



DuPage Water Commission

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

AGENDA

**DUPAGE WATER COMMISSION
THURSDAY, MARCH 12, 2009
7:30 P.M.**

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

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
(Majority of the Commissioners then in office—minimum 7)
- III. Public Comments (limited to 5 minutes per person)
- IV. Approval of Minutes
 - Regular Meeting of February 12, 2009
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the February 12, 2009 Regular Meeting of the DuPage Water Commission (Voice Vote).

- V. Treasurer's Report – February 2009
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To accept the February 2009 Treasurer's Report (Voice Vote).

- VI. Committee Reports
 - A. Administration Committee
 1. Report of 3/12/09 Administration Committee
 2. Tuition Reimbursement Policy
(Concurrence of a Majority of the Appointed Commissioners—7)

All visitors must present a valid drivers 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 amend the Tuition Reimbursement Policy to eliminate the \$4,000.00 per employee per fiscal year limitation on reimbursement effective as of May 1, 2009 (Roll Call).

3. Actions on Items Listed on 3/12/09 Administration Committee Agenda

B. Engineering & Construction Committee

1. Report of 3/12/09 Engineering & Construction Committee

2. Actions on Items Listed on 3/12/09 Engineering & Construction Committee

C. Finance Committee

1. Report of 3/12/09 Finance Committee

2. Actions on Items Listed on 3/12/09 Finance Committee Agenda

VII. Chairman's Report

VIII. Omnibus Vote Requiring Majority Vote

A. Resolution No. R-16-09: A Resolution Awarding a Contract for Chain Link Fence Demolition, Re-Alignment, Fabric Replacement and Gate Work at the DuPage Pumping Station

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

B. Resolution No. R-17-09: A Resolution Amending Resolution No. R-6-08, being "A Resolution Authorizing the Electronic Transfer of Funds for the Direct Deposit of Commissioner and Treasurer Compensation, for the Payment of State of Illinois Withholding Taxes through the Electronic Federal Tax Payment System, and for the Remittance of Employee Contributions under the Commission's Deferred Compensation Plan and Approving and Authorizing the Execution of any Agreements Required in Connection Therewith"

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

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

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

A. Ordinance No. O-2-09: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Glen Ellyn Heights Service Area

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

- B. Ordinance O-3-09: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Hobson Valley (Greene Road) Service Area

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

- C. Resolution No. R-10-09: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the March 12, 2009, DuPage Water Commission Meeting

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

- D. Resolution No. R-11-09: A Resolution Approving and Authorizing the Execution of a Seventh Amendment to the Contract for Evaluation, Design, and Bidding of Electrical Generation Supply Facilities at the DuPage Pump Station

(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)

- E. Resolution No. R-12-09: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Patrick Engineering, Inc. at the March 12, 2009, DuPage Water Commission Meeting

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

- F. Resolution No. R-13-09: A Resolution Approving a First Amendment to Task Order No. 24 Under the Master Contract with AECOM USA, Inc.

(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)

- G. Resolution No. R-14-09: A Resolution Approving a First Amendment to Task Order No. 25 Under the Master Contract with AECOM USA, Inc.

(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)

- H. Resolution No. R-15-09: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QRE-4/08 at the March 12, 2009, DuPage Water Commission Meeting

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

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

X. Old Business

A. Request by County of DuPage and City of Naperville to Supplement Cost of Relocation of Transmission Main at 75th Street and Washington Street

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

B. FY 2009-2010 Tentative Management Budget Discussion

XI. New Business

XII. 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 \$56,992.25 subject to submission of all contractually required documentation (Roll Call).

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), and/or to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11) (Roll Call).

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

XIV. Adjournment

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

MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, FEBRUARY 12, 2009
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS

The meeting was called to order by Chairman S. Louis Rathje at 7:49 P.M.

Commissioners in attendance: T. Bennington, T. Elliott, G. Mathews, W. Mueller, A. Poole, J. Zay, D. Zeilenga, and L. Rathje

Commissioners Absent: E. Chaplin, L. Hartwig, W. Maio, W. Murphy, and F. Saverino

Also in attendance: Treasurer R. Thorn, R. Martin, R. M. Richter, M. Crowley, C. Johnson, R. C. Bostick, T. McGhee, J. Schori, E. Kazmierczak, F. Frelka, M. Weed, and J. Nesbitt

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

Before the minutes were approved, Commissioner Bennington requested that the January 8, 2009 meeting minutes reflect his absence was due to a family funeral.

Commissioner Elliott moved to approve the Minutes of the January 8, 2009 Regular Meeting of the DuPage Water Commission, as amended. Seconded by Commissioner Mueller and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Mathews moved to approve the Executive Session Minutes of the January 8, 2009 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Zeilenga and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report for the month of January 2009 which showed receipts of \$4,856,150.00, disbursements of \$4,670,123.00, and a cash and investment balance of \$76,738,517.00.

Commissioner Mathews moved to accept the January 2009 Treasurer's Report. Seconded by Commissioner Bennington and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee

No meeting

Engineering & Construction Committee

No meeting

Finance Committee

No meeting

CHAIRMAN'S REPORT

Chairman Rathje reported that the Tentative Draft Management Budget for FY 2009-2010 discussion at the noticed Committee of the Whole meeting for which there was no quorum present went well and asked the Board to submit any additional questions or concerns, in writing, to Robert Martin for discussion at the March meeting. Chairman Rathje further reported that he and General Manager Martin will be attending the DuPage Mayors and Managers meeting on February 18th as well as the DuPage County Board meeting on March 10th for a presentation on the Water Conservation Program.

MAJORITY OMNIBUS VOTE AGENDA

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

Majority Omnibus Vote

Ayes: T. Bennington, T. Elliott, G. Mathews, W. Mueller, A. Poole, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: E. Chaplin, L. Hartwig, W. Maio, W. Murphy, and F. Saverino

Item 1: Ordinance No. O-1-09: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Abating the 2008 Tax Levy for the \$93,970,000 General Obligation Water Refunding Bonds, Series 2001, of the Commission—"Majority Omnibus Vote"

Item 2: Resolution No. R-8-09: A Resolution Awarding a Contract for Janitorial Services—"Majority Omnibus Vote"

Minutes of the 2/12/09 Meeting

- Item 3: Resolution No. R-9-09: A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and CLS Group, Inc. for Document Management System Consulting Services—“Majority Omnibus Vote”

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

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

Super/Special Majority Omnibus Vote

Ayes: T. Bennington, T. Elliott, G. Mathews, W. Mueller, A. Poole, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: E. Chaplin, L. Hartwig, W. Maio, W. Murphy, and F. Saverino

Item 1: Resolution No. R-4-09: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM USA, Inc. at the February 12, 2009, DuPage Water Commission Meeting—“Super/Special Majority Omnibus Vote”

Item 2: Resolution No. R-5-09: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the February 12, 2009, DuPage Water Commission Meeting—“Super/Special Majority Omnibus Vote”

Item 3: Resolution No. R-6-09: A Resolution Approving a First Amendment to Task Order No. 6 Under the Master Contract with EN Engineering, LLC—“Super/Special Majority Omnibus Vote”

Item 4: Resolution No. R-7-09: A Resolution Approving and Ratifying Certain Contract Change Orders at the February 12, 2009, DuPage Water Commission Meeting—“Super/Special Majority Omnibus Vote”

OLD BUSINESS

Commissioner Zay moved to table discussion regarding the request by the City of Naperville to supplement the cost of the relocation of the Commission’s South Transmission Main at 75th Street and Washington Avenue to the March 12, 2009, Commission meeting. Seconded by Commissioner Bennington and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Minutes of the 2/12/09 Meeting

Commissioner Poole noted that the request to supplement the cost of relocation was also the request of the County of DuPage. Commissioner Poole then requested that future agenda items be labeled accordingly, and General Manager Martin concurred with Commissioner Poole's request.

Commissioner Bennington moved to direct staff to obtain proposals for the modifications to the DuPage Pump Station Security Fence based upon the General Manager's memorandum dated February 6, 2009. Seconded by Commissioner Mathews.

Before the vote was called, Commissioner Elliott asked General Manager Martin to briefly describe the proposed fence modifications. General Manager Martin stated that the fence modifications will consist of moving the current fence line back a couple of feet, removing the barbed wire, and replacing part of the existing fence with a brown vinyl coated fence.

After Commissioner Elliott commented that it seemed like a lot of money just to move the fence line back a couple of feet and change the color, the motion was approved by a Roll Call Vote:

Ayes: T. Bennington, G. Mathews, A. Poole, J. Zay, and D. Zeilenga,

Nays: T. Elliott, W. Mueller, and L. Rathje

Absent: E. Chaplin, L. Hartwig, W. Maio, W. Murphy, and F. Saverino

NEW BUSINESS

Commissioner Mathews moved to direct staff to distribute to the Commission's customer utilities the Tentative Draft Management Budget for Fiscal Year 2009-2010 with the modifications discussed earlier at the noticed Committee of the Whole meeting for which there was no quorum present. Seconded by Commissioner Mueller and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Due to Commissioner Bennington not feeling well, Chairman Rathje changed the order of business at the meeting to consider the Accounts Payable before the presentation on the Conservation Program.

ACCOUNTS PAYABLE

Commissioner Zay moved to approve the Accounts Payable in the amount of \$97,166.05 subject to submission of all contractually required documentation. Seconded by Commissioner Elliott and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, T. Elliott, G. Mathews, W. Mueller, A. Poole, J. Zay, D. Zeilenga, and L. Rathje

Minutes of the 2/12/09 Meeting

Nays: None

Absent: E. Chaplin, L. Hartwig, W. Maio, W. Murphy, and F. Saverino

Commissioner Bennington left at 8:00 PM.

Next, Catherine Hurley of Montgomery Watson Harza gave a presentation on the 2008 Water Conservation & Protection Program Report. After the presentation concluded, General Manager Martin informed the Board that copies of the 2008 report will be distributed to the DuPage Mayors and Managers and the Commission's utility customers.

Commissioner Poole noted his disappointment that a Best Management Practices initiative was not included in the report and offered adopting goals, such as, leak detection programs, installing accurate meters and enforcing lawn sprinkling ordinances. General Manager Martin reassured Commissioner Poole that the Regional Water Supply Planning Group is working on a Best Management Practices Program and reminded everyone that the Commission's Conservation Program is only in its first year of development.

Commissioner Poole then expressed his concern with communities not taking water conservation serious and stated that he found it hard to believe that all of the towns have implemented an ongoing Leak Detection Program. Joe Breinig, Village Manager of the Village of Carol Stream, commented that various communities have begun practicing water conservation and that he knows of at least three communities that have implemented an ongoing leak detection program along with meter replacement for better accuracy.

Joe Johnson, Project Manager from Montgomery Watson Harza, noted that the goal for the current year is to roll out a pledge initiative that will include minimum requirements for the communities to agree to.

Commissioner Zay asked if the program will include working with schools to better educate students. Manager of Water Operations McGhee confirmed that education plays a very important part in the program and noted that 30 teachers from various communities will be attending a tour of the Commission's facilities.

In referring to the Plan's overall goal of achieving a 10% reduction in overall per capita water use by Commission water users within 10 years, Commissioner Poole inquired as to how that percentage number was developed. Ms. Hurley explained that the 10% reduction plan was established by using a scientific mathematical approach and not just randomly selected.

Minutes of the 2/12/09 Meeting

EXECUTIVE SESSION

None

Commissioner Mueller moved to adjourn the meeting at 8:28 P.M. Seconded by
Commissioner Zay and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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DU PAGE WATER COMMISSION
 TREASURE'S REPORT
 STATEMENT OF REVENUES & EXPENDITURES
 February 28, 2009

REVENUE	CURRENT MONTH			YEAR TO DATE		
	FY 2009	FY 2008	INC - (DEC)	FY 2009	FY 2008	INC - (DEC)
WATER SALES	\$ 3,999,992	3,591,902	308,090	32,128,528	29,548,547	2,579,981
SALES TAX	2,650,721	3,034,878	(383,957)	28,238,203	29,461,798	(1,223,595)
INVESTMENT INCOME	51,652	98,390	(46,738)	1,200,579	1,173,725	26,854
OTHER INCOME	-	-	-	-	-	-
TOTAL REVENUE	6,702,365	6,724,970	(22,605)	61,565,407	60,182,170	1,383,237
EXPENDITURES						
PERSONAL SERVICES	211,678	327,224	(115,546)	3,201,371	3,011,754	189,617
PROFESSIONAL SERVICES	21,547	44,516	(22,969)	213,106	229,507	(16,401)
CONTRACTUAL SERVICES	2,008	2,027	(21)	248,325	209,891	38,435
INSURANCE	8,755	16,493	(7,737)	74,817	73,738	1,079
WATER SUPPLY COSTS (NOTE 1)	4,708,038	4,152,128	555,910	42,356,252	37,591,975	4,764,286
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	14,072,937	14,072,937	-
LAND AND RIGHT OF WAY	-	-	-	-	-	-
CAPITAL EQUIPMENT PURCHASES	819,250	502,319	316,931	2,829,803	2,409,838	419,965
TOTAL EXPENDITURES	5,771,335	5,944,707	726,628	62,896,422	57,599,641	5,396,781
REBATES	-	-	-	-	40,000,000	-
TRANSFER TO OTHER GOVERNMENTS	-	-	-	-	15,000,000	-
NET INCREASE / (DECREASE) IN FUNDS	931,030	1,780,263	(849,233)	(1,431,015)	(52,417,471)	(4,013,544)

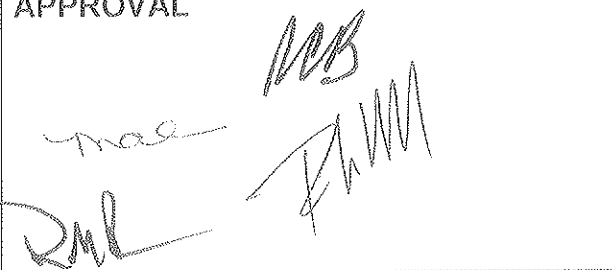
FUNDS CONSIST OF

	February 28, 2009	February 28, 2008	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,528	7,528	-
CASH AT MB FINANCIAL LOCK BOX	240,142	692,714	(452,572)
CASH AT HARRIS BANK	85,984	22,950	43,034
TOTAL CASH	314,452	724,000	(409,538)

	February 28, 2009	February 28, 2008	% CHANGE
ILLINOIS FUNDS MONEY MARKET	19.25%	25.04%	14,920,446
ILLINOIS FUNDS PRIME FUND	73.72%	19.95%	22,679,053
GOVERNMENT MONEY MARKET FUNDS	0.00%	14.79%	(7,758,637)
U S TREASURY INVESTMENTS	48.07%	10.86%	319,490
U S AGENCY INVESTMENTS	0.00%	0.00%	13,391,361
CERTIFICATES OF DEPOSIT	10.95%	29.25%	(13,398,222)
TOTAL INVESTMENTS	100.00%	100.00%	25,789,132
TOTAL FUNDS			259.9%
UNRESTRICTED FUNDS			0.0%
RESTRICTED FUNDS			(18,000,000)
TOTAL FUNDS			(87.9%)
TOTAL FUNDS			77,527,905
TOTAL FUNDS			90,566,142
TOTAL FUNDS			(13,038,237)
TOTAL FUNDS			77,842,367
TOTAL FUNDS			91,290,142
TOTAL FUNDS			(13,447,775)

NOTE 1 - INCREASED WATER SUPPLY COSTS DUE TO CITY OF CHICAGO RATE INCREASE EFFECTIVE JANUARY 1, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction										
ITEM	<p>A Resolution Awarding a Contract for Chain Link Fence Demolition, Re-Alignment, Fabric Replacement and Gate Work at the DuPage Pumping Station</p> <p>Resolution No. R-16-09</p>	<p>APPROVAL</p> 											
Account Number: 01-60-7212.01													
<p>On February 23, 2009, in accordance with the purchasing procedures of the Commission's By-Laws, the Commission solicited sealed proposals for the relocation of the existing fence line between the existing DPPS reservoir and Harrison Street to match the existing reservoir fence line, removal of the barbed wire from the existing fence along Cadwell Avenue, and replacement of the existing galvanized fence fabric with colored vinyl coated fence fabric along the Cadwell Avenue fence between Lexington Avenue and the existing reservoir north of Congress Street. The Request for Proposals was sent directly to eight fencing supply and installation contractors in the Chicago metropolitan area and a Notice was also placed on the Commission's internet website. Sealed proposals were received until 1:00 p.m., local time, March 4, 2009, at which time all proposals were publicly opened and read aloud (see tabulation below). The Engineer's estimate was \$48,100.00.</p> <table border="1" data-bbox="324 1281 1299 1365"> <thead> <tr> <th>Fence Connection</th> <th>GFS Fence</th> <th>First Fence</th> <th>Complete Fence</th> <th>Action Fence</th> </tr> </thead> <tbody> <tr> <td>\$17,912.00</td> <td>\$22,727.17</td> <td>\$23,877.00</td> <td>\$24,575.00</td> <td>\$24,755.00</td> </tr> </tbody> </table> <p>Of the five proposals received, the proposal of the low dollar bidder (Fence Connection), among other deficiencies, was made upon terms different than those provided in the Request for Proposal document and should be considered non-responsive. The remaining proposals complied, in all material respects, with the requirements of the bidding documents and, therefore, Resolution No. R-16-09 would award the contract to the lowest responsive bidder, GFS Fence, Guardrail, & Signage, Inc., for the unit prices set forth in its proposal, amounting to \$22,727.17.</p>				Fence Connection	GFS Fence	First Fence	Complete Fence	Action Fence	\$17,912.00	\$22,727.17	\$23,877.00	\$24,575.00	\$24,755.00
Fence Connection	GFS Fence	First Fence	Complete Fence	Action Fence									
\$17,912.00	\$22,727.17	\$23,877.00	\$24,575.00	\$24,755.00									
MOTION: To approve Resolution No. R-16-09.													

DUPAGE WATER COMMISSION

RESOLUTION NO. R-16-09

A RESOLUTION AWARDED A CONTRACT FOR
FENCE DEMOLITION, RE-ALIGNMENT, FABRIC REPLACEMENT
AND GATE WORK AT THE DUPAGE PUMPING STATION

WHEREAS, sealed proposals for Chain Link Fence Demolition, Re-Alignment, Fabric Replacement and Gate Work at the DuPage Pumping Station were received on March 4, 2009; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the proposal of GFS Fence, Guardrail, & Signage, Inc. was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards the Contract for Chain Link Fence Demolition, Re-Alignment, Fabric Replacement and Gate Work at the DuPage Pumping Station to GFS Fence, Guardrail, & Signage, Inc. for the unit prices set forth in its Contract/Proposal, amounting to \$22,727.17, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Request for Proposals document that is acceptable to 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 _____, 2009.

Chairman

ATTEST:

Clerk

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Finance
ITEM	<p>A Resolution Amending Resolution No. R-6-08, being "A Resolution Authorizing the Electronic Transfer of Funds for the Direct Deposit of Commissioner and Treasurer Compensation, for the Payment of State of Illinois Withholding Taxes through the Electronic Federal Tax Payment System, and for the Remittance of Employee Contributions under the Commission's Deferred Compensation Plan and Approving and Authorizing the Execution of any Agreements Required in Connection Therewith"</p> <p>Resolution No. R-17-09</p>	<p>APPROVAL</p> <p><i>mae</i></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p>	
<p>Last year, the State of Illinois participated in a Pilot Program initiated by the U.S. Department of the Treasury to allow State of Illinois withholding taxes to be paid through the Electronic Federal Tax Payment System in order to improve the efficiency of the state tax collection system. Although the Commission was not required by law to pay Illinois withholding taxes through the Electronic Federal Tax Payment System (EFTPS), as it is with respect to its federal tax deposit payments, the Commission supported the State of Illinois' goals by participating in the Pilot Program.</p>			
<p>However, the Federal/State EFTPS Pilot Program is being discontinued and, as of June 30, 2009, will no longer be available for state tax payments. Even though the Federal/State EFTPS Pilot Program is being discontinued, the State of Illinois is nevertheless encouraging all taxpayers to file and/or pay their Illinois tax electronically using one of several State of Illinois-sponsored programs (currently, WebFile, TaxNet, FSET, or EFT). Staff desires to continue supporting the State of Illinois' goals and has come to rely upon the administrative convenience associated with such electronic participation.</p>			
<p>Resolution No. R-17-09 would amend Resolution No. R-6-08 to change the existing authorization to make electronic payments of Illinois withholding taxes via the EFTPS to authorize the electronic transfer of funds for the payment of all Illinois taxes via any electronic payment program sponsored by the State of Illinois.</p>			
<p>MOTION: To approve Resolution No. R-17-09.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-17-09

A RESOLUTION AMENDING RESOLUTION NO. R-6-08, BEING
"A RESOLUTION AUTHORIZING THE ELECTRONIC TRANSFER OF FUNDS
FOR THE DIRECT DEPOSIT OF COMMISSIONER AND TREASURER
COMPENSATION, FOR THE PAYMENT OF STATE OF ILLINOIS WITHHOLDING
TAXES THROUGH THE ELECTRONIC FEDERAL TAX PAYMENT SYSTEM,
AND FOR THE REMITTANCE OF EMPLOYEE CONTRIBUTIONS
UNDER THE COMMISSION'S DEFERRED COMPENSATION
PLAN AND APPROVING AND AUTHORIZING THE
EXECUTION OF ANY AGREEMENTS REQUIRED
IN CONNECTION THEREWITH"

WHEREAS, Resolution No. R-27-90, as modified by Resolution Nos. R-34-90, R-34-96 as amended, R-46-04 as amended, R-5-05 as amended, R-6-08, and R-54-08, and as amended by Resolution No. R-14-00, prohibits, except in specified circumstances, the wire transfer of Commission funds to financial institutions not listed on the approved Depository List and to accounts not held in the name of the Commission; and

WHEREAS, the State of Illinois participated in a Pilot Program initiated by the U.S. Department of the Treasury to allow State of Illinois withholding taxes to be paid through the Electronic Federal Tax Payment System (EFTPS) in order to improve the efficiency of the state tax collection system; and

WHEREAS, pursuant to Resolution No. R-6-08, being "A Resolution Authorizing the Electronic Transfer of Funds for the Direct Deposit of Commissioner and Treasurer Compensation, for the Payment of State of Illinois Withholding Taxes through the Electronic Federal Tax Payment System, and for the Remittance of Employee Contributions under the Commission's Deferred Compensation Plan and Approving and Authorizing the Execution of any Agreements Required in Connection Therewith," the Commission authorized the electronic transfer of Commission funds out of Harris Bank

Resolution No. R-17-09

Account No. 900217 for, among other purposes, the payment of State of Illinois withholding taxes through the EFTPS ("Resolution No. R-6-08"); and

WHEREAS, the State of Illinois is discontinuing the use of the EFTPS for state tax payments and is encouraging taxpayers to file and/or pay their Illinois tax electronically using one of several State of Illinois-sponsored programs (currently, WebFile, TaxNet, FSET, or EFT); and

WHEREAS, the Commission desires to continue supporting the State of Illinois' goals and continue obtaining the administrative convenience associated with such electronic payments;

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

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

SECTION TWO: Effective as of the effective date of this Resolution, the title of Resolution No. R-6-08 shall be, and it hereby is, amended in its entirety so that the title of said Resolution No. R-6-08 shall hereafter be and read as follows:

"A Resolution Authorizing the Electronic Transfer of Funds for the Direct Deposit of Commissioner and Treasurer Compensation, for the Payment of State of Illinois Taxes, and for the Remittance of Employee Contributions under the Commission's Deferred Compensation Plan and Approving and Authorizing the Execution of any Agreements Required in Connection Therewith"

SECTION THREE: Effective as of the effective date of this Resolution, Section Two of Resolution No. R-6-08 shall be, and it hereby is, amended by (i) deleting clause (b)

Resolution No. R-17-09

of said Section Two and (ii) substituting the following in its place so that clause (b) of said Section Two shall hereafter be and read as follows:

"(b) the payment of State of Illinois taxes through any electronic payment program sponsored by the State of Illinois;"

SECTION FOUR: Except as modified herein, Resolution No. R-27-90, as modified by Resolution Nos. R-34-90, R-34-96 as amended, R-46-04 as amended, and R-5-05 as amended, R-6-08, and R-54-08, and as amended by Resolution No. R-14-00, shall remain in full force and effect.

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

AYES:

NAYS:

ABSENT:

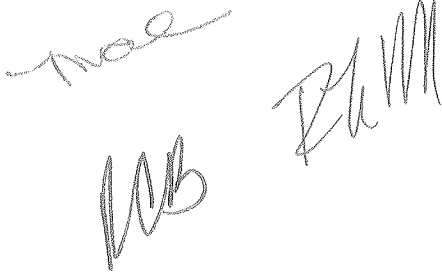
ADOPTED THIS _____ DAY OF _____, 2009.

