



DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE RESCHEDULED APRIL 2010 REGULAR MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 6:00 P.M. ON THURSDAY, APRIL 15, 2010, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126. THE AGENDA FOR THE RESCHEDULED APRIL 2010 REGULAR MEETING IS AS FOLLOWS:

REVISED AGENDA

**DUPAGE WATER COMMISSION
THURSDAY, APRIL 15, 2010
6:00 P.M.**

**600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126**

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
(Majority of the Commissioners then in office—minimum 7)
- III. Administering Official Oath
 - Richard R. Furstenau, Municipal Representative District 5
- IV. Public Comments (limited to 5 minutes per person)
- V. Approval of Minutes
 - A. Regular Meeting of March 11, 2010
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the March 11, 2010 Regular Meeting of the DuPage Water Commission (Voice Vote).

- B. First Executive Session of March 11, 2010
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the First Executive Session Minutes of the March 11, 2010 Regular Meeting of the DuPage Water Commission (Voice Vote).

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

C. Second Executive Session of March 11, 2010

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

RECOMMENDED MOTION: To approve the Second Executive Session Minutes of the March 11, 2010 Regular Meeting of the DuPage Water Commission (Voice Vote).

D. Special Meeting of March 25, 2010

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

RECOMMENDED MOTION: To approve the Minutes of the March 25, 2010 Special Meeting of the DuPage Water Commission (Voice Vote).

E. Executive Session of March 25, 2010

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

RECOMMENDED MOTION: To approve the Executive Session Minutes of the March 25, 2010 Special Meeting of the DuPage Water Commission (Voice Vote).

VI. Treasurer's Report – March 2010

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

RECOMMENDED MOTION: To accept the March 2010 Treasurer's Report (Voice Vote).

VII. Committee Reports

A. Administration Committee

– Meeting Canceled

B. Engineering & Construction Committee

– Meeting Canceled

C. Finance Committee

– Meeting Canceled

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

A. Ordinance No. O-4-10: Second Transfer of Appropriations Ordinance for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010

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

- B. Resolution No. R-17-10: A Resolution Releasing Certain Executive Session Meeting Minutes at the April 15, 2010, DuPage Water Commission Meeting

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

- C. Resolution No. R-18-10: A Resolution Adopting Harris Corporate Resolutions for Deposit Accounts and Other Financial Services and Approving and Accepting the Terms and Conditions in the Harris Handbook for Personal and Business Deposit Accounts

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

RECOMMENDED MOTION: To adopt the items listed on the Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

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

- A. Ordinance No. O-5-10: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011

(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)

- B. Ordinance No. O-6-10: An Ordinance Establishing A Rate for Operation and Maintenance Costs for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011

(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)

- C. Ordinance No. O-7-10: An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011

(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)

- D. Resolution No. R-16-10: A Resolution Approving and Ratifying Certain Contract Change Orders at the April 15, 2010, DuPage Water Commission Meeting

(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 the items listed on the Super/Special Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

XI. Old Business

- Recommendations From Ad Hoc Committee

XII. New Business

A. Directing Use of Contingency Funds for Water Fund Operations

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

RECOMMENDED MOTION: To direct Commission staff to use funds on deposit in the Contingency Reserve Fund established by Resolution No. R-1-10 to support water operations until an additional debt certificate is issued or higher cash receipts from new water rates begin to be collected in July 2010 (Roll Call).

B. FYE 2010 Audit

C. Purchasing Policy

XIII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$5,095,409.45, 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 \$671,262.99, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

XIV. 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).

XV. Personnel Compensation Adjustment

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

RECOMMENDED MOTION: To approve the fiscal year 2009-2010 base salary increase for certain personnel in accordance with the discussion in Executive Session (Roll Call).

XVI. Adjournment

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

**MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, MARCH 11, 2010
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman S. Louis Rathje at 8:00 P.M.

Commissioners in attendance: T. Bennington, E. Chaplin, T. Elliott, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Commissioners Absent: L. Hartwig

Also in attendance: Treasurer R. Thorn, R. Martin, R. Skiba, M. Crowley, C. Johnson, T. McGhee, J. Nesbitt, R. C. Bostick, J. Schori, M. Weed, E. Kazmierczak, F. Frelka, and C. Gair of Jenner & Block

PUBLIC COMMENTS

Debra Fulks, Glen Ellyn, Illinois, read a prepared statement by DuPage United expressing concern that the Board should be held accountable for the Commission's financial condition and that DuPage United is in full support of the County of DuPage taking full control of the Commission.

Chairman Rathje changed the order of business at the meeting to hold an Executive Session before the approval of minutes in order to have Attorney Chris Gair of Jenner & Block report on the status of the forensic audit investigation.

EXECUTIVE SESSION

Commissioner Elliott moved to go into Executive Session to discuss personnel pursuant to 5 ILCS 120/2(c)(1) and (2) and to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11). Seconded by Commissioner Murphy.

After Commissioners Mueller and Zeilenga recommended against changing the order of business because it was not fair to the public to have them wait around, the motion was approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, W. Maio, G. Mathews, W. Murphy, A. Poole, F. Saverino, J. Zay, and L. Rathje

Nays: W. Mueller and D. Zeilenga

Absent: L. Hartwig

The Board went into Executive Session at 8:05 P.M.

Commissioner Maio moved to come out of Executive Session at 9:07 P.M. Seconded by Commissioner Zay and unanimously approved by a Voice Vote.

Minutes of the 3/11/10 Meeting

All voted aye. Motion carried.

The Board took a 10 minutes recess and reconvened at 9:14 P.M

APPROVAL OF MINUTES

Commissioner Bennington moved to approve the Minutes of the February 11, 2010 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Zay and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Murphy moved to approve the Minutes of the Executive Session of the February 11, 2010 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Bennington and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report for the month of February 2010 which showed receipts of \$6,301,649.56, disbursements of \$11,366,048.22, and a cash and investment balance of \$63,782,459.73.

Commissioner Zay noted that the Commission's Cash Reserve Policy calls for a \$20 million (three months reserve) balance. Commissioner Zeilenga recommended that the balance be changed to \$13 million (two months reserve). Until this policy is officially changed by Resolution, Commissioner Zeilenga stated the amount would be shown as \$20 million in the cash operating report.

Commissioner Zeilenga moved to include with the monthly Treasurer's Report a Monthly Cash/Operating Report. Seconded by Commissioner Bennington and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Bennington moved to accept the February 2010 Treasurer's Report. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee

No meeting

Engineering & Construction Committee

No meeting

Finance Committee

Although there was no committee meeting, Former Financial Administrator Skiba explained two reports pertaining to Finance: (1) Sales Tax Collection Graphs for February and (2) the February Investment Detail List which were distributed, serve as additional information, and does not change any dollar amounts in the financial reports.

With regard to the auditor, Former Financial Administrator Skiba stated that if McGladrey and Pullen will not be the firm completing the audit for FY 2009, then he would suggest perhaps having the audit firm retained by Jenner & Block complete the work due to their familiarity with the Commission's finances.

Commissioner Zeilenga asked if it would be helpful to involve two groups comprised of municipal and county representatives to assist in auditing the accounts. Former Financial Administrator Skiba disagreed, noting that it would be best to use an auditing firm that was under contract with the Commission. Commissioner Zay then directed Former Financial Administrator Skiba to contact McGladrey and Pullen to finish the FY 2009 audit. Commissioner Bennington noted his concerns that the Treasurer's, Manager's, and Commissioner's Surety Bonds might be terminated by mid April 2010 unless the FY 2009 audit and management letter had been delivered to the Surety Company.

CHAIRMAN'S REPORT

Chairman Rathje read a letter dated March 1, 2010 from Commissioner Poole announcing his retirement of 38 years with the City of Naperville as well as 23 years served as a Commissioner. Chairman Rathje thanked Commission Poole for his many years of dedication and wished him well in his retirement.

MAJORITY OMNIBUS VOTE AGENDA

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

Commissioner Bennington moved to adopt the items listed on the Super/Special Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Elliott and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Minutes of the 3/11/10 Meeting

Absent: L. Hartwig

Item 1: Resolution No. R-11-10: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the March 11, 2010, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-12-10: A Resolution Awarding a Contract for the Construction of Winfield Meter Station 27B (Contract MS-17/10) — "Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-13-10: A Resolution Approving and Ratifying Certain Contract Change Orders at the March 11, 2010, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

OLD BUSINESS

Commissioner Bennington moved to direct Commission staff to fund construction payments that cannot be made from proceeds of a debt issue from Sales Tax revenues or Water Fund Depreciation Account balances. Seconded by Commissioner Mueller and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: L. Hartwig

NEW BUSINESS

Commissioner Bennington moved to ratify disbursements made on February 23, 2010, to Blue Cross/Blue Shield of Illinois in the amount of \$44,972.33 for the March 2010 Health Insurance premium payment and on February 26, 2010, to Illinois Public Risk Fund in the amount of \$19,192.00 for the January 2010 and February 2010 Workers Compensation Insurance premium payment. Seconded by Commissioner Zay and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: L. Hartwig

Commissioner Bennington noted that he would not be participating in the discussion regarding the selection of the lender in order to avoid a possible or perceived conflict of interest because his firm has Northern Trust as a client.

Minutes of the 3/11/10 Meeting

Commissioner Bennington left the room at 9:32 P.M.

Commission Murphy moved to authorize the negotiations of a not-to-exceed \$40 million one year debt certificate with The Northern Trust Company for recommendation to the Board. Seconded by Commissioner Saverino.

Commissioner Zeilenga began by recommending the Board move forward with the negotiations of a second short term loan for a one year debt certificate in the amount of \$40 million reminding the Commissioners that the loan process takes several weeks to prepare and funds need to be in place by the end of April.

Commissioner Maio moved to table Commissioner Murphy's motion to the next Regular Meeting. Seconded by Commissioner Zay.

Former Financial Administrator Skiba reminded the Board that time is of the essence and further reminded the Commissioners that the approval to negotiate for a \$40 million short term loan was originally on the February agenda and each meeting that passes without adopting a Certificate of Debt Ordinance reduces water purchases that can be recaptured from prior months. Former Financial Administrator Skiba lastly noted that Chicago's water billing to the Commission is about \$4 million per month.

Commissioner Zeilenga stated that by approving a second short term loan it would allow the Commission to purchase water from Chicago without using water revenues, replenish its reserve funds, and begin rebuilding credit rating baseline.

In light of the information presented by Former Financial Administrator Skiba, Commissioner Maio as the maker, and Commissioner Zay as the second, agreed to withdraw the motion to table Commissioner Murphy's motion (and second). Commissioner Zay shared his concerns with borrowing additional funds noting that a long term financial plan should be in place before consideration of another loan. Commissioner Zeilenga noted that back in November of 2009, the Board discussed various loan options as it was unclear, at that time, what dollar amount was needed. Now, Commissioner Zeilenga noted, working with staff for the last six months, it is clear that an additional \$40 million is needed totaling \$70 million to finish plugging the holes, balance the budget and get back on track. Commissioner Zay argued that the financial issue is not just plugging holes – the boat has sunk and a long term financial plan is needed before making any further decisions regarding additional funding.

At which point, Commission Murphy's motion to authorize the negotiations of a not-to-exceed \$40 million one year debt certificate with The Northern Trust Company for recommendation to the Board was approved by a Roll Call Vote:

Ayes: T. Elliott, G. Mathews, W. Mueller, W. Murphy, A. Poole, F. Saverino, D. Zeilenga, and L. Rathje

Nays: E. Chaplin, W. Maio, and J. Zay

Absent: T. Bennington and L. Hartwig

Minutes of the 3/11/10 Meeting

Commissioner Bennington returned to the meeting at 9:45 P.M.

Commissioner Murphy moved to retain the services of Chapman and Cutler LLP as Bond Counsel for the proposed short-term financing at a cost of \$19,500.00. Seconded by Commissioner Zeilenga and approved by a Roll Call Vote:

Ayes: T. Elliott, G. Mathews, W. Mueller, W. Murphy, A. Poole, F. Saverino, D. Zeilenga, and L. Rathje

Nays: T. Bennington, E. Chaplin, W. Maio, and J. Zay

Absent: L. Hartwig

Commissioner Zay objected to retaining Chapman and Cutler saying that a new set of eyes is needed and that the Board should be looking towards retaining another firm.

Commissioner Mathews moved to retain the services of Public Sector Group, Inc. as Financial Advisor for the proposed short-term financing at a cost of \$5,000.00. Seconded by Commissioner Zeilenga and approved by a Roll Call Vote:

Ayes: T. Elliott, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: T. Bennington and E. Chaplin

Absent: L. Hartwig

Commissioner Bennington moved to approve Purchase Order No. 12081 in the amount of \$8,800.00 to HSQ Technology. Seconded by Commissioner Zay and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: L. Hartwig

Commissioner Bennington moved to approve Purchase Order No. 12074 in the amount of \$6,300.00 to HSQ Technology. Seconded by Commissioner Mueller and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: L. Hartwig

ACCOUNTS PAYABLE

Commissioner Murphy moved to approve the Accounts Payable in the combined total amount of \$6,447,861.45, subject to submission of all contractually required documentation, for invoices that have been received and invoices that have not been received, but have been estimated. Seconded by Commissioner Mathews and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: L. Hartwig

Commissioner Zay questioned, and General Manager Martin confirmed that, the charge on the accounts payable to HR Plus for background checks involved the on-site construction contractors needing full access to the Commission facility without an employee escort.

Before the next agenda item, Chairman Rathje referred to an article published by the Chicago Tribune involving comments made by Commissioner Zay regarding the proposed legislation to bring the Commission under the direct control of the County of DuPage and asked Commissioner Zay for an explanation. Commissioner Zay noted that the article was misleading, stating that he was asked to prepare some thoughts and suggestions in which he suggested creating a separate layer which would be overseen by a Water Operations Committee within the County of DuPage comprised of municipal and county members. Commissioner Maio noted that he and Commissioner Saverino also received a letter from Senator Cronin looking for suggestions. Commissioner Zay lastly commented that the County of DuPage is neutral and not leading the charge specifically because the County of DuPage has no desire to inherit the large amount of debt that the Commission currently owes nor does the County want to hurt their AAA rating.

EXECUTIVE SESSION

Commissioner Zay moved to go into Executive Session to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2) and to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11). Seconded by Commissioner Elliott and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: L. Hartwig

Minutes of the 3/11/10 Meeting

The Board went into Executive Session at 10:00 P.M.

Commissioner Zay moved to come out of Executive Session at 11:24 P.M. Seconded by Commissioner Murphy and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Zay moved to adjourn the meeting at 11:26 P.M. Seconded by Commissioner Murphy and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DU PAGE WATER COMMISSION
 TREASURER'S REPORT
 March 31, 2010

REVENUE	CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL FY 2010	
WATER SALES	3,664,376.81	44,797,617.37	
SALES TAXES	2,967,312.89	26,637,366.12	
INVESTMENT INCOME	(99,725.06)	497,068.38	
PROCEEDS OF DEBT ISSUED	0.00	30,000,000.00	
OTHER INCOME	298,381.46	784,077.29	
TOTAL REVENUE	6,830,346.10	102,716,129.16	
EXPENSES			
PERSONAL SERVICES	309,386.89	3,559,607.40	
CONTRACTUAL SERVICES	173,345.56	1,053,723.07	
INSURANCE	9,596.00	647,468.25	
ADMINISTRATIVE COSTS	94,833.37	556,067.92	
WATER SUPPLY COSTS	4,074,293.27	52,450,507.24	
BOND PRINCIPAL & INTEREST	12,483,137.50	27,171,212.50	
LAND AND RIGHT OF WAY	0.00	0.00	
CAPITAL OUTLAY	(3,880.35)	25,144.26	
TOTAL OPERATING EXPENSES	17,140,712.24	85,463,730.64	
CONSTRUCTION/CAPITAL CONTRIBUTIONS	351,797.89	32,833,566.68	
TOTAL EXPENSES	17,492,510.13	118,297,297.32	
NET FUND TRANSACTIONS	(10,662,164.03)	(15,581,168.16)	
BEGINNING BALANCE	0.00	68,701,463.86	
ENDING BALANCE	(10,662,164.03)	53,120,295.70	
FUNDS CONSIST OF:			
	March 31, 2010	April 30, 2009	INCR. - (DECR.)
PETTY CASH	800.00	800.00	0.00
CASH AT BANK ONE	0.00	7,525.91	(7,525.91)
CASH AT MB FINANCIAL LOCK BOX	1,000.00	78,174.37	(77,174.37)
CASH AT HARRIS BANK	198,119.48	176,079.56	22,039.92
TOTAL CASH	199,919.48	262,579.84	(62,660.36)
ILLINOIS FUNDS MONEY MARKET	28,787,954.92	15,073,069.69	13,714,885.23
ILLINOIS FUNDS PRIME FUND	0.00	18,398,355.95	(18,398,355.95)
GOVERNMENT MONEY MARKET FUNDS	6,295.18	14,203,059.24	(14,196,764.06)
U. S. TREASURY INVESTMENTS	24,126,126.12	12,264,399.14	11,861,726.98
U. S. AGENCY INVESTMENTS	0.00	0.00	0.00
CERTIFICATES OF DEPOSIT	0.00	8,500,000.00	(8,500,000.00)
TOTAL INVESTMENTS	52,920,376.22	68,438,884.02	(15,518,507.80)
TOTAL FUNDS	53,120,295.70	68,701,463.86	(15,581,168.16)
	March 31, 2010	April 30, 2009	% CHANGE
ILLINOIS FUNDS MONEY MARKET	54.4%	22.0%	91.0%
ILLINOIS FUNDS PRIME FUND	0.0%	26.9%	-100.0%
GOVERNMENT MONEY MARKET FUNDS	0.0%	20.8%	-100.0%
U. S. TREASURY INVESTMENTS	45.6%	17.9%	96.7%
U. S. AGENCY INVESTMENTS	0.0%	0.0%	N/A
CERTIFICATES OF DEPOSIT	0.0%	12.4%	-100.0%
TOTAL FUNDS	100.0%	100.0%	-22.7%

DRAFT-2

CORRECTED FOR CONSTRUCTION ESCROWS AND CONTINGENCY BALANCE 3/18/2010

3/2/2010 DPWC MONTHLY CASH/OPERATING REPORT

DRAFT-2

	TARGETED Reserve/Cash Amount-Needed	12/31/2009		1/31/2010		2/28/2010		3/31/2010	
		Amount On Hand	Amount Needed						
TABLE 1	A	B	D	E	G	H	I	H	I
RESERVE ANALYSIS									
A. Cash -Reserve (Change Resolution From Three months to Two Months)	\$ 20,000,000	\$ 8,000,000	\$ 12,000,000	\$ 8,000,402	\$ 11,999,598	\$ 8,000,992	\$ 11,999,008	\$ 8,001,764	\$ 11,998,236
B. Cash -Available for General use	\$ -	\$ 13,185,591	\$ (13,185,591)	\$ 11,705,105	\$ (11,705,105)	\$ 8,509,790	\$ (8,509,790)	\$ 10,533,667	\$ (10,533,667)
C. Depreciation Reserve	\$ 5,000,000	\$ 1,992,831	\$ 3,007,169	\$ 1,993,003	\$ 3,006,997	\$ 1,993,150	\$ 3,006,850	\$ 1,975,757	\$ 3,024,243
D. O+M Account (One MO-A/P-+ Next Month-Est \$6.5M Mo)	\$ 13,000,000	\$ 11,442,531	\$ 1,557,469	\$ 9,498,363	\$ 3,501,637	\$ 7,324,736	\$ 5,675,264	\$ 6,355,650	\$ 6,644,350
E. O+M Reserve-Revenue Bond (Two MO Operating at est. \$6.5M Mo.)	\$ 13,000,000	\$ -	\$ 13,000,000	\$ -	\$ 13,000,000	\$ -	\$ 13,000,000	\$ -	\$ 13,000,000
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 51,000,000	\$ 34,620,953	\$ 16,379,047	\$ 31,196,873	\$ 19,803,127	\$ 25,828,668	\$ 25,171,332	\$ 26,866,838	\$ 24,133,162
F. CURRENT CONSTRUCTION OBLIGATIONS-2009/10 CARRY OVER	\$ 37,597,664		\$ 28,921,370		\$ 24,781,613		\$ 19,042,238		\$ 18,604,474
COMBINED TOTAL TABLE 1 RESERVE AND CONSTRUCTION	\$ 88,597,664	\$ 34,620,953	\$ 45,300,417	\$ 31,196,873	\$ 44,584,740	\$ 25,828,668	\$ 44,213,570	\$ 26,866,838	\$ 42,737,636

TABLE 2

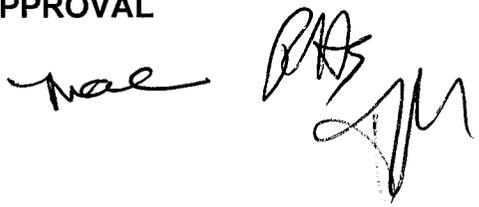
OTHER CASH									
G. Revenue Bond Reserve (EA. month from operating budget approx \$0.6M)	\$ 12,175,219	\$ 9,849,162	\$ 2,326,057	\$ 10,439,895	\$ 1,735,324	\$ 11,012,565	\$ 1,162,654	\$ 11,606,351	\$ 568,868
H. GO Bond-FY-2010 Payment (Paid in full March-2010)	\$ 12,483,138	\$ 12,483,138	\$ -	\$ 12,483,138	\$ -	\$ 12,483,138	\$ -	\$ -	\$ -
I. GO Bond 2011 Payment-Final Payment (Funded through March-2011)	\$ 13,119,413	\$ 13,119,413	\$ -	\$ 13,119,413	\$ -	\$ 13,119,413	\$ -	\$ 13,121,505	\$ (2,092)
L. Customer Construction Escrows	N/A	\$ 2,007,355	N/A	\$ 1,607,539	N/A	\$ 1,338,676	N/A	\$ 1,525,602	N/A
TOTAL TABLE 2-OTHER CASH	\$ 37,777,770	\$ 37,459,068	\$ 2,326,057	\$ 37,649,985	\$ 1,735,324	\$ 37,953,792	\$ 1,162,654	\$ 26,253,458	\$ 566,776
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2		\$ 72,080,021		\$ 68,846,858		\$ 63,782,460		\$ 53,120,296	

TABLE 3--DEBT

J. REVENUE BOND FINAL PAYMENT MAY-2016 (RELEASE RESERVE C+D+E)	\$ 82,090,000
K. WEST SUBURBAN BANK-DUE DEC-2010 (OR RENEW/REFINANCE)	\$ 30,000,000

DATE: April 8, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT Finance
ITEM Second Transfer of Appropriations Ordinance for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010 Ordinance No. O-4-10	APPROVAL 
<p>Section 3 of the Illinois Municipal Budget Law (50 ILCS 330/3), as amended, authorizes transfers between various line items within any fund. Section 3 of the Illinois Municipal Budget Law (50 ILCS 330/3), as amended, authorizes transfers between the various line items within any fund. Staff has determined that it is necessary to make certain transfers among line items within certain funds. This Ordinance allows for those transfers.</p> <p>Most of the appropriation transfers are proposed for potential bond continuing disclosure and issue costs, interest on the \$30 million certificate of debt issued in December 2009 and to allow for full completion of metering station construction projects for DuPage County service areas.</p>	
MOTION: To approve Ordinance No. O-4-10.	

