, nor shall operate as, a waiver by Village or the Commission of the rights, defenses and immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act.

The Parties' obligations under this Section shall survive the termination or expiration of this Agreement.

13. This Agreement, and the Joint Facility provided by this Agreement, shall be deemed to supplement that certain contract entitled "Water Purchase and Sale Contract between the DuPage Water Commission and Charter Customers," dated as of July 21, 1986 (the "Charter Customer Contract"), by and between, among others, the Parties hereto, to provide for an additional point of delivery to the "Unit System," as defined in the Charter Customer Contract, of the Village. Except where expressly provided in this Agreement, nothing in this Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of the Charter Customer Contract, and, if there is any conflict

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or inconsistency between the terms of this Agreement and the terms of the Charter Customer Contract, then the terms of the Charter Customer Contract shall control. The Village shall at all times comply with all terms and conditions of the Charter Customer Contract, including without limitation the making of all payments due thereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Agreement, or the Village's inability to receive water through the Metering Station provided by this Agreement, excuse, delay, or in any other way affect the Village's performances under the Charter Customer Contract, including without limitation the making of all such payments.

For the purposes of the Charter Customer Contract, and the Joint Facility provided by this Agreement, the point of delivery with respect to the Village Water System shall be a point in the water main connecting the Metering Station to the Village PAS located downstream from the inside face of the outside wall or foundation of the Metering Station a distance of ten (10) feet or where such water main enters the outside face of the outside wall or foundation of the Village PAS, whichever is closer to the Metering Station.

Notwithstanding anything to the contrary contained in the Charter Customer Contract, the Parties expressly acknowledge and agree that the Village shall not be entitled to payment or reimbursement from the Commission for the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility.

14. The Parties agree to meet and cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth herein. The

Parties agree and acknowledge that further details regarding the construction and operation of the Joint Facility may be subject to a future agreement.

15. This Agreement may not be assigned by any Party, in whole or in part, without the prior written consent of the other Party, which consent, with respect to the Village, shall not be unreasonably withheld.

16. In case any one or more of the provisions contained in this Agreement should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby; provided, however, that if the remaining parts hereof may not reasonably be construed together without the part or parts so held invalid or unenforceable, the Parties agree to negotiate such reasonable amendments hereto as shall be required to most nearly conform this Agreement, as thereby amended, to the original intention of the Parties.

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

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

DuPage Water Commission

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600 East Butterfield Road Elmhurst, Illinois 60126-4642 Attention: General Manager

Notices and communications to Lombard shall be addressed to, and delivered at,

the following address:

Village of Lombard 255 E. Wilson Ave. Lombard, Illinois 60148 Attention: Mr. Carl Goldsmith Director of Public Works

IN WITNESS WHEREOF, the DuPage Water Commission and the Village of Lombard have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day and year first above written.

DU PAGE WATER COMMISSION

ATTEST:

Chairman

Clerk

VILLAGE OF LOMBARD

Village President

ATTEST:

Village Clerk

EXHIBIT A

WATER DELIVERY DATA

DU PAGE WATER COMMISSION

Date: June 10, 2021

CUSTOMER NAME: Village of Lombard

DELIVERY POINT (DWC NODE No.): 12" Blow-Off Valve B11096 - TSW Sta. 253+43

DWC METER STATION NO. & LOCATION: Lombard MS14E

TYPE OF CUSTOMER'S FACILITY REQUIRED: Type D Pressure Increasing

LOCATION AT ⁽¹⁾ See Exhibits B-1 and B-2, A, generally located adjacent to the proposed Golfsocial Lombard property at 600 E. Butterfield Road, Lombard,

DWC DESIGN MINIMUM HYDRAULIC GRADE ⁽²⁾ (USGS DATUM): <u>853.3 USGS</u>

CUSTOMER'S SYSTEM OVERFLOW ELEV. (USGS) AND/OR REQUIRED HEAD ⁽³⁾ <u>913-925</u>

CUSTOMER'S TYPE and SIZE of STORAGE FACILITY ⁽⁴⁾ <u>1.5 to 2.0 MG Elevated Storage Tank-TBD by</u> Lombard

HYDRAULIC DATA

		DWC Hydraulic Grade 10 ft.
	Flow Rate @ Customer's	Downstream of DWC Meter
	Proposed Facility	Station
	In MGD	USGS DATUM
	(Provided by Lombard)	(Provided by DWC)
Average Day	1.72	890.3
Maximum Day	2.92	895.0
Peak Day (5)	5.15	865.9

- (1) Customer to provide location of Customer's Connection Facility
- (2) DWC design minimum hydraulic grade will fluctuate approx. <u>+</u> 10 feet depending upon Commission's elevated storage water elevation.
- (3) It is customer's responsibility to verify the system overflow elevation or required head.
- (4) Customer to provide Type and Size of Storage Facility where DWC Customer Connection terminates (feeder main and metering station location)
- (5) 3 X IDNR highest average day flow or 1500 GPM minimum.