Chairman

ATTEST:

Clerk

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Glen Ellyn Heights Service Area</p> <p>Ordinance No. O-2-09</p>	<p>APPROVAL</p> 	
<p>The County of DuPage requested that the Commission design and construct the County's Pressure Adjusting Station for the Glen Ellyn Heights Service Area to avoid duplication of construction activities and unnecessary public disruption that would be associated with the construction of the Commission's Metering Station at the same location. In addition, the County requested that the Metering Station and Pressure Adjusting Station be constructed as a joint facility in one monolithic, cast in place concrete structure rather than as separate facilities. Finally, the County has proposed that the Joint Facility be located within unimproved public right-of-way that DuPage County will either purchase or lease and, as such, the County may only be able to grant (or cause to be granted) to the Commission a term and terminable easement for the Metering Station rather than the perpetual easement required by the Subsequent Customer Contract.</p>			
<p>The Commission has previously approved joint Metering/Pressure Adjusting Station facilities for other customers and, on the odd occasion, Metering Stations located within public rights-of-way and/or on leased property subject to substantially the same terms, conditions, and limitations as are set forth in the proposed Intergovernmental Agreement attached to Ordinance No. O-2-09.</p>			
<p>MOTION: To adopt Ordinance No. O-2-09.</p>			

DuPAGE WATER COMMISSION

ORDINANCE NO. O-2-09

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DuPAGE WATER COMMISSION AND THE COUNTY OF DuPAGE CONCERNING THE CONSTRUCTION AND OPERATION OF A JOINT FACILITY

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 "Commission Waterworks System"); and

WHEREAS, the County of DuPage ("DuPage 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 DuPage 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 DuPage County to serve the various discrete and non-contiguous service areas served by the DuPage County Unit System from time to time, including the service area known as the Glen Ellyn Heights Service Area (the "DuPage County Contract"); and

WHEREAS, the DuPage County Contract provides that at each Point of Delivery, as defined in the DuPage County Contract, the Commission is to furnish, install, own, operate, maintain, repair, and replace certain equipment and devices, together with certain above-ground structures and portions of its water distribution mains, including underground

Ordinance No. O-2-09

feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to DuPage County under the DuPage County Contract (each collectively referred to as a "Metering Station"); and

WHEREAS, the DuPage County Contract provides that each Metering Station is to be located at a site owned, selected, and provided by DuPage County, subject to review and approval by the Commission (each referred to as a "Metering Station Site"); and

WHEREAS, the DuPage County Contract provides that DuPage County is to grant to the Commission all perpetual easements necessary for each Metering Station Site, in form satisfactory to the Commission's attorneys and free and clear of all liens, claims, encumbrances and restrictions, unless otherwise approved by the Commission in writing; and

WHEREAS, the DuPage County Contract provides that DuPage County is to furnish, install, own, operate, maintain, repair and replace a pressure adjusting station immediately downstream from each Point of Delivery and pipeline and equipment appurtenant thereto (each collectively referred to as a "Pressure Adjusting Station"); and

WHEREAS, DuPage County requested that the Pressure Adjusting Station at the Point of Delivery for the Glen Ellyn Heights Service Area (the "Glen Ellyn Heights Pressure Adjusting Station") be designed and constructed by the Commission instead of DuPage County to avoid duplication of construction activities and unnecessary public disruption; and

WHEREAS, it is in the best interest of the Commission and DuPage County to design and construct the Glen Ellyn Heights Pressure Adjusting Station and the Metering

Ordinance No. O-2-09

Station at the Point of Delivery for the Glen Ellyn Heights Service Area (the "Glen Ellyn Heights Metering Station") as a joint facility (the "Joint Facility"); and

WHEREAS, DuPage County has selected the site legally described and depicted in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof as the site for the Glen Ellyn Heights Metering Station (the "Glen Ellyn Heights Metering Station Site"), the Glen Ellyn Heights Pressure Adjusting Station, and the common areas of the Joint Facility (the "Easement Premises"); and

WHEREAS, the Easement Premises are located in unimproved public right-of-way; and

WHEREAS, in order to induce the Commission to accept the Glen Ellyn Heights Metering Station Site for the Glen Ellyn Heights Metering Station and the Easement Premises for the Joint Facility, DuPage County has represented that it has or will have sufficient legal interest in and proper legal authority to use or permit others to use the Easement Premises for the Joint Facility and the Glen Ellyn Heights Metering Station Site for the Glen Ellyn Heights Metering Station; and

WHEREAS, prior to the approval of the Glen Ellyn Heights Metering Station Site and the Easement Premises, the Commission and DuPage County desire to establish supplemental terms under the DuPage County Contract relating to (i) the construction and operation of the Joint Facility and (ii) the Commission's obligation to deliver and DuPage County's obligation to receive water for the Glen Ellyn Heights Service Area; the location of and property rights for the Glen Ellyn Heights Metering Station; the prices and terms of payment; DuPage County's release and indemnification of the Commission; and the schedule for completion of various facilities, in the event DuPage County's or the

Commission's legal interest in or legal authority concerning the use of the Glen Ellyn Heights Metering Station Site for the Glen Ellyn Heights Metering Station or the use of the Easement Premises for the Glen Ellyn Heights Pressure Adjusting Station or the Joint Facility is, for any reason, terminated or deemed or interpreted to be invalid, insufficient, or nonexistent and the Glen Ellyn Heights Metering Station, the Glen Ellyn Heights Pressure Adjusting Station, or the Joint Facility is removed, with or without relocation or replacement;

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 Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Glen Ellyn Heights Service Area, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and it hereby is approved (the "Joint Facility Agreement").

SECTION THREE: The Chairman and the Clerk of the DuPage Water Commission shall be and they hereby are authorized and directed to execute and attest, respectively, the Joint Facility Agreement, in substantially the form attached hereto as Exhibit 1; provided, however, that the Joint Facility Agreement shall not be so executed nor attested on behalf of the DuPage Water Commission unless and until (a) the Chairman shall have been presented with copies of the Joint Facility Agreement executed by the County of DuPage and (b) the Commission shall have received the Cash Deposit required pursuant to Subsection 3G of the Joint Facility Agreement.

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

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners, including the affirmative votes of at least one-third of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2009.

Chairman

ATTEST:

Clerk

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
DuPAGE WATER COMMISSION AND THE COUNTY OF DuPAGE
CONCERNING THE CONSTRUCTION AND OPERATION OF A JOINT
FACILITY FOR THE GLEN ELLYN HEIGHTS SERVICE AREA

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, 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 ("DuPage County"),

WITNESSETH:

WHEREAS, the Commission was formed and exists pursuant to Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1 et seq.), and the Water Commission Act of 1985 (70 ILCS 3720/0.01 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 "Commission Waterworks System"); and

WHEREAS, DuPage 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 DuPage 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 DuPage County to serve the various discrete and non-contiguous service areas served by the DuPage County Unit System from time to time, including the service area known as the Glen Ellyn Heights Service Area (the "DuPage County Contract"); and

WHEREAS, the DuPage County Contract provides that at each Point of Delivery, as defined in the DuPage County Contract, the Commission is to furnish, install, own, operate, maintain, repair, and replace certain equipment and devices, together with certain above-ground structures and portions of its water distribution mains, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to DuPage County under the DuPage County Contract (each collectively referred to as a "Metering Station"); and

WHEREAS, the DuPage County Contract provides that each Metering Station is to be located at a site owned, selected, and provided by DuPage County, subject to review and approval by the Commission (each referred to as a "Metering Station Site"); and

WHEREAS, the DuPage County Contract provides that DuPage County is to grant to the Commission all perpetual easements necessary for each Metering Station Site, in form satisfactory to the Commission's attorneys and free and clear of all liens, claims, encumbrances and restrictions, unless otherwise approved by the Commission in writing; and

WHEREAS, the DuPage County Contract provides that DuPage County is to furnish, install, own, operate, maintain, repair and replace a pressure adjusting station immediately downstream from each Point of Delivery and pipeline and equipment appurtenant thereto (each collectively referred to as a "Pressure Adjusting Station"); and

WHEREAS, DuPage County requested that the Pressure Adjusting Station at the Point of Delivery for the Glen Ellyn Heights Service Area (the "Glen Ellyn Heights Pressure Adjusting Station") be designed and constructed by the Commission instead of DuPage County to avoid duplication of construction activities and unnecessary public disruption; and

WHEREAS, it is in the best interest of the Commission and DuPage County to design and construct the Glen Ellyn Heights Pressure Adjusting Station and the Metering Station at the Point of Delivery for the Glen Ellyn Heights Service Area (the "Glen Ellyn Heights Metering Station") as a joint facility (the "Joint Facility"); and

WHEREAS, DuPage County has selected the site legally described and depicted in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof as the site for the Glen Ellyn Heights Metering Station (the "Glen Ellyn Heights Metering Station Site"), the Glen Ellyn Heights Pressure Adjusting Station, and the common areas of the Joint Facility (the "Easement Premises"); and

WHEREAS, the Easement Premises are located in unimproved public right-of-way and ***[DuPage County][OWNER]*** is the owner of the Easement Premises ***[and will only grant a term and terminable easement for the Glen Ellyn Heights Metering Station Site];*** and

WHEREAS, in order to induce the Commission to accept the Glen Ellyn Heights Metering Station Site for the Glen Ellyn Heights Metering Station and the Easement Premises for the Joint Facility, DuPage County has represented that it has sufficient legal interest in and proper legal authority to use or permit others to use the Easement Premises for the Joint Facility and the Glen Ellyn Heights Metering Station Site for the Glen Ellyn Heights Metering Station in the manner provided in the Easement Agreement attached hereto and by this reference incorporated herein and made a part hereof as Exhibit B (the "Easement Agreement"); and

WHEREAS, prior to the approval of the Glen Ellyn Heights Metering Station Site and the Easement Premises, the Commission and DuPage County desire to establish by this Agreement supplemental terms under the DuPage County Contract relating to (i) the

construction and operation of the Joint Facility and (ii) the Commission's obligation to deliver and DuPage County's obligation to receive water for the Glen Ellyn Heights Service Area; the location of and property rights for the Glen Ellyn Heights Metering Station; the prices and terms of payment; DuPage County's release and indemnification of the Commission; and the schedule for completion of various facilities, in the event the Easement Agreement is ever terminated or DuPage County's or the Commission's legal interest in or legal authority concerning the use of the Glen Ellyn Heights Metering Station Site for the Glen Ellyn Heights Metering Station in the manner provided in the Easement Agreement or the use of the Easement Premises for the Glen Ellyn Heights Pressure Adjusting Station or the Joint Facility is, for any reason, terminated or deemed or interpreted to be invalid, insufficient, or nonexistent and the Glen Ellyn Heights Metering Station, the Glen Ellyn Heights Pressure Adjusting Station, or the Joint Facility is removed, with or without relocation or replacement; and

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

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth below, the Commission and DuPage County hereby agree as follows:

SECTION ONE: PREAMBLES

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

SECTION TWO: DEFINITIONS

Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the DuPage County Contract as supplemented by this Agreement.

SECTION THREE: CONSTRUCTION AND OPERATION OF THE JOINT FACILITY

A. For purposes of this Agreement, the "Joint Facility" shall mean a facility to convey, measure, and regulate the flow of water from the Commission Waterworks System to the portion of the DuPage County Unit System serving the Glen Ellyn Heights Service Area and shall include the following:

1. A Metering Station, to be known as Metering Station 9A ("MS-9A"), for properly conveying and measuring the quantity of Lake Water delivered by the Commission to the portion of the DuPage County Unit System serving the Glen Ellyn Heights Service Area, including certain equipment, devices, and structures, and portions of its water distribution main, including underground feeder pipe lines and related equipment to initially connect MS-9A to the existing Commission Waterworks System, and all antennas and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to MS-9A, as such facilities may be relocated, replaced, extended, or improved from time to time (the "Glen Ellyn Heights Metering Station").
- 2i. A Type [] pressure adjusting station at the Point of Delivery for the Glen Ellyn Heights Service Area in accordance with the design criteria set forth in the document entitled "Water Delivery Data DuPage Water Commission" dated _____, 2009, and identifying DuPage County as "customer," a copy of which is attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A (the "Glen Ellyn Heights Pressure Adjusting Station").
3. Such other equipment and appurtenances as may be necessary for the operation and construction of the foregoing in conformance with the approved design plans therefor.

B. The Joint Facility is expected to be located on the site legally described in Exhibit B attached hereto as selected[, *acquired, and owned*] [*and leased*] by DuPage County (the "Joint Facility Site"), the location of which has been reviewed and approved by the Commission subject to the terms, conditions, and limitations set forth in Section Four of

this Agreement. In the event the property is not *[dedicated/leased]* to DuPage County or is otherwise determined by the Commission and DuPage County to be unsuitable for locating the Joint Facility, DuPage County shall endeavor in good faith to obtain an alternative location for the Joint Facility Site acceptable to both the Commission and DuPage County.

C. DuPage County shall be solely responsible for the costs in designing the Joint Facility. It is understood that the Commission will be the contracting party with the design engineer and will administer the design contract for the benefit of both the Commission and DuPage County. The Commission will consult with DuPage County to keep DuPage County advised as to the progress of the design work and to address issues of mutual concern regarding the details of such design work. The final design of the Joint Facility shall be subject to the review of both the Commission and DuPage County and subject to the approval of the Commission to the extent of the Glen Ellyn Heights Metering Station, DuPage County to the extent of the Glen Ellyn Heights Pressure Adjusting Station, and both the Commission and DuPage County to the extent of the common areas of the Joint Facility. For the purposes of this Agreement, the common areas of the Joint Facility shall include those portions of the Joint Facility, such as the structure and area grounds, which serve the needs of both the Commission and DuPage County.

D. DuPage County shall be solely responsible for the costs in constructing the Joint Facility. The Commission shall solicit bids for the construction of the Joint Facility, including all equipment and appurtenances necessary for the Glen Ellyn Heights Metering Station and the Glen Ellyn Heights Pressure Adjusting Station. The Commission's standard form of bidding and construction contract documents shall be used and the cost of the Glen Ellyn Heights Metering Station, the Glen Ellyn Heights Pressure Adjusting Station,

and the common areas of the Joint Facility shall be separately identified in the bidding and construction contract documents. The Commission agrees to solicit, award, and administer all contracts for the project in the best interest of both the Commission and DuPage County and to consult with, and keep advised, DuPage County's Superintendent of Public Works, or his or her designee, regarding the progress of the work and any problems encountered or changes recommended. Both the Commission and DuPage County must agree to the award of any contract for such construction work. Upon approval of both the Commission and DuPage County, the Commission shall enter into a construction contract(s) with the selected contractor(s), and shall administer such construction contract(s) in conformance with this Agreement. It is understood that, although DuPage County will not be a party to the construction contract(s), DuPage County will be designated as a beneficiary of any insurance, guaranty, or warranty required by the construction contract(s). In addition, any change order, as well as final acceptance and approval of the completed Joint Facility, shall be subject to the approval of the Commission to the extent of the Glen Ellyn Heights Metering Station, DuPage County to the extent of the Glen Ellyn Heights Pressure Adjusting Station, and both the Commission and DuPage County to the extent of the common areas of the Joint Facility. Neither Party shall be required to approve or accept any portion of the Joint Facility until all portions of the Joint Facility, including all punch list items, have been fully and properly completed.

E. DuPage County shall reimburse the Commission for the full actual cost incurred by the Commission in connection with (a) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility, including without limitation equipment required for the operation of the Joint Facility and all administrative, financing, supervisory,

inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (b) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (c) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility and in connection with the negotiation, preparation, consideration, and review of this Agreement, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith. DuPage County shall reimburse the Commission monthly for such fees, costs, and expenses, in accordance with the provisions of Subsection 3G of this Agreement.

F. Prior to the Commission's solicitation of bids for the construction of the Joint Facility, DuPage County, without charge to the Commission, shall: (a) present the Commission with adequate evidence of merchantable fee simple title to the Joint Facility Site; (b) grant or cause to be granted to the Commission all necessary and insured easements for the Joint Facility Site, in substantially the form attached hereto and by this reference incorporated herein and made part hereof as Exhibit B and satisfactory to the Commission's attorneys, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing; and (c) grant to the Commission all necessary and insured easements for the appropriate location and installation of antennas and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to the Glen Ellyn Heights Metering Station,

free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing.

G. DuPage County shall, as a condition precedent to the effectiveness of the Commission ordinance approving this Agreement, deposit with the Commission cash (the "Cash Deposit") in a total amount equal to \$438,750.00 (125 percent of the Commission's estimated costs of design and constructing the Glen Ellyn Heights Pressure Adjusting Station). Upon execution of all contracts necessary or required for the design and construction of the Glen Ellyn Heights Pressure Adjusting Station, the Cash Deposit may be reduced from 125 percent of the Commission's estimate to 110 percent of the amount of the executed contracts attributable to the design and construction of the Glen Ellyn Heights Pressure Adjusting Station. The Cash Deposit shall, at all times until released or reduced as provided below, be maintained at not less than 10 percent of the total deposit required by the preceding sentence. DuPage County shall not be entitled to interest on the Cash Deposit.

In addition, DuPage County shall reimburse the Commission for all costs incurred by the Commission in connection with: (i) the design of, and the review and approval of all plans and specifications for, the Glen Ellyn Heights Metering Station and the common areas of the Joint Facility; (ii) the preparation of all bidding and contract documents for the Joint Facility; (iii) the administration of the contract for the construction of the Joint Facility; and (iv) shop drawing review and the inspection of the construction and installation of the Glen Ellyn Heights Metering Station and the common areas of the Joint Facility, including all legal, engineering, and other consulting and administrative fees, costs, and expenses. All of the foregoing fees, costs, and expenses shall be included within, and shall be paid for

in accordance with, Subsection 7C of the DuPage County Contract as part of its Connection Facilities Cost.

The Commission shall review all pay requests and supporting documents and shall direct payments to be made from the Cash Deposit of all amounts then due for the Glen Ellyn Heights Pressure Adjusting Station work each month. If at any time the Commission determines that the funds remaining in the Cash Deposit are not, or may not be, sufficient to pay in full the remaining unpaid cost of the Glen Ellyn Heights Pressure Adjusting Station, then, within 10 days following a demand by the Commission, DuPage County shall increase the amount of the Cash Deposit to an amount reasonably determined by the Commission to be sufficient to pay 120 percent of such unpaid costs. Failure to so increase the amount of the Cash Deposit shall be grounds for the Commission to retain any remaining balance of the Cash Deposit and terminate this Agreement pursuant to Subsection 5D of this Agreement. The Commission shall release any amounts remaining in the Cash Deposit after final payment to the construction contractor unless this Agreement shall have been sooner terminated as provided in the preceding sentence.

The Cash Deposit required by this Subsection 3G shall be in addition to, and not as a credit against, the "Cash Deposit" required by Subsection 7C of the DuPage County Contract.

H. Upon acceptance and approval of the Joint Facility, ownership of the Glen Ellyn Heights Pressure Adjusting Station and a bill of sale therefor shall be conveyed to DuPage County. Immediately following such conveyance, DuPage County shall own and operate the Glen Ellyn Heights Pressure Adjusting Station, the Glen Ellyn Heights Pressure Adjusting Station shall become the sole and exclusive property of DuPage County, and DuPage County shall have all duty, responsibility, and liability to maintain and repair the

Glen Ellyn Heights Pressure Adjusting Station and the common areas of the Joint Facility and the Commission shall have no obligation or duty with respect thereto. Upon completion of the construction and installation of the Joint Facility, the Commission shall have all duty, responsibility, and liability to maintain and repair the Glen Ellyn Heights Metering Station.

I. Once the Joint Facility becomes operational, the rate of withdrawal from the Joint Facility shall not exceed that portion of the rate allowed by Subsections 3A and 9M of the DuPage County Contract that is attributable to, and is based upon the Water Allocation for, the Glen Ellyn Heights Service Area.

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

SECTION FOUR: APPROVAL OF EASEMENT PREMISES

A. Subject to the terms, conditions, and limitations of this Section Four, the Commission hereby agrees that it shall not object to the location of the Glen Ellyn Heights Metering Station Site, the Joint Facility Site, or the Easement Premises.

B. In the event the Easement Agreement is ever terminated or DuPage County's or the Commission's legal interest in or legal authority concerning the use of the Glen Ellyn Heights Metering Station Site for the Glen Ellyn Heights Metering Station in the manner provided in the Easement Agreement or the use of the Easement Premises for the Glen Ellyn Heights Pressure Adjusting Station or the Joint Facility is, for any reason, terminated or deemed or interpreted to be invalid, insufficient or nonexistent, the Commission shall remove the Glen Ellyn Heights Metering Station from the Glen Ellyn Heights Metering Station Site, with or without relocation or replacement, at DuPage County's sole cost and expense.

C. In the event the Glen Ellyn Heights Metering Station is removed from the Glen Ellyn Heights Metering Station Site, the Commission shall not be obligated to relocate or replace the Glen Ellyn Heights Metering Station unless and until (i) DuPage County shall have provided to the Commission a replacement site for the Glen Ellyn Heights Metering Station meeting the same requirements provided in Subsection 5A of the DuPage County Contract for the original site, and (ii) the Commission and DuPage County, by separate written contract, shall establish mutually agreeable terms between them for such relocation or replacement, including without limitation requiring, and establishing a schedule for, the relocation or replacement of the Glen Ellyn Heights Metering Station by the Commission at DuPage County's sole cost and expense; the relocation or replacement by DuPage County of the Glen Ellyn Heights Pressure Adjusting Station and the construction and installation of any other DuPage County Unit System Connection Facilities required as a result of the relocation or replacement of the Glen Ellyn Heights Metering Station; and the construction and installation by the Commission, at DuPage County's sole cost and expense, of any additional Commission Connection Facilities required as a result of the relocation or

replacement of the Glen Ellyn Heights Metering Station. The schedule for such construction and installation shall not unreasonably disrupt or interfere with the Commission's operations, and the Commission will make a diligent effort to have its facilities completed to the new Point of Delivery for the Glen Ellyn Heights Service Area by the time established in the schedule for the delivery of Lake Water, but the Commission does not, and shall not, in any way guaranty delivery by such date.

D. Notwithstanding any requirement of the DuPage County Contract to the contrary, the Commission shall have no obligation to deliver Lake Water to the DuPage County Unit System for the Glen Ellyn Heights Service Area following such termination or determination or interpretation of invalidity, insufficiency, or nonexistence unless and until (i) the Glen Ellyn Heights Metering Station shall have been relocated or replaced by the Commission; (ii) any additional DuPage County Unit System Connection Facilities for the Glen Ellyn Heights Service Area required as a result of the relocation or replacement of the Glen Ellyn Heights Metering Station shall have been completed by DuPage County; and (iii) any additional Commission Connection Facilities required as a result of the relocation or replacement of the Glen Ellyn Heights Metering Station shall have been completed by the Commission. Notwithstanding the fact that the Commission shall have no obligation to deliver Lake Water to the DuPage County Unit System for the Glen Ellyn Heights Service Area during the period between such termination or determination or interpretation of invalidity, insufficiency, or nonexistence and the date by which all of the foregoing conditions shall have been satisfied, DuPage County hereby acknowledges and agrees that DuPage County shall continue to pay to the Commission all amounts due under the DuPage County Contract during such period as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission; provided, however, that, with

respect to DuPage County's obligation to pay its share of Underconsumption Costs pursuant to Subsection 7F of the Contract, such share of Underconsumption Costs shall be paid on the basis of the actual amount of Lake Water delivered to the DuPage County Unit System for the Glen Ellyn Heights Service Area from the Commission during such period.

SECTION FIVE: LEGAL RELATIONSHIPS AND REQUIREMENTS

A. This Agreement, and the Joint Facility provided by this Agreement, shall be deemed to supplement the DuPage County Contract to provide for (i) the construction and operation of the Joint Facility and (ii) the Commission's obligation to deliver and DuPage County's obligation to receive water for the Glen Ellyn Heights Service Area; the location of and property rights for the Glen Ellyn Heights Metering Station; the prices and terms of payment; DuPage County's release and indemnification of the Commission; and the schedule for completion of various facilities, in the event the Easement Agreement is ever terminated or DuPage County's or the Commission's legal interest in or legal authority concerning the use of the Glen Ellyn Heights Metering Station Site for the Glen Ellyn Heights Metering Station in the manner provided in the Easement Agreement or the use of the Easement Premises for the Glen Ellyn Heights Pressure Adjusting Station or the Joint Facility is, for any reason, terminated or deemed or interpreted to be invalid, insufficient, or nonexistent and the Glen Ellyn Heights Metering Station, the Glen Ellyn Heights Pressure Adjusting Station, or the Joint Facility is removed, with or without relocation or replacement.

Except where expressly provided in this Agreement, nothing in this Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of the DuPage County Contract, and, if there is any conflict or inconsistency between the terms of this Agreement and the terms of the DuPage County Contract, then the terms of the DuPage County Contract shall control. DuPage County shall at all times comply with all terms and

conditions of the DuPage County Contract as supplemented by this Agreement, including without limitation the making of all payments due thereunder and hereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Agreement, or DuPage County's inability to receive water through the Glen Ellyn Heights Metering Station or the Joint Facility provided by this Agreement, excuse, delay, or in any other way affect DuPage County's performances under the DuPage County Contract, including without limitation the making of all such payments.

