



# DuPage Water Commission

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

## AGENDA

### DUPAGE WATER COMMISSION

THURSDAY, MARCH 20, 2014  
7:00 P.M.

600 EAST BUTTERFIELD ROAD  
ELMHURST, IL 60126

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

**RECOMMENDED MOTION: To approve the Minutes of the February 20, 2014 Special Committee of the Whole Meeting, the Minutes of the February 20, 2014 Regular Meeting, and the Minutes of the February 20, 2014 Executive Session Meeting of the DuPage Water Commission (Voice Vote).**

- V. Treasurer's Report – February 2014  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To accept the February 2014 Treasurer's Report (Voice Vote).**

- VI. Committee Reports
  - A. Finance Committee
    1. Report of 3/20/14 Finance Committee
    2. Resolution No. R-8-14: A Resolution Authorizing and Directing the Use of General Account Balances for the Payment of Debt Service on the Northern Trust Certificate of Debt – **up to \$6M**

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

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

**RECOMMENDED MOTION: To adopt Resolution No. R-8-14: A Resolution Authorizing and Directing the Use of General Account Balances for the Payment of Debt Service on the Northern Trust Certificate of Debt – up to \$6M (Roll Call).**

3. Actions on Other Items Listed on 3/20/14 Finance Committee Agenda

B. Administration Committee

1. Report of 3/20/14 Administration Committee

2. Resolution No. R-9-14: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission

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

**RECOMMENDED MOTION: To adopt Resolution No. R-9-14: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission (Roll Call).**

3. Actions on Other Items Listed on 3/20/14 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 3/20/14 Engineering & Construction Committee

2. Ordinance No. O-1-14: An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the DuPage County York Township Water Facility Metering Station and Authorizing the Execution of the DuPage County York Township Water Facility Metering Station Easement Agreement (**No Cost Component**)

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

3. Resolution No. R-6-14: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 (**McWilliams Electric Co. Inc. Estimated not-to-exceed \$55,100.00 and Divane Bros. Electric Co., Estimated not-to-exceed \$6,500.00**)

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

4. Resolution No. R-7-14: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 (**Rossi Contractors, Inc Estimated Range Between \$125,000.00 and \$145,000.00**)

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

5. Request for Board Action: To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the Purchase and Installation Services for an Additional Four (4) PAX Mixers from **Utility Service Company estimated cost of \$198,400.00**

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

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

6. Request for Board Action: To give the General Manager the authorization to purchase Surge Protective Devices from **Steiner Electric Company (in the amount of \$33,999.00)**.

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

**RECOMMENDED MOTION: To adopt item numbers 2 through 6 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**

7. Actions on Other Items Listed on 3/20/14 Engineering & Construction Committee Agenda

VII. Accounts Payable

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

**RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$7,261,080.54, 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 \$801,420.00, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).**

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

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

XI. Old Business

- FY2014-2015 Tentative Annual Draft Budget

XII. New Business

XIII. Executive Session

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

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

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

**XIV. Adjournment**

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

Board/Agendas/Commission/2014/Rcm1403.docx

**MINUTES OF A SPECIAL COMMITTEE OF THE WHOLE  
MEETING OF THE DUPAGE WATER COMMISSION  
HELD ON THURSDAY, FEBRUARY 20, 2014  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

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

Commissioners in attendance: J. Broda, L. Crawford, D. Loftus, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess and J. Zay

Commissioners Absent: R. Furstenau, C. Janc, W. Murphy and J. B. Webb

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

**TENTATIVE DRAFT FISCAL YEAR 2014-2015 BUDGET**

General Manager Spatz gave a brief PowerPoint presentation on the Tentative Draft Fiscal Year 2014-2015 Budget, highlighting significant savings over the last four fiscal years.

General Manager Spatz began his presentation by comparing the debt activity from 2011 to present day noting that the Commission's debt in 2011 reflected \$142M with an interest rate of over 4% compared to present day debt which had significantly decreased reflecting \$43M at an interest rate slightly below 1%. With regards to the Revenue Bonds, General Manager Spatz noted that the Commission would be paying down approximately \$1M of principal each month.

With regards to the Investment and Reserve Activity, General Manager Spatz noted that the Commission was actively investing with a diversified portfolio earning a market yield of about 53 basis points and that the Commission had restructured its reserve accounts.

Next, General Manager Spatz presented the Management Budget Trends; total revenues vs. total expenditures noting a \$6.5M reduction (over 33%) in the total operating expenditures from the FY2010/2011 budget to the Tentative FY2014-2015 budget. He also added that because of the large reduction in operating expenditures, the Commission was able to pay down additional debt sooner resulting in a significant reduction in interest costs.

General Manager Spatz reported on the budget projections starting with the revenue chart; water sales makes up 72%, fixed costs payments is 5%, sales tax is 22% and other income is about 1%. On the expense chart, General Manager Spatz reported that water purchases & distribution costs is 87%, depreciation is at 7%, personnel services is 3%, professional services is 1% and insurance and administrative costs were both at .5%.

## Minutes of the 2/20/14 Committee of the Whole Meeting

General Manager Spatz briefly reviewed the total revenues and total operating expenditures noting that the revenues reflected an increase of about \$16.4M mainly due to water sales. Expenditures reflected professional services were budgeted to decrease due to the reduction in legal cost. Administration costs were budgeted to decrease by about 13.8% due to reductions in diesel fuel projections and in repairs and maintenance costs. Total operating expenditures were budgeted to increase by about \$9.9M. The main drivers are:

- Water purchases from the City of Chicago are budgeted to increase by approximately \$10.7M due to water rate increases.
- Depreciation was budgeted to increase by \$300K
- All other operating expenditures are budgeted to decrease by about \$1.1M.

### **2014-2019 FIVE-YEAR CAPITAL IMPROVEMENT PLAN**

General Manager Spatz began by noted several new projects had been added with expenditures totaling about \$5M per year and provided a brief summary of the new projects which included:

- Roof replacement of the DuPage Pumping Station
- Replacement of reservoir hatches
- Replacement of Effluent Vaults Stairs
- Installation of a backhaul radio system
- Security system upgrades throughout all Commission facilities
- Commission Condition Assessment
- Distribution system upgrades

With regards to the Commission's Condition Assessment, General Manager Spatz noted that a preliminary scope had been developed in stages which would give the Commission an opportunity to reevaluate areas needing more in-depth assessment and address any deficiencies identified. Commissioner's Russo and Suess both shared the importance of getting a thorough outside assessment of the Commission's system noting that the project should begin sooner rather than later.

Before concluding his presentation, General Manager Spatz asked Board members to submit, to staff, any/all of their questions and preferable in advance of the March meeting to allow staff the time to prepare a full Question/Answer explanation sheet; also offering to sit down with any Board member for a more one-on-one in-depth review.

With no further questions, Chairman Zay asked for a consensus to allow staff to distribute the Tentative Draft FY 2014-2015 Management Budget to the Commission's customers to which all agreed.

Commissioner Russo moved to adjourn the meeting at 6:58 P.M. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote

All voted aye. Motion carried.

**MINUTES OF A MEETING OF THE  
DuPAGE WATER COMMISSION  
HELD ON THURSDAY, FEBRUARY 20, 2014  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

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

Commissioners in attendance: J. Broda, L. Crawford, D. Loftus, J. Pruyn, D. Russo, F. Saverino, M. Scheck, and P. Suess, and J. Zay

Commissioners Absent: R. Furstenau, C. Janc, W. Murphy, and J.B. Webb

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

**PUBLIC COMMENT**

None

**APPROVAL OF MINUTES**

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

All voted aye. Motion carried.

**TREASURER REPORT**

Treasurer Ellsworth presented the January 2014 Treasurer's Report, consisting of ten pages, noting that pages 1 and 2 contained a brief summary of the report.

Treasurer Ellsworth pointed out the \$69.7 million of cash and investments on page 3, which reflected an increase of about \$3.7 million from the previous month. Treasurer Ellsworth also pointed out the schedule of investments on pages 4 through 8 totaling \$66.8 million and the market yield on the total portfolio showed 52 basis points which had decreased slightly from the prior month. On page 9, the statement of cash flows showed an increase in cash and investments by about \$4.7 million and operating activities increased cash by approximately \$7.2 million, roughly \$25.8 million of sales tax was received, and principal and interest debt payments on bonds totaled about \$28.4 million. On page 10, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements and approximately \$42.5 million of outstanding debt in Table 3, Rows H and I.

Commissioner Suess moved to accept the January 2014 Treasurer's Report. Seconded by Commissioner Russo and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**COMMITTEE REPORTS**

**Finance Committee – Reported by Commissioner Suess**

Commissioner Suess reported that the Finance Committee reviewed all items listed on the Finance Committee Agenda.

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

**Administration Committee – Reported by Commissioner Crawford**

Commissioner Crawford reported that the Administration Committee reviewed and recommended for approval all items listed on the Administration Committee Agenda. After Commissioner Crawford gave a brief summary of each item, she welcomed any questions.

Hearing none, Commissioner Crawford moved to adopt item numbers 2 and 3 under the Administration Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Pruyn and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, L. Crawford, D. Loftus, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess, and J. Zay

Nays: None

Absent: R. Furstenau, C. Janc, W. Murphy, and J.B. Webb

Item 2: To authorize the General Manager to enter into a Consulting Agreement with John J. Millner and Associates, Inc., subject to negotiation of acceptable terms, in an amount not to exceed \$24,000.00.

Item 3: To retain the services of Storino, Ramello & Durkin as Labor Counsel for the DuPage Water Commission

**Engineering & Construction Committee – Reported by Commissioner Loftus**

Commissioner Loftus reported that the Engineering & Construction Committee had reviewed and recommended for approval all action items listed on the Engineering & Construction Agenda. After Commissioner Loftus provided a brief summary of each item, he welcomed any questions.

Hearing none, Commissioner Loftus moved to adopt item numbers 2 through 7 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Saverino and unanimously approved by a Roll Call Vote.

## Minutes of the 2/20/14 Commission Meeting

Ayes: J. Broda, L. Crawford, D. Loftus, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess, and J. Zay

Nays: None

Absent: R. Furstenau, C. Janc, W. Murphy, and J.B. Webb

Item 2: Resolution No. R-1-14: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 at the February 20, 2014 DuPage Water Commission Meeting (Divane Bros. Electric Co. - increase not-to-exceed limit to \$9,507.59)

Item 3: Resolution No. R-2-14: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 (McWilliams Electric Co. Inc. - estimated not-to-exceed \$2,000.00)

Item 4: Resolution No. R-3-14: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the February 20, 2014, DuPage Water Commission Meeting (John Neri Construction Co., Inc. estimated range of \$35,000.00 - \$45,000.00)

Item 5: Resolution No. R-4-14: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with AECOM Technical Services, Inc. (AECOM Technical Services, Inc. cost not-to-exceed \$5,000.00 per assignment)

Item 6: Resolution No. R-5-14: A Resolution Suspending the Purchasing Procedures and Authorize the General Manager to Continue to use the consulting services of SPI Consulting in an amount not-to-exceed \$24,000.00

Item 7: To authorize the General Manager to execute a three (3) year Janitorial Services Contract with Eco Clean Maintenance for services at the DuPage Pumping Station in the amount of \$56,479.80.

Commissioner Loftus concluded his report by noting a couple leaks in the Commission's water main; one in City of Wheaton and one in the Village of Itasca. The Commission is in the process of isolating and fixing the damage and noted that the Board would be kept up-to-date on the progress.

Chairman Zay thanked General Manager Spatz and staff for addressing these water main leaks so quickly noting that General Manager Spatz had been keeping the Commission's legal team informed every step of the way.

**ACCOUNTS PAYABLE**

Commissioner Suess moved to approve the Accounts Payable in the total amount of \$15,540,168.74 for the December 2013 disbursements (made with concurrence of Commission's Chairman) and the January 2014 disbursement subject to submission of all contractually required documentation, for invoices that have been received and for invoices that have not yet been received but have been estimated, as revised.  
Seconded by Commissioner Russo and unanimously approved by a Roll Call Vote:

Ayes: J. Broda, L. Crawford, D. Loftus, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess, and J. Zay

Nays: None

Absent: R. Furstenau, C. Janc, W. Murphy, and J.B. Webb

**CHAIRMAN'S REPORT**

Chairman Zay began by thanking Commissioner Pruyn for the nice reception from the DuPage Mayors and Managers Conference which met the night before. Chairman Zay informed the Board members that the presentation that he and General Manager Spatz provided reflected the Commission's positive financial changes from 2011 to present day. Commissioner Pruyn thanked Chairman Zay and General Manager Spatz for attending and sharing the Commission's impressive story adding that he felt that the presentation was well received. Chairman Zay also thanked General Manager Spatz for preparing a good presentation noting that it really showed how much the Commission had turned around.

Chairman Zay concluded his report by informing the Board that John J. Millner and Associates had been keeping a close eye on several pieces of legislation involving the Commission, specifically two Bills created by The Suburban Water Task Force, a sub-group established by the West Central Municipal, aimed at establishing the Water Rate Protection Act which would regulate Lake Michigan water. Chairman Zay noted that he would keep the Board members informed when/if anything develops.

**OMNIBUS VOTE REQUIRING MAJORITY VOTE**

None

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

None

**OLD BUSINESS**

None

## Minutes of the 2/20/14 Commission Meeting

### **NEW BUSINESS**

General Manager Spatz informed the Board that he and Chairman Zay are scheduled to meet with Commissioner Tom Powers of the Department of Water Management for the City of Chicago regarding a couple of items; 1) the possibility of amending the Water Contract between the Chicago of Chicago and the Commission to include some water rate safeguards and 2) the discussion of insurance coverage for the Lexington Pumping Station should something catastrophic happen, the Commission would be protected.

### **EXECUTIVE SESSION**

Commissioner Russo moved to go into Executive Session to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2). Seconded by Commissioner Broda and unanimously approved by a Roll Call Vote:

Ayes: J. Broda, L. Crawford, D. Loftus, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess, and J. Zay

Nays: None

Absent: R. Furstenau, C. Janc, W. Murphy, and J.B. Webb

The Board went into Executive Session at 7:15 P.M.

Commissioner Broda moved to come out of Executive Session at 7:23 P.M. Seconded by Commissioner Russo and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Suess moved to adjourn the meeting at 7:24 P.M. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

**TO:** Chairman and Commissioners  
**FROM:** Douglas Ellsworth, Treasurer *DE*  
**DATE:** March 11, 2014  
**SUBJECT:** TREASURER'S REPORT – FEBRUARY 28, 2014

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of February, 2014. I have also reviewed the monthly financial statements and budget status reports, and have found them to be in order.

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

1. Cash and investments totaled \$71.7 million at February 28<sup>th</sup>, up \$2.1 million from last month. The increase can be attributed to strong cash flow from operations.
2. The balance in the BMO Harris checking account decreased \$179,873 during the month, resulting in an ending balance of \$2,723,668.
3. The BMO Harris money market account balance increased \$2.0 million during the month, for a total of \$12.9 million.
4. The IIIT money market account used by PFM had \$4.9 million at February 28<sup>th</sup>, which is an increase of \$2.5 million over last month's ending balance. There were several investments that matured or were sold late in the month for which the proceeds were not yet invested.
5. PFM increased our investment in U.S. treasuries by \$3.0 million during February. Our investment in agencies and commercial paper fell \$1.7 million and \$3.2 million, respectively.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. The Commission's cash and investment position is \$6.8 million better than the start of the fiscal year. The following table presents a summary of the changes in cash position by account.

**Cash and Investments by Account**

Operations & Maintenance	\$8,451,017	\$14,422,090	\$ 5,971,073
Bond Interest	120,200	24,342	(95,858)
Bond Principal	3,580,200	1,164,450	(2,415,750)
General Account	7,926,657	9,231,375	1,304,718
Sales Tax	9,158,084	9,179,519	21,435
Operating Reserve	34,182,436	34,405,817	223,381
Long-Term Cap. Reserve	1,545,423	3,306,087	1,760,664
<b>Total Cash &amp; Investments</b>	<b>\$64,964,017</b>	<b>\$71,733,680</b>	<b>\$ 6,769,663</b>

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

1. The average yield to maturity on the Commission's investments was 0.51%, down slightly from the 0.52% reported last month.
2. The portfolio is showing unrealized gains of \$26,709 at February 28<sup>th</sup>, compared to unrealized losses of \$179,184 last month. At April 30, 2013 the fair market value of our investments exceeded amortized cost by \$205,000.
3. The amortized cost of our investments was \$69.0 million at February 28<sup>th</sup>, an increase of \$2.2 million from last month. The increase can be attributed to the net transfer of \$2 million to the BMO Harris money market account.

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

1. The statement of cash flows shows cash & investments increasing \$6.8 million over the past ten months.
2. Operating activities increased cash by \$7.5 million.
3. \$28.7 million of sales tax revenue was received.
4. Debt service payments totaled \$29.6 million.
5. Investment earnings totaled \$466,491.

**Reserve Analysis (Page 10)**

1. The reserve analysis report shows the commission has met or exceeded all reserve targets at February 28<sup>th</sup>.
2. The Operating Reserve account is \$294,428 over its target of \$34.1 million.
3. The O & M account has \$14.4 million, compared to the target of \$8.1 million.
4. The General Account has \$9.2 million, and the Sales Tax Account has \$9.1 million.
5. There was \$41.4 million of debt outstanding at February 28<sup>th</sup>, a reduction of \$1.1 million from last month. For the year, \$29.1 million of debt has been retired.

Respectfully submitted,



Douglas R. Ellsworth, CPA  
Treasurer

DU PAGE WATER COMMISSION  
 TREASURER'S REPORT  
 SUMMARY OF CASH AND INVESTMENTS  
 February 28, 2014

FUNDS CONSIST OF:	February 28, 2014	January 31, 2014	INCR. - (DECR.)
PETTY CASH	1,200.00	1,200.00	0.00
CASH AT HARRIS BANK	2,723,667.51	2,903,540.14	(179,872.63)
<b>TOTAL CASH</b>	<b>2,724,867.51</b>	<b>2,904,740.14</b>	<b>(179,872.63)</b>
IIIT MONEY MARKET FUNDS	4,865,339.16	2,324,595.06	2,540,744.10
BMO HARRIS MONEY MARKET FUNDS	12,886,015.17	10,885,783.32	2,000,231.85
U. S. TREASURY INVESTMENTS	21,399,515.60	18,404,887.25	2,994,628.35
U. S. AGENCY INVESTMENTS	18,380,568.10	20,033,557.09	(1,652,988.99)
MUNICIPAL BONDS	4,455,367.86	4,924,868.06	(469,500.20)
COMMERCIAL PAPER	5,049,007.06	8,223,562.70	(3,174,555.64)
CERTIFICATES OF DEPOSIT	1,973,000.00	1,973,000.00	0.00
<b>TOTAL INVESTMENTS</b>	<b>69,008,812.95</b>	<b>66,770,253.48</b>	<b>2,238,559.47</b>
<b>TOTAL CASH AND INVESTMENTS</b>	<b>71,733,680.46</b>	<b>69,674,993.62</b>	<b>2,058,686.84</b>
	<b>February 28, 2014</b>	<b>January 31, 2014</b>	<b>% CHANGE</b>
IIIT MONEY MARKET FUNDS	7.2%	3.4%	109.3%
BMO HARRIS MONEY MARKET FUNDS	18.7%	16.3%	18.4%
U. S. TREASURY INVESTMENTS	31.0%	27.6%	16.3%
U. S. AGENCY INVESTMENTS	26.6%	30.0%	-8.3%
MUNICIPAL BONDS	6.5%	7.4%	-9.5%
COMMERCIAL PAPER	7.3%	12.3%	-38.6%
CERTIFICATES OF DEPOSIT	2.9%	3.0%	0.0%
<b>TOTAL INVESTMENTS</b>	<b>100.2%</b>	<b>100.0%</b>	<b>3.4%</b>

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
February 28, 2014

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 02/28/14
<b>Water Fund Oper. &amp; Maint. Acct. (01-1211.03)</b>										
BMO Harris - Money Market	0.164%	02/28/14	03/01/14	1	0.164%	11,697,222.97	11,697,222.97	-	11,697,222.97	-
<b>Revenue Bond Interest Account (01-1212)</b>										
BMO Harris	0.000%	02/28/14	03/01/14		0.000%	\$ 24,342.20	\$ 24,342.20	\$ -	\$ 24,342.20	\$ -
<b>Revenue Bond Principal (01-1213)</b>										
BMO Harris	0.000%	02/28/14	03/01/14		0.000%	\$ 1,164,450.00	\$ 1,164,450.00	\$ -	\$ 1,164,450.00	\$ -
<b>Water Fund General Account (01-1217 &amp; 1217.01)</b>										
IIIT - Money Market	0.030%	02/28/14	03/01/14	1	0.030%	3,258,586.04	3,258,586.04	-	3,258,586.04	-
Bank of Tokyo Mitsubishi CP	0.000%	12/05/13	03/05/14	5	0.200%	2,000,000.00	1,999,955.56	955.56	1,999,000.00	-
Societe Generale NA CP	0.000%	12/13/13	03/13/14	13	0.250%	2,000,000.00	1,999,833.34	1,083.34	1,998,750.00	-
CD - PrivateBank & Trust	0.850%	04/20/12	04/21/14	52	0.850%	245,000.00	245,000.00	-	245,000.00	3,879.73
CD - Israel Discount Bank of NY	0.700%	04/20/12	04/21/14	52	0.700%	246,000.00	246,000.00	-	246,000.00	3,208.11
CD - Onwest Bank	0.750%	04/20/12	04/21/14	52	0.750%	246,000.00	246,000.00	-	246,000.00	3,437.26
CD - Orrstown Bank	0.700%	04/20/12	04/21/14	52	0.700%	246,000.00	246,000.00	-	246,000.00	3,208.11
CD - National Republic Bank	0.650%	04/24/12	04/24/14	55	0.650%	246,000.00	246,000.00	-	246,000.00	2,961.44
CD - Avenue Bank, TN	0.380%	04/30/13	04/30/14	61	0.380%	248,000.00	248,000.00	-	248,000.00	787.48
CD - Bank of China, NY	0.500%	04/30/13	04/30/14	61	0.500%	248,000.00	248,000.00	-	248,000.00	828.93
CD - Bank of the West	0.400%	04/30/13	04/30/14	61	0.400%	248,000.00	248,000.00	-	248,000.00	1,036.16
					0.240%	\$ 9,231,586.04	\$ 9,231,374.94	\$ 2,038.90	\$ 9,229,336.04	\$ 19,347.22
Weighted Avg Maturity			12							