EXHIBIT B-1

DEPICTION OF JOINT FACILITY SITE

(attached)





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EXHIBIT B-2

LEGAL DESCRIPTION OF JOINT FACILITY SITE

(attached)

EXHIBIT B-2

TO BE PROVIDED BY THE VILLAGE OF LOMBARD UPON COMPLETION OF LOMBARD'S REAL ESTATE TRANSACATION

EXHIBIT C

FORM OF METERING STATION EASEMENT AGREEMENT

(attached)

DUPAGE WATER COMMISSION

METERING STATION

EASEMENT AGREEMENT (Lombard MS-14e)

PERMANENT REAL ESTATE TAX INDEX NO. _____

Prepared by and Mail to:

DuPage Water Commission 600 E. Butterfield Rd. Elmhurst, IL 60126

METERING STATION EASEMENT AGREEMENT (Lombard MS-14e)

THIS METERING STATION EASEMENT AGREEMENT (Lombard MS-14e) is made and entered into as of this _____ day of ______, 202_, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission") and the VILLAGE OF LOMBARD, a municipal corporation created and existing under the laws of the State of Illinois and a customer of the Commission (the "Customer").

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract, dated as of July 21, 1986 (the "Charter Customer Contract"), as supplemented by a certain Intergovernmental Agreement to Provide for the Construction of a Joint Facility, dated as of ______, 2021 (the "Joint Facility Agreement"); and

WHEREAS, the Joint Facility Agreement provides that the Commission is to furnish, install, own, operate, maintain, and repair certain equipment and devices, together with certain structures and portions of its water distribution main, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Customer at the additional connection point provided for under the Joint Facility Agreement (collectively referred to as the "Metering Station"); and WHEREAS, the Joint Facility Agreement provides that the Metering Station is to be located at a site selected and provided by the Customer, subject to review and approval by the Commission; and

WHEREAS, the Customer has selected the site legally described in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (the "Metering Station Easement Premises") for the location of the Metering Station as generally depicted in Exhibit 2 attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Commission has reviewed the Metering Station Easement Premises and approved the same for the location of the Metering Station; and

WHEREAS, the Commission has submitted to the Customer for review the drawings and specifications for the Metering Station; and

WHEREAS, the Commission and the Customer desire to enter into this Easement Agreement in order to provide the Commission with a sufficient property interest in the Metering Station Easement Premises to fulfill the provisions and purpose of the Charter Customer Contract, as supplemented by the Joint Facility Agreement; and

WHEREAS, the Commission has duly adopted its Ordinance No. O-__-0_, being "An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Lombard Metering Station MS-14e Site and Authorizing the Execution of the Lombard Metering Station Easement Agreement," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seg.; and

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WHEREAS, the Customer has duly adopted its Resolution No. _____, being "A Resolution Approving the Intergovernmental Transfer of Easement Rights to the DuPage Water Commission," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the Customer hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein as substantive provisions of this Easement Agreement.

2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual easement to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, together with all reasonable rights of ingress and egress along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual access easement upon, along, and across the real property legally described in Exhibit 3 attached hereto and by this reference incorporated herein and made a part hereof (the "Access Easement Premises").

-3-

3. The Metering Station shall be not located, constructed, or maintained in any manner not in substantial conformity with Exhibit 2 without the express consent of the Customer, which consent shall not be unreasonably withheld.

4. The Customer hereby further grants to the Commission a temporary construction easement for the installation of the Metering Station upon, along, and across the real property legally described in Exhibit 4 attached hereto and by this reference incorporated herein and made a part hereof (the "Subject Property"). Said temporary construction easement shall be used by the Commission only during periods of actual installation activity and for any necessary restoration of the Metering Station Easement Premises.

5. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the Subject Property.

 After construction of the Metering Station, the Metering Station Easement Premises shall be restored in accordance with the drawings and specifications for the Metering Station.