For purposes of the DuPage County Contract, the "Commission Connection Facilities" shall include the Glen Ellyn Heights Metering Station provided for under this Agreement and any additional facilities to be constructed and installed by the Commission pursuant to this Section Four of this Agreement.

For purposes of the DuPage County Contract, the "DuPage County Unit System Connection Facilities" shall include the Glen Ellyn Heights Pressure Adjusting Station provided for under this Agreement and any additional facilities to be constructed and installed by DuPage County pursuant to Section Four of this Agreement.

For purposes of the DuPage County Contract, the "Connection Facilities Cost" shall include the full actual cost incurred by the Commission in connection with the negotiation, preparation, consideration, and review of this Agreement, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith.

Notwithstanding anything to the contrary contained in the DuPage County Contract, the Commission and DuPage County expressly acknowledge and agree that DuPage County shall not be entitled to payment or reimbursement from the Commission for the

design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility.

B. DuPage County hereby releases the Commission from, agrees that the Commission shall not be liable for, and agrees to indemnify and hold the Commission harmless from: (a) any damages occasioned by or in any way related to or resulting from any failure to supply Lake Water or any limitation on, or delay in, or interruption of, the Lake Water supply; (b) any damage to the DuPage County Unit System caused by the design of the Joint Facility or the operation or maintenance of the Glen Ellyn Heights Pressure Adjusting Station or the common areas of the Joint Facility or the removal, relocation, or replacement of the Glen Ellyn Heights Metering Station or the construction, installation, removal, relocation, or replacement of any other Connection Facility required as a result of the removal, relocation, or replacement of the Glen Ellyn Heights Metering Station; and (c) any claims, litigation, and liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by, connected with, or in any way attributable to, the construction and installation of the Joint Facility or the maintenance of the DuPage County Unit System, the Glen Ellyn Heights Pressure Adjusting Station, or the common areas of the Joint Facility, or the removal, relocation, or replacement of the Glen Ellyn Heights Metering Station or the construction, installation, removal, relocation, or replacement of any other Connection Facility required as a result of the removal, relocation, or replacement of the Glen Ellyn Heights Metering Station, or to any exercise by DuPage County of any right or duty herein granted or any failure by DuPage County to exercise any such right or duty or to comply with any of the terms and conditions of this Agreement. DuPage County shall, and does hereby agree to, pay all expenses, including

legal fees and administrative expenses, incurred by the Commission in defending itself with regard to any and all of the matters mentioned in this Section 5B.

C. The Commission and DuPage County agree to meet and cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth herein. The Commission and DuPage County agree and acknowledge that further details regarding the construction and operation of the Joint Facility may be subject to a future agreement.

D. Either the Commission or DuPage County may terminate this Agreement upon 30 days advance written notice to the other in the following situations:

1. In the event the property for the Joint Facility Site is not ***[dedicated/leased]*** to DuPage County, or an alternative location is not obtained, as provided in Subsection 3B of this Agreement, on or before _____, 200__.
2. In the event DuPage County shall not have approved the final design of the Glen Ellyn Heights Pressure Adjusting Station and the common areas of the Joint Facility on or before _____, 200__.
3. In the event the Commission and DuPage County are unable to agree on the award by the Commission of a contract(s) for the construction of the Joint Facility on or before _____, 200__.
4. In the event DuPage County shall have failed or refused to increase the Cash Deposit as and when required by Subsection 3G of this Agreement.
5. In the event DuPage County shall have failed or refused to meet fully any of its obligations under this Agreement or the DuPage County Contract.

Upon termination, this Agreement shall be void and of no effect; provided, however, that DuPage County shall remain responsible for all fees, costs, and expenses incurred or accrued by the Commission prior to termination of this Agreement. The obligation of DuPage County to reimburse the Commission as required by this Agreement is unconditional and irrevocable, payable without set off or counterclaim, and irrespective of

whether Lake Water is ever furnished, made available, or delivered to DuPage County through the Joint Facility, or whether the Joint Facility is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water. In the event that, following service of such notice but before actual termination, the basis for such notice is corrected, the notice shall be considered void and of no effect, and this Agreement shall continue in full force and effect.

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

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

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

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

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: Robert L. Martin
General Manager

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

County of DuPage
Public Works Department
421 North County Farm Road
Wheaton, Illinois 60187
Attention: Superintendent

And

State's Attorney's Office
503 North County Farm Road
Wheaton, Illinois 60187
Attention: Anthony Hayman

H. This Agreement shall be construed exclusively under the applicable laws, but not the conflicts of laws rules, of the State of Illinois.

I. This Contract shall not be modified or amended in any way except in writing approved by both parties hereto. No such modification or amendment shall materially impair or adversely affect the ability or obligation of DuPage County to make payments to the Commission to meet the Commission's obligations under the Chicago Contract, the Charter Customer Contract, and the Bond Ordinances.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto

and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

COUNTY OF DuPAGE

Date: _____

By: _____
Chairman

(SEAL)

ATTEST:

By: _____
Clerk

DuPAGE WATER COMMISSION

Date: _____

By: _____
Chairman

(SEAL)

ATTEST:

By: _____
Clerk

DuPAGE COUNTY PUBLIC WORKS

By: _____
Superintendent

EXHIBIT A

WATER DELIVERY DATA DuPAGE WATER COMMISSION

[TO BE SUPPLIED BY DuPAGE COUNTY]

EXHIBIT B

FORM OF METERING STATION EASEMENT AGREEMENT

DuPAGE WATER COMMISSION
METERING STATION
EASEMENT AGREEMENT
(DuPage County Glen Ellyn Heights MS-9A)

PERMANENT REAL ESTATE TAX INDEX NO. ____-____-____-____

Prepared by and Mail to:

Maureen A. Crowley
Staff Attorney
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126

METERING STATION
EASEMENT AGREEMENT
(DuPage County Glen Ellyn Heights MS-9A)

THIS EASEMENT AGREEMENT, made and entered into as of this ____ day of _____, 200_, 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 *[DuPAGE COUNTY, a unit of local government created and existing under the laws of the State of Illinois and a customer of the Commission (the "Customer")]* *[OWNER (the "Owner")]*,

WITNESSETH:

WHEREAS, the Commission and *[the Customer]* *[DuPage County, a unit of local government created and existing under the laws of the State of Illinois and a customer of the Commission (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 Concerning the Construction and Operation of a Joint Facility for the Glen Ellyn Heights Service Area, dated as of _____, 2009 (the "Joint Facility Agreement"); and

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

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

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

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

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

WHEREAS, the Easement Premises are located in unimproved public right-of-way and the *[Customer][Owner]* is the owner of the Easement Premises *[and will only grant a term and terminable easement for the Metering Station Easement Premises]*; and

WHEREAS, the *[Commission and the Customer desire to] [Customer desires that the Commission]* enter into this Easement Agreement *[with the Owner]* 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-__-0__, being "An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the DuPage County Glen Ellyn Heights Metering Station MS-9A Site and Authorizing the Execution of the DuPage County Glen Ellyn Heights Metering Station Easement

Agreement,” pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.; and

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

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

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

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

Premises”).] [This Easement Agreement, and the easement rights hereby granted, shall continue in full force and effect until [DATE—at a minimum 2/24/24], subject to earlier termination as provided in Paragraph [11] hereof.]

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

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

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

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

[7. The [Customer/Owner] 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/Owner] 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/Owner]* 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.

[8]. The *[Customer/Owner]* 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/Owner]*, or its agents or employees, in performing any work on the Metering Station Easement Premises~~, the Access Easement Premises, and the Subject Property~~ in conjunction with its rights pursuant to Paragraph 7 hereof, and~~, except as otherwise provided in the Joint Facility Agreement,~~ the Commission agrees to indemnify and defend the *[Customer/Owner]* 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~~, the Access Easement Premises, and the Subject Property~~ in conjunction with its rights pursuant to Paragraphs 2, *[4, 5, and 6]* hereof. The *[Customer/Owner]* shall provide to the Commission, and the Commission shall provide to the *[Customer/Owner]*, 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.

[9]. *[Customer/Owner]* represents and warrants that it shall take all necessary action so that the easement~~s~~ contemplated by this Easement Agreement shall be released from all liens, including but not limited to the lien of all mortgages, mechanics' lien claims, security agreements, and assignments of rents and leases, and shall execute all

such documents as may be reasonably necessary to perfect the Commission's right, title and interest therein.

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

[11]. *[Upon the expiration of the term of this Easement Agreement as provided in Paragraph 2 hereof without renewal, or in] [In]* the event that DuPage County Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days execute and deliver to the **[Customer/Owner]** an appropriate document evidencing the termination of this Easement Agreement and releasing the easement rights hereby granted. The Commission **[may] [shall]**, within said 90 day period, **[in its own discretion,]** and at the Customer's expense, remove the Metering Station from the Metering Station Easement Premises. If the Commission fails to remove the Metering Station, as aforesaid, the **[Customer/Owner]** may take title to the Metering Station.

In the event **[that certain Lease Agreement dated as of [DATE] (the "Lease"), by and between the Owner and the Customer is ever terminated, whether by the natural expiration of its term without renewal or extension or otherwise, or]** the Easement

Agreement is ever terminated or the Customer's or the Commission's legal interest in or legal authority concerning the use of the Easement Premises for the Metering Station in the manner provided in the Easement Agreement is, for any reason, terminated or deemed or interpreted to be invalid, insufficient or nonexistent, the Commission shall remove the Metering Station from the Easement Premises at the Customer's sole cost and expense. *[In addition, the Commission shall execute and deliver to the [Customer/Owner] an appropriate document evidencing the termination of this Easement Agreement and releasing the easement rights hereby granted no later than the earlier of (a) [Number] months following the Commission's receipt of notice of the Owner's written notice that the Owner is exercising its right under the Lease to terminate the Lease for default by the Customer or (b) the Commission's placement into service of a replacement Metering Station to service the Customer's Glen Ellyn Heights Service Area. The Commission shall no later than the earlier of (a) [Number] months following the Commission's receipt of notice of the Owner's written notice that the Owner is exercising its right under the Lease to terminate the Lease for default by the Customer or (b) the Commission's placement into service of a replacement Metering Station to service the Customer's Glen Ellyn Heights Service Area, at no expense to Owner, and at the Customer's expense, remove the Metering Station from the Metering Station Easement Premises.]*

[12]. 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] [OWNER]

ATTEST:

By: _____
[TITLE]

EXHIBIT 1

LEGAL DESCRIPTION OF THE METERING STATION EASEMENT PREMISES

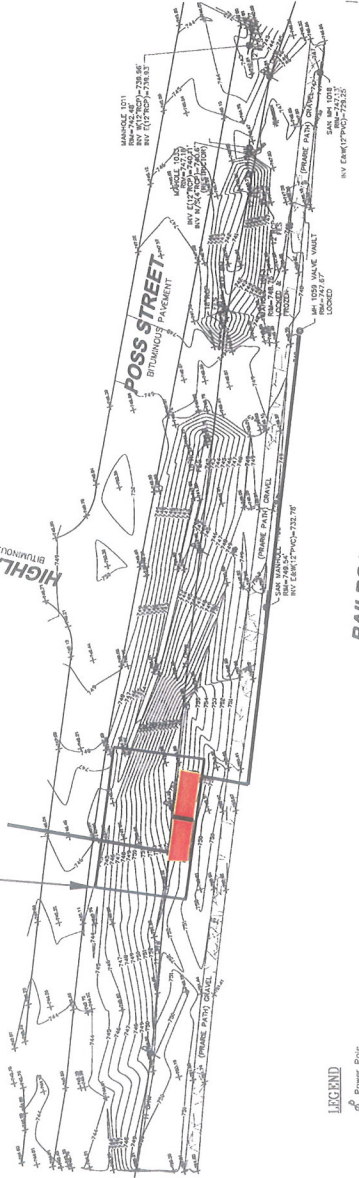
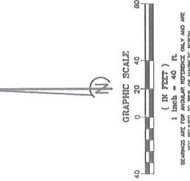
**[MORE ACCURATE/SPECIFIC LEGAL DESCRIPTION
TO BE PROVIDED BY DuPAGE COUNTY]**

THAT PART OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT APPROXIMATELY 800 FEET WEST OF THE CENTERLINE OF MAIN STREET IN UNINCORPORATED MILTON TOWNSHIP, ALONG THE NORTHERLY RIGHT OF WAY OF THE GREAT WESTERN TRAIL; THENCE WEST FOR APPROXIMATELY 100 FEET; THENCE NORTHERLY 90 DEGREES 00 MINUTES 00 SECONDS FOR APPROXIMATELY 60 FEET; THENCE EASTERLY 90 DEGREES 00 MINUTES 00 SECONDS FOR APPROXIMATELY 100 FEET; THEN SOUTHERLY 90 DEGREES 00 MINUTES 00 SECONDS FOR APPROXIMATELY 60 FEET TO THE POINT OF BEGINNING.

PERMANENT REAL ESTATE TAX INDEX NO. 05-02-323-004

TOPOGRAPHIC SURVEY

APPROX. LOCATION OF PROPOSED EASEMENT



LEGEND

- Power Pole
- Utility Pedestal
- Manhole
- Catch Basin
- ⊞ Water Valve
- ⊞ Fire Hydrant
- ▭ Concrete
- B-Box
- △ Gas Meter
- Chain Line Fence
- Overhead Wire
- ⊙ Existing Tree With Size
- △ Power Pole Section

BENCH MARK:

THE STATION IS AT THE SOUTHEAST CORNER OF SAID INTERSECTION, 32.60 FT. SOUTH OF THE CENTERLINE OF GENEVA RD. AND 44.60 FT. EAST OF THE CENTERLINE OF WESTERN AV., A BRONZE DISK MONUMENT ESTABLISHED IN CONCRETE BASE OF TRAFFIC CONTROL LIGHT STAMPED "DUPAGE COUNTY MAPS AND PLATS".

ELEVATION: 772.97'

SITE BENCHMARK:

RAILROAD SPIKE IN POWERPOLE.

ELEVATION: 742.69'

DATE: 11/20/2010
 SHEET: 03-04-004a

METERING STATION LOCATION	
DAVE ELLIOTT, R.	
DATE	11/20/2010
DRAWN BY	J. J. J.
CHECKED BY	J. J. J.

NO.	DESCRIPTION

The Balsamo/Olsen Engineering Company
 4008 Main Street, Suite 101, Lisle, Illinois 60532
 (630) 755-8800 Fax (630) 755-8803
 Main Office: (630) 755-8800, Lisle, Illinois 60532
 Fax: (630) 755-8803

EXHIBIT 2

PLANS FOR THE LOCATION OF THE METERING STATION

[TO BE SUPPLIED BY THE COMMISSION]

EXHIBIT 3

LEGAL DESCRIPTION OF THE ACCESS EASEMENT PREMISES

[TO BE SUPPLIED BY DUPAGE COUNTY--IF NECESSARY]

EXHIBIT 4

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

[TO BE SUPPLIED BY DuPAGE COUNTY--IF NECESSARY]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

Given under my hand and official seal this _____ day of _____, 200_.

Notary Public
My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

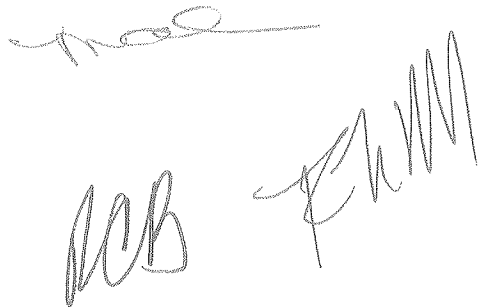
I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ [of _____, and _____ of said _____], personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument [as such _____ and _____, respectively,] appeared before me this day in person and acknowledged that (he) (she) (they) signed and delivered said instrument as (his) (her) (their) free and voluntary act [, and as the free and voluntary act of said _____,] for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 200__.

Notary Public

My Commission Expires:

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Hobson Valley (Greene Road) Service Area</p> <p>Ordinance No. O-3-09</p>	<p>APPROVAL</p> 	
<p>The County of DuPage requested that the Commission design and construct the County's Pressure Adjusting Station for the Hobson Valley (Greene Road) Service Area to avoid duplication of construction activities and unnecessary public disruption that would be associated with the construction of the Commission's Metering Station at the same location. In addition, the County requested that the Metering Station and Pressure Adjusting Station be constructed as a joint facility in one monolithic, cast in place concrete structure rather than as separate facilities. Finally, the County has proposed that the Joint Facility be located within unimproved public right-of-way that DuPage County will either purchase or lease and, as such, the County may only be able to grant (or cause to be granted) to the Commission a term and terminable easement for the Metering Station rather than the perpetual easement required by the Subsequent Customer Contract.</p> <p>The Commission has previously approved joint Metering/Pressure Adjusting Station facilities for other customers and, on the odd occasion, Metering Stations located within public rights-of-way and/or on leased property subject to substantially the same terms, conditions, and limitations as are set forth in the proposed Intergovernmental Agreement attached to Ordinance No. O-3-09.</p>			
<p>MOTION: To adopt Ordinance No. O-3-09.</p>			

DuPAGE WATER COMMISSION

ORDINANCE NO. O-3-09

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE DuPAGE WATER
COMMISSION AND THE COUNTY OF DuPAGE CONCERNING THE
CONSTRUCTION AND OPERATION OF A JOINT FACILITY

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 "Commission Waterworks System"); and

WHEREAS, the County of DuPage ("DuPage 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 DuPage 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 DuPage County to serve the various discrete and non-contiguous service areas served by the DuPage County Unit System from time to time, including the service area known as the Hobson Valley (Greene Road) Service Area (the "DuPage County Contract"); and

WHEREAS, the DuPage County Contract provides that at each Point of Delivery, as defined in the DuPage County Contract, the Commission is to furnish, install, own, operate, maintain, repair, and replace certain equipment and devices, together with certain above-ground structures and portions of its water distribution mains, including underground

Ordinance No. O-3-09

feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to DuPage County under the DuPage County Contract (each collectively referred to as a "Metering Station"); and

WHEREAS, the DuPage County Contract provides that each Metering Station is to be located at a site owned, selected, and provided by DuPage County, subject to review and approval by the Commission (each referred to as a "Metering Station Site"); and

WHEREAS, the DuPage County Contract provides that DuPage County is to grant to the Commission all perpetual easements necessary for each Metering Station Site, in form satisfactory to the Commission's attorneys and free and clear of all liens, claims, encumbrances and restrictions, unless otherwise approved by the Commission in writing; and

WHEREAS, the DuPage County Contract provides that DuPage County is to furnish, install, own, operate, maintain, repair and replace a pressure adjusting station immediately downstream from each Point of Delivery and pipeline and equipment appurtenant thereto (each collectively referred to as a "Pressure Adjusting Station"); and

WHEREAS, DuPage County requested that the Pressure Adjusting Station at the Point of Delivery for the Hobson Valley (Greene Road) Service Area (the "Hobson Valley (Greene Road) Pressure Adjusting Station") be designed and constructed by the Commission instead of DuPage County to avoid duplication of construction activities and unnecessary public disruption; and

WHEREAS, it is in the best interest of the Commission and DuPage County to design and construct the Hobson Valley (Greene Road) Pressure Adjusting Station and the Metering Station at the Point of Delivery for the Hobson Valley (Greene Road) Service

Ordinance No. O-3-09

Area (the "Hobson Valley (Greene Road) Metering Station") as a joint facility (the "Joint Facility"); and

WHEREAS, DuPage County has selected the site legally described and depicted in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof as the site for the Hobson Valley (Greene Road) Metering Station (the "Hobson Valley (Greene Road) Metering Station Site"), the Hobson Valley (Greene Road) Pressure Adjusting Station, and the common areas of the Joint Facility (the "Easement Premises"); and

WHEREAS, the Easement Premises are located in unimproved public right-of-way; and

WHEREAS, in order to induce the Commission to accept the Hobson Valley (Greene Road) Metering Station Site for the Hobson Valley (Greene Road) Metering Station and the Easement Premises for the Joint Facility, DuPage County has represented that it has or will have sufficient legal interest in and proper legal authority to use or permit others to use the Easement Premises for the Joint Facility and the Hobson Valley (Greene Road) Metering Station Site for the Hobson Valley (Greene Road) Metering Station; and

WHEREAS, prior to the approval of the Hobson Valley (Greene Road) Metering Station Site and the Easement Premises, the Commission and DuPage County desire to establish supplemental terms under the DuPage County Contract relating to (i) the construction and operation of the Joint Facility and (ii) the Commission's obligation to deliver and DuPage County's obligation to receive water for the Hobson Valley (Greene Road) Service Area; the location of and property rights for the Hobson Valley (Greene Road) Metering Station; the prices and terms of payment; DuPage County's release and

indemnification of the Commission; and the schedule for completion of various facilities, in the event DuPage County's or the Commission's legal interest in or legal authority concerning the use of the Hobson Valley (Greene Road) Metering Station Site for the Hobson Valley (Greene Road) Metering Station or the use of the Easement Premises for the Hobson Valley (Greene Road) Pressure Adjusting Station or the Joint Facility is, for any reason, terminated or deemed or interpreted to be invalid, insufficient, or nonexistent and the Hobson Valley (Greene Road) Metering Station, the Hobson Valley (Greene Road) Pressure Adjusting Station, or the Joint Facility is removed, with or without relocation or replacement;

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 Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Hobson Valley (Greene Road) Service Area, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and it hereby is approved (the "Joint Facility Agreement").

SECTION THREE: The Chairman and the Clerk of the DuPage Water Commission shall be and they hereby are authorized and directed to execute and attest, respectively, the Joint Facility Agreement, in substantially the form attached hereto as Exhibit 1; provided, however, that the Joint Facility Agreement shall not be so executed nor attested on behalf of the DuPage Water Commission unless and until (a) the Chairman shall have

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been presented with copies of the Joint Facility Agreement executed by the County of DuPage and (b) the Commission shall have received the Cash Deposit required pursuant to Subsection 3G of the Joint Facility Agreement.

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

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners, including the affirmative votes of at least one-third of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2009.

Chairman

ATTEST:

Clerk

Board/Ordinances/O-3-09.doc

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
DuPAGE WATER COMMISSION AND THE COUNTY OF DuPAGE
CONCERNING THE CONSTRUCTION AND OPERATION OF A JOINT
FACILITY FOR THE HOBSON VALLEY (GREENE ROAD) SERVICE AREA

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, 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 ("DuPage County"),

WITNESSETH:

WHEREAS, the Commission was formed and exists pursuant to Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1 et seq.), and the Water Commission Act of 1985 (70 ILCS 3720/0.01 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 "Commission Waterworks System"); and

WHEREAS, DuPage 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 DuPage 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 DuPage County to serve the various discrete and non-contiguous service areas served by the DuPage County Unit System from time to time, including the service area known as the Hobson Valley (Greene Road) Service Area (the "DuPage County Contract"); and

WHEREAS, the DuPage County Contract provides that at each Point of Delivery, as defined in the DuPage County Contract, the Commission is to furnish, install, own, operate, maintain, repair, and replace certain equipment and devices, together with certain above-ground structures and portions of its water distribution mains, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to DuPage County under the DuPage County Contract (each collectively referred to as a "Metering Station"); and

WHEREAS, the DuPage County Contract provides that each Metering Station is to be located at a site owned, selected, and provided by DuPage County, subject to review and approval by the Commission (each referred to as a "Metering Station Site"); and

WHEREAS, the DuPage County Contract provides that DuPage County is to grant to the Commission all perpetual easements necessary for each Metering Station Site, in form satisfactory to the Commission's attorneys and free and clear of all liens, claims, encumbrances and restrictions, unless otherwise approved by the Commission in writing; and

WHEREAS, the DuPage County Contract provides that DuPage County is to furnish, install, own, operate, maintain, repair and replace a pressure adjusting station immediately downstream from each Point of Delivery and pipeline and equipment appurtenant thereto (each collectively referred to as a "Pressure Adjusting Station"); and

WHEREAS, DuPage County requested that the Pressure Adjusting Station at the Point of Delivery for the Hobson Valley (Greene Road) Service Area (the "Hobson Valley (Greene Road) Pressure Adjusting Station") be designed and constructed by the Commission instead of DuPage County to avoid duplication of construction activities and unnecessary public disruption; and

WHEREAS, it is in the best interest of the Commission and DuPage County to design and construct the Hobson Valley (Greene Road) Pressure Adjusting Station and the Metering Station at the Point of Delivery for the Hobson Valley (Greene Road) Service Area (the "Hobson Valley (Greene Road) Metering Station") as a joint facility (the "Joint Facility"); and

WHEREAS, DuPage County has selected the site legally described and depicted in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof as the site for the Hobson Valley (Greene Road) Metering Station (the "Hobson Valley (Greene Road) Metering Station Site"), the Hobson Valley (Greene Road) Pressure Adjusting Station, and the common areas of the Joint Facility (the "Easement Premises"); and

WHEREAS, the Easement Premises are located in unimproved public right-of-way and ***[DuPage County][OWNER]*** is the owner of the Easement Premises ***[and will only grant a term and terminable easement for the Hobson Valley (Greene Road) Metering Station Site]***; and

WHEREAS, in order to induce the Commission to accept the Hobson Valley (Greene Road) Metering Station Site for the Hobson Valley (Greene Road) Metering Station and the Easement Premises for the Joint Facility, DuPage County has represented that it has sufficient legal interest in and proper legal authority to use or permit others to use the Easement Premises for the Joint Facility and the Hobson Valley (Greene Road) Metering Station Site for the Hobson Valley (Greene Road) Metering Station in the manner provided in the Easement Agreement attached hereto and by this reference incorporated herein and made a part hereof as Exhibit B (the "Easement Agreement"); and

WHEREAS, prior to the approval of the Hobson Valley (Greene Road) Metering Station Site and the Easement Premises, the Commission and DuPage County desire to establish by this Agreement supplemental terms under the DuPage County Contract relating to (i) the construction and operation of the Joint Facility and (ii) the Commission's obligation to deliver and DuPage County's obligation to receive water for the Hobson Valley (Greene Road) Service Area; the location of and property rights for the Hobson Valley (Greene Road) Metering Station; the prices and terms of payment; DuPage County's release and indemnification of the Commission; and the schedule for completion of various facilities, in the event the Easement Agreement is ever terminated or DuPage County's or the Commission's legal interest in or legal authority concerning the use of the Hobson Valley (Greene Road) Metering Station Site for the Hobson Valley (Greene Road) Metering Station in the manner provided in the Easement Agreement or the use of the Easement Premises for the Hobson Valley (Greene Road) Pressure Adjusting Station or the Joint Facility is, for any reason, terminated or deemed or interpreted to be invalid, insufficient, or nonexistent and the Hobson Valley (Greene Road) Metering Station, the Hobson Valley (Greene Road) Pressure Adjusting Station, or the Joint Facility is removed, with or without relocation or replacement; and

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

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth below, the Commission and DuPage County hereby agree as follows:

SECTION ONE: PREAMBLES

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

SECTION TWO: DEFINITIONS

Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the DuPage County Contract as supplemented by this Agreement.