(F)

DU PAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 February 28, 2014

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 02/28/14
Sales Tax Funds (01-1230 & 01-1230.01)										
IIIT - Money Market	0.030%	02/28/14	03/01/14	1	0.030%	1,559,005.97	1,559,005.97	-	1,559,005.97	-
US Treasury Notes	1.000%	04/30/12	05/15/14	76	0.290%	750,000.00	751,102.72	(9,737.12)	760,839.84	2,196.13
US Treasury Notes	2.375%	03/21/13	10/31/14	245	0.230%	375,000.00	380,352.31	(7,582.26)	387,934.57	2,976.95
US Treasury Notes	2.500%	09/05/13	03/13/15	378	0.390%	475,000.00	485,824.31	(4,817.29)	490,641.60	4,958.79
US Treasury Notes	1.750%	09/06/12	07/31/15	518	0.290%	300,000.00	306,193.87	(6,450.66)	312,644.53	420.58
US Treasury Notes	1.375%	11/29/12	11/30/15	640	0.350%	225,000.00	229,020.70	(2,825.98)	231,846.68	773.44
US Treasury Notes	2.000%	01/30/13	01/31/16	702	0.440%	35,000.00	36,043.93	(577.55)	36,621.48	56.08
US Treasury Notes	0.375%	02/04/14	01/31/16	702	0.310%	200,000.00	200,249.92	(7.89)	200,257.81	60.08
US Treasury Notes	2.000%	03/28/13	04/30/16	792	0.380%	100,000.00	103,492.74	(1,483.82)	104,976.56	668.51
US Treasury Notes	3.250%	05/10/13	06/30/16	853	0.410%	150,000.00	159,900.60	(3,341.59)	163,242.19	808.01
US Treasury Notes	3.250%	05/22/13	06/30/16	853	0.440%	150,000.00	159,468.11	(3,012.36)	162,480.47	808.01
US Treasury Notes	3.250%	05/24/13	06/30/16	853	0.530%	200,000.00	213,019.23	(4,254.21)	217,273.44	1,077.35
US Treasury Notes	1.000%	02/27/14	08/31/16	915	0.490%	250,000.00	253,154.30	-	253,154.30	20.38
US Treasury Notes	0.875%	11/27/13	11/30/16	1,006	0.580%	250,000.00	251,976.11	(172.33)	252,148.44	546.88
US Treasury Notes	0.875%	10/31/13	11/30/16	1,006	0.620%	350,000.00	352,420.17	(286.86)	352,707.03	765.63
Regional Trans Auth, IL Rev Bonds	1.064%	06/26/12	06/01/14	93	1.060%	165,000.00	165,000.00	-	165,000.00	438.90
MD ST Econ Dev Corp Rev Bonds	0.750%	10/31/12	06/01/15	458	0.730%	170,000.00	170,041.20	(43.80)	170,085.00	318.75
IL ST Unemployment Rev Bonds	5.000%	07/31/12	06/15/15	472	0.850%	200,000.00	210,602.62	(12,895.38)	223,498.00	2,111.11
OR ST GO Bonds	0.497%	02/13/13	08/01/15	519	0.500%	100,000.00	100,000.00	-	100,000.00	41.42
IN ST Bonds Tax Rev	0.919%	12/23/13	01/15/16	686	0.920%	150,000.00	150,000.00	-	150,000.00	176.14
CA ST Taxable GO Bonds	1.250%	10/22/13	11/01/16	977	1.090%	100,000.00	100,419.10	(49.90)	100,469.00	402.78
FHLMC Notes	0.625%	04/30/12	12/29/14	304	0.480%	750,000.00	750,910.61	(2,006.89)	752,917.50	807.29
Federal Home Loan Bank Bonds	0.500%	01/23/14	06/12/15	469	0.260%	275,000.00	275,860.52	(59.63)	275,920.15	301.74
Fannie Mae Global Notes	0.375%	11/16/12	12/21/15	661	0.450%	175,000.00	174,761.59	169.34	174,592.25	127.60
FHLB (CALLABLE) Global Notes	0.375%	12/30/13	12/30/15	670	0.390%	150,000.00	149,958.80	3.80	149,955.00	95.31
Fannie Mae Global Notes	0.500%	02/14/13	03/30/16	761	0.540%	115,000.00	114,912.43	43.53	114,868.90	241.18
Fannie Mae Global Notes	0.500%	08/29/13	03/30/16	761	0.710%	150,000.00	149,355.07	154.57	149,200.50	314.58
FNMA Notes	1.250%	10/01/13	09/28/16	943	0.750%	70,000.00	70,892.90	(141.00)	71,033.90	371.88
FNMA Notes	1.250%	10/01/13	09/28/16	943	0.750%	105,000.00	106,360.74	(214.90)	106,575.64	557.81
BNP Paribas Finance Inc. CP	0.000%	08/26/13	03/03/14	3	0.370%	450,000.00	449,990.75	855.62	449,135.13	-
HSBC USA Inc. CP	0.000%	02/27/14	08/25/14	178	0.370%	300,000.00	299,660.75	3.83	299,656.92	-
JP Morgan Securities CP	0.000%	02/27/14	09/25/14	209	0.370%	300,000.00	299,566.66	2.08	299,564.58	-
					0.392%	\$ 9,094,005.97	\$ 9,179,518.73	\$ (58,728.65)	\$ 9,238,247.38	\$ 22,443.31
					Weighted Avg Maturity		399			

DU PAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 February 28, 2014

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 02/28/14
Water Fund Operating Reserve (01-1218)										
IIT - Money Market	0.030%	02/28/14	03/01/14	1	0.030%	41,595.47	41,595.47	-	41,595.47	-
US Treasury Notes	2.375%	04/24/12	02/28/15	365	0.410%	125,000.00	127,447.00	(2,826.50)	130,273.50	8.07
US Treasury Notes	2.375%	02/25/13	02/28/15	365	0.280%	600,000.00	612,517.56	(12,795.24)	625,312.80	38.72
US Treasury Notes	2.375%	11/16/12	02/28/15	365	0.280%	650,000.00	663,575.07	(13,847.13)	677,422.20	41.95
US Treasury Notes	1.875%	03/30/12	06/30/15	487	0.580%	225,000.00	228,878.72	(4,365.50)	233,244.22	699.24
US Treasury Notes	1.875%	03/30/12	06/30/15	487	0.580%	650,000.00	661,205.20	(12,611.45)	673,816.65	2,020.03
US Treasury Notes	1.750%	09/06/12	07/31/15	518	0.330%	425,000.00	433,540.16	(6,102.36)	439,642.52	595.82
US Treasury Notes	1.750%	06/27/12	07/31/15	518	0.460%	550,000.00	560,056.27	(8,892.88)	568,949.15	771.06
US Treasury Notes	1.250%	03/30/12	10/31/15	610	0.650%	200,000.00	201,968.70	(2,796.90)	204,765.60	835.64
US Treasury Notes	1.250%	03/30/12	10/31/15	610	0.650%	455,000.00	459,478.78	(6,362.96)	465,841.74	1,901.07
US Treasury Notes	2.125%	01/28/14	12/31/15	671	0.360%	775,000.00	799,992.87	(1,163.38)	801,156.25	2,729.63
US Treasury Notes	0.375%	02/04/14	01/31/16	702	0.310%	1,100,000.00	1,101,374.57	(43.40)	1,101,417.97	330.46
US Treasury Notes	1.000%	02/11/14	08/31/16	915	0.550%	465,000.00	470,200.36	(85.38)	470,285.74	12.64
US Treasury Notes	1.000%	08/29/13	08/31/16	915	0.820%	1,475,000.00	1,481,722.43	(1,343.98)	1,483,066.41	40.08
US Treasury Notes	1.000%	03/06/13	10/31/16	976	0.490%	1,500,000.00	1,520,236.85	(7,419.40)	1,527,656.25	5,013.81
US Treasury Notes	4.625%	01/10/14	02/15/17	1,083	0.920%	425,000.00	470,847.66	(2,081.05)	472,928.71	760.19
US Treasury Notes	1.000%	02/27/14	03/31/17	1,127	0.730%	1,825,000.00	1,839,828.13	-	1,839,828.13	7,721.15
US Treasury Notes	0.625%	03/12/13	05/31/17	1,188	0.720%	1,100,000.00	1,096,813.41	938.41	1,095,875.00	1,718.75
US Treasury Notes	0.500%	08/15/12	07/31/17	1,249	0.740%	100,000.00	99,573.74	206.56	99,367.18	260.99
US Treasury Notes	0.625%	10/31/12	09/30/17	1,310	0.750%	300,000.00	298,721.21	619.65	298,101.56	782.97
US Treasury Notes	0.750%	11/01/12	10/31/17	1,341	0.740%	100,000.00	100,043.29	199.49	99,843.80	250.69
US Treasury Notes	0.625%	11/05/12	10/31/17	1,341	0.740%	175,000.00	175,075.77	349.12	174,726.65	438.71
US Treasury Notes	0.750%	03/08/13	02/28/18	1,461	0.850%	1,500,000.00	1,494,142.34	1,407.96	1,492,734.38	30.57
US Treasury Notes	0.625%	05/10/13	04/30/18	1,522	0.810%	625,000.00	620,206.89	895.37	619,311.52	1,305.68
Regional Trans Auth, IL Rev Bonds	1.064%	06/26/12	06/01/14	93	1.060%	100,000.00	100,000.00	(457.00)	100,457.00	266.00
Regional Trans Auth, IL Rev Bonds	1.064%	06/26/12	06/01/14	93	1.060%	185,000.00	185,000.00	(845.45)	185,845.45	492.10
Regional Trans Auth, IL Rev Bonds	1.064%	06/26/12	06/01/14	93	1.060%	200,000.00	200,000.00	(914.00)	200,914.00	532.00
MD ST Econ Dev Corp Rev Bonds	0.750%	10/31/12	06/01/15	458	0.730%	120,000.00	120,029.08	(24.92)	120,054.00	225.00
MD ST Econ Dev Corp Rev Bonds	0.750%	10/31/12	06/01/15	458	0.730%	270,000.00	270,065.43	(56.07)	270,121.50	506.25
MD ST Econ Dev Corp Rev Bonds	0.750%	10/31/12	06/01/15	458	0.730%	300,000.00	300,072.70	(62.30)	300,135.00	562.50
IL ST Unemployment Rev Bonds	5.000%	07/31/12	06/15/15	472	0.850%	200,000.00	210,602.62	(9,345.38)	219,948.00	2,111.11
OR ST GO Bonds	0.497%	02/13/13	08/01/15	519	0.500%	135,000.00	135,000.00	41.85	134,958.15	55.91
IN ST Bonds Tax Rev	0.919%	12/23/13	01/15/16	686	0.920%	350,000.00	350,000.00	-	350,000.00	411.00
CA ST GO Bonds	1.050%	03/27/13	02/01/16	703	0.930%	275,000.00	275,628.48	(301.02)	275,929.50	240.63
IL ST Unemployment Rev Bonds	5.000%	07/31/12	06/15/16	838	1.050%	100,000.00	108,901.01	(4,936.99)	113,838.00	1,055.56
IL ST Unemployment Rev Bonds	5.000%	07/31/12	06/15/16	838	1.050%	300,000.00	326,703.03	(14,810.97)	341,514.00	3,166.67
IN ST Bond Bank Txbl Rev Bonds	1.022%	06/05/13	07/15/16	868	1.020%	275,000.00	275,000.00	-	275,000.00	359.12
CA ST Taxable GO Bonds	1.750%	10/22/13	11/01/17	1,342	1.660%	700,000.00	702,302.59	(196.41)	702,499.00	3,947.22

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DU PAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 February 28, 2014

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 02/28/14
Water Fund Operating Reserve (01-1218) Continued...										
Fannie Mae Global Notes	0.375%	03/30/12	03/16/15	381	0.600%	425,000.00	423,995.60	(1,399.22)	425,394.82	730.47
Fannie Mae Global Notes	0.375%	03/30/12	03/16/15	381	0.600%	1,000,000.00	997,636.71	(3,292.29)	1,000,929.00	1,718.75
Fannie Mae Global Notes	0.500%	04/23/12	05/27/15	453	0.550%	750,000.00	749,538.16	(2,633.84)	752,172.00	979.17
Freddie Mac Global Notes	0.500%	07/30/12	08/28/15	546	0.470%	630,000.00	630,289.06	(1,099.46)	631,388.52	8.75
Fannie Mae Global Notes	0.375%	11/16/12	12/21/15	661	0.450%	165,000.00	164,775.21	227.15	164,548.06	120.31
Fannie Mae Global Notes	0.375%	11/16/12	12/21/15	661	0.450%	275,000.00	274,625.36	378.59	274,246.77	200.52
Fannie Mae Global Notes	0.375%	11/16/12	12/21/15	661	0.450%	300,000.00	299,591.30	413.00	299,178.30	218.75
FNMA Notes	0.375%	11/16/12	12/21/15	661	0.430%	650,000.00	649,399.58	1,179.93	648,219.65	473.96
FHLB (CALLABLE) Global Notes	0.375%	12/30/13	12/30/15	670	0.390%	675,000.00	674,814.60	17.10	674,797.50	428.91
Fannie Mae Global Notes	0.500%	02/14/13	03/30/16	761	0.540%	270,000.00	269,794.40	80.60	269,713.80	566.25
Fannie Mae Global Notes	0.500%	02/14/13	03/30/16	761	0.540%	540,000.00	539,588.79	161.19	539,427.60	1,132.50
Freddie Mac Global Notes	0.500%	03/07/13	05/13/16	805	0.500%	960,000.00	959,959.61	17.21	959,942.40	1,440.00
FHLMC Notes	2.500%	03/30/12	05/27/16	819	0.960%	200,000.00	206,796.23	(5,682.17)	212,478.40	1,305.56
FHLMC Notes	2.500%	03/30/12	05/27/16	819	0.960%	500,000.00	516,990.58	(14,205.42)	531,196.00	3,263.89
FNMA Notes	1.250%	03/30/12	09/28/16	943	1.060%	200,000.00	200,937.56	(3,468.64)	204,406.20	1,062.50
FNMA Notes	1.250%	03/30/12	09/28/16	943	1.060%	500,000.00	502,343.89	(8,671.61)	511,015.50	2,656.25
FHLMC Notes	0.875%	10/01/13	10/14/16	959	0.770%	1,000,000.00	1,002,631.40	(408.60)	1,003,040.00	3,329.86
Freddie Mac Global Notes	1.000%	10/31/13	06/29/17	1,217	0.960%	800,000.00	801,021.47	(98.53)	801,120.00	1,377.78
Freddie Mac Global Notes	1.000%	07/31/12	07/28/17	1,246	0.860%	125,000.00	125,574.87	(167.38)	125,742.25	114.58
Freddie Mac Global Notes	1.000%	07/31/12	07/28/17	1,246	0.860%	300,000.00	301,379.68	(401.72)	301,781.40	275.00
Fannie Mae Global Notes	0.875%	09/06/12	08/28/17	1,277	0.820%	200,000.00	200,351.43	429.43	199,922.00	4.86
Fannie Mae Global Notes	0.875%	09/06/12	08/28/17	1,277	0.820%	475,000.00	475,834.65	1,019.90	474,814.75	11.55
Fannie Mae Global Notes	0.875%	11/27/13	10/26/17	1,336	0.820%	1,300,000.00	1,290,668.51	613.51	1,290,055.00	3,949.65
Freddie Mac Global Notes	0.875%	03/27/13	03/07/18	1,468	0.930%	450,000.00	449,031.16	219.16	448,812.00	1,903.13
Freddie Mac Global Notes	0.875%	03/12/13	03/07/18	1,468	1.020%	1,100,000.00	1,093,535.33	1,521.33	1,092,014.00	4,652.08
Fannie Mae Global Notes	0.875%	05/24/13	05/21/18	1,543	0.540%	500,000.00	493,540.03	1,115.03	492,425.00	1,215.28
Fannie Mae Global Notes	0.875%	05/22/13	05/21/18	1,543	0.540%	1,000,000.00	992,824.63	1,274.63	991,550.00	2,430.56
					0.693%	\$ 34,186,595.47	\$ 34,405,817.19	\$ (142,890.73)	\$ 34,548,707.92	\$ 77,809.86
					Weighted Avg Maturity					923

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DU PAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 February 28, 2014

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	AMORTIZED COST	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 02/28/14	
Water Fund L-T Water Capital Reserve (01-1219)											
IIIT - Money Market (PFM Asset Management)	0.030%	02/28/14	03/01/14	1	0.030%	6,151.68	6,151.68	-	6,151.68	-	
US Treasury Notes	2.750%	10/21/13	11/30/16	1,006	0.690%	160,000.00	168,960.42	(1,158.33)	170,118.75	1,100.00	
US Treasury Notes	2.750%	12/13/13	11/30/16	1,006	0.670%	170,000.00	179,641.47	(744.47)	180,385.94	1,168.75	
US Treasury Notes	0.875%	12/26/13	02/28/17	1,096	0.910%	460,000.00	459,559.84	27.03	459,532.81	10.94	
US Treasury Notes	0.625%	08/13/13	05/31/17	1,188	1.030%	180,000.00	177,665.41	386.50	177,278.91	281.25	
US Treasury Notes	0.625%	02/05/14	05/31/17	1,188	0.850%	185,000.00	183,682.30	26.44	183,655.86	289.06	
US Treasury Notes	0.750%	12/31/13	02/28/18	1,461	1.380%	485,000.00	473,236.58	475.25	472,761.33	9.88	
US Treasury Notes	0.625%	05/13/13	04/30/18	1,522	0.820%	180,000.00	178,543.28	272.97	178,270.31	376.04	
US Treasury Notes	0.625%	05/15/13	04/30/18	1,522	0.820%	180,000.00	178,560.30	268.89	178,291.41	376.04	
Freddie Mac Global Notes	1.000%	02/11/14	06/29/17	1,217	0.960%	175,000.00	175,247.97	(4.03)	175,252.00	301.39	
Freddie Mac Global Notes	1.000%	10/31/13	06/29/17	1,217	0.960%	200,000.00	200,255.37	(24.63)	200,280.00	344.44	
Fannie Mae Global Notes	0.875%	12/26/13	10/26/17	1,336	1.310%	460,000.00	452,861.03	345.23	452,515.80	1,397.57	
Fannie Mae Global Notes	1.625%	12/31/13	11/27/18	1,733	1.780%	475,000.00	471,721.27	112.77	471,608.50	2,015.45	
					1.129%	\$ 3,316,151.68	\$ 3,306,086.92	\$ (16.38)	\$ 3,306,103.30	\$ 7,670.81	
					Weighted Avg Maturity					1,333	
					TOTAL ALL FUNDS	0.512%	\$ 68,714,354.33	\$ 69,008,812.95	\$ (199,596.86)	\$ 69,208,409.81	\$ 127,271.20
February 28, 2014					90 DAY US TREASURY YIELD	0.05%			Longest Maturity	1,733 \$ 475,000.00	
					3 month US Treasury Bill Index	0.05%					
					0-3 Year US Treasury Index	0.27%					
					1-3 Year US Treasury Index	0.33%					
					1-5 Year US Treasury Index	0.64%					



DUPAGE WATER COMMISSION  
ELMHURST, ILLINOIS  
TREASURER'S REPORT  
STATEMENT OF CASH FLOWS  
For the Period from April 30, 2013 to February 28, 2014

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CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 86,615,692
Cash payments to suppliers	(76,836,918)
Cash payments to employees	<u>(2,251,314)</u>
Net cash from operating activities	7,527,460

CASH FLOWS FROM NONCAPITAL

FINANCING ACTIVITIES

Cash received from sales taxes	28,681,911
Cash Received from water quality loans	<u>49,045</u>
Net cash from noncapital financing activities	28,730,956

CASH FLOWS FROM CAPITAL AND  
RELATED FINANCING ACTIVITIES

Interest paid	(516,896)
Principal Paid	(29,060,554)
Construction and purchase of capital assets	<u>(377,794)</u>
Net cash from capital and related financing activities	(29,955,244)

CASH FLOWS FROM INVESTING ACTIVITIES

Interest on investments	<u>466,491</u>
Net cash from investing activities	466,491

Net Increase (Decrease) in cash and investments 6,769,663

CASH AND INVESTMENTS, APRIL 30 64,964,017

CASH AND INVESTMENTS, FEBRUARY 28 \$ 71,733,680

February 28, 2014  
 TREASURER'S REPORT  
 DPWC MONTHLY CASH/OPERATING REPORT

	2/28/2014		
	TARGETED Reserve/Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
<b>TABLE 1</b>			
<b>RESERVE ANALYSIS</b>			
A .Operating Reserve	\$ 34,111,389	\$ 34,405,817	\$ 294,428
B. Long Term Water Capital Reserve	\$ 3,275,000	\$ 3,306,087	\$ 31,087
C. Principal Account	\$ 1,163,750	\$ 1,164,450	\$ 700
D. Interest Account	\$ 23,174	\$ 24,342	\$ 1,168
E. O+M Account	\$ 8,091,843	\$ 14,422,090	\$ 6,330,247
F. Current Construction Obligation and Customer Construction Escrows	\$ 75,987	\$ 75,987	\$ -
<b>TOTAL SUMMARY CASH + RESERVE ANALYSIS</b>	<b>\$ 46,741,143</b>	<b>\$ 53,398,774</b>	<b>\$ 6,657,631</b>

<b>TABLE 2</b>	
<b>OTHER CASH</b>	
G. General Fund	\$ 9,231,375
H. Sales Tax	\$ 9,103,532
<b>TOTAL TABLE 2-OTHER CASH</b>	<b>\$ 18,334,907</b>
<b>TOTAL MONTH END FUNDS CASH BALANCE-Table1+2</b>	<b>\$ 71,733,680</b>

Outstanding Balance  
2/28/14

<b>TABLE 3--DEBT</b>	
H. REVENUE BOND FINAL PAYMENT MAY-2016	\$ 28,376,300
I. NORTHERN TRUST BANK-NEXT PAYMENT OF \$20M DUE MAY-2016	\$ 13,000,000

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

DATE: March 11, 2014

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Finance Committee	<b>ORIGINATING DEPARTMENT</b>	Finance
<b>ITEM</b>	A Resolution Authorizing and Directing the Use of General Account Balances for the Payment of Debt Service on the Northern Trust Certificate of Debt  Resolution No. R-8-14	<b>APPROVAL</b>	 
Account Nos.: 01-1217			
Resolution No. R-8-14 would authorize the use of up to \$6 MM of the February 28, 2014, balance in the "general" account of the Water Fund, for payment (including prepayment) of debt service on the Northern Trust Certificate of Debt.			
<b>MOTION:</b> To adopt Resolution No. R-8-14.			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-8-14

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

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

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

WHEREAS, the Commission desires to utilize up to \$6,000,000.00 of the balance in the General Account as of February 28, 2014, for the payment (including prepayment) of debt service on the Certificate of Debt issued pursuant to Ordinance No. O-3-13: "AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Further Amending the \$40,000,000 Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser [The Northern Trust Company]";

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

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

Resolution No. R-8-14

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to apply up to \$6,000,000.00 of the balance in the General Account as of February 28, 2014, for the payment (including prepayment) of debt service on the Northern Trust Certificates of Debt notwithstanding any designation, restriction, or reservation contained in Resolution No. R-3-13, being "A Resolution Authorizing and Implementing a Reserve Fund Policy for the DuPage Water Commission."