7. The Customer hereby reserves the right to use the Metering Station Easement Premises, the Access Easement Premises, and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Metering Station Easement Premises or the Access Easement Premises without the express prior

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written consent of the Commission, nor shall the Customer permanently or temporarily improve, damage, or obstruct the Metering Station Easement Premises [or the Access Easement Premises] in any manner that would impair the exercise by the Commission of the rights hereby granted.

The Customer agrees to indemnify and defend the Commission with respect 8. to any and all claims or damages to persons or property which may arise out of any acts or omissions of the Customer, or its agents or employees, arising out of any work on the Metering Station Easement Premises, the Access Easement Premises, and the Subject Property in conjunction with its rights pursuant to Paragraph 7 hereof. Except as otherwise provided in the Joint Facility Agreement, the Commission agrees to indemnify and defend the Customer with respect to any and all claims of damages to persons or property which may arise directly from the acts or omissions of the Commission, or its agents or employees, in performing any work on the Metering Station Easement Premises, the Access Easement Premises, and the Subject Property in conjunction with its rights pursuant to Paragraphs 2, 4, 5, and 6 hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times. Notwithstanding the foregoing, the Commission shall not be required to defend, indemnify or hold harmless the Village or its employees, officers or agents for the Village's or its employees', officers' or agents' own acts or omissions, and the Village shall not be required to defend, indemnify or hold harmless the Commission or its employees, officers

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or agents for the Commission's or its employees', officers' or agents' own acts or omissions. Nothing contained in this Agreement is intended to be, nor shall operate as, a waiver by Village or the Commission of the rights, defenses and immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act. The Parties' obligations under this Section shall survive the termination or expiration of this Agreement.

9. This Easement Agreement shall constitute and stand in the place of all Customer permits required by the Commission or its contractor to construct, furnish, install, own, operate, maintain, test, inspect, repair, remove, or replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, and the Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any permits required from any county, state, or federal agency for or in connection with constructing, furnishing, installing, owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the Metering Station.

10. In the event that the Charter Customer Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days execute and deliver to the Customer an appropriate document evidencing the termination of this Easement Agreement and releasing the easement rights hereby granted. The Commission may, within said 90 day period, in its own discretion, and at the Customer's expense, remove the Metering Station from the Metering Station Easement Premises. If

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the Commission fails to remove the Metering Station, as aforesaid, the Customer may take title to the Metering Station.

11. All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper representatives duly authorized to execute the same.

DUPAGE WATER COMMISSION

ATTEST:

By:

General Manager

VILLAGE OF LOMBARD

ATTEST:

By:

Village President

Village Clerk

LEGAL DESCRIPTION OF THE METERING STATION EASEMENT PREMISES

[TO BE SUPPLIED BY LOMBARD]

PLANS FOR THE LOCATION OF THE METERING STATION

[TO BE SUPPLIED BY THE COMMISSION]

LEGAL DESCRIPTION OF THE ACCESS EASEMENT PREMISES

[TO BE SUPPLIED BY LOMBARD]

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

[TO BE SUPPLIED BY LOMBARD]

STATE OF ILLINOIS)) SS COUNTY OF DUPAGE)

I, ______, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ______, personally known to me to be the General Manager of the DuPage Water Commission, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said Commission, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 202_.

Notary Public
My Commission Expires:

STATE OF ILLINOIS)) SS COUNTY OF DUPAGE)

I, ______, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ______, personally known to me to be the Village Manager of the Village of Lombard, a municipal corporation, and ______, personally known to me to be the Village Clerk of said Village, and personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 202_.

Notary Public

My Commission Expires:

EXHIBIT D

GRANT OF INGRESS, EGRESS AND WATER MAIN EASEMENTS

(attached)