DuPAGE WATER COMMISSION

ORDINANCE NO. O-4-10

**SECOND TRANSFER OF APPROPRIATIONS
ORDINANCE FOR THE FISCAL YEAR COMMENCING
MAY 1, 2009 AND ENDING APRIL 30, 2010**

WHEREAS, on the 11th day of June, 2009, the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois adopted Ordinance No. O-7-09, being an Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010; and

WHEREAS, on the 14th day of January, 2010, the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois adopted Ordinance No. O-2-10 transferring appropriations between line items within the various funds in said Annual Budget and Appropriation Ordinance; and

WHEREAS, it now appears that additional adjustments between appropriated line items within the various funds in said Ordinance are desirable and necessary; and

WHEREAS, Section 3 of the Illinois Municipal Budget Law, 50 ILCS 330/3, as amended, authorizes transfers between the various line items within any fund in such Ordinance; and

WHEREAS, such transfers do not exceed in the aggregate 10% of the total amount appropriated in the fund within which they are made;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, as follows:

SECTION ONE: The sums of money hereinafter set forth are hereby transferred from the unexpended balance of the specified line items within the various funds in said Ordinance and are hereby added to the specified line items in the same fund all as set forth as follows:

DU PAGE WATER COMMISSION
 APPROPRIATION TRANSFER ORDINANCE
 MAY 1, 2009 TO APRIL 30, 2010

ACCT #	ACCOUNT TITLE	BUDGET/ APPROPRIATION AMOUNT	TRANSFER INCREASE (DECREASE)	AMENDED APPROPRIATION AMOUNT
WATER FUND EXPENDITURES				
01-1700	COST OF FIXED ASSETS ACQUIRED	6,062,374		6,062,374
01-2191	LEGISLATIVE TRANSFER PAYABLE TO DU PAGE COUNTY	0		0
01-2350	GENERAL OBLIGATION BOND PRINCIPAL PAYMENTS	11,250,000		11,250,000
01-2341	REVENUE BOND PRINCIPAL PAYMENTS	9,580,000		9,580,000
01-60-6000	CUSTOMER REBATES	0		0
01-60-6110	SALARIES OF COMMISSION PERSONNEL	3,502,246		3,502,246
01-60-6121	COST OF PENSION PROGRAM	715,200		715,200
01-60-6122	COST OF MEDICAL/LIFE INSURANCE BENEFITS	821,000		821,000
01-60-6123	COST OF FEDERAL PAYROLL TAXES	271,250		271,250
01-60-6128	STATE UNEMPLOYMENT TAX EXPENSE	5,750		5,750
01-60-6131	COST OF TRAVEL FOR MEETINGS & INSPECTIONS	13,000		13,000
01-60-6132	COST OF PERSONNEL TECHNICAL TRAINING	69,500		69,500
01-60-6133	STAFF PROFESSIONAL DEVELOPMENT EXPENSES	81,206		81,206
01-60-6191	PERSONNEL RECRUITING EXPENSES	58,263		58,263
01-60-6210	WATER CONSERVATION	175,000		175,000
01-60-6232	COST OF BOND ISSUE ADVISORY SERVICES	0	75,000	75,000
01-60-6233	COST OF TRUST SERVICES	49,656		49,656
01-60-6239	ARBITRAGE REBATE CALCULATION SERVICES EXPENSES	2,750		2,750
01-60-6251	COST OF GENERAL COUNSEL SERVICES	112,500		112,500
01-60-6252	COST OF BOND COUNSEL SERVICES	102,500	97,500	200,000
01-60-6253	COST OF SPECIAL COUNSEL SERVICES	575,000	125,000	700,000
01-60-6258	LEGAL NOTICE PUBLICATION EXPENSES	26,250		26,250
01-60-6259	OTHER LEGAL SERVICES	31,250		31,250
01-60-6260	COST OF AUDIT SERVICES	179,750		179,750
01-60-6280	CONSULTING SERVICES	561,875		561,875
01-60-6290	CONTRACTUAL SERVICES	338,340		338,340
01-60-6411	COST OF GENERAL LIABILITY INSURANCE	119,593		119,593
01-60-6412	COST OF PUBLIC OFFICIAL'S LIABILITY INSURANCE	102,928		102,928
01-60-6413	COST OF TEMPORARY CONSTRUCTION BONDS	940		940
01-60-6414	COST OF ENGINEER'S LIABILITY INSURANCE	0		0
01-60-6415	COST OF WORKER'S COMPENSATION INSURANCE	137,056		137,056
01-60-6416	COST OF UMBRELLA LIABILITY INSURANCE COVERAGE	91,720		91,720
01-60-6417	COST OF ALL RISK-BUILDER'S INSURANCE	0		0
01-60-6421	COST OF PROPERTY INSURANCE	470,600		470,600
01-60-6422	COST OF AUTOMOBILE INSURANCE	19,500		19,500
01-60-6491	COST OF SELF INSURED CLAIMS	65,000		65,000
01-60-6510	BUILDING ELECTRIC COSTS	0		0
01-60-6512	GENERATOR DIESEL FUEL	180,000		180,000
01-60-6513	GAS UTILITY EXPENSES	51,975		51,975
01-60-6514	COMMUNICATION SYSTEMS	87,400		87,400
01-60-6520	ADMINISTRATIVE SUPPLIES	0		0
01-60-6521	OFFICE SUPPLIES	43,625		43,625
01-60-6522	PURCHASE OF BOOKS & PUBLICATIONS	16,166		16,166
01-60-6531	PRINTING EXPENSES	14,500		14,500
01-60-6532	POSTAGE & DELIVERY	27,600		27,600
01-60-6540	PROFESSIONAL DUES	29,391		29,391
01-60-6550	COST OF REPAIRS AND MAINT. OF OFFICE EQUIPMENT	27,449		27,449
01-60-6560	REPAIRS AND MAINTENANCE OF BUILDINGS	513,550		513,550
01-60-6580	COMPUTER SOFTWARE	172,500		172,500
01-60-6590	SOFTWARE MAINTENANCE	63,238	6,500	69,738
01-60-6591	OTHER ADMINISTRATIVE EXPENSES	34,000		34,000

DU PAGE WATER COMMISSION
 APPROPRIATION TRANSFER ORDINANCE
 MAY 1, 2009 TO APRIL 30, 2010

ACCT #	ACCOUNT TITLE	BUDGET/ APPROPRIATION AMOUNT	TRANSFER INCREASE (DECREASE)	AMENDED APPROPRIATION AMOUNT
01-60-6611	COST OF WATER PURCHASES	79,785,419		79,785,419
01-60-6612	ELECTRIC UTILITY EXPENSES	4,037,900		4,037,900
01-60-6613	PURCHASE OF WATER CHEMICALS	37,500		37,500
01-60-6614	COST OF WATER TESTING	25,000		25,000
01-60-6620	PUMP STATION OPERATIONS	644,938		644,938
01-60-6630	COST OF REPAIRS AND MAINTENANCE OF PIPELINES	3,134,349		3,134,349
01-60-6640	COST OF REPAIRS AND MAINT. OF VEHICLES & EQUIPMENT	121,098		121,098
01-60-6721	GENERAL OBLIGATION BOND INTEREST PAYMENTS	2,055,000		2,055,000
01-60-6722	REVENUE BOND INTEREST PAYMENTS	5,862,066		5,862,066
01-60-6723	DEBT CERTIFICATE INTEREST PAYMENTS	0	187,500	187,500
01-60-6800	LAND AND RIGHT-OF-WAY ACQUISITION COSTS	32,500		32,500
01-60-6850	COST OF FURNITURE & EQUIPMENT PURCHASES	321,200		321,200
01-60-6860	COST OF MOTOR VEHICLES PURCHASES	276,450		276,450
01-60-6920	WATER MAIN DEPRECIATION	5,696,259		5,696,259
01-60-6930	WATER BUILDING DEPRECIATION	2,552,181		2,552,181
01-60-6952	EQUIPMENT DEPRECIATION	125,250		125,250
01-60-6956	PUMPING EQUIPMENT DEPRECIATION	224,340		224,340
01-60-6960	VEHICLE DEPRECIATION	94,443		94,443
01-60-7110	CONSTRUCTION OF WATER METERING STATIONS	500,000	660,000	1,160,000
01-60-7210	CONSTRUCTION OF DU PAGE PUMPING STATION	21,263,505		21,263,505
01-60-7410	CONSTRUCTION OF WATER SYSTEM STORAGE	0		0
01-60-7510	CONSTRUCTION OF WATER TRANSMISSION MAINS	0		0
01-60-7610	CONSTRUCTION OF WATER FEEDER MAINS	0		0
01-60-7610	CONSTRUCTION OF STANDPIPE IMPROVEMENTS	0		0
01-60-7919	SYSTEM DISINFECTION AND START UP EXPENSES	0		0
01-60-7910	COST OF CONSTRUCTION ENGINEERING	50,000		50,000
01-60-7920	COST OF CONSTRUCTION PROFESSIONAL SERVICES	0		0
01-60-7920	COST OF CONSTRUCTION LEGAL SERVICES	60,000		60,000
01-60-7940	COST OF CONSTRUCTION MATERIAL TESTING SERVICES	0		0
01-60-7970	COST OF CONSTRUCTION RIGHTS-OF-WAY AND EASEMENTS	50,000		50,000
01-60-7980	COST OF CAPITALIZED FIXED ASSETS	0		0
01-60-7990	CONTINGENCY	0		0
01-60-8200	CONSTRUCTION OF CHICAGO PUMPING STATION	37,119,226	(1,151,500)	35,967,726
TOTAL WATER FUND EXPENDITURES		200,922,015	0	200,922,015
ORDINANCE O-APPROP2-10		% TRANSFERRED	0.57%	
ORDINANCE O-2-10		% TRANSFERRED	0.72%	
TOTAL		% TRANSFERRED	1.29%	

Ordinance No. O-4-10

SECTION TWO: These transfers shall be in full force and effect from and after adoption of this Ordinance.

SECTION THREE: This Ordinance shall be available for public inspection at the office of the DuPage Water Commission.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2010

Chairman

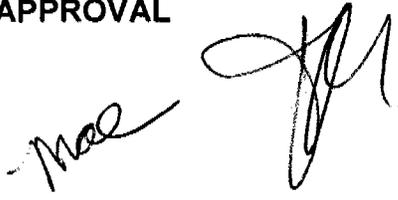
ATTEST:

Clerk

Board/Ordinances/O-4-10.docx

DATE: April 8, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT General Manager's Office
ITEM A Resolution Releasing Certain Executive Session Meeting Minutes at the April 15, 2010, DuPage Water Commission Meeting Resolution No. R-17-10	APPROVAL 
<p>Pursuant to the Illinois Open Meetings Act, the Board is required to periodically review its closed meeting minutes to determine if they are eligible for release to the public. Staff recommends that the minutes of the closed meeting of October 8, 2009, and November 12, 2009 be released to the public because, in staff's view, they no longer contain information requiring confidential treatment. It is also staff's recommendation that the minutes of all of the other closed meetings of the Board that have not been previously released to public should not be released to the public because they continue to contain information requiring confidential treatment.</p>	
MOTION: To approve Resolution No. R-17-10.	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-17-10

**A RESOLUTION RELEASING CERTAIN
EXECUTIVE SESSION MEETING MINUTES AT THE
APRIL 15, 2010, DuPAGE WATER COMMISSION MEETING**

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

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

WHEREAS, on April 15, 2010, the Board of Commissioners of the DuPage Water Commission met to review the minutes of all such closed sessions that have not heretofore been made available for public inspection as required by Section 2.06(d) of the Act; and

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

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

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

Resolution No. R-17-10

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2010.

Chairman

ATTEST:

Clerk

SCHEDULE A

May 13, 2004
First Session

November 23, 2009
Special Meeting

December 10, 2009

December 17, 2010
Special Meeting

January 14, 2010
First Session

January 14, 2010
Second Session

February 11, 2010

March 11, 2010
First Session

March 11, 2010
Second Session

March 25, 2010
Special Meeting

Resolution No. R-17-10

SCHEDULE B

October 8, 2009

November 12, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Administration
ITEM	<p>A Resolution Adopting Harris Corporate Resolutions for Deposit Accounts and Other Financial Services and Approving and Accepting the Terms and Conditions in the Harris Handbook for Personal and Business Deposit Accounts</p> <p>Resolution No. R-18-10</p>	<p>APPROVAL</p> 	
<p>Account No.: Not Applicable</p> <p>Harris N.A., formerly known as Harris Bank, has requested the Commission adopt certain resolutions for deposit accounts and other financial services and approve and accept the terms and conditions in the Harris Handbook for Personal and Business Deposit Accounts as amended from time to time. Resolution No. R-18-10 would adopt such resolutions in substantially the form requested by the Bank and designate any two of the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager, the Financial Administrator, and the Staff Attorney as authorized to sign checks and otherwise direct the transfer of funds on account with the Bank. Resolution No. R-18-10 would also adopt approve and accept the terms and conditions in the handbook.</p> <p>The resolutions that the Bank requested be adopted and the handbook, among other things and fairly typically, establish standards of commercial reasonableness and require the Commission to hold harmless and indemnify the Bank, and limit the Bank's liability, in a variety of circumstances.</p>			
<p>MOTION: To approve Resolution No. R-18-10.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-18-10

A RESOLUTION ADOPTING HARRIS CORPORATE RESOLUTIONS FOR DEPOSIT ACCOUNTS AND OTHER FINANCIAL SERVICES AND APPROVING AND ACCEPTING THE TERMS AND CONDITIONS IN THE HARRIS HANDBOOK FOR PERSONAL AND BUSINESS DEPOSIT ACCOUNTS

WHEREAS, Harris N.A., formerly known as Harris Bank, has requested that the Commission adopt certain resolutions for deposit accounts and other financial services and approve and accept the terms and conditions in the Harris Handbook for Personal and Business Deposit Accounts as amended from time to time;

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

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

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby adopt the Harris Corporate Resolutions for Deposit Accounts and Other Financial Services attached hereto and by this reference incorporated herein and made a hereof as Exhibit 1, and hereby approve and accept the terms and conditions in the Harris Handbook for Personal and Business Deposit Accounts attached hereto and by this reference incorporated herein and made a hereof as Exhibit 2 as amended from time to time.

SECTION THREE: Effective as of the effective date that Harris Bank changed its name to Harris N.A., Resolution No. R-6-08, entitled "A Resolution Authorizing the Electronic Transfer of Funds for the Direct Deposit of Commissioner and Treasurer Compensation, for the Payment of State of Illinois Withholding Taxes through the

Resolution No. R-18-10

Electronic Federal Tax Payment System, and for the Remittance of Employee Contributions under the Commission's Deferred Compensation Plan and Approving and Authorizing the Execution of any Agreements Required in Connection Therewith," Resolution No. R-59-05, entitled "A Resolution Adopting Villa Park Bank Resolutions for Facsimile Signatures," Resolution No. R-5-05, entitled "A Resolution Authorizing the Electronic Transfer of Funds for the Direct Deposit of Payroll Checks and Approving and Authorizing the Execution of an Automated Money Transfer Agreement in Connection Therewith," Resolution No. R-46-04, entitled "A Resolution Authorizing the Electronic Transfer of Funds for IMRF Payments Using the GovONE Solutions Electronic Funds Transfer System," and Resolution No. R-34-96, entitled "A Resolution Authorizing the Electronic Transfer of Funds for Federal Tax Deposit Payments Using the Electronic Federal Tax Payment System," shall be and hereby are amended by deleting the term "Harris Bank" wherever such term appears in Resolution No. R-6-08, Resolution No. R-59-05, Resolution No. R-5-05, Resolution No. R-46-04, and Resolution No. R-34-96 and substituting in their place the term "Harris N.A."

SECTION FOUR: The Clerk of the Commission shall be and hereby is authorized to certify to Harris N.A. a copy of this Resolution, and Harris N.A. is hereby authorized to rely upon such certificate until formally advised by a like certificate of any changes therein and is further authorized to rely upon any such additional certificates.

Resolution No. R-18-10

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2010.

Chairman

ATTEST:

Clerk



1-888-340-BANK

CORPORATE RESOLUTION FOR DEPOSIT ACCOUNTS and OTHER FINANCIAL SERVICES

I the undersigned, Secretary (or Assistant Secretary) of _____ (Name of Corporation In full)

a Corporation organized and existing under the laws of the State of _____ do hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the _____ day of _____ at which a quorum was present and acting throughout, the following resolutions were unanimously adopted and recorded in the minute books of said Corporation, kept by me, and are in accord with and pursuant to the Articles of Incorporation and By-laws of said Corporation and are now in full force and effect:

WHEREAS, in the conduct of the business of this Corporation, it is necessary that bank accounts in the name of the Corporation or its agents be opened, maintained, or discontinued, at the Harris bank identified at the top of this page (the "Bank");

WHEREAS, it is now desired by this Board of Directors to authorize and empower certain officers of the Corporation to make such banking arrangements as they may deem necessary and proper for this purpose without any further action on the part of the Board.

RESOLVED, that two of the following officers: Chairman, Treasurer, Finance Committee (one, two, etc.) (Indicate Title of Office Only) Chairman, General Manager, Financial Administrator, and the Staff Attorney are hereby authorized:

Administrator, and the Staff Attorney

(b) to withdraw any of the funds deposited in the Bank upon checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders for the payment of money when made, signed, drawn, accepted or endorsed on behalf of the Corporation by such of the persons so authorized:

(d) to issue written, telephonic, electronic or oral instructions with respect to the transfer of funds of this Corporation on deposit with the Bank (or at any other depository) by wire, automated clearing house or other electronic means of transfer, without any written order for the payment of money being issued with respect to such transfer and to enter into such agreements with the Bank on behalf of this Corporation with respect to such transfers authorizing or providing for automatic or repetitive transfers, including agreements protecting the Bank against the consequences of relying on instructions from persons purporting to be authorized to act on behalf of this Corporation, as any of such officers, agents or employees may deem appropriate as evidenced by his/her execution thereof;

FURTHER RESOLVED that any officer, employee or agent of this corporation is hereby authorized to endorse for deposit negotiable instruments and orders for the payment of money, which endorsements may be made in writing or by stamp and with or without designation of the person so endorsing; and that in the absence of any such endorsement the Bank be and is hereby authorized to make such endorsement itself for deposit in the name of the Corporation.

FURTHER RESOLVED that the Secretary or Assistant Secretary of this Corporation be and hereby is authorized and directed to certify to the Bank the foregoing resolution and that the provisions thereof are in conformity with the Articles of Incorporation and Bylaws of the Corporation and to provide the names and to provide specimen of signatures if requested of the person(s) authorized therein and that the foregoing resolution and the authority thereby conferred shall remain in full force and effect until this Corporation notifies the Bank to the contrary in writing and the Bank may conclusively presume that such resolutions and signatures are in effect and that the persons identified therein from time to time as officers of the Corporation have been duly elected and appointed to and continue to hold such offices.



1-888-340-BANK

**CORPORATE RESOLUTION
FOR DEPOSIT ACCOUNTS
and OTHER
FINANCIAL SERVICES**

FURTHER RESOLVED, that this Corporation assumes full responsibility and holds harmless the Bank for any and all payments made or any other actions taken by the Bank in reliance upon the signatures of any person or persons holding the offices of this Corporation designated above regardless of by whom or by what means the purported signatures may have been affixed to any instrument if such signatures reasonably resemble the specimen signatures as provided to the Bank or for refusing to honor any signatures not provided to the Bank, and that this Corporation agrees to indemnify the Bank against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Bank resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expenses.

FURTHER RESOLVED, that any request for payment or other financial accommodation may be made by writing or by telephone, telex, facsimile or other electronic transmission, or by any other form of communication deemed advisable by any person or persons holding the offices of this Corporation designated above, or by such officer or officers as having the authority to act on behalf of this Corporation.

Any provision which may be declared unenforceable under any law shall not affect the validity of any other provision hereof. This Resolution shall be governed by and construed in accordance with the laws of the state where the account opening Bank is principally located.

**AFFIX
CORPORATE SEAL
(IF ANY)**

In witness Whereof I have hereunto set my hand and affixed the corporate seal (if any) of said Corporation this _____ day of _____

Secretary (Assistant Secretary)

The undersigned, an officer of the above-named Corporation, certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

Other Certifying Officer **

** NOTE: This certificate must also be signed by a second officer of the Corporation or a member of the Board of Directors if the Secretary is authorized to act alone by the above resolution.

Harris Handbook for Personal and Business Deposit Accounts

Thank you for choosing Harris. We are pleased that you have established a banking relationship with us and are proud to count you among our valued customers.

At Harris, our commitment is to give you the highest quality service at all times. As part of that commitment, we have prepared this convenient Handbook.

Please take a few minutes to review the contents of this Handbook and be sure to keep it handy for your future reference. If you need additional information, please call and we will be happy to help you.

Effective September 6, 2008



TABLE OF CONTENTS

MASTER AGREEMENT FOR DEPOSIT ACCOUNTS AND CARDS	1
I. Introduction	1
II. Harris Checking Accounts (including Harris Checking Accounts, Harris Interest Checking Accounts and Harris Money Market and Sweep Checking Accounts)	1
III. Harris Savings and Certificate of Deposit (Time Deposit) Accounts	5
IV. Terms Applicable to All Accounts	6
V. Special Provisions Applicable to Business Accounts	14
VI. Disclosure and Agreement for Electronic Funds Transfers and Card Services for Personal Accounts	17
VII. Harris Business Card Agreement	23
SUBSTITUTE CHECKS AND YOUR RIGHTS AS A CONSUMER	28
FUNDS AVAILABILITY POLICY FOR DEPOSIT ACCOUNTS	30

NEW ACCOUNT OPENING PROCEDURES

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

FOR PERSONAL ACCOUNTS, SEE THE ACCOMPANYING (a) *YOUR GUIDE TO DEPOSIT SERVICES AT HARRIS* AND ANY SPECIAL SUPPLEMENT APPLICABLE TO YOUR ACCOUNT (COLLECTIVELY, THE "*SERVICES GUIDE*") WHICH INCLUDE THE SERVICE FEE SCHEDULE AND IMPORTANT ACCOUNT DISCLOSURES; AND (b) THE *HARRIS PRIVACY POLICY* AND SECTION IV-O OF THIS AGREEMENT REGARDING THE COLLECTION, CONFIDENTIALITY AND SECURITY OF CUSTOMER INFORMATION AND WHEN WE MAY DISCLOSE IT TO THIRD PARTIES AND OUR AFFILIATES.

FOR BUSINESS ACCOUNTS, SEE THE ACCOMPANYING *HARRIS BUSINESS BANKING SERVICE FEE SCHEDULE* AND ANY SPECIAL SUPPLEMENTS APPLICABLE TO YOUR ACCOUNTS (COLLECTIVELY, THE "*SERVICES GUIDE*") WHICH INCLUDE IMPORTANT ACCOUNT DISCLOSURES.

PRODUCTS AND SERVICES DESCRIBED HEREIN MAY HAVE LIMITED AVAILABILITY.

MASTER AGREEMENT FOR DEPOSIT ACCOUNTS AND CARDS

I. Introduction

This Agreement applies to all of the deposit accounts you establish or maintain at Harris. It also governs your Card (as defined below) with us. If you use special Harris services related to your accounts, such as Harris Online Banking Services, the service will be governed by the terms and conditions provided to you when you signed up for the service, and by the terms of this Agreement. You agree to the terms of this Agreement when you sign our account opening form or signature card, make deposits or withdrawals, or leave funds on deposit. This Agreement supersedes all previous deposit account agreements that apply to these accounts. If there is a conflict between the provisions in this Agreement and something said by one of our representatives, this Agreement will be controlling. In this Agreement, "we," "us," "our," and "Harris" means Harris N.A. or the Harris N.A. bank affiliate which establishes and holds your account. "You" and "your" means the person or entity who opened the account or in whose name the account was opened, and any assignee, successor, or agent. "Card" means the Harris ATM or debit card which will be labeled as the Harris Debit Card or Harris Banking Card used to access your deposit account using an automated teller machine ("ATM") or point-of-sale ("POS") terminal at a merchant location. We suggest that you retain this *Handbook* for future reference. To the greatest extent allowed by law, your account and this Agreement are governed by applicable federal laws and regulations and the laws of the State of Illinois. To the extent not allowed by applicable federal and Illinois law, the laws of the State where your account is maintained will govern. These laws and regulations as applied to your account and this Agreement are referred to as the "Applicable Law."

II. Harris Checking Accounts

This Section applies to Harris Checking Accounts, Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts.

A. Withdrawals

General. You may withdraw funds from your account in the following ways:

- You can write a check.
- You can make a withdrawal at any Harris branch.
- You can arrange to make automatic transfers or payments each month from your account to other accounts with us or to third parties (such as insurance or mortgage payments).
- You can authorize a merchant or other person to initiate an electronic withdrawal from your account or to present a preauthorized draft which does not include your signature.
- If you have a Card, you may withdraw funds from your account through an ATM that accepts Cards, or you may purchase goods and services (or withdraw funds) at merchant locations that accept Cards through POS terminals on their premises. See the Disclosure and Agreement for Electronic Funds Transfers and Card Services for Personal Accounts in Section VI. Terms and conditions for Cards issued on business accounts are set forth in the Harris Business Card Agreement in Section VII.

Overdrafts. Your account will be overdrawn and we may charge an overdraft fee if any transfer, withdrawal, service fee or other debit of any type exceeds your available balance. This includes, without limitation, (a) any transfer or withdrawal by check, draft, ATM or POS transaction, preauthorized draft or electronic payment, automatic loan payment or other means (each of these is an "Item"), (b) any service fee or other charge posted to your account pursuant to this Agreement or the *Services Guide*, or (c) the chargeback of any check previously deposited to the account, and the reversal of any previous credit to the account. If paying an Item will cause an overdraft, then we reserve the right to return the Item or pay the Item, at our sole discretion, and we may charge the overdraft fee in either case. Overdraft fees are disclosed in the *Services Guide*. You agree to repay immediately the amount of any overdraft along with any associated fees. If the account is owned by two or more persons, each owner is liable to us for the overdraft and associated fees, regardless of the amount of contribution by any owner of the account.

Notice of Withdrawal for Harris Checking, Harris Interest Checking, and Harris Money Market and Sweep Checking Accounts. As a day-to-day practice, we will allow withdrawals from your Checking Account at any time without prior notice. However, federal regulations applicable to Checking Accounts provide that we must retain the right to require at least seven days' notice prior to any withdrawal.

Money Market Checking Accounts. You may make an unlimited number of withdrawals from this account in person, by mail, by telephone or at ATMs. Checks, transfers made by Harris Telephone Banking® or Harris Online Banking®, and preauthorized transfers from this account are limited by federal regulation to a combined maximum of six per monthly statement period or cycle. No more than three checks, drafts or transfers with a Card at a POS terminal may post to your account in a monthly statement period or cycle. We may charge a fee for any transfers that exceed these limits. We also reserve the right to change an account with excessive activity to another type of deposit account that pays a lower rate of interest or no interest, but has more flexible transaction capabilities, or we may close the account. We will give you 30 days' notice before any such change becomes effective.

Debiting Your Account; Order of Posting. Your account may be debited on the day an Item is presented by any means, including without limitation electronically, or at an earlier time based on notification we receive that an Item drawn on your account will be presented for payment or collection. We may pay Items presented against your account in any order we choose, unless a particular order is either required or prohibited by Applicable Law. We may change the order of posting Items to your account at any time without notice to you.

B. Interest

Interest will be paid on Harris Interest Checking, and Harris Money Market and Sweep Checking Accounts in accordance with the terms and conditions shown in the *Services Guide*. The rate of interest is subject to change daily at our discretion. No interest will be paid on any other type of checking account.

C. Checks

General. You must use our approved check format. We can have checks printed for you and may charge your account a check printing fee. All Harris Checking, Harris Interest Checking, and Harris Money Market and Sweep Checking Accounts require Check-Safekeeping. With *"Check-Safekeeping,"* we will send you a periodic statement for your account that will include either (i) images (copies) of your canceled checks (*"Imaged Statements"*) or (ii) information that identifies your canceled checks. Instead of Check-Safekeeping, we may offer you the option of *"Checks with Statement,"* and if you select this option, we will send you a periodic statement for your account that will include your canceled checks. If you select Checks with Statement, you agree that we may charge you a monthly fee for this service. If your account only receives information that identifies your canceled checks, you agree that we may offer you the option of receiving Imaged Statements for a monthly fee. With Check-Safekeeping, your canceled checks will not be returned to you with your statement, and the front and back of all checks processed against your account will be imaged and retained by us for seven (7) years. You agree that the original check may be destroyed after a reasonable period of time as determined by us. There is no charge for storage of your check images; however, you agree to pay the fees associated with receipt of photocopies of any canceled checks you request, as shown in the current *Services Guide*. You are responsible for the condition of the check when you issue it. If a check you issue or deposit is returned, or if payment is delayed as a result of any writing or marking that you or a prior endorser place on the front or back of the check, you will be responsible for any costs and liabilities associated with such return or delay.

Use of Facsimile Signatures. You agree not to use a facsimile signature on checks unless specifically authorized by a separate agreement with us which includes a specimen of the facsimile signature. We may refuse to honor checks drawn by means of a facsimile signature without such agreement even if we have previously honored checks with a facsimile signature. Alternatively, at our discretion, we may honor such checks without such an agreement if the facsimile signature(s) resembles the facsimile signature(s) appearing on any check which was issued previously and which you did not report to us as unauthorized. In doing so, we are hereby authorized to rely upon and to accept as genuine such facsimile signature which you have ratified by prior use without any duty for us to determine the genuineness thereof or whether or not the affixing of such facsimile signature to a check has been authorized by you or the person whose name is so affixed.

Preauthorized Drafts and Electronic Debits. If you give your account number or a sample of your check to a person, merchant, or other business who is seeking to sell you goods or services, or receive a payment from you, or you issue a check to such person, merchant, or other business, we may treat such disclosure or issuance as your authorization to that person, merchant, or other business to issue written or electronic drafts or other debits against your account, including any fees for the electronic representation of a dishonored check. Until you notify us that such an item is not authorized, we shall not be liable to you for the payment of such item, even though the item is not in accordance with the authorization you may have given to that person, merchant, or other business.

Postdated and Stale Checks. We reserve the right to pay any check before the date you have written on it (a postdated check) or if it is more than six months old (a stale check). If you do not want us to pay a postdated or stale check, you must provide us with a stop payment order.