SECTION THREE: CONSTRUCTION AND OPERATION OF THE JOINT FACILITY

A. For purposes of this Agreement, the "Joint Facility" shall mean a facility to convey, measure, and regulate the flow of water from the Commission Waterworks System to the portion of the DuPage County Unit System serving the Hobson Valley (Greene Road) Service Area and shall include the following:

1. A Metering Station, to be known as Metering Station 9B ("MS-9B"), for properly conveying and measuring the quantity of Lake Water delivered by the Commission to the portion of the DuPage County Unit System serving the Hobson Valley (Greene Road) Service Area, including certain equipment, devices, and structures, and portions of its water distribution main, including underground feeder pipe lines and related equipment to initially connect MS-9B to the existing Commission Waterworks System, and all antennas and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to MS-9B, as such facilities may be relocated, replaced, extended, or improved from time to time (the "Hobson Valley (Greene Road) Metering Station").
- 2i. A Type [] pressure adjusting station at the Point of Delivery for the Hobson Valley (Greene Road) Service Area in accordance with the design criteria set forth in the document entitled "Water Delivery Data DuPage Water Commission" dated _____, 2009, and identifying DuPage County as "customer," a copy of which is attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A (the "Hobson Valley (Greene Road) Pressure Adjusting Station").
3. Such other equipment and appurtenances as may be necessary for the operation and construction of the foregoing in conformance with the approved design plans therefor.

B. The Joint Facility is expected to be located on the site legally described in Exhibit B attached hereto as selected *[, acquired, and owned] [and leased]* by DuPage County (the "Joint Facility Site"), the location of which has been reviewed and approved by the Commission subject to the terms, conditions, and limitations set forth in Section Four of this Agreement. In the event the property is not *[dedicated/leased]* to DuPage County or is otherwise determined by the Commission and DuPage County to be unsuitable for locating the Joint Facility, DuPage County shall endeavor in good faith to obtain an alternative location for the Joint Facility Site acceptable to both the Commission and DuPage County.

C. DuPage County shall be solely responsible for the costs in designing the Joint Facility. It is understood that the Commission will be the contracting party with the design engineer and will administer the design contract for the benefit of both the Commission and DuPage County. The Commission will consult with DuPage County to keep DuPage County advised as to the progress of the design work and to address issues of mutual concern regarding the details of such design work. The final design of the Joint Facility shall be subject to the review of both the Commission and DuPage County and subject to the approval of the Commission to the extent of the Hobson Valley (Greene Road) Metering Station, DuPage County to the extent of the Hobson Valley (Greene Road) Pressure Adjusting Station, and both the Commission and DuPage County to the extent of the common areas of the Joint Facility. For the purposes of this Agreement, the common areas of the Joint Facility shall include those portions of the Joint Facility, such as the structure and area grounds, which serve the needs of both the Commission and DuPage County.

D. DuPage County shall be solely responsible for the costs in constructing the Joint Facility. The Commission shall solicit bids for the construction of the Joint Facility, including all equipment and appurtenances necessary for the Hobson Valley (Greene Road) Metering Station and the Hobson Valley (Greene Road) Pressure Adjusting Station. The Commission's standard form of bidding and construction contract documents shall be used and the cost of the Hobson Valley (Greene Road) Metering Station, the Hobson Valley (Greene Road) Pressure Adjusting Station, and the common areas of the Joint Facility shall be separately identified in the bidding and construction contract documents. The Commission agrees to solicit, award, and administer all contracts for the project in the best interest of both the Commission and DuPage County and to consult with, and keep advised, DuPage County's Superintendent of Public Works, or his or her designee, regarding the progress of the work and any problems encountered or changes recommended. Both the Commission and DuPage County must agree to the award of any contract for such construction work. Upon approval of both the Commission and DuPage County, the Commission shall enter into a construction contract(s) with the selected contractor(s), and shall administer such construction contract(s) in conformance with this Agreement. It is understood that, although DuPage County will not be a party to the construction contract(s), DuPage County will be designated as a beneficiary of any insurance, guaranty, or warranty required by the construction contract(s). In addition, any change order, as well as final acceptance and approval of the completed Joint Facility, shall be subject to the approval of the Commission to the extent of the Hobson Valley (Greene Road) Metering Station, DuPage County to the extent of the Hobson Valley (Greene Road) Pressure Adjusting Station, and both the Commission and DuPage County to the extent of the common areas of the Joint Facility. Neither Party shall be required to

approve or accept any portion of the Joint Facility until all portions of the Joint Facility, including all punch list items, have been fully and properly completed.

E. DuPage County shall reimburse the Commission for the full actual cost incurred by the Commission in connection with (a) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility, including without limitation equipment required for the operation of the Joint Facility and all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (b) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (c) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility and in connection with the negotiation, preparation, consideration, and review of this Agreement, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith. DuPage County shall reimburse the Commission monthly for such fees, costs, and expenses, in accordance with the provisions of Subsection 3G of this Agreement.

F. Prior to the Commission's solicitation of bids for the construction of the Joint Facility, DuPage County, without charge to the Commission, shall: (a) present the Commission with adequate evidence of merchantable fee simple title to the Joint Facility Site; (b) grant or cause to be granted to the Commission all necessary and insured easements for the Joint Facility Site, in substantially the form attached hereto and by this

reference incorporated herein and made part hereof as Exhibit B and satisfactory to the Commission's attorneys, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing; and (c) grant to the Commission all necessary and insured easements for the appropriate location and installation of antennas and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to the Hobson Valley (Greene Road) Metering Station, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing.

G. DuPage County shall, as a condition precedent to the effectiveness of the Commission ordinance approving this Agreement, deposit with the Commission cash (the "Cash Deposit") in a total amount equal to \$438,750.00 (125 percent of the Commission's estimated costs of design and constructing the Hobson Valley (Greene Road) Pressure Adjusting Station). Upon execution of all contracts necessary or required for the design and construction of the Hobson Valley (Greene Road) Pressure Adjusting Station, the Cash Deposit may be reduced from 125 percent of the Commission's estimate to 110 percent of the amount of the executed contracts attributable to the design and construction of the Hobson Valley (Greene Road) Pressure Adjusting Station. The Cash Deposit shall, at all times until released or reduced as provided below, be maintained at not less than 10 percent of the total deposit required by the preceding sentence. DuPage County shall not be entitled to interest on the Cash Deposit.

In addition, DuPage County shall reimburse the Commission for all costs incurred by the Commission in connection with: (i) the design of, and the review and approval of all plans and specifications for, the Hobson Valley (Greene Road) Metering Station and the common areas of the Joint Facility; (ii) the preparation of all bidding and contract

documents for the Joint Facility; (iii) the administration of the contract for the construction of the Joint Facility; and (iv) shop drawing review and the inspection of the construction and installation of the Hobson Valley (Greene Road) Metering Station and the common areas of the Joint Facility, including all legal, engineering, and other consulting and administrative fees, costs, and expenses. All of the foregoing fees, costs, and expenses shall be included within, and shall be paid for in accordance with, Subsection 7C of the DuPage County Contract as part of its Connection Facilities Cost.

The Commission shall review all pay requests and supporting documents and shall direct payments to be made from the Cash Deposit of all amounts then due for the Hobson Valley (Greene Road) Pressure Adjusting Station work each month. If at any time the Commission determines that the funds remaining in the Cash Deposit are not, or may not be, sufficient to pay in full the remaining unpaid cost of the Hobson Valley (Greene Road) Pressure Adjusting Station, then, within 10 days following a demand by the Commission, DuPage County shall increase the amount of the Cash Deposit to an amount reasonably determined by the Commission to be sufficient to pay 120 percent of such unpaid costs. Failure to so increase the amount of the Cash Deposit shall be grounds for the Commission to retain any remaining balance of the Cash Deposit and terminate this Agreement pursuant to Subsection 5D of this Agreement. The Commission shall release any amounts remaining in the Cash Deposit after final payment to the construction contractor unless this Agreement shall have been sooner terminated as provided in the preceding sentence.

The Cash Deposit required by this Subsection 3G shall be in addition to, and not as a credit against, the "Cash Deposit" required by Subsection 7C of the DuPage County Contract.

H. Upon acceptance and approval of the Joint Facility, ownership of the Hobson Valley (Greene Road) Pressure Adjusting Station and a bill of sale therefor shall be conveyed to DuPage County. Immediately following such conveyance, DuPage County shall own and operate the Hobson Valley (Greene Road) Pressure Adjusting Station, the Hobson Valley (Greene Road) Pressure Adjusting Station shall become the sole and exclusive property of DuPage County, and DuPage County shall have all duty, responsibility, and liability to maintain and repair the Hobson Valley (Greene Road) Pressure Adjusting Station and the common areas of the Joint Facility and the Commission shall have no obligation or duty with respect thereto. Upon completion of the construction and installation of the Joint Facility, the Commission shall have all duty, responsibility, and liability to maintain and repair the Hobson Valley (Greene Road) Metering Station.

I. Once the Joint Facility becomes operational, the rate of withdrawal from the Joint Facility shall not exceed that portion of the rate allowed by Subsections 3A and 9M of the DuPage County Contract that is attributable to, and is based upon the Water Allocation for, the Hobson Valley (Greene Road) Service Area.

J. DuPage County acknowledges and agrees that: (a) the Commission is not, and shall not be, in any way liable for damages or injuries that may be sustained as a result of the Commission's review and approval of any plans for the Joint Facility, or as a result of the issuance of any approvals, certificates, or acceptances for the development or use of any portion of the Joint Facility, or as a result of the design of the Joint Facility or the operation or maintenance of the Hobson Valley (Greene Road) Pressure Adjusting Station or the common areas of the Joint Facility; and (b) the Commission's review and approval of any such plans and issuance of any such approvals, certificates, or acceptances does not, and shall not, in any way be deemed to insure DuPage County, or any respective

successors, assigns, tenants, or licensees, or any third party, against damage or injury of any kind at any time.

SECTION FOUR: APPROVAL OF EASEMENT PREMISES

A. Subject to the terms, conditions, and limitations of this Section Four, the Commission hereby agrees that it shall not object to the location of the Hobson Valley (Greene Road) Metering Station Site, the Joint Facility Site, or the Easement Premises.

B. In the event the Easement Agreement is ever terminated or DuPage County's or the Commission's legal interest in or legal authority concerning the use of the Hobson Valley (Greene Road) Metering Station Site for the Hobson Valley (Greene Road) Metering Station in the manner provided in the Easement Agreement or the use of the Easement Premises for the Hobson Valley (Greene Road) Pressure Adjusting Station or the Joint Facility is, for any reason, terminated or deemed or interpreted to be invalid, insufficient or non-existent, the Commission shall remove the Hobson Valley (Greene Road) Metering Station from the Hobson Valley (Greene Road) Metering Station Site, with or without relocation or replacement, at DuPage County's sole cost and expense.

C. In the event the Hobson Valley (Greene Road) Metering Station is removed from the Hobson Valley (Greene Road) Metering Station Site, the Commission shall not be obligated to relocate or replace the Hobson Valley (Greene Road) Metering Station unless and until (i) DuPage County shall have provided to the Commission a replacement site for the Hobson Valley (Greene Road) Metering Station meeting the same requirements provided in Subsection 5A of the DuPage County Contract for the original site, and (ii) the Commission and DuPage County, by separate written contract, shall establish mutually agreeable terms between them for such relocation or replacement, including without limitation requiring, and establishing a schedule for, the relocation or replacement of the

Hobson Valley (Greene Road) Metering Station by the Commission at DuPage County's sole cost and expense; the relocation or replacement by DuPage County of the Hobson Valley (Greene Road) Pressure Adjusting Station and the construction and installation of any other DuPage County Unit System Connection Facilities required as a result of the relocation or replacement of the Hobson Valley (Greene Road) Metering Station; and the construction and installation by the Commission, at DuPage County's sole cost and expense, of any additional Commission Connection Facilities required as a result of the relocation or replacement of the Hobson Valley (Greene Road) Metering Station. The schedule for such construction and installation shall not unreasonably disrupt or interfere with the Commission's operations, and the Commission will make a diligent effort to have its facilities completed to the new Point of Delivery for the Hobson Valley (Greene Road) Service Area by the time established in the schedule for the delivery of Lake Water, but the Commission does not, and shall not, in any way guaranty delivery by such date.

D. Notwithstanding any requirement of the DuPage County Contract to the contrary, the Commission shall have no obligation to deliver Lake Water to the DuPage County Unit System for the Hobson Valley (Greene Road) Service Area following such termination or determination or interpretation of invalidity, insufficiency, or nonexistence unless and until (i) the Hobson Valley (Greene Road) Metering Station shall have been relocated or replaced by the Commission; (ii) any additional DuPage County Unit System Connection Facilities for the Hobson Valley (Greene Road) Service Area required as a result of the relocation or replacement of the Hobson Valley (Greene Road) Metering Station shall have been completed by DuPage County; and (iii) any additional Commission Connection Facilities required as a result of the relocation or replacement of the Hobson Valley (Greene Road) Metering Station shall have been completed by the Commission.

Notwithstanding the fact that the Commission shall have no obligation to deliver Lake Water to the DuPage County Unit System for the Hobson Valley (Greene Road) Service Area during the period between such termination or determination or interpretation of invalidity, insufficiency, or nonexistence and the date by which all of the foregoing conditions shall have been satisfied, DuPage County hereby acknowledges and agrees that DuPage County shall continue to pay to the Commission all amounts due under the DuPage County Contract during such period as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission; provided, however, that, with respect to DuPage County's obligation to pay its share of Underconsumption Costs pursuant to Subsection 7F of the Contract, such share of Underconsumption Costs shall be paid on the basis of the actual amount of Lake Water delivered to the DuPage County Unit System for the Hobson Valley (Greene Road) Service Area from the Commission during such period.

SECTION FIVE: LEGAL RELATIONSHIPS AND REQUIREMENTS

A. This Agreement, and the Joint Facility provided by this Agreement, shall be deemed to supplement the DuPage County Contract to provide for (i) the construction and operation of the Joint Facility and (ii) the Commission's obligation to deliver and DuPage County's obligation to receive water for the Hobson Valley (Greene Road) Service Area; the location of and property rights for the Hobson Valley (Greene Road) Metering Station; the prices and terms of payment; DuPage County's release and indemnification of the Commission; and the schedule for completion of various facilities, in the event the Easement Agreement is ever terminated or DuPage County's or the Commission's legal interest in or legal authority concerning the use of the Hobson Valley (Greene Road) Metering Station Site for the Hobson Valley (Greene Road) Metering Station in the manner

provided in the Easement Agreement or the use of the Easement Premises for the Hobson Valley (Greene Road) Pressure Adjusting Station or the Joint Facility is, for any reason, terminated or deemed or interpreted to be invalid, insufficient, or nonexistent and the Hobson Valley (Greene Road) Metering Station, the Hobson Valley (Greene Road) Pressure Adjusting Station, or the Joint Facility is removed, with or without relocation or replacement. Except where expressly provided in this Agreement, nothing in this Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of the DuPage County Contract, and, if there is any conflict or inconsistency between the terms of this Agreement and the terms of the DuPage County Contract, then the terms of the DuPage County Contract shall control. DuPage County shall at all times comply with all terms and conditions of the DuPage County Contract as supplemented by this Agreement, including without limitation the making of all payments due thereunder and hereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Agreement, or DuPage County's inability to receive water through the Hobson Valley (Greene Road) Metering Station or the Joint Facility provided by this Agreement, excuse, delay, or in any other way affect DuPage County's performances under the DuPage County Contract, including without limitation the making of all such payments.

For purposes of the DuPage County Contract, the "Commission Connection Facilities" shall include the Hobson Valley (Greene Road) Metering Station provided for under this Agreement and any additional facilities to be constructed and installed by the Commission pursuant to this Section Four of this Agreement.

For purposes of the DuPage County Contract, the "DuPage County Unit System Connection Facilities" shall include the Hobson Valley (Greene Road) Pressure Adjusting

Station provided for under this Agreement and any additional facilities to be constructed and installed by DuPage County pursuant to Section Four of this Agreement.

For purposes of the DuPage County Contract, the "Connection Facilities Cost" shall include the full actual cost incurred by the Commission in connection with the negotiation, preparation, consideration, and review of this Agreement, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith.

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

B. DuPage County hereby releases the Commission from, agrees that the Commission shall not be liable for, and agrees to indemnify and hold the Commission harmless from: (a) any damages occasioned by or in any way related to or resulting from any failure to supply Lake Water or any limitation on, or delay in, or interruption of, the Lake Water supply; (b) any damage to the DuPage County Unit System caused by the design of the Joint Facility or the operation or maintenance of the Hobson Valley (Greene Road) Pressure Adjusting Station or the common areas of the Joint Facility or the removal, relocation, or replacement of the Hobson Valley (Greene Road) Metering Station or the construction, installation, removal, relocation, or replacement of any other Connection Facility required as a result of the removal, relocation, or replacement of the Hobson Valley (Greene Road) Metering Station; and (c) any claims, litigation, and liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by,

connected with, or in any way attributable to, the construction and installation of the Joint Facility or the maintenance of the DuPage County Unit System, the Hobson Valley (Greene Road) Pressure Adjusting Station, or the common areas of the Joint Facility, or the removal, relocation, or replacement of the Hobson Valley (Greene Road) Metering Station or the construction, installation, removal, relocation, or replacement of any other Connection Facility required as a result of the removal, relocation, or replacement of the Hobson Valley (Greene Road) Metering Station, or to any exercise by DuPage County of any right or duty herein granted or any failure by DuPage County to exercise any such right or duty or to comply with any of the terms and conditions of this Agreement. DuPage County shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Commission in defending itself with regard to any and all of the matters mentioned in this Section 5B.

C. The Commission and DuPage County agree to meet and cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth herein. The Commission and DuPage County agree and acknowledge that further details regarding the construction and operation of the Joint Facility may be subject to a future agreement.

D. Either the Commission or DuPage County may terminate this Agreement upon 30 days advance written notice to the other in the following situations:

1. In the event the property for the Joint Facility Site is not ***[dedicated/leased]*** to DuPage County, or an alternative location is not obtained, as provided in Subsection 3B of this Agreement, on or before _____, 200__.
2. In the event DuPage County shall not have approved the final design of the Hobson Valley (Greene Road) Pressure Adjusting Station and the common areas of the Joint Facility on or before _____, 200__.
3. In the event the Commission and DuPage County are unable to agree

on the award by the Commission of a contract(s) for the construction of the Joint Facility on or before _____, 200_.

4. In the event DuPage County shall have failed or refused to increase the Cash Deposit as and when required by Subsection 3G of this Agreement.
5. In the event DuPage County shall have failed or refused to meet fully any of its obligations under this Agreement or the DuPage County Contract.

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

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

F. In case any one or more of the provisions contained in this Agreement should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby; provided, however, that if the remaining parts hereof may not reasonably be construed together without the part or parts

so held invalid or unenforceable, the Commission and DuPage County agree to negotiate such reasonable amendments hereto as shall be required to most nearly conform this Agreement, as thereby amended, to the original intention of the Commission and DuPage County.

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

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

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: Robert L. Martin
General Manager

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

County of DuPage
Public Works Department
421 North County Farm Road
Wheaton, Illinois 60187
Attention: Superintendent

And

State's Attorney's Office
503 North County Farm Road
Wheaton, Illinois 60187
Attention: Anthony Hayman

H. This Agreement shall be construed exclusively under the applicable laws, but not the conflicts of laws rules, of the State of Illinois.

I. This Contract shall not be modified or amended in any way except in writing approved by both parties hereto. No such modification or amendment shall materially impair or adversely affect the ability or obligation of DuPage County to make payments to the Commission to meet the Commission's obligations under the Chicago Contract, the Charter Customer Contract, and the Bond Ordinances.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

COUNTY OF DuPAGE

Date: _____

By: _____
Chairman

(SEAL)

ATTEST:

By: _____
Clerk

DuPAGE WATER COMMISSION

Date: _____

By: _____
Chairman

(SEAL)

ATTEST:

By: _____
Clerk

DuPAGE COUNTY PUBLIC WORKS

By: _____
Superintendent

EXHIBIT A

WATER DELIVERY DATA DuPAGE WATER COMMISSION

[TO BE SUPPLIED BY DuPAGE COUNTY]

EXHIBIT B

FORM OF METERING STATION EASEMENT AGREEMENT

DUPAGE WATER COMMISSION
METERING STATION
EASEMENT AGREEMENT
(DuPage County Hobson Valley (Greene Road) MS-9B)

PERMANENT REAL ESTATE TAX INDEX NO. ____-____-____-____

Prepared by and Mail to:

Maureen A. Crowley
Staff Attorney
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126

METERING STATION
EASEMENT AGREEMENT
(DuPage County Hobson Valley (Greene Road) MS-9B)

THIS EASEMENT AGREEMENT, made and entered into as of this ____ day of _____, 200_, 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 *[DuPAGE COUNTY, a unit of local government created and existing under the laws of the State of Illinois and a customer of the Commission (the "Customer")]* *[OWNER (the "Owner")]*,

WITNESSETH:

WHEREAS, the Commission and *[the Customer]* *[DuPage County, a unit of local government created and existing under the laws of the State of Illinois and a customer of the Commission (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 Concerning the Construction and Operation of a Joint Facility for the Hobson Valley (Greene Road) Service Area, dated as of _____, 2009 (the "Joint Facility Agreement"); and

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

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

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

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

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

WHEREAS, the Easement Premises are located in unimproved public right-of-way and the *[Customer][Owner]* is the owner of the Easement Premises *[and will only grant a term and terminable easement for the Metering Station Easement Premises]*; and

WHEREAS, the *[Commission and the Customer desire to] [Customer desires that the Commission]* enter into this Easement Agreement *[with the Owner]* 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-__-0__, being "An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the DuPage County Hobson Valley (Greene Road) Metering Station MS-9B Site and Authorizing the Execution of the DuPage County Hobson Valley (Greene Road) Metering

Station Easement Agreement,” pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.; and

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

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

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

Premises”).] [This Easement Agreement, and the easement rights hereby granted, shall continue in full force and effect until [DATE—at a minimum 2/24/24], subject to earlier termination as provided in Paragraph [11] hereof.]

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

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

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

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

[7. The [Customer/Owner] 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/Owner] 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/Owner]* 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.

[8]. The *[Customer/Owner]* 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/Owner]*, or its agents or employees, in performing any work on the Metering Station Easement Premises~~, the Access Easement Premises, and the Subject Property~~ in conjunction with its rights pursuant to Paragraph 7 hereof, and~~, except as otherwise provided in the Joint Facility Agreement,~~ the Commission agrees to indemnify and defend the *[Customer/Owner]* 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~~, the Access Easement Premises, and the Subject Property~~ in conjunction with its rights pursuant to Paragraphs 2, ~~[4, 5, and 6]~~ hereof. The *[Customer/Owner]* shall provide to the Commission, and the Commission shall provide to the *[Customer/Owner]*, 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.