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Coordinating Engineer	
ITEM	A Resolution Approving and Ratifying Task Order 18 Under a Master Contract with AECOM Technical Services, Inc. at the October 21, 2021, DuPage Water Commission Meeting	APPROVAL		
	Resolution No. R-52-21	CARCE		
Account No.: 01-60-711000 - \$104,920.00				
As a companion action to R-51-21, and the Village of Lombard's request for a 5 th connection point, Staff concurrently requested proposals from ten (10) of the Commission's prequalified engineering firms to provide design services, bidding services, and construction services for the joint connection facilities.				
Five (5) proposals were received, as tabulated below, and the proposal deemed most favorable to the Village of Lombard and to the Commission is the proposal of AECOM Technical Services, Inc. The Village of Lombard, as the entity covering the full expenses of the project, confirmed that it would be most advantageous for to proceed with the proposal as tendered by AECOM.				
AECOM Technical Services \$104,920 Baxter & Woodman \$140,100 Greeley and Hansen \$146,745 Donahue & Associates \$165,801 Christopher B. Burke \$200,000				
Resolution No. R-52-21 would approve Task Order 18 to the Master Contract with AECOM Technical Services, Inc., and will authorize AECOM to provide the professional design services and bidding services for the joint connection facility at a cost of \$104,920.00. The associated project management services and construction services are not included with this Task Order, however, shall be brought under consideration when the full extent of the project is determined.				
In accordance with the IGA if approved under R-51-21, the Village of Lombard is responsible for 100% of the cost incurred for engineering services and said costs shall be deducted from the funds to be deposited. The engineering services as approved will not commence until said deposits have been received.				
MOTION: To adopt Resolution No. R-52-21.				

DUPAGE WATER COMMISSION

RESOLUTION NO. R-52-21

A RESOLUTION APPROVING AND RATIFYING TASK ORDER 18 UNDER A MASTER CONTRACT WITH AECOM TECHNICAL SERVICES, INC. AT THE OCTOBER 21, 2021, 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:

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

<u>SECTION TWO</u>: 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 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.

<u>SECTION THREE</u>: 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 _____, 2021.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-52-21.docx

)
TASK ORDER NO. 18

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

1. Project:

Design and Bidding Services related to providing a 5th connection point to the Village of Lombard including a Feeder Main and a Joint Facility (Metering Station and Pressure Adjusting Station in a single structure and collectively referred to as MS/PAS 14E), based upon AECOM Technical Services, Inc's proposal dated September 2nd, 2021.

2. Services of Consultant:

- A. Basic Services:
 - 1. Preliminary Design Phase
 - a. Meet with Owner and the Village of Lombard to determine the general scope, extent and character the Project.
 - b. Perform soil borings along the proposed feeder main route and the Joint Facility site.
 - c. Provide field surveying services to plot feeder main, permanent metering station and connection facilities easements; plot temporary construction easements; plot permanent site access easements; and provide legal descriptions of each for DWC to incorporate into various agreements with 3rd parties.
 - d. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
 - e. Furnish up to 7 paper copies of the Preliminary Design Documents and a .pdf file, together with Consultant's revised opinion of probable Construction Cost of the Project, for review and approval by Owner, and review them with Owner. The opinion of probable construction costs shall delineate individual costs associated with:
 - 1) Connection to existing DWC transmission main and the feeder main up to the DWC Metering Station
 - 2) The DWC Metering Station

- 3) The Lombard Pressure Adjusting Station and connection to the existing Lombard distribution system.
- 3. Final Design Phase
 - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
 - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
 - c. Furnish up to 7 paper copies of the Final Design Documents and a .pdf file, together with Consultant's revised opinion of probable Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.
- 4. Bidding or Negotiating Phase
 - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issued and attend pre-bid or negotiation conferences.
 - b. Issue addenda as appropriate and approved by Owner.
 - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
 - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
 - e. Attend bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.

B. Additional Services:

None

3. <u>Approvals and Authorizations</u>: Consultant shall obtain the following approvals and authorizations:

None

4. <u>Commencement Date</u>:

Effective Date of this Task Order

5. Completion Date:

- A. <u>Preliminary Design Phase</u>: 30 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- B. <u>Final Design Phase</u>: 60 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- C. <u>Bidding Phase</u>: 45 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

*Days exclude owner review periods and are contingent upon receiving all necessary and needed information from the Village of Lombard and 3rd Parties relating to Property Interests. The dates are subject to change if said information is not received in a timely manner.

6. Submittal Schedule:

None

7. Key Project Personnel:

Mike Winegard Jonas Packer Art Goodfriend Don Sieracki Weixia Wu

8. Contract Price:

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth

opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

Phase	Direct Labor Cost Factor	Not to Exceed
Joint Facilities		
Soil Borings	2.82	\$4,900
Surveying Services	2.82	\$5,400
Commission Connection Facilities		
Preliminary Design	2.82	\$17,458
Final Design	2.82	\$33,826
Bidding Services	2.82	\$3,100
Village PAS Facilities		
Preliminary Design	2.82	\$12,642
Final Design	2.82	\$24,494
Bidding Services	2.82	\$3,100
Total:	2.82	\$104,920

9. Payments:

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

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

10. Modifications to Contract:

None

11. Attachments:

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

FORCE MAJEURE. Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events beyond the reasonable control of the claiming Party, including, but without limitation to, "acts of god," abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, disease, plaque, guarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events). or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). For the avoidance of doubt, Force Majeure Events include the Coronavirus disease (COVID-19) outbreak. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonable likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Purchase Order without breach. In case such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination. 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. 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.