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

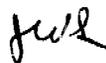
\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

DATE: March 14, 2014

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Administration Committee	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission  Resolution No. R-9-14	<b>APPROVAL</b>	 
Account Number: N/A			
<p>Resolution No. R-9-14 is a Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission. This Resolution authorizes the General Manager to dispose of the assets listed on Exhibit A to the Resolution or, if already disposed of, ratifies and confirms their disposal because these assets are or were no longer useful to the Commission.</p> <p>The computer and electronic equipment listed in Group 1 in Exhibit A will be donated to ATEN – Assistive Technology Exchange Network, A Program of United Cerebral Palsy of Greater Chicago, they refurbish and recycle donated computers and distributes them free of charge to children with disabilities.</p> <p style="text-align: center;">Assistive Technology Exchange Network 7550 W. 183<sup>rd</sup> Street Tinley Park, IL 60477 708-444-8460</p> <p>The computer and electronic equipment listed in Group 2 in Exhibit A will be donated to the New Landmark Missionary Baptist Church in Chicago for their after school program for low income children.</p> <p style="text-align: center;">New Landmark Missionary Baptist Church 2700 W. Wilcox Chicago, IL 60612 773-722-7555</p>			
<b>MOTION:</b> To adopt Resolution No. R-9-14			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-9-14

A RESOLUTION AUTHORIZING AND RATIFYING  
THE DISPOSAL OF CERTAIN PERSONAL PROPERTY  
OWNED BY THE DUPAGE WATER COMMISSION

WHEREAS, the DuPage Water Commission is authorized to sell or otherwise dispose of personal property pursuant to 65 ILCS 5/11-135-6; and

WHEREAS, in the opinion of the Board of Commissioners of the DuPage Water Commission, the personal property described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Property") is no longer necessary or useful to or for the best interests of the DuPage Water Commission to retain or, if already disposed of, was not necessary or useful to or for the best interests of the DuPage Water Commission to retain;

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

SECTION ONE: The Board of Commissioners of the DuPage Water Commission hereby finds and determines that the Property is no longer necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission will be served by its disposal or, if already disposed of, was not necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission were served by its disposal.

SECTION TWO: The General Manager is hereby authorized to dispose of the Property in such manner as the General Manager shall determine or, if already disposed

Resolution No. R-9-14

of, the Board of Commissioners of the DuPage Water Commission hereby ratifies and confirms its disposal.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**EXHIBIT A**

**Group 1**

Qty	<u>DWC Inventory # and/or S/N</u>	<u>Description</u>	<u>Date Purchased</u>	<u>Cost</u>
1	208, P1 766883	Panasonic RR-900D Cassette Transcriber	01/03/89	\$200.45
1	1294, 6J21JZS1A01M	HP ProLiant DL360	02/20/02	\$3,160.00
1	1317, SG2CP4719D	HP COLOR INKJET PRINTER 2600DN	04/15/03	\$1,298.00
1	1314, 209386	ACE P4	04/17/03	\$995.00
1	1325, D345LH72H074	HP ProLiant ML370 G3	11/11/03	\$5,397.00
1	5ZNTK31	Dell OptiPlex GX270 (old security/HVAC)	09/26/03	?
1	45B1G61	Dell OptiPlex GX280 (old metershop)	12/31/04	?
1	1338, EA02LH722L	HP ProLiant ML370 G3	04/12/04	\$5,389.00
1	1340, 212085	ACE P4 computer	02/10/04	\$1,245.00
1	1350, EA3TKJ4Z37	HP ProLiant ML370 G3	07/23/04	\$4,603.00
1	1359, 2UA4490227	HP Workstation XW6200	01/14/05	\$5,000.00
1	1367, 05267M4510004	Iiyama PLE511S monitor	01/27/05	\$900.00
1	2051036490	Premio P4 computer	11/30/05	\$1,040.00
1	2061003986	Premio P4 computer	04/12/06	\$1,060.00
1	2061003987	Premio P4 computer	04/12/06	\$1,060.00
1	2071000006	Premio Core 2 Duo computer	12/20/06	\$1,055.00
1	BE10083	ArcMail Defender U120	05/06/09	\$5,542.00
1	EA0LKVJZ4D	HP ProLiant DL320 G2	02/15/05	\$3,354.00
1	USE71810F5	HP ProLiant DL320S	05/14/07	\$6,900.00
13		Keyboards		
11		Mice		
12		5 port switch 10/100		

**Group 2**

Qty	<u>DWC Inventory # and/or S/N</u>	<u>Description</u>	<u>Date Purchased</u>	<u>Cost</u>
1	2061015940	Premio Core 2 Duo computer	12/20/06	\$1,315.00
1	2071000004	Premio Core 2 Duo computer	12/20/06	\$1,055.00
1	2071000005	Premio Core 2 Duo computer	12/20/06	\$1,055.00
1	2081002063	Premio Core 2 Duo computer	04/04/08	\$790.00
1	2081002066	Premio Core 2 Duo computer	04/04/08	\$790.00
5		Keyboards		
5		Mice		

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction
<b>ITEM</b>	<p>An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the DuPage County York Township Water Facility Metering Station and Authorizing the Execution of the DuPage County York Township Water Facility Metering Station Easement Agreement</p> <p>Ordinance No. O-1-14</p>	<p><b>APPROVAL</b></p> 	
<p>Pursuant to Ordinance No. O-3-12, the County of DuPage (the "County") and the Commission entered into an Intergovernmental Agreement (the "Agreement") that provides for the County to design and construct the County's Pressure Adjusting Station for the York Township Water Facility Service Area as a joint facility with the Commission's Metering Station for the York Township Water Facility Service Area.</p>			
<p>The joint facility will be constructed on a site owned by the County. Ordinance O-1-14 would approve the Easement Agreement between the County and the Commission for the location of the Commission's York Township Water Facility Metering Station, subject to resolution of any title issues, as required by the Agreement.</p>			
<p>In order to allow for the construction and maintenance of the joint facility and to provide access to the site, the County has also acquired three (3) additional easements, as follows: (a) an access and maintenance easement from Chicago Title Land Trust Company, not personally but as Trustee under Trust #866 and #867, created by Trust Agreements dated July 30, 1982, (b) an access and utility easement from Flagg Creek Water Reclamation District (f/k/a Hinsdale Sanitary District), and (c) an access and utility easement from Oak Brook Terrace Park District. Both the County and the Commission are grantees under those easements. Ordinance O-1-14 would also approve the access easements, which are attached as exhibits to the Easement Agreement between the County and the Commission.</p>			
<p><b>MOTION:</b> To adopt Ordinance No. O-1-14.</p>			

## DUPAGE WATER COMMISSION

## ORDINANCE NO. O-1-14

AN ORDINANCE REQUESTING THE INTERGOVERNMENTAL  
TRANSFER OF EASEMENT RIGHTS FOR THE DUPAGE COUNTY YORK  
TOWNSHIP WATER FACILITY METERING STATION AND AUTHORIZING THE  
EXECUTION OF THE DUPAGE COUNTY YORK TOWNSHIP WATER FACILITY  
METERING STATION EASEMENT AGREEMENT

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

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

WHEREAS, the County of DuPage (the "County") owns and operates a waterworks system serving several discrete and non-contiguous service areas (the "DuPage County Unit System"); and

WHEREAS, the Commission and the County have entered into a certain Water Purchase and Sale Contract dated as of July 13, 2006, for the sale by the Commission of Lake Michigan water to the County to serve the various discrete and non-contiguous service areas served by the DuPage County Unit System from time to time (the "DuPage County Contract"); and

WHEREAS, the service area known as the York Township Water Facility Service Area (formerly known as the York Center Service Area and subsequently enlarged) was an "Initially Excluded Service Area"; and

Ordinance No. O-1-14

WHEREAS, DuPage County has irrevocably elected to serve such Initially Excluded Service Area with water from the Commission; and

WHEREAS, pursuant to Ordinance No. O-3-12, adopted March 8, 2012, the County and the Commission entered into an intergovernmental agreement to provide for the County to design and construct the County's Pressure Adjusting Station for the York Township Water Facility Service Area as a joint facility with the Commission's Metering Station for the York Township Water Facility Service Area (the "York Township Joint Facility Agreement"); and

WHEREAS, the DuPage County Contract, as supplemented by the York Township Joint Facility Agreement, provides that the County is to furnish and install, and the Commission is to own, operate, maintain and repair, certain equipment and devices, together with certain structures and portions of its water distribution main, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the County at the connection point for the York Township Water Facility Service Area provided for under the York Township Joint Facility Agreement, and all antennas, masts, and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to the York Township Water Facility Service Area, all remote telemetry units needed solely for communication between Commission facilities attributable to the York Township Water Facility Service Area, all electrical systems, including panels, conduits, raceways, duct banks, and utility services, needed solely for the operation of Commission facilities attributable to the York Township Water Facility Service Area, and all drainage systems, including drain pipes and structures, needed solely for the drainage of Commission facilities and

Ordinance No. O-1-14

property attributable to the York Township Water Facility Service Area, all as such facilities may be relocated, replaced, extended, or improved from time to time (collectively referred to as the "York Township Water Facility Metering Station"); and

WHEREAS, the York Township Joint Facility Agreement provides that the York Township Water Facility Metering Station is to be located at a site selected and provided by the County, subject to review and approval by the Commission; and

WHEREAS, the County has selected the site legally described in Exhibit 1 to Exhibit A attached hereto (the "York Township Water Facility Metering Station Easement Premises") for the location of the York Township Water Facility Metering Station; and

WHEREAS, the County is the owner of the York Township Water Facility Metering Station Easement Premises; and

WHEREAS, the Commission has determined that it will be necessary and convenient for it to use, occupy, and improve the York Township Water Facility Metering Station Easement Premises for the aforesaid public purpose of acquiring and operating its Waterworks System, and, in particular, to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the York Township Water Facility Metering Station; and

WHEREAS, the territory of the Commission is partly within and partly without the corporate limits of the County; and

WHEREAS, the County desires to grant, convey, warrant, and dedicate to the Commission a perpetual easement for such purposes at, in, under, and upon the York Township Water Facility Metering Station Easement Premises, and the Commission is willing to accept such easement, pursuant to the authority conferred by the Local

Ordinance No. O-1-14

Government Property Transfer Act, 50 ILCS 605/0.01 et seq. and other applicable authority; and

WHEREAS, the County is willing to grant to the Commission a perpetual easement for such purposes in consideration of the sum of Ten Dollars (\$10.00); and

WHEREAS, the County has further secured easements granting, conveying, warranting and dedicating to the Commission perpetual access easements upon, along, and across the sites legally described in Exhibits 3A, 3B and 3C to Exhibit A attached hereto (each being the "Access Easement Premises"), said easements being granted by (a) Chicago Title Land Trust Company, not personally but as Trustee under Trust #866 and #867, created by Trust Agreements dated July 30, 1982, (b) Flagg Creek Water Reclamation District (f/k/a Hinsdale Sanitary District), and (c) Oak Brook Terrace Park District, respectively; and

WHEREAS, the Commission has determined that it will be necessary and convenient for it to utilize each of the Access Easement Premises in connection with the aforesaid public purposes of acquiring and operating its Waterworks System, and, in particular, to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the York Township Water Facility Metering Station and the Commission is willing to accept such easements, pursuant to applicable authority.

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: An Easement Agreement by and between the Commission and the County, in the form attached hereto and incorporated herein and made a part hereof

Ordinance No. O-1-14

as Exhibit A, shall be and it hereby is approved subject to satisfaction of the conditions precedent to execution and attestation set forth in Section Four below.

SECTION THREE: The Access Easement Agreements, in the form set forth in Exhibits 3A, 3B and 3C to Exhibit A attached hereto and incorporated herein and made a part hereof, by and between the Commission and the respective parties set forth therein, shall be and they hereby are approved subject to satisfaction of the conditions precedent to execution and attestation set forth in Section Four below.

SECTION FOUR: The General Manager and the Clerk of the DuPage Water Commission shall be and they hereby are authorized to execute and attest, respectively, an Easement Agreement with the County in the form attached hereto as Exhibit A and the Access Easement Agreements in the form set forth in Exhibits 3A, 3B and 3C to Exhibit A attached hereto; provided, however, that they shall neither execute nor attest the Easement Agreement or the Access Easement Agreements on behalf of the Commission unless and until (a) the General Manager shall have been presented with copies of the Easement Agreement executed by the County and of the Access Easement Agreements executed by the respective parties thereto, (b) the General Manager shall have been presented with adequate evidence of merchantable fee simple title to the York Township Water Facility Metering Station Easement Premises being vested in the County, and (c) the General Manager shall have been presented with adequate evidence that the easement rights to be granted and insured to the Commission are free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the General Manager.

SECTION FIVE: Upon execution and attestation by the General Manager and the Clerk, respectively, the grant of easement for the York Township Water Facility

Ordinance No. O-1-14

Metering Station Easement Premises and the grants of easement set forth in the Access Easement Agreements shall be deemed accepted by the Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**EXHIBIT A**

**METERING STATION  
EASEMENT AGREEMENT**  
(DuPage County York Township MS-9D)

THIS EASEMENT AGREEMENT, made and entered into this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2014, by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission") and the COUNTY OF DuPAGE, a unit of local government created and existing under the laws of the State of Illinois and a customer of the Commission (the "Customer"),

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract, dated as of July 13, 2006 (the "DuPage County Contract"), as supplemented by a certain Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities for the York Township Water Facility Service Area, dated as of June 12, 2012 (the "Joint Facility Agreement"); and

WHEREAS, the Joint Facility Agreement provides that the Customer is to furnish and install, and the Commission is to own, operate, maintain, and repair, certain equipment and devices, together with certain structures and portions of its water distribution main, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Customer at the connection point for the York Township Water Facility Service Area provided for under the Joint Facility Agreement, and all antennas, masts, and appurtenant facilities for the Commission's Supervisory Control and Data

Acquisition Instrumentation System attributable to the York Township Water Facility Service Area, all remote telemetry units needed solely for communication between Commission facilities attributable to the York Township Water Facility Service Area, all electrical systems, including panels, conduits, raceways, duct banks, and utility services, needed solely for the operation of Commission facilities attributable to the York Township Water Facility Service Area, and all drainage systems, including drain pipes and structures, needed solely for the drainage of Commission facilities and property attributable to the York Township Water Facility Service Area, all as such facilities may be relocated, replaced, extended, or improved from time to time (collectively referred to as the "Metering Station"); and

WHEREAS, the Joint Facility Agreement provides that the Metering Station is to be located at a site selected and provided by the Customer, subject to review and approval by the Commission; and

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

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

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

WHEREAS, the Customer is the owner of the Easement Premises; and

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

WHEREAS, the Commission has duly adopted its Ordinance No. O-1-14 being "An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the DuPage County York Township Water Facility Metering Station MS-9D Site and Authorizing the Execution of the DuPage County York Township Water Facility Metering Station Easement Agreement," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.; and

WHEREAS, the Customer has duly adopted its Resolution No. PW-0006-13 being "A Resolution Approving the Intergovernmental Transfer of Easement Rights to the DuPage Water Commission," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.;

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

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

2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual easement to own, operate, maintain, test, inspect, remove, repair, and replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, together with all reasonable rights of ingress and egress along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. The Customer has further secured easements granting, conveying, warranting, and dedicating to the Commission, its successors and assigns, a perpetual access easements upon, along, and across the real properties legally described in Exhibits 3A, 3B and 3C attached hereto and by this reference incorporated herein and made a part hereof (each being the "Access Easement Premises").

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

4. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the Metering Station Easement Premises, the Access Easement Premises, or any adjoining lands of the Customer.

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

6. The Customer hereby reserves the right to use the Metering Station Easement Premises, the Access Easement Premises, and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any

manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Metering Station Easement Premises or the Access Easement Premises without the express prior written consent of the Commission, nor shall the Customer permanently or temporarily improve, damage, or obstruct the Metering Station Easement Premises or the Access Easement Premises in any manner that would impair the exercise by the Commission of the rights hereby granted.

7. The Customer agrees to indemnify and defend the Commission with respect to any and all claims or damages to persons or property which may arise directly from the negligence of the Customer, or its agents or employees, in the initial installation of the Metering Station and in performing any work on the Metering Station Easement Premises and the Access Easement Premises in conjunction with its rights pursuant to Paragraphs 5 and 6 hereof, and, except as otherwise provided in the Joint Facility Agreement, the Commission agrees to indemnify and defend the Customer with respect to any and all claims of damages to persons or property which may arise directly from the negligence of the Commission, or its agents or employees, in performing any work on the Metering Station Easement Premises and the Access Easement Premises in conjunction with its rights pursuant to Paragraph 2 hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times.

8. This Easement Agreement shall constitute and stand in the place of all Customer permits required by the Commission or its contractor to own, operate, maintain, test, inspect, repair, remove, or replace the Metering Station at, in, under, and

upon the Metering Station Easement Premises, and the Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any permits required from any county, state, or federal agency for or in connection with owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the Metering Station.

9. In the event that the DuPage County Contract is terminated without renewal with respect to the Customer, the Commission shall, within ninety (90) days, execute and deliver to the Customer an appropriate document evidencing the termination of this Easement Agreement and releasing the easement rights hereby granted and further documents terminating and releasing its easement rights in the Access Easement Premises. The Commission may, within said ninety (90) day period, in its own discretion, and at the Customer's expense, remove the Metering Station from the Metering Station Easement Premises. If the Commission fails to remove the Metering Station, as aforesaid, the Customer may take title to the Metering Station.