Stopping Payment on a Check. If you do not want us to pay a check you have written, you can order us to stop payment. You can notify us in person, by Harris Telephone Banking® (1-888-340-2265), by Harris Online Banking® or by mail to Harris, Attn.: Support, P.O. Box 94033, Palatine, IL 60094-4033. For business accounts, you can contact our Business Banking Service Center at 1-888-489-2265. Your stop payment order must include your account number, the number and date of the check, the name of the payee, and the amount. We must receive your stop payment order before our stop payment cut-off time, which is 10 a.m. Central Time (C.T.) on the next Business Day after the check is presented to us for payment. We will accept a stop payment order from any account owner regardless of who signed the check. Your stop payment order will be effective for six months. If you want the stop payment order to continue after six months, you must renew it. A stop payment order will not be effective on a check which we have already paid or certified. There is a stop payment fee as shown in the *Services Guide*.

Non-Customer Check Cashing. If a check drawn on your account is presented for payment over the counter at any of our locations, or at any other Harris bank affiliate, by a person who is not a Harris deposit account holder (a "non-Harris customer"), you agree that we may require the non-Harris customer to pay a check cashing fee and provide a thumbprint or other unique identification as a condition for cashing a check drawn on your account. You also agree that we may refuse to pay any such check if the non-Harris customer refuses to furnish such identification or pay the fee. Such refusal shall not be considered wrongful dishonor of the check by us.

We may limit the Harris locations at which a non-Harris customer may cash a check written on your account. We may select and change these locations at any time without notice to you, and you agree that we may refuse to pay a check presented by a non-Harris customer at any other Harris location.

You also agree that we may refuse to cash or otherwise honor any check exceeding \$10,000 which is presented to us over the counter by any person, even if the check is properly payable and that person can verify his/her identity as the holder of such check. Such refusal shall not be considered wrongful dishonor of the check by us. In such cases, the holder of the check is expected to deposit the check with his/her bank and have the check presented to Harris through regular banking channels.

D. Harris Checking, Harris Interest Checking and Sweep Checking Accounts

This Section D applies to all Harris Checking, Harris Interest Checking and Sweep Checking Accounts (excluding Harris Money Market Checking Accounts).

A Harris Checking Account may consist of two sub-accounts. In that event, one sub-account will be a demand deposit account and the other sub-account will be a savings deposit account. Neither sub-account pays interest on account balances, and they will be treated as a single account for purposes of (a) calculating fees, service charges, and minimum balance, (b) reporting your available balance at any time, such as at ATMs or through Harris Telephone Banking or Harris Online Banking services, and (c) providing you with a single statement each month that shows your beginning and ending total balance and all activity during the statement period or cycle.

A Harris Interest Checking Account and a Harris Sweep Checking Account may consist of two sub-accounts. In that event, one sub-account will be an interest-bearing checking account and the other sub-account will be a savings deposit account. Both sub-accounts will earn the same rate of interest, and they will be treated as a single account for purposes of (a) calculating interest, fees, service charges, and minimum balance, (b) reporting your available balance at any time, such as at ATMs or through Harris Telephone Banking or Harris Online Banking services, and (c) providing you with a single statement each month that shows your beginning and ending total balance and all activity during the statement period or cycle.

All deposits to your Harris Checking, Harris Interest Checking Account or Harris Sweep Checking Account will be credited to your checking sub-account, and all of your checks, withdrawals, and other debits (collectively, "*Debits*") will be deducted from your checking sub-account. Your funds in the savings sub-account can be accessed only through your checking sub-account. At various times during each monthly statement period or cycle, if your checking sub-account balance exceeds a threshold amount which we establish, then all funds in your checking sub-account which exceed that threshold balance will be transferred into your savings sub-account. As funds in your savings sub-account are needed to pay Debits to your checking sub-account and maintain the threshold balance, they will be transferred back to your checking sub-account. Such transfers into your checking sub-account will be made up to five times per statement period or cycle. If a sixth transfer from your savings sub-account account is needed in any statement period or cycle, then the entire balance of your savings sub-account will be transferred into your checking sub-account.

The threshold balance is set by us and it may be changed at any time at our discretion.

III. Harris Savings and Certificate of Deposit (Time Deposit) Accounts

Interest will be paid on these accounts in accordance with the terms and conditions shown in the *Services Guide*.

A. Statement and Passbook Savings Accounts

General. We offer Statement Savings Accounts (including Harris Money Market Savings Accounts) and we may offer Passbook Savings Accounts. The rate of interest that we pay on your Savings Account is subject to change daily at our discretion.

Statement Savings Accounts. Cards for ATM use may be available for these accounts, and you will receive a quarterly statement regardless of transaction activity. You will also receive a monthly statement if you have had an electronic deposit or withdrawal.

Passbook Accounts. If you have a Passbook Savings Account with us, transactions are recorded directly in your passbook when it is presented to us. We may waive the requirement of presenting the passbook for a withdrawal or other transaction. The balance shown in your passbook or on a receipt is not final until verified by us in comparison with our records. Cards are not available for Passbook Savings Accounts. If your passbook is lost, stolen, or destroyed:

- You must notify us promptly. If you notify us by telephone, we must receive written confirmation within ten Business Days.
- Before we can issue a new passbook, or pay the amount you have on deposit, all owners of the account must sign a lost passbook claim which indemnifies us against any loss. We may also require a surety bond.

Withdrawals. You may make an unlimited number of withdrawals in person, by mail, by telephone or at ATMs. However, federal regulation permits only six transfers, including Harris Telephone Banking® or Harris Online Banking® or preauthorized transfers from your Savings Account per monthly statement period or cycle. Transactions that exceed the limitations will be rejected and a service charge may be imposed. Debit transactions at POS terminals with a Card are not permitted for Savings Accounts and will be declined. Federal regulations applicable to Savings Accounts provide that we must retain the right to require at least seven days' notice prior to any withdrawal.

Savings Overdrafts. Your account will be overdrawn if any transfer, withdrawal, service fee or other debit of any type exceeds your available balance. This includes, without limitation, (a) any transfer or withdrawal by ATM transaction, electronic payment, automatic loan payment, or other means (each of these is an "Item"), (b) any service fee or other charge posted to your account pursuant to this Agreement or the *Services Guide*, or (c) the chargeback of any check previously deposited to the account, and the reversal of any previous credit to the account.

If paying an Item will cause an overdraft, then we reserve the right to return the Item or pay the Item, at our sole discretion, and we may charge the overdraft fee in either case. Overdraft fees are disclosed in the *Services Guide*. You agree to repay immediately the amount of any overdraft along with any associated fees. If the account is owned by two or more persons, each owner is liable to us for the overdraft and associated fees, regardless of the amount of contribution by any owner of the account.

B. Certificate of Deposit (Time Deposit) Accounts

General. Certificate of Deposit ("CD") Accounts will automatically renew at maturity as explained in the *Services Guide*, unless you have instructed otherwise. If you have instructed us to not renew your CD, it will not earn interest after maturity. If you close your CD during the grace period, interest accrued since maturity date will not be paid.

Early Withdrawal Policy. When you make a deposit to a CD or Individual Retirement Account (IRA) CD Account, you are agreeing to keep the funds on deposit until the stated maturity. We reserve the right to permit withdrawals of principal only upon maturity. If we permit you to make an early withdrawal of principal, you will pay an early withdrawal penalty, regardless of the length of time the funds withdrawn have remained in the account. The early withdrawal penalty applicable to your CD Account is explained in the *Services Guide* furnished to you when you opened your CD Account.

CD Verification Receipt; Transferability. The receipt you receive after opening a CD Account is not a certificate of deposit or other instrument. The deposit and receipt are nontransferable, except on our records.

IV. Terms Applicable to All Accounts

A. Deposits

At our discretion, we can refuse, limit, or return any deposit. Checks and other Items you want to deposit must be in U.S. dollars and must be personally endorsed by all parties to whom they are payable. We may require that an endorsement by a person other than you be verified or guaranteed. We are not liable for deposits made to our depository box until we retrieve and verify the deposit. If a deposited Item is returned unpaid we may at our option choose to convert it to an electronic payment and redeposit it through an automated clearinghouse. You agree to pay the fee for a Deposited Item Returned for each such returned electronic payment.

We have sole discretion to determine whether we accept Items for deposit or collection, including Items drawn on a non-U.S. bank or Items payable in a foreign currency. Handling an Item "for collection" means that instead of accepting the Item for deposit, we send the Item directly to the issuer's bank for payment. We will credit your account only when we receive final payment for the Item. Items sent for collection are not subject to our Funds Availability Policy for Deposit Accounts, which is located at the end of this Agreement. Additionally, Items we accept for deposit which are drawn on a non-U.S. bank or are payable in a foreign currency are not subject to our Funds Availability Policy for Deposit Accounts. If the Item is payable in foreign currency, the actual credit will be at the exchange rate in effect at the time of final collection in U.S. dollars. If the Item is returned to us unpaid, we will return the Item to you. We reserve the right to charge any associated fees as disclosed in our *Services Guide*.

B. Forms Specifications

All checks, withdrawal forms, deposit slips and transfer instructions used in connection with your account must be on forms obtained through or approved by us. You agree to maintain adequate safeguards to ensure the authorized use of the forms you retain. We are not responsible for losses you may incur due to improper printing on forms not obtained through or approved by us. You agree that we may refuse to accept for deposit or to process any check or other Item that is presented to us in a form that cannot be processed or photographed using equipment that we regularly use in our normal operations.

C. Fees and Service Charges

You agree to pay any applicable fees and service charges when due, and you authorize us to deduct any fees and service charges from your account. These fees and service charges are listed in the *Services Guide*, and they are subject to change at any time. We may refrain from imposing any fee or service charge at our sole discretion. This is not a waiver of any of our rights and shall not affect our right to impose such fees or service charges in the future without additional notice to you.

If your account is held as an asset under your Individual Retirement Account (IRA) Plan, you agree that for any IRA Plan fees not paid separately by you, we may deduct such IRA Plan fees from your account. These fees are listed in the *Services Guide*, and they are subject to change at any time.

D. Wire and Other Funds Transfers

We will act on your payment order, but we reserve the right to require your written and signed instruction and/or confirmation, and compliance with our established security procedures. Any payment order which is verified through the use of our established security procedures shall be deemed to be your payment order, and you shall be required to pay us the amount of the payment order whether or not it was authorized by you.

The periodic statements we provide to you will notify you of funds transfer payments received for credit to your account. You agree that we are not required to provide any other notice to you of receipt of funds transfers. You are responsible for the contents of each payment order you send to us. You acknowledge and agree that we and any receiving bank are entitled to rely on the account number (or bank identification number) which appears on your payment orders without any obligation to look at the name of the receiving customer or bank which may also appear on the payment order.

When we receive automated credit entries and debit entries to your account through an automated clearinghouse, we are authorized to

credit or debit your account, as the case may be, and you agree to be bound by the rules of the National Automated Clearinghouse Association and The Clearing House Payments Company, LLC. Under these rules, it is very important that unauthorized entries be reported promptly so they can be returned to the originating source in a timely manner.

You also agree that funds to be credited to your account are provisional until we receive final payment. If we receive a demand for reimbursement from any payor of a direct deposit to your account claiming that you were not entitled to certain payments, we are authorized to charge your accounts for the amount of the claim.

***E. Harris Telephone Banking® or
Harris Online Banking® Services***

You can use Harris Telephone Banking and/or Harris Online Banking services to electronically obtain the following services: (a) receive information about the balance or recent transaction activity in your accounts with us; (b) issue stop payment orders for checks on your accounts with us; and (c) initiate the transfer of available funds between your qualifying Harris accounts. A detailed description of these services and the applicable security procedures that you and your authorized representatives must follow when using them will be provided when you enroll or begin using these services. We may modify the services and the security procedures from time to time upon notice to you. We may furnish confidential security procedure materials to any authorized signer on your accounts with us, or to any other person we reasonably believe to be authorized to receive the information.

Account balances change on a frequent basis. We assume no responsibility for your reliance on such information, which is subsequently updated or corrected, and you hereby waive any claim against us based upon balance or transaction information we provide through these Harris services.

We rely on the accuracy and completeness of the information you give to us when you use these Harris services. You should strictly maintain the confidentiality of your user ID and password that you or your authorized representatives use to access these services.

We may recommend certain computer hardware or software for your use in connection with Harris Online Banking services. However, we make no representations or warranties with respect to that hardware or software. We make no representations or warranties, whether statutory, express, or implied with regard to the services or any telecommunications or computer systems you may use in connection with the services, and we disclaim all warranties or merchantability and fitness for a particular purpose.

F. Taxpayer Identification Numbers

You must furnish your correct Social Security Number or other taxpayer identification number when you establish an account with us. When you sign an account opening form or signature card, you certify that the number you are furnishing is correct (or that you are waiting for a number to be issued), that you are not subject to backup withholding, and that you are a U.S. person (including a resident alien). If you are not a U.S. person (including a resident alien or a foreign corporation, foreign partnership or foreign trust), you must furnish the proper Form W-8.

G. Dormant or Abandoned Accounts

Dormant Accounts. We consider your account to be dormant if there has been no transaction or communication in writing from you about the account for three years if it is a Savings Account (excluding CDs and IRAs), or one and one half years if it is a Checking Account (including a Harris Checking Account, Harris Interest Checking Account, or a Harris

Money Market or Sweep Checking Account). If your account becomes dormant, we will notify you in writing (at the last address you have given to us) and we will impose a periodic dormant account fee (excluding Minor Savings Accounts) in addition to any applicable account maintenance fees as long as the account remains on our books (see the *Services Guide* for our current fees).

Abandoned Accounts. Your account will be presumed abandoned, and the funds in the account will be transferred to the State where our branch that maintains your account is located in accordance with Applicable Law, if within that State's then current statutory period, you have not caused any transactions with regard to the account, communicated with us in writing concerning the account, or otherwise indicated an interest in the account as evidenced by a memorandum on file with us. We will stop paying interest on the account once it is presumed abandoned subject to Applicable Law.

H. Statements and Notifications

You will receive a periodic statement for all accounts except Passbook Savings and CD Accounts. The balance shown on your statement is not final until verified by us in comparison with our records. We reserve the right not to send statements on accounts we consider dormant. All statements, notices, canceled checks (or images of canceled checks and information identifying canceled checks) and other items must be examined by you promptly upon receipt. You must notify us of an unauthorized or missing signature or alteration within a reasonable time (not to exceed 30 days) after we send or make available to you your canceled checks (or images of canceled checks and information identifying canceled checks). If your statement shows that someone has made an unauthorized electronic withdrawal from your account, you agree to notify us at once and, within 15 days after we send your statement, give us an affidavit declaring that the withdrawal was not authorized. You must also notify us of any other account problem, including an erroneous statement entry, unauthorized or missing endorsement, or improper charges within 60 days of the date we send or make your statement available to you.

We shall not be liable for errors, irregularities, unauthorized signatures, or alterations unless you have given us the required notice. You agree that you will not commence any legal action or proceeding against us regarding any such error, irregularity, unauthorized signature, or alteration unless you do so within one year of the date we send or make available to you the statement, notice, or advice in question.

I. Legal Proceedings

In the event your account becomes involved in legal proceedings or the ownership of, or right to make withdrawals from your account becomes in dispute for any reason, we may restrict your use of it. In the event we become a party to any legal proceedings involving you, and another account holder or a third person, you agree to compensate and reimburse us for all costs, charges, and expenses, including reasonable attorneys' fees, incurred by us as a result of such proceedings subject to Applicable Law. In the event of your death, we will not release funds on deposit until all legal documents we require are delivered to us.

J. Security Interest, Setoff and Assignment Restrictions

You hereby grant us and each of our affiliates a security interest in all deposit accounts owned by you, either individually or jointly, now or in the future, with us or any one of our affiliates, regardless of the amount of your contribution to an account, in order to secure payment of any and all claims including service fees we or any one of our affiliates may have against you, or a joint owner, whether or not another party is also liable for such claims and whether such claims relate to the account,

an overdraft protection plan, a credit agreement, or other circumstances. If you fail to satisfy a claim after we or any one of our affiliates send written notice to you, you hereby authorize us or any one of our affiliates to pay all or a portion of the amount of the claim by a debit to or withdrawal from the account. You agree that the account-holding bank shall comply with the secured party's instructions directing a withdrawal from your account without obtaining your consent.

In addition to the rights granted herein, we and each of our affiliates retain all rights of setoff pursuant to Applicable Law. If you owe money to us or any of our affiliates, we can use the money from any account you have with us to pay the debt. If we cash any check for you which is returned unpaid, we are authorized to deduct such amount from any account maintained by you whether individually or jointly, regardless of the amount of your contribution to the account.

In addition to our setoff rights and those of our affiliates described above, we and our affiliates may subject the entire sums on deposit of a living party to an account to our/their claims, as if such sums resulted solely from contributions made by the debtor party. However, if a joint or P.O.D. Account opened in Wisconsin requires the signatures of all of the parties for purposes of withdrawal, such Account shall not be subject to the claims of creditors of a debtor party to the extent of the net contributions of the other parties to the account.

You are prohibited from assigning your rights to or granting a security interest in an account without our prior written consent. You understand that any assignment or pledge of your account is subject to our prior security interest and right of setoff. You further agree to indemnify us against any claims, losses, liabilities and expenses incurred by us if you assign or grant a security interest in your deposit account (whether or not we consented to such action). You also grant us a security interest in your account as security for your performance of this indemnity, and the right to terminate or place a hold on the account, and dishonor all Items drawn on the account that you have assigned or in which you have granted a security interest to any third party (whether or not we consented to such security interest). Upon receipt of oral or written notice from any party of a claim regarding the account, we may place a hold on the account. In such case, you agree to indemnify and hold us harmless for our failure or refusal to honor any Item drawn on your pledged account or any other withdrawal instruction.

K. Transfer of Accounts

Checking Accounts (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) may not be transferred. Savings and CD Accounts are not transferable except on our records. Consult a Harris Banker concerning the procedures for permitted transfers of the account's ownership.

L. Closing Your Account

You can close your account at any time for any reason by giving us written notice. We can also close the account at any time. If we do, we will send you a notice and a check for the balance. If your account is closed before interest is credited, you will not receive the accrued interest. Any checks presented after your account is closed will be returned unpaid. Closed accounts remain subject to the other provisions of this Agreement.

M. Change in Terms

We can change this Agreement and any fees, service charges and balance levels or other terms shown in the *Services Guide* at any time without prior notice, if the change is favorable to you. "Changes" include

revisions or deletions of existing terms and conditions, and additions of new terms and conditions. If the change is adverse to you, we will send or make notice available to you at least 30 days before the effective date of the change. If you continue to use the account or keep the account open after such notice, you will be deemed to agree to the changes. Notwithstanding the foregoing, any provision of this Agreement may be changed or terminated immediately, without notice, to the extent necessary to comply with any Applicable Law.

N. Notices

Notices that we send you will be considered effective when sent to the most current address we have for you in our records or sent electronically, if we have agreed on this method. Notice from you will be considered effective when we receive it at our offices and we have had a reasonable time to act on it. If your account has two or more owners, we can notify one of you and the notice will be effective for all account owners. Also, notice to us from any one owner of an account will be considered notice from all owners.

O. Disclosure of Customer Information

For Personal Accounts: Generally, we will not disclose information about you, your account or transactions to third parties or our affiliates, except (i) as authorized by you; (ii) as permitted by Applicable Law; (iii) as described in the *Harris Privacy Policy*; or (iv) if you have a Harris Card as described in the disclosures regarding electronic funds transfers (included in Section VI-E of this Agreement).

For Business Accounts: See Section V-D on page 14.

P. Harris Marketing Lists

You may request not to receive notifications of our products or services by calling us at 1-888-654-0063. (Business Customers should contact us at 1-888-489-2265). Please note that it may take several weeks to fully implement your request. Thereafter, the only information we will provide you regarding our products and services will be through regular communications with you.

Q. Customer Communications

To improve customer service and security, you agree that your telephone communications with us may be monitored and recorded. You agree that calls concerning any of your accounts with us are not unsolicited, and you also agree to accept calls from us about your accounts which could be automatically dialed and a recorded message played.

R. Waiver/Enforceability

No delay in enforcing our rights will affect your obligations under this Agreement. If we waive any of the provisions of this Agreement, such waiver will apply only on that occasion. If there is a conflict between this Agreement and Applicable Law, this Agreement will be considered changed to the extent necessary to comply with Applicable Law. If any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable, that provision may continue to be enforceable to the extent permitted by the court, and the remainder of that provision will no longer be considered part of this Agreement. All other provisions will remain in full force and effect.

S. Indemnity

You agree to indemnify us for any loss, liability, or expense, including reasonable attorneys' fees, which results from any of the following:

- You instruct us to do something and we incur any loss or expense caused by following your instructions.
- You, or a prior endorser, endorse a check or place anything on the front or back of a check that is not in compliance with our

endorsement standards.

- We become a party to any legal proceedings under the Section headed "Legal Proceedings" on page 9.

Also, in the event that we receive a claim that a check you deposited or cashed with us has been altered, or has an unauthorized or missing signature, we may charge any of your accounts in the amount of the claim and hold such amount pending resolution of such claim. We shall notify you if we charge your account. Any claim by us for reimbursement from you under this Agreement may also be made against your estate, heirs, and legal representatives.

T. Limitation of Liability

You agree that to the extent permitted by Applicable Law we shall only be liable for your actual damages caused by our gross negligence or willful misconduct in connection with these deposit account services, and you hold us harmless from any loss, liability, damage or expense arising out of your use of these services. In no event shall we be liable for any event or circumstance beyond our reasonable control, or for indirect, special, punitive or consequential damages.

U. Power of Attorney

You may provide a power of attorney designating a person with the authority to exercise all your rights under this Agreement or as limited by us in our sole discretion. We may limit you to the appointment of one attorney-in-fact whose appointment must be joined by all the individual account owners, if a joint account. Subject to Applicable Law, any such appointment must be in a form satisfactory to us, hold us harmless from and against any actions we have taken or your attorney-in-fact has taken regarding your account, and be evidenced on our records.

V. Special Provisions Related to Certain Types of Account Ownership

Joint Tenancy with Right of Survivorship. If two or more persons select a joint tenancy account on the application or signature record for an account, the signers agree that they own that account as joint tenants with right of survivorship. This means we may pay out all or part of the funds in the account to, or upon the order of, any one owner of the account regardless of the amount of contribution by any owner of the account. Also, if an owner dies, the funds remaining in the account will be payable to the surviving owner(s). It is our policy to request certain documents upon notification of the death of any of the joint owners before the funds in the account can be released. Except for transfer of ownership upon the death of one or more of the joint owners, the title and ownership of a joint account can be changed only with the written authorization of all owners. This type of account ownership does not create a tenancy by the entirety.

Totten Trust Account (Upon Your Death, the Account Balance Is Payable to Your Designated Beneficiary). If you open an account as trustee for a named beneficiary, without other formal trust papers, the account will be treated as a Totten Trust deposit (sometimes called a "payable upon death" account) as subject to Applicable Law. You may make deposits, withdrawals, or close the account at your discretion, and you may change the beneficiary. After your death, the balance in the account will be paid to the beneficiary, or to his or her legal representative if the beneficiary is a minor. This is subject to Applicable Law, and to the provisions of other documents covering the account. The trustee, or any trustee if there is more than one, may change the designated beneficiary(ies) without the consent of any other trustee or the beneficiary(ies). Between trustees, where there is more than one, the account is considered a joint account with right of survivorship, and is subject to the provisions referred to above for joint accounts. The

beneficiary must survive all trustees to receive the balance of the account.

Custodial Accounts for Minors. When you establish an account and make any deposit as custodian for the benefit of a minor, you are making that deposit under the Uniform Transfers to Minors Act as enacted in the State where our branch is located that maintains the account (the "Act"), and all deposits to that account shall be governed by the Act. Deposits may be made to an account controlled by an adult acting as custodian for a minor. Once a deposit is made to the account, that deposit and the interest it earns belong to the minor. Until the child reaches the age of majority as defined in the Act, control of the account generally remains in the hands of the custodian. Tax liability generally will be in the name of the minor, and the custodian must therefore include the minor's Social Security Number when the account is opened. Only one adult at a time may serve as custodian for a minor. A successor custodian may be designated at the time of account opening on the signature record, or at a later time. Consult your tax adviser concerning this type of account.

Tenants-In-Common Accounts – No Rights of Survivorship. This type of ownership is available for some types of accounts. All funds on deposit in these accounts are owned as tenants-in-common. The balance in the account is subject to withdrawal, transfer, or other disposition, only when authorized or approved by all owners or their legal representatives. Unless indicated otherwise on the account application or signature record, the ownership interest of each owner in the account balance is considered equal. Upon the death of any one of the owners, the deceased person's interest will go to the heirs of the deceased person and not to the remaining owner(s).

Marital Account in Wisconsin. A "Marital Account" is an account established in Wisconsin without the right of survivorship on or after January 1, 1986, by two parties who claim to be husband and wife, which is payable on request to either or both of the parties and which is designated as a Marital Account. A Marital Account belongs, during the lifetime of both parties, to the parties without regard to the proportion of their respective contributions to the sums on deposit or to the number of signatures required for payment. A party to a Marital Account may name one or more P.O.D. beneficiaries for that party's interest. A Marital Account is owned as a Marital Account by the parties named hereon. Upon the death of either of them, the survivor owns 50% of the sums on deposit. A Marital Account with P.O.D. beneficiaries is owned as a Marital Account by the named parties and, upon the death of either of them, 50% of the sums on deposit are owned by the survivor and 50% are owned by the P.O.D. beneficiary(ies) named on the signature record by the deceased party.

P.O.D. Account in Wisconsin. A "P.O.D. Account" is an account payable on request to one person during lifetime and on the person's death to one or more P.O.D. beneficiaries, or to one or more persons during their lifetimes and on the death of all of them to one or more P.O.D. beneficiaries. It includes an account in the name of one or more parties as trustee for one or more beneficiaries where the relationship is established by the form of the account and the deposit agreement with the financial institution and there is no subject of the trust other than the sums on deposit in the account. It includes a Marital Account for which a party named one or more P.O.D. beneficiaries for that party's interest. A P.O.D. Beneficiary is a person designated on a P.O.D. Account as one to whom all or part of the account is payable on request after the death of one or more parties. A P.O.D. Account belongs to the original payee during the original payee's lifetime and not to the P.O.D. beneficiary or beneficiaries. If two or more parties are named as original payees, during their lifetimes rights as between

them are governed as if the account were a joint account; and a surviving original payee may revoke or amend the P.O.D. beneficiary designation at will. A P.O.D. Account with single party is owned by the party named hereon. Upon the death of such party, ownership passes to the P.O.D. beneficiary(ies) named hereon. A P.O.D. Account with multiple parties is jointly owned by the parties named on the signature record. Upon the death of any of them, ownership passes to the survivor(s). Upon the deaths of all of such parties, ownership passes to the P.O.D. beneficiary(ies) named on the signature record. A P.O.D. Account may only be established in Wisconsin.

V. Special Provisions Applicable to Business Accounts

This Section applies to accounts established by corporations, partnerships, sole proprietorships, associations and other non-consumer customers.