[9]. *[Customer/Owner]* represents and warrants that it shall take all necessary action so that the easement~~s~~ contemplated by this Easement Agreement shall be released from all liens, including but not limited to the lien of all mortgages, mechanics' lien claims, security agreements, and assignments of rents and leases, and shall execute all

such documents as may be reasonably necessary to perfect the Commission's right, title and interest therein.

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

[11]. *[Upon the expiration of the term of this Easement Agreement as provided in Paragraph 2 hereof without renewal, or in] [In]* the event that DuPage County Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days execute and deliver to the **[Customer/Owner]** an appropriate document evidencing the termination of this Easement Agreement and releasing the easement rights hereby granted. The Commission **[may] [shall]**, within said 90 day period, **[in its own discretion,]** and at the Customer's expense, remove the Metering Station from the Metering Station Easement Premises. If the Commission fails to remove the Metering Station, as aforesaid, the **[Customer/Owner]** may take title to the Metering Station.

In the event **[that certain Lease Agreement dated as of [DATE] (the "Lease"), by and between the Owner and the Customer is ever terminated, whether by the natural expiration of its term without renewal or extension or otherwise, or]** the Easement

Agreement is ever terminated or the Customer's or the Commission's legal interest in or legal authority concerning the use of the Easement Premises for the Metering Station in the manner provided in the Easement Agreement is, for any reason, terminated or deemed or interpreted to be invalid, insufficient or nonexistent, the Commission shall remove the Metering Station from the Easement Premises at the Customer's sole cost and expense. *[In addition, the Commission shall execute and deliver to the [Customer/Owner] an appropriate document evidencing the termination of this Easement Agreement and releasing the easement rights hereby granted no later than the earlier of (a) [Number] months following the Commission's receipt of notice of the Owner's written notice that the Owner is exercising its right under the Lease to terminate the Lease for default by the Customer or (b) the Commission's placement into service of a replacement Metering Station to service the Customer's Hobson Valley (Greene Road) Service Area. The Commission shall no later than the earlier of (a) [Number] months following the Commission's receipt of notice of the Owner's written notice that the Owner is exercising its right under the Lease to terminate the Lease for default by the Customer or (b) the Commission's placement into service of a replacement Metering Station to service the Customer's Hobson Valley (Greene Road) Service Area, at no expense to Owner, and at the Customer's expense, remove the Metering Station from the Metering Station Easement Premises.]*

[12]. 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] [OWNER]

ATTEST:

By: _____
[TITLE]

EXHIBIT 1

LEGAL DESCRIPTION OF THE METERING STATION EASEMENT PREMISES

[MORE ACCURATE/SPECIFIC LEGAL DESCRIPTION
TO BE PROVIDED BY DuPAGE COUNTY]

THAT PART OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT APPROXIMATELY 775 FEET EAST OF THE CENTERLINE OF PALOMINO DRIVE IN UNINCORPORATED LISLE TOWNSHIP; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF 75TH STREET, EAST FOR APPROXIMATELY 100 FEET; THENCE SOUTHERLY 90 DEGREES 00 MINUTES 00 SECONDS FOR APPROXIMATELY 60 FEET; THENCE WESTERLY 90 DEGREES 00 MINUTES 00 SECONDS FOR APPROXIMATELY 100 FEET; THENCE NORTHERLY 90 DEGREES 00 MINUTES 00 SECONDS FOR APPROXIMATELY 60 FEET TO THE POINT OF BEGINNING.

PERMANENT REAL ESTATE TAX INDEX NO. 07-27-~~XXX-XXX~~

EXHIBIT 2

PLANS FOR THE LOCATION OF THE METERING STATION

[TO BE SUPPLIED BY THE COMMISSION]

EXHIBIT 3

LEGAL DESCRIPTION OF THE ACCESS EASEMENT PREMISES

[TO BE SUPPLIED BY DUPAGE COUNTY--IF NECESSARY]

EXHIBIT 4

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

[TO BE SUPPLIED BY DUPAGE COUNTY--IF NECESSARY]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

Given under my hand and official seal this _____ day of _____, 200_.

Notary Public
My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ [of _____, and _____ of said _____], personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument [as such _____ and _____, respectively,] appeared before me this day in person and acknowledged that (he) (she) (they) signed and delivered said instrument as (his) (her) (their) free and voluntary act [, and as the free and voluntary act of said _____,] for the uses and purposes therein set forth.

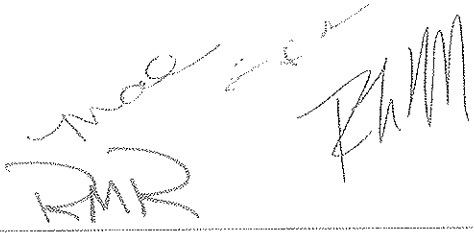
Given under my hand and official seal this _____ day of _____, 200_.

Notary Public

My Commission Expires:

DATE: March 6, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the March 12, 2009, DuPage Water Commission Meeting Resolution No. R-10-09	APPROVAL	
Account Number: 01-60-6631			
<p>The Commission entered into certain agreements dated June 30, 2008, with Martam Construction Incorporated and Rossi Contractors, Inc. for quick response construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-10-09 would approve the following Work Authorization Orders under the Quick Response Contracts:</p> <p>Work Authorization Order No. 009 to Martam Construction Incorporated: This work was initiated prior to Board approval and was necessary in order to locate and repair the source of a leak on the 12" ductile iron feeder main to Meter Station 5E located on Park Boulevard in the City of Glen Ellyn. The cost of this work is not known but is estimated to be \$11,500.00.</p>			
MOTION: To approve Resolution No. R-10-09.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-10-09

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-8/08 AT THE
MARCH 12, 2009, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2008, with Martam Construction Incorporated 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-8/08"); and

WHEREAS, Contract QR-8/08 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;

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-10-09

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 _____, 2009.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

CONTRACT QR-8/08: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-8.009

LOCATION:

Park Boulevard, approximately 500 ft south of Butterfield Road in the City of Glen Ellyn

CONTRACTOR:

Martam Construction Incorporated.

DESCRIPTION OF WORK:

Excavate and expose the source of a leak on existing 12" ductile iron water main, repair/replace the pipe as needed by using an approved repair sleeve, replacement pipe, and/or by the installation of stainless steel repair clamp(s), apply a corrosive resistant protective coating to the exterior of the main, install sacrificial anodes and CP test stations as required, backfill and compact the excavation with new granular material(s), restore the area to existing conditions, and all other incidental work as may be required or as directed by the Commission.

REASON FOR WORK:

To locate and repair a leak in the Commission's 12" ductile iron 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

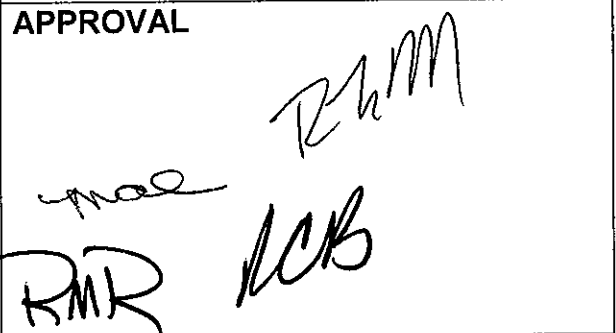
DATE: 2/25/09

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: 
Signature of Authorized
Representative

DATE: 2-16-09

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT Facilities Construction
ITEM A Resolution Approving and Authorizing the Execution of a Seventh Amendment to the Contract for Evaluation, Design, and Bidding of Electrical Generation Supply Facilities at the DuPage Pump Station Resolution No. R-11-09	APPROVAL 
<p>Account Numbers: 01-60-7213.02 (\$207,675.50) 01-60-8201.02 (\$23,788.50)</p> <p>Resolution No. R-40-08 would approve a Seventh Amendment to the existing agreement with Camp Dresser McKee (CDM) to change the title of original agreement and to increase, by \$231,464.00, the not to exceed cost limitations on the cost of certain design, bidding, and construction services for the electrical generation, vehicle storage, and additional office facilities.</p> <p>During the design phase of the electrical generation facilities, CDM expended an additional 750 man-hours, which were not originally anticipated, for the design coordination between the Commission's corrosion engineer, the Commission's fire insurance underwriter, and Commonwealth Edison, as well as for space design changes necessitated to incorporate process instrumentation requirements and storage needs for the engine generator facility and office expansion.</p> <p>Also, during the bid evaluations for the award of the Contract for the Supply of Engine Generators and the award of the construction contract for the DuPage Pumping Station Electrical Generation Facilities (Contract PSD-7/08), CDM expended an additional 500 man-hours to develop and deliver requests for additional information to the lowest bidders and review the response documentation submitted by the lowest bidders to evaluate their qualifications to perform the work. In addition, CDM prepared agendas and led interviews with bidders in an additional effort to evaluate their project understanding.</p> <p>Similarly, CDM expended an additional 150 man-hours to administer, review, and respond to the contractor for the Supply of Engine Generators regarding contract submittals. Approximately \$5,000.00 of this expense is reimbursable by the Supply Contractor and approximately 25% of the remainder of this additional expense is reimbursable by the City of Chicago.</p>	

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>A Resolution Approving and Authorizing the Execution of a Seventh Amendment to the Contract for Evaluation, Design, and Bidding of Electrical Generation Supply Facilities at the DuPage Pump Station</p> <p>Resolution No. R-11-09</p>	APPROVAL	
<p>Further, Staff is requesting that CDM prepare change order documentation to add a water recirculation system to be employed in the meter testing facility, the construction of which would be added by negotiated change order to the Contract PSD-7/08 construction contract and brought forth to the Commission for consideration at a later date. Staff is making this recommendation in an effort to conserve water and to take advantage of the construction work adjacent to the meter testing facility. Currently, the Commission operates a meter testing facility and performs annual testing of the water meters which account for the water sold to its customers. The facility takes water from the discharge of the pumping station for this purpose and, when the testing process is completed, the water is discharged as waste into the local storm sewer.</p>			
<p>MOTION: To approve Resolution No. R-11-09.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-11-09

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A SEVENTH AMENDMENT TO THE CONTRACT FOR EVALUATION,
DESIGN, AND BIDDING OF ELECTRICAL GENERATION
SUPPLY FACILITIES AT THE DUPAGE PUMP STATION

WHEREAS, the DuPage Water Commission (the "Commission") and Camp Dresser & McKee Inc. ("Consultant") previously entered into a certain "Contract for Evaluation of Electrical Generation Supply Alternatives at the DuPage Pump Station," dated as of the 10th day November, 2003, and approved pursuant to Resolution No. R-37-03, adopted on September 11, 2003 (the "Original Contract"); and

WHEREAS, the Commission and Consultant entered into a First Amendment to the Original Contract dated as of May 13, 2004, and approved pursuant to Resolution No. R-28-04, adopted on May 13, 2004, to change the title of the Original Contract and to include design and bidding services for new electrical generation facilities and a new vehicle storage building, including additional offices, at the DuPage Pump Station (the "First Amendment"); and

WHEREAS, the Commission and Consultant entered into a Second Amendment to the Original Contract dated as of November 11, 2004, and approved pursuant to Resolution No. R-70-04, adopted on November 11, 2004, to include a power generation benchmarking evaluation and assistance with a power reliability assessment (the "Second Amendment"); and

WHEREAS, the Commission and Consultant entered into a Third Amendment to the Original Contract dated as of January 12, 2007, and approved pursuant to Resolution No. R-9-07, adopted on January 11, 2007, to (1) subdivide the Project into

Resolution No. R-11-09

three separate and distinct sub-projects, (2) continue to completion the design and bidding phase of Services for the electrical generation, vehicle storage, and additional office facilities, including various recommendations from the Value Engineering Study of August/September 2006 by Fanning and Company LLC, and (3) add design, bidding, and submittal review services for the Joint Procurement of Engine-Generators for both the DuPage and Lexington Pump Stations as recommended in the Value Engineering Study (the "Third Amendment"); and

WHEREAS, the Commission and Consultant entered into a Fourth Amendment to the Original Contract dated as of July 12, 2007, and approved pursuant to Resolution No. R-48-07, adopted on July 12, 2007, to add (1) a new security wall north of the proposed electrical generation, vehicle storage, and additional office facilities currently under design, (2) an evaluation of current and future space needs at the existing DuPage Pump Station, (3) an assessment of the site security for the existing DuPage Pump Station facilities and the proposed electrical generation, vehicle storage, and additional office facilities currently under design, and (4) the incorporation of LEED (Leadership in Energy and Environmental Design) principles into the design and construction documents for the electrical generation, vehicle storage, and additional office facilities currently under design (the "Fourth Amendment"); and

WHEREAS, the Commission and Consultant entered into a Fifth Amendment to the Original Contract dated as of December 17, 2007, and approved pursuant to Resolution No. R-73-07, adopted on December 13, 2007, to add (1) perimeter and intermediate site security features and (2) visitor and employee parking areas into the

Resolution No. R-11-09

design and construction documents for the electrical generation, vehicle storage, and additional office facilities currently under design (the "Fifth Amendment"); and

WHEREAS, the Commission and Consultant entered into a Sixth Amendment to the Original Contract dated as of August 14, 2008 (the "Sixth Amendment"), and approved pursuant to Resolution No. R-40-08, to add construction services for the electrical generation, vehicle storage, and additional office facilities currently under design (the Original Contract as amended by the First, Second, Third, Fourth, Fifth, and Sixth Amendments hereinafter collectively referred to as the "Contract"); and

WHEREAS, the Commission and Consultant desire to further amend the Contract to change the title of the Original Contract and to increase the not to exceed cost limitations on the cost of certain design, bidding, and construction services for the electrical generation, vehicle storage, and additional office facilities, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and Consultant, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Contract with Consultant was signed, the changes are germane to the Contract as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law;

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

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

SECTION TWO: A Seventh Amendment to the Contract, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved.

SECTION THREE: The General Manager shall be and hereby is authorized and directed to execute the Seventh Amendment to the Contract in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Seventh Amendment shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Seventh Amendment executed by Camp Dresser & McKee Inc.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2009.

Chairman

ATTEST:

Clerk

EXHIBIT 1

SEVENTH AMENDMENT
TO
CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
CAMP DRESSER & MCKEE INC.
FOR
EVALUATION, DESIGN, AND BIDDING OF ELECTRICAL GENERATION
SUPPLY FACILITIES AT THE DUPAGE PUMP STATION

THIS SEVENTH AMENDMENT TO CONTRACT FOR EVALUATION, DESIGN, AND BIDDING OF ELECTRICAL GENERATION SUPPLY FACILITIES AT THE DUPAGE PUMP STATION ("Seventh Amendment"), made and entered into as of this ___ day of March, 2009, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Camp Dresser & McKee Inc., 125 South Wacker Drive, Suite 600, Chicago, Illinois 60606, a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("Consultant"),

W I T N E S S E I H:

WHEREAS, Owner and Consultant previously entered into a certain "Contract for Evaluation of Electrical Generation Supply Alternatives at the DuPage Pump Station," dated as of the 10th day November, 2003, and approved pursuant to Resolution No. R-37-03, adopted on September 11, 2003 (the "Original Contract"); and

WHEREAS, Owner and Consultant entered into a First Amendment to the Original Contract dated as of May 13, 2004, and approved pursuant to Resolution No. R-28-04, adopted on May 13, 2004, to change the title of the Original Contract and to

include design and bidding services for new electrical generation facilities and a new vehicle storage building, including additional offices, at the DuPage Pump Station (the "First Amendment"); and

WHEREAS, Owner and Consultant entered into a Second Amendment to the Original Contract dated as of November 11, 2004, and approved pursuant to Resolution No. R-70-04, adopted on November 11, 2004, to include a power generation benchmarking evaluation and assistance with a power reliability assessment (the "Second Amendment"); and

WHEREAS, Owner and Consultant entered into a Third Amendment to the Original Contract dated as of January 12, 2007, and approved pursuant to Resolution No. R-9-07, adopted on January 11, 2007, to (1) subdivide the Project into three separate and distinct sub-projects, (2) continue to completion the design and bidding phase of Services for the electrical generation, vehicle storage, and additional office facilities, including various recommendations from the Value Engineering Study of August/September 2006 by Fanning and Company LLC, and (3) add design, bidding, and submittal review services for the Joint Procurement of Engine-Generators for both the DuPage and Lexington Pump Stations as recommended in the Value Engineering Study (the "Third Amendment"); and

WHEREAS, the Commission and Consultant entered into a Fourth Amendment to the Original Contract dated as of July 12, 2007, and approved pursuant to Resolution No. R-48-07, adopted on July 12, 2007, to add (1) a new security wall north of the proposed electrical generation, vehicle storage, and additional office facilities currently under design, (2) an evaluation of current and future space needs at the existing DuPage Pump Station, (3) an assessment of the site security for the existing DuPage Pump

Station facilities and the proposed electrical generation, vehicle storage, and additional office facilities currently under design, and (4) the incorporation of LEED (Leadership in Energy and Environmental Design) principles into the design and construction documents for the electrical generation, vehicle storage, and additional office facilities currently under design (the "Fourth Amendment"); and

WHEREAS, the Commission and Consultant entered into a Fifth Amendment to the Original Contract dated as of December 17, 2007, and approved pursuant to Resolution No. R-73-07, adopted on December 13, 2007, to add (1) perimeter and intermediate site security features and (2) visitor and employee parking areas into the design and construction documents for the electrical generation, vehicle storage, and additional office facilities currently under design (the "Fifth Amendment"); and

WHEREAS, the Commission and Consultant entered into a Sixth Amendment to the Original Contract dated as of August 14, 2008 (the "Sixth Amendment"), and approved pursuant to Resolution No. R-40-08, to add construction services for the electrical generation, vehicle storage, and additional office facilities currently under design (the Original Contract as amended by the First, Second, Third, Fourth, Fifth, and Sixth Amendments hereinafter collectively referred to as the "Contract"); and

WHEREAS, the Commission and Consultant desire to further amend the Contract to change the title of the Original Contract and to increase the not to exceed cost limitations on the cost of certain design, bidding, and construction services;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Consultant hereby agree as follows:

SECTION ONE: Amendment to Title of Contract. The title of the Contract shall be, and it hereby is, amended in its entirety so that the title of the Contract shall hereafter be "Contract for Engineering Services Related to the Evaluation, Design, Bidding, and Construction of Electrical Generation Supply and Other Facilities at the DuPage Pump Station."

SECTION TWO: Amendment to Section 6 of Attachment A. Section 6, entitled "Contract Price," of Attachment A, entitled "Supplemental Schedule of Contract Terms," to the Contract shall be, and it hereby is, amended in its entirety so that said Section 6 shall hereafter be and read as follows:

“6. **Contract Price:**

For providing, performing, and completing the Study and Report Phase Services described in paragraphs 1(a) though and including 1(r) of Attachment B to the Contract, the lump sum amount of \$92,600.00.

For providing, performing, and completing the Study and Report phase of Services except those described in paragraphs 1(a) though and including 1(r) of Attachment B to the Contract, the Design phase of Services, the Bidding phase of Services, the Ancillary Services phase of Services, and the Construction phase of Services an amount equal to Consultant's Direct Labor Costs times 3.1, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in the following phases of Services, the following not to exceed amount set forth opposite each such phases except as adjusted by Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
<i>For Division A (Joint Procurement of Engine-Generator Sets):</i>	
Design and Bidding	\$67,187.00
Construction Services (50% chargeable to Contract PSC-4/08)	\$79,040.00

<u>Phase</u>	<u>Not to Exceed</u>
<i>For Division B (Electrical Generation, Office, and Vehicle Storage Facilities):</i>	
Space Needs and Security Assessments	\$112,878.00 ¹
Design-Electrical Generation Facilities	\$1,114,459.00 ²
Design-Office and Vehicle Storage Bidding	\$163,866.00 ³
LEED Design and Construction Principles	\$95,974.00
Design Visitor & Employee Parking Facilities with Additional Site Security Features	\$139,402.00 ⁴
Construction Services	\$259,729.00
	\$1,925,648.00

For Division C (Ancillary Services):

Ancillary Services	\$69,490.00"
--------------------	--------------

SECTION THREE: Amendment to Section 1 of Attachment D. Section 1, entitled "Key Project Personnel," of Attachment D, entitled "Special Project Requirements," to the Contract shall be, and it hereby is, amended in its entirety so that said Section 1 shall hereafter be and read as follows:

"1. Key Project Personnel:

Name:	Telephone:
Elizabeth G. Fujikawa	312-346-5000

¹Design services for any improvements recommended in the Space Needs and Security Assessments are not included.

² Assumes four borings up to 50 feet in depth. Excludes design services for any improvements recommended in the Space Needs and Security Assessments.

³ Assumes four borings up to 15 feet in depth and sufficient existing stormwater detention at the site for the additional impervious area of the new vehicle storage building. Excludes design services for any improvements recommended in the Space Needs and Security Assessments.

⁴The USGBC fees for registration and LEED credit review are included.

Len Rago	312-346-5000
Robert Reid	312-346-5000
Dave Tucker	312-346-5000
Lee Lohman	312-346-5000
Wendell Yang	312-346-5000"

SECTION FOUR: Contract in Full Force and Effect. In all other respects, the Contract shall remain in full force and effect, and the Contract shall be binding on both parties as hereinabove amended.

IN WITNESS WHEREOF, Owner has caused this Seventh Amendment to be signed on its behalf by its General Manager, and Consultant has caused this Seventh Amendment to be signed on its behalf by Elizabeth G. Fujikawa, Vice President and a duly authorized officer, as of the day and year first written above.

DUPAGE WATER COMMISSION

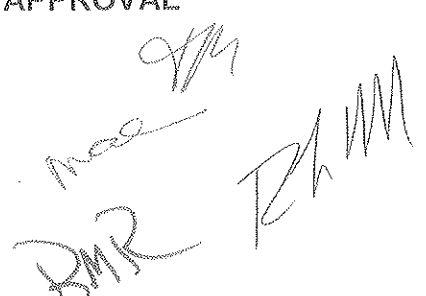
By: _____
Robert L. Martin
General Manager

CAMP DRESSER & McKEE INC.

By: _____
Elizabeth G. Fujikawa
Vice President

DATE: March 6, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Patrick Engineering, Inc. at the March 12, 2009, DuPage Water Commission Meeting Resolution No. R-12-09	APPROVAL	
Account No.: 01-60-6280			
<p>The Commission entered into a master contract with Patrick Engineering, Inc. (Patrick) dated December 10, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-12-09 would approve the following Task Orders to the Master Contract:</p>			
Task Order No. 10: Record Drawing Drafting Standards and Conversion/GIS Integration Pilot Project			
<p>The Commission's existing record drawings for the Administration Building / Pump Station were created by hand during the original construction. Over the last nineteen years many renovations have taken place which required modifications and in some cases complete replacement of these record drawings. The Commission has amassed a wide array of different drawings related to these projects. In an effort to consolidate and modernize these drawings the Commission would like to have a single set of drawings showing the current state of the Elmhurst facility and establish a standard that can be used by consultants who provide engineering services to the Commission. Having a current set of drawings and standards will allow consistent documents to be prepared in electronic format that can be updated and accessed by various electronic media formats.</p>			
<p>The Commission's goal is to update and convert all existing record drawings into an electronic format that will provide accurate information on the current state of the Elmhurst facility. This Task Order would develop a pilot project to determine the level of effort and resources required to complete this task.</p>			
<p>The cost of Task Order No. 10 is NTE \$18,000.00.</p>			
MOTION: To approve Resolution No. R-12-09.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-12-09

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH PATRICK ENGINEERING, INC. AT THE
MARCH 12, 2009, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Patrick Engineering, Inc. (the "Consultant") dated December 10, 2004, to provide, from time to time, professional engineering services in connection with the Commission's Automated Mapping and Facilities Management (AM/FM) and Geographical Informational System (GIS) and other projects of the Commission (the "Master Contract"); and

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2009.

Chairman

ATTEST:

Clerk

EXHIBIT 1

TASK ORDER NO. 10

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner" or "DWC") and Patrick Engineering, Inc. ("Consultant" or "Patrick Engineering") for Professional Engineering Services dated December 10, 2004 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Record Drawing Drafting Standards and Conversion/GIS Integration Pilot Project

2. **Services of Consultant:**

Patrick Engineering will provide the following services and deliverables:

Drafting / Drawing Standards

1. Meet with the DWC and obtain sample drawings and electronic documents from previously designed and constructed projects.
2. Prepare a draft document detailing drawing standards, including sheet types, drawing orientations, drawing pen table, fonts, symbols, and plotting format, etc.
3. Identify an established electronic file and layering system in an agreed-upon version (i.e. AutoCAD 2007), and establish a format suitable for access from a GIS.
4. Identify an appropriate standard sheet size and border, and establish a default project cover sheet format.