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

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

DUPAGE WATER COMMISSION

ATTEST:

By: \_\_\_\_\_  
General Manager

\_\_\_\_\_

COUNTY OF DuPAGE

ATTEST:

By:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
County Clerk

**EXHIBIT 1**

THAT PART OF LOT 5 IN LINCOLN CENTRE ASSESSMSNT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, BOTH IN TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R1984-91784 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 5, SOUTH 58 DEGREES 46 MINUTES 43 SECONDS WEST, A DISTANCE OF 39.96 FEET TO A POINT ON A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 5; THENCE ALONG THE LAST DESCRIBED PARALLEL LINE, NORTH 02 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 144.28 FEET; THENCE PERPENDICULAR TO SAID EAST LINE OF LOT 5 , NORTH 87 DEGREES 37 MINUTES 43 SECONDS EAST, A DISTANCE OF 35.00 FEET TO THE EAST LINE OF SAID LOT 5; THENCE ALONG SAID EAST LINE, SOUTH 02 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

SAID PROPERTY CONTAINS 4,712 SQUARE FEET OR 0.108 ACRES, MORE OR LESS

PROPERTY ADDRESS: VACENT LAND ON THE NORTH SIDE  
OF BUTTERFIELD ROAD EAST OF RENAISSANCE BLVD.,  
OAKBROOK TERRACE, ILLINOIS 60181

PARCEL NUMBER: 06-21-404-009 (FKA PT OF 06-21-404-004)

EXHIBIT 2-1

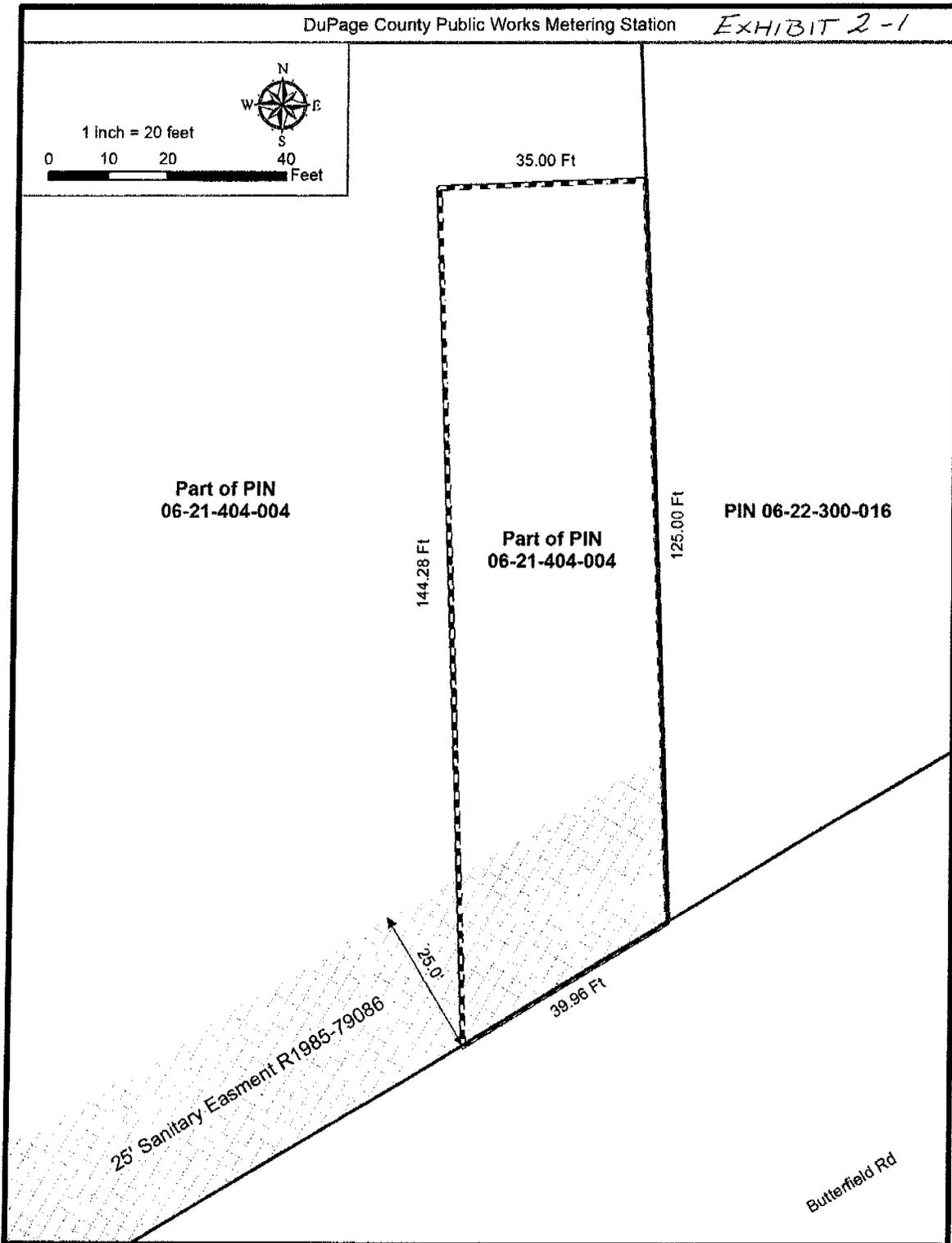






EXHIBIT 3A

LEGAL DESCRIPTION AND PERMANENT ACCESS EASEMENT OVER LAKES OF  
ROYCE RENISSANCE LOT 14 (THE "ACCESS EASEMENT PREMISES")

**OWNERS' GRANT AND  
CERTIFICATE  
OF PUBLIC ACCESS AND  
MAINTENANCE  
EASEMENT**

WHEREAS, the undersigned, Chicago Title Land Trust Company, not personally but as Trustee under Trust # 866 and #867, such Trusts each having been created by Trust Agreements dated July 30, 1982 (collectively the "Grantor") is the owner and developer of that certain parcel of real estate described on Exhibit 1 attached hereto (the "Development Parcel"); and

WHEREAS, the Development Parcel is situated within the unincorporated territory of the County of DuPage, Illinois, a body corporate and politic of the State of Illinois (the "County") and the County plans to construct on said Development Parcel, and on property adjacent thereto, a certain County-owned public water system (the "County Water System"); and

WHEREAS, the Grantor, or its successors or assigns may, in the future, develop the Development Parcel with multiple mixed-use buildings, which development would be facilitated by the County Water System; and

WHEREAS, to facilitate the construction of the County Water System, the Grantor did previously convey to the County a certain parcel of land legally described on Exhibit 2 attached hereto (the "Metering Station Parcel"), for use by the County in constructing thereon a so-called water metering station, a pressure adjusting station and other related improvements (the "Metering Station Improvements") to the specifications and requirements of the DuPage Water Commission (the "Water Commission"), to be used by both the Water Commission and the County in connection with the supply of Lake Michigan water to, and the operation of the County Water System; and

WHEREAS, the Metering Station Parcel is adjacent to the Development Parcel, and both the County and Water Commission require an Access and Maintenance Easement over a portion of the Development Parcel in order to periodically maintain the Metering Station Improvements; and

WHEREAS, the County agreed to accept the Metering Station Parcel only on the condition that the Grantor also grant and convey to the County and Water Commission an Access and Maintenance Easement over a portion of the Development Parcel as defined and described in Section 1 below; and

WHEREAS, the Grantor has designated a portion of the Development Parcel, legally described in Exhibit 3 attached hereto, (hereafter called the "Easement Premises.") over which the Grantor shall grant an Access and Maintenance Easement to the County and Water Commission; and

**WHEREAS**, the Grantor has designated a portion of the Development Parcel, legally described in Exhibit 4 attached hereto, (hereafter called the "Temporary Fence Easement") over which the Grantor shall grant a Two-Year Temporary Fence and Construction Easement to the County and Water Commission;

**NOW, THEREFORE**, in consideration of the construction by the County of the County Water System and the agreement of the Water Commission to provide the County Water System with a supply of Lake Michigan Water, of the acceptance by the County of title to the Metering Station Parcel, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and declare as follows:

1. **Grant of Access and Maintenance Easement Over the Easement Premises.** Subject to the rights reserved to the Grantor in Section 2 of this Easement, the Grantor does hereby grant and convey to the County and the Water Commission a right and easement of access ("Access and Maintenance Easement") over the Easement Premises (as described on Exhibit 3). The Access and Maintenance Easement is labeled "Access Easement" and depicted on the attached Easement Plat. The Access and Maintenance Easement is hereby granted to permit the County and Water Commission the right of ingress and egress over and across the Easement Premises for the purpose of accessing the Metering Station Parcel to inspect, maintain, repair, replace, service or reconstruct the Metering Station Improvements together with any equipment and appurtenances located thereon, and for all other purposes attendant to the County's and Water Commission's ownership and operation of the Metering Station. The Access and Maintenance Easement, including any future relocated Access and Maintenance Easement as hereinafter provided for in Section 2, shall be over open or paved portions of the Easement Premises on which the Grantees may drive vehicles, or operate motorized equipment, having a minimum width of eight feet and having Gross Vehicle Weight (GVW) ratings of up to 23,000 lbs. The Access and Maintenance Easement shall be free of landscaping, curbs, light fixtures, hydrants or other improvements and have adequate clearances, width and turning radius sufficient for ingress, egress and access to the Metering Station Parcel for vehicles, including trailers, of up to thirty-five feet (35') in length and requiring an overhead height clearance of at least fifteen feet (15'). Nothing herein shall prevent Grantor from (i) constructing any additional improvements upon the Premises that do not interfere with vehicular movements or (ii) fencing the Premises (or any portion thereof) or otherwise securing same, provided that any such improvements or fencing be constructed and installed in such manner that does not adversely affect the County's and Water Commission's ability to access the Metering Station Parcel.

2. **Grantor's Reserved Rights.** Subject to the limitations hereinafter set forth, and for the purpose of facilitating the future development of the Development Parcel, Grantor, for itself and its successors and assigns, expressly reserves the right to relocate the Access and Maintenance Easement, from time to time, within the Development Parcel. Grantor shall exercise the rights herein reserved by proposing to the County and the Water Commission a specific relocated access and maintenance easement having all of the characteristics, dimensions and properties of the Access and Maintenance Easement as set forth in Section 1 of this Easement. Grantor shall provide the County and the Water Commission with thirty (30) days advance written notice of its desire to relocate this or any subsequent Access and Maintenance Easement, which notice shall include a plat of survey of the proposed relocated easement together with a draft grant of easement containing terms substantially similar to those set forth herein. The proposed relocated access and maintenance easement ("Relocated Easement") shall be so located and configured as to allow the County and

Water Commission uninterrupted ingress, egress and access to the Metering Station for the purposes stated herein. During the thirty (30) day advance written notice period, the parties shall reasonably cooperate to secure the interest of each of them as they are set forth herein. When a mutually acceptable relocated access and maintenance easement is agreed upon, the County and the Water Commission shall, upon the recording of the plat establishing the Relocated Easement, release any and all previously established Access and Maintenance Easements. Each of the County and the Water Commission covenants and agrees that it will not unreasonably withhold condition or delay its approval of any proposed Relocated Easement so long as same meets the standards set forth in Section 1 of this Agreement.

3. **Permanent Nature of Easement.** The Access and Maintenance Easement herein created in favor of the County and the Water Commission shall be permanent in nature and shall continue until the earlier to arrive of (i) the date, if ever, that such Access and Maintenance Easement is released in writing by the County and the Water Commission or their respective successors, or (ii) the permanent discontinuance of use of the Metering Station erected on the Metering Station Parcel, by both the County and the Water Commission, at which time the said Access and Maintenance Easement, or any subsequent relocated easement, shall terminate.

4. **Miscellaneous Provisions.**

(a) The covenants and provisions contained herein shall inure to the benefit of and be binding upon the Grantor, the County, the Water Commission and their respective heirs, successors, assigns, and grantees.

(b) This Grant and Certificate of Easement shall be governed and construed in accordance with the laws of the State of Illinois.

(c) This Grant and Certificate of Easement contains the entire agreement and understanding of the Grantor and the County and the Water Commission with respect to the subject matter set forth herein, all prior agreements and understandings having been merged herein and extinguished hereby.

(d) Any notices, communications and waivers by either of the Grantor or the County and, or, the Water Commission to the other parties in connection with this Grant and Certificate of Easement shall be in writing and shall delivered personally, mailed by certified mail, delivered via a nationally recognized overnight courier service, or delivered via facsimile transmission. Any notice given via certified mail, overnight courier service or facsimile transmission shall be deemed given on the same business day that such notice is mailed by certified mail, delivered to the courier service, or transmitted via facsimile to the intended recipient at the address or facsimile number (as the case may be) of the parties as set forth below, to wit:

If to the Grantor:

Chicago Land Trust Company  
u/t/n's 866 and 867  
171 N. Clark Street, Suite 575 Chicago, IL 60001  
Fax No.: 312-223-4139

**With copies to:**

**Royce Realty  
Attn: Kim Marvin Plencner  
1000 Royce Boulevard  
Oakbrook Terrace, IL 60181  
Fax No.: 630-268-4444**

**and**

**Peter C. Bazos, Esq.  
Bazos Freeman Kramer Schuster & Braithwaite, LLC  
1250 Larkin Avenue, Suite 1000  
Elgin, IL 60123  
Fax No.: 847-742-9777**

**If to County:**

**County of DuPage  
Attention: Nick Kottmeyer  
Superintendent of Public Works  
421 N. County Farm Road  
Wheaton, IL 60187  
Fax no: 630-407-6701**

**With a copy to:**

**DuPage County State's Attorney Office, Civil Division  
Attention: Anthony Hayman, Asst. State's Atty  
505 N. County Farm Road  
Wheaton, IL 60187  
Fax no: 630-407-6701**

**If to Water Commission:**

**DuPage Water Commission  
Attention: General Manager  
600 East Butterfield Road  
Elmhurst, IL 60126  
Fax no: 630-834-0120**

**With a copy to:**

**Goraki and Good  
Attention: Gerald Gorski  
211 S. Wheaton Ave., Ste 305  
Wheaton, IL 60187  
Fax no: 630-665-8670**

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

5. **Two-Year Temporary Fence and Construction Easement.** The Grantor does hereby grant and convey to the County and the Water Commission, for a term of two (2) years, a right and easement ("Two-Year Temporary Fence and Construction Easement ") over the area of the Development Parcel described on Exhibit 4. The Two-Year Temporary Fence and Construction Easement is labeled "40 Foot Wide Temporary Easement Hereby Granted" and depicted on the attached Easement Plat. The Two-Year Temporary Fence and Construction Easement is hereby granted to permit the County and Water Commission the right of ingress and egress over and across an area of the Development Parcel for the purpose of erecting and maintaining a safety fence. The County and Water Commission shall have the further right of ingress and egress over and across the area described on Exhibit 4 to inspect, maintain, repair, replace, service or reconstruct said safety fence together with the right to temporarily store any equipment, materials or supplies attendant to the County's and Water Commission's construction of the Metering Station or the safety fence. The Two-Year Temporary Fence and Construction Easement shall expire on the earlier date of either; i) two years following the date this Easement Grant is fully executed by the Grantor, County and Water Commission; or ii) the date the Metering Station begins delivering a supply of Lake Michigan water to the County Water System.

6. **Acceptance.** By acceptance of the easement rights herein granted to them (as conclusively evidenced by the exercise by either the County or the Water Commission of any of the easement rights granted to it hereunder) the County and Water Commission each hereby agree to the terms, provisions and covenants on each of their parts to be performed as set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant and Certificate of Easement Parties as of the \_\_\_ day of October, 2013.

**CHICAGO TITLE LAND TRUST COMPANY,**  
as Trustee u/v/a dated July 30, 1982 a/k/a Trust No. 866 and No. 867

By: Margaret O'Donnell  
Its: ASST. VICE PRESIDENT  
Date: 11/6/13

STATE OF ILLINOIS )  
COUNTY OF COOK )SS.

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that MARGARET O'DONNELL personally known to me to be the ASST. VICE PRESIDENT of CHICAGO LAND TRUST COMPANY, a corporation, and personally known to me to be the same person whose name is subscribed to the foregoing Owners' Grant and Certificate of Public Access and Maintenance Easement ("Grant of Easement"), appeared before me this day in person and acknowledged that he signed and delivered the above and foregoing Grant of Easement on behalf of said CHICAGO LAND TRUST COMPANY, not personally but as Trustee under Trust Agreements No. 866 and 867, as his free and voluntary act and deed and as the free and voluntary act and deed of CHICAGO LAND TRUST COMPANY as Trustee as aforesaid.

Given under my hand and official seal, this 6<sup>th</sup> day of <sup>NOVEMBER</sup> ~~October~~, 2013.

June Stout  
Notary Public  
"OFFICIAL SEAL"  
JUNE STOUT  
Notary Public, State of Illinois  
My Commission Expires 07/01/2017

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:  
Peter C. Bazos, Esq.  
1250 Larkin Avenue, Suite 100  
Elgin, IL 60123  
(847) 742-8800

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

**EXHIBIT 1  
LEGAL DESCRIPTION OF DEVELOPMENT PARCEL**

**B-2 ZONING**

**PARCEL ALONG BUTTERFIELD ROAD**

THAT PART OF LOTS 3, 4 AND 5 IN LINCOLN CENTRE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R84-091784 AND CERTIFICATE OF CORRECTION RECORDED DECEMBER 17, 1984 AS DOCUMENT R84-100375, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 60 DEGREES 03 MINUTES 36 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 5, A DISTANCE OF 1065.40 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN LINCOLN CENTRE UNIT NO. 2 RECORDED AS DOCUMENT NO. R89-120710; THENCE NORTH 00 DEGREES 59 MINUTES 16 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 249.81 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 44 SECONDS EAST, A DISTANCE OF 127.67 FEET; THENCE NORTH 51 DEGREES 58 MINUTES 53 SECONDS EAST, A DISTANCE OF 404.00 FEET; THENCE NORTH 60 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 173.00 FEET; THENCE SOUTH 29 DEGREES 53 MINUTES 35 SECONDS EAST, A DISTANCE OF 41.00 FEET; THENCE NORTH 60 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 220.00 FEET; THENCE NORTH 01 DEGREE 05 MINUTES 23 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 118.00 FEET TO THE EAST LINE OF LOT 5 IN LINCOLN CENTRE ASSESSMENT PLAT, AS AFORESAID; THENCE SOUTH 01 DEGREE 05 MINUTES 23 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 141.70 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS AND CONTAINING 4.49 ACRES MORE OR LESS.

**PARCEL ALONG ROYCE BOULEVARD**

THAT PART OF LOT 1 IN RENAISSANCE PARK ASSESSMENT PLAT OF PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R84-91785 AND THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 21, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 83.06 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 40 SECONDS EAST, A DISTANCE OF 544.63 FEET; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST, A DISTANCE OF 52.00 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 10 SECONDS EAST, A DISTANCE OF 273.51 FEET; THENCE SOUTH 76 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 201.00 FEET; THENCE SOUTH 48 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 149.16 FEET; THENCE SOUTH 88

DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 109.47 FEET TO A POINT ON A LINE THAT IS 40.00 FEET EASTERLY OF (MEASURED NORMALLY RADIAL THERETO) AND PARALLEL WITH THE EASTERLY LINE OF LOTS 3 AND 4 IN ROYCE RENAISSANCE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21, AS AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R90-168290; THENCE NORTHERLY ALONG SAID PARALLEL LINE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET, A DISTANCE OF 140.98 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING NORTHERLY ALONG SAID PARALLEL LINE, BEING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A DISTANCE OF 128.26 FEET; THENCE SOUTH 70 DEGREES 02 MINUTES 31 SECONDS EAST ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 40.00 FEET; THENCE SOUTH 40 DEGREES 51 MINUTES 00 SECONDS EAST, A DISTANCE OF 213.33 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 2 IN LINCOLN CENTRE UNIT NO. 2 IN THE SOUTHEAST QUARTER OF SECTION 21, AS AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R84-091784 AND CERTIFICATE OF CORRECTION RECORDED DECEMBER 17, 1984 AS DOCUMENT R84-100375; THENCE WESTERLY ALONG SAID NORTHERLY LINE AND ALONG THE SOUTHERLY LINE OF LOT 1 IN RENAISSANCE PARK ASSESSMENT PLAT, AS AFORESAID, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 652.20 FEET, A DISTANCE OF 443.39 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 51 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 564.49 FEET TO A LINE FORMING A JOG IN SAID SOUTHERLY LINE; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG SAID JOG IN THE SOUTHERLY LINE, A DISTANCE OF 120.14 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTH 88 DEGREES 03 MINUTES 46 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 544.65 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS AND CONTAINING 5.35 ACRES MORE OR LESS.

#### R-6 ZONING

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 05 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1438.92 FEET TO THE NORTHERLY LINE OF BUTTERFIELD ROAD; THENCE SOUTH 60 DEGREES 03 MINUTES 46 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 1065.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 OF LINCOLN CENTRE UNIT NO. 2, BEING A SUBDIVISION OF PART OF LOT 3 IN LINCOLN CENTRE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SAID SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LINCOLN CENTRE UNIT NO. 2 RECORDED SEPTEMBER 27, 1989 AS DOCUMENT NO. R89-120710; THENCE NORTH 00 DEGREES 59 MINUTES 16 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1 AND ALONG THE EASTERLY LINE OF LOT 2 IN SAID LINCOLN CENTRE UNIT NO. 2, A DISTANCE OF 758.97 FEET TO THE MOST

EASTERLY NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 48 DEGREES 20 MINUTES 12 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE 180.83 FEET TO THE NORTHERLY LINE OF SAID LOT 2; THENCE SOUTH 41 DEGREES 38 MINUTES 17 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 103.83 FEET TO A POINT OF CURVE IN SAID NORTHERLY LINE; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2 AND ALONG THE SOUTHERLY LINE OF LOT 1 IN ROYCE RENAISSANCE PARK ASSESSMENT PLAT OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP AND RANGE AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT NO. R84-91785, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 652.20 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 528.85 FEET TO A POINT OF TANGENT IN SAID SOUTHERLY LINE; THENCE SOUTH 88 DEGREES 05 MINUTES 51 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 564.49 FEET TO A LINE FORMING A JOG IN SAID SOUTHERLY LINE; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG SAID JOG IN SAID SOUTHERLY LINE, A DISTANCE OF 120.14 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTH 88 DEGREES 03 MINUTES 46 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 544.65 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, SAID WEST LINE BEING ALSO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 21, AS AFORESAID, A DISTANCE OF 130.19 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 38 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 300.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH THE WEST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG SAID PARALLEL LINE TO A POINT ON A LINE THAT IS PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 02 MINUTES 24 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 174.34 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH THE WEST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID LINE BEING ALSO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 88 DEGREES 02 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2239.33 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF LOTS 3, 4 AND 5 IN LINCOLN CENTRE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R84-091784 AND CERTIFICATE OF CORRECTION RECORDED DECEMBER 17, 1984 AS DOCUMENT R84-100375, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 60 DEGREES 03 MINUTES 36 SECONDS WEST ALONG THE

SOUTHERLY LINE OF SAID LOT 5, A DISTANCE OF 1065.40 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN LINCOLN CENTRE UNIT NO. 2 RECORDED AS DOCUMENT NO. R89-120710; THENCE NORTH 00 DEGREES 59 MINUTES 16 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 249.81 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 44 SECONDS EAST, A DISTANCE OF 127.67 FEET; THENCE NORTH 51 DEGREES 58 MINUTES 53 SECONDS EAST, A DISTANCE OF 404.00 FEET; THENCE NORTH 60 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 173.00 FEET; THENCE SOUTH 29 DEGREES 53 MINUTES 35 SECONDS EAST, A DISTANCE OF 41.00 FEET; THENCE NORTH 60 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 220.00 FEET; THENCE NORTH 01 DEGREE 05 MINUTES 23 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 118.00 FEET TO THE EAST LINE OF LOT 5 IN LINCOLN CENTRE ASSESSMENT PLAT, AS AFORESAID; THENCE SOUTH 01 DEGREE 05 MINUTES 23 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 141.70 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF LOT 1 IN RENAISSANCE PARK ASSESSMENT PLAT OF PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R84-91785 AND THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 21, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 83.06 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 40 SECONDS EAST, A DISTANCE OF 544.63 FEET; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST, A DISTANCE OF 52.00 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 10 SECONDS EAST, A DISTANCE OF 273.51 FEET; THENCE SOUTH 76 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 201.00 FEET; THENCE SOUTH 48 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 149.16 FEET; THENCE SOUTH 88 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 109.47 FEET TO A POINT ON A LINE THAT IS 40.00 FEET EASTERLY OF (MEASURED NORMALLY RADIAL THERETO) AND PARALLEL WITH THE EASTERLY LINE OF LOTS 3 AND 4 IN ROYCE RENAISSANCE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21, AS AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R90-168290; THENCE NORTHERLY ALONG SAID PARALLEL LINE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET, A DISTANCE OF 140.98 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING NORTHERLY ALONG SAID PARALLEL LINE, BEING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A DISTANCE OF 128.26 FEET; THENCE SOUTH 70 DEGREES 02 MINUTES 31 SECONDS EAST ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 40.00 FEET; THENCE SOUTH 40 DEGREES 51 MINUTES 00 SECONDS EAST, A DISTANCE OF 213.33 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 2 IN LINCOLN CENTRE UNIT NO. 2 IN THE SOUTHEAST QUARTER OF SECTION 21, AS AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R84-091784 AND CERTIFICATE OF CORRECTION RECORDED DECEMBER 17, 1984 AS DOCUMENT R84-100375; THENCE

WESTERLY ALONG SAID NORTHERLY LINE AND ALONG THE SOUTHERLY LINE OF LOT 1 IN RENAISSANCE PARK ASSESSMENT PLAT, AS AFORESAID, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 652.20 FEET, A DISTANCE OF 443.39 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 51 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 564.49 FEET TO A LINE FORMING A JOG IN SAID SOUTHERLY LINE; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG SAID JOG IN THE SOUTHERLY LINE, A DISTANCE OF 120.14 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTH 88 DEGREES 03 MINUTES 46 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 544.65 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS AND CONTAINING 72.53 ACRES MORE OR LESS.