A. Account Documentation

For any account in the name of a legal entity such as a corporation, partnership or association, we require authorization forms designating the person(s) authorized to make withdrawals and transfers, and issue other orders and instructions. We will honor such authorization according to its terms until we receive written notice that it is amended or terminated by the governing body of such organization. If you allow checks or other payment orders to be written and presented before we receive all authorization forms, we may refuse to pay the checks or orders (even though there are funds in the account), and you agree that we shall not be liable for damages in that event.

B. Deposits and Related Matters

1. Any Item deposited to your account or handled by us for collection that lacks an endorsement may be, or may be deemed to be, endorsed by us on your behalf. With respect to any such Item, our rights and your liabilities shall be determined as though you actually endorsed and deposited the Item. Further, any Item deposited to your account that bears your stamped or facsimile endorsement shall be deemed to bear your actual endorsement regardless of who affixed such endorsement.
2. You agree that we act only as your collecting agent in receiving Items for deposit or collection, and we assume no responsibility beyond due care. You also agree that any Item (including any check, draft, and automated clearinghouse entry) which is deposited to your account, or for which you receive cash, which is returned unpaid may be charged against any account you have with us. In the event that we receive a claim that a check or other Item you deposited or cashed with us has been altered, or has an unauthorized or missing signature, we may charge any of your accounts in the amount of the claim and hold such amount pending resolution of such claim. We will notify you if we charge your account.
3. Federal tax deposits processed in a lobby or drive-up after 2:00 p.m. C.T. on any Business Day or on any non-Business Day will be considered processed the next Business Day.

C. Service Charges

You agree to pay our standard fees and charges for your account and our related services (collectively "*Fees*"), unless we have a separate written agreement with you relating to Fees. All Fees will be automatically deducted from your account unless we have agreed to allow you to pay for some types of Fees through account analysis and compensating balances as described in the *Services Guide*.

D. Disclosure of Customer Information

Generally, we will not disclose information about you, your account or transactions to third parties or our affiliates except as permitted by

Applicable Law or authorized by you. By opening or using an account, you irrevocably authorize us to disclose information (i) to our affiliates, accountants, lawyers or other agents; (ii) to bank regulators and law enforcement authorities when we reasonably believe we have been the victim of a crime; (iii) to provide, exchange or verify credit information, in the regular course of business (including collecting an obligation owed to us or a third party) with other financial institutions, commercial enterprises or credit bureaus; and (iv) to comply with government agency or court orders or other legal process including subpoenas, summonses or search warrants.

Sharing and Use of Information Within the Harris Family of Companies. We may share within the Harris family information about your transactions or experiences with us, information you supply on your account applications, and information we receive from third parties. As an individual, you have the right to instruct us not to share among our banks and affiliated financial service companies certain information (other than information about our transactions and experiences with you) from your account applications or information we receive from third parties. As an individual, federal law gives you the right to limit some but not all marketing from the Harris family of companies. You may limit our affiliates within the Harris family of companies, such as our banks, brokerage, insurance or investment advisory affiliates, from marketing their products or services to you based on personal information about you that they may receive from other companies within the Harris family of companies. This information includes your income, your account history and your credit score. Your choice to limit marketing will apply until you tell us to change your choice. To inform us that you do not want us to share certain information about you or to limit marketing offers, please contact us at 1-888-489-2265, visit any Harris location, or write to the Harris Privacy Office at 111 W. Monroe St., Chicago, IL 60603. If two or more customers jointly own an account or obtain a service, the request not to share information or limit marketing will apply only to the customer making the request unless otherwise directed by you. Please note that this does not prohibit the companies within the Harris family of companies with whom you have established a business relationship from marketing their products and services to you unless you have requested that your name, address, email address and phone number be excluded from marketing lists. The Harris Family of Companies means your Harris bank and all other banks and non-bank companies affiliated with the bank by common ownership or control.

***E. Special Agreements by Corporations, Partnerships,
Sole Proprietors and Other Business Entities***

1. Corporation, Unincorporated Association and Limited Liability Company Accounts. If you are a corporation, unincorporated association or limited liability company ("*company*"), you agree that the account is payable only to or on the order of the corporation, association or company, as applicable, and not to any individual director, shareholder or member thereof (except as they may be a payee on a check or other item drawn on the account). You further represent and agree that the corporation, association or company has taken all action necessary to open and maintain banking accounts with us and that any resolutions and designations of authorized representatives filed with us in connection with the account are true, accurate, complete, and will be kept up to date. For any transaction involving the account, we may act upon the instructions of the persons authorized pursuant to the resolutions to act on behalf of the corporation, association or company. You agree to notify us in advance of any change in your form of ownership.

2. Partnership Accounts. If you are a partnership, including a limited partnership or joint venture, you agree that the account is payable only to or on the order of the partnership, and not to any individual partner, except as the partner may be a payee on a check or other item drawn on the account. You further represent and agree that the partnership has taken all action necessary to open and maintain banking accounts with us and that any certificates, resolutions and designations of authorized representatives filed with us in connection with the account are true, accurate, complete, and will be kept up to date. On any transaction involving the account, we may act upon the instructions of the person(s) authorized to act on behalf of the partnership. You agree to notify us in advance of any change in your form of ownership.

3. Sole Proprietorship Accounts. If you are a sole proprietor, you agree that upon your death, your estate shall release and indemnify us for any payment made at the direction of an authorized signer on your account, provided that we have not received actual notice of your death. If you are doing business under an assumed name, you represent and agree that you have properly filed all assumed name certificates or other documents required by the laws of your state. You agree to notify us in advance of any change in your form of ownership.

F. Business Account Definitions

Ledger Balance. The balance in your account that consists of all deposits, plus interest credited to the account, *minus* all withdrawals and other debits to the account at the close of the Business Day.

Collected Balance. The balance in your account at the close of the Business Day, consisting of cash, wire transfers and electronic deposits, plus those non-cash items on deposit for which you have received credit, and interest credited to the account, minus all withdrawals and other debits to the account.

Average Collected Balance. The balance calculated by adding the Collected Balance in the account for each day of the period (monthly or other applicable period) and dividing that figure by the total number of days in that period. The Average Collected Balance for the period may be a negative number if we permitted you to overdraw the Collected Balance on any day(s). For accounts which are not subject to Earnings Credit (which is sometimes referred to as Account Analysis), the Average Collected Balance may be calculated based on the number of days the account was open during the relevant period. The Average Collected Balance is also referred to as Average Daily Balance.

Earnings Credit. A business checking feature that allows you to earn credit on the Average Collected Balance on non-interest-bearing checking accounts. This credit is then used to offset maintenance fees and transaction fees on qualifying related checking accounts for the monthly or other applicable period. Earnings Credit is based on the Balance Available for Services (which is the positive Average Collected Balance adjusted by the Federal Reserve Factor), multiplied by the applicable Earnings Credit Rate. The Earnings Credit Rate is subject to change at the discretion of Harris without notice. The Federal Reserve Factor is a percentage of the Average Collected Balance. It is subject to change at the discretion of Harris without notice.

Negative Collected Fee. When the Average Collected Balance of a Business Checking Account is negative for any monthly or other applicable period, this fee will be calculated by applying the applicable daily rate (currently the Harris prime rate plus three [3] percent divided by 365 days) to the Average Collected Balance and multiplying by the number of days in such period. This rate is subject to change at the discretion of Harris without notice.

VI. Disclosure and Agreement for Electronic Funds Transfers and Card Services for Personal Accounts

This Disclosure and Agreement for Electronic Funds Transfers and Card Services for Personal Accounts contains important information for Harris' consumer customers (not businesses), who use these services, including electronic deposits and withdrawals, and Harris ATM and Harris Debit Cards (each is referred to as a "Card"). These services are provided only for customers who qualify and who have specifically arranged for these services. These services may not apply to business accounts.

This Agreement covers your and our rights and responsibilities in connection with these services and the resulting transactions. You are the only authorized user of your Card and your secret Personal Identification Number ("PIN"). You agree not to give anyone else your Card or your secret PIN. The secret PIN is provided for your protection and identification. You should not reveal your PIN to anyone or keep it written on or with your Card. You also agree to notify us promptly of any loss or theft of the Card or PIN.

If you have not conducted a Card transaction for twelve months, we may cancel the Card or not reissue it. You may, however, call us to request a new Card.

Wire Transfers are covered by Section IV-D of this Agreement. Terms and conditions for Cards issued on business accounts are set forth in the Harris Business Card Agreement in Section VII.

A. Services Offered

1. Electronic Deposits/Withdrawals. If you provide authorization to accept deposits or honor withdrawals electronically, we will provide such services.

- a) Preauthorized Deposits (Credits) – You can arrange with the payor to have certain recurring payments (for example, Social Security payments or payroll payments) automatically deposited to your designated Checking Account (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) or your Savings Account (including Harris Money Market Savings). All credits to your account for funds transfers are provisional until we receive final settlement for the funds. If we do not receive such final settlement, we are entitled to a refund of the amount credited to your account for that transfer.
- b) Preauthorized Withdrawals (Debits) – You can arrange to have certain one-time withdrawals (for example, to pay a merchant) or recurring withdrawals (for example, regular monthly insurance premium payments) automatically paid from your Checking Account (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) or your Statement Savings Account (including Harris Money Market Savings), subject to applicable transaction limits. If you wish to terminate recurring electronic withdrawals, you must notify the payee. Stop payment procedures are explained in section G.

2. Automated Teller Machine ("ATM") Transactions. If you obtain a Card from us, you may use your Card to withdraw cash, transfer funds, or perform a balance inquiry on your Checking Account (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) or your Statement Savings Account (including Harris Money Market Savings) through participating networks.

Harris participates in the following ATM networks for PIN transactions: NYCE^{®1}, Maestro^{®2}, Cirrus^{®2}, MasterCard^{®2}, PLUS^{®3}, and PRESTO!⁴ (located in Publix Supermarkets in Florida). In addition, your Card may

be used at Harris and Harris-branded ATMs and Bank of Montreal (BMO) –branded ATMs with no Harris charge.

You may make deposits at Harris ATMs which accept deposits. Deposits may not be made at Non-Harris ATMs.

All transactions initiated through any ATM are subject to verification, and are subject to the time necessary to process them. Transactions made after 6:00 p.m., Central Time (C.T.), on any Business Day or on a non-Business Day may not be processed by us until the following Business Day. Deposits are subject to our Funds Availability Policy for Deposit Accounts.

3. Point-of-Sale (POS) Transactions. You may use your Card at participating merchant locations to pay for purchases with funds in your Checking Account, subject to applicable transaction limits.

Harris participates in the following POS networks for PIN and non-PIN transactions: MasterCard®, Maestro®, Cirrus®, NYCE®, and PLUS®.

Purchases attempted with your Card against Savings Accounts are prohibited and will be declined. The amount of your purchase will be deducted directly from your designated account, and you cannot stop payment on any purchase made with your Card. Use of the Card for a purchase is regarded as a withdrawal from your account at the time the Card is used, even if the transaction is not posted immediately to your account.

4. Foreign Transactions. For an ATM or POS transaction at a non-U.S. location in a currency other than U.S. dollars, the governing ATM or POS network will convert the local currency transaction amount into a U.S. dollar amount using its then current currency conversion procedures. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is, in most cases, either (i) a government-mandated rate or (ii) the wholesale rate in effect in accordance with their procedures increased by three (3) percent. The currency conversion rate in effect on the conversion date may differ from the rate in effect on the transaction date.

5. Cash Advances at Participating Financial Institutions. If you have our Card bearing the MasterCard® logo, you can obtain cash advances at any financial institution participating in the MasterCard® system, and at a limited number of merchants that are permitted to perform cash advances. These cash advances are withdrawals from your Checking Account (including your Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts), and are covered by the same daily limit that applies to ATM withdrawals.

6. Automated Transfers by Harris Telephone Banking® or Harris Online Banking®. You may make automated transfers by Harris Telephone Banking or Harris Online Banking services between your qualifying deposit accounts with us. Qualifying types of deposit accounts generally include your Checking Account (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) and your Savings Account (including Harris Money Market Savings). This service requires a PIN which you select. Transfers made after 8:00 p.m. C.T. on any Business Day or on a non-Business Day may not be processed until the following Business Day.

7. Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic withdrawal from your Checking Account (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) using information from your check to:

- a) Pay for purchases.
- b) Pay bills.

B. Limitation on Frequency or Dollar Amounts of Transactions

Your use of the Card for withdrawals, purchases and cash advances is subject to the following daily limits unless you have been specifically advised that different limits are applicable to your account or Card:

Card Type	Cash at ATMs	Purchases
Harris Debit MasterCard®	\$500	\$2,500
Harris Gold Debit MasterCard®	\$1,000	\$5,000
Harris Gold Debit MasterCard® – Platinum Plus Option	\$2,500	\$10,000
Harris Basic Banking Card (Card without MasterCard® logo)	\$500	\$1,000
Harris Banking Card for Savers	\$300	Not Available
Harris Debit MasterCard®		
Harris Fresh Start Checking SM	\$200	\$400

Daily withdrawal and purchase limits refresh as of 12 a.m. (midnight) C.T. We are not required to honor a withdrawal or transfer from your account if you have insufficient available funds to cover the transfer. We may refuse to offer any electronic funds transfer service or cancel such services at our discretion. For security reasons, there may be limits on the number of transfers you can make using your Card at ATM and POS locations. Federal regulation allows a combined maximum of six (6) preauthorized transfers from a Harris Money Market Checking Account or a Statement Savings Account (including a Harris Money Market Savings Account) each monthly statement period or cycle, including transfers by Harris Telephone Banking® or Harris Online Banking® services. No more than three such transfers per monthly statement period or cycle may be by check or POS purchase transaction. For Savings Accounts, transactions that exceed the limitations will not be permitted. Debit transactions at POS terminals with a Card are not permitted for Savings Accounts and will be declined.

C. Service Fees

Electronic funds transfers may be subject to a service fee. Our Harris service fees currently in effect are disclosed in the *Services Guide*. When you use an ATM not owned or operated by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). We will provide you prior notice of any increase in Harris service fees (see Section IV–M). Please note that these non-Harris fees are outside our control and may be changed at any time. You authorize us to deduct any service fees directly from your account.

D. Documentation of Transactions

- 1. ATM and POS Transaction Receipts.** You will get a receipt each time you use your Card to make a transaction (except for balance inquiries) at an ATM or POS terminal, unless the terminal is not working properly or you elect not to receive a receipt. You will also get a receipt each time you use your Card to obtain a cash advance at a financial institution participating in the MasterCard® system.
- 2. Confirmation of Preauthorized Deposits (Credits).** If you have arranged to have electronic deposits made to your account from the same payer at least once every 60 days (for example, if you are having your Social Security payments directly deposited to your account), you

can call us at 1-888-340-2265 to find out if your deposit has been made. These electronic deposits will also appear on the periodic statements for the account. We shall not be required to provide any other written notice to you concerning the receipt of such payments.

3. Periodic Statements. You will get a statement for any month in which you have an electronic funds transaction described above affecting your account.

4. Passbook Savings Accounts. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

5. Notice of Varying Payment Amounts. If your recurring electronic payments may vary in amount, the person or company you are going to pay should tell you, ten days before each payment, when it will be made and how much it will be. You may choose instead to get this notice from the person you are paying only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

E. Disclosure of Account Information

We may disclose information to third parties about you, your account, or the transfers you make: (i) where it is necessary for completing transfers; or (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (iii) in order to comply with government agency or court orders; or (iv) if you give us your written permission; or (v) as described in the *Harris Privacy Policy*.

F. Our Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, (1) if through no fault of ours, you do not have enough available funds in your account to make the transfer; (2) if the transfer would go over the credit limit on your overdraft line of credit; (3) if the ATM where you are making the transfer does not have enough cash; (4) if the ATM, POS terminal or system was not working properly and you knew about the breakdown when you started the transaction; (5) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; (6) if any merchant or financial institution refuses to honor your Card; (7) if a transfer is not completed due to communications or systems failure; or (8) if access to the account is restricted due to its involvement in legal proceedings or by other claims or actions. Except for your rights and our responsibilities actually stated in this Electronic Funds Transfer Agreement, and in cases of our gross negligence or willful misconduct, we are not responsible for any loss, injury, or damage resulting from the use of your Card, any ATM or POS terminal, or other electronic funds transfer services, and you waive all such claims.

G. Stop Payments

1. Rights and Procedures for Stop Payments. If you have authorized recurring electronic payments out of your account (for example, to pay insurance premiums), you can stop any of these payments. Here's how:

- a) If you have authorized some company other than Harris to initiate the payments out of your account, you should notify that company and tell them you are revoking their authority to take payments out of your account.
- b) In addition, you should call us at 1-888-340-2265 or write us at Harris, Attn.: Support, P.O. Box 94033, Palatine, IL 60094-4033 in time for us to receive your request three (3) Business Days or more

before the payment is scheduled to be made. If you call, we may require you to put your request in writing. We must receive the written request within fourteen (14) days. Please note that we will charge a stop payment fee for any debit we receive and process as disclosed in the *Services Guide*.

2. Liability for Failure to Stop Payment. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your unrecoverable losses or damages.

H. Business Days

Our Business Days are Monday through Friday; federal holidays are not included.

I. How to Notify Us in the Event of an Unauthorized Transaction; Your Liability for Unauthorized Transactions

Tell us AT ONCE if you believe there has been an unauthorized transaction on your account or that your Card or PIN has been lost or stolen. Telephoning is the best way of minimizing your losses. For ATM, POS and ACH transactions, call us at 1-888-340-2265; or write to us at Harris, P.O. Box 94019, Palatine, IL 60094-4019. You could lose all the money in your account – plus any amount available under your overdraft line of credit, if you have that service.

If you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card or PIN without your permission. However, you could lose as much as \$500 if:

- You do not tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN; and
- We can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us.

Also, if your statement shows transactions that you did not make, tell us at once. Upon our request, you agree to complete and return to us promptly an affidavit declaring that the transaction was not authorized. If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend these time periods.

J. In Case of Errors or Questions about Your Electronic Transfers and Card Transactions

Call us at 1-888-340-2265 for errors involving Card transactions and Electronic Transfers or write to us at Harris, P.O. Box 94019, Palatine, IL 60094-4019, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. This is the information we will need in order to help resolve the problem:

1. Tell us your name, account number, and Card number (if applicable).
2. Describe the error or the transaction and the date of the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you also send us your complaint or question in writing within ten (10) Business Days. If you are claiming that a transaction was unauthorized, you agree to cooperate with

us in our investigation and give us a copy of any police report and an affidavit covering all reasonably related facts and circumstances.

We will determine whether an error occurred within ten (10)* Business Days after we hear from you and we will correct any error promptly. If we need more time, however, by law we may take up to 45* days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10)* Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you fail to give us the required written confirmation of your complaint or question, then we may not credit your account or we may revoke the provisional credit we previously gave to you.

We will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we determine that there was no error, we will send you a written explanation, and debit your account for any amount that was provisionally recredited. You may ask us for copies of the documents we used in our investigation.

*These time periods may be extended as follows. The applicable time is 20 Business Days in place of ten (10) Business Days for new accounts if the notice of error involves a transfer to or from the account within the first 30 days your account is open. The applicable time is 90 days in place of 45 days if the notice of error involves a transfer that either [1] was initiated outside the U.S., [2] resulted from a Point-of-Sale transaction, or [3] occurred within the first 30 days your account is open.

K. Amendments

We may amend this Disclosure and Agreement at any time by giving you written notice of the change. If any amendment results in greater cost or liability to you or decreases access to your accounts, we will give you at least 21 days' notice by sending a copy of such amendment to you at your address as shown in our records or send electronically if we have agreed upon this method. Amendments shall be effective unless, before the effective date of the amendment, you return your Cards to us, together with written notice that you do not accept the amendment.

L. Termination; Miscellaneous

We may terminate or limit the electronic funds transfer services we offer to you under this Agreement, including revocation of the Card at any time. The Card and the PIN are our property and you agree to return them to us upon demand. The rules, regulations, and agreements that govern your deposit accounts apply to all transactions initiated with the Card, and to all other electronic funds transfers affecting those accounts (except for wire transfers which are subject to Section IV-D).

VII. Harris Business Card Agreement

This Agreement governs the use of Business ATM Cards and Business Debit Cards (each is referred to as a "Card") issued to you (sometimes referred to as the "Company") by Harris for use by your officers, employees, agents, and other representatives in connection with your pre-selected Harris checking or savings account(s). By applying for any Business Card, or by allowing use of any such Card, the Company agrees to be bound by this Agreement as amended from time to time. All ATM, point-of-sale ("POS") and Card transactions are also subject to Applicable Laws, regulations, and rules, as well as other agreements governing your Harris deposit accounts.

A. Types of Cards Offered

We offer the following three types of Cards to our business customers, as described in more detail below:

- *Harris Debit MasterCard® for Business* is a business debit card with ATM, POS, and cash advance capabilities;
- *Harris Banking Card for Business* is a business ATM card which provides ATM and POS capabilities; and
- *Harris Business Banking Card for Deposits* is a business ATM deposit card useable only for deposits at Harris ATMs which accept deposits.

The Cards and Personal Identification Numbers (PIN) are provided solely for use by the Company's authorized representatives for business purposes (and not for personal, family, or household purposes), and the Company agrees to instruct each authorized Card holder to: (a) sign the Card promptly following receipt; (b) safely keep the Card and PIN separate and in the sole possession of the authorized user; (c) not disclose the PIN, record it on the Card or otherwise make it available to anyone else; (d) use the Card, PIN, and ATM or POS terminals only for business purposes, and only as instructed and authorized by the Company and/or Harris from time to time; (e) save all receipts and have them verified against the Company's monthly account statement; (f) report all crimes immediately to the operator of the ATM or local law enforcement official; and (g) immediately report to the Company and Harris any loss, theft, disappearance or known or suspected unauthorized use of any Card or PIN.

B. Services Offered

1. Automated Teller Machine ("ATM") Transactions. If you obtain a Card from us, you may use your Card to withdraw cash, transfer funds, or perform a balance inquiry on your designated Checking Account or your Savings Account (including Harris Money Market Savings) through participating networks.

Harris participates in the following ATM networks for PIN transactions: NYCE^{®1}, Maestro^{®2}, Cirrus^{®2}, MasterCard^{®2}, PLUS^{®3}, and PRESTO!⁴ (located in Publix Supermarkets in Florida). In addition, your Card may be used at Harris and Harris-branded ATMs and Bank of Montreal (BMO) –branded ATMs with no Harris charge.

You may make deposits at Harris ATMs which accept deposits. Deposits may not be made at Non-Harris ATMs.

Transactions made after 6:00 p.m., Central Time (C.T.), on any Business Day or on a non-Business Day may not be processed by us until the following Business Day.

2. Point-of-Sale (POS) Transactions. You may use your Card at participating merchant locations to pay for purchases with funds in your designated Checking Account, subject to applicable transaction limits.

Harris participates in the following POS networks for PIN and non-PIN transactions: MasterCard®, Maestro®, Cirrus®, NYCE®, and PLUS®.

Purchases attempted with your Card against Savings Accounts are prohibited and will be declined. The amount of your purchase will be deducted directly from your designated account, and you cannot stop payment on any purchase made with your Card. Use of the Card for a purchase is regarded as a withdrawal from your account at the time the Card is used, even if the transaction is not posted immediately to your account.

3. Cash Advances at Participating Financial Institutions. If you have our Card bearing the MasterCard® logo, you can obtain cash advances at any financial institution participating in the MasterCard® system, and at a limited number of merchants that are permitted to perform cash advances. These cash advances are withdrawals from your designated Checking Account and are covered by the same daily limit that applies to ATM withdrawals.

C. Limitations on Services

Some of these services may not be available at all ATM or POS terminals. We reserve the right to restrict or to revoke use of the Cards for one or more types of transactions. We also reserve the right to suspend or not reissue any Card which is not used for twelve (12) successive months. The Card and PIN shall remain our property, may be canceled at any time without notice, and must be surrendered or destroyed upon request. We may terminate some or all of these Card services at any time. At our discretion, we may not authorize subsequent Card transactions or pay items drawn on your checking account(s) due to outstanding Card transactions which have not been posted to your account(s). We may allow, at our discretion, withdrawal transactions which exceed your available account balance or available line of credit. If there is a negative balance in your account, you agree to pay the overdraft and any overdraft charges. We may restrict the number of Cards we issue for any account. Eligibility for the Cards may be limited.

D. Limitation on Frequency or Dollar Amounts of Transactions

We reserve the right to limit the amount and/or frequency of Card transactions, and we may change those limits and impose other limits or restrictions on use of the Card. Use of the Card is subject to the following daily limits unless the Company has been advised in writing by the Bank that different limits are applicable to the account(s) or Card(s):

Card Type	Cash Withdrawals (including cash advances)	Purchases
Debit MasterCard®	\$500	\$5,000
Banking Card	\$500	\$1,000
Banking Card for Deposits	\$0	\$0

Daily withdrawals and purchase limits refresh as of 12:00 a.m. (midnight) C.T. We are not required to honor a withdrawal from your account if you have insufficient available funds to cover the withdrawal. For security reasons, there may be limits on the number of withdrawals or other Card transactions which can be made using your Card at ATM and merchant locations.

E. Special Provisions Regarding Deposits

The following types of checks should not be deposited at an ATM (consult your Harris banker concerning proper handling): (i) Checks which raise any question regarding endorsements, such as missing or second endorsements, restrictive or conditional endorsements, (ii) checks drawn on a bank outside the U.S., or payable in a foreign currency and (iii) checks which are postdated, stale-dated, or have any missing or altered information. Each deposit shall be contained in an envelope approved for use in an ATM and shall include no more than six items endorsed for deposit, and shall not exceed \$99,999.99. Two or more separate deposits may be made at an ATM to accommodate more items or a larger dollar amount. All deposits made through an ATM are subject to actual receipt and verification as to amount. You agree that the records of Harris reflecting transactions initiated through the use of the Card shall be presumed correct. Deposits are subject to our Funds Availability Policy for Deposit Accounts.

F. Service Fees

Cards and Card transactions are subject to service fees. Harris' service fees currently in effect are disclosed in the *Services Guide*. When you use an ATM not owned or operated by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). Harris' service fees are subject to change at any time. You authorize us to deduct any service fees directly from your account(s).

G. Documentation of Transactions

A Cardholder will get a receipt each time a Card is used to make a transaction at an ATM or POS terminal (except for balance inquiries at some terminals), unless the terminal is not working properly or the Cardholder elects not to receive a receipt. The Cardholder will also get a receipt each time a Card is used to obtain a cash advance at a financial institution participating in the MasterCard® system.

H. Foreign Transactions

For an ATM or POS transaction at a non-U.S. location in a currency other than U.S. dollars, the governing ATM or POS network will convert the local currency transaction amount into a U.S. dollar amount using its then current currency conversion procedures. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is, in most cases, either (i) a government-mandated rate or (ii) the wholesale rate in effect in accordance with their procedures, increased by three (3) percent. The currency conversion rate in effect on the conversion date may differ from the rate in effect on the transaction date.