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 October 25th, 2021.

DUPAGE WATER COMMISSION

By:

John Spatz General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Bonnema Title: Coordinating Engineer Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642 E-mail Address: Bonnema@dpwc.org Phone: (630) 834-0100 Fax: (630) 834-0120

AECOM Technical Services, Inc.

By:

Michael H. Winegard Title: Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard

Title: Vice President, Water, North America

Address: 303 East Wacker Drive, Chicago, Illinois 60601

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

Phone:312-373-6631

Fax: 312-373-6800

Bid Tab for Lombard Additional Connection

PRICE	A	ECOM	CHR	S BURKE	BA	X & WOODMAN	D	ONAHUE	GRE	ELEY & HANSEN
Design	Lu	mp sum								
Meetings	1				\$	13,800				
Soil Borings	1.00		\$	25,000	\$	6,450	\$	7,550	\$	13,735
Surveying Services	1.00		\$	25,000	\$	6,450	\$	25,400		4,516
Preliminary Design	1.10	1.11.51								
Commission Metering Station			\$	20,000		lump sum (\$40,200)	\$	27,053		lump sum (\$51,677)
Lombard Pressure Adjusting	1.4		\$	30,000			\$	33,047		
PRELIMINARY DESIGN TOTAL	\$	40,400	\$	100,000	\$	66,900	\$	93,050	\$	69,928
Final Design	Lu	mp sum				Lump sum				Lump sum
Commission Metering Station		1.1.1.1.1.1	\$	40,000			\$	27,436		Lump cum
Lombard Pressure Adjusting			\$	50,000			\$	33,524		
FINAL DESIGN TOTAL	\$	58,320	\$	90,000	\$	69,400	\$	60,960	\$	72,872
Bidding	Lu	mp sum				Lump sum				Lump sum
Commission Metering Station	1000		\$	5,000			\$	5,310		
Lombard Pressure Adjusting	in a	101.01	\$	5,000		and the second	\$	6,481		
BIDDING TOTAL	\$	6,200	\$	10,000	\$	3,800	\$	11,791	\$	3,945
DESIGN/BIDDING SUBTOTAL	\$	104,920	\$	200,000	\$	140,100	\$	165,801	\$	146,745
Construction										
Commission Metering Station	Lu	mp sum	\$	100,000		Lump Sum	\$	77,634	Lum	p sum (\$100,518)
		36,850)								
Lombard Pressure Adjusting	1723	in the second	\$	100,000			\$	94,865		
Construction Observation	\$	18,100	1.12	included	1			included	\$	47,680
CONSTRUCTION SERVICES TOTAL	\$	54,950	\$	200,000	\$	97,400	\$	172,499	\$	100,518
OVERALL SUM OF SERVICES	\$	159,870	\$	400,000	\$	237,500	\$	338,300	\$	247,263



DuPage Water Commission MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator

DATE: October 12, 2021

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the October 21, 2021 Commission meeting:

September 8, 2021 to October 12, 2021 A/P Report

\$11,145,183.61

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Accrued and estimated payments required before November 2021 Commission meeting 1,844,025.00