**EXHIBIT 2**  
**LEGAL DESCRIPTION OF METERING STATION PARCEL**

THAT PART OF LOT 5 IN LINCOLN CENTRE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, BOTH IN TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R84-91784 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 5 SOUTH 58 DEGREES 46 MINUTES 43 SECONDS WEST, 39.96 FEET TO A POINT ON A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 5; THENCE ALONG THE LAST DESCRIBED PARALLEL LINE NORTH 02 DEGREES 22 MINUTES 17 SECONDS WEST, 144.28 FEET; THENCE PERPENDICULAR TO SAID EAST LINE OF LOT 5 NORTH 87 DEGREES 37 MINUTES 43 SECONDS EAST, 35.00 FEET TO THE EAST LINE OF SAID LOT 5; THENCE ALONG SAID EAST LINE SOUTH 02 DEGREES 22 MINUTES 17 SECONDS EAST, 125.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

SAID PROPERTY CONTAINS 4,712 SQUARE FEET OR 0.108 ACRES, MORE OR LESS.

**EXHIBIT 3**  
**LEGAL DESCRIPTION OF**  
**PERMANENT INGRESS AND EGRESS EASEMENT**

THAT PART OF LOT 5 IN LINCOLN CENTRE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 21, BOTH IN TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R84-91784, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5 BEING THE NORTHERLY LINE OF BUTTERFIELD ROAD AND THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 21; THENCE ALONG THE SAID EAST LINE NORTH 02 DEGREES 22 MINUTES 17 SECONDS WEST FOR 125.00 FEET; THENCE SOUTH 87 DEGREES 37 MINUTES 43 SECONDS WEST PERPENDICULAR TO THE SAID EAST LINE FOR 35.00 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 17 SECONDS EAST PARALLEL WITH THE SAID EAST LINE FOR 12.66 FEET TO THE POINT OF BEGINNING OF THE ACCESS EASEMENT; THENCE SOUTH 75 DEGREES 23 MINUTES 51 SECONDS WEST FOR 137.89 FEET; THENCE SOUTH 89 DEGREES 02 MINUTES 46 SECONDS WEST FOR 103.02 FEET; THENCE NORTH 75 DEGREES 53 MINUTES 00 SECONDS WEST FOR 80.63 FEET TO THE EASTERLY LINE OF FUTURE OAKBROOK LAKES BLVD.; THENCE ALONG THE LAST SAID EASTERLY LINE SOUTH 37 DEGREES 15 MINUTES 33 SECONDS EAST TO A POINT ON A LINE 15 FEET SOUTH OF AND PARALLEL WITH THE LAST PREVIOUS COURSE; THENCE PARALLEL WITH LAST SAID PREVIOUS COURSE SOUTH 75 DEGREES 53 MINUTES 00 SECONDS EAST FOR 82.14 FEET TO A POINT ON A LINE 15 FEET SOUTH OF AND PARALLEL WITH THE PENAULT COURSE; THENCE PARALLEL WITH LAST PENAULT COURSE NORTH 89 DEGREES 02 MINUTES 46 SECONDS EAST FOR 106.80 FEET TO A POINT ON A LINE 15 FEET SOUTH OF AND PARALLEL WITH THE ANTEPENAULT COURSE; THENCE PARALLEL WITH THE SAID ANTEPENAULT COURSE NORTH 75 DEGREES 23 MINUTES 51 SECONDS EAST FOR 136.43 FEET TO A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE ALONG THE LAST SAID PARALLEL LINE NORTH 02 DEGREES 22 MINUTES 17 SECONDS WEST FOR 15.35 FEET TO THE POINT OF BEGINNING OF THE ACCESS EASEMENT.

**EXHIBIT 4**  
**TEMPORARY FENCE AND CONSTRUCTION EASEMENT**

THAT PART OF LOT 5 IN LINCOLN CENTRE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, BOTH IN TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R84-91784, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5 BEING THE NORTHERLY LINE OF BUTTERFIELD ROAD AND THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 21; THENCE ALONG THE SAID EAST LINE NORTH 02 DEGREES 22 MINUTES 17 SECONDS WEST FOR 125.00 FEET TO THE POINT OF BEGINNING OF THE CONSTRUCTION EASEMENT; THENCE ALONG THE FIRST COURSE SOUTH 87 DEGREES 37 MINUTES 43 SECONDS WEST PERPENDICULAR TO THE SAID EAST LINE FOR 35.00 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 17 SECONDS EAST PARALLEL WITH THE SAID EAST LINE FOR 144.28 FEET TO THE SAID NORTHERLY LINE OF BUTTERFIELD ROAD; THENCE SOUTH 58 DEGREES 46 MINUTES 43 SECONDS WEST FOR 45.67 FEET TO A LINE 75.00 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE ALONG THE LAST SAID PARALLEL LINE NORTH 02 DEGREES 22 MINUTES 17 SECONDS WEST FOR 206.32 FEET TO A POINT ON A LINE 40 FEET NORTH OF AND PARALLEL WITH THE SAID FIRST COURSE; THENCE ALONG THE LAST SAID PARALLEL LINE 40 FEET NORTH OF THE FIRST COURSE NORTH 87 DEGREES 37 MINUTES 43 SECONDS EAST FOR 75.00 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER; THENCE ALONG THE LAST SAID EAST LINE SOUTH 02 DEGREES 22 MINUTES 17 SECONDS EAST FOR 40.00 FEET TO THE POINT OF BEGINNING OF THE CONSTRUCTION EASEMENT.

**EASEMENT PLAT**



EXHIBIT 3B

LEGAL DESCRIPTION AND PERMANENT ACCESS AND UTILITY EASEMENT OVER  
FLAGG CREEK WATER RECLAMATION DISTRICT (f/k/a HINSDALE SANITARY  
DISTRICT) EXCLUSIVE SANITARY SEWER LINE EASEMENT (THE "ACCESS  
EASEMENT PREMISES")

## PERMANENT ACCESS AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Flagg Creek Water Reclamation District (formerly known as Hinsdale Sanitary District and hereinafter referred to as "Grantor"), a municipal corporation of Illinois and its successors, having a full and exclusive easement recorded on September 18, 1985 as document R1985-079086 for the purpose of constructing, operating and maintaining sanitary sewer lines and all appurtenances thereto for and in consideration of one dollar (\$1.00) and good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, a unit of local government created and existing under the laws of the State of Illinois ("DuPage County") and the DuPage Water Commission, a county water commission created and existing under the laws of the State of Illinois (the "Commission") (hereinafter referred to collectively as "Grantee"), and their successors and/or assigns, a non-exclusive permanent access and utility easement to access the York Water Metering Station (as graphically depicted on Exhibit A), and to install water mains, and all appurtenances, equipment or fixtures thereto, across and through the Grantor's exclusive easement (R1985-079086), and within the permanent non-exclusive easement described as follows:

The permanent access and utility easement over the Southerly 25.0 feet of the following described property shown on Exhibit A and described as follows:

The Southerly 25.0 feet of the Easterly 60.0 feet of the that part of Lot 5 in Lincoln Centre Assessment Plat in the Southeast Quarter of Section 21 and the Northeast Quarter of Section 28, both in Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof Recorded November 13, 1984 as Document R1984-091784 in DuPage County, Illinois.

Property Address: Vacant Lot North of Butterfield Road,  
Oakbrook Terrace, Illinois 60181

Parcel Number 06-21-404-004 (Part of)

Granted By: Flagg Creek Water Reclamation District  
(Formerly known as Hinsdale Sanitary District)

Resolution Number \_\_\_\_\_

Prepared by: DuPage County Public Works

Return to: Attn: Janet Williams

421 North County Farm Rd.  
Wheaton, Illinois 60187

DuPage County Public Works  
421 N. County Farm Rd.  
Wheaton, IL 60187

This aforesaid grant of the Permanent Access and Utility Easement is made by the Grantor and accepted by the Grantee under the following additional terms, conditions and agreements:

1. Definitions: The following terms shall be understood to have the meaning set forth herein:
  - a. "Easement Area" shall mean the physical area granted herein as the "Permanent Access and Utility Easement," which area is legally described above and graphically depicted on Exhibit A.
  - b. "Improvements" shall mean all surface and subsurface improvements including specifically, but not by way of limitation, water mains, driveway improvements, SCADA antennas, antenna poles and antenna bases, electrical utility service, pedestals, valve vaults and manholes, valve boxes, cathodic protection test stations and vaults, sump pump and footing drain pump vaults and discharge piping.
  - c. "Permanent Easement" shall be the non-exclusive access and utility easement legally described herein and graphically depicted on the attached Exhibit A. Said Permanent Easement shall, notwithstanding any errors or discrepancies in said legal description, be situated within the Southern 25 feet of the above described property as graphically depicted on Exhibit A attached hereto.
2. Grantee's Use: The following conditions and limitations shall apply to Grantee's use of the Easement Area:
  - a. The Permanent Easement is granted in perpetuity specifically for the purpose of allowing the Grantee ingress and egress onto, over, under, above and along the Easement Area sufficient to permit Grantee access to the York Water Metering Station, including authorizing the Grantee to install a driveway and to install, construct, build, add to, relocate, repair, replace, inspect, maintain, use and operate the Improvements and any appurtenances, equipment or fixtures thereto. Notwithstanding the foregoing, the Grantee County of DuPage shall be responsible for ensuring that any Improvements located within the Easement Area do not interfere with Grantor's use thereof and the Grantee County shall be solely responsible for undertaking any remedial work, protective measures or relocation of the Improvements necessary to eliminate or prevent any such interference.
  - b. Grantee may from time to time, perform inspections, maintenance, repairs, reconstruction, re-grading or other work on or within the Permanent Easement area and, or, to the Improvements located therein provided, however, that any work which alters the easement's grading or the relocation of the Improvements shall first be approved in writing by the Grantor, which approval shall not be unreasonably withheld.
  - c. The rights and obligations of the Grantee shall extend to its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors. The Grantee County of

DuPage and, upon the conveyance of the of the Improvements to the Commission by DuPage County and the acceptance of same by the Commission, the Commission, agrees that it shall indemnify, defend and hold the Grantor, its Trustees, officers and employees, harmless from and against any injuries, deaths, loss, damages, claims, suites, liability, judgments, costs, and expenses, including Grantor's reasonable attorney's fees, which may accrue against the Grantor, its Trustees, officers and employees, arising out of or in consequence of the acts or omissions of the Grantee, or any of its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors, or any environmental contamination related to the Grantee's use and, or, occupancy of the Easement Area. Grantee County of DuPage or the Water Commission, agrees that it shall not allow any liens to be filed or recorded against the Easement Area and shall remove and clear any lien upon notice thereof.

- d. Grantee may access and cross the Easement Area at any time, without notice to Grantor, for the purpose of conducting any type of inspection, testing or examination of the Easement Area and, or, any Improvement located therein or thereon and, or, to observe the operations of said Improvements or to access the York Water Metering Station. Any utilization of the Easement Area, other than for inspection, testing or examination of the Improvements as provided in the first sentence of this subsection d. hereof shall require the prior written approval of the Grantor which approval shall not be unreasonably withheld. In the event the Grantee requires such access, Grantee shall first provide Grantor ten (10) day written notice stating the purpose for the access and further providing Grantor with any plans and drawings related to such special request. Access to undertake any emergency repairs shall be without notice.
- e. Grantee agrees that it will perform any work hereby authorized within the Easement Area, or on the Improvements located therein, with reasonable care, skill and diligence. The Grantee will perform all work in such a way as to avoid harm to the Grantor's real or personal property adjacent to or within said Easement Area. Grantor acknowledges that emergency inspections and work may be undertaken in any manner deemed reasonable and prudent by the Grantee without requiring Grantor's pre-approval.
- f. The Grantee County of DuPage agrees that it shall obtain any required governmental permits, licenses or approvals prior to commencing any work. Upon written request, the Grantee County of DuPage shall provide the Grantor with copies of any governmental permits, licenses, approval or submittals for said authorizations relating to Grantee's work within the Easement Area. The Grantee County of DuPage shall abide by and comply with every condition, term or covenant of said governmental permits, licenses or approvals and shall further do all work in accord with the applicable local, State and Federal laws, ordinances, rules and regulations.
- g. Grantee shall require any contractor doing work in the Easement Area to fully compensate the Grantor in the event any of Grantor's real or personal property is negatively disturbed or damaged by the contractor. The Grantee shall, at its election, pay the Grantor for the costs of repairing, restoring or replacing the disturbed land or property, or undertake the repairs and restorations, for any land or property damaged by Grantee's officers, contractors, or employees. Repairs or restoration shall be to a condition as nearly as possible to the condition in which the land existed before the



- b. Grantor shall not construct any buildings or other structures or improvements having foundations on or within the Easement Area nor shall the Grantor materially alter, change, destroy or modify the grading of the Easement Area in any manner that would adversely affect the designed and intended use by Grantees of said Easement Area without having first received prior written approval of the Grantee, said request shall not be unreasonably withheld.
  - c. Grantor may use and, or, cross the Easement Area in the routing of other of its utilities, so long as such activity does not unreasonably interfere with the intended and, or, designed use and, purposes, of the Grantee's water main and Improvements within the Easement Area.
4. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee County of DuPage shall record this easement grant at its sole expense.
  5. The Grantee County of DuPage shall be responsible for the routine surface maintenance of the Easement Area and any driveway built thereon.
  6. Whenever any provision of this Easement Grant requires one party (the first party) to undertake any review or do any act or give its consent or approval to the other party (second party), the first party shall not unreasonably delay, withhold, condition or deny the act, review, consent or approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Permanent Access and Utility Easement executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR: The Flagg Creek Water Reclamation District (Formerly known as Hinsdale Sanitary District)

By: \_\_\_\_\_ Attest By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

GRANTEE: DUPAGE COUNTY

By: \_\_\_\_\_ Attest By: \_\_\_\_\_  
Name: Daniel J. Cronin Name: Gary A. King  
Title: Chairman Title: County Clerk

GRANTEE: DUPAGE WATER COMMISSION

By: \_\_\_\_\_ Attest By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: General Manager Title: \_\_\_\_\_

Permanent Access and Utility Easement EXHIBIT A

Legend

Sanitary Easement



Proposed Easement



PIN  
06-21-404-008

PIN  
06-21-404-009

PIN  
06-22-300-016

125'

60'

25'

Existing Sanitary Sewer Easement  
(25 foot width)  
R1986-079086

Buckfield Rd



0 15 30 Feet

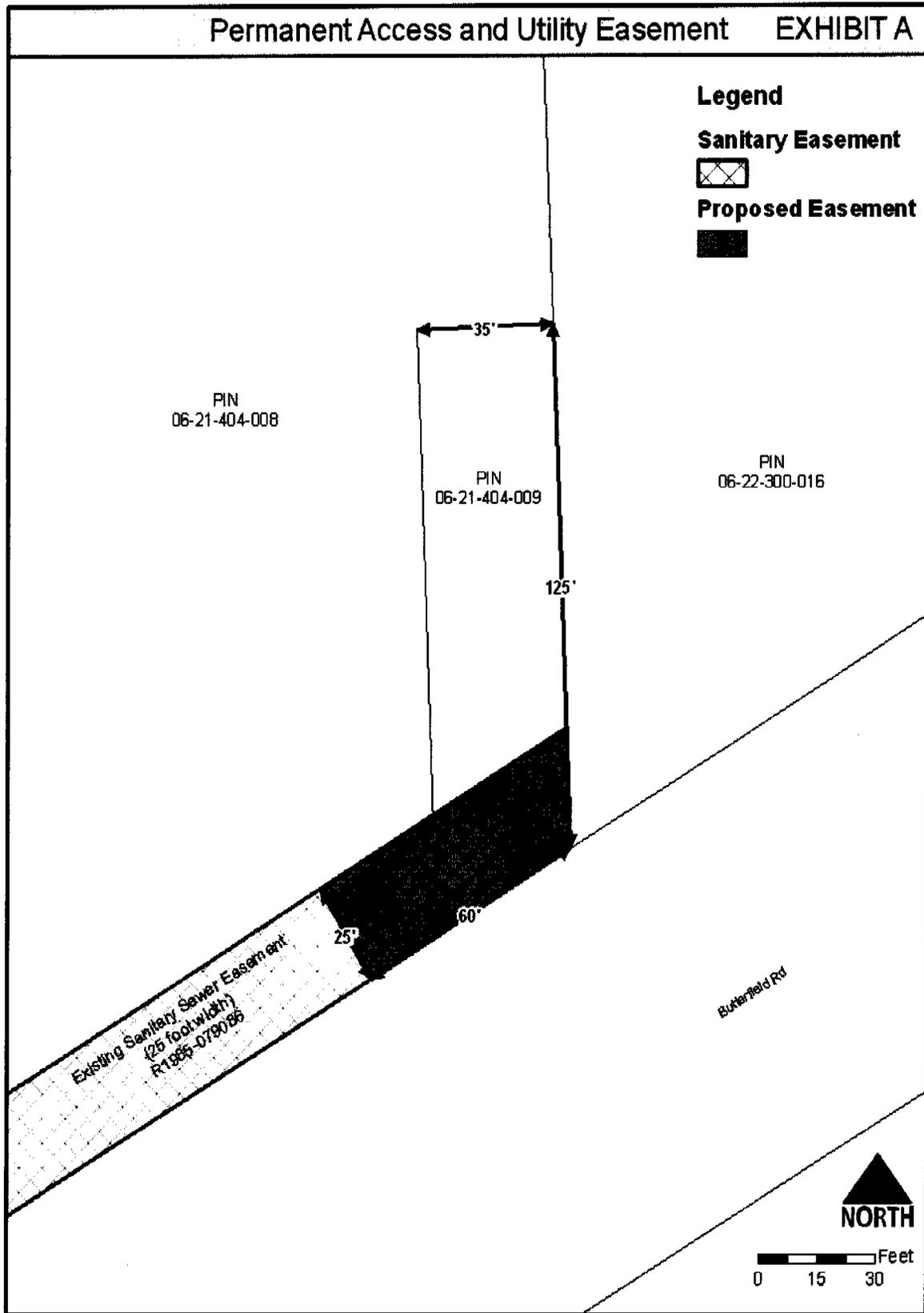


EXHIBIT 3C

LEGAL DESCRIPTION AND PERMANENT ACCESS AND UTILITY EASEMENT OVER  
OAKBROOK TERRACE PARK DISTRICT BIKE PATH EASEMENT (THE "PARK  
DISTRICT EASEMENT PREMISES")

**ACCESS,  
CONSTRUCTION  
AND  
MAINTENANCE  
EASEMENT**

KNOW ALL MEN BY  
THESE PRESENTS:

That Oakbrook Terrace  
Community Park District  
(as "Grantor"), a duly  
organized Illinois park  
district, having a permanent  
easement for the purpose of  
operating and maintaining a  
bike path, park land and

open space pursuant to an Order Vesting Title entered September 17, 2002 in the Eighteenth Judicial Circuit Court in case number 2000 ED 20 (consolidated with 2000 ED 21) (hereinafter, the "Park District Easement" or "Permanent Easement"), for and in consideration of one dollar (\$1.00) and good and valuable consideration acknowledged, hereby consents, grants, conveys and warrants to the County of DuPage, a unit of local government created and existing under the laws of the State of Illinois ("DuPage County") and the DuPage Water Commission, a county water commission created and existing under the laws of the State of Illinois ("Commission") (hereinafter referred to collectively as the "Grantees"), together with their respective successors and/or assigns, a permanent access, construction and maintenance easement (the "Easement") to allow Grantees improved access to the York Water Metering Station ("Metering Station"), and to permit the construction, operation, maintenance, repair and replacement of the Improvements constituting the Metering Station, as hereinafter defined, including all appurtenances, equipment or fixtures pertinent thereto, across, over, under and through the Grantor's Permanent Easement described as follows:

The Easement granted herein shall be over the Easterly 20.0 feet of the following described property as shown on Exhibit "A" which is attached hereto and incorporated herein and is legally described as follows:

THAT PART OF LOT 5 IN LINCOLN CENTRE ASSESSMSNT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, BOTH IN TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R1984-91784 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 5, SOUTH 58 DEGREES 46 MINUTES 43 SECONDS WEST, A DISTANCE OF 39.96 FEET TO A POINT ON A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 5; THENCE ALONG THE LAST DESCRIBED PARALLEL LINE, NORTH 02 DEGREES 22 MINUTES 17 SECONDS WEST,

A DISTANCE OF 144.28 FEET; THENCE EAST ALONG A LINE, NORTH 87 DEGREES 37 MINUTES 43 SECONDS EAST, A DISTANCE OF 35.00 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH ALONG SAID EAST LINE, SOUTH 02 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

The Easement shall be subject to the terms and conditions attached hereto and incorporated herein as Exhibit "B".