Pilot Drawing Project

1. Conduct a pilot project kickoff meeting with all involved parties from the DWC and the Patrick Engineering Project Team to identify and verify project goals and parameters. Select drawings that will be used for the Pilot Project (assume 7 – 10 drawings of varied content).
2. Perform a facility site visit to conduct existing conditions observations, field measurements and equipment type verification.
3. Prepare drawings that will serve as the current documentation for the specific building component. The drawings will include reference to other drawings as appropriate.
4. Complete the documentation set based on comment from the DWC.
5. Establish a budget and schedule to complete the electronic documentation of the facility components.

6. All work to be performed domestically with no portion of it to be shipped overseas.

GIS

1. Meet with the DWC to identify tracking needs and data format requirements. This meeting could be held in coordination with the drafting/drawing standard meeting.
2. Identification of an appropriate format that can be recognized and converted to GIS use.
3. Incorporate GIS into the Pilot Drawing Project, allow the DWC to track drawing features in GIS.

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

None

4. **Commencement Date:**

March 13, 2009

5. **Completion Date:**

June 30, 2009, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Jeffery R. Havel and others as assigned.

8. **Contract Price:**

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

Notwithstanding the foregoing, the total Contract Price shall not exceed \$18,000.00, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. Payments:

For purposes of payments to Consultant, the value of the Services under this Task Order shall be determined as follows:

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

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

10. Modifications to Contract:

None

11. Attachments:

None

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

The Effective Date of this Task Order is March 13, 2009.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Terry McGhee
Title: Manager of Water Operations
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: mcghee@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

PATRICK ENGINEERING, INC.

By: _____
Name: _____
Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jeffery Schuh
Title: Senior Vice President
Address: 4970 Varsity Drive, Lisle, Illinois 60532-4101
E-mail Address: jschuh@patrickengineering.com
Phone: (630) 795-7200
Fax: (630) 724-9279

ATTACHMENT A-1

CONSULTANT BILLING RATES



PERSONNEL CATEGORY	CHARGES
Staff Engineer 1 or Architectural Intern 1 / Technical Specialist 1	\$85.00/hr.
Staff Engineer 2 or Staff Architectural Intern 2 / Technical Specialist 2.....	95.00/hr.
Staff Engineer 3 or Staff Architect 3 / Technical Specialist 3	105.00/hr.
Project Engineer 1 or Project Architect 1 / Technical Specialist 4	110.00/hr.
Project Engineer 2 or Project Architect 2 / Technical Specialist 5	125.00/hr.
Project Engineer 3 or Project Architect 3 / Technical Specialist 6	135.00/hr.
Project Engineer 4 or Project Architect 4 / Technical Specialist 7	145.00/hr.
Senior Engineer or Senior Architect / Senior Technical Consultant.....	165.00/hr.
Staff Geologist 1	79.00/hr.
Staff Geologist 2	95.00/hr.
Project Geologist	115.00/hr.
Senior Geologist	140.00/hr.
Staff Surveyor 1	68.00/hr.
Staff Surveyor 2	83.00/hr.
Project Surveyor 1.....	99.00/hr.
Project Surveyor 2.....	115.00/hr.
Survey Manager.....	135.00/hr.
Survey Director	155.00/hr.
Archaeologist.....	62.00/hr.
Senior Archaeologist.....	88.00/hr.
Project Manager.....	130.00/hr.
Senior Project Manager	145.00/hr.
Senior Project Director.....	165.00/hr.
Principal.....	205.00/hr.

TECHNICAL SUPPORT & SERVICES

Drafter / CAD 1	\$54.00/hr.
Drafter / CAD 2	64.00/hr.
Drafter / CAD 3.....	70.00/hr.
CAD Designer	78.00/hr.
CAD Supervisor	88.00/hr.
Technician 1	55.00/hr.
Technician 2	65.00/hr.
Technician 3	79.00/hr.
Clerk	47.00/hr.
Secretary	58.00/hr.
Administrative Assistant.....	63.00/hr.

TRANSPORTATION AND SUBSISTENCE COSTS

Charge for Use of Vehicle.....	\$0.58 per mile
	\$60.00 per day minimum charge
Public Transportation and Subsistence.....	at cost + 10%
Per Diem or Living Expenses Established on a Per Project Basis	



REPRODUCTION COSTS

In-house Photocopies / Color Printing	8½ x 11 (b&w).....	\$0.10/each
	11 x 17 (b&w).....	\$0.25/each
	8½ x 11 (color).....	\$1.00/each
	11 x 17 (color).....	\$1.50/each
In-house Digital Plotting	Bond.....	\$0.30/sq.ft.
	Vellum.....	\$0.60/sq.ft.
	Mylar.....	\$1.00/sq.ft.
In-house Bluelines.....		\$0.30/sq.ft.
Outside Services (reproducibles, sepias, etc.).....		at cost + 10%

MISCELLANEOUS COSTS

Filing Fees, Photography, Materials, Analytical		
Laboratory Fees, Equipment Rentals, etc.		at cost + 10%
Outside Consultant Services.....		at cost + 10%
Lower Explosive Limit (LEL) Meter.....		\$125.00/day
Photoionization Detector.....		\$125.00/day
Nuclear Density Meter.....		\$50.00/day
Underground Pipeline and Utility Locator.....		\$75.00/day
Global Positioning System (GPS) Survey Grade.....		\$200.00/day
Robotic Total Station (1-man survey crew).....		\$30.00/hour
Outside Contractor Services.....		at cost + 10%
Special Equipment to be Negotiated on a Per Project Basis		

Notes:

1. Additional fees may apply for project-specific insurance or bonding.
2. A project-specific surcharge will be added to all work performed on waste sites, for environmental assessment of property, and for all work performed in Level C PPE or more stringent PPE.
3. A surcharge of 50% will be added for expert witness testimony and preparation for testimony.
4. These unit charges are valid through December 31, 2009.

GIS

PERSONNEL CATEGORY CHARGES

INFORMATION TECHNOLOGY PROFESSIONALS

Technician	\$70.00/hr.
Technical Specialist	100.00/hr.
Senior Technical Specialist	135.00/hr.
Computer Programmer/Specialist	165.00/hr.
Project Manager / Network Engineer	180.00/hr.
Senior Network Engineer / Principal.....	235.00/hr.

GEOGRAPHIC INFORMATION SYSTEMS PROFESSIONALS

GIS Programmer/Analyst I	\$70.00/hr.
GIS Programmer/Analyst II	90.00/hr.
GIS Programmer/Analyst III	120.00/hr.
GIS Programmer/Analyst IV	145.00/hr.
Senior GIS Programmer/Analyst/Specialist	165.00/hr.
GIS Manager.....	180.00/hr.
Principal.....	235.00/hr.

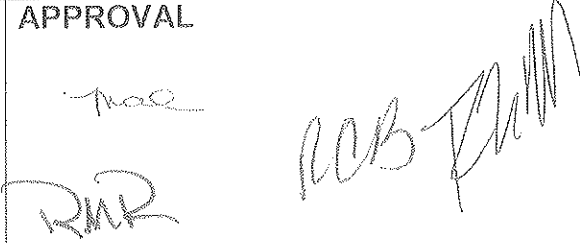
TECHNICAL & SUPPORT SERVICES

Drafter / CAD 1 / Technician 1.....	\$54.00/hr.
Drafter / CAD 2 / Technician 2.....	64.00/hr.
Drafter / CAD 3.....	70.00/hr.
CAD Designer / Technician 3	78.00/hr.
CAD Supervisor	88.00/hr.
Clerk	47.00/hr.
Secretary	58.00/hr.
Administrative Assistant.....	63.00/hr.

TRANSPORTATION AND SUBSISTENCE COSTS

Charge for Use of Vehicle	\$0.58 per mile
Public Transportation and Subsistence	\$60.00 per day minimum charge
Per Diem or Living Expenses Established on a Per Project Basis	at cost + 10%

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Approving a First Amendment to Task Order No. 24 Under the Master Contract with AECOM USA, Inc. Resolution No. R-13-09	APPROVAL 	
Account No.: 01-60-7710			
The Commission entered into a Master Contract with AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. (CTE), dated May 14, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission.			
Pursuant to Resolution No. R-67-08, the Commission approved Task Order No. 24 to the Master Contract for design and bidding services in connection with the improvements to the Commission's Waterworks System (feeder main and metering station) that are required to connect the portion of the DuPage County Unit System serving the Glen Ellyn Heights Service Area to the Commission's Waterworks System.			
In an effort to minimize duplicative costs for bidding and construction, the County has requested that the Commission design, bid, and construct the County connection facilities (pressure adjusting station) jointly with the Commission connection facilities. In accordance with past practice, staff has no objection to the request subject to the following:			
<ul style="list-style-type: none"> (i) Receipt of a separate cash deposit in the amount of \$438,750.00 (125% of the Commission's estimated costs of design, bidding, and construction of the County connection facilities for the Glen Ellyn Heights Service Area); and (ii) Receipt of the Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Glen Ellyn Heights Service Area, in substantially the form attached to Commission Ordinance No. O-2-09 and executed on behalf of the County. 			
In addition, because the Commission connection facilities and the County connection facilities for the portion of the DuPage County Unit System serving the Glen Ellyn Heights Service Area will be bid and constructed under a single Commission contract, written authorization to proceed with the bidding phase of services will not be given until the following additional conditions are satisfied:			

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Approving a First Amendment to Task Order No. 24 Under the Master Contract with AECOM USA, Inc. Resolution No. R-13-09	APPROVAL	
<ul style="list-style-type: none"> (i) Receipt of written authorization from the County to proceed with bidding; (i) Receipt of all contractually required property rights required for the installation of the Commission connection facilities for the Glen Ellyn Heights Service Area; and (ii) Compliance, in all other respects, with the requirements of the Subsequent Customer Contract. 			
<p>Resolution No. R-13-09 would conditionally approve a First Amendment to Task Order No. 24 (i) adding design and bidding services for the County's Glen Ellyn Heights pressure adjusting station to be constructed jointly with the Commission's Glen Ellyn Heights feeder main and metering station and (ii) increasing the not to exceed cost limitations on the cost of the work from \$25,500.00 to \$58,000.00 in the aggregate.</p>			
MOTION: To approve Resolution No. R-13-09.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-13-09

A RESOLUTION APPROVING
A FIRST AMENDMENT TO TASK ORDER NO. 24
UNDER THE MASTER CONTRACT WITH AECOM USA, INC.

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. (the "Consultant"), dated May 14, 2004, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

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

WHEREAS, pursuant to Resolution No. R-67-08, the Commission approved Task Order No. 24 to the Master Contract for design and bidding services in connection with the improvements to the Commission's Waterworks System that are required to connect the portion of the DuPage County Unit System serving the Glen Ellyn Heights Service Area to the Commission's Waterworks System; and

WHEREAS, the Commission and the Consultant desire to amend Task Order No. 24 to the Master Contract to add design and bidding services in connection with the improvements to the DuPage County Unit System that are required to connect the portion of the DuPage County Unit System serving the Glen Ellyn Heights Service Area

to the Commission's Waterworks System, which County connection facilities will be constructed jointly with the Commission connection facilities, and to increase the not-to-exceed cost limitations on the cost of the work accordingly, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Task Order was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the First Amendment to Task Order No. 24 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The First Amendment to Task Order No. 24 attached hereto as Exhibit 1 shall be and hereby is approved; provided, however, that the First Amendment to Task Order No. 24 attached hereto shall not be executed on behalf of the Commission unless and until (i) the Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Glen Ellyn Heights Service Area shall have been executed on behalf of the Commission pursuant to Commission Ordinance No. O-2-09 (the "Joint

Resolution No. R-13-09

Facility Agreement”) and (ii) receipt of the Cash Deposit required pursuant to Subsection 3G of the Joint Facility Agreement.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2009.

Chairman

ATTEST:

Clerk

EXHIBIT 1

**FIRST AMENDMENT TO
TASK ORDER NO. 24**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. ("Consultant"), for Professional Engineering Services dated May 14, 2004 (the "Contract"), Owner and Consultant agree to amend, effective as of March 13, 2009, Task Order No. 24 to the Contract for the Glen Ellyn Heights Connection Facilities project ("Task Order No. 24") as follows:

1. Project

Section 1, entitled "Project," of Task Order No. 24 shall be, and it hereby is, amended in its entirety so that said Section 1 shall hereafter be and read as follows:

"1. Project:

Design and bidding services in connection with the improvements to the Commission's Waterworks System and the improvements to the DuPage County Unit System that are required to connect the portion of the DuPage County Unit System serving the Glen Ellyn Heights Service Area to the Commission's Waterworks System, the costs of which to be separately identified and accounted for under this Task Order and under the bidding and contract documents for the project."

2. Contract Price

Section 8, entitled "Contract Price," of Task Order No. 24 shall be, and it hereby is, amended in its entirety so that said Section 8 shall hereafter be and read as follows:

"8. Contract Price:

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Commission Connection Facilities		
Preliminary Design	1.93	\$10,500.00
Final Design	1.93	\$12,000.00
Bidding	1.93	\$3,000.00
County Connection Facilities		
Preliminary Design	1.93	\$13,875.00
Final Design	1.93	\$15,625.00
Bidding	1.93	\$3,000.00"

In all other respects, Task Order No. 24 to the Contract shall remain in full force and effect and Task Order No. 24 to the Contract shall be binding on both parties as hereinafter amended.

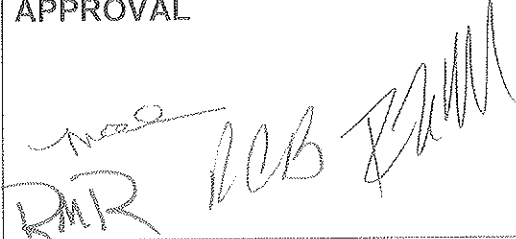
DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

AECOM USA, INC.

By: _____
Name: _____
Title: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>A Resolution Approving a First Amendment to Task Order No. 25 Under the Master Contract with AECOM USA, Inc.</p> <p>Resolution No. R-14-09</p>	<p>APPROVAL</p> 	
<p>Account No.: 01-60-7710</p>			
<p>The Commission entered into a Master Contract with AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. (CTE), dated May 14, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission.</p>			
<p>Pursuant to Resolution No. R-72-08, the Commission approved Task Order No. 25 to the Master Contract for design and bidding services in connection with the improvements to the Commission's Waterworks System (feeder main and metering station) that are required to connect the portion of the DuPage County Unit System serving the Hobson Valley (Greene Road) Service Area to the Commission's Waterworks System.</p>			
<p>In an effort to minimize duplicative costs for bidding and construction, the County has requested that the Commission design, bid, and construct the County connection facilities (pressure adjusting station) jointly with the Commission connection facilities. In accordance with past practice, staff has no objection to the request subject to the following:</p>			
<ul style="list-style-type: none"> (i) Receipt of a separate cash deposit in the amount of \$438,750.00 (125% of the Commission's estimated costs of design, bidding, and construction of the County connection facilities for the Hobson Valley (Greene Road) Service Area); and (ii) Receipt of the Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Hobson Valley (Greene Road) Service Area, in substantially the form attached to Commission Ordinance No. O-3-09 and executed on behalf of the County. 			

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>A Resolution Approving a First Amendment to Task Order No. 25 Under the Master Contract with AECOM USA, Inc.</p> <p>Resolution No. R-14-09</p>	APPROVAL	
<p>In addition, because the Commission connection facilities and the County connection facilities for the portion of the DuPage County Unit System serving the Hobson Valley (Greene Road) Service Area will be bid and constructed under a single Commission contract, written authorization to proceed with the bidding phase of services will not be given until the following additional conditions are satisfied:</p> <ul style="list-style-type: none"> (i) Receipt of written authorization from the County to proceed with bidding; (ii) Receipt of all contractually required property rights required for the installation of the Commission connection facilities for the Hobson Valley (Greene Road) Service Area; and (iii) Compliance, in all other respects, with the requirements of the Subsequent Customer Contract. <p>Resolution No. R-14-09 would conditionally approve a First Amendment to Task Order No. 25 (i) adding design and bidding services for the County's Hobson Valley (Greene Road) pressure adjusting station to be constructed jointly with the Commission's Hobson Valley (Greene Road) feeder main and metering station and (ii) increasing the not to exceed cost limitations on the cost of the work from \$25,500.00 to \$58,000.00 in the aggregate.</p>			
MOTION: To approve Resolution No. R-14-09.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-14-09

A RESOLUTION APPROVING
A FIRST AMENDMENT TO TASK ORDER NO. 25
UNDER THE MASTER CONTRACT WITH AECOM USA, INC.

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. (the "Consultant"), dated May 14, 2004, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

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

WHEREAS, pursuant to Resolution No. R-72-08, the Commission approved Task Order No. 25 to the Master Contract for design and bidding services in connection with the improvements to the Commission's Waterworks System that are required to connect the portion of the DuPage County Unit System serving the Hobson Valley (Greene Road) Service Area to the Commission's Waterworks System; and

WHEREAS, the Commission and the Consultant desire to amend Task Order No. 25 to the Master Contract to add design and bidding services in connection with the improvements to the DuPage County Unit System that are required to connect the portion of the DuPage County Unit System serving the Hobson Valley (Greene Road)

Service Area to the Commission's Waterworks System, which County connection facilities will be constructed jointly with the Commission connection facilities, and to increase the not-to-exceed cost limitations on the cost of the work accordingly, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Task Order was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the First Amendment to Task Order No. 25 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The First Amendment to Task Order No. 25 attached hereto as Exhibit 1 shall be and hereby is approved; provided, however, that the First Amendment to Task Order No. 25 attached hereto shall not be executed on behalf of the Commission unless and until (i) the Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Hobson Valley (Greene Road) Service Area shall have been executed on behalf of the Commission pursuant to Commission Ordinance No. O-3-09

Resolution No. R-14-09

(the "Joint Facility Agreement") and (ii) receipt of the Cash Deposit required pursuant to Subsection 3G of the Joint Facility Agreement.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2009.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-14-09.doc

EXHIBIT 1

**FIRST AMENDMENT TO
TASK ORDER NO. 25**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. ("Consultant"), for Professional Engineering Services dated May 14, 2004 (the "Contract"), Owner and Consultant agree to amend, effective as of March 13, 2009, Task Order No. 25 to the Contract for the Hobson Valley (Greene Road) Connection Facilities project ("Task Order No. 25") as follows:

1. Project

Section 1, entitled "Project," of Task Order No. 25 shall be, and it hereby is, amended in its entirety so that said Section 1 shall hereafter be and read as follows:

"1. **Project:**

Design and bidding services in connection with the improvements to the Commission's Waterworks System and the improvements to the DuPage County Unit System that are required to connect the portion of the DuPage County Unit System serving the Hobson Valley (Greene Road) Service Area to the Commission's Waterworks System, the costs of which to be separately identified and accounted for under this Task Order and under the bidding and contract documents for the project."

2. Contract Price

Section 8, entitled "Contract Price," of Task Order No. 25 shall be, and it hereby is, amended in its entirety so that said Section 8 shall hereafter be and read as follows:

"8. **Contract Price:**

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Commission Connection Facilities		
Preliminary Design	1.93	\$10,500.00
Final Design	1.93	\$12,000.00
Bidding	1.93	\$3,000.00
County Connection Facilities		
Preliminary Design	1.93	\$13,875.00
Final Design	1.93	\$15,625.00
Bidding	1.93	\$3,000.00"

In all other respects, Task Order No. 25 to the Contract shall remain in full force and effect and Task Order No. 25 to the Contract shall be binding on both parties as hereinafter amended.

DUPAGE WATER COMMISSION

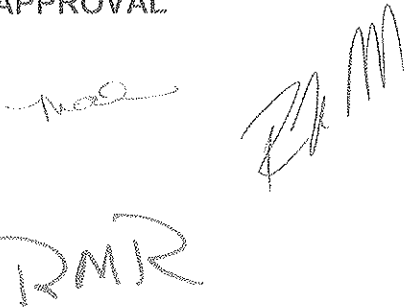
By: _____
Robert L. Martin
General Manager

AECOM USA, INC.

By: _____
Name: _____
Title: _____

DATE: March 6, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QRE-4/08 at the March 12, 2009, DuPage Water Commission Meeting Resolution No. R-15-09	APPROVAL  The approval section contains three handwritten signatures or initials. One is a cursive signature that appears to be 'MAD'. To its right is another signature that looks like 'RMM'. Below these, the letters 'RMR' are written in a large, bold, blocky font.	
<p>Account Number: 01-60-6633</p> <p>The Commission entered into certain agreements dated December 18, 2008, with Divane Bros. Electric Co. and January 1, 2009, with Aldridge Electric, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-15-09 would approve the following Work Authorization Orders under the Quick Response Electrical Contracts:</p> <p>Work Authorization Order No. 001: This work authorization order is to Aldridge Electric, Inc. to repair and replace a damaged conduit and instrumentation cables between ROV7A above ground cabinet and the valve vault at the north east corner of 75th Street and Fairview Ave. in the City of Darien. The Darien Park District installed a new sign and the post inadvertently damaged the conduit causing a loss of pressure and valve position signal from the vault. The Park District realizes their mistake and will be paying for the repair. The cost of this work is estimated to be about \$4,500.00.</p>			
MOTION: To approve Resolution No. R-15-09.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-15-09

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-4/08
AT THE MARCH 12, 2009, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 18, 2008, with Divane Bros. Electric Co. and January 1, 2009, with Aldridge Electric, Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-4/08"); and

WHEREAS, Contract QRE-4/08 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-15-09

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 _____, 2009

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-4/08: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-4.001

LOCATION:

ROV7A, at the north east corner of 75th Street and Fairview Ave., Darien.

CONTRACTOR:

Aldridge Electric, Inc.

DESCRIPTION OF WORK:

Repair/replace conduit and cables between above ground cabinet and valve vault.

REASON FOR WORK:

Conduit damaged from sign post installed by the Darien Park District.

MINIMUM RESPONSE TIME:

Two Days

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

None

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: _____



DuPage Water Commission

MEMORANDUM

TO: Chairman Rathje and Commissioners

FROM: Robert L. Martin, P.E. 
General Manager

DATE: February 10, 2009

SUBJECT: Request by City of Naperville to Supplement Cost of Relocation of
Transmission Main at 75th Street and Washington Street

The City of Naperville ("Naperville") has been the lead agency with the County of DuPage ("DuPage") on a project designed to improve the flow of both vehicular and pedestrian traffic at the intersection of 75th Street and Washington Street in the City of Naperville. Parts of the improvements include widening and reconstruction of the existing roadways and bridge structure, construction of a new drainage system, construction of an underground pedestrian tunnel, and retaining wall construction.

The Commission maintains a 30" diameter steel watermain extending throughout the entire length of the 75th Street limits of improvements. It has been determined that relocation of approximately 500 lineal feet of the Commission's 30" main will be necessary in order to avoid a conflict with ramps to the proposed pedestrian tunnel under Washington Street being paid for by Naperville.

The Commission received a copy of a letter from the County of DuPage, Division of Transportation, dated November 4, 2008, from Naperville giving the Commission a 90 day notice to relocate the Commission's 30 inch watermain as part of this project per 605 ILCS 5/9-113. The Commission in meetings with Naperville and DuPage has agreed that the relocation of the main is not necessary until November 2009. The Commission requested that the DuPage Department of Transportation withdraw the letter requiring the relocation of the Commission's main within 90 days. DuPage requested a response on the schedule and timeline the Commission will follow to ensure all watermain relocation work is complete by November 1, 2009. After receipt of the response DuPage would make a determination as to the appropriate time extension that will be allowed.

The City of Naperville (e-mail from James Holzapfel dated October 29, 2008) has proposed a cost share arrangement to relocate the watermain with the City paying approximately 55.5% and the Commission paying approximately 44.5% of

the cost. The estimated cost to the Commission would be \$162,000. The Commission has submitted 70% design drawings to Naperville for their review on December 16, 2008. To date the Commission has not received any comments.

The following are the issues the Commission needs to consider:

First in Time; First in Right In cases of right-of-way conflicts with municipal facilities, the Commission and the municipalities have always followed a "first in time; first in right" philosophy regarding relocation costs such that, if new Commission facilities required the relocation of pre-existing municipal facilities, the Commission would pick up the cost and vice versa. This was the policy the Commission and the municipalities used in the construction of its facilities.

Cost of the Pedestrian Tunnel The relocation of the Commission's 30 inch main is required because of the installation of the pedestrian tunnel which design and construction is being paid solely by Naperville with no contribution by the County of DuPage.

Precedence Setting The Commission would be setting new precedence by agreeing to fund the relocation of its watermain. There could be long term financial implications because other municipalities could use this method of funding their improvements.

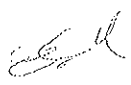
Because this issue will ultimately involve a construction project over \$100,000, this matter will require a super-majority affirmative vote of the commissioners including three county appointed commissioners and three municipal appointed commissioners.