Total

\$12,989,208.61

cc: Chairman and Commissioners

Board Open Payable Report



DuPage Water Commission

As Of 10/12/2021 Summarized by Payable Account

			Payable		Net
Payable Number	Description	Post Date	Amount		Net Amount
Payable Account:	01-211000 - ACCOUNTS PAYABLE				
Vendor: 2299	AL Warren Oil Company Inc.			Payable Count: (1)	2,026.03
W1424645	Fuel Delivery: 10/7/21	10/12/2021	2,026.03		2,026.03
Vendor: <u>1088</u>	AMERICAN WATER WORKS ASSOCIATION			Payable Count: (1)	231.00
7001957150	Membership Renewal: Bonnema 03703246	09/16/2021	231.00		231.00
Mandan 2202					
Vendor: 2283 INV0005535	BMO HARRIS CREDIT CARD Combined September 2021: Spatz & Johnson	00/20/2021	2 1 (0 2 2	Payable Count: (1)	2,168.32
110000000000000000000000000000000000000	combined September 2021. Spatz & Johnson	09/30/2021	2,168.32		2,168.32
Vendor: <u>1023</u>	CDW Government			Payable Count: (3)	2,151.80
<u>K870479</u>	GBICs for Switch Interface	09/16/2021	111.90		111.90
<u>K939127</u>	GBICs for Switch Interface	09/18/2021	794.12		794.12
<u>L551784</u>	SQL Server License for SCADA	09/30/2021	1,245.78		1,245.78
Vendor: <u>1135</u>	CITY OF CHICAGO SUPERINTENDENT OF WATER CO	ILLECTION		Payable Count: (1)	11,105,060.09
INV0005557	WATER BILLING: September 2021	09/30/2021	11,105,060.09		11,105,060.09
Vendor: 2321	Concentric Integration, LLC			Payable Count: (1)	195.00
0227241	Report Changes for Meter Shop PLC Testing Program	09/30/2021	195.00	Payable Count: (1)	195.00
		,,	199100		199.00
Vendor: <u>2320</u>	Crown Equipment Corporation			Payable Count: (1)	75.00
<u>133516661</u>	Quarterly Maintenance on Crown Lift Truck	09/30/2021	75.00		75.00
Vendor: <u>1240</u>	DOOR SYSTEMS, INC.			Payable Count: (2)	459.75
<u>900389</u>	Door Repair - Vehicle Storage Building	09/16/2021	271.50		271.50
900923	Overhead Door Function Verification	09/30/2021	188.25		188.25
Vendor: <u>1233</u>	Elmhurst Occupational Health			Payable Count: (1)	348.00
00140639-00	Medical Exam: Creaven	09/21/2021	348.00		348.00
Vendor: <u>1068</u>	HACH COMPANY			Develop County (D)	4 000 40
12647618	Laboratory Supplies for Water Testing	09/28/2021	965.04	Payable Count: (2)	1,922.40 965.04
12660220	Laboratory Supplies for Water Testing	09/30/2021	957.36		957.36
		00,00,2022	567186		
Vendor: <u>1063</u>	ILLINOIS SECTION AWWA			Payable Count: (2)	392.00
200065913	Watercon Replay (Virtual)	09/16/2021	224.00		224.00
200065914	SCADA 204 - System Telemetry (Virtual)	09/16/2021	168.00		168.00
Vendor: <u>1530</u>	IRTH SOLUTIONS, INC.			Payable Count: (1)	19,091.87
SIR007127	Annual User Fee: 10/1/21-9/30/22	10/05/2021	19,091.87		19,091.87
Vendor: 2317	LION			Payable Count: (1)	1,316.75
30175520	Live Fire Extinguishing Training Equipment	09/30/2021	1,316.75		1,316.75
Mandam 2210					
Vendor: <u>2318</u> 10807	Logical Media Group	10/07/2021	150.00	Payable Count: (1)	150.00
10007	Website Hosting Services - October 2021	10/07/2021	150.00		150.00
Vendor: <u>1054</u>	MCMASTER-CARR SUPPLY COMPANY			Payable Count: (2)	243.84
65363972	Meter Station Supplies	09/28/2021	149.25	Payable Count: (2)	149.25
		09/28/2021 09/30/2021	149.25 94.59	Payable Count: (2)	
65363972	Meter Station Supplies			Payable Count: (2) Payable Count: (1)	149.25
<u>65363972</u> <u>65718137</u>	Meter Station Supplies Pipeline Supplies				149.25 94.59
65363972 65718137 Vendor: 2198 50740	Meter Station Supplies Pipeline Supplies Meccon Industries, Inc. Repair Water Line for Hose Reel and Roselle PS	09/30/2021	94.59	Payable Count: (1)	149.25 94.59 1,452.15 1,452.15
65363972 65718137 Vendor: 2198	Meter Station Supplies Pipeline Supplies Meccon Industries, Inc.	09/30/2021	94.59		149.25 94.59 1,452.15
65363972 65718137 Vendor: 2198 50740 Vendor: 1194	Meter Station Supplies Pipeline Supplies Meccon Industries, Inc. Repair Water Line for Hose Reel and Roselle PS MK BATTERY	09/30/2021 10/12/2021	94.59 1,452.15	Payable Count: (1)	149.25 94.59 1,452.15 1,452.15 -16.97

