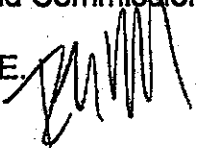




# DuPage Water Commission

## MEMORANDUM

**TO:** Chairman Rathje and Commissioners

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

**DATE:** October 6, 2009

**SUBJECT:** Supplemental Board Package Material

Attached please find the following:

1. Treasurer's Report
2. Corrected A/P History Check Report reflecting only the month of September
3. Memorandum dated October 6, 2009 regarding letter from Douglas Krieger
4. Memorandum dated October 6, 2009 regarding 75<sup>th</sup> Street, Naperville Relocation
  - a. Payment Under Protest Option for Resolution No. R-64-09
  - b. Full Reimbursement Option for Resolution No. R-64-09

DU PAGE WATER COMMISSION  
 TREASURER'S REPORT  
 STATEMENT OF REVENUES & EXPENDITURES  
 September 30, 2009

REVENUE	CURRENT MONTH			YEAR TO DATE		
	FY 2010	FY 2009	INC - (DEC)	FY 2010	FY 2009	INC - (DEC)
WATER SALES	\$ 6,527,860	3,718,948	1,808,914	18,377,594	16,588,680	1,808,914
SALES TAX	2,535,073	2,893,158	(458,081)	13,659,646	14,117,727	(458,081)
INVESTMENT INCOME	75,099	60,383	14,716	598,656	583,870	14,716
OTHER INCOME	-	-	-	-	-	-
<b>TOTAL REVENUE</b>	<b>8,138,034</b>	<b>6,772,489</b>	<b>1,365,549</b>	<b>32,635,826</b>	<b>31,270,277</b>	<b>1,365,549</b>
<b>EXPENDITURES</b>						
PERSONAL SERVICES	348,174	337,808	10,268	1,678,029	1,667,781	10,268
PROFESSIONAL SERVICES	20,373	71,440	(51,067)	150,286	201,363	(51,067)
CONTRACTUAL SERVICES	10,115	6,481	3,634	48,031	42,387	3,634
INSURANCE	8,768	8,247	539	59,638	59,399	539
WATER SUPPLY COSTS	6,049,321	5,680,088	369,233	24,477,407	24,108,172	369,235
BOND PRINCIPAL & INTEREST EXPENSE	633,138	833,450	(200,312)	12,345,881	12,641,293	(295,312)
LAND AND RIGHT OF WAY	-	-	-	-	-	-
CAPITAL EQUIPMENT PURCHASES	2,027,498	68,707	1,950,789	2,415,888	455,089	1,960,789
<b>TOTAL EXPENDITURES</b>	<b>8,102,403</b>	<b>7,104,317</b>	<b>1,998,086</b>	<b>41,173,570</b>	<b>39,178,484</b>	<b>1,998,086</b>
REBATES	-	-	-	-	40,000,000	(40,000,000)
TRANSFER TO OTHER GOVERNMENTS	-	-	-	-	-	-
<b>NET INCREASE / (DECREASE) IN FUNDS</b>	<b>(964,369)</b>	<b>(331,832)</b>	<b>(632,637)</b>	<b>(8,537,744)</b>	<b>(47,905,207)</b>	<b>39,367,463</b>



# DuPage Water Commission

## MEMORANDUM

TO: Robert Martin, General Manager  
FROM: Rick Skiba, Consultant  
DATE: October 5, 2009 Revised  
SUBJECT: Financial Report – September

- Sales are \$1.2 million (45.7%) more than the same month for last fiscal year. Year-to-date sales are \$5.3 million (36.5%) more than last fiscal year.
- Purchases are \$0.7 million (18.1%) more than the same month for last fiscal year and year-to-date are \$2.2 million (10.0%) more than last fiscal year.
- September sales tax collections (June sales) were \$0.5 million (15.3%) less than the same period last fiscal year. Year-to-date sales tax collections are \$2.4 million (17.3%) less than last fiscal year.