DuPage Water Commission

MEMORANDUM

TO: Robert Martin
General Manager

FROM: Ed Kazmierczak 
Pipeline Supervisor

DATE: October 2, 2008

SUBJECT: 75th and Washington Street
Naperville

ISSUE:

The City of Naperville and the County of DuPage have been working in partnership on a project designed to improve the flow of both vehicular and pedestrian traffic at the intersection of 75th Street and Washington Street in the City of Naperville. Parts of the improvements include widening and reconstruction of the existing roadways and bridge structure, construction of a new drainage system, construction of an underground pedestrian tunnel, and retaining wall construction.

The DuPage Water Commission maintains a 30" diameter steel watermain extending throughout the entire length of the 75th Street limits of improvements. Several valve vaults and cathodic protection test stations are also located at various points within the project area.

It has been determined that relocation of approximately 500 L.F. of the Commission's 30" main will be necessary in order to avoid a conflict with the proposed pedestrian tunnel. The City of Naperville has offered to reimburse the Commission in an amount equal to 55% of the cost of construction that the City estimates to be between \$150,000.00 and \$300,000.00

RECOMMENDATION:

Under a pure cost analysis, the Commission should accept the City of Naperville's offer. According to the Staff Attorney, the Commission would spend a minimum of \$100,000 litigating whether the Commission is required by law to relocate its facilities at its own cost, and the litigation would probably require overturning a recent appellate court decision that was arguably decided the wrong way.

On the other hand, under a fairness analysis, the Commission should reject the City of Naperville's offer and require the City of Naperville to reimburse the Commission, in its entirety, for the actual costs involved in the design and construction of relocated Commission facilities necessary due to a conflict with the construction of the proposed pedestrian tunnel. I offer the following reasons for this recommendation:

1. The DuPage Water Commission has designed and constructed 162 miles of pipeline. During the design stage of these contracts, the Commission made every effort to locate, identify, and avoid potential utility conflicts with both public and private utilities.
2. Whenever design alternates could not eliminate a conflict with an existing public utility the Commission, *at its sole and considerable expense and in compliance with the owners construction standards*, relocated the facility in question.
3. To my knowledge, the Commission has never requested reimbursement from a public utility for creating, for the benefit of our construction, the relocation of underground facilities. Now the Commission finds itself in the position of having to relocate for the benefit of a public body, and we are being asked to cover a portion of the costs.
4. Should the Commission agree to absorb some or all of the costs associated with this work, we will have established a precedent that, in the long term, may prove extremely expensive.

BACKGROUND:

- April 12, 2005-----A meeting was held with representatives from the City of Naperville, T.Y. Lin International, (the project engineers for the City), the DuPage Water Commission, and Alvord, Burdick, and Howson (the Commission's engineers). The purpose of this meeting was to discuss potential conflicts between existing Commission facilities and a pedestrian underpass being proposed for the intersection of 75th and Washington Streets. At the meeting, the City presented two alignment options for the proposed tunnel crossing at Washington Street. One alignment option, a 78 degree skew angle crossing of Washington Street, would not require relocation of Commission facilities. While the other alternate, a 90 degree crossing of Washington Street, would require the Commission to relocate certain facilities to some extent. As the project was in a conceptual design stage at this time, no decision regarding which design alternate would be chosen was neither expressed nor implied.
- April 13, 2005 to February 5, 2008-----No further discussion regarding the project takes place between the Commission and the City or its project engineers.
- February 6, 2008-----The Commission receives notice from the City's project engineers of a utility coordination meeting scheduled to take place at the Naperville Municipal center on February 8, 2008. In addition to the notice one incomplete set of plans was transmitted with the request that the Commission reviews those plans and be ready to discuss potential conflicts at the February 8th meeting. Staff reviewed the plans on February 6, 2008 and discovers numerous conflicts.
- February 8, 2008-----Based on the plans submitted for review, the City is advised that numerous, and significant, conflicts exist. The City is also advised that relocation design of Commission facilities could not begin until final plans were

received. Representatives of the City stated that final plans would be sent out, via email, during the week of February 18, 2008.

- March 6, 2008-----Commission receives final plans.
- March 13, 2008-----The Board approves R-8-08 authorizing the execution of Task Order #21 to Consoer Townsend Envirodyne Engineers, Inc., (CTE), to begin "Evaluation of Remedial Measures to Eliminate Potential Conflicts with Commission Facilities-----75th and Washington Streets, Naperville."
- March 14, 2008-----Final plans submitted to CTE.
- On April 17, 2008----CTE provides the Commission with the preliminary evaluation report required under Task Order #21
- May 14 2008-----A meeting is held with the City to discuss the recommended relocation alternate proposed in the April 17th CTE report. A copy of this report was left with the City as a courtesy and also to avoid additional conflicts with the City's remaining design work. At this meeting, the City states that they will not reimburse the Commission for any costs associated with the relocation of Commission facilities. It is agreed that the next meeting will take place once the City has had the opportunity to review the Commission's proposed recommended relocation alternate
- June 19, 2008-----A meeting was held to discuss engineering concerns related to the Commission's preferred relocation alternate as proposed on May 14th. While the discussion is centered primarily on technical issues, the City now indicates a willingness to participate, to some degree, in financial reimbursement to the Commission. The meeting also results in the decision to instruct the attorneys for the City and Commission to begin work on crafting an IGA, and an acknowledgement that the City will send the Commission the latest plan revisions as soon as they are available.
- July 7, 2008----- Revised drawings are received and are forwarded to CTE
- August 13, 2008----- A meeting with the City of Naperville and CTE was held. All but two engineering issues have been resolved. The two remaining issues are receiving permission from the County of DuPage to relocate a section of the Commission's main under a portion of the proposed 75th Street pavement, and direction from the County regarding their requirements for the abandonment of existing structures. The city of Naperville states they will contact the County of DuPage regarding these issues. Assuming the county grants permission for this work, and after receipt of the final plans, CTE will provide a preliminary cost estimate to the City of Naperville. The Commission again states that preparation of plans and specifications for the relocation of Commission facilities will not begin until an IGA is in place.

- August 19, 2008-----The County of DuPage grants permission allowing the Commission to relocate to under the proposed 75th Street pavement. However, no mention of abandonment requirements is made.
- September 9, 2008-----The City transmits Final plans to CTE.
- September 11, 2008-----Jim Holzapfel calls to discuss the project with General Manager Martin. Mr. Holzapfel states that the County of DuPage could request that the Commission relocate their main at 100% of their cost, but Naperville doesn't think it should be done this way. Naperville is paying 55% of the cost of the project and the County is paying 45% of the cost of the project. Naperville is proposing paying 55% of the relocation cost and the Commission paying 45% of the cost of the project. Naperville estimates the cost of the work to be between \$150,000 to \$300,000. General Manager Martin tells Mr. Holzapfel that this matter will be discussed with the board in October.
- September 17, 2008-----CTE transmits estimated costs for design and construction to DWC.
- September 18, 2008-----DWC forwards CTE's preliminary cost estimate to the City of Naperville.
- September 19, 2008-----The project is bid at the September 19, 2008 Illinois Department of Transportation letting.

PACKET: 01208 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

Accounts Payable

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-1239		DIVANE BROS. ELECTRIC CO.				
I-QRE3-001A		RELOCATE ROV CABINET - ROV 15	741.10			
3/12/2009	IL	DUE: 10/31/2007 DISC: 10/31/2007		1099: N		
		RELOCATE ROV CABINET - ROV 15B		01 60-6633	REMOTE FACILITIES MAINT'E	741.10
I-QRE3-001B		RELOCATE ROV CABINET - ROV 15	7,761.77			
3/12/2009	IL	DUE: 10/31/2007 DISC: 10/31/2007		1099: N		
		RELOCATE ROV CABINET - ROV 15B		01 60-6633	REMOTE FACILITIES MAINT'E	7,761.77
I-QRE3-001C		RELOCATE ROV CABINET - ROV 15	1,296.80			
3/12/2009	IL	DUE: 10/31/2007 DISC: 10/31/2007		1099: N		
		RELOCATE ROV CABINET - ROV 15B		01 60-6633	REMOTE FACILITIES MAINT'E	1,296.80
I-QRE3-001D		RELOCATE ROV CABINET - ROV 15	7,799.90			
3/12/2009	IL	DUE: 10/31/2007 DISC: 10/31/2007		1099: N		
		RELOCATE ROV CABINET - ROV 15B		01 60-6633	REMOTE FACILITIES MAINT'E	7,799.90
I-QRE3-001E		RELOCATE ROV CABINET - ROV 15	1,480.77			
3/12/2009	IL	DUE: 10/31/2007 DISC: 10/31/2007		1099: N		
		RELOCATE ROV CABINET - ROV 15B		01 60-6633	REMOTE FACILITIES MAINT'E	1,480.77
I-QRE3-001F		RELOCATE ROV CABINET - ROV 15	358.04			
3/12/2009	IL	DUE: 10/31/2007 DISC: 10/31/2007		1099: N		
		RELOCATE ROV CABINET - ROV 15		01 60-6633	REMOTE FACILITIES MAINT'E	358.04
I-QRE3-001G		RELOCATE ROV CABINET - ROV 15	1,434.24			
3/12/2009	IL	DUE: 10/31/2007 DISC: 10/31/2007		1099: N		
		RELOCATE ROV CABINET - ROV 15B		01 60-6633	REMOTE FACILITIES MAINT'E	1,434.24
I-QRE3-001H		RELOCATE ROV CABINET - ROV 15	2,042.07			
3/12/2009	IL	DUE: 10/31/2007 DISC: 10/31/2007		1099: N		
		RELOCATE ROV CABINET - ROV 15B		01 60-6633	REMOTE FACILITIES MAINT'E	2,042.07
		=== VENDOR TOTALS ===	22,914.69			
=====						

01-1101		HOLLAND & KNIGHT LLP				
I-200902252012		LEGAL SERVICES: JAN. 2008	7,695.71			
3/12/2009	IL	DUE: 2/12/2009 DISC: 2/12/2009		1099: Y		
		LEGAL SERVICES: JAN. 2008		01 60-6251	LEGAL SERVICES- GENERAL	7,695.71
		=== VENDOR TOTALS ===	7,695.71			

PACKET: 01208 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-1608		MARTAM CONSTRUCTION, INC.				
I-QR8-008A		RELOCATE PIPE AT DPPS	26,381.85			
3/12/2009	IL	DUE: 3/10/2009 DISC: 3/10/2009		1099: N		
		RELOCATE PIPE AT DPPS		01 60-6631	PIPELINE REPAIRS	26,381.85
		=== VENDOR TOTALS ===	26,381.85			
		=== PACKET TOTALS ===	56,992.25			

PACKET: 01208 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS 56,992.25
DEBIT MEMO TOTALS 0.00
CREDIT MEMO TOTALS 0.00

BATCH TOTALS 56,992.25

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2008-2009	01	-60-6251	LEGAL SERVICES- GENERAL	7,695.71	90,000	60,290.90		
	01	-60-6631	PIPELINE REPAIRS	26,381.85	920,000	722,640.81		
	01	-60-6633	REMOTE FACILITIES MAINTENANCE	22,914.69	390,000	257,172.12		
			** 2008-2009 YEAR TOTALS	56,992.25				

PACKET: 01208 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	3/2009	56,992.25

NO ERRORS NO WARNINGS

** END OF REPOR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

Items Paid

DATE RANGE: 2/01/2009 THRU 2/28/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1087	ALLIANCE WINDOW CLEANING INC.							
I-93720	WINDOW WASHING: JAN. 2009	R	2/27/2009	161.00		005039		161.00
	*** VENDOR TOTALS ***					1 CHECKS		161.00
1459	ALPHA BUILDING MAINTENANCE SER							
I-9430 DWC	JANITORIAL SERVICE: 02/09	R	2/13/2009	1,584.00		004981		
I-9431 DWC	JANITORIAL SUPPLIES	R	2/13/2009	175.15		004981		1,759.15
	*** VENDOR TOTALS ***					1 CHECKS		1,759.15
1118	ANTHONY ROOFING, LTD.							
I-S102236	ROOF REPAIRS	R	2/13/2009	614.00		004982		614.00
1318	ANTHONY ROOFING, LTD.							
I-S102063	ROOF REPAIRS	R	2/27/2009	366.00		005040		
I-S102310	ROOF REPAIRS	R	2/27/2009	726.00		005040		1,094.00
	*** VENDOR TOTALS ***					2 CHECKS		1,708.00
1516	ARAMARK REFRESHMENT SERVICES							
I-157683	COFFEE & SUPPLIES	R	2/27/2009	99.30		005041		
I-521395	COFFEE & SUPPLIES	R	2/27/2009	153.08		005041		252.38
	*** VENDOR TOTALS ***					1 CHECKS		252.38
1397	AT&T							
I-200902041988	DPPS PHONE SERV.: 01/22-02/31	R	2/13/2009	419.25		004983		419.25
1397	AT&T							
I-200902252004	TANK SITE # 1: 02/04-03/03/09	R	2/27/2009	21.54		005042		
I-200902262013	DPPS PHONE SERV.: 02/16-03/15	R	2/27/2009	784.49		005042		806.03
	*** VENDOR TOTALS ***					2 CHECKS		1,225.28
1393	AT&T LONG DISTANCE							
I-200902121995	DPPS LONG DIST. SERV.: 01/09	R	2/13/2009	80.16		004984		80.16
	*** VENDOR TOTALS ***					1 CHECKS		80.16
1334	BTU COMPANY, INC.							
I-87754	MAINTENANCE SUPPLIES	R	2/27/2009	853.86		005043		853.86
	*** VENDOR TOTALS ***					1 CHECKS		853.86
1187	BULLIS LOCK COMPANY, INC.							
I-56336	METER STATION MAINTENANCE	R	2/27/2009	155.00		005044		155.00
	*** VENDOR TOTALS ***					1 CHECKS		155.00
1461	BUSINESS CARD							
I-200902252005	ADMINISTRATIVE EXPENSE	R	2/27/2009	57.90		005045		
I-200902252006	NACE COR. ENG. REF. BOOK	R	2/27/2009	113.29		005045		
I-200902262014	ADMIN, GAS, PARKING, I PASS	R	2/27/2009	351.96		005045		523.15
	*** VENDOR TOTALS ***					1 CHECKS		523.15

VENDOR SET: 01 DuPage Water Commission
 BANK: IL ILLINOIS FUNDS
 DATE RANGE: 2/01/2009 THRU 2/28/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1049	CAMP DRESSER & MCKEE INC.							
I-80304076/44	PIPE LOOP TESTING: 10/05-11/29	R	2/27/2009	5,455.16		005046		5,455.16
	*** VENDOR TOTALS ***					1 CHECKS		5,455.16
1629	CAREERBUILDER, LLC							
I-CB00997709	EMPLOYMENT AD	R	2/27/2009	469.00		005047		469.00
	*** VENDOR TOTALS ***					1 CHECKS		469.00
1630	CATCHING FLUIDPOWER, INC.							
I-5437430	MAINTENANCE SUPPLIES	R	2/27/2009	208.71		005048		208.71
	*** VENDOR TOTALS ***					1 CHECKS		208.71
1134	CITY OF CHICAGO DEPARTMENT OF							
I-200902232001	LEX. PUMP STA. LABOR: 12/08	R	2/27/2009	36,137.82		005049		
I-200902252007	LEX. PUMP STA. LABOR: 01/09	R	2/27/2009	36,696.00		005049		
I-200902262016	LEX. STA. ELECT.: 11/25-12/30	R	2/27/2009	121,850.30		005049		194,684.12
	*** VENDOR TOTALS ***					1 CHECKS		194,684.12
1135	CITY OF CHICAGO SUPERINTENDENT							
C-200902121996	WATER BILLING: 01/01-01/31/09	R	2/13/2009	3,953,380.79CR		004985		
I-200902051989	WATER BILLING: 01/01-01/31/09	R	2/13/2009	3,953,380.79		004985		
I-200902121997	WATER BILLING: 01/01-01/31/09	R	2/13/2009	3,950,241.02		004985		3,950,241.02
	*** VENDOR TOTALS ***					1 CHECKS		3,950,241.02
1179	CHICAGO TRIBUNE							
I-691963001	LEGAL NOTICE: JAN/TORIAL	R	2/13/2009	236.00		004986		236.00
	*** VENDOR TOTALS ***					1 CHECKS		236.00
1091	CINTAS FIRST AID & SAFETY							
I-343545836	FIRST AID SUPPLIES	R	2/13/2009	183.80		004987		183.80
	*** VENDOR TOTALS ***					1 CHECKS		183.80
1196	COMCAST							
I-200902272017	INTERNET SERV.: 02/27-03/26	R	2/27/2009	99.95		005050		99.95
	*** VENDOR TOTALS ***					1 CHECKS		99.95
1000	COMED							
I-200902372018	METER STATION ELECTRIC SERVICE	R	2/27/2009	20,997.83		005051		20,997.83
	*** VENDOR TOTALS ***					1 CHECKS		20,997.83
1060	EDWARD COUGHLIN							
I-200902262015	SECURITY	R	2/27/2009	75.00		005052		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00

VENDOR SET: 01 DuPage Water Commission

BANK: 11 ILLINOIS FUNDS

DATE RANGE: 2/01/2009 THRU 2/28/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1024	CTE ENGINEERS							
1-4067547	CONCRETE RESERVOIR - 01/09	R	2/27/2009	7,035.39		005053		
1-60043563-05	ELIMINATE POTENTIAL CONFLICTS	R	2/27/2009	1,061.25		005053		
1-60051265-03	INSPECT/EVAL. MS & ROV	R	2/27/2009	415.82		005053		8,512.46
	*** VENDOR TOTALS ***					1 CHECKS		8,512.46
1025	DANKA OFFICE IMAGING							
1-705405319	COPIER USAGE: 03/28-04/27/09	R	2/13/2009	1,096.14		004988		1,096.14
	*** VENDOR TOTALS ***					1 CHECKS		1,096.14
1143	DISCOUNT TIRE CO. INC.							
1-1337208	VEHICLE MAINTENANCE: M-127481	R	2/13/2009	627.96		004989		627.96
	*** VENDOR TOTALS ***					1 CHECKS		627.96
1189	DREISILKER ELECTRIC MOTORS, IN							
1-1627433	MAINTENANCE SUPPLIES	R	2/13/2009	287.18		004990		287.18
	*** VENDOR TOTALS ***					1 CHECKS		287.18
1387	BRUCK INCORPORATED							
1-90359	SCADA/INSTRUMENTATION	R	2/27/2009	142.00		005054		142.00
	*** VENDOR TOTALS ***					1 CHECKS		142.00
1432	DUPAGE MAYORS AND MANAGERS CON							
1-5677	DINNER MTG - RATHJE, MARTIN	R	2/27/2009	160.00		005055		160.00
	*** VENDOR TOTALS ***					1 CHECKS		160.00
1029	ELECTRONIC ENTRY SYSTEMS, INC.							
1-200901096	SERVICE YARD GATE REPAIRS	R	2/27/2009	380.50		005056		380.50
	*** VENDOR TOTALS ***					1 CHECKS		380.50
1140	CITY OF ELMHURST							
1-200902052010	VEHICLE STICKERS	R	2/27/2009	90.00		005057		90.00
	*** VENDOR TOTALS ***					1 CHECKS		90.00
1047	ELMHURST FORD							
1-745172	EXTRA KEYS: M 176151	R	2/27/2009	169.95		005058		169.95
	*** VENDOR TOTALS ***					1 CHECKS		169.95
1097	ELMHURST PLAZA STANDARD INC.							
1-10126	GASOLINE	R	2/13/2009	33.69		004991		
1-11745	GASOLINE	R	2/13/2009	44.00		004991		
1-12039	GASOLINE	R	2/13/2009	28.46		004991		
1-12087	GASOLINE	R	2/13/2009	32.07		004991		
1-12104	GASOLINE	R	2/13/2009	59.00		004991		
1-12222	GASOLINE	R	2/13/2009	57.76		004991		
1-12747	GASOLINE, VEH. MAINTENANCE	R	2/13/2009	35.08		004991		
1-13286	GASOLINE	R	2/13/2009	21.74		004991		
1-13483	GASOLINE	R	2/13/2009	46.00		004991		

VENDOR SBT: 01 DuPage Water Commission

BANK: 11 ILLINOIS FUNDS

DATE RANGE: 2/01/2009 THRU 2/28/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1097	ELMHURST PLAZA STANDARCONT							
1-13486	GASOLINE	R	2/13/2009	66.00		004991		
1-13503	GASOLINE	R	2/13/2009	20.00		004991		
1-13873	GASOLINE	R	2/13/2009	59.40		004991		
1-13982	GASOLINE	R	2/13/2009	35.00		004991		
1-14089	GASOLINE	R	2/13/2009	48.60		004991		
1-16088	GASOLINE	R	2/13/2009	35.65		004991		
1-16121	GASOLINE	R	2/13/2009	26.29		004991		
1-16304	GASOLINE	R	2/13/2009	55.55		004991		
1-17194	GASOLINE	R	2/13/2009	65.04		004991		
1-17266	GASOLINE, VEH. MAINTENANCE	R	2/13/2009	31.31		004991		
1-19846	GASOLINE & VEH. MAINT.	R	2/13/2009	57.01		004991		
1-19927	GASOLINE	R	2/13/2009	37.56		004991		
1-19943	GASOLINE	R	2/13/2009	31.15		004991		
1-19964	GASOLINE	R	2/13/2009	36.75		004991		963.11
1097	ELMHURST PLAZA STANDARD INC.							
1-10353	GASOLINE	R	2/27/2009	24.75		005059		
1-10427	GASOLINE	R	2/27/2009	47.00		005059		
1-10635	GASOLINE	R	2/27/2009	42.49		005059		
1-10902	GASOLINE	R	2/27/2009	36.00		005059		
1-11385	GASOLINE	R	2/27/2009	58.00		005059		
1-11386	GASOLINE	R	2/27/2009	67.00		005059		
1-11481	GASOLINE	R	2/27/2009	27.47		005059		
1-11685	GASOLINE	R	2/27/2009	28.36		005059		
1-12489	GASOLINE	R	2/27/2009	39.84		005059		
1-12723	GASOLINE, VEHICLE MAINTENANCE	R	2/27/2009	45.00		005059		
1-12883	GASOLINE	R	2/27/2009	24.00		005059		
1-12917	GASOLINE	R	2/27/2009	46.01		005059		
1-13116	GASOLINE	R	2/27/2009	60.00		005059		
1-13524	GASOLINE	R	2/27/2009	60.83		005059		
1-13580	GASOLINE	R	2/27/2009	59.14		005059		
1-16744	GASOLINE	R	2/27/2009	35.00		005059		
1-16819	GASOLINE	R	2/27/2009	65.00		005059		
1-17394	GASOLINE	R	2/27/2009	61.00		005059		
1-17717	GASOLINE	R	2/27/2009	64.42		005059		
1-17742	GASOLINE	R	2/27/2009	29.77		005059		
1-17801	GASOLINE	R	2/27/2009	36.30		005059		
1-17811	GASOLINE	R	2/27/2009	30.00		005059		
1-17814	GASOLINE	R	2/27/2009	27.92		005059		
1-17853	GASOLINE	R	2/27/2009	39.70		005059		
1-18454	GASOLINE	R	2/27/2009	52.59		005059		
1-19467	GASOLINE	R	2/27/2009	60.00		005059		
1-19489	GASOLINE	R	2/27/2009	50.86		005059		
1-19799	GASOLINE	R	2/27/2009	56.00		005059		
1-32093	VEHICLE MAINTENANCE: M-127481	R	2/27/2009	694.50		005059		1,960.15
*** VENDOR TOTALS ***						2 CHECKS		2,923.46