Board Open Payable Report

As Of 10/12/2021

Payable Number Vendor: <u>2132</u> IN1622726	Description Municipal Emergency Services Depository Account CO Sensor and Cal/Cert of Gas Monitor	Post Date	Payable Amount 325.00	Payable Count: (1)	Net Amount 325.00 325.00
Vendor: <u>2189</u> INV0005520	NCPERS Group Life Ins. NCPERS - IMRF 6641	10/01/2021	59.04	Payable Count: (1)	59.04 59.04
Vendor: <u>1321</u> 99700	PERSPECTIVES, LTD. EMPLOYEE ASSISTANCE SVC: QUARTER 4	10/07/2021	273.00	Payable Count: (1)	273.00 273.00
Vendor: 2279 INV0005477	PETER RIZZO Facilities and Sustainability Class - Reimb	08/31/2021	440.00	Payable Count: (1)	440.00 440.00
Vendor: 1289 66026190	PRAXAIR DISTRIBUTION INC. Oxy Acetylene Torch Tank Pickup	09/30/2021	74.45	Payable Count: (1)	74.45 74.45
Vendor: <u>1342</u> INV0005536	ROSS BOSTICK Reimb for Engineering News Record Subscription	09/30/2021	108.00	Payable Count: (1)	108.00 108.00
Vendor: 2156 SQ10080733	Russo Power Equipment Generators	09/30/2021	2,810.00	Payable Count: (1)	2,810.00 2,810.00
Vendor: <u>1120</u> 0119535	SERVICE FORMS AND GRAPHICS, INC. Office Supplies	09/16/2021	187.04	Payable Count: (1)	187.04 187.04
Vendor: <u>1891</u> <u>CREDT00000008529</u>	SET ENVIRONMENTAL, INC. Credit Balance on IEPA Invoice 277699	08/31/2021	-150.58	Payable Count: (1)	-150.58 -150.58
Vendor: <u>1263</u> 254378	SKARSHAUG TESTING LABORATORY, INC. Electrical Glove and Boot Testing	09/23/2021	201.08	Payable Count: (1)	201.08 201.08
Vendor: <u>1121</u> INV0005540	SPI ENERGY GROUP Electrical Consulting Services: September 2021	09/30/2021	1,235.00	Payable Count: (1)	1,235.00 1,235.00
Vendor: 1773 3488802728 3488802729	STAPLES ADVANTAGE Office Supplies Office Supplies	10/12/2021 10/12/2021	676.37 11.51	Payable Count: (2)	687.88 676.37 11.51
Vendor: 2096 INV0005533	William A. Fates Service as Treasurer: October 2021	10/07/2021	1,666.67	Payable Count: (1)	1,666.67 1,666.67
		Payable	Account 01-211000	Payable Count: (38) Total:	11,145,183.61

Payable Account Summary

Account		Count	Amount
01-211000 - ACCOUNTS PAYABLE		38	11,145,183.61
	Report Total:	38	11,145,183.61

Payable Fund Summary

Fund			Amount
01 - WATER FUND		38	11,145,183.61
	Report Total:	38	11,145,183.61

DUPAGE WATER COMMISSION ITEMS TO BE PAID BY 11-18-21 Board Meeting Date: October 21, 2021

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
55,000.00	Blue Cross Blue Shield - Health Insurance			
7,000.00	Euclid Managers - Dental Insurance			
12,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
35,000.00	City of Chicago - Lexington Labor Costs			
35,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
400.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
5,000.00	Procurement Card Charges			
200.00	Anderson - Pest Control			
400.00	Republic Services - Disposal Services			
300.00	Aramark - Supplies			
600.00	Cintas- Supplies			
	Elecsys - Cell Data Services			
2,200.00	AL Warren - Fuel			
1,500.00	Konica Minolta - Copy and Lease Charges			
	Multisystem Management - Cleaning Services			
	Onyx - Supplies			
	Pitney Bowes - Postage			
	Grainger - Supplies for Operations			
	Verizon - Wireless Service			
	Verizon Connect - Diagnostics			
	City of Aurora - Microbial Analysis			
	Bridgepoint - Hosting Services William Fates - Treasurer			
	Baker Tilly			
	Schirott, Luetkehans & Garner, LLC			
	IT Savvy - Network Support			
	Alexander Kefaloukos - Security			
	Red Wing - Uniforms			
	Elmhurst Occupational Health - New employee			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Sooper Lube - Vehicle Maintenance			
200.00	Sterling - Background Checks			
1,500.00	Storino Ramello & Durkin			