Property Address: Vacant Lot on the North Side  
of Butterfield Road, East of Renaissance Blvd.,  
Oakbrook Terrace, Illinois 60181

Parcel Number: 06-21-404-009 (Formerly part of 06-21-404-004)

Granted By: Oakbrook Terrace Community Park District

Resolution Number \_\_\_\_\_

Prepared by: DuPage County Public Works  
421 North County Farm Rd.  
Wheaton, Illinois 60187

Return to: Attn: Janet Williams  
DuPage County Public Works  
421 N. County Farm Rd.  
Wheaton, IL 60187

## Exhibit "B"

This Easement is made by the Grantor and accepted by the Grantees subject to the following additional terms, conditions and agreements:

1. Definitions: The following terms shall be understood to have the meaning set forth herein:
  - a. "Bike Path" shall mean an asphalt pathway located along the entire lineal distance of the Park District Easement as the same presently exists or as it may be relocated, from time to time, as herein otherwise provided.
  - b. "Easement Area" is the area encumbered with the Easement which area overlays and occupies a portion of the Park District Easement.
  - c. "Improvements" shall mean all surface and subsurface improvements including specifically, but not by way of limitation, water mains, driveway improvements, SCADA antennas, antenna poles and antenna bases, electrical utility service, pedestals, valve vaults and manholes, valve boxes, cathodic protection test stations and vaults, sump pump and footing drain pump vaults and discharge piping belonging to the Grantees, as their interests may appear.
  - d. "Metering Station" shall mean the York Water Metering Station interconnecting the Commission's Butterfield Road water main with DuPage County's York Township Water System, including the feeder line servicing said metering station and all of the related Improvements.
  - e. "Park District Easement" and "Permanent Easement" shall both mean the land area legally described herein and graphically depicted on Exhibit A. The Park District's Easement is the easement vested with the Oakbrook Terrace Community Park District (as Grantee) by court order entered in the Eighteenth Judicial Circuit Court case 2000 ED 20 (consolidated with 2000 ED 21) on or about September 17, 2002.
  - f. "Easement" shall mean this non-exclusive permanent access, construction and maintenance easement allowing and permitting the Grantees, or either of them, improved access to ("Metering Station"), to permit the construction, operation, maintenance, repair and replacement of the Improvements constituting the York Water Metering Station including all appurtenances, equipment or fixtures pertinent thereto, across, over, under and through the Park District Easement legally described herein and graphically depicted on the attached Exhibit A. The Easement shall, notwithstanding any errors or discrepancies in said legal description, be situated within the Easterly 20 feet of the above described property as depicted on Exhibit A attached hereto.
2. Grantee's Use: The following conditions and limitations shall apply to Grantee's use of the Easement Area:
  - a. The Easement granted herein is non-exclusive and perpetual and is for the purpose of allowing the Grantees, or either of them, ingress and egress onto, over, under, above and

along the Easement Area sufficient to permit Grantees access to the site of the proposed Metering Station and, further, authorizing the Grantees to utilize the Easement Area for the purposes identified in the Easement, as herein defined. As part of proposed Improvements, Grantees shall permanently relocate the Grantor's Bike Path further to the east to allow for additional separation between the Improvements and the Bike Path. The relocated Bike Path shall still be oriented within all current dedicated easements to the Grantor. Should, at any time, the Grantees use and occupancy of the Easement Area disturb or injure any portion of the Grantor's Bike Path, the Grantees shall restore and/or relocate said Bike Path to an adjusted location and in a manner reasonably acceptable to the Grantor. Any materials deposited in or upon the Easement Area during the period of the construction of the Metering Station which are not a permanent Improvement shall, upon the completion of the construction, be removed and the Easement Area restored by the Grantee County to a condition as nearly as practicable equivalent to the condition of the Easement Area prior to the commencement of construction.

- b. The term of this Easement shall commence and become effective on the date this Easement is executed by both the Grantor and each of the Grantees. Prior to commencing any work within the Easement Area the Grantee DuPage County shall provide the Grantor with a preliminary construction schedule. The Grantee DuPage County shall periodically inform the Grantor of any substantial variations to the construction schedule. The Grantees may, from time to time, perform site preparation, construction activities, inspections, maintenance, repairs, excavations, grading or other work on or within the Easement Area and, or, use and occupy the Easement Area for the purpose of performing such activities on lands located adjacent to the Easement Area provided, however, that any activity or work that permanently alters the Easement Area's grading or location of the Bike Path shall first be approved in writing by the Grantor.
- c. The rights and obligations of the Grantees shall extend to their employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors. The Grantee DuPage County, but not Grantee Commission, agrees that it alone shall indemnify, defend and hold the Grantor, its Trustees, officers and employees, harmless from and against any injuries, deaths, loss, damages, claims, suites, liability, judgments, costs, and expenses, including Grantor's reasonable attorney's fees, which may accrue against the Grantor, its Trustees, officers and employees, arising out of or in consequence of the acts or omissions of that Grantee, or any of its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors, or any environmental contamination related to that Grantee's use and , or, occupancy of the Easement Area, but excluding the negligent or willful acts or omissions of persons or parties acting under the control of the Grantee Commission. Grantee DuPage County, but not the Grantee Commission, agrees that it alone shall not allow any liens to be filed or recorded against the Easement Area and shall take immediate action remove and clear any lien upon notice thereof. In addition, the Grantee DuPage County, but not Grantee Commission, agrees to include the Grantor as additional insured by the selected contractor during the initial construction phase of the Improvement.
- d. Grantees agree that they will perform any work hereby authorized within the Easement Area with reasonable care, skill and diligence. The Grantees will perform all work in such a way as to avoid harm to the Grantor's Permanent Easement adjacent to or within

said Easement Area, except for those areas in proximity to the Metering Station and, or, its Improvements, where such disturbances are expected (but subject to the Grantee DuPage County's restoration obligations set forth hereafter in sub-paragraph 2(f)). Grantee DuPage County is permitted to temporarily restrict access to the Bike Path and, or, permanently or temporarily relocate the Bike Path. Prior to commencing any construction work which may affect the Bike Path, the Grantee DuPage County shall give the Grantor notice thereof and, further, provide the Grantor with a video recording of the Bike Path's pre-construction condition. Any temporary Bike Path will be an asphalt surface. Any relocation of the Bike Path will be determined by the Grantees but, generally, be located along the far eastern side of the Easement Area. Any permanent relocation of the Bike Path shall be reviewed and approved by the Grantor. The Grantee DuPage County, or its contractor, shall erect a safety fence in the Easement Area separating the relocated Bike Path from that part of the Easement Area where construction activities are taking place. During the initial Metering Station construction, and also during any major repairs thereto, the Grantee Dupage County, or its contractor, shall further erect temporary warning signage within the Easement Area alerting users of the Bike Path of the construction activities. Grantor may access the Easement Area to monitor the Grantees' work and inspect its property, which access shall be undertaken in any reasonable and prudent manner. Grantor may attend construction progress meeting at its request.

- e. The Grantee DuPage County, but not Grantee Commission, agrees that it alone shall obtain any required governmental permits, licenses or approvals prior to commencing any work within the Easement Area. Upon written request, the Grantee DuPage County shall provide the Grantor with copies of any governmental permits, licenses, approval or submittals for said authorizations relating to Grantees' work within the Easement Area. The Grantee DuPage County shall abide by and comply with every condition, term or covenant of said governmental permits, licenses or approvals and shall further do all work in accord with the applicable local, State and Federal laws, ordinances, rules and regulations.
- f. Grantees shall require any contractor doing work in the Easement Area to fully compensate the Grantor in the event any of Grantor's real or personal property is negatively disturbed or damaged by the contractor. The Grantee DuPage County shall, at its election, pay the Grantor for the costs of repairing, restoring or replacing the disturbed land or property, or undertake the repairs and restorations, for any land or property damaged by that Grantee's officers, contractors, or employees. Repairs or restoration shall be to a condition as nearly as possible to the condition in which the land existed before the Grantee's disturbance or damage thereto. The Grantees shall restore disturbed grass with seed or patch only, but trees or shrubs removed shall be replaced with similar species (saplings only) at approximately similar locations. The Grantee DuPage County shall plant new shrubs, but not trees, within the Easement Area to provide some screening of the Metering Station from view by Bike Path users. Any Grantor signage removed by Grantees shall be re-erected by Grantee DuPage County in the original location(s). The Grantor reserves the right to approve any repairs or restoration to its Bike Path and to the Park District Easement, and any personal property thereon.
- g. Following completion of the Improvements' initial construction and installation, the

Grantee shall use best efforts to access their Improvements by alternative routes and, or, to minimize their use of the Easement Area and any attendant adverse impacts to trail users. This provision, however, shall not limit Grantee's use of the Easement or their discretion regarding the manner and means of such access. In the event the Bike Path or the Easement Area's landscaping is damaged by Grantee's ingress or egress, that Grantee shall be fully responsible for repairing damages and restoring the Easement conditions to the satisfaction of the Grantor, as set forth in Paragraph 2(a), above.

3. Notwithstanding anything to the contrary stated herein, the Grantor retains the following rights with respect to the Easement Area:
  - a. Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid Easement Area, including all obligations attendant thereto such as maintenance, as set forth below, and payment of real estate taxes, if any. Grantor may engage in any use provided that Grantor's actions do not adversely affect the intended purposes of the Easement as herein defined and for which the Easement Area has been designed and intended.
  - b. Grantor shall not construct any buildings or other structures or improvements having foundations on or within the Easement Area nor shall the Grantor materially alter, change, destroy or modify the grading of the Easement Area in any manner that would adversely affect the designed and intended purposes of the Easement as herein defined and for which the Easement Area has been designed without having first received prior written approval of the Grantees.
4. The Easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantees. The Grantee DuPage County shall record this easement grant at its sole expense.
5. The Grantor shall be responsible for the routine surface maintenance of the Easement Area, including maintenance of the Bike Path, but the Grantee County of DuPage shall have the right, but not the obligation, to conduct any maintenance work necessary to ensure that the Grantees have access to the Metering Station and the Improvements. After the conclusion of the warranty period, the Grantor shall assume responsibility for watering and maintaining any shrubs planted within the Easement Area.
6. Whenever any provision of this Easement requires one party (the first party) to undertake any review or do any act or give its consent or approval to the other party or parties (second party), the first party shall not unreasonably delay, withhold, condition or deny the act, review, consent or approval.
7. The Grantee County of DuPage, as a condition of the granting of this Easement, shall provide landscape materials and, or, plantings within the limits of the Grantor's existing Permanent Easement in accordance with either one of the two landscape options described in Exhibit C. The Grantor shall have full discretion in the selection of either Landscape Option #1 or #2, but in all instances the Grantor shall communicate its decision to the Grantee County within thirty (30) days of the Grantee County giving notice of Grantee's issuance of invitations to

bid. The Grantee DuPage County shall undertake Landscape Option #1 or #2, as directed by the Grantor, as part of the Metering Station project. The Grantor hereby grants the Grantee DuPage County a license to enter upon the Grantor's Permanent Easement for the purpose of undertaking the landscaping work herein provided for. Notwithstanding all of the foregoing, no landscape materials and/or plantings shall be installed or planted within the Easement, unless the type of all such materials and/or plantings, as well as the location of installation/planting of same, shall have first received the prior written approval of Grantee Water Commission, which shall not be withheld unless proposed planting materially interferes with the Grantee Water Commission's operations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Access, Construction and Maintenance Easement executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR: The Oakbrook Terrace Park District

By: \_\_\_\_\_ Attest By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: General Manager Title: \_\_\_\_\_

GRANTEE: DUPAGE COUNTY

By: \_\_\_\_\_ Attest By: \_\_\_\_\_  
Name: Daniel J. Cronin Name: Gary A. King  
Title: Chairman Title: County Clerk

GRANTEE: DUPAGE WATER COMMISSION

By: \_\_\_\_\_ Attest By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: General Manager Title: \_\_\_\_\_

## Exhibit "C"

### Landscape Option #1

- Grantee County shall purchase and deliver to the Grantor's permanent easement a total of 40 trees and 70 shrubs in to be determined combinations of the species indicated below.
- 40 trees (1 ½ inch caliper – bag grown) selected from the following species:
  - Quercus bicolor – Swamp White Oak Tree
  - Quercus muehlenbergii – Chinquapin Oak Tree
  - Celtis occidentalis / Celtis laevigata – Hackberry Tree / Sugarberry Tree
  - Gymnocladus dioica – Kentucky Coffeetree
- 70 shrubs (5 gallon container) selected from the following species:
  - Viburnum Prunifolium – Blackhaw
  - Corylus Americana – Hazelnut / American Filbert
- Grantor shall select the composition (by species and quantity) of the trees and shrubs to be supplied.
- Grantor shall be responsible for planting all trees and shrubs.
- Grantor shall be solely responsible for any maintenance and watering.
- Grantee shall not warranty or guarantee the trees and shrubs except for warranting and guarantying that such trees and shrubs shall be live, healthy and undamaged at time of delivery to the Grantor's permanent easement.

### Landscape Option #2

- Grantee County shall purchase and deliver to the Grantor's permanent easement a total of 16 trees and 30 shrubs in to be determined combinations of the species indicated below.
- 16 trees (1 ½ inch caliper – bag grown) selected from the following species:
  - Quercus bicolor – Swamp White Oak Tree
  - Quercus muehlenbergii – Chinquapin Oak Tree
  - Celtis occidentalis / Celtis laevigata – Hackberry Tree / Sugarberry Tree
  - Gymnocladus dioica – Kentucky Coffeetree
- 30 shrubs (5 gallon container) selected from the following species:
  - Viburnum Prunifolium – Blackhaw
  - Corylus Americana – Hazelnut / American Filbert
- Grantor shall select the composition (by species and quantity) of the trees and shrubs to be supplied.
- Grantor shall identify its preferred planting location for all trees and shrubs within the limits of the permanent easement. The Grantee County shall plant all trees and shrubs at the locations designated by Grantor, except that with respect to any plantings within this Easement's area, the Grantees may reject any location that could interfere with their ability to maintain and operate the Metering Station and Improvements. In such event the parties shall meet on site to identify alternative planting locations.
- Grantee County shall be responsible for all maintenance and watering activities for a period of one year following planting.

- Grantee County shall warranty and guaranty all trees and shrubs for a period of one (1) year following planting to the extent the Grantee County shall replace any trees that die or which become diseased during that one (1) year period.

# Exhibit A

0 15 30 60 Feet

1 inch = 30 feet



20 ft Access, Construction,  
and Maintenance  
Easement

PIN  
06-22-300-016

PIN  
06-21-404-008

PIN  
06-21-404-009

56

Butterfield Rd

PIN  
06-22-301-061

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

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

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DuPAGE    )

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

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

DATE: March 14, 2014

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 at the March 20, 2014, DuPage Water Commission Meeting</p> <p>Resolution No. R-6-14</p>	<b>APPROVAL</b>	<p><i>Full</i></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p><i>OKP</i></p>

Account Numbers: 01-60-6633

The Commission entered into certain agreements dated December 10, 2012, with Divane Bros. Electric Co. and with McWilliams Electric Co. Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-6-14 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

**Work Authorization Order No. 003:** This work authorization is to McWilliams Electric Co. Inc. to upgrade the electrical system at 29 meter stations to current NEC standards. Staff identified a couple NEC violations at most meter stations, so both QRE contractors evaluated a sampling of meter stations and provide recommendations and cost estimates to bring the electrical system at each location up to current NEC standards. Staff selected two sample meter stations from each of the major construction contracts, MS-2/87 and MS-3/87 the evaluation indicated differences in installation of the electrical systems between the two contracts as indicated by the estimates, see table below.

QRE Contractor	Description	Estimate
McWilliams	MS-2/87 sample meter stations	\$1,116/each
Divane	MS-2/87 sample meter stations	\$2,835/each
McWilliams	MS-3/87 sample meter stations	\$1,855/each
Divane	MS-3/87 sample meter stations	\$3,629/each

The total cost for this work is not known but is estimated to not exceed \$55,100.00

**Work Authorization Order No. 008:** This work authorization is to Divane Bros. Electric Co. to replace the damaged cabinet at CP Rectifier site TE5-3. It was struck by a vehicle on February 6, 2014, a door alarm came in at 7:31am, within forty-five minutes staff arrived on site and no vehicle, but a police report was filed with the Village of Broadview. The Commission is supplying the cabinet. The original contractor that designed, had

fabricated, and installed the CP rectifiers had an extra cabinet in their warehouse after 12 years. They were glad to get rid of it; they delivered it to the Commission at no cost. Two Bollards will be installed to help protect the cabinet in the future. Staff solicited cost estimates for this work from both of its QRE-6/12 contractors and the results are listed in the table below:

<b>QRE Contractor</b>	<b>Estimate Replace Cabinet</b>	<b>Estimate Installing Bollards</b>
Divane	\$3,700.00	\$2,791.00
McWilliams	\$4,675.00	\$3,072.00

The total cost for this work is not known but is estimated to not exceed \$6,500.00

**MOTION:** To adopt Resolution No. R-6-14.

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-6-14

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-6/12  
AT THE MARCH 20, 2014, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 10, 2012, with Divane Bros. Electric Co. and with McWilliams Electric Co. Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-6/12"); and

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

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

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

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

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

Resolution No. R-6-14

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**Exhibit 1.**

## WORK AUTHORIZATION ORDER

SHEET 1 OF 2

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

#### **PROJECT: QRE-6.003**

#### **LOCATION:**

29 Meter Stations, see Exhibit for Meter Station addresses or location directions.

#### **CONTRACTOR:**

McWilliams Electric Co., Inc.

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

Upgrade electrical panels to bring the electrical system at each location up to NEC standards. Work includes but not limited to the following:

- LP breaker panel remove old Surge Protective Device (SPD) and replace with new SPD and dual breaker.
- LP and HP breaker panels correct any grounding deficiencies within panels and between panels and meter sockets.
- Add conduit to protect ground cables to both breaker panels and RTU enclosure.
- Eliminate all pigtails inside breaker panels. (If required, increase number of breakers to eliminate pigtails and maintain sufficient spare breakers.)

#### **REASON FOR WORK:**

Upgrade the electrical system at the Commission's meter station's to current NEC standards. The original meter stations were constructed in the early 1990's. There are several known NEC violations at these facilities.

- An installed SPD that is wired in parallel with an existing load on a single breaker
- No ground bus bars, ground for meter sockets coming from breaker panels
- Unprotected ground cables wired to the breaker panels and RTU
- Pigtails or multiple wires on a single breaker

#### **MINIMUM RESPONSE TIME:**

None

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

GE Wallmount Tranquell SPD, Catalog #TLE-120S-050-WM  
1/2" x 10' Copper ground rods, if needed

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

IS  IS NOT PRIORITY EMERGENCY WORK

**SUBMITTALS REQUESTED:**

None

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS**

None

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS**

None

**DUPAGE WATER COMMISSION**

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

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

**CONTRACTOR RECEIPT ACKNOWLEDGED:**

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

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

Exhibit

<b>Facility</b>	<b>Address or Location</b>	<b>ComEd Account #</b>
MS1A	On Winthrop near Vista, Addison	6352163007
MS1B	South off of Fullerton Ave West of Grace, Addison	6100603009
MS1C	Centennial Drive West of Lombard Rd, Addison	6602809009
MS1D	Chestnut St & Woodland Ave, Addison	7780379005
MS1E	Swift Rd North of Army Trail Rd, Addison	5925677000
MS6A	261 Ann St, Clarendon Hills	8190058003
MS6B	229 Middaugh Rd, Clarendon Hills	7431282000
MS8B	1039 Summit St, Downers Grove	8280426000
MS11A	Brandon Ct by Water Tank, Glendale Heights	7770516005
MS11C	South of Windy Point Dr Between Whirlaway Ct & Concord Dr, Glendale Heights	8185366007
MS13C	485 Warrenville Rd, Lisle	8366319000
MS14B	North of North Ave West of Lombard Rd, Lombard	6268139006
MS14C	39 E. St. Charles Rd, Lombard	6572361003
MS16B	At end of 35 <sup>th</sup> St West of Adams Rd, Oak Brook	7070318005
MS18A	North of Irving Park Rd West 1 Block of Medinah Rd, Roselle	5844342002
MS18B	North East Corner Irving Park Rd and Roselle Rd, Roselle	6180689003
MS18C	North East Corner W. Bryn Mawr Ave & Mensching Rd, Roselle	8025520001
MS19A	End of Cornell Ave North of Riordan Rd, Villa Park	8668788009
MS19B	Near Base of Water Tower at W. Home Ave & S. Ardmore Ave, Villa Park	6152237008
MS19C	104 W. Plymouth St, Villa Park	7916254000
MS23A	South of Richert Rd Between Lively Blvd & Dillon Dr, Wood Dale	7614047001
MS23B	End of Park Ln East of Station Dr, Wood Dale	6098745009
MS24A	1577 75 <sup>th</sup> St, Woodridge	9167363009
MS24B	7642 Woodridge Dr, Woodridge	8118586000
MS24C	Woodridge Dr and MacArthur Ave, Woodridge	9419219005
MS25A	North of Industrial Dr East of N. Prospect Ave, Itasca	6018614005
MS25B	W. Center St and Willow St, Itasca	7278122005
MS25C	North of Ardmore Ave at Baker Dr, Itasca	7860195005
MS26A	Stacy Ct South of Railroad St, Milton Twp	6659060005

## WORK AUTHORIZATION ORDER

SHEET 1 OF 2

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

#### **PROJECT: QRE-6.008**

#### **LOCATION:**

CP Rectifier site TE5-3, 2899 Indian Joe Dr, Broadview (ComEd account #2233033042)

#### **CONTRACTOR:**

Divane Bros. Electric Co.