I. Company Liability; Representations

You authorize us without further inquiry to credit or charge your account(s) for all deposits, withdrawals, purchases and transfers, if applicable, initiated through use of any of your Cards, and you agree that the Company shall be liable for all Card transactions initiated with a correct PIN or a signature which reasonably resembles the signature of the Cardholder appearing on the Card. You also authorize us to charge your account(s) for the amount of any check or other instrument for which cash or credit is given in any Card transaction if that item is dishonored, charged back or otherwise returned to us unpaid. Each time a Card is used for a POS or cash advance transaction, the amount of the transfer is considered a withdrawal from your account, even if the transaction is not posted immediately to your account. The Company represents and warrants that (i) this Agreement has been authorized by all necessary corporate and governmental action and does not violate the Company's charter or bylaws (or corresponding

documents if the Company is not a corporation), (ii) the individuals designated by the Company from time to time to select Cardholders and related Company deposit accounts have been properly authorized, and (iii) the individuals designated as Cardholders by the Company are properly authorized to use all of the services and engage in all of the types of transactions which are available for the type or types of Cards requested by the Company's authorized representatives.

J. Unauthorized Transactions, Errors, and Questions

Call us at 1-888-340-2265, option 3 or write to us at Harris, P.O. Box 94019, Palatine, IL 60094-4019, as soon as you can (i) for errors involving Card transactions, or (ii) if you believe any of your Cards or PINs has been lost or stolen, or (iii) if you think your statement or receipt is wrong, or (iv) if you need more information about a transaction reported on a statement or receipt. In case of errors or questionable Card transactions, we must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. This is the information we will need in order to help resolve the problem:

1. Tell us the Company and Cardholder names, account number, and Card number.
2. Describe the error or the transaction and the date of the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. If you tell us orally, we require that you also send us your complaint or question in writing within ten (10) Business Days.

If you are claiming that a Card transaction was unauthorized, you agree to cooperate with us in our investigation and give us a copy of any police report and an affidavit covering all reasonably related facts and circumstances.

K. Bank Liability

Our liability to you or any user of a Card for any loss or damage arising from or related to any Card transaction, regardless of the form of the action, shall be limited to direct losses caused by our gross negligence or willful misconduct. In no event shall we be liable for indirect, special, punitive, or consequential damages, or for any damages caused by any failure or delay in carrying out any of our obligations under this Agreement if such failure or delay results from our acting in accordance with Applicable Laws, regulations or rules or from acts of God, strike or stoppage of labor, power failure, equipment failure, adverse weather conditions or any other cause beyond our control. We shall have no responsibility and shall incur no liability for any act or failure to act by any merchant, other financial institution or any other third party.

L. Amendments

We may amend this Agreement at any time upon written notice to the Company. If the change will be adverse to the Company, we will give 15 days prior written notice of the change. Amendments shall be effective unless, before the effective date of the amendment, you return all of the Cards to us, together with written notice that you do not accept the amendment.

M. Termination; Governing Law

Either Harris or the Company may terminate this Agreement and revoke the Cards at any time, and for Cards canceled or terminated other than for inactive or dormant status, we will give written notice of termination. Such notice by Harris shall be effective when sent or otherwise delivered to the Company; and such notice by the Company shall be effective when received by Harris (at the address shown in

Section VII-J above) and we have had sufficient time to act upon such notice. No such termination shall affect any liability of the Company to Harris with respect to transactions initiated through the use of the Cards prior to the effective date of termination, or transactions accepted by Harris in good faith after the effective date of termination. Upon any termination, the Cards shall be returned to Harris. This Agreement shall be governed to the greatest extent allowed by law by applicable federal laws and regulations and the laws of the State of Illinois. To the extent not allowed by applicable federal and Illinois law, the law of the State where your account is maintained will govern. These laws and regulations constitute the "Applicable Law" of this Agreement. The invalidity of any provision of this Agreement shall not affect other provisions. This Agreement shall be binding on your legal representatives, successors and assigns.

SUBSTITUTE CHECKS AND YOUR RIGHTS AS A CONSUMER

Important Information about Your Personal Checking Account

What Is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) Business Days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we receive your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim For a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Harris
Attn: NSDD Chicagoland Banking
P.O. Box 5731
Carol Stream, IL 60197
1-888-340-2265

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute

check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. If you submit your claim orally, we will require you to submit the claim in writing within ten (10) Business Days.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

FUNDS AVAILABILITY POLICY FOR DEPOSIT ACCOUNTS

Our general policy for Checking Accounts (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) is to make the funds from your cash, wire transfers and electronic direct deposits available to you on the Business Day we receive the deposit, and to make check deposits available to you on the first Business Day or second Business Day after we receive your deposit. The length of delay varies depending on the type and method of deposit, and is explained below. Once the funds are available, you can withdraw them in cash and we will use them to pay checks you have written.

Determining Availability

For determining availability of your deposits, every day is a Business Day except Saturdays, Sundays, and federal holidays. If you make a deposit at a Harris branch after 5:00 p.m. Central Time (C.T.) in Illinois, after 2:30 p.m. Eastern Time (E.T.) in Indiana*, after 2:00 p.m. C.T. in Wisconsin*, or on a day which is not one of our Business Days, it will be considered deposited to your account as of the next Business Day.

**The close of the Business Day may vary by location. Check your local branch for exact times.*

Same Day Availability

Funds for the following types of deposits will be available for use on the Business Day we receive the deposit:

- Cash
- Federal Reserve Bank wire transfers
- Preauthorized electronic credits
- Checks drawn on any Harris bank in Illinois, Indiana or Wisconsin and deposited into Personal Accounts

Next Day Availability

Funds from the following deposits are available on the next Business Day after the day of deposit:

- U.S. Treasury checks made payable to you
- Checks drawn on any Harris bank in Illinois, Indiana or Wisconsin and deposited into Business Accounts
- The first \$100 of nonlocal checks from today's total deposit

If you make a deposit in person through one of our employees, funds from the following deposits are also available on the next Business Day after the day of your deposit, *provided* such checks are made payable to you:

- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders
- State of Illinois, Indiana, or Wisconsin and local government checks by a governmental unit located within the State of Illinois, Indiana, or Wisconsin *provided* you use a special deposit slip available from a Harris teller on request
- Cashier's, certified and teller's checks *provided* you use a special deposit slip available from a Harris teller on request

If you do not make your deposit in person through one of our employees, funds from these deposits will be available no later than the second Business Day after the day of your deposit.

Other Check Deposits

Funds from all other check deposits will be available depending on whether the check is a local or nonlocal check. To identify checks as local

or nonlocal, look at the first four digits of the nine-digit bank routing number normally located on the lower left-hand side of the check. Once you have determined the first four digits of the routing number, the chart below will tell you when the funds from the check will be available.

First Four Digits from the Bank Routing Number	When Funds Are Available	When Funds Are Available if a Deposit Is Made on Monday
Local checks (see list below)	On the next Business Day after the day of your deposit	Tuesday
All other numbers (nonlocal)	\$100 on the first Business Day after the day of your deposit	Tuesday
	Remaining funds no later than the second Business Day after the day of your deposit	No later than Wednesday

For deposits at Illinois, Northwest Indiana and Wisconsin Branches

Local checks include the following numbers: 0710, 0711, 0712, 0719, 0750, 0759, 2710, 2711, 2712, 2719, 2750, 2759

For deposits at Indiana Branches (excluding Northwest Indiana)

Local checks include the following numbers: 0420, 0421, 0422, 0423, 0442, 0515, 0519, 0740, 0749, 0813, 0830, 0839, 0863, 2420, 2421, 2422, 2423, 2442, 2515, 2519, 2740, 2749, 2813, 2830, 2839, 2863

Deposits Made at Automated Teller Machines

Automated Teller Machine (ATM) deposits, at Harris ATMs which accept deposits, that are made after 6:00 p.m. C.T. (7:00 p.m. E.T.), or on a day which is not one of our Business Days, will be considered deposited to your account as of the next Business Day. Deposits made through a Harris ATM will be available for withdrawal the first Business Day after the day of your deposit. ATM transfers are always available immediately. Harris-owned or operated ATMs are easily identified by the stylized Harris Lion Logo (see sample on the cover of the *Handbook*).

Longer Delays May Apply to Some Checking Account Deposits

In some cases, we will not make all of the funds that you deposit by check available to you on the first or second Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth Business Day after the day of your deposit. The first \$100 of your deposits, however, will be available on the first Business Day. If we are not going to make all of the funds from your deposit available on the first or second Business Day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly through one of our employees, or if we decide to take this action after you leave the premises, we will send you the notice no later than the day after we receive your deposit. If you need the funds from a deposit immediately, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances: if we believe a check you

deposit will not be paid; if you deposit checks totaling more than \$5,000 on any one day; if you redeposit a check that was returned unpaid; if you have overdrawn your account repeatedly in the last six months; or if there is an emergency such as failure of communications or computer equipment, or severe weather.

We will attempt to notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. Funds will generally be available no later than the eleventh Business Day after the day of your deposit.

Special Rules for New Checking Accounts

If you are a new Checking Account customer (including Harris Interest Checking Account, and Harris Money Market and Sweep Checking Account), the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits (such as direct deposits of payroll or Social Security benefits) to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. The excess over \$5,000 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person through one of our employees, the first \$5,000 will not be available until the second Business Day after the day of your deposit. Funds from all other check deposits may not be available until the ninth Business Day after the day of your deposit.

Cashing Checks

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds in any of your deposit accounts with us. Those funds will be available at the time funds from the check we cashed would have been available had you deposited it.

Funds Availability for Savings Accounts (including Harris Money Market Savings Accounts)

Deposits to these accounts are generally available for withdrawal on the first or second Business Day after the day of your deposit. We reserve the right to further delay the ability to withdraw funds under special circumstances without notice to you.

If you have any questions regarding this policy, or about the availability of any deposit you make, please contact your Harris Banker or call us at 1-888-340-2265. For business accounts, you can contact our Business Banking Service Center at 1-888-489-2265.

For more details and information:

Call us at **1-888-340-BANK (2265)**

Representatives are available:

Monday – Friday from 7:00 a.m. to 10:00 p.m. C.T.

Saturday from 8:00 a.m. to 5:00 p.m. C.T.

Special assistance is available for businesses at:

Business Banking Service Center

1-888-489-BANK (2265)

Representatives are available:

Monday – Friday from 7:00 a.m. to 5:30 p.m. C.T.

All other times, voicemail is available.

Or visit us online at **harrisbank.com**

¹ NYCE® is the registered trademark of NYCE Corporation, a Metavante Company.

² MasterCard®, Maestro®, and Cirrus® are registered trademarks of MasterCard International.

³ PLUS® is a registered trademark of Plus Systems, Inc.

⁴ PRESTO!® is a registered trademark of Publix Supermarkets

Harris® is a trade name used by Harris N.A. and its affiliates.
Member FDIC



© 2001–2008 Harris N.A.
September 2008
35470



CHANGE IN TERMS

THE HARRIS HANDBOOK FOR PERSONAL AND BUSINESS DEPOSIT ACCOUNTS DATED SEPTEMBER 6, 2008 IS REVISED AS DESCRIBED BELOW.

Effective November 12, 2008 until June 30, 2010, the Federal Deposit Insurance Corporation ("FDIC") is providing **full deposit insurance coverage for the entire balance** in noninterest-bearing transaction accounts for banks that participate in the FDIC's Transaction Account Guarantee Program. Harris® is participating in the program. The FDIC defines a "noninterest-bearing transaction account" as a transaction account in which the insured depository institutions pays no interest and does not reserve the right to require advance notice of intended withdrawals.

Additionally, on November 21, 2008, the FDIC expanded its definition of noninterest-bearing transaction accounts to include NOW accounts with low interest rates (0.5% or less) as well as Interest on Lawyers Trust Accounts (IOLTAs).

In order for Harris customers to receive the full benefit of this temporary increase in FDIC insurance coverage, the following changes have been made to the *Harris Handbook for Personal and Business Deposit Accounts* ("Handbook").

The following changes to the Handbook were effective on November 12, 2008:

1. The title of the third paragraph in Section II.A. is amended by deleting "Harris Checking" and "Harris Money Market Checking." The paragraph is amended by adding the word "these" before "Checking Accounts" in the last sentence.
2. The paragraph in Section III.A. titled Withdrawals is amended by deleting the final sentence from the paragraph.

The following change to the Handbook was effective on February 1, 2009:

A new Section IV.W. titled Cash Withdrawals is being added as follows:

W. Cash Withdrawals. If you request to withdraw large amounts in cash, we may place reasonable restrictions on the time and place of your withdrawal based on our security and operational considerations.

As of July 2, 2009, regulatory restrictions on money market deposit accounts have changed.

The following change to the Handbook was effective on July 2, 2009:

Part II-A, Money Market Checking Accounts, first 3 sentences; Part III-A, Withdrawals, first 2 sentences; Part VI-B, 5th and 6th sentences are replaced with: By federal regulation, withdrawals or transfers from Money Market Deposit and Savings accounts are unlimited when made in person at Harris; at an ATM; by messenger; or by a request by mail or speaking to a telephone representative to have a check payable and mailed to you. Transfers to repay loans at Harris are also unlimited. All other withdrawals or transfers, including those made by check, POS

transactions, ACH, wire, automated telephone banking, and online banking are limited to a combined total of six (6) per month or monthly statement period or cycle.

As of December 1, 2009, the Unlawful Internet Gambling Enforcement Act (UIGEA) becomes effective. Under this regulation, checks, electronic funds transfers, drafts, or credit transactions that fund illegal Internet gambling will not be allowed. If any Harris business customer uses their account to participate in any unlawful Internet gambling transactions, their account is subject to closure. If you have questions or would like further information about UIGEA as it relates to your account, please contact your Harris banker or the Harris Business Banking Service Center at 1-888-489-2265. You'll also find more information at <http://www.federalreserve.gov/bankinfo/reg/relisting.htm>.

The following change to the *Handbook* is effective December 1, 2009:

The following section is added to Part V Special Provisions Applicable to Business Accounts of the *Handbook*:

G. Unlawful Internet Gambling

Under the Unlawful Internet Gambling Enforcement Act, checks, electronic funds transfers, drafts, or credit transactions that fund illegal Internet gambling are prohibited. You agree that you will not use your account to participate in any unlawful Internet gambling transactions; otherwise, your account will be subject to closure.

On February 27, 2010, Harris N.A. changed its Funds Availability Policy for checks deposited into deposit accounts. This change coincides with the consolidation of the check processing regions by the Federal Reserve Banks, which resulted in the elimination of nonlocal checks. At Harris checks previously referred to as "nonlocal", and made available for use on the second Business Day following deposit, are now available on the first Business Day following deposit. While we still may delay availability of certain deposited checks as per the "Longer Delays May Apply" section, the elimination of nonlocal checks requires that delayed funds be made available no later than the second Business Day or, in some cases, the seventh Business Day following deposit.

The following change to the *Handbook* is effective February 27, 2010:

The current **FUNDS AVAILABILITY POLICY FOR DEPOSIT ACCOUNTS** section of the *HANDBOOK* is deleted in its entirety and replaced with the following:

FUNDS AVAILABILITY POLICY FOR DEPOSIT ACCOUNTS

Our general policy for Checking Accounts (including Harris Interest Checking Accounts, and Harris Money Market and Sweep Checking Accounts) is to make funds from wire transfers, electronic direct deposits, and cash deposits made with a Harris banker available to you on the Business Day we receive the deposit. Funds from check and Automated Teller Machine (ATM) deposits will be made available to you on the first Business Day after we receive your deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks you have written.

When Your Deposit Is Received

If you make a deposit on a Business Day before our cutoff times at a Harris N.A. branch, The Harris Bank N.A. branch, or Harris ATM, we will consider that Business Day to be the day we received your deposit. If you make a deposit after the cut-off time, or on a day that is not a

Business Day, we will consider the deposit to have been received by us on the next Business Day.

Determining Availability

For determining availability of your deposits, every day is a Business Day except Saturdays, Sundays, and federal holidays.

Cut-off times for branch deposits vary by location. The earliest cut-off time at Harris N.A. branches in Illinois is 5:00 p.m. Central Time (C.T.); in Indiana is 2:30 p.m. Eastern Time (E.T.); and in Wisconsin is 3:30 p.m. C.T. The earliest cut-off time at The Harris Bank N.A. branches in Arizona is 5:00 p.m. C.T.; and in Florida is 2:00 p.m. E.T. Check your local branch for exact cut-off times.

Deposits may be made at select Harris ATMs. The cut-off time for ATM deposits is 6:00 p.m. C.T. (7:00 p.m. E.T.) Harris ATMs are easily identified by the stylized Harris Lion Logo (see sample on the cover of the Handbook).

Same Day Availability

Funds from the following deposit types will be available for use on the Business Day we receive the deposit:

- Cash
- Federal Reserve Bank wire transfers
- Preauthorized electronic credits
- Checks drawn on Harris N.A. or The Harris Bank N.A. deposited into Personal Accounts

Next Day Availability

Funds from the following deposit types will be available for use on first Business Day after we receive the deposit:

- All other checks
- ATM deposits

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first Business Day after we receive your deposit. These funds will be available on the second Business Day after we receive your deposit; however, the first \$100 of your deposit will still be available on the first Business Day. If we are going to delay availability, we will notify you at the time you make your deposit and will tell you when the funds will be available. If your deposit is not made directly through one of our employees, or if we decide to take this action after you leave the premises, we will send you the notice no later than the day after we receive your deposit. If you need the funds from a deposit immediately, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances: if we believe a check you deposit will not be paid; if you deposit checks totaling more than \$5,000 on any one day; if you redeposit a check that was returned unpaid; if you have overdrawn your account repeatedly in the last six months; or if there is an emergency such as failure of communications or computer equipment, or severe weather.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. Funds will generally be available no later than the seventh Business Day after we receive your deposit.

Special Rules for New Checking Accounts

If you are a new Checking Account customer (including Harris Interest Checking Account, and Harris Money Market and Sweep Checking Account), the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits (such as direct deposits of payroll or Social Security benefits) to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. The excess over \$5,000 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person through one of our employees, the first \$5,000 will not be available until the second Business Day after the day of your deposit. Funds from all other check deposits may not be available until the ninth Business Day after the day of your deposit.

Cashing Checks

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds in any of your deposit accounts with us. Those funds will be available at the time funds from the check we cashed would have been available had you deposited it.

Funds Availability for Savings Accounts (including Harris Money Market Savings Accounts)

Deposits to these accounts are generally available for withdrawal on the first or second Business Day after the day of your deposit. We reserve the right to further delay the ability to withdraw funds under special circumstances without notice to you.

If you have any questions regarding this policy, or about the availability of any deposit you make, please contact your Harris Banker or call us at 1-888-340-2265. For business accounts, you can contact our Business Banking Service Center at 1-888-489-2265.

ALL OTHER TERMS OF THE *HANDBOOK* REMAIN UNCHANGED.

THE *YOUR GUIDE TO DEPOSIT SERVICES AT HARRIS*, DATED MAY 31, 2009, SECTION TITLED "TRANSACTION LIMITATIONS", SECOND AND THIRD SENTENCE (PAGE 14), AND THE *HARRIS BUSINESS BANKING SERVICE FEE SCHEDULE*, DATED August 1, 2009, SECTION TITLED "TRANSACTION LIMITS ON SAVINGS AND MONEY MARKET ACCOUNTS", SECOND AND THIRD SENTENCE (NO PAGE NUMBER) ARE REVISED AS DESCRIBED BELOW.

As of July 2, 2009, regulatory restrictions on money market deposit accounts have changed.

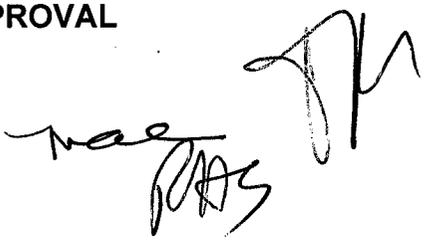
The following change was effective July 2, 2009:

By federal regulation, withdrawals or transfers from Money Market Deposit and Savings accounts are unlimited when made in person at Harris; at an ATM; by messenger; or by a request by mail or speaking to a telephone representative to have a check payable and mailed to you. Transfers to repay loans at Harris are also unlimited. All other withdrawals or transfers, including those made by check, POS transactions, ACH, wire, automated telephone banking, and online banking are limited to a combined total of six (6) per month or monthly statement period or cycle.

Harris® is a trade name used by Harris N.A., The Harris Bank N.A. and their affiliates. Member FDIC

DATE: April 8, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT Finance
ITEM An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011 Ordinance No. O-5-10	APPROVAL 
<p>Ordinance No. O-5-10 would approve and adopt the Annual Management Budget for the Fiscal Year Commencing May 1, 2010, and Ending April 30, 2011.</p>	
MOTION: To approve Ordinance No. O-5-10.	

DuPAGE WATER COMMISSION

ORDINANCE NO. O-5-10

AN ORDINANCE APPROVING AND ADOPTING
AN ANNUAL MANAGEMENT BUDGET
FOR THE FISCAL YEAR COMMENCING
MAY 1, 2010 AND ENDING APRIL 30, 2011

WHEREAS, the General Manager and Administrative Staff of the DuPage Water Commission (the "Commission") prepared and submitted a tentative annual Management Budget for the fiscal year commencing May 1, 2010 and ending April 30, 2011, as and when required by Article X, Section 2 of the Commission's By-Laws, as amended from time to time; and

WHEREAS, due notice having been given, a hearing was held on the tentative annual Management Budget prior to any final action being taken thereon, at which time the Charter Customers were heard; and

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary and desirable for the Commission to approve and adopt the budget set forth in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof as and for its Management Budget for the fiscal year commencing May 1, 2010 and ending April 30, 2011; and

WHEREAS, it appearing to the Commission that all things required for the approval and adoption of said Management Budget have been complied with;

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

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

SECTION TWO: The Budget attached hereto as Exhibit 1 and by this reference incorporated herein and made a part hereof shall be and hereby is approved and adopted as and for the Management Budget of the DuPage Water Commission for the fiscal year commencing May 1, 2010 and ending April 30, 2011.

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2010.

Chairman

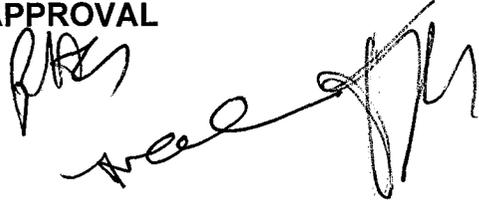
ATTEST:

Clerk

EXHIBIT 1

TO BE PROVIDED

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT Finance
ITEM An Ordinance Establishing A Rate for Operation and Maintenance Costs for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011 Ordinance No. O-6-10	APPROVAL 
<p>Account No. 01-5110</p> <p>Ordinance No. O-6-10 would establish a rate of \$1.84 per 1,000 gallons of water for Operation and Maintenance Costs for the period of May 1, 2010 through April 30, 2011 in accordance with the Annual Management Budget that appears on the agenda as Ordinance No. O-5-10.</p>	
MOTION: To approve Ordinance No. O-6-10.	

DuPAGE WATER COMMISSION

ORDINANCE NO. O-6-10

AN ORDINANCE ESTABLISHING A RATE FOR
OPERATION AND MAINTENANCE COSTS
FOR THE FISCAL YEAR COMMENCING
MAY 1, 2010 AND ENDING APRIL 30, 2011

WHEREAS, pursuant to Section 11-135-5 of the Illinois Municipal Code, 65 ILCS 5/11-135-5, the Commission is required to establish, by ordinance, rates and charges for water which are sufficient at all times to pay, among other things, Operation and Maintenance Costs; and

WHEREAS, pursuant to that certain Water Purchase and Sale Contract dated as of June 11, 1986, by and between the Commission and its Charter Customers (the "Charter Customer Contract"), Operation and Maintenance Costs payable by the Charter Customers in each Fiscal Year are determined and assessed by the Commission on a price per 1,000 gallon basis established in accordance with the provisions of Subsection 7(l) of the Charter Customer Contract; and

WHEREAS, the Commission prepared and submitted to the Charter Customers a tentative budget for the Fiscal Year commencing May 1, 2010, and ending April 30, 2011 (the "Covered Fiscal Year"), as required by said Subsection 7(l) (the "Tentative Budget"); and

WHEREAS, the Tentative Budget contained an estimate of Operation and Maintenance Costs for the Covered Fiscal Year in a stated price of \$1.84 per 1,000 gallons of water delivered; and

WHEREAS, due notice having been given, a hearing was held on the Tentative Budget at which time the Charter Customers were heard; and

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary, and sufficient for the Commission to approve and adopt the stated price of \$1.84 per 1,000 gallons of water delivered as and for the rate to be charged to all Contract Customers for Operation and Maintenance Costs in the Covered Fiscal Year;

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

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

SECTION TWO: Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Charter Customer Contract.

SECTION THREE: A rate of \$1.84 per 1,000 gallons of water delivered shall be and it hereby is established for Operation and Maintenance Costs for the Covered Fiscal Year. The rate for Operation and Maintenance Costs established pursuant to this Ordinance for the Covered Fiscal Year shall apply equally to Charter Customers and Subsequent Customers and shall be in addition to, and not in lieu of or as a credit against, any and all other costs, fees, or charges imposed by the Charter Customer Contract or any Subsequent Contract.

SECTION FOUR: Notwithstanding any other provision of this Ordinance, at any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water

Ordinance No. O-6-10

bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period.

SECTION FIVE: The rate for Operation and Maintenance Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be subject to change by amendatory ordinance approved in the same manner as this Ordinance and in accordance with the notice and hearing requirements of Subsection 7(l) of the Charter Customer Contract.

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors; provided, however, that Sections Three and Four of this Ordinance shall be of no force or effect until May 1, 2010.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2010.