- 500.00 Local 399 Training courses
- 6,000.00 Actuation Group Gear Box at ROV8B Repair
- 4,000.00 Actuation Group ROV10A Gear Box Service/Inspection
- 1,100.00 Altorfer Racor CCV Canisters for Generators
- 300.00 AWWA Mike Weed Membership
- 2,000.00 Barricade Lites Traffic Lane Closure for Repairs at ROV8C
- 4,000.00 Beary Landscaping
- 2,000.00 Beary Tanksite Landscaping

DUPAGE WATER COMMISSION ITEMS TO BE PAID BY 11-18-21 Board Meeting Date: October 21, 2021

2,600.00 Beary - Landscaping at ROV43A

2,000.00 Bedrock - Landscaping

10,000.00 Corrpro - CP Repairs to Standpipe 2

2,100.00 Cintas - Uniforms

300.00 City of Elmhurst

1,000.00 Core & Main - Brass Fitting for Air Release

350.00 Elmhurst Occupational Health - New Employee Testing

- 500.00 Farwest Corrosion Pipe Coating Supplies
- 7,500.00 FE Moran Flow Testing and PRV Adjustments
- 2,000.00 Grainger Shelving for Storage Building IRF Bay
- 2,000.00 Hach Monthly Chemicals
- 2,000.00 Hach Laboratory Supplies for Water Testing
- 3,000.00 IT Savvy HP Server for SQL

14,000.00 International Test and Balance - Gen Facility HVAC Services

3,000.00 Joliet Junior College - Electrical Safety Classes - Kim

7,500.00 John J. Millner - Consulting Services

11,000.00 Julie - Quarterly Service

600.00 Kara Company - Julie Marking Paint

- 6,000.00 Meccon Plumbing Repairs of E. Discharge Venturi Lines
- 1,500.00 Meccon Plumbing Repairs to Pressure Transmitter
- 300.00 Newark Replacement Fans for VFD's
- 500.00 Office Depot Supplies
- 4,500.00 Pace Systems Cordless Mic Batteries
- 18,500.00 Pace Systems Video Conferencing AV Upgrades
- 4.000.00 Premier Fall Protection Annual Recertification
- 900.00 Program One Window Cleaning
- 300.00 Railroad Management License Fees
- 300.00 Redwing Safety Shoes Kim
- 36.000.00 Rossi Sidewalk Repairs QR-12/21
- 8,000.00 Schneider Camera Maintenance
- 1,000.00 Schneider Repair for HVAC Controller
- 20,000.00 Schneider Switch Upgrade and PTZ Dome Camera Repl.
- 300.00 Skarshaug Electrical Glove and Boot Testing
- 400.00 Specialty Mat Mat Service
- 14,000.00 Volt IR Scanning of Electrical Equipment at DPS & Roselle Pump Station
- 10,000.00 AECOM Pump 10 Feasibility Analysis
- 30,000.00 EN Engineering Cathodic Protection and CRCUC Meeting
- 6,000.00 DelasCasas Cathodic Protection
- 5,000.00 Cathodic Protection Management Rectifier Investigation
- 25,000.00 Badger Determining Pipe Material
- 80,000.00 Rossi Frame Lid and Frame Repair
- 40,000.00 Actuation Group Valve Assessment Program
- 6,000.00 Schirott Lombard IGA Review
- 40,000.00 AECOM Lombard Design
- 600.00 Jessica Bonnema Travel Expense Reimbursement
- 15,000.00 AECOM ERP and Communications Training
- 97.000.00 John Neri Manhole and Frame Repairs
- 500.00 College of DuPage Meeting Room Rental
- 506,000.00 AJ Gallagher Property/Liability Insurance
- 29,500.00 AJ Gallagher Agency Conract Fee
- 12,000.00 AMWA Membership Dues Spatz
 - 50.00 Illinois Tollway Tolls
- 8,100.00 Utility Service Co Annual Agreement

1,844,025.00



DuPage Water Commission MEMORANDUM

TO: Commissioners

FROM: James F. Zay Chairman

> John F. Spatz General Manager

- DATE: October 14, 2021
- SUBJECT: August 2021 Invoices

I reviewed the Luetkehans, Brady, Garner & Armstrong invoice for services rendered during the period August 1, 2021 – August 31, 2021 and recommend it for approval. The invoices should be placed on the October 21, 2021 Commission meeting accounts payable.

August 2021 Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$2,320.00	11.6	\$200.00	Luetkehans (2.30 @ \$200/hr.) Armstrong (9.30 @ \$200/hr.) Nosalski (0 @ \$200/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Total:	\$2,320.00	11.6	\$200.00		