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

Remove and replace damaged S.S. cabinet. Disconnect and reconnect all conduits, J-Box's, wires and cables, and devices in cabinet. Verify electric service has proper voltage and is wired correctly to main breaker inside cabinet and leave breaker off. Cabinet to be properly secured to concrete slab in same position as damaged cabinet. Deliver damaged cabinet to the DuPage Water Commission. Install two bollards approximately 42"H x 6"D with Yellow sleeve to help protect cabinet from future damage.

#### **REASON FOR WORK:**

Vehicle struck side of cabinet damaging cabinet preventing door from closing and latching. Commission staff removed major assemblies from cabinet, chain locked and covered with tarp.

#### **MINIMUM RESPONSE TIME:**

None

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

S.S. Cabinet

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS  IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

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

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

CONTRACTOR RECEIPT ACKNOWLEDGED:

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

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

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b> Pipeline
<b>ITEM</b> A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the March 20, 2014, DuPage Water Commission Meeting  Resolution No. R-7-14	<b>APPROVAL</b>    
<p>Account Number: 01-60-6631</p> <p>The Commission entered into certain agreements dated July 1, 2013 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-7-14 would approve the following Work Authorization Orders under the Quick Response Contracts.</p> <p><b>Work Authorization Order No. 004 to Rossi Contractors, Inc.</b> This Work Authorization was issued, and the work started, prior to board approval and was in response to the discovery of water surfacing from above a Commission 30" PCCP main located within the confines of our easement with the Metropolitan Rail Corporation (METRA) approximately 600 L.F. west of Catalpa Ave. in the City of Itasca.</p> <p>After the pipe had been exposed, it was discovered that the leak was the result of the structural failure of the pipe. The pipe section in question was damaged beyond repair necessitating its removal and replacement. Once the work to remove the damage pipe section had begun, work continued around the clock until the replacement pipe and fittings were in place, and all pipe joints had been adequately restrained.</p> <p>The general scope of this work included: excavating and exposing Commission facilities, locating and identifying the pipe in need of repair, dewatering the main, repairing the failure by means of pipe removal and replacement, installing pipe restraints and corrosion control devices, disposal of unsuitable materials, backfilling the excavation with excavated and virgin materials, restoring the area to its existing condition, and pipeline disinfection.</p> <p>The pipe section that failed was in the same area where METRA constructed and operated a spur track within the limits of our easement, adjacent to and over our facilities, without the Commission's prior knowledge or consent, and in violation of the Commission's easement rights.</p> <p>The total cost for this work is not known at this time but is estimated to range between \$125,000.00 and \$145,000.00.</p> <p><b>MOTION:</b> To adopt Resolution No. R-7-14</p>	

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-7-14

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-10/13 AT THE  
MARCH 20, 2014, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated July 1, 2013, with John Neri Construction Co. and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-10/13"); and

WHEREAS, Contract QR-10/13 is designed to allow the Commission to direct one or more or all of the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for quick response construction work could not have been reasonably foreseen at the time the contracts were signed; and

WHEREAS, it is the opinion of the Commission that the work authorized by this Resolution is necessitated due to the construction and operation of a spur track, adjacent to and over Commission facilities, by the Metropolitan Rail Corporation("METRA"), without the Commission's prior knowledge or consent, in violation of the Commission's easement rights. Commission staff is authorized and directed to seek reimbursement from METRA for the damages resulting from METRA'S actions in violation of the Commission's easement rights.

Resolution No. R-7-14

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

Resolution No. R-7-14

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Chairman

ATTEST:

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Clerk

Board/Resolutions/R-7-14.docx

Exhibit 1

## WORK AUTHORIZATION ORDER

SHEET 1 OF 2

### CONTRACT QR-10/13: QUICK RESPONSE CONTRACT

**WORK AUTHORIZATION ORDER NO.:** QR-10.004

**LOCATION:**

METRA R.O.W. approximately 600 L.F. west of Catalpa Ave. in the City of Itasca.

**CONTRACTOR:**

Rossi Contractors Inc.

**DESCRIPTION OF WORK:**

Provide and maintain traffic and pedestrian controls, excavate and expose Commission facilities, locate and identify the area(s) of pipe in need of repair, dewater the main if necessary, repair the failed pipe areas(s) by means of welded patch panel(s), repair band(s), repair sleeve(s), pipe replacement, or by other methods as may be necessary or as directed by the Commission. Install pipe restraints and corrosion control devices as necessary, dispose of unsuitable materials, backfill the excavation with excavated and/or virgin material, restore the area to its existing condition, pipeline disinfection and all other work as necessary or as directed by the Commission.

**REASON FOR WORK:**

Investigate and repair the source of a leak in a Commission 30" diameter PCCP water main.

**MINIMUM RESPONSE TIME:**

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

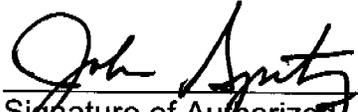
IS  IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:  
N/A

SUBMITTALS REQUESTED: N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: N/A

DUPAGE WATER COMMISSION

By:   
Signature of Authorized  
Representative

DATE: 2/14/14

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By:   
Signature of Authorized  
Representative

Safety Rep:  312 718-6879  
Name and 24-Hr Phone No.

DATE: 2-14-14

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Engineering and Construction Committee	<b>ORIGINATING DEPARTMENT</b> Facilities Construction/Safety Coordinator
<b>ITEM</b> To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the Purchase and Installation Services for an Additional Four (4) PAX mixers from Utility Service Company at an Estimated Cost of \$198,400.00	<b>APPROVAL</b>  

Account Number: 01-60-7708.01

In order to optimize water quality throughout the Commission's water distribution and storage system, Staff is recommending the installation of tank mixing systems at all Standpipes. As part of a long term comprehensive water quality optimization program, Staff is recommending removing standpipes from service and installing a PAX PWM-600 mixer in each.

There are several benefits of installing the PAX submersible mixer over other forms of active or passive mixing systems: Continuous (24/7) tank mixing regardless of system pumping and distribution operations; The least in equipment costs; the least in construction costs (least amount of time and labor & equipment costs); the least amount of structural or mechanical adaptation required on the tank; and the least invasive to the internal infrastructure of the tank (cathodic protection systems).

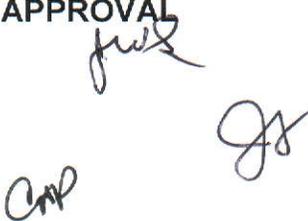
Under a previous Request for Board Action (August 2013), the Board approved the purchase and installation of a single PAX PWM-500 for Tank 4W. After some minor installation issues were corrected, the mixer has been operational 100% of the time. Over the past several months, Staff and the mixer representatives have inspected Tank 4W against its sister Tank 4E as well as another tank. Tank 4W, the tank with the PAX mixer, has notably less ice formation on the tank walls. The mixer manufacturer, the local mixer representatives and Staff feel that it is a reasonable assumption that the lessened ice formation in Tank 4W is indicative of better water movement and better mixing of water, which is the desired outcome.

In addition, The mixer manufacturer has indicated better mixing of the water could be achieved by upsizing the mixer in Tank 4W and installing the larger size mixers in the remaining tanks. The mixer manufacturer has offered the Commission an upsize to the currently installed smaller mixer at no charge if the Commission purchases and installs four (4) of the larger mixers.

For information purposes, Staff would, through the Electrical Quick Response Contract (QRE) and at a later request for Board action, be seeking authorization to bring electrical

<b>AGENDA SECTION</b>	Engineering and Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction/Safety Coordinator
<b>ITEM</b>	To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the Purchase and Installation Services for an Additional Four (4) PAX mixers from Utility Service Company at an Estimated Cost of \$198,400.00	<b>APPROVAL</b>	
<p>service and data transmission wiring from the Commission's power panel and Remote Telemetry Unit to the PAX mixer to provide power and monitoring of the mixing system.</p>			
<p>This request would authorize the purchase and installation of the PAX mixers from Utility Service Company as the exclusive supplier for PAX Water Technologies, Inc. in the Northern Illinois market.</p>			
<p>\$1.8MM was budgeted in the FY 2013/2014 Annual Management Budget for a standpipe mixing system.</p>			
<p>Board approval is required due to the sole source supply for the estimated expense of \$198,400.00.</p>			
<p><b>MOTION:</b> To suspend DWC purchasing procedures and authorize the General Manager to purchase an additional four (4) PAX mixers and installation services from Utility Service Company at an estimated cost of \$198,400.00.</p>			

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> New Business	<b>ORIGINATING DEPARTMENT</b> Instrumentation/ Remote Facilities									
<b>ITEM</b> Authorization to purchase Surge Protective Devices from Steiner Electric Company for the amount of \$33,999.00	<b>APPROVAL</b> 									
Account Number: 01-60-6633										
<p>This request for board action is to give the General Manager the authorization to purchase Surge Protective Devices (SPD) from Steiner Electric Company in the amount of \$33,999.00. This purchase is for 100 SPD's to use in place of older TVSS's that were installed in breaker panels at all remote facilities more than 15 years ago to help protect the electronic circuits in the remote terminal units from voltage spikes and surges. Staff has recently learned that the original SPD's may or may not be functional and according to the manufacturer there is no way to test if it is functional and that is why newer models have visual indicators.</p>										
<p>In conjunction with Resolution R-6-14 for work authorization order QRE-6.003 staff is recommending to provide the contractor with SPD's to install while they are correcting other issues in the breaker panels. The remaining units will over time be installed in place of the original TVSS's by staff.</p>										
<p>Staff requested sealed proposals from four vendors and found we could get a much better price than the contractors if buying in quantity. Only two vendors supplied sealed proposals, see table.</p>										
<table border="1"> <thead> <tr> <th>Vendor</th> <th>Make and Model of SPD</th> <th>Quote for Qty 100</th> </tr> </thead> <tbody> <tr> <td>Steiner Electric Company</td> <td>GE TLE120S050WM</td> <td>\$339.99/each</td> </tr> <tr> <td>Graybar</td> <td>GE TLE120S050WM</td> <td>\$708.79/each</td> </tr> </tbody> </table>		Vendor	Make and Model of SPD	Quote for Qty 100	Steiner Electric Company	GE TLE120S050WM	\$339.99/each	Graybar	GE TLE120S050WM	\$708.79/each
Vendor	Make and Model of SPD	Quote for Qty 100								
Steiner Electric Company	GE TLE120S050WM	\$339.99/each								
Graybar	GE TLE120S050WM	\$708.79/each								
<p><b>MOTION:</b> To give the General Manager the authorization to purchase Surge Protective Devices from Steiner Electric Company for the amount of \$33,999.00.</p>										



# DuPage Water Commission

## MEMORANDUM

TO: John Spatz, General Manager  
FROM: Cheryl Peterson, Financial Administrator *CP*  
DATE: March 11, 2014  
SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the March 20, 2014 Commission meeting:

Feb 11, 2014 to March 10, 2014 A/P Report	\$7,261,080.54
Accrued and estimated payments required before April Commission meeting	<u>801,420.00</u>
Total	<u>\$8,062,500.54</u>

cc: Chairman and Commissioners

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 4-17-14  
Board Meeting Date: March 20, 2014**

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
40,000.00	Blue Cross Blue Shield - Health Insurance			
5,500.00	Euclid Managers - Dental Insurance			
8,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
250.00	Comcast - Internet Service			
2,000.00	AT & T - Telephone Charges			
2,600.00	AT & T - Scada Backhaul Network			
1,000.00	Fed - Ex - Postage/Delivery			
8,000.00	Business Card Charges			
1,000.00	Home Depot - Maintenance Supplies			
550.00	Waste Management - Disposal Services			
1,500.00	Konica Minolta - Copy and Lease Charges			
2,000.00	Grainger - Supplies for Operations			
1,500.00	ABC Commercial			
1,400.00	Bridgepoint - sharepoint Configuration			
500.00	Beary Landscaping-Irrigation System Maint			
400.00	Cathodic Protection - Meter Repair TS4E			
500.00	Encap - Landscape Services			
23,000.00	Hon - Office Furniture			
1,200.00	Insight - Instrumentation Supplies			
50.00	Local 399 - Seminar			
6,000.00	John J. Millner & Assoc			
100.00	My Office Products - Office Supplies			
8,200.00	National Relay Labs, Inc. - Relay Calibration			
100.00	Office Depot - Office Supplies			
500.00	Program One - Window Cleaning			
145,000.00	Rossi - R-7-14			
600.00	Speciality Mat - February Service			
4,020.00	Schneider Electric Buildings - BAS Server Upgrade			
5,550.00	Superior Industrial Equipment - Install Mechanical Seal Rebuild Kit			

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 4-17-14  
Board Meeting Date: March 20, 2014**

100.00 Skarshaug Laboratories - Glove Testing  
350.00 Staples - Office Supplies  
100.00 Sir Speedy - Office Supplies  
4,650.00 Villa Park Office Equipt - Office Equipment  
1,500.00 Villa Park - Uniforms  
6,500.00 Whiting Services - Crane Repair

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801,420.00

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

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

01-1663 AECOM

INV	37422890		3/06/14	3/06/14			N EMERGENCY INTERCONNECTIONS	5,561.68	
	OPER		3/10/14				PO:	5,561.68	
							01 -60-6280 EMERGENCY INTERCONNECTIONS		5,561.68

\*\*\*\*\* TOTALS: GROSS: 5,561.68 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,561.68 \*\*\*\*\*

01-1886 ANDERSON PEST SOLUTIONS

INV	2842835		3/01/14	3/01/14			N EXTERMINATOR SERVICE	114.00	
	OPER		3/05/14				PO: 16626	114.00	
							01 -60-6290 EXTERMINATOR SERVICE		114.00

\*\*\*\*\* TOTALS: GROSS: 114.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 114.00 \*\*\*\*\*

01-1516 ARAMARK REFRESHMENTS

INV	99444522		3/06/14	3/06/14			N OFFICE SUPPLIES	209.21	
	OPER		3/06/14				PO: 16638	209.21	
							01 -60-6521 COFFEE SUPPLIES		209.21

\*\*\*\*\* TOTALS: GROSS: 209.21 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 209.21 \*\*\*\*\*

01-1397 AT&T

INV	201403054449		2/22/14	2/22/14			N DPPS PHONE SVC: 1/23-2/22/14	331.79	
	OPER		2/28/14				PO: 16629	331.79	
							01 -60-6514.01 DPPS PHONE SVC: 1/23-2/22/14		331.79

\*\*\*\*\* TOTALS: GROSS: 331.79 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 331.79 \*\*\*\*\*

01-1802 BAKER TILLY VIRCHOW KRAUSE

INV	201403104477		2/28/14	2/28/14			N JAN 2014 & FEB 2014	2,326.50	
	OPER		2/28/14				PO:	2,326.50	
							01 -60-6290 JAN 2014 & FEB 2014		2,326.50

\*\*\*\*\* TOTALS: GROSS: 2,326.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,326.50 \*\*\*\*\*

01-1017 BATTERIES PLUS

INV	288-103922-01		2/21/14	2/21/14			N METER STATION SUPPLIES	119.94	
	OPER		2/28/14				PO: 16559	119.94	
							01 -60-6624 METER STATION SUPPLIES		119.94

\*\*\*\*\* TOTALS: GROSS: 119.94 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 119.94 \*\*\*\*\*

01-1649 BLUE DOT SOLUTIONS

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			
01-1649	BLUE DOT SOLUTIONS		** CONTINUED **										
	INV	201402264433	2/17/14	2/17/14		N		ADVANCED MOBILE SOFTWARE		1,887.45			
	OPER		2/27/14					PO: 16555		1,887.45			
						01	-60-6590	ADVANCED MOBILE SOFTWARE			1,887.45		
***** TOTALS:			GROSS:	1,887.45	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,887.45	*****
01-1692	BRIDGEPOINT TECHNOLOGIES												
	INV	21610	2/12/14	2/12/14		N		WTR CONSRV-FILE SHARING		75.00			
	OPER		2/17/14					PO: 16539		75.00			
						01	-60-6290	WTR CONSRV-FILE SHARING			75.00		
	INV	21611	2/12/14	2/12/14		N		WRT CONSRV-HOSTING		50.00			
	OPER		2/17/14					PO: 16538		50.00			
						01	-60-6290	WRT CONSRV-HOSTING			50.00		
	INV	21825	3/07/14	3/07/14		N		WTR CONSRV-FILE SHARING		75.00			
	OPER		3/10/14					PO: 16648		75.00			
						01	-60-6290	WTR CONSRV-FILE SHARING			75.00		
	INV	21826	3/07/14	3/07/14		N		WTR-CONSRV-HOSTING		50.00			
	OPER		3/10/14					PO: 16648		50.00			
						01	-60-6290	WTR-CONSRV-HOSTING			50.00		
***** TOTALS:			GROSS:	250.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	250.00	*****
01-1332	CASSIDY TIRE & SERVICE												
	INV	3141393	2/21/14	2/21/14		N		VEHICLE REPAIR: M175659		688.96			
	OPER		2/28/14					PO: 16593		688.96			
						01	-60-6641	VEHICLE REPAIR: M175659			688.96		
***** TOTALS:			GROSS:	688.96	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	688.96	*****
01-1134	CITY OF CHICAGO DEPARTMENT												
	INV	201402274440	2/21/14	2/21/14		N		LEX PUMP STN LABOR: JAN 2014		26,476.12			
	OPER		2/27/14					PO: 16591		26,476.12			
						01	-60-6611.03	LEX PUMP STN LABOR: JAN 2014			26,476.12		
	INV	201403054444	2/24/14	2/24/14		N		LEX PS-REPAIRS & MAINTENANCE		19,635.69			
	OPER		2/28/14					PO: 16610		19,635.69			
						01	-60-6611.03	LEX PS-REPAIRS & MAINTENANCE			19,635.69		
***** TOTALS:			GROSS:	46,111.81	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	46,111.81	*****
01-1135	CITY OF CHICAGO SUPERINTEN												

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

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

01-1135 CITY OF CHICAGO SUPERINTEN\*\* CONTINUED \*\*

INV	201403054448		2/28/14	2/28/14		N		WATER BILLING: FEBRUARY 2014		7,024,079.20	
OPER			2/28/14					PO: 16620		7,024,079.20	
						01	-60-6611.01	WATER BILLING: FEBRUARY 2014			7,024,079.20

\*\*\*\*\* TOTALS: GROSS: 7,024,079.20 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 7,024,079.20 \*\*\*\*\*

01-1821 COLLEY ELEVATOR COMPANY

INV	128107		2/28/14	2/28/14		N		ANNUAL ELEVATOR INSPECTION		210.00	
OPER			2/28/14					PO: 16632		210.00	
						01	-60-6290	ANNUAL ELEVATOR INSPECTION			210.00

\*\*\*\*\* TOTALS: GROSS: 210.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 210.00 \*\*\*\*\*

01-1733 COMED

INV	201403074465		2/28/14	2/28/14		N		METER STN ELEC: 2280118043		175.54	
OPER			2/28/14					PO: 16643		175.54	
						01	-60-6612.02	METER STN ELEC: 2280118043			175.54

INV	201403074466		3/03/14	3/03/14		N		METER STN ELEC: 0008093052		55.35	
OPER			3/05/14					PO: 16644		55.35	
						01	-60-6612.02	METER STN ELEC: 0008093052			55.35

INV	201403074467		3/03/14	3/03/14		N		METER STN ELEC: 0623140063		76.90	
OPER			3/05/14					PO: 16645		76.90	
						01	-60-6612.02	METER STN ELEC: 0623140063			76.90

INV	201403074476		3/03/14	3/03/14		N		METER STN ELEC: 6861016002		36.24	
OPER			3/05/14					PO: 16647		36.24	
						01	-60-6612.02	METER STN ELEC: 6861016002			36.24

\*\*\*\*\* TOTALS: GROSS: 344.03 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 344.03 \*\*\*\*\*

01-1902 CONSTELLATION NEWENERGY, I

INV	0013837807		3/05/14	3/05/14		N		ELEC SVC: 1/31-3/02/14		150,693.99	
OPER			3/10/14					PO: 16650		150,693.99	
						01	-60-6612.01	ELEC SVC: 1/31-3/02/14			150,693.99

\*\*\*\*\* TOTALS: GROSS: 150,693.99 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 150,693.99 \*\*\*\*\*

01-1569 EDWARD COUGHLIN

INV	201403054445		2/25/14	2/25/14		Y		SECURITY: 2/20/13		75.00	
OPER			2/28/14					PO: 16604		75.00	
						01	-60-6191	SECURITY: 2/20/13			75.00

\*\*\*\*\* TOTALS: GROSS: 75.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 75.00 \*\*\*\*\*