Chairman

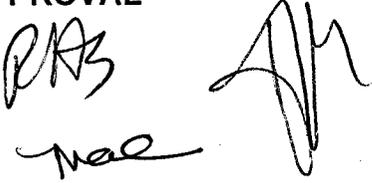
ATTEST:

Clerk

Board/Ordinances/O-6-10.docx

DATE: April 8, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Finance
ITEM	An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011 Ordinance No. O-7-10	APPROVAL 	
Account No. 01-5120			
Ordinance No. O-7-10 would establish a rate for Fixed Costs for FY 2010/2011 approximating an average Charter Customer rate of \$X.XX per 1,000 gallons in accordance with the Annual Management Budget that appears on the agenda as Ordinance No. O-5-10.			
MOTION: To approve Ordinance No. O-7-10.			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-7-10

AN ORDINANCE ESTABLISHING FIXED COSTS TO
BE PAYABLE BY EACH CONTRACT CUSTOMER
FOR THE FISCAL YEAR COMMENCING
MAY 1, 2010 AND ENDING APRIL 30, 2011

WHEREAS, pursuant to Section 11-135-5 of the Illinois Municipal Code, 65 ILCS 5/11-135-5, the Commission is required to establish, by ordinance, rates and charges for water which are sufficient at all times to pay, among other things, Fixed Costs; and

WHEREAS, pursuant to that certain Water Purchase and Sale Contract dated as of June 11, 1986, by and between the Commission and its Charter Customers (the "Charter Customer Contract"), Fixed Costs payable by the Charter Customers in each Fiscal Year are determined and assessed by the Commission proportionately in accordance with the provisions of Subsection 6(b) of the Charter Customer Contract; and

WHEREAS, the Commission prepared and submitted to the Charter Customers a tentative budget for the Fiscal Year commencing May 1, 2010, and ending April 30, 2011 (the "Covered Fiscal Year"), as required by Subsection 7(l) of the Charter Customer Contract (the "Tentative Budget"); and

WHEREAS, the Tentative Budget contained an estimate of Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year in a stated aggregate dollar amount of \$7,146,219.00, which amount is generally allocated among Contract Customers based upon each Contract Customer's proportionate share of such Fixed Costs that such Contract Customer's Full Water Requirements or Minimum Take or Pay Requirements, as applicable, bears to the sum of the Full Water Requirements or

Minimum Take or Pay Requirements, as applicable, of all Contract Customers for the period between January 1, 2008, and December 31, 2009; and

WHEREAS, the Tentative Budget contained an estimate of Fixed Costs to be funded by sales taxes, in the aggregate, for the Covered Fiscal Year in a stated aggregate dollar amount of \$7,146,219.00; and

WHEREAS, due notice having been given, a hearing was held on the Tentative Budget at which time the Charter Customers were heard; and

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary, and sufficient for the Commission to approve and adopt the stated aggregate dollar amount of ~~\$\$\$~~,~~XXX~~,~~XXX~~.~~XX~~ as and for the amount of Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year;

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

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

SECTION TWO: Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Charter Customer Contract.

SECTION THREE: The Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year shall be and they hereby are established in the aggregate dollar amount of ~~\$\$\$~~,~~XXX~~,~~XXX~~.~~XX~~, which amount is generally allocated among Contract Customers based upon each Contract Customer's proportionate share of such Fixed Costs that such Contract Customer's Full Water Requirements or Minimum

Take or Pay Requirements, as applicable, bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers for the period between January 1, 2008, and December 31, 2009. Each Contract Customer's proportionate share of Fixed Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be in addition to, and not in lieu of or as a credit against, any and all other costs, fees, or charges imposed by the Charter Customer or applicable Subsequent Contract.

SECTION FOUR: The Fixed Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be subject to change by amendatory ordinance approved in the same manner as this Ordinance.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors; provided, however, that Section Three of this Ordinance shall be of no force or effect until May 1, 2010.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2010.

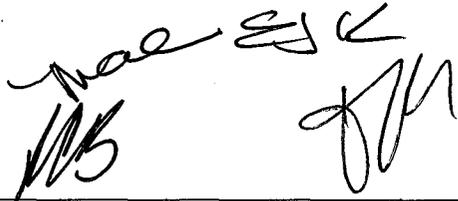
Chairman

ATTEST:

Clerk

Board/Ordinances/O-7-10.docx

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline Facilities Construction
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the April 15, 2010, DuPage Water Commission Meeting Resolution No. R-16-10	APPROVAL 	
<p>Account Nos: 01-60-6631.1 \$9,460.15 (Contract TS-7/09—Naperville cost) 01-60-6631 \$11,710.82 (Contract TS-7/09—Commission cost) 01-60-8201.01 \$71,636.68 (Contract PSC-4/08)</p>			
<p>Resolution No. R-16-10 would approve the following Change Orders:</p>			
<p>Change Order No. 1 to Contract TS-7/09 (30-inch Diameter Water Main Relocation—75th and Washington Streets)</p>			
<p>Change Order No. 1 would increase the Contract Price in the net amount of \$21,170.97 due to 1) Additional work required to test, remove, and dispose of petroleum contaminated soil (\$7,734.93); 2) Additional work required to construct and install an additional concrete thrust block as a means to provide pipe restraint due to the discovery of spotty corrosion on the interior of some pipe joints (\$1,175.22); 3) Additional work required to lower the blow off stack and operating stem of an existing blow-off valve that was in conflict with the widening of the 75th Street Bridge footing over the west branch of the DuPage River (\$11,710.82); and 4) Indeterminate Unit Price Item quantity adjustments representing final in place field measurements (net \$550.00). In addition, Change Order No. 1 would extend the Contract Completion Date by 14 calendar days, from February 26, 2010, to March 12, 2010, due to the additional work described in Item Nos. 1 and 2 above.</p>			
<p>With respect to the petroleum contaminated soil that was discovered during excavation and removal of the existing 30" diameter water main, soils of this nature are considered special waste and as such are subject to additional testing and disposal regulations. These regulations required the contractor to conduct soil tests to confirm the presence or absence of contaminants, and to dispose of soil found to be contaminated at a dump site specifically approved for special waste. Approval of this additional work would increase the Contract Price by \$7,734.93 and would compensate the contractor for the extra costs involved for contaminated soils testing and special waste hauling and disposal. This work has been performed.</p>			
<p>With respect to installation of the additional concrete thrust block, the contractor was directed to install the additional thrust block as a means to provide pipe restraint after a visual inspection of the existing pipe's west terminus connection point revealed spotty corrosion on the interior of some pipe joints. The pipe joints in question were to be restrained on the inside by a continuous fillet weld. With the discovery of the corrosion, the</p>			

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline Facilities Construction
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the April 15, 2010, DuPage Water Commission Meeting Resolution No. R-16-10	APPROVAL	

fitting at the west terminus of the project could not be welded on the interior to provide restraint at the joint. Therefore, a concrete thrust block was installed to provide restraint at the fitting. Approval of this additional work would increase the Contract Price by \$1,175.22 and would compensate the contractor for the extra costs involved for excavating, framing, pouring, and all other incidentals necessary to construct the additional concrete thrust block at the west end of the project as directed by the Commission. This work has been performed.

The contractor was also instructed to remove a frame and lid and lower the blow off stack and operating stem of an existing blow-off valve that was in conflict with the widening of the 75th Street Bridge footing over the west branch of the DuPage River. Approval of this additional work would increase the Contract Price by \$11,710.82 but is not subject to compensation from the City of Naperville per R-64-09 as this additional work was not necessitated by the construction of the pedestrian tunnel. This work has been performed.

Approval of this predominantly negotiated Change Order would increase the Contract Price by \$21,170.97, which is within the cost range estimated by the Engineer, but does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

Change Order No. 5 to Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station)

Change Order No. 5 would increase the Contract Price in the net amount of \$71,636.68 due to 1) Additional work required by the City of Chicago Department of the Environment (DOE) in order to receive an installation permit for the fuel oil Underground Storage Tanks (USTs) (\$29,952.00); and 2) Additional work required to install an insulated roofing system on the Generator Building deck area within the penthouse curb structures (\$41,684.68).

After the Contract was signed and after City of Chicago Building Permit was issued, but prior to release of the DOE permit for UST construction, DOE required steel plates to be installed along the side of the fuel oil USTs adjacent to the north property line in lieu of the contractually specified plywood perimeter sheeting. This work has not been performed.

With respect to the insulated roofing system, the Contract design did not require the roof slab inside the penthouse units to be treated with an insulated roofing system. During

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline Facilities Construction
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the April 15, 2010, DuPage Water Commission Meeting Resolution No. R-16-10	APPROVAL	
<p>construction, it was identified that there existed the potential for water intrusion through the penthouse louvers via wind-driven moisture, as well as the potential for condensation within the penthouse units, that could cause long term problems with the roofing system as designed. As a result, the Commission requested that an insulated roofing system be installed on the Generator Building deck area within the penthouse curb structures. This work has not been performed.</p>			
<p>Approval of this negotiated Change Order would increase the Contract Price by \$71,636.68, which is within the cost range estimated by the Engineer, but does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price. The Completion Date would remain as October 21, 2010.</p>			
<p>In addition, approval of this negotiated Change Order would cause the previously increased \$19MM budget for the Commission's share of Lexington Pumping Station improvements to be exceeded by \$182,940.58, which increased budget already exceeded the \$15MM cap on the Commission's share provided for in the intergovernmental agreement with the City of Chicago.</p>			
<p>MOTION: To approve Resolution No. R-16-10.</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-16-10

**A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
APRIL 15, 2010, DuPAGE WATER COMMISSION MEETING**

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

SECTION ONE: The Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, 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 Contractors, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law; provided, however, that with respect to the approval and/or ratification of Change Order No. 5 to the Contract for the Construction of Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station (Contract PSC-4/08), such approval and/or ratification by the Board of Commissioners of the DuPage Water Commission is subject to the approval of the City of Chicago as required by the January 22, 2007, Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the Commission and the City of Chicago.

Resolution No. R-16-10

SECTION TWO: 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 _____, 2010.

Chairman

ATTEST:

Clerk

Board\Resolutions\R-16-10.doc

Exhibit 1

Resolution No. R-16-10

1. Change Order No. 1: Contract TS-7/09 (30-inch Diameter Water Main Relocation—75th and Washington Streets) in the net amount of \$21,170.97.
2. Change Order No. 5: Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station) in the net amount of \$71,636.68.

Total amount of the Change Order(s) is in the net amount of \$92,807.65.

DUPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: 30-Inch Diameter Water
Main Relocation
75th and Washington Streets

CHANGE ORDER NO. 1

LOCATION: Naperville, Illinois

CONTRACT NO. TS-7/09

CONTRACTOR: Benchmark Construction Co., Inc.

DATE: March 30, 2010

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Excavation, removal, hauling and disposal of petroleum contaminated soil as a special waste in accordance with all requirements of law. Includes testing, monitoring and final report to document proper disposal.
2. Installation of a concrete thrust block at the water main fitting at the west terminus of the project in accordance with a 2/26/10 project memo regarding construction of the additional thrust block.
3. Excavation and lowering of an existing blow-off stack and valve operating stem at the 75th Street Bridge over the West Branch of the DuPage River in accordance with the 2/24/10 bridge footing layout drawings.
4. Balancing of final indeterminate unit price items.

B. REASON FOR CHANGE:

1. Petroleum contaminated soil was discovered during the excavation and removal of the 30-inch diameter water main to be abandoned. The excavated material was tested and when found to be contaminated; it was disposed of at a special waste landfill.
2. The fitting at the west terminus of the project could not be welded on the interior to provide restraint at the joint. Therefore, a concrete thrust block was installed to provide restraint at the fitting.
3. The existing blow-off stack and valve operating stem were in conflict with the widening of the 75th Street Bridge footing at the West Branch of the DuPage River.
4. Close out of indeterminate items.

C. REVISION IN CONTRACT PRICE:

1. Negotiated Addition of \$7,734.93
2. Negotiated Addition of \$1,175.22

- 3. Negotiated Addition of \$11,710.82
- 4. Net Addition of \$550.00 (As noted below)

<u>Item</u>	<u>Description</u>	<u>Contract Quantity</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Quantity Adjustment</u>	<u>Final Quantity</u>	<u>Extension</u>
1	Remove and Dispose Unsuitable Material	10	CY	\$50.00	(10)	0	(\$500.00)
2	Granular Foundation Material, In Place	10	CY	\$50.00	(10)	0	(\$500.00)
3	Trench Backfill Material, In Place	10	CY	\$50.00	51	61	\$2,550.00
4	Remove and Dispose Rock	10	CY	\$100.00	(10)	0	(\$1000.00)
Net Addition							\$550.00

Total Net Addition of \$21,170.97

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 14 days, making the final Completion Date March 12, 2010.
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>438,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. <u>0</u> to <u>0</u>	\$	<u>0.00</u>
3.	Contract Price, not including this Change Order	\$	<u>438,000.00</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$	<u>21,170.97</u>
5.	Contract Price including this Change Order	\$	<u>459,170.97</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: AECOM Technical Services, Inc.

By: _____ ()
Signature of Authorized Representative Date

ACCEPTED: By my authorized signature below, being first duly sworn on oath, I certify on behalf of Contractor that this Change Order does not authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

CONTRACTOR: Benchmark Construction Co., Inc.

By: _____ ()
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ ()
Signature of Authorized Representative Date

DuPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: Electrical Generation Facilities
and Other Improvements at the
Lexington Pumping Station

CHANGE ORDER NO. 5

LOCATION: Chicago, Illinois

CONTRACT NO. PSC-4

CONTRACTOR: Joseph J. Henderson and Son, Inc.

DATE: April 8, 2010

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Install steel plates along the side of the fuel oil Underground Storage Tanks (USTs) adjacent to the north property line in accordance with City of Chicago Department of the Environment (DOE) permit for UST construction. Delete ¾-inch plywood sheeting around the entire perimeter of each fuel oil UST.
2. Install insulated roofing system on the Generator Building deck area within the penthouse curb structures in accordance with PSC-4 Project Correspondence No. 11, Revision 1.0.

B. REASON FOR CHANGE:

1. After the Contract was signed and after City of Chicago Building Permit was issued, but prior to release of the DOE permit for UST construction, DOE required the steel plates described above to be installed in lieu of the specified plywood perimeter sheeting.
2. Owner requested that an insulated roofing system be installed to avoid the potential for water intrusion through the penthouse louvers via wind-driven moisture, as well as the potential for condensation within the penthouse units, that could cause long term problems with the roofing system as designed.

C. REVISION IN CONTRACT PRICE:

1. \$29,952.00 (negotiated net increase)
2. \$41,684.68 (negotiated net increase)

Total Increase: \$71,638.68

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 0 Days, making the final Completion Date October 21, 2010.
2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the Required Coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>17,209,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. <u>1</u> to <u>4</u>	\$	<u>303,493.78</u>
3.	Contract Price, not including this Change Order	\$	<u>17,512,493.78</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$	<u>71,636.68</u>
5.	Contract Price including this Change Order	\$	<u>17,584,130.46</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Greeley and Hansen LLC

By: _____ (_____) _____
Signature of Authorized Representative Date

ACCEPTED: By my authorized signature below, being first duly sworn on oath, I certify on behalf of Contractor that this Change Order does not authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

CONTRACTOR: Joseph J. Henderson and Son, Inc.

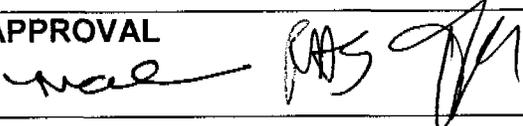
By: _____ (_____) _____
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ (_____) _____
Signature of Authorized Representative Date

DATE: April 8, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION New Business	ORIGINATING DEPARTMENT Finance
ITEM Directing Use of Contingency Funds for Water Fund Operations	APPROVAL 
Account Number: WF-1210	
<p>The March, 2010 financial statements report the O&M Account has a \$0.7 million accounting balance. Under the Revenue Bond Ordinance, its required accounting balance is \$6.5 million. During March, no funds were available for deposit to the O&M Reserve and Depreciation Accounts. The O&M Reserve and Depreciation Account balances are zero. The depository account of the Water fund has a \$7.2 million unrestricted deficit.</p> <p>Given the declining cash position and unrestricted accounting deficit outlined above, it will be necessary to use funds on deposit in the Contingency Reserve Fund established by Resolution No. R-1-10 to support water operations until an additional debt certificate is issued or higher cash receipts from new water rates begin to be collected in July 2010.</p>	
MOTION: To direct Commission staff to use funds on deposit in the Contingency Reserve Fund established by Resolution No. R-1-10 to support water operations until an additional debt certificate is issued or higher cash receipts from new water rates begin to be collected in July 2010.	



DuPage Water Commission

MEMORANDUM

TO: Terry McGhee, Acting General Manager
FROM: Rick Skiba, Consultant
DATE: April 8, 2010
SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the April 15, 2010 Commission meeting:

March A/P Report	\$5,095,409.45
Accrued and estimated payments required before May 13, 2010 Commission meeting	<u>671,262.99</u>
Total	<u>\$5,766,672.44</u>

Of the above amount, operating costs are \$5,153,570.72 and construction payments total \$613,101.72. Customer construction deposits are paying for \$283,719.02 of this amount. Construction payments to be funded from Depreciation Account balances or sales tax receipts are \$329,382.70.

cc: Chairman and Commissioners

Accounts Payable – 2010.04.15

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 05-13-10
Board Meeting Date: April 15, 2010**

50,000.00	Blue Cross Blue Shield Health Insurance
5,000.00	Euclid Managers Dental Insurance
10,000.00	Illinois Public Risk Fund Workers Compensation
200.00	Envision Health Care
200,000.00	Exelon Energy for Utility Charges
15,000.00	ComEd Utility Charges Meter Stations
25,000.00	City of Chicago DWC Portion of Lexington Labor
115,000.00	City of Chicago DWC Portion of Lexington Electric
60,000.00	City of Chicago DWC Portion of Lexington Repairs & Maint
2,000.00	City of Naperville Meter Station Electric Bills
15,000.00	Nicor GAS
100.00	Comcast Internet Service
2,000.00	AT & T Telephone Charges
250.00	Business Card Tollway Expenses
2,000.00	Nextel Cell Phone Charges
500.00	West
116,550.49	Jenner & Block (Feb & Mar 2010)
50,042.50	Crowe Horwath
1,574.00	Grainer
1,046.00	Anthony Roofing

671,262.99

04/07/2010

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 05-13-10
Board Meeting Date: April 15, 2010**

50,000.00	Blue Cross Blue Shield Health Insurance
5,000.00	Euclid Managers Dental Insurance
10,000.00	Illinois Public Risk Fund Workers Compensation
200.00	Envision Health Care
200,000.00	Exelon Energy for Utility Charges
15,000.00	ComEd Utility Charges Meter Stations
25,000.00	City of Chicago DWC Portion of Lexington Labor
115,000.00	City of Chicago DWC Portion of Lexington Electric
60,000.00	City of Chicago DWC Portion of Lexington Repairs & Maint
2,000.00	City of Naperville Meter Station Electric Bills
15,000.00	Nicor GAS
100.00	Comcast Internet Service
2,000.00	AT & T Telephone Charges
250.00	Business Card Tollway Expenses
2,000.00	Nextel Cell Phone Charges
500.00	West
116,550.49	Jenner & Block (Feb & Mar 2010)
50,042.50	Crowe Horwath
1,574.00	Grainer
1,046.00	Anthony Roofing

671,262.99

04/07/2010

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1294		ACCOUNTEMPS							
	INV	30765102	3/02/10	3/02/10		N	ACCOUNTEMPS;WK END 02/26/10	1,540.80	
	DISB		3/11/10				PO:	1,540.80	
						01	-60-6290 ACCOUNTEMPS;WK END 02/26/10		1,540.80
	INV	30802309	3/09/10	3/09/10		N	ACCOUNTEMPS: WK END 03/05/10	1,641.92	
	DISB		3/16/10				PO:	1,641.92	
						01	-60-6290 ACCOUNTEMPS: WK END 03/05/10		1,641.92
	INV	30838600	3/16/10	3/16/10		N	ACCOUNTEMPS;WK END 03/12/10	1,232.64	
	DISB		3/23/10				PO:	1,232.64	
						01	-60-6290 ACCOUNTEMPS;WK END 03/12/10		1,232.64
	INV	30874616	3/23/10	3/23/10		N	ACCOUNTEMPS;WK END 3/19/10	1,232.64	
	DISB		3/26/10				PO:	1,232.64	
						01	-60-6290 ACCOUNTEMPS;WK END 3/19/10		1,232.64
	INV	30911725	3/30/10	3/30/10		N	ACCOUNTEMPS;WK END 03/26/10	1,540.80	
	DISB		3/31/10				PO:	1,540.80	
						01	-60-6290 ACCOUNTEMPS;WK END 03/26/10		1,540.80
===== TOTALS: GROSS: 7,188.80 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 7,188.80 =====									
01-1169		ADT SECURITY SERVICES INC.							
	INV	20847391	3/06/10	4/01/10		N	FIRE ALARM SYSTEM:04/01-06/30	118.10	
	DISB		3/23/10				PO:	118.10	
						01	-60-6290 FIRE ALARM SYSTEM:04/01-06/30		118.10
===== TOTALS: GROSS: 118.10 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 118.10 =====									
01-1663		AECOM							
	INV	60043583-08	2/09/10	2/09/10		N	FACILITIES - 75TH & WASHINGTON	10,093.28	
	DISB		3/16/10				PO:	10,093.28	
						01	-60-6631.01 FACILITIES - 75TH & WASHINGTON		10,093.28
						01	-2616 FACILITIES - 75TH & WASHINGTON		10,093.28
						01	-5900 FACILITIES - 75TH & WASHINGTON		10,093.28CR
	INV	60043583-09	2/09/10	2/09/10		N	FACILITIES - 75TH & WASHINGTON	1,578.33	
	DISB		3/16/10				PO:	1,578.33	
						01	-60-6631.01 FACILITIES - 75TH & WASHINGTON		1,578.33
						01	-2616 FACILITIES - 75TH & WASHINGTON		1,578.33
						01	-5900 FACILITIES - 75TH & WASHINGTON		1,578.33CR
	INV	60092726-11	3/12/10	3/12/10		N	GLEN ELLYN HEIGHTS SVC AREA	13,292.35	
	DISB		3/31/10				PO:	13,292.35	

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1663 AECOM ** CONTINUED **

01	-60-7111.02	GLEN ELLYN HEIGHTS SVC AREA	6,646.17
01	-2612.01	GLEN ELLYN HEIGHTS SVC AREA	6,646.17
01	-5900	GLEN ELLYN HEIGHTS SVC AREA	6,646.17CR
01	-60-7111.04	GLEN ELLYN HEIGHTS SVC AREA	6,646.18
01	-2612.02	GLEN ELLYN HEIGHTS SVC AREA	6,646.18
01	-5900	GLEN ELLYN HEIGHTS SVC AREA	6,646.18CR

INV	60092727-11	3/12/10	3/12/10	N	GREENE ROAD SERVICE AREA	9,875.21
	DISB	3/31/10			PO:	9,875.21
01	-60-7112.02	GREENE ROAD SERVICE AREA	4,937.60			
01	-2612.03	GREENE ROAD SERVICE AREA	4,937.60			
01	-5900	GREENE ROAD SERVICE AREA	4,937.60CR			
01	-60-7112.04	GREENE ROAD SERVICE AREA	4,937.61			
01	-2612.04	GREENE ROAD SERVICE AREA	4,937.61			
01	-5900	GREENE ROAD SERVICE AREA	4,937.61CR			

INV	60104041-01	3/30/10	3/30/10	N	IAWC/WILL/BOLINGBROOK SVC AREA	4,567.36
	DISB	3/31/10			PO:	4,567.36
01	-2614	IAWC/WILL/BOLINGBROOK SVC AREA	4,567.36			

***** TOTALS: GROSS: 39,406.53 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 39,406.53 *****

01-1459 ALPHA BUILDING MAINTENANCE

INV	10362 DWC	4/01/10	5/01/10	N	JANITORIAL SVCS:APRIL 2010	1,484.00
	DISB	4/07/10			PO:	1,484.00
01	-60-6290	JANITORIAL SVCS:APRIL 2010	1,484.00			

INV	10363 DWC	4/01/10	5/01/10	N	JANITORIAL SUPPLIES:MARCH 2010	313.50
	DISB	4/07/10			PO:	313.50
01	-60-6290	JANITORIAL SUPPLIES:MARCH 2010	313.50			

INV	9993 DWC	12/01/09	12/31/09	N	JANITORIAL SVCS:12/01-12/31/09	1,484.00
	DISB	3/23/10			PO:	1,484.00
01	-60-6290	JANITORIAL SVCS:12/01-12/31/09	1,484.00			

INV	9998 DWC	12/01/09	12/31/09	N	JANITORIAL SUPPLIES:DEC 09	229.85
	DISB	3/23/10			PO:	229.85
01	-60-6290	JANITORIAL SUPPLIES:DEC 09	229.85			

***** TOTALS: GROSS: 3,511.35 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,511.35 *****

01-1516 ARAMARK REFRESHMENT SERVIC

INV	139267	3/19/10	3/19/10	N	COFFEE SUPPLIES	94.04
	DISB	3/24/10			PO: 12115	94.04
01	-60-6521	COFFEE SUPPLIES	94.04			

INV	525630	4/02/10	4/02/10	N	COFFEE SUPPLIES	188.23
-----	--------	---------	---------	---	-----------------	--------

OPEN ITEM REPORT

DETAIL

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

01-1516	ARAMARK	REFRESHMENT	SERVIC**	CONTINUED	**						
	DISB		4/07/10					PO: 12138		188.23	
								01 -60-6521	COFFEE SUPPLIES		188.23
***** TOTALS: GROSS: 282.27 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 282.27 *****											
01-1595	ARGUS-HAZCO										
	CM	04015228	3/19/10	3/19/10				N FLOW TESTING:CM FOR FREIGHT		43.01CR	
	DISB		3/26/10					PO: 12043		43.01CR	
								01 -60-6627	FLOW TESTING:CM FOR FREIGHT		43.01CR
	INV	04013657	2/16/10	3/18/10				N FLOW TESTING		713.86	
	DISB		3/11/10					PO: 12043		713.86	
								01 -60-6627	FLOW TESTING		713.86
	INV	04014175	2/26/10	3/28/10				N FLOW TESTING		333.90	
	DISB		3/26/10					PO: 12043		333.90	
								01 -60-6627	FLOW TESTING		333.90
***** TOTALS: GROSS: 1,004.75 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,004.75 *****											
01-1397	AT&T										
	INV	630834013903	3/22/10	3/22/10				N DPPS PHONE SVC:FEB 23- MAR 22		483.37	
	DISB		3/31/10					PO:		483.37	
								01 -60-6514.01	DPPS PHONE SVC:FEB 23- MAR 22		483.37
***** TOTALS: GROSS: 483.37 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 483.37 *****											
01-1393	AT&T	LONG DISTANCE									
	INV	201004082580	3/26/10	5/10/10				N DPPS PHONE SVC:JAN 14-FEB 13		146.85	
	DISB		4/08/10					PO:		146.85	
								01 -60-6514.01	DPPS PHONE SVC:JAN 14-FEB 13		146.85
***** TOTALS: GROSS: 146.85 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 146.85 *****											
01-1072	AVALON	PETROLEUM COMPANY									
	INV	540344	3/01/10	3/01/10				N GASOLINE		2,048.00	
	DISB		3/12/10					PO: 12032		2,048.00	
								01 -60-6642	GASOLINE		2,048.00
	INV	540570	3/18/10	3/18/10				N GASOLINE		2,256.00	
	DISB		3/31/10					PO: 12110		2,256.00	
								01 -60-6642	GASOLINE		2,256.00
***** TOTALS: GROSS: 4,304.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 4,304.00 *****											