VENDOR SET: 01 DuPage Water Commission

BANK: 11 ILLINOIS FUNDS

DATE RANGE: 2/01/2009 THRU 2/28/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1446	EM ENGINEERING, LLC							
1-0024254	CRCUC REPRESENT	R	2/13/2009	382.50		004992		
1-0024289	INDETERM CORR ASSIST	R	2/13/2009	908.36		004992		1,290.86
	*** VENDOR TOTALS ***					1 CHECKS		1,290.86
1094	ESRI							
F-91913804	GIS TRAINING	R	2/13/2009	1,470.00		004993		1,470.00
	*** VENDOR TOTALS ***					1 CHECKS		1,470.00
1578	EXELON ENERGY INC.							
1-1513150	DPPS ELECT. SERV.: 01/04-02/03	R	2/13/2009	198,126.59		004994		198,126.59
	*** VENDOR TOTALS ***					1 CHECKS		198,126.59
1065	FEDEX							
F-8-940-26698	OVERNIGHT MAIL	R	2/13/2009	135.41		004995		
F-2-066-65455	OVERNIGHT MAIL	R	2/13/2009	1,040.48		004995		1,175.89
	*** VENDOR TOTALS ***					1 CHECKS		1,175.89
1026	GE CONSUMER & INDUSTRIAL							
1-175-438842	PUMP REPAIRS	R	2/13/2009	1,385.00		004996		1,385.00
	*** VENDOR TOTALS ***					1 CHECKS		1,385.00
1059	GENERAL BINDING CORPORATION							
1-1136634	OFFICE SUPPLIES	R	2/13/2009	248.70		004997		248.70
	*** VENDOR TOTALS ***					1 CHECKS		248.70
1055	GRAINGER							
1-9815974184	SCADA/INSTRUMENTATION	R	2/13/2009	54.87		004998		
1-9830319886	MAINTENANCE SUPPLIES	R	2/13/2009	42.00		004998		
1-9830093272	MAINTENANCE SUPPLIES	R	2/13/2009	248.69		004998		
1-9830982022	MAINTENANCE SUPPLIES	R	2/13/2009	4.94		004998		
1-9832529656	MS MAINT. & METER TESTING	R	2/13/2009	327.75		004998		
1-9833836380	MAINTENANCE SUPPLIES	R	2/13/2009	24.02		004998		
1-9834309455	VEHICLE MAINTENANCE	R	2/13/2009	161.69		004998		703.96
1050	GRAINGER							
C-9835277519	MAINTENANCE SUPPLIES RETURNED	R	2/27/2009	73.96CR		005060		
1-9834249683	METER TESTING, SCADA/INSTRUM.	R	2/27/2009	345.14		005060		
1-9838497916	MAINTENANCE SUPPLIES	R	2/27/2009	11.24		005060		
1-9838737779	MAINTENANCE SUPPLIES	R	2/27/2009	135.76		005060		
1-9830783439	MAINTENANCE SUPPLIES	R	2/27/2009	78.30		005060		
1-9839865541	MAINTENANCE SUPPLIES	R	2/27/2009	222.08		005060		718.56
	*** VENDOR TOTALS ***					2 CHECKS		1,482.52

VENDOR SET: 01 DuPage Water Commission

BACK: 11 ILLINOIS FUNDS

DATE RANGE: 2/01/2009 THRU 2/28/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1599	GREELEY AND HANSEN							
7-INV-0000270741-A	ELECTRICAL SAFETY REQUIREMENTS	R	2/13/2009	1,172.51		004999		
1-INV-0000281679	LEX PS GENERATION FACILITIES	R	2/13/2009	10,677.79		004999		
1-INV-0000281680	LEXINGTON PS PHOTOVOLTAIC CELL	R	2/13/2009	1,831.29		004999		
1-INV-0000281681	ELECTRICAL SAFETY REQUIREMENTS	R	2/13/2009	766.92		004999		14,448.51
	*** VENDOR TOTALS ***					1 CHECKS		14,448.51
1608	HACH COMPANY							
1-6110097	SCADA/INSTRUMENTATION	R	2/27/2009	110.90		005061		110.90
	*** VENDOR TOTALS ***					1 CHECKS		110.90
1111	HOLLAND & KNIGHT LLP							
1-200901071961	LEGAL SERVICES: DEC. 2008	R	2/13/2009	636.00		005000		636.00
	*** VENDOR TOTALS ***					1 CHECKS		636.00
1050	HOME DEPOT CREDIT SERVICES							
1-0140369	PIPELINE SUPPLIES	R	2/13/2009	141.69		005001		
1-3020586	METER STATION MAINTENANCE	R	2/13/2009	288.16		005001		
1-4084932	MAINTENANCE SUPPLIES	R	2/13/2009	44.36		005001		
1-9026300	METER STATION MAINTENANCE	R	2/13/2009	22.47		005001		
1-9053713	MAINTENANCE SUPPLIES	R	2/13/2009	46.76		005001		
1-9064931	MAINTENANCE SUPPLIES	R	2/13/2009	124.79		005001		668.25
	*** VENDOR TOTALS ***					1 CHECKS		668.25
1225	TRON OFFICE SOLUTIONS							
1-5010481567	COPIER USAGE: 12/31-01/30/09	R	2/13/2009	207.81		005002		207.81
	*** VENDOR TOTALS ***					1 CHECKS		207.81
1001	ILLINOIS EPA							
1-011435AAA	AIR POLLUTION CONTROL SITE FEE	R	2/13/2009	1,800.00		005003		1,800.00
	*** VENDOR TOTALS ***					1 CHECKS		1,800.00
1151	ILLINOIS MUNICIPAL LEAGUE							
1-117815	14 MUNICIPAL REVIEW SUBSCRIPT.	R	2/13/2009	10.00		005004		10.00
	*** VENDOR TOTALS ***					1 CHECKS		10.00
1051	ILLINOIS PUBLIC RISK FUND							
1-200902052011	WORKERS COMPENSATION INS.	R	2/27/2009	8,786.00		005062		8,786.00
	*** VENDOR TOTALS ***					1 CHECKS		8,786.00
1041	ILLINOIS STATE POLICE BUREAU							
1-200902131999	SECURITY CHECKS	R	2/13/2009	500.00		005005		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00

VENDOR SET: 01 DuPage Water Commission

BANK: 1L ILLINOIS FUNDS

DATE RANGE: 2/01/2009 THRU 2/28/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1496	INFOR GLOBAL SOLUTIONS, INC.							
I-34423-00D1	INFOR TRAINING: HUGHES, FRELKA	R	2/13/2009	6,990.00		005006		6,990.00
1496	INFOR GLOBAL SOLUTIONS, INC.							
I-34248-00D1	UPGRADE DATASTREAM 7J	R	2/27/2009	2,770.04		005063		
I-34250-00D1	UPGRADE DATASTREAM 7J	R	2/27/2009	3,600.00		005063		6,370.04
	*** VENDOR TOTALS ***					2 CHECKS		13,360.04
1152	INSIGHT PUBLIC SECTOR							
I-1100070106	TOUGHBOOK ACCESSORIES	R	2/13/2009	3,802.78		005007		3,802.78
1152	INSIGHT PUBLIC SECTOR							
I-1100070109	PANASONIC TOUGHBOOKS	R	2/27/2009	24,169.74		005064		24,169.74
	*** VENDOR TOTALS ***					2 CHECKS		27,972.52
1014	JACQUES WHITFORD COMPANY INC.							
I-1044230-003	EHS AUDIT ASSESSMENT	R	2/13/2009	5,651.33		005008		5,651.33
	*** VENDOR TOTALS ***					1 CHECKS		5,651.33
1016	JJ HENDERSON & SON							
I-PSC 4/08 # 1	PSC-4/08 # 1: PARTIAL PAYMENT	V	12/05/2008	295,294.49		004802		295,294.49
1012	JULIE, INC.							
I-01-09-0417	UTILITY LOCATRS: JAN. 2009	R	2/13/2009	1,443.20		005009		1,443.20
	*** VENDOR TOTALS ***					1 CHECKS		1,443.20
1190	KARA COMPANY, INC.							
I-247653	VERIZON DATA LINE GPS DATA	R	2/13/2009	60.70		005010		60.70
	*** VENDOR TOTALS ***					1 CHECKS		60.70
1031	KENILWORTH OPTICAL							
I-200902272019	SCBA PRESCRIPT. LENS: NOLAN	R	2/27/2009	300.00		005065		
I-200902272020	SCBA PRESCRIPT. LENS: TOWNSEND	R	2/27/2009	200.00		005065		
I-200902272021	SCBA PRESCRIPT. LENS: VASQUEZ	R	2/27/2009	200.00		005065		700.00
	*** VENDOR TOTALS ***					1 CHECKS		700.00
1109	KINGSBURY, INC.							
I-RSDV 4080	PUMP # 6 REPAIRS	R	2/27/2009	15,716.07		005066		
I-RSDV 4114	PUMPING OPERATIONS	R	2/27/2009	151.97		005066		15,868.04
	*** VENDOR TOTALS ***					1 CHECKS		15,868.04
1215	LAB SAFETY SUPPLY, INC.							
I-1012751500	MAINTENANCE SUPPLIES	R	2/13/2009	493.12		005011		
I-1012814513	MAINTENANCE SUPPLIES	R	2/13/2009	163.67		005011		656.79
	*** VENDOR TOTALS ***					1 CHECKS		656.79

VENDOR SFT: 01 DuPage Water Commission
 BANK: 1L ILLINOIS FUNDS
 DATE RANGE: 2/01/2009 THRU 2/28/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1619	LIFT WORKS, INC.							
1-88866	20' CONTAINER RENTAL	R	2/27/2009	75.00		005067		75.00
				*** VENDOR TOTALS ***		1 CHECKS		75.00
1077	NAPLOGIC CORPORATION							
1-NL2009106 34	NAPLOGIC LAYOUT MGR ANN MAINT.	R	2/13/2009	250.00		005012		250.00
				*** VENDOR TOTALS ***		1 CHECKS		250.00
1909	MBL'S ACE HARDWARE							
1-408419/4	MAINTENANCE SUPPLIES RETURNED	R	2/13/2009	17.54CR		005013		
1-408407/4	VEHICLE MAINTENANCE	R	2/13/2009	16.12		005013		
1-408413/4	MAINTENANCE SUPPLIES	R	2/13/2009	17.54		005013		
1-408420/4	MAINTENANCE SUPPLIES	R	2/13/2009	4.93		005013		
1-408469/4	MAINTENANCE SUPPLIES	R	2/13/2009	24.27		005013		
1-408480/4	MAINTENANCE SUPPLIES	R	2/13/2009	16.00		005013		
1-408508/4	PIPELINE SUPPLIES	R	2/13/2009	40.08		005013		
1-408512/4	METER STATION MAINTENANCE	R	2/13/2009	42.85		005013		
1-408554/4	MAINTENANCE SUPPLIES	R	2/13/2009	23.81		005013		
1-408559/4	PIPELINE SUPPLIES	R	2/13/2009	32.15		005013		
1-408564/4	METER STATION MAINTENANCE	R	2/13/2009	29.86		005013		
1-408574/4	MAINTENANCE SUPPLIES	R	2/13/2009	7.43		005013		
1-408583/4	PIPELINE SUPPLIES	R	2/13/2009	25.99		005013		
1-408612/4	MAINTENANCE SUPPLIES	R	2/13/2009	4.04		005013		
1-408645/4	MAINTENANCE SUPPLIES	R	2/13/2009	3.34		005013		
1-408655/4	MAINTENANCE SUPPLIES	R	2/13/2009	9.51		005013		282.16
				*** VENDOR TOTALS ***		1 CHECKS		282.16
1091	MENARDS HILLSIDE							
1-57811	MAINTENANCE SUPPLIES	R	2/13/2009	53.96		005014		
1-48623	METER STATION MAINTENANCE	R	2/13/2009	92.07		005014		
1-59276	MAINTENANCE SUPPLIES	R	2/13/2009	4.96		005014		
1-54283	MAINTENANCE SUPPLIES	R	2/13/2009	7.31		005014		158.30
				*** VENDOR TOTALS ***		1 CHECKS		158.30
1074	MICRO CENTER							
1-1307370	COMPUTER SUPPLIES	R	2/13/2009	205.96		005015		205.96
				*** VENDOR TOTALS ***		1 CHECKS		205.96
1194	MK BATTERY							
1-11265794	SCADA/INSTRUMENTATION	R	2/27/2009	119.93		005060		119.93
				*** VENDOR TOTALS ***		1 CHECKS		119.93
1606	MOTOROLA							
1-910287007	RADIO SERVICE: 10:00-09:09	R	2/04/2009	10,176.00		004978		10,176.00
				*** VENDOR TOTALS ***		1 CHECKS		10,176.00

VENDOR SHT- 01 DuPage Water Commission

BANK- IL ILLINOIS FUNDS

DATE RANGE: 2/01/2009 THRU 2/28/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1021	NAPERVILLE, CITY OF							
1-200902051990	METER STATION ELECTRIC SERVICE	R	2/13/2009	271.28		005016		
1-200902121998	METER STATION ELECTRIC SERVICE	R	2/13/2009	278.79		005016		550.07
1021	NAPERVILLE, CITY OF							
1-200902232002	METER STATION ELECTRIC SERVICE	R	2/27/2009	255.83		005069		
1-200902272028	METER STATION ELECTRIC SERVICE	R	2/27/2009	329.73		005069		585.56
	*** VENDOR TOTALS ***					2 CHECKS		1,135.63
1070	NATIONAL CITY BANK							
1-669037	SAFEKEEPING FEES: JAN. 2009	R	2/27/2009	1,029.80		005070		1,029.80
	*** VENDOR TOTALS ***					1 CHECKS		1,029.80
1203	NATIONAL SAFETY COUNCIL							
1-200902051991	MEMBERSHIP DUES	R	2/13/2009	305.00		005017		305.00
	*** VENDOR TOTALS ***					1 CHECKS		305.00
1060	MTG, INC.							
1-66411	CORROSION TELEMETRY	R	2/13/2009	55.00		005018		55.00
	*** VENDOR TOTALS ***					1 CHECKS		55.00
1020	NEXTEL COMMUNICATIONS							
1-648652511-086	CELL PHONE SERV.: 01/09-02/09	R	2/27/2009	1,889.03		005071		1,889.03
	*** VENDOR TOTALS ***					1 CHECKS		1,889.03
1095	OFFICE DEPOT							
1-461568664-001	OFFICE SUPPLIES	R	2/13/2009	208.91		005019		208.91
1105	OFFICE DEPOT							
0-464993032-001	OFFICE SUPPLIES RETURNED	R	2/27/2009	93.60CR		005072		
1-466504643-001	OFFICE SUPPLIES	R	2/27/2009	93.60		005072		
1-463965006-001	OFFICE SUPPLIES	R	2/27/2009	115.07		005072		
1-465042829-001	OFFICE SUPPLIES	R	2/27/2009	43.99		005072		
1-464840091-001	OFFICE SUPPLIES	R	2/27/2009	58.75		005072		311.01
	*** VENDOR TOTALS ***					2 CHECKS		420.77
1084	OFFICE MAX INCORPORATED							
1-050519	OFFICE SUPPLIES	R	2/13/2009	252.08		005020		
1-125505	OFFICE SUPPLIES	R	2/13/2009	999.80		005020		
1-226097	OFFICE SUPPLIES	R	2/13/2009	123.70		005020		1,375.58
1089	OFFICE MAX INCORPORATED							
0-32333354	OFFICE SUPPLIES RETURNED	R	2/27/2009	38.99CR		005073		
1-292381	OFFICE SUPPLIES	R	2/27/2009	227.62		005073		
1-333653	OFFICE SUPPLIES	R	2/27/2009	38.99		005073		
1-413059	OFFICE SUPPLIES	R	2/27/2009	228.99		005073		456.61
	*** VENDOR TOTALS ***					2 CHECKS		1,832.19

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 2/01/2009 THRU 2/28/2009

VENDOR ID	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1024	PACKY WEBB FORD							
1-200901161962	TWO 2009 FORD ESCAPES	V	2/16/2009	35,880.00		004931		35,880.00
1024	PACKY WEBB FORD							
1-200901161962	TWO 2009 FORD ESCAPES	R	2/12/2009	35,880.00		004980		35,880.00
				*** VENDOR TOTALS ***		1 CHECKS		35,880.00
1003	PARADIGM SYSTEM SOLUTIONS INC.							
1-1003	PANASONIC TOUGHBOOK, CASE, RAM	R	2/27/2009	2,571.60		005074		2,571.60
				*** VENDOR TOTALS ***		1 CHECKS		2,571.60
1001	PATRICK ENGINEERING INC							
1-1001-003-7	GIS SUPPORT	R	2/27/2009	82.50		005075		
1-1001-003-8	GIS SUPPORT	R	2/27/2009	1,485.00		005075		1,567.50
				*** VENDOR TOTALS ***		1 CHECKS		1,567.50
1004	PETERS & ASSOCIATES							
1-1004	COMPUTER NETWORK SERVICES	R	2/27/2009	2,000.00		005076		
1-1004003-5	SOFTWARE LICENSE	R	2/27/2009	184.00		005076		2,184.00
				*** VENDOR TOTALS ***		1 CHECKS		2,184.00
1009	PRIHERA							
1-10091087	COMPUTER ROOM HVAC UPGRADES	R	2/27/2009	1,307.10		005077		1,307.10
				*** VENDOR TOTALS ***		1 CHECKS		1,307.10
1100	QUALITY BACKFLOW TESTING INC.							
1-110000	ANNUAL BACKFLOW TESTING	R	2/27/2009	1,875.00		005078		1,875.00
				*** VENDOR TOTALS ***		1 CHECKS		1,875.00
1005	RED WING SHOE STORE							
1-100500002063	SAFETY SHOES: R. CARBIDE	R	2/11/2009	148.71		005021		148.71
1005	RED WING SHOE STORE							
1-100500002095	SAFETY BOOTS: BOSTICK, MOX	R	2/27/2009	382.89		005079		382.89
				*** VENDOR TOTALS ***		2 CHECKS		531.60
1001	RIDGEWOOD ENGINEERING, INC							
1-1001-0040	POLARIZATION OIL REPLACEMENT	R	2/13/2009	28,817.59		005022		28,817.59
				*** VENDOR TOTALS ***		1 CHECKS		28,817.59
1001	ROSSI CONTRACTORS, INC.							
1-1001-0004	WATERMAIN REPAIR - MC 248	R	2/23/2009	40,851.50		005073		40,851.50

VENDOR SET: 01 DuPage Water Commission

BANK: 11 ILLINOIS FUNDS

DATE RANGE: 2/01/2009 THRU 2/28/2009

VENDOR ID	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1130	ROSSI CONTRACTORS, INC.							
1-098-006A	INSTALL 24" VALVE - TS # 4W	R	2/13/2009	9,625.61		005024		9,625.61
1130	ROSSI CONTRACTORS, INC.							
1-098-007A	WATERMAIN LEAK - DOWNERS GROVE	R	2/13/2009	27,235.35		005025		27,235.35
	*** VENDOR TOTALS ***					3 CHECKS		67,712.46
1047	SEARS COMMERCIAL ONE							
1-104-03801	BATTERY: M-99818	R	2/27/2009	226.57		005026		226.57
	*** VENDOR TOTALS ***					1 CHECKS		226.57
1096	SERVICEMASTER OF AURORA & KEND							
1-112-039	METER STATION MAINTENANCE	R	2/13/2009	1,169.85		005026		1,169.85
	*** VENDOR TOTALS ***					1 CHECKS		1,169.85
1043	SCOOPER LUBE							
1-109-079	VEHICLE MAINTENANCE: M-79697	R	2/13/2009	53.19		005027		
1-101114	VEHICLE MAINTENANCE: M-63631	R	2/13/2009	32.45		005027		85.64
	*** VENDOR TOTALS ***					1 CHECKS		85.64
1122	STATE DMT							
1-80168-03.09-01	IL & FED LEGISLATIVE TRACKING	R	2/27/2009	1,500.00		005003		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
1107	SPENKUS HYDRAULIC, INC.							
1-13-00021	PRESSURE SWITCHES	R	2/13/2009	769.79		005028		
1-13-00016	CYLINDER REPAIR KIT	R	2/13/2009	5,850.94		005028		6,640.63
	*** VENDOR TOTALS ***					1 CHECKS		6,640.63
1208	SUNURMAN DOOR CHECK & LOCK SER							
1-101270	MAINTENANCE SUPPLIES	R	2/13/2009	152.90		005029		152.90
	*** VENDOR TOTALS ***					1 CHECKS		152.90
1084	TELESPAN							
1-104457	TELECONFERENCE CHARGES	R	2/13/2009	19.22		005030		19.22
	*** VENDOR TOTALS ***					1 CHECKS		19.22
1174	TOTAL FIRE & SAFETY, INC.							
1-01200	FIRE EXTINGUISHER INSPECTIONS	R	2/13/2009	915.50		016031		915.50
	*** VENDOR TOTALS ***					1 CHECKS		915.50
1101	TRIEE TOWNS REPRO SERVICE							
1-100002	REPRO COPYING SERVICE	R	2/13/2009	10.00		005032		10.00
	*** VENDOR TOTALS ***					1 CHECKS		10.00

VENDOR SH: 01 DuPage Water Commission

BANK: 11 ILLINOIS FUNDS

DATE RANGE: 2/01/2009 THRU 2/28/2009

VENDOR ID	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1146	TRITON ELECTRONICS, INC.							
1 6471	TEST EQUIPMENT CALIBRATION	R	2/13/2009	1,363.00		005033		
1 6475	TEST EQUIPMENT CALIBRATION	R	2/13/2009	522.00		005033		1,885.00
	*** VENDOR TOTALS ***					1 CHECKS		1,885.00
1189	UNIQUE PRODUCTS & SERVICE CORP							
1 185110	MAINTENANCE SUPPLIES	R	2/13/2009	1,065.75		005034		1,065.75
	*** VENDOR TOTALS ***					1 CHECKS		1,065.75
1198	UNITED RADIO COMMUNICATIONS							
1 18144000	RADIO REPAIRS	R	2/13/2009	298.13		005035		298.13
1047	UNITED RADIO COMMUNICATIONS							
1 18145000	RADIO REPAIRS	R	2/27/2009	169.38		005082		
1 18145200	INVERTER FOR TRUCK: M-70697	R	2/27/2009	629.75		005082		799.13
	*** VENDOR TOTALS ***					2 CHECKS		1,528.26
1071	USAUTOMATION							
1 1547	8" PVC BUTTERFLY VALVE	R	2/27/2009	1,234.85		005083		1,234.85
	*** VENDOR TOTALS ***					1 CHECKS		1,234.85
1092	WASTE MANAGEMENT							
1 1991070 2008 4	REFUSE DISPOSAL	R	2/13/2009	412.83		005036		
1 200713 2008 4	REFUSE DISPOSAL	R	2/13/2009	10.00		005036		422.83
	*** VENDOR TOTALS ***					1 CHECKS		422.83
1121	MICHAEL WHEED							
1 000002232003	TUITION REIMBURSEMENT	R	2/27/2009	1,768.99		005084		1,768.99
	*** VENDOR TOTALS ***					1 CHECKS		1,768.99
1134	WEST							
1 81704687	WESTLAW: 01/01/09 01/31/09	R	2/11/2009	398.91		005037		398.91
	*** VENDOR TOTALS ***					1 CHECKS		398.91
1412	WESTIN ENGINEERING, INC.							
1 12745	ASSTY WEST BEST PRACT. PHASE 5	R	2/27/2009	7,692.00		005085		7,692.00
	*** VENDOR TOTALS ***					1 CHECKS		7,692.00
1027	WILLIAMS BROTHERS CONSTRUCTION							
1 1	PSD 7/08: PARTIAL PAYMENT # 1	R	2/09/2009	434,056.40		004979		434,056.40
1027	WILLIAMS BROTHERS CONSTRUCTION							
1 2	PSD 7/08: PARTIAL PAYMENT #2	R	2/27/2009	224,256.03		005038		224,256.03

UNITID: 01 - Bridge Water Commission

BANK: 11 - ILLINOIS BONDS

DATE RANGE: 2/01/2009 THRU 2/28/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
*** VENDOR TOTALS ***						2	CHECKS	658,124.43

* * T O T A L S * *

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	108	5,339,017.91	0.00	5,339,017.91
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	NO	VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
	2	331,174.49	0.00	0.00

TOTAL DRAWS: 0

UNITID: 01	BANK: 11	TOTAL	110	5,670,192.40	0.00	5,670,192.40
BANK: 11	TOTALS:		110	5,670,192.40	0.00	5,670,192.40
REPORT TOTALS:			110	5,670,192.40	0.00	5,670,192.40

SELECTION CRITERIA

VENDOR SET: 01 BUDAPE WATER COMMISSON

VENDOR: ALL

DATE RANGE Include: 11

CHECK: ALL

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE 2/01/2009 THRU 2/26/2009

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: NO

PRINT OPTIONS

SEQUENCE VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT V.I. NO

EXCLUDED ONLY: NO

MINIMAL ONLY: NO

FOR COMMENTS: NO

PRINT FILTER: NO

CHECK STATUS: W

PRINT STATUS: * ALL

Please join MWH at the ISAWWA/IWEA
2009 JOINT WATER CONFERENCE & EXPO
 MARCH 16-19, 2009
 CROWN PLAZA HOTEL
 Springfield, Illinois

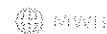
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**WATER CONSERVATION
 PROTECTS WATER RESOURCES
 IN DUPAGE COUNTY**

presented by
 Catherine Hudry, P.E., Senior Civil Engineer, MWH
 with Terry McGehee, Manager of Operations,
 DuPage Water Commission
 Tuesday, March 17, 2009
 4 p.m., Water Management, Ruby Room



**CAN WE REMOVE A UTILITY FROM
 THE GRID? The Future of Renewable Energy
 in Water and Wastewater Utilities**

presented by
 Dr. John Norton, Jr.,
 Senior Consulting Engineer, MWH
 Wednesday, March 18, 2009
 9 a.m., Joint Sustainability, Ruby Room

Mr. Robert L. Martin
 General Manager
 DuPage Water Commission
 600 E. Butterfield Road
 Elmhurst, IL 60126-4642