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					
-----													
01-1654	ELECSYS CORPORATION												
	INV	122852	2/21/14	2/21/14		N	DEFAULT CP GRP MSGS; FEB 2014	179.00					
	OPER		2/28/14				PO: 16630	179.00					
						01	-60-6514.02	DEFAULT CP GRP MSGS; FEB 2014	179.00				
===== TOTALS:			GROSS:	179.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	179.00	=====
01-1414	ROCKY ELLINGSWORTH												
	INV	201403074462	2/28/14	2/28/14		N	TRAVEL EXPENSES	24.19					
	OPER		2/28/14				PO: 16609	24.19					
						01	-60-6131	TRAVEL EXPENSES	24.19				
===== TOTALS:			GROSS:	24.19	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	24.19	=====
01-1140	CITY OF ELMHURST												
	INV	201403054453	3/01/14	3/01/14		N	VEHICLE STICKER 14/15 M80328	90.00					
	OPER		3/05/14				PO: 16625	90.00					
						01	-60-6643	VEHICLE STICKER 14/15 M80328	90.00				
	INV	201403054454	3/01/14	3/01/14		N	VEHICLE STICKER 14/15 M127481	90.00					
	OPER		3/05/14				PO: 16625	90.00					
						01	-60-6643	VEHICLE STICKER 14/15 M127481	90.00				
	INV	201403054455	3/01/14	3/01/14		N	VEHICLE STICKER 14/15 M149226	126.00					
	OPER		3/05/14				PO: 16625	126.00					
						01	-60-6643	VEHICLE STICKER 14/15 M149226	126.00				
	INV	201403054456	3/01/14	3/01/14		N	VEHICLE STICKER 14/15 M153835	126.00					
	OPER		3/05/14				PO: 16625	126.00					
						01	-60-6643	VEHICLE STICKER 14/15 M153835	126.00				
	INV	201403054457	3/01/14	3/01/14		N	VEHICLE STICKER 14/15 M169815	126.00					
	OPER		3/05/14				PO: 16625	126.00					
						01	-60-6643	VEHICLE STICKER 14/15 M169815	126.00				
	INV	201403054458	3/01/14	3/01/14		N	VEHICLE STICKER 14/15 M176151	36.00					
	OPER		3/05/14				PO: 16625	36.00					
						01	-60-6643	VEHICLE STICKER 14/15 M176151	36.00				
	INV	201403054459	3/01/14	3/01/14		N	VEHICLE STICKER 14/15 M184222	36.00					
	OPER		3/05/14				PO: 16625	36.00					
						01	-60-6643	VEHICLE STICKER 14/15 M184222	36.00				
	INV	201403074468	3/01/14	3/01/14		N	VEHICLE STICKER 13/14 M 79697	126.00					
	OPER		3/05/14				PO: 16625	126.00					

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

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/ 1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-				
		BANK	POST DT	DISC DT	CHECK#				BALANCE					
01-1140		CITY OF ELMHURST	** CONTINUED **											
						01 -60-6643	VEHICLE STICKER 13/14 M79697			126.00				
INV	201403074469		3/01/14	3/01/14		N	VEHICLE STICKER 13/14 M78556		126.00					
	OPER		3/05/14				PO: 16625		126.00					
						01 -60-6643	VEHICLE STICKER 13/14 M78556			126.00				
INV	201403074470		3/01/14	3/01/14		N	VEHICLE STICKER 13/14 M66159		36.00					
	OPER		3/05/14				PO: 16625		36.00					
						01 -60-6643	VEHICLE STICKER 13/14 M66159			36.00				
INV	201403074471		3/01/14	3/01/14		N	VEHICLE STICKER 13/14 M63637		36.00					
	OPER		3/05/14				PO: 16625		36.00					
						01 -60-6643	VEHICLE STICKER 13/14 M63637			36.00				
INV	201403074472		3/01/14	3/01/14		N	VEHICLE STICKER 13/14 M166601		36.00					
	OPER		3/05/14				PO: 16625		36.00					
						01 -60-6643	VEHICLE STICKER 13/14 M166601			36.00				
INV	201403074473		3/01/14	3/01/14		N	VEHICLE STICKER 13/14 M175659		36.00					
	OPER		3/05/14				PO: 16625		36.00					
						01 -60-6643	VEHICLE STICKER 13/14 M175659			36.00				
INV	201403074474		3/01/14	3/01/14		N	VEHICLE STICKER 13/14 M186507		36.00					
	OPER		3/05/14				PO: 16625		36.00					
						01 -60-6643	VEHICLE STICKER 13/14 M186507			36.00				
***** TOTALS: GROSS:			1,062.00	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,062.00	*****
01-1997		ENGINEERING NEWS-RECORD												
INV	201403054446		2/28/14	2/28/14		N	ENR MAGAZINE		29.95					
	OPER		2/28/14				PO: 16572		29.95					
						01 -60-6522	ENR MAGAZINE			29.95				
***** TOTALS: GROSS:			29.95	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	29.95	*****
01-1154		ENGLEWOOD ELECTRIC SUPPLY												
INV	609757		2/25/14	3/27/14		N	METER STATION SUPPLIES		1,395.75					
	OPER		2/28/14				PO: 16534		1,395.75					
						01 -60-6633	METER STATION SUPPLIES			1,395.75				
***** TOTALS: GROSS:			1,395.75	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,395.75	*****
01-1947		GARVEY'S OFFICE PRODUCTS												
INV	PINV743221		3/05/14	3/05/14		N	OFFICE SUPPLIES		24.48					
	OPER		3/10/14				PO: 16622		24.48					

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			
01-1947		GARVEY'S OFFICE PRODUCTS	** CONTINUED **										
							01	-60-6521	OFFICE SUPPLIES		24.48		
===== TOTALS:			GROSS:	24.48	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	24.48	=====
01-1892		GORSKI & GOOD, LLP											
	INV	201403104478	2/28/14	2/28/14		Y		ATTORNEY FEES: FEBRUARY 2014		4,571.01			
	OPER		2/28/14					PO:		4,571.01			
							01	-60-6251	ATTORNEY FEES: FEBRUARY 2014		2,791.01		
							01	-2612.09	ATTORNEY FEES: FEBRUARY 2014		1,780.00		
							01	-60-7112.01	ATTORNEY FEES: FEBRUARY 2014		1,780.00		
							01	-5920	ATTORNEY FEES: FEBRUARY 2014		1,780.00CR		
===== TOTALS:			GROSS:	4,571.01	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	4,571.01	=====
01-1055		GRAINGER											
	INV	9374161686	2/25/14	3/27/14		N		MAINTENANCE SUPPLIES		1,964.86			
	OPER		2/28/14					PO: 16589		1,964.86			
							01	-60-6560	MAINTENANCE SUPPLIES		1,964.86		
	INV	9375612851	2/26/14	3/28/14		N		METER STATION SUPPLIES		180.85			
	OPER		2/28/14					PO: 16605		180.85			
							01	-60-6560	METER STATION SUPPLIES		180.85		
===== TOTALS:			GROSS:	2,145.71	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,145.71	=====
01-1068		HACH COMPANY											
	INV	8688816	2/10/14	3/12/14		N		MONTHLY CHEMICALS		360.24			
	OPER		2/17/14					PO: 16550		360.24			
							01	-60-6614	MONTHLY CHEMICALS		360.24		
	INV	8720203	3/03/14	4/02/14		N		MONTHLY CHEMICALS		666.47			
	OPER		3/05/14					PO: 16646		666.47			
							01	-60-6614	MONTHLY CHEMICALS		666.47		
===== TOTALS:			GROSS:	1,026.71	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,026.71	=====
01-1082		ILLINOIS PAPER & COPIER CO											
	INV	IN95941	3/06/14	3/06/14		N		OFFICE SUPPLIES		315.00			
	OPER		3/06/14					PO: 16623		315.00			
							01	-60-6521	OFFICE SUPPLIES		315.00		
===== TOTALS:			GROSS:	315.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	315.00	=====
01-1904		IT SAVVY LLC											

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

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1904	IT SAVVY LLC		** CONTINUED **										
	INV	696971	2/20/14	2/20/14		N		IPAD KEYBOARD CASE		88.00			
	OPER		2/27/14					PO: 16573		88.00			
						01	-60-6851	IPAD KEYBOARD CASE			88.00		
***** TOTALS:			GROSS:	88.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	88.00	*****
01-1391	J. J. KELLER & ASSOCIATES,												
	INV	9100024695	3/04/14	3/04/14		N		HIPAA ESNTLS MNL ONLN ED 5Y		627.00			
	OPER		3/10/14					PO:		627.00			
						01	-60-6522	HIPAA ESNTLS MNL ONLN ED 5Y			627.00		
***** TOTALS:			GROSS:	627.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	627.00	*****
01-1077	MAPLOGIC CORPORATION												
	INV	MLC-2014-124	3/04/14	3/04/14		N		YLY SOFTWARE MAINT LISCENSE		250.00			
	OPER		3/05/14					PO: 16554		250.00			
						01	-60-6590	YLY SOFTWARE MAINT LISCENSE			250.00		
***** TOTALS:			GROSS:	250.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	250.00	*****
01-1775	MCWILLIAMS ELECTRIC COMPAN												
	INV	73842	2/28/14	2/28/14		N		INSURANCE AND BONDS FOR 2014		1,150.00			
	OPER		2/28/14					PO: 16635		1,150.00			
						01	-60-6633	INSURANCE AND BONDS FOR 2014			1,150.00		
***** TOTALS:			GROSS:	1,150.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,150.00	*****
01-1678	MYOFFICE PRODUCTS												
	INV	OE-1990856-1	2/28/14	2/28/14		N		OFFICE SUPPLIES		83.78			
	OPER		2/28/14					PO: 16600		83.78			
						01	-60-6521	OFFICE SUPPLIES			83.78		
***** TOTALS:			GROSS:	83.78	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	83.78	*****
01-1858	NATIONAL LIFT TRUCK, INC.												
	INV	IV140210589	2/27/14	2/27/14		N		ANNUAL INSPECTION OF LIFT		114.63			
	OPER		2/28/14					PO: 16402		114.63			
						01	-60-6560	ANNUAL INSPECTION OF LIFT			114.63		
	INV	IV140210592	2/27/14	2/27/14		N		ANNUAL INSPECTION OF LIFT		233.80			
	OPER		2/28/14					PO: 16402		233.80			
						01	-60-6560	ANNUAL INSPECTION OF LIFT			233.80		

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

01-1858 NATIONAL LIFT TRUCK, INC. \*\* CONTINUED \*\*

INV	IV140210639		2/28/14	2/28/14		N		ANNUAL INSPECTION OF LIFT		256.94	
	OPER		2/28/14					PO: 16402		256.94	
						01	-60-6560	ANNUAL INSPECTION OF LIFT			256.94

\*\*\*\*\* TOTALS: GROSS: 605.37 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 605.37 \*\*\*\*\*

01-2001 NATIONAL POWER RODDING COR

INV	44550		2/27/14	2/27/14		N		30' WATER MAIN - INSPECTION		1,968.75	
	OPER		2/28/14					PO:		1,968.75	
						01	-60-6631	30' WATER MAIN - INSPECTION			1,968.75

\*\*\*\*\* TOTALS: GROSS: 1,968.75 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,968.75 \*\*\*\*\*

01-1110 NEWARK

INV	24808298		2/18/14	3/20/14		N		METER STATION SUPPLIES		259.29	
	OPER		2/27/14					PO: 16557		259.29	
						01	-60-6633	METER STATION SUPPLIES			259.29

\*\*\*\*\* TOTALS: GROSS: 259.29 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 259.29 \*\*\*\*\*

01-1395 OFFICE DEPOT

INV	693560842001		2/26/14	3/28/14		N		OFFICE SUPPLIES		46.00	
	OPER		2/28/14					PO: 16595		46.00	
						01	-60-6521	OFFICE SUPPLIES			46.00

INV	693894770001		2/27/14	3/29/14		N		OFFICE SUPPLIES		74.99	
	OPER		2/28/14					PO: 16595		74.99	
						01	-60-6521	OFFICE SUPPLIES			74.99

INV	693894862001		2/27/14	3/29/14		N		OFFICE SUPPLIES		34.39	
	OPER		2/28/14					PO: 16595		34.39	
						01	-60-6521	OFFICE SUPPLIES			34.39

INV	695364538001		3/05/14	4/04/14		N		OFFICE DEPOT		120.34	
	OPER		3/05/14					PO:		120.34	
						01	-60-6521	OFFICE DEPOT			120.34

INV	695364666001		3/05/14	4/04/14		N		OFFICE SUPPLIES		225.90	
	OPER		3/10/14					PO: 16633		225.90	
						01	-60-6521	OFFICE SUPPLIES			225.90

INV	695388065001		3/05/14	4/04/14		N		OFFICE SUPPLIES		52.59	
	OPER		3/10/14					PO: 16633		52.59	
						01	-60-6521	OFFICE SUPPLIES			52.59

\*\*\*\*\* TOTALS: GROSS: 554.21 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 554.21 \*\*\*\*\*

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

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

01-1999 POWER-IO, INC.

INV	16720	2/26/14	2/26/14	N	METER STATION SUPPLIES	27.90		
	OPER	2/28/14			PO: 16599	27.90		
				01	-60-6623 METER STATION SUPPLIES		27.90	
INV	16728	3/03/14	3/03/14	N	METER STATION SUPPLIES	167.40		
	OPER	3/05/14			PO: 16599	167.40		
				01	-60-6623 METER STATION SUPPLIES		167.40	

===== TOTALS:    GROSS:            195.30    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            195.30    =====

01-1664 PROGRAM ONE PROFESSIONAL B

INV	57022	2/27/14	2/27/14	N	WINDOW CLEANING	454.28		
	OPER	2/28/14			PO: 16649	454.28		
				01	-60-6290 WINDOW CLEANING		454.28	
INV	57728	2/27/14	2/27/14	N	WINDOW CLEANING	454.28		
	OPER	2/28/14			PO: 16649	454.28		
				01	-60-6290 WINDOW CLEANING		454.28	

===== TOTALS:    GROSS:            908.56    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            908.56    =====

01-1118 REGIONAL TRUCK EQUIPMENT C

INV	188129	2/18/14	2/28/14	N	PARTST TO REPAIR WESTERN PLOW	29.94	
	OPER	2/24/14			PO: 16567	29.94	
				01	-60-6641 PARTST TO REPAIR WESTERN PLOW		29.94

===== TOTALS:    GROSS:            29.94    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            29.94    =====

01-1078 RELIABLE OFFICE SUPPLIES

CM	FF456000	2/19/14	2/19/14	N	OFFICE SUPPLIES RETURNED	32.47CR		
	OPER	2/28/14			PO: 16634	32.47CR		
				01	-60-6521 OFFICE SUPPLIES RETURNED		32.47CR	
INV	FF456000	2/10/14	3/12/14	N	OFFICE SUPPLIES	48.94		
	OPER	2/28/14			PO: 16634	48.94		
				01	-60-6521 OFFICE SUPPLIES		48.94	

===== TOTALS:    GROSS:            16.47    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            16.47    =====

01-1813 ROESCH FORD

INV	35980	3/03/14	3/03/14	N	VEHICLE REPAIRS	431.26	
	OPER	3/05/14			PO: 16585	431.26	



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

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1040	SPECIALTY MAT SERVICE		** CONTINUED **										
	INV	704668	1/23/14	2/10/14		N		MAT SERVICE: 1/23/14		131.67			
	OPER		2/17/14					PO: 16549		131.67			
						01	-60-6290	MAT SERVICE: 1/23/14			131.67		
	INV	705716	1/30/14	2/10/14		N		MAT SERVICE: 13014		131.67			
	OPER		2/17/14					PO: 16549		131.67			
						01	-60-6290	MAT SERVICE: 13014			131.67		
===== TOTALS:			GROSS:	263.34	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	263.34	=====
01-1125	TOTAL FIRE & SAFETY, INC.												
	INV	58400	2/03/14	2/18/14		N		FIRE EXTINGUISHER MAINTENANCE		427.05			
	OPER		2/24/14					PO: 16317		427.05			
						01	-60-6560	FIRE EXTINGUISHER MAINTENANCE			427.05		
===== TOTALS:			GROSS:	427.05	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	427.05	=====
01-1046	TREE TOWNS REPRO SERVICE												
	INV	200977-IN	2/10/14	3/12/14		N		TS PLAN REPRINTS FOR PERMIT		36.92			
	OPER		2/28/14					PO: 16584		36.92			
						01	-60-6634	TS PLAN REPRINTS FOR PERMIT			36.92		
===== TOTALS:			GROSS:	36.92	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	36.92	=====
01-1427	VILLA PARK ELECTRICAL SUPP												
	INV	01833117	2/06/14	3/30/14		N		UNIFORMS		28.80			
	OPER		2/17/14					PO: 16544		28.80			
						01	-60-6626	UNIFORMS			28.80		
	INV	01833118	2/06/14	3/30/14		N		UNIFORMS		76.80			
	OPER		2/17/14					PO: 16542		76.80			
						01	-60-6626	UNIFORMS			76.80		
	INV	01833119	2/06/14	3/30/14		N		UNIFORMS		144.00			
	OPER		2/17/14					PO: 16540		144.00			
						01	-60-6626	UNIFORMS			144.00		
	INV	01833120	2/06/14	3/30/14		N		UNIFORMS		76.80			
	OPER		2/17/14					PO: 16546		76.80			
						01	-60-6626	UNIFORMS			76.80		
	INV	01833121	2/06/14	3/30/14		N		UNIFORMS		115.20			
	OPER		2/17/14					PO: 16545		115.20			
						01	-60-6626	UNIFORMS			115.20		

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

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

01-1427 VILLA PARK ELECTRICAL SUPP\*\* CONTINUED \*\*

INV	01833920	2/21/14	3/30/14	N	UNIFORMS	104.00	
	OPER	2/27/14			PO: 16594	104.00	
				01	-60-6626 UNIFORMS		104.00

\*\*\*\*\* TOTALS: GROSS: 545.60 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 545.60 \*\*\*\*\*

01-2000 WILLIAM WEGNER

INV	201403074460	2/28/14	2/28/14	N	TRAVEL EXPENSES	40.83	
	OPER	2/28/14			PO: 16606	40.83	
				01	-60-6131 TRAVEL EXPENSES		40.83

\*\*\*\*\* TOTALS: GROSS: 40.83 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 40.83 \*\*\*\*\*

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	7,261,080.54	0.00	7,261,080.54
** TOTALS **	7,261,080.54	0.00	7,261,080.54

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

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

PREPAID TOTALS

	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	7,261,080.54	0.00	7,261,080.54
VOIDED ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>7,261,080.54</b>	<b>0.00</b>	<b>7,261,080.54</b>

U N P A I D   R E C A P

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	7,261,113.01
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	32.47-
<b>** UNPAID TOTALS **</b>	<b>7,261,080.54</b>

\*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 2612.09	CNST DEP - YORK METER STATION	1,780.00
01 5920	CONTRIBUTIONS	1,780.00CR
01 60-6131	TRAVEL	92.31
01 60-6191	OTHER PERSONNEL COSTS	75.00
01 60-6251	LEGAL SERVICES- GENERAL	2,791.01
01 60-6280	CONSULTING SERVICES	7,311.68
01 60-6290	CONTRACTUAL SERVICES	4,072.40
01 60-6514.01	TELEPHONE	331.79
01 60-6514.02	CELL PHONE & CORR. TELEMETRY	179.00
01 60-6521	OFFICE SUPPLIES	1,203.15
01 60-6522	BOOKS & PUBLICATIONS	656.95
01 60-6560	REPAIRS & MAINT- BLDGS & GRN	3,178.13
01 60-6590	COMPUTER/SOFTWARE MAINTENANCE	2,137.45
01 60-6611.01	WATER BILLING	7,024,079.20
01 60-6611.03	OPERATIONS & MAINTENANCE	46,111.81
01 60-6612.01	PUMP STATION	150,693.99
01 60-6612.02	METER STATION, ROV, TANK SITE	344.03
01 60-6614	WATER TESTING	1,026.71

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
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## \*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 60-6623	METER TESTING & REPAIRS	195.30
01 60-6624	SCADA / INSTRUMENTATION	119.94
01 60-6626	UNIFORMS	545.60
01 60-6627	SAFETY	85.49
01 60-6631	PIPELINE REPAIRS	8,887.54
01 60-6633	REMOTE FACILITIES MAINTENANCE	2,805.04
01 60-6634	PLAN REVIEW- PIPELINE CONFLI	36.92
01 60-6641	REPAIRS & MAINT- VEHICLES	1,190.10
01 60-6643	LICENSES- VEHICLES	1,062.00
01 60-6851	COMPUTERS	88.00
01 60-7112.01	DPC YORK MS-CONSTR	1,780.00
	** FUND TOTAL **	7,261,080.54

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** TOTAL **	7,261,080.54
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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

\*DEPARTMENT TOTALS\*

DEPARTMENT	DEPARTMENT NAME	AMOUNT
01	NON-DEPARTMENTAL	1,780.00
01 59	INVALID DEPARTMENT	1,780.00CR
01 60	ADMINISTRATION	7,261,080.54
	** FUND TOTAL **	7,261,080.54

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	** TOTAL **	7,261,080.54
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0 ERRORS  
0 WARNINGS

SELECTION CRITERIA

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

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

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PRINT OPTIONS:

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

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DATE SELECTION:

PAYMENT DATE: 0/00/0000 THRU 99/99/9999  
 ITEM DATE: 0/00/0000 THRU 99/99/9999  
 POSTING DATE: 2/11/2014 THRU 3/10/2014

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# DuPage Water Commission

## MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz  
General Manager *JFS*

DATE: March 13, 2014

SUBJECT: February 2014 Invoice

I reviewed the Gorski & Good, LLP February 2014 invoice for services rendered during the period – February 3, 2014 – February 28, 2014 and recommend it for approval. This invoice should be placed on the March 20, 2014, Commission meeting accounts payable.

February 2014  
Gorski & Good

<u>CATEGORY</u>	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS &amp; PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$4,560.00	22.80	\$200.00	Good (16.3 @ \$200/hr.); Jones (6.5 @ \$200/hr.)	Review of various contracts, agreements, board material, & attend February meeting
Misc:	<u>\$11.01</u>				
	<u>\$4,571.01</u>	<u>22.80</u>	<u>\$200.00</u>		