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1437		BERKELEY AUTO SUPPLY INC.									
	INV	132408	3/24/10	4/23/10		N		MAINTENANCE SUPPLIES		115.30	
	DISB		3/31/10					PO: 12114		115.30	
						01	-60-6560	MAINTENANCE SUPPLIES			115.30
***** TOTALS: GROSS: 115.30 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 115.30 *****											
01-1692		BRIDGEPOINT TECHNOLOGIES									
	INV	14057	3/01/10	3/01/10		N		WEBSITE EMAIL SVS:MARCH 2010		50.00	
	DISB		3/31/10					PO: 11826		50.00	
						01	-60-6290	WEBSITE EMAIL SVS:MARCH 2010			50.00
	INV	14064	3/01/10	3/01/10		N		HOSTING SVC:MARCH 2010		75.00	
	DISB		3/31/10					PO: 11826		75.00	
						01	-60-6290	HOSTING SVC:MARCH 2010			75.00
	INV	14072	3/01/10	3/01/10		N		HOSTING SVC:FILE SHARE MAR 10		75.00	
	DISB		3/05/10					PO: 12006		75.00	
						01	-60-6290	HOSTING SVC:FILE SHARE:MAR 10			75.00
***** TOTALS: GROSS: 200.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 200.00 *****											
01-1728		BROACHING SOLUTIONS, INC									
	INV	1253	3/04/10	3/04/10		N		PUMPING SERVICES		882.00	
	DISB		3/31/10					PO: 12069		882.00	
						01	-60-6621	PUMPING SERVICES			882.00
***** TOTALS: GROSS: 882.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 882.00 *****											
01-1461		BUSINESS CARD									
	INV	201003242565	3/14/10	4/07/10		N		MARTIN: FEB 2010		156.14	
	DISB		3/24/10					PO:		156.14	
						01	-60-6131	I PASS REPLENISHMENT			125.00
						01	-60-6233	LATE FEE/FIN CHARGES			31.14
***** TOTALS: GROSS: 156.14 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 156.14 *****											
01-1023		CDW GOVERNMENT, INC.									
	INV	RXF0789	3/03/10	4/02/10		N		OFFICE SUPPLIES		29.61	
	DISB		3/11/10					PO: 12092		29.61	
						01	-60-6521	OFFICE SUPPLIES			29.61
	INV	RXL8108	3/04/10	4/03/10		N		OFFICE SUPPLIES		26.90	

OPEN ITEM REPORT

DETAIL

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

01-1023	CDW GOVERNMENT, INC.		** CONTINUED **								
	DISB		3/11/10					PO: 12092		26.90	
								01 -60-6521	OFFICE SUPPLIES		26.90
***** TOTALS: GROSS: 56.51 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 56.51 *****											
01-1134	CITY OF CHICAGO DEPARTMENT										
	INV	12/31-02/02/10	3/15/10	3/15/10				N LEXINGTON ELEC:12/31-2/2/10		104,872.74	
	DISB		3/23/10					PO:		104,872.74	
								01 -60-6611.02	LEXINGTON ELEC:12/31-2/2/10		104,872.74
***** TOTALS: GROSS: 104,872.74 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 104,872.74 *****											
01-1135	CITY OF CHICAGO SUPERINTEN										
	INV	201004022576	4/01/10	4/01/10				N WATER BILLING:MARCH 2010		3,866,009.00	
	DISB		3/31/10					PO:		3,866,009.00	
								01 -60-6611.01	WATER BILLING:MARCH 2010		4,295,565.00
								01 -1398	WATER BILLING:MARCH 2010		429,556.00CR
***** TOTALS: GROSS: 3,866,009.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,866,009.00 *****											
01-1091	CINTAS FIRST AID & SAFETY										
	INV	0343630964	3/26/10	3/26/10				N FIRST AID SUPPLIES		134.26	
	DISB		3/31/10					PO: 12000		134.26	
								01 -60-6627	FIRST AID SUPPLIES		134.26
***** TOTALS: GROSS: 134.26 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 134.26 *****											
01-1640	CLS GROUP, INC.										
	INV	13847 A	2/11/10	2/11/10				N DOCUMENT MGT SYSTEM-FINAL PAYT		3,444.00	
	DISB		3/23/10					PO:		3,444.00	
								01 -60-6280	DOCUMENT MGT SYSTEM-FINAL PAYT		3,444.00
***** TOTALS: GROSS: 3,444.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,444.00 *****											
01-1009	COMED										
	INV	201004072578	3/31/10	5/15/10				N METER STN ELECTRIC		57.48	
	DISB		3/31/10					PO:		57.48	
								01 -60-6612.02	METER STN ELECTRIC		57.48
	INV	201004072579	4/07/10	5/22/10				N METER STATION ELECTRIC		11,505.04	
	DISB		4/07/10					PO:		11,505.04	
								01 -60-6612.02	METER STATION ELECTRIC		11,505.04
***** TOTALS: GROSS: 11,562.52 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 11,562.52 *****											

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1716 CONCORD CONSTRUCTION SERVI

INV	PAYMENT # 4		3/26/10	3/26/10		N		GLEN ELLYN HTS MS/PAS 9A/9B		213,629.58	
DISB			3/31/10					PO:		213,629.58	
							01	-60-7111.01	GLEN ELLYN HTS MS/PAS 9A/9B		60,666.28
							01	-60-7112.01	GLEN ELLYN HTS MS/PAS 9A/9B		45,561.64
							01	-5900	GLEN ELLYN HTS MS/PAS 9A/9B		106,227.92CR
							01	-2612.01	GLEN ELLYN HTS MS/PAS 9A/9B		60,666.28
							01	-2612.02	GLEN ELLYN HTS MS/PAS 9A/9B		79,437.24
							01	-2612.03	GLEN ELLYN HTS MS/PAS 9A/9B		45,561.64
							01	-2612.04	GLEN ELLYN HTS MS/PAS 9A/9B		51,939.82
							01	-2520	GLEN ELLYN HTS MS/PAS 9A/9B		23,975.40CR

===== TOTALS: GROSS: 213,629.58 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 213,629.58 =====

01-1569 EDWARD COUGHLIN

INV	03/11/10		3/11/10	3/11/10		Y		SECURITY:03/11/2010		250.00	
DISB			3/23/10					PO:		250.00	
							01	-60-6591	SECURITY:03/11/2010		250.00

===== TOTALS: GROSS: 250.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 250.00 =====

01-1654 ELECSYS CORPORATION

INV	85823		2/28/10	2/28/10		N		DEFAULT CP GROUP MESSAGES		90.00	
DISB			3/16/10					PO:		90.00	
							01	-60-6514.02	DEFAULT CP GROUP MESSAGES		90.00

===== TOTALS: GROSS: 90.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 90.00 =====

01-1140 CITY OF ELMHURST

INV	30132		3/25/10	3/25/10		N		ANNUAL SPL SERVICE FEE		51,862.00	
DISB			3/31/10					PO:		51,862.00	
							01	-1550	ANNUAL SPL SERVICE FEE		51,862.00

===== TOTALS: GROSS: 51,862.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 51,862.00 =====

01-1567 ELMHURST FORD

INV	T 58601		4/05/10	4/05/10		N		VEHICLE REPAIR:M79697		569.08	
DISB			4/07/10					PO: 12124		569.08	
							01	-60-6641	VEHICLE REPAIR:M79697		569.08

===== TOTALS: GROSS: 569.08 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 569.08 =====

01-1097 ELMHURST PLAZA STANDARD IN

O P E N I T E M R E P O R T

D E T A I L

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

01-1097 ELMHURST PLAZA STANDARD IN** CONTINUED **

INV	11501		3/04/10	3/04/10		N		CAR WASH: M175659		7.00	
DISB			3/12/10					PO: 12066		7.00	
						01	-60-6641	CAR WASH: M175659			7.00
INV	33386		3/01/10	3/01/10		N		VEHICLE REPAIRS:M63637		215.40	
DISB			3/31/10					PO: 12096		215.40	
						01	-60-6641	VEHICLE REPAIRS:M63637			215.40

===== TOTALS: GROSS: 222.40 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 222.40 =====

01-1154 ENGLEWOOD ELECTRIC SUPPLY

INV	506305		3/12/10	4/11/10		N		PUMP HOUSE HEATER		112.00	
DISB			3/23/10					PO: 12095		112.00	
						01	-60-6633	PUMP HOUSE HEATER			112.00

===== TOTALS: GROSS: 112.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 112.00 =====

01-1159 ENVISION HEALTHCARE, INC.

INV	108072		3/01/10	3/01/10		N		ADMIN FEES: MARCH 2010		126.00	
DISB			3/11/10					PO:		126.00	
						01	-60-6122	ADMIN FEES: MARCH 2010			126.00
INV	108650		4/01/10	4/01/10		N		ADMIN FEE :APRIL 2010		108.00	
DISB			4/07/10					PO:		108.00	
						01	-60-6122	ADMIN FEE :APRIL 2010			108.00

===== TOTALS: GROSS: 234.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 234.00 =====

01-1096 ESRI

INV	92137432		3/03/10	4/02/10		N		GIS ESRI TRAINING:F FRELKA		1,470.00	
DISB			3/16/10					PO: 11821		1,470.00	
						01	-60-6132	GIS ESRI TRAINING:F FRELKA			1,470.00
INV	92137433		3/03/10	4/02/10		N		GIS ESRI TRAINING-J.NESBITT		1,470.00	
DISB			3/16/10					PO: 11821		1,470.00	
						01	-60-6132	GIS ESRI TRAINING:J.NESBITT			1,470.00

===== TOTALS: GROSS: 2,940.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,940.00 =====

01-1570 FIVE STAR SAFETY EQUIPMENT

INV	2434363		3/12/10	4/11/10		N		MAINTENANCE SUPPLIES		236.00	
DISB			3/23/10					PO: 12087		236.00	
						01	-60-6560	MAINTENANCE SUPPLIES			236.00

===== TOTALS: GROSS: 236.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 236.00 =====

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1166 GLENBARD ELECTRIC SUPPLY,

INV	1082270-5001	3/05/10	4/04/10		N		METER STN FACILITIES MAINT		546.00	
DISB		3/11/10					PO: 12075		546.00	
					01	-60-6633	METER STN FACILITIES MAINT			546.00
INV	1082560-03	3/19/10	4/18/10		N		REMOTE FAC MAINT SUPPLIES		123.06	
DISB		3/31/10					PO: 12107		123.06	
					01	-60-6633	REMOTE FAC MAINT SUPPLIES			123.06
INV	1082560-5001	3/12/10	4/11/10		N		REMOTE FAC MAINT SUPPLIES		191.50	
DISB		3/31/10					PO: 12107		191.50	
					01	-60-6633	GLENBARD ELECTRIC SUPPLY, INC.			191.50

***** TOTALS: GROSS: 860.56 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 860.56 *****

01-1055 GRAINGER

INV	9194413002	3/01/10	3/31/10		N		MAINTENANCE SUPPLIES		528.90	
DISB		3/11/10					PO: 12077		528.90	
					01	-60-6560	MAINTENANCE SUPPLIES			528.90
INV	9195428686	3/02/10	4/01/10		N		MAINTENANCE SUPPLIES		49.20	
DISB		3/11/10					PO: 12079		49.20	
					01	-60-6560	MAINTENANCE SUPPLIES			49.20
INV	9198577026	3/05/10	4/04/10		N		MAINTENANCE SUPPLIES		8.80	
DISB		3/23/10					PO: 12101		8.80	
					01	-60-6560	MAINTENANCE SUPPLIES			8.80
INV	9198718984	3/05/10	4/04/10		N		MAINTENANCE SUPPLIES		770.44	
DISB		3/23/10					PO: 12101		770.44	
					01	-60-6560	MAINTENANCE SUPPLIES			770.44
INV	9211157780	3/22/10	4/21/10		N		MAINTENANCE SUPPLIES		10.75	
DISB		3/26/10					PO: 12108		10.75	
					01	-60-6560	MAINTENANCE SUPPLIES			10.75
INV	9212679147	3/24/10	4/23/10		N		MAINTENANCE SUPPLIES		219.66	
DISB		3/31/10					PO: 12109		219.66	
					01	-60-6560	MAINTENANCE SUPPLIES			219.66
INV	9212864954	3/25/10	4/24/10		N		MAINTENANCE SUPPLIES		482.58	
DISB		3/31/10					PO: 12109		482.58	
					01	-60-6560	MAINTENANCE SUPPLIES			482.58

***** TOTALS: GROSS: 2,070.33 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,070.33 *****

01-1399 GREELEY AND HANSEN

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1399 GREELEY AND HANSEN ** CONTINUED **

INV	INV-0000312042		3/01/10	3/01/10		Y		LPS GENERATION FACILITIES		53,999.65	
	DISB		3/16/10					PO:		53,999.65	
							01	-60-8201.02	LPS GENERATION FACILITIES		53,999.65
							01	-60-8201.04	LPS GENERATION FACILITIES		26,999.82CR
							01	-1398.01	LPS GENERATION FACILITIES		26,999.82
INV	INV-0000312043		3/01/10	3/01/10		Y		LPS VARIABLE FREQUENCY DRIVES		1,025.24	
	DISB		3/16/10					PO:		1,025.24	
							01	-60-8203.02	LPS VARIABLE FREQUENCY DRIVES		1,025.24
							01	-60-8203.04	LPS VARIABLE FREQUENCY DRIVES		512.61CR
							01	-1398.01	LPS VARIABLE FREQUENCY DRIVES		512.61
INV	INV-0000312045		3/01/10	3/01/10		Y		LPS PHOTOVOLTAIC CELL		9,454.32	
	DISB		3/16/10					PO:		9,454.32	
							01	-60-8202.02	LPS PHOTOVOLTAIC CELL		9,454.32
							01	-60-8202.04	LPS PHOTOVOLTAIC CELL		4,727.16CR
							01	-1398.01	LPS PHOTOVOLTAIC CELL		4,727.16
INV	INV-0000312046		3/01/10	3/01/10		Y		EXCESS SUBMITTAL REVIEW		8,369.40	
	DISB		3/16/10					PO:		8,369.40	
							01	-2530	EXCESS SUBMITTAL REVIEW		8,369.40

===== TOTALS: GROSS: 72,848.61 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 72,848.61 =====

01-1197 HD SUPPLY WATERWORKS, LTD.

INV	1094130		3/12/10	3/12/10		N		PIPELINE REPAIR SUPPLIES		560.00	
	DISB		3/16/10					PO: 11972		560.00	
							01	-60-6631	PIPELINE REPAIR SUPPLIES		560.00

===== TOTALS: GROSS: 560.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 560.00 =====

01-1101 HOLLAND & KNIGHT LLP

INV	2492409		3/09/10	3/09/10		Y		LEGAL SERVICES:FEB 2010		319.00	
	DISB		3/24/10					PO:		319.00	
							01	-60-6251	LEGAL SERVICES:FEB 2010		319.00

===== TOTALS: GROSS: 319.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 319.00 =====

01-1050 HOME DEPOT CREDIT SERVICES

INV	0061237		3/11/10	3/11/10		N		REMOTE FACILITIES MAINTENANCE		274.37	
	DISB		3/16/10					PO: 11473		274.37	
							01	-60-6633	REMOTE FACILITIES MAINTENANCE		274.37

INV	2025504		3/09/10	3/09/10		N		MAINTENANCE SUPPLIES		132.52	
-----	---------	--	---------	---------	--	---	--	----------------------	--	--------	--

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1050	HOME DEPOT CREDIT SERVICES** CONTINUED **												
	DISB		3/12/10					PO: 11473		132.52			
							01	-60-6560	MAINTENANCE SUPPLIES		132.52		
INV	4125458		4/06/10	4/06/10		N		PIPELINE SUPPLIES		132.96			
	DISB		4/07/10					PO: 11473		132.96			
							01	-60-6637	PIPELINE SUPPLIES		132.96		
INV	5024805		3/06/10	3/06/10		N		MAINTENANCE SUPPLIES		152.71			
	DISB		3/11/10					PO: 11473		152.71			
							01	-60-6560	MAINTENANCE SUPPLIES		152.71		
INV	8171046		3/03/10	3/03/10		N		MAINTENANCE SUPPLIES		14.98			
	DISB		3/05/10					PO: 11473		14.98			
							01	-60-6560	MAINTENANCE SUPPLIES		14.98		
===== TOTALS:			GROSS:	707.54	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	707.54	=====
01-1425	HR PLUS												
INV	4314667		3/06/10	3/21/10		N		BACKGROUND CHECKS		151.84			
	DISB		3/23/10					PO:		151.84			
							01	-60-6591	BACKGROUND CHECKS		151.84		
===== TOTALS:			GROSS:	151.84	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	151.84	=====
01-1057	HSQ TECHNOLOGY												
INV	03-0390/10075		3/31/10	4/30/10		N		RTU WITH NEMA 4X ENCLOSURE		8,800.00			
	DISB		3/31/10					PO: 12081		8,800.00			
							01	-60-6624	RTU WITH NEMA 4X ENCLOSURE		8,800.00		
===== TOTALS:			GROSS:	8,800.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	8,800.00	=====
01-1319	ICI PAINTS												
INV	0169-196082		3/15/10	4/14/10		N		MAINTENANCE SUPPLIES		102.40			
	DISB		3/31/10					PO: 12133		102.40			
							01	-60-6560	MAINTENANCE SUPPLIES		102.40		
===== TOTALS:			GROSS:	102.40	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	102.40	=====
01-1225	IKON OFFICE SOLUTIONS												
INV	1021770059		2/26/10	3/08/10		N		OFFICE SUPPLIES		47.04			
	DISB		3/31/10					PO: 12131		47.04			
							01	-60-6521	OFFICE SUPPLIES		47.04		
INV	5013799311		3/22/10	4/01/10		N		COPIER USAGE:2/25/10-3/24/10		761.75			

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1225 IKON OFFICE SOLUTIONS ** CONTINUED **

	DISB		3/31/10					PO:		761.75	
								01 -60-6550	COPIER USAGE:2/25/10-3/24/10		761.75

***** TOTALS: GROSS: 808.79 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 808.79 *****

01-1201 ILLINOIS ENVIRONMENT PROTE

	INV	201004052577	3/18/10	3/18/10				N	AIR POLLUTION CONTROL SITE FEE	1,800.00	
	DISB		3/31/10					PO: 12125		1,800.00	
								01 -60-6820	AIR POLLUTION CONTROL SITE FEE		1,800.00

***** TOTALS: GROSS: 1,800.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,800.00 *****

01-1151 ILLINOIS MUNICIPAL LEAGUE

	INV	201003112555	3/01/10	3/01/10				N	ILLINOIS MUNICIPAL REVIEW	30.00	
	DISB		3/11/10					PO:		30.00	
								01 -60-6540	ILLINOIS MUNICIPAL REVIEW		30.00

***** TOTALS: GROSS: 30.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 30.00 *****

01-1729 INTERWOVEN

	INV	62152	3/17/10	3/17/10				N	IMANAGE DMS YLY MAINT CONTRACT	10,451.34	
	DISB		3/31/10					PO: 12132		10,451.34	
								01 -60-6580	IMANAGE DMS YLY MAINT CONTRACT		10,451.34

***** TOTALS: GROSS: 10,451.34 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 10,451.34 *****

01-1616 JJ HENDERSON & SON

	CM	LC-1	3/24/10	3/24/10				N	LC-1 LIEN HOLD	290,967.78CR	
	DISB		3/31/10					PO:		290,967.78CR	
								01 -2530	LC-1 LIEN HOLD		290,967.78CR

	INV	PAYMENT # 9	3/01/10	3/01/10				N	PSC-4/0 PAYMENT # 9	524,767.74	
	DISB		3/31/10					PO:		524,767.74	
								01 -60-8201.01	PSC-4/0 PAYMENT # 9		564,384.86
								01 -60-8201.04	PSC-4/0 PAYMENT # 9		282,192.43CR
								01 -60-8203.01	PSC-4/0 PAYMENT # 9		18,690.40
								01 -60-8203.04	PSC-4/0 PAYMENT # 9		9,345.20CR
								01 -1398.01	PSC-4/0 PAYMENT # 9		291,537.63
								01 -2520	PSC-4/0 PAYMENT # 9		58,307.52CR

***** TOTALS: GROSS: 233,799.96 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 233,799.96 *****

01-1198 JM PROCESS SYSTEMS, INC.

	INV	3310 A	3/03/10	4/02/10				N	CHLORINE FLOW SENSOR/MEMBRANE	1,172.50	
--	-----	--------	---------	---------	--	--	--	---	-------------------------------	----------	--

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1198	JM PROCESS SYSTEMS, INC.		** CONTINUED **								
	DISB		3/16/10					PO: 12029		1,172.50	
								01 -60-6624	CHLORINE FLOW SENSOR/MEMBRANE		889.00
								01 -60-6633	CHLORINE FLOW SENSOR/MEMBRANE		271.00
								01 -60-6624	CHLORINE FLOW SENSOR/MEMBRANE		12.50
===== TOTALS: GROSS: 1,172.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,172.50 =====											
01-1196	KARA COMPANY, INC.										
	INV	259824	2/24/10	3/26/10			N	VERIZON DATA LINE GPS DATA		60.70	
	DISB		3/26/10					PO: 12112		60.70	
								01 -60-6514.02	VERIZON DATA LINE GPS DATA		60.70
	INV	260315	3/12/10	4/11/10			N	BLUE AERVOE MARKING PAINT		388.80	
	DISB		3/16/10					PO: 12094		388.80	
								01 -60-6634	BLUE AERVOE MARKING PAINT		388.80
===== TOTALS: GROSS: 449.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 449.50 =====											
01-1618	LIPT WORKS, INC.										
	CM	113782	3/02/10	3/02/10			N	SALES TAX CREDIT		11.71CR	
	DISB		3/11/10					PO:		11.71CR	
								01 -60-6560	SALES TAX CREDIT		11.71CR
	INV	114554	3/11/10	4/10/10			N	20 FT CONTAINER RENTAL		75.00	
	DISB		3/16/10					PO: 12003		75.00	
								01 -60-6625	20 FT CONTAINER RENTAL		75.00
===== TOTALS: GROSS: 63.29 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 63.29 =====											
01-1054	MCMASTER-CARR SUPPLY COMPA										
	INV	51673083	4/02/10	5/02/10			N	PIPELINE SUPPLIES		2,517.72	
	DISB		4/08/10					PO: 12117		2,517.72	
								01 -60-6637	PIPELINE SUPPLIES		2,517.72
===== TOTALS: GROSS: 2,517.72 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,517.72 =====											
01-1069	MEL'S ACE HARDWARE										
	INV	412294/4	3/02/10	3/02/10			N	PIPELINE SUPPLIES		40.00	
	DISB		3/05/10					PO: 11977		40.00	
								01 -60-6637	PIPELINE SUPPLIES		40.00
	INV	412331/4	3/06/10	3/06/10			N	MAINTENANCE SUPPLIES		5.92	
	DISB		3/12/10					PO: 12050		5.92	
								01 -60-6560	MAINTENANCE SUPPLIES		5.92

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1069 MEL'S ACE HARDWARE ** CONTINUED **

INV	412452/4		3/22/10	3/22/10		N		MAINTENANCE SUPPLIES		61.82	
DISB			3/24/10					PO: 12050		61.82	
						01	-60-6560	MAINTENANCE SUPPLIES			61.82
INV	412489/4		3/26/10	3/26/10		N		PIPELINE SUPPLIES		9.68	
DISB			3/31/10					PO: 12050		9.68	
						01	-60-6637	PIPELINE SUPPLIES			9.68
INV	412495/4		3/26/10	3/26/10		N		METER STN SUPPLIES		17.20	
DISB			3/31/10					PO: 12050		17.20	
						01	-60-6633	METER STN SUPPLIES			17.20

***** TOTALS: GROSS: 134.62 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 134.62 *****

01-1051 MENARDS - HILLSIDE

INV	37156		3/05/10	3/05/10		N		MAINTENANCE SUPPLIES		50.99	
DISB			3/11/10					PO: 12053		50.99	
						01	-60-6560	MAINTENANCE SUPPLIES			50.99
INV	37894		3/09/10	3/09/10		N		METER STN MAINT SUPPLIES		17.94	
DISB			3/16/10					PO: 12053		17.94	
						01	-60-6633	METER STN MAINT SUPPLIES			17.94
INV	38744		3/13/10	3/13/10		N		MAINTENANCE SUPPLIES		2.82	
DISB			3/23/10					PO: 12053		2.82	
						01	-60-6560	MAINTENANCE SUPPLIES			2.82
INV	38867		3/14/10	3/14/10		N		MAINTENANCE SUPPLIES		26.88	
DISB			3/23/10					PO: 12053		26.88	
						01	-60-6560	MAINTENANCE SUPPLIES			26.88
INV	39984		3/20/10	3/20/10		N		MAINTENANCE SUPPLIES		10.29	
DISB			3/24/10					PO: 12053		10.29	
						01	-60-6560	MAINTENANCE SUPPLIES			10.29
INV	40113		3/21/10	3/21/10		N		MAINTENANCE SUPPLIES		33.92	
DISB			3/24/10					PO: 12053		33.92	
						01	-60-6560	MAINTENANCE SUPPLIES			33.92

***** TOTALS: GROSS: 142.84 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 142.84 *****

01-1074 MICRO CENTER

INV	2239125		3/24/10	4/23/10		N		COMPUTER SUPPLIES		79.98	
DISB			3/29/10					PO: 11466		79.98	
						01	-60-6521	COMPUTER SUPPLIES			79.98

***** TOTALS: GROSS: 79.98 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 79.98 *****

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1070 NATIONAL CITY BANK

INV	898068		3/22/10	3/22/10		N		SAFEKEEPING FEES:2/1-2/28/10		975.00	
DISB			3/31/10					PO:		975.00	
						01	-60-6233	SAFEKEEPING FEES:2/1-2/28/10			975.00

===== TOTALS: GROSS: 975.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 975.00 =====

01-1111 NICOR GAS

INV	201003262570		3/23/10	5/07/10		N		DPPS SERVICE:1/30/10 - 3/19/10		10,833.94	
DISB			3/26/10					PO:		10,833.94	
						01	-60-6513	DPPS SERVICE:1/30/10 - 3/19/10			10,833.94

===== TOTALS: GROSS: 10,833.94 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 10,833.94 =====

01-1395 OFFICE DEPOT

INV	510364485001		2/24/10	3/26/10		N		OFFICE SUPPLIES		61.94	
DISB			3/05/10					PO: 12073		61.94	
						01	-60-6521	OFFICE SUPPLIES			61.94

INV	511081213001		3/02/10	4/01/10		N		OFFICE SUPPLIES		39.18	
DISB			3/11/10					PO: 12089		39.18	
						01	-60-6521	OFFICE SUPPLIES			39.18

INV	511619003001		3/05/10	4/04/10		N		OFFICE SUPPLIES		162.54	
DISB			3/16/10					PO: 12099		162.54	
						01	-60-6521	OFFICE SUPPLIES			162.54

INV	513029397001		3/17/10	4/16/10		N		OFFICE SUPPLIES		71.54	
DISB			3/31/10					PO:		71.54	
						01	-60-6521	OFFICE SUPPLIES			71.54

INV	513372228001		3/22/10	4/21/10		N		OFFICE SUPPLIES		91.36	
DISB			3/31/10					PO: 12111		91.36	
						01	-60-6521	OFFICE SUPPLIES			91.36

INV	514029963001		3/26/10	4/25/10		N		OFFICE SUPPLIES		176.55	
DISB			3/31/10					PO: 12120		176.55	
						01	-60-6521	OFFICE SUPPLIES			176.55

INV	514048252001		3/26/10	4/25/10		N		OFFICE SUPPLIES		108.36	
DISB			3/31/10					PO:		108.36	
						01	-60-6521	OFFICE SUPPLIES			108.36

===== TOTALS: GROSS: 711.47 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 711.47 =====

01-1081 PATRICK ENGINEERING INC.