Following is a summary of the Historical Check Report and Accounts Payable for the September 10, 2009 Commission meeting:

August A/P History Check Report (1)		\$8,169,187.44
Divane Bros. Electric Co.	22,830.68	
Holland & Knight	2,597.78	
A/P Regular Open Item Register		<u>30,805.21</u>
	Total	<u>\$8,199,992.65</u>

1) Previously authorized.

cc: Chairman and Commissioners

Financial Report -- 2009.10

VENDOR SET: 01 DuPage Water Commission

BANK: \* ALL BANKS

DATE RANGE: 9/01/2009 THRU 9/30/2009

# Items Paid

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	9/24/2009			005887		

**\*\* T O T A L S \*\***

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
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

	NO	VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	1	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	1	0.00	0.00	0.00
BANK:	TOTALS:		1	0.00	0.00	0.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 9/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1294	ACCOUNTEMPS							
I-24348791	ACCOUNTEMPS	R	9/24/2009	866.70		005870		866.70
			*** VENDOR TOTALS ***			1 CHECKS		866.70
1460	ACRES GROUP							
I-AEI_0075990	LANDSCAPE MAINT: SEP 2009	R	9/11/2009	3,075.00		005811		
I-AEI_0076393	LANDSCAPE MAINT: SEPT 2009	R	9/11/2009	800.00		005811		3,875.00
1460	ACRES GROUP							
I-AEI_0073331	LANDSCAPE MAINTENANCE SEP 09	R	9/24/2009	3,075.00		005871		3,075.00
			*** VENDOR TOTALS ***			2 CHECKS		6,950.00
1169	ADT SECURITY SERVICES INC.							
I-00043534	FIRE ALARM SYSTEM OCT-DEC 09	R	9/24/2009	118.10		005872		118.10
			*** VENDOR TOTALS ***			1 CHECKS		118.10
1663	AECOM							
I-60096730-03	HYDRAULIC ANALYSIS 07/04-07/31	R	9/11/2009	1,369.06		005812		1,369.06
1663	AECOM							
I-60103108-01	LARAMIE AVENUE VIADUCT	R	9/24/2009	2,253.70		005873		2,253.70
			*** VENDOR TOTALS ***			2 CHECKS		3,622.76
1291	ALEXANDER CHEMICAL CORPORATION							
I-0421480	SODIUM HYPOCHLORITE	R	9/24/2009	1,923.50		005874		1,923.50
			*** VENDOR TOTALS ***			1 CHECKS		1,923.50
1459	ALPHA BUILDING MAINTENANCE SBR							
I-9914 DWC	JANITORIAL SERVICE: SEP 2009	R	9/11/2009	1,484.00		005813		1,484.00
			*** VENDOR TOTALS ***			1 CHECKS		1,484.00
1516	ARAMARK REFRESHMENT SERVICES							
I-523394	OFFICE SUPPLIES	R	9/11/2009	88.97		005814		88.97
			*** VENDOR TOTALS ***			1 CHECKS		88.97
1397	AT&T							
I-200909032312	DPPS PHONE SERVICE	R	9/11/2009	493.31		005815		493.31
1397	AT&T							
I-630894072509	DPPS PHONE SVC AUG 5 TO SEP 4	R	9/24/2009	27.43		005875		27.43
			*** VENDOR TOTALS ***			2 CHECKS		520.74
1393	AT&T LONG DISTANCE							
I-200909112320	DPPS LONG DISTANCE SERV: JUL09	R	9/11/2009	146.68		005816		146.68
			*** VENDOR TOTALS ***			1 CHECKS		146.68

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 9/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1015	AUTOZONE, INC.							
I-2568951580	BOSESMANN HMK FUSE HOLDER	R	9/24/2009	2.99		005876		2.99
	*** VENDOR TOTALS ***					1 CHECKS		2.99
1585	BLACK BOX CORPORATION							
I-254803	FIBER OPTIC JUMBER, MULTIMODE	R	9/24/2009	245.15		005877		245.15
	*** VENDOR TOTALS ***					1 CHECKS		245.15
1308	BLACKOUT SEALCOATING, INC.							
I-09-10480	SEALCOAT PARKING LOT	R	9/11/2009	765.00		005817		
I-09-10482	SEALCOAT PARKING LOT	R	9/11/2009	640.00		005817		
I-09-10483	SEALCOAT PARKING LOT	R	9/11/2009	405.00		005817		1,810.00
	*** VENDOR TOTALS ***					1 CHECKS		1,810.00
1000	BLUE CROSS/BLUE SHIELD OF ILLI							
I-200909242336	HEALTH INS:OCTOBER 2009	R	9/24/2009	44,972.33		005878		44,972.33
	*** VENDOR TOTALS ***					1 CHECKS		44,972.33
1649	BLUE DOT SOLUTIONS							
I-9902	BATTERY CHARGER	R	9/11/2009	270.86		005818		270.86
	*** VENDOR TOTALS ***					1 CHECKS		270.86
1461	BUSINESS CARD							
I-200909242330	MCGHEE - SEPTEMBER 09	R	9/24/2009	150.00		005879		
I-200909242331	MARTIN - SEPTEMBER 09	R	9/24/2009	962.44		005879		1,112.44
	*** VENDOR TOTALS ***					1 CHECKS		1,112.44
1134	CITY OF CHICAGO DEPARTMENT OF							
I-200909102318	LEXINGTON ELECTRIC 06/29-08/02	R	9/11/2009	160,901.75		005819		160,901.75
	*** VENDOR TOTALS ***					1 CHECKS		160,901.75
1135	CITY OF CHICAGO SUPERINTENDENT							
I-200909032313	WATER BILLING: AUG 2009	R	9/11/2009	5,293,045.95		005820		5,293,045.95
	*** VENDOR TOTALS ***					1 CHECKS		5,293,045.95
1179	CHICAGO TRIBUNE							
I-200909112319	ADVERTISEMENT	R	9/11/2009	6,748.40		005821		6,748.40
	*** VENDOR TOTALS ***					1 CHECKS		6,748.40
1091	CINTAS FIRST AID & SAFETY							
I-0343591743	FIRST AID SUPPLIES	R	9/24/2009	79.88		005880		79.88
	*** VENDOR TOTALS ***					1 CHECKS		79.88

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 9/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1433	COM ED							
I-200909142321	IMPROV. TO EMER. GEN. FACILITY	R	9/14/2009	477,000.00		005866		477,000.00
			*** VENDOR TOTALS ***			1 CHECKS		477,000.00
1009	COMED							
I-200909212327	METER STATION ELECTRIC SERVICE	R	9/24/2009	8,405.65		005881		8,405.65
			*** VENDOR TOTALS ***			1 CHECKS		8,405.65
1569	EDWARD COUGHLIN							
I-200909212324	SECURITY 09/02 & 09/10	R	9/24/2009	162.50		005882		162.50
			*** VENDOR TOTALS ***			1 CHECKS		162.50
1333	DATA FLOW							
I-53200	OFFICE SUPPLIES	R	9/24/2009	42.30		005883		42.30
			*** VENDOR TOTALS ***			1 CHECKS		42.30
1239	DIVANE BROS. ELECTRIC CO.							
I-QRE4/004A	RELOCATE LIGHT FIXTURE-PUMP RM	R	9/24/2009	5,264.16		005868		5,264.16
			*** VENDOR TOTALS ***			1 CHECKS		5,264.16
1149	DOVALCO, INC.							
I-20644	KEY NEEDED/ SEAT REMOVAL TOOL	R	9/24/2009	240.85		005884		240.85
			*** VENDOR TOTALS ***			1 CHECKS		240.85
1674	ECO PROMOTIONAL PRODUCTS, INC							
I-10104	RECYCLED GAUGE/LEAK DET TABLET	R	9/24/2009	1,127.60		005885		
I-10151	RECYCLED MAIN GAUGE/MAGNET	R	9/24/2009	739.84		005885		
I-10166	RECYCLED GAUGE/MAGNET	R	9/24/2009	512.04		005885		2,379.48
			*** VENDOR TOTALS ***			1 CHECKS		2,379.48
1654	ELECSYS CORPORATION							
I-81204	DEFAULT CP GROUP MESSAGES	R	9/11/2009	66.00		005822		66.00
			*** VENDOR TOTALS ***			1 CHECKS		66.00
1686	ELECTRICAL SYSTEMS, INC							
I-8568	VALVE ACTUATOR REPLACEMENT	R	9/21/2009	77,076.00		005867		77,076.00
			*** VENDOR TOTALS ***			1 CHECKS		77,076.00
1097	ELMHURST PLAZA STANDARD INC.							
I-12701A	GASOLINE	R	9/11/2009	33.94		005823		
I-13595	GASOLINE	R	9/11/2009	33.28		005823		
I-13908	GASOLINE	R	9/11/2009	14.88		005823		
I-14050	GASOLINE	R	9/11/2009	55.60		005823		
I-14192	GASOLINE	R	9/11/2009	67.00		005823		
I-14202	GASOLINE	R	9/11/2009	26.07		005823		
I-14240	GASOLINE	R	9/11/2009	89.72		005823		
I-14664	GASOLINE	R	9/11/2009	42.70		005823		
I-14725	GASOLINE	R	9/11/2009	40.20		005823		

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 9/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
I-14938	GASOLINE	R	9/11/2009	24.82		005823		
I-14977	GASOLINE	R	9/11/2009	40.48		005823		
I-19356	GASOLINE	R	9/11/2009	35.29		005823		503.98
1097	ELMHURST PLAZA STANDARD INC.							
I-11386A	GASOLINE	R	9/24/2009	39.60		005886		
I-11387	GASOLINE	R	9/24/2009	75.21		005886		
I-11438	GASOLINE	R	9/24/2009	39.62		005886		
I-11612	GASOLINE	R	9/24/2009	24.70		005886		
I-11896	GASOLINE	R	9/24/2009	40.25		005886		
I-11954	GASOLINE	R	9/24/2009	53.04		005886		
I-12182	GASOLINE	R	9/24/2009	86.00		005886		
I-12667A	GASOLINE	R	9/24/2009	88.17		005886		
I-12795	GASOLINE	R	9/24/2009	57.45		005886		
I-12798A	GASOLINE	R	9/24/2009	69.42		005886		
I-13082	GASOLINE	R	9/24/2009	27.59		005886		
I-13101	GASOLINE	R	9/24/2009	39.70		005886		
I-13130	GASOLINE	R	9/24/2009	32.52		005886		
I-13290	GASOLINE	R	9/24/2009	45.18		005886		
I-13333	GASOLINE	R	9/24/2009	26.50		005886		
I-14059	GASOLINE	R	9/24/2009	52.11		005886		
I-14733	GASOLINE	R	9/24/2009	68.99		005886		
I-14898	GASOLINE	R	9/24/2009	44.02		005886		
I-14944	GASOLINE	R	9/24/2009	69.00		005886		
I-15457	GASOLINE	R	9/24/2009	42.74		005886		
I-16207	GASOLINE	R	9/24/2009	26.04		005886		
I-16427	GASOLINE	R	9/24/2009	25.41		005886		
I-16591	GASOLINE	R	9/24/2009	43.82		005886		
I-16610	GASOLINE	R	9/24/2009	45.10		005886		
I-16671	GASOLINE	R	9/24/2009	66.24		005886		
I-16697	GASOLINE	R	9/24/2009	48.90		005886		
I-16720	GASOLINE	R	9/24/2009	43.63		005886		
I-17200	GASOLINE	R	9/24/2009	38.35		005886		
I-17760	GASOLINE	R	9/24/2009	30.67		005886		
I-17813A	GASOLINE	R	9/24/2009	46.15		005886		
I-17830	GASOLINE	R	9/24/2009	33.50		005886		
I-17840A	GASOLINE	R	9/24/2009	77.55		005886		
I-17857	GASOLINE	R	9/24/2009	56.00		005886		
I-17956	GASOLINE	R	9/24/2009	72.91		005886		
I-18395	GASOLINE	R	9/24/2009	76.00		005886		
I-18405	GASOLINE	R	9/24/2009	61.97		005886		
I-18445	GASOLINE	R	9/24/2009	67.78		005886		
I-18778	GASOLINE	R	9/24/2009	44.01		005886		
I-19051	GASOLINE	R	9/24/2009	23.98		005886		
I-19070	GASOLINE	R	9/24/2009	53.18		005886		
I-19119	GASOLINE	R	9/24/2009	67.01		005886		
I-19263	GASOLINE	R	9/24/2009	49.36		005886		
I-19328	GASOLINE	R	9/24/2009	40.00		005886		



VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 9/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-19342	GASOLINE	R	9/24/2009	35.09		005886		
I-19586	GASOLINE	R	9/24/2009	45.44		005886		
I-19876	GASOLINE	R	9/24/2009	24.72		005886		2,264.62
*** VENDOR TOTALS ***						2 CHECKS		2,768.60
1446	EN ENGINEERING, LLC							
I-24996	ANNUAL CLOSE INTERVAL SVY	R	9/11/2009	12,720.44		005824		
I-25164	CRCUC REPRESENT	R	9/11/2009	1,389.50		005824		
I-25165	STATIC INT TST	R	9/11/2009	865.31		005824		
I-25172	IND. CORROSION ASSISTANCE	R	9/11/2009	26,510.48		005824		
I-25173	ANNUAL TEST POINT SURVEY	R	9/11/2009	30,433.89		005824		
I-25174	ANNUAL CLOSE INTERVAL SVY	R	9/11/2009	1,488.15		005824		73,407.87
1446	EN ENGINEERING, LLC							
I-25174A	ANNUAL CLOSE INTERVAL SVY	R	9/24/2009	8,436.09		005888		
I-25296	IND CORROSION ASSISTANCE	R