O P E N I T E M R E P O R T

D E T A I L

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

01-1081 PATRICK ENGINEERING INC. ** CONTINUED **

INV	20934.014-6		2/22/10	3/24/10		N		MECH EXISTING COND DRAWINGS		212.50	
DISB			3/23/10					PO:		212.50	
						01	-60-6280	MECH EXISTING COND DRAWINGS			212.50

===== TOTALS: GROSS: 212.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 212.50 =====

01-1158 PETTY CASH - CUSTODIAN

CM	201003112554		3/15/10	3/15/10		N		PETTY CASH		663.33CR	
DISB			3/15/10					PO:		663.33CR	
						01	-5900	PLANS & SPECS(MIKE PETRUS)			25.00
						01	-5900	PLANS & SPECS(DOOLEY CORP)			25.00
						01	-60-6131	GIS TRNG/TRANS FEE-J.NESBITT			34.34CR
						01	-60-6131	GIS TRNG/TRANS FEE-J.NESBITT			37.29CR
						01	-60-6131	PARKING FEE-ROBERT MARTIN			20.00CR
						01	-60-6131	PARKING FEE-ROBERT MARTIN			53.00CR
						01	-60-6131	PARKING FEE-TERRY MCGHEE			22.00CR
						01	-60-6131	PARKING FEE-TERRY MCGHEE			19.00CR
						01	-60-6131	PARKING FEE-TERRY MCGHEE			28.00CR
						01	-60-6131	PARKING FEE-ROBERT MARTIN			3.80CR
						01	-60-6131	PARKING FEE-CHRIS BOSTICK			13.00CR
						01	-60-6210	WATER CONS PRJ-J.NESBITT			40.00CR
						01	-60-6210	WATER CONS PRJ-J.NESBITT			37.62CR
						01	-60-6210	W O LIC RENEWAL-FRANK GRIFFIN			10.75CR
						01	-60-6532	POSTAGE REIMBURSEMENT			3.08
						01	-60-6532	POSTAGE REIMBURSEMENT			4.95
						01	-60-6532	POSTAGE REIMBURSEMENT			5.00
						01	-60-6560	GPS RECEIVER BATTERY-F FRELKA			53.86CR
						01	-60-6560	PERSONAL ITEM-JUAN VAZQUEZ			1.42
						01	-60-6560	FASTENERS-MIKE FOUSHI			3.22CR
						01	-60-6560	KEYS MADE - JASON UNGER			3.75CR
						01	-60-6560	KEYS MADE - JASON UNGER			26.00CR
						01	-60-6591	ADMIN EXPS- MIKE HUGHES			7.57CR
						01	-60-6591	CNTY CLERK V CERTI-J.NESBITT			33.00CR
						01	-60-6591	CNTY RECORDER- J.NESBITT			47.00CR
						01	-60-6591	EMP RECOG LUNCH-C JOHNSON			55.26CR
						01	-60-6591	EMP RECOG LUNCH-C JOHNSON			44.30CR
						01	-60-6591	EMP RECOG LUNCH-JASON UNGER			40.09CR
						01	-60-6591	EMP RECOG LUNCH-R CARDENAS			6.47CR
						01	-60-6591	ACC BIOMETRICS-CHRIS BOSTICK			40.00CR
						01	-60-6641	AIR FOR TIRE-JASON UNGER			0.75
						01	-60-6641	CAR WASH-BOB MOORE			6.95CR
						01	-60-6641	CAR WASH-CHRIS BOSTICK			7.95CR
						01	-60-6641	CAR WASH-CHRIS BOSTICK			7.95CR
						01	-60-6641	CAR WASH-ED KAZMIERCZAK			3.95CR
						01	-60-6641	CAR WASH-ED KAZMIERCZAK			3.95CR
						01	-60-6641	CAR WASH-BOB MOORE			8.00CR

OPEN ITEM REPORT

DETAIL

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

01-1158	PETTY CASH - CUSTODIAN										** CONTINUED **
							01 -60-6641	VEHICLE TAIL LIGHT-H.VILLEGAS			10.46CR
INV	201003112554		3/11/10	3/11/10		N		CAR WASH/MAINT SUPPLIES/ADMIN		663.33	
	DISB		3/11/10					PO:		663.33	
							01 -5900	PLANS & SPECS(MIKE PETRUS)			25.00CR
							01 -5900	PLANS & SPECS(DOOLEY CORP)			25.00CR
							01 -60-6131	GIS TRNG/TRANS FEE-J.NESBITT			34.34
							01 -60-6131	GIS TRNG/TRANS FEE-J.NESBITT			37.29
							01 -60-6131	PARKING FEE-ROBERT MARTIN			20.00
							01 -60-6131	PARKING FEE-ROBERT MARTIN			53.00
							01 -60-6131	PARKING FEE-TERRY MCGHEE			22.00
							01 -60-6131	PARKING FEE-TERRY MCGHEE			19.00
							01 -60-6131	PARKING FEE-TERRY MCGHEE			28.00
							01 -60-6131	PARKING FEE-ROBERT MARTIN			3.80
							01 -60-6131	PARKING FEE-CHRIS BOSTICK			13.00
							01 -60-6210	WATER CONS PRJ-J.NESBITT			40.00
							01 -60-6210	WATER CONS PRJ-J.NESBITT			37.62
							01 -60-6210	W O LIC RENEWAL:FRANK GRIFFIN			10.75
							01 -60-6532	POSTAGE REIMBURSEMENT			3.08CR
							01 -60-6532	POSTAGE REIMBURSEMENT			4.95CR
							01 -60-6532	POSTAGE REIMBURSEMENT			5.00CR
							01 -60-6560	GPS RECEIVER BATTERY-F FRELKA			53.86
							01 -60-6560	PERSONAL ITEM-JUAN VAZQUEZ			1.42CR
							01 -60-6560	FASTENERS-MIKE FOUSHI			3.22
							01 -60-6560	KEYS MADE-JASON UNGER			3.75
							01 -60-6560	KEYS MADE-JASON UNGER			26.00
							01 -60-6591	ADMIN EXPS- MIKE HUGHES			7.57
							01 -60-6591	CNTY CLERK V CERTIF-J NESBITT			33.00
							01 -60-6591	CNTY RECORDER-J NESBITT			47.00
							01 -60-6591	EMP RECOG LUNCH-C JOHNSON			55.26
							01 -60-6591	EMP RECOG LUNCH-C JOHNSON			44.30
							01 -60-6591	EMP RECOG LUNCH-JASON UNGER			40.09
							01 -60-6591	EMP RECOG LUNCH-R CARDENAS			6.47
							01 -60-6591	ACC BIOMETRICS-CHRIS BOSTICK			40.00
							01 -60-6641	AIR FOR TIRE-JASON UNGER			0.75CR
							01 -60-6641	CAR WASH-BOB MOORE			6.95
							01 -60-6641	CAR WASH-CHRIS BOSTICK			7.95
							01 -60-6641	CAR WASH-CHRIS BOSTICK			7.95
							01 -60-6641	CAR WASH-ED KAZMIERCZAK			3.95
							01 -60-6641	CAR WASH-ED KAZMIERCZAK			3.95
							01 -60-6641	CAR WASH-BOB MOORE			8.00
							01 -60-6641	VEHICLE TAIL LIGHT-H VILLEGAS			10.46

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

01-1114 PITNEY BOWES

INV	5795233-MR10		3/13/10	3/13/10		N		POSTAGE METER RENTAL		537.00	
-----	--------------	--	---------	---------	--	---	--	----------------------	--	--------	--

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1114	PITNEY BOWES		** CONTINUED **								
	DISB		3/23/10					PO:		537.00	
								01 -60-6550	POSTAGE METER RENTAL		537.00
===== TOTALS: GROSS: 537.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 537.00 =====											
01-1664	PROGRAM ONE PROFESSIONAL B										
	INV	10106	3/23/10	3/23/10			N	WINDOW CLEANING:03/23/10		150.00	
	DISB		3/26/10					PO:		150.00	
								01 -60-6290	WINDOW CLEANING:03/23/10		150.00
===== TOTALS: GROSS: 150.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 150.00 =====											
01-1730	RAILROAD MANAGEMENT COMPAN										
	INV	255391	3/22/10	3/22/10			Y	RENT FOR PIPELINE IN CL HILLS		9.83	
	DISB		3/31/10					PO:		9.83	
								01 -60-6820	RENT FOR PIPELINE: 2010		9.83
===== TOTALS: GROSS: 9.83 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 9.83 =====											
01-1059	RED WING SHOE STORE										
	INV	450000003450	12/11/09	1/10/10			N	SAFETY SHOES:KEN DRISCOLL		107.99	
	DISB		3/31/10					PO: 11891		107.99	
								01 -60-6626	SAFETY SHOES:KEN DRISCOLL		107.99
===== TOTALS: GROSS: 107.99 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 107.99 =====											
01-1679	REED & ASSOCIATES LTD.										
	DM	2700A	11/05/10	11/05/10			N	REED & ASSOCIATES LTD.		325.00	
	IL		3/16/10					PO:		325.00	
								01 -60-6280	REED & ASSOCIATES LTD.		325.00
	INV	2714	3/10/10	3/10/10			N	TECH WRITING CONSULTING SVCS		7,425.25	
	DISB		3/23/10					PO:		7,425.25	
								01 -60-6280	TECH WRITING CONSULTING SVCS		7,425.25
===== TOTALS: GROSS: 7,750.25 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 7,750.25 =====											
01-1714	ROBERT HALF INTERNATIONAL										
	INV	30757862	3/01/10	3/01/10			N	ACCTG SVCS:WK END 02/26/10		3,280.00	
	DISB		3/11/10					PO:		3,280.00	
								01 -60-6290	ACCTG SVCS:WK END 02/26/10		3,280.00
	INV	30794446	3/08/10	3/08/10			N	ACCTG SVCS:WK END 03/05/10		5,440.00	

O P E N I T E M R E P O R T

D E T A I L

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

01-1714 ROBERT HALF INTERNATIONAL ** CONTINUED **

	DISB		3/11/10					PO:		5,440.00	
							01 -60-6290	ACCTG SVCS:WK END 03/05/10			5,440.00
INV	30831603		3/15/10	3/15/10			N	ACCTG SERVICES: WK END 3/12/10		4,040.00	
	DISB		3/23/10					PO:		4,040.00	
							01 -60-6290	ACCTG SERVICES:WK END 3/12/10			4,040.00
INV	30867949		3/22/10	3/22/10			N	ACCTG SVCS:WK END 3/19/10		4,800.00	
	DISB		3/26/10					PO:		4,800.00	
							01 -60-6290	ACCTG SVCS:WK END 3/19/10			4,800.00
INV	30903741		3/29/10	3/29/10			N	ACCTG SVCS:WK END 03/26/10		4,880.00	
	DISB		3/31/10					PO:		4,880.00	
							01 -60-6290	ACCTG SVCS:WK END 03/26/10			4,880.00
INV	30939235		4/05/10	4/05/10			N	ACCTG SVCS:WK END 04/02/10		2,880.00	
	DISB		4/07/10					PO:		2,880.00	
							01 -60-6290	ACCTG SVCS:WK END 04/02/10			2,880.00

***** TOTALS: GROSS: 25,320.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 25,320.00 *****

01-1137 ROSSI CONTRACTORS, INC.

INV	358062		8/03/09	8/03/09			N	INSURANCE & BOND FOR QR-8/08		12,000.00	
	DISB		3/11/10					PO:		12,000.00	
							01 -60-6631	INSURANCE & BOND FOR QR-8/08			12,000.00

***** TOTALS: GROSS: 12,000.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 12,000.00 *****

01-1523 SAF-T-GARD INTERNATIONAL,

INV	1473819-00		3/10/10	4/09/10			N	TESTING OF SAFETY GLOVES		60.34	
	DISB		3/16/10					PO: 12093		60.34	
							01 -60-6624	TESTING OF SAFETY GLOVES			60.34

***** TOTALS: GROSS: 60.34 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 60.34 *****

01-1041 SEECO CONSULTANTS, INC.

INV	554		3/30/10	5/14/10			N	MATERIAL TEST-PSC4/MS18/75TH&W		7,390.89	
	DISB		3/31/10					PO:		7,390.89	
							01 -60-8203.02	MATERIAL TEST-PSC4/MS18/75TH&W			683.38
							01 -60-8203.04	MATERIAL TEST-PSC4/MS18/75TH&W			341.69CR
							01 -1398.01	MATERIAL TEST-PSC4/MS18/75TH&W			341.69
							01 -60-7111.02	MATERIAL TEST-PSC4/MS18/75TH&W			531.25
							01 -60-7111.04	MATERIAL TEST-PSC4/MS18/75TH&W			531.25
							01 -2612.01	MATERIAL TEST-PSC4/MS18/75TH&W			531.25
							01 -2612.02	MATERIAL TEST-PSC4/MS18/75TH&W			531.25

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1041 SEECO CONSULTANTS, INC. ** CONTINUED **

01 -5900	MATERIAL TEST-PSC4/MS18/75TH&W	1,062.50CR
01 -60-7112.02	MATERIAL TEST-PSC4/MS18/75TH&W	1,281.06
01 -60-7112.04	MATERIAL TEST-PSC4/MS18/75TH&W	1,281.07
01 -2612.03	MATERIAL TEST-PSC4/MS18/75TH&W	1,281.06
01 -2612.04	MATERIAL TEST-PSC4/MS18/75TH&W	1,281.07
01 -5900	MATERIAL TEST-PSC4/MS18/75TH&W	2,562.13CR
01 -60-6631.01	MATERIAL TEST-PSC4/MS18/75TH&W	3,082.88
01 -2616	MATERIAL TEST-PSC4/MS18/75TH&W	3,082.88
01 -5900	MATERIAL TEST-PSC4/MS18/75TH&W	3,082.88CR

===== TOTALS: GROSS: 7,390.89 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 7,390.89 =====

01-1173 SIMPLEXGRINNELL LP

INV 73458587	3/01/10	3/31/10	Y	FIRE ALARM TEST	641.25
DISB	3/16/10			PO:	641.25
01 -60-6560				FIRE ALARM TEST	641.25
INV 73459476	3/01/10	3/31/10	Y	FIRE ALARM INSPECT & TEST	20.83
DISB	3/16/10			PO:	20.83
01 -60-6560				FIRE ALARM INSPECT & TEST	20.83
INV 73530165	3/29/10	4/28/10	Y	FIRE ALARM TEST/SPRINKLER TEST	641.25
DISB	4/08/10			PO:	641.25
01 -60-6560				05/01/10 TO 05/31/10	641.25
INV 73530166	3/29/10	4/28/10	Y	FIRE ALARM TEST & INSPECT	20.83
DISB	4/08/10			PO:	20.83
01 -60-6560				05/01/10 TO 05/31/10	20.83

===== TOTALS: GROSS: 1,324.16 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,324.16 =====

01-1302 SIR SPEEDY

INV 53447	3/03/10	3/18/10	N	BROCHURES-WATER CONSV PRJ	577.16
DISB	3/23/10			PO: 12097	577.16
01 -60-6531				BROCHURES-WATER CONSV PRJ	577.16

===== TOTALS: GROSS: 577.16 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 577.16 =====

01-1043 SOOPER LUBE

INV 172720	3/10/10	3/10/10	N	VEHICLE MAINTENACE:M80328	33.45
DISB	3/11/10			PO: 11980	33.45
01 -60-6641				VEHICLE MAINTENACE:M80328	33.45
INV 172765	3/11/10	3/11/10	N	VEHICLE MAINTENANCE:M78556	52.90
DISB	3/16/10			PO: 12051	52.90

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1058 THYSSENKRUPP ELEVATOR CORP** CONTINUED **

INV	450440		4/01/10	4/01/10		N		ELEVATOR MAINT:APR - JUNE 10		836.36	
DISB			4/07/10					PO:		836.36	
						01	-60-6290	ELEVATOR MAINT:APR - JUNE 10			836.36

***** TOTALS: GROSS: 836.36 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 836.36 *****

01-1126 TRANSCAT

INV	405574		3/12/10	4/11/10		N		CALIBRATION OF EQUIPMENT		162.79	
DISB			3/24/10					PO: 12060		162.79	
						01	-60-6624	CALIBRATION OF EQUIPMENT			162.79

***** TOTALS: GROSS: 162.79 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 162.79 *****

01-1046 TREE TOWNS REPRO SERVICE

INV	0000141315		3/03/10	4/02/10		N		WATER CONSERVATION PROGRAM		171.60	
DISB			3/31/10					PO: 12128		171.60	
						01	-60-6210	WATER CONSERVATION PROGRAM			171.60

INV	0000141556		3/08/10	4/07/10		N		COLOR CAD LINE DRAWINGS		126.00	
DISB			3/23/10					PO: 12103		126.00	
						01	-60-6531	COLOR CAD LINE DRAWINGS			126.00

INV	0000142923		4/01/10	5/01/10		N		DOCUMENT REPRODUCTION SVCS		77.00	
DISB			4/07/10					PO: 11615		77.00	
						01	-60-6290	DOCUMENT REPRODUCTION SVCS			77.00

***** TOTALS: GROSS: 374.60 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 374.60 *****

01-1071 US AUTOMATION

INV	1737		3/08/10	4/07/10		N		EIM SPLINE BUSHING-BORED&KEYED		1,001.84	
DISB			3/23/10					PO: 12031		1,001.84	
						01	-60-6621	EIM SPLINE BUSHING-BORED&KEYED			1,001.84

INV	1740		3/16/10	4/15/10		N		REMOTE FACILITIES MTN SUPPLIES		232.03	
DISB			3/29/10					PO: 12105		232.03	
						01	-60-6633	REMOTE FACILITIES MTN SUPPLIES			232.03

***** TOTALS: GROSS: 1,233.87 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,233.87 *****

01-1404 VIKING AWARDS, INC.

INV	21682		3/30/10	3/30/10		N		OFFICE SUPPLIES		108.00	
DISB			3/31/10					PO: 12137		108.00	
						01	-60-6521	OFFICE SUPPLIES			108.00

***** TOTALS: GROSS: 108.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 108.00 *****

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

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

01-1300 VOSS EQUIPMENT, INC.

INV	01E7385470		3/10/10	3/20/10		N		MAINTENANCE SUPPLIES		725.14	
DISB			3/16/10					PO: 12019		725.14	
						01	-60-6560	MAINTENANCE SUPPLIES			725.14

===== TOTALS: GROSS: 725.14 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 725.14 =====

01-1062 WASTE MANAGEMENT

INV	2185582-2008-1		4/01/10	4/11/10		N		REFUSE DISPOSAL		473.41	
DISB			4/07/10					PO:		473.41	
						01	-60-6290	REFUSE DISPOSAL			473.41

===== TOTALS: GROSS: 473.41 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 473.41 =====

01-1220 MICHAEL WEED

INV	201003052548		3/04/10	3/04/10		N		MICHAEL WEED:TUITION FEE REIMB		212.89	
DISB			3/05/10					PO:		212.89	
						01	-60-6133.02	MICHAEL WEED:TUITION FEE REIMB			212.89

===== TOTALS: GROSS: 212.89 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 212.89 =====

01-1010 WEST

INV	820119283		3/01/10	3/01/10		N		WESTLAW: FEBRUARY 10		418.85	
DISB			3/11/10					PO:		418.85	
						01	-60-6522	WESTLAW: FEBRUARY 10			418.85

INV	820198983		3/04/10	3/04/10		N		SUBSCRIPTION PRODUCT CHGS		113.00	
DISB			3/16/10					PO:		113.00	
						01	-60-6522	SUBSCRIPTION PRODUCT CHGS			113.00

===== TOTALS: GROSS: 531.85 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 531.85 =====

01-1627 WILLIAMS BROTHERS CONSTRUC

INV	PAYMENT # 15		3/31/10	3/31/10		N		PSD-7/08-ELEC GEN FACILITIES		370,145.06	
DISB			3/31/10					PO:		370,145.06	
						01	-60-7213.01	PSD-7/08-ELEC GEN FACILITIES			411,272.29
						01	-2520	PSD-7/08-ELEC GEN FACILITIES			41,127.23CR

===== TOTALS: GROSS: 370,145.06 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 370,145.06 =====

01-1727 WORTH DATA, INC

INV	00213649		3/23/10	3/23/10		N		RECHARGEABLE BATTERIES		45.00	
-----	----------	--	---------	---------	--	---	--	------------------------	--	-------	--

O P E N I T E M R E P O R T

D E T A I L

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

01-1727	WORTH DATA, INC		** CONTINUED **										
	DISB		3/29/10					PO: 12113		45.00			
						01 -60-6623		RECHARGEABLE BATTERIES			45.00		
=====													
***** TOTALS:			GROSS:	45.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	45.00	=====

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	5,095,409.45	0.00	5,095,409.45
** TOTALS **	5,095,409.45	0.00	5,095,409.45

O P E N I T E M R E P O R T

D E T A I L

** PRE-PAID INVOICES **

P R E P A I D T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	0.00	0.00	0.00

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

R E P O R T T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	5,095,409.45	0.00	5,095,409.45
VOIDED ITEMS	0.00	0.00	0.00
** TOTALS **	5,095,409.45	0.00	5,095,409.45

U N P A I D R E C A P

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	5,386,770.28
UNPAID DEBIT MEMO TOTALS	325.00
UNAPPLIED CREDIT MEMO TOTALS	291,685.83-
** UNPAID TOTALS **	5,095,409.45

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 1398	OTHER RECEIVABLES	429,556.00CR
01 1398.01	CHICAGO UNBILLED	324,118.91
01 1550	OTHER PREPAID EXPENSES	51,862.00
01 2520	RETAINAGE PAYABLE	123,410.15CR
01 2530	CONTRACT DEDUCTIONS	282,598.38CR
01 2612.01	CNST DEP-GEH METER STATION	67,843.70
01 2612.02	CNST DEP-GEH PRES ADJ STAT	86,614.67
01 2612.03	CNST DEP-HOB VAL METER STAT	51,780.30
01 2612.04	CNST DEP-HOB VAL PRES ADJ ST	58,158.50
01 2614	IANC-WILL COUNTY/BOLINGBROOK	4,567.36
01 2616	NAPERVILLE - 75TH/WASHINGTON	14,754.49
01 5900	OTHER INCOME	147,774.60CR
01 60-6122	MEDICAL/LIFE BENEFITS	234.00
01 60-6131	TRAVEL	125.00
01 60-6132	TRAINING	3,090.00
01 60-6133.02	TUITION REIMBURSEMENT	212.89
01 60-6210	WATER CONSERVATION PROGRAM	171.60
01 60-6233	TRUST SERVICES & BANK CHARGE	1,006.14

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

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 60-6251	LEGAL SERVICES- GENERAL	319.00
01 60-6280	CONSULTING SERVICES	11,406.75
01 60-6290	CONTRACTUAL SERVICES	37,985.82
01 60-6513	NATURAL GAS	10,833.94
01 60-6514.01	TELEPHONE	630.22
01 60-6514.02	CELL PHONE & CORR. TELEMETRY	150.70
01 60-6521	OFFICE SUPPLIES	1,285.27
01 60-6522	BOOKS & PUBLICATIONS	531.85
01 60-6531	PRINTING- GENERAL	703.16
01 60-6532	POSTAGE & DELIVERY	0.00
01 60-6540	PROFESSIONAL DUES	30.00
01 60-6550	REPAIRS & MAINT- OFFICE EQUI	1,298.75
01 60-6560	REPAIRS & MAINT- BLDGS & GRN	5,274.47
01 60-6580	COMPUTER SOFTWARE	10,451.34
01 60-6591	OTHER ADMINISTRATIVE EXPENSE	401.84
01 60-6611.01	WATER BILLING	4,295,565.00
01 60-6611.02	ELECTRICITY	104,872.74
01 60-6612.02	METER STATION, ROV, TANK SITE	11,562.52
01 60-6614	WATER TESTING	15.00
01 60-6621	PUMPING SERVICES	1,883.84
01 60-6623	METER TESTING & REPAIRS	45.00
01 60-6624	SCADA / INSTRUMENTATION	9,924.63
01 60-6625	EQUIPMENT RENTAL	75.00
01 60-6626	UNIFORMS	107.99
01 60-6627	SAFETY	1,139.01
01 60-6631	PIPELINE REPAIRS	12,560.00
01 60-6631.01	REPAIRS - 75TH & WASHINGTON	14,754.49
02 60-6633	REMOTE FACILITIES MAINTENANCE	1,785.10
01 60-6634	PLAN REVIEW- PIPELINE CONFLI	388.80
01 60-6637	PIPELINE SUPPLIES	2,700.36
01 60-6641	REPAIRS & MAINT- VEHICLES	1,001.26
01 60-6642	FUEL- VEHICLES	4,304.00
01 60-6820	PERMITS & FEES	1,809.83
01 60-7111.01	DPC GEH MS-CONSTR (MS18/9A)	60,666.28
01 60-7111.02	DPC GEH MS-ENG (MS18-9A)	7,177.42
01 60-7111.04	DPC GEH PA-ENG (MS18/9A)	7,177.43
01 60-7112.01	DPC HOB MS-CONSTR (MS18/9B)	45,561.64
01 60-7112.02	DPC HOB MS-ENG (MS18/9B)	6,218.66
01 60-7112.04	DPC HOB PA-ENG (MS18/9B)	6,218.68
01 60-7213.01	EMERGENCY GEN CONSTRUCTION	411,272.29
01 60-8201.01	EMERG GEN - CONSTRUCT	564,384.86
01 60-8201.02	EMERG GEN - ENGINEERING	53,999.65
01 60-8201.04	EMERG GEN - BILLED	309,192.25CR
01 60-8202.02	P V - ENGINEERING	9,454.32
01 60-8202.04	P V - BILLED	4,727.16CR
01 60-8203.01	VFD - CONSTRUCTION	18,690.40
01 60-8203.02	VFD - ENGINEERING	1,708.62

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 60-8203.04	VFD - BILLED	10,199.50CR
	** FUND TOTAL **	5,095,409.45

	** TOTAL **	5,095,409.45

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

DEPARTMENT TOTALS

DEPARTMENT	DEPARTMENT NAME	AMOUNT
01	NON-DEPARTMENTAL	175,864.60CR
01 59	INVALID DEPARTMENT	147,774.60CR
01 60	ADMINISTRATION	5,419,048.65
	** FUND TOTAL **	5,095,409.45

	** TOTAL **	5,095,409.45

0 ERRORS
0 WARNINGS

SELECTION CRITERIA

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

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

PRINT OPTIONS:

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

DATE SELECTION:

PAYMENT DATE: 0/00/0000 THRU 99/99/9999
 ITEM DATE: 0/00/0000 THRU 99/99/9999
 POSTING DATE: 3/04/2010 THRU 4/08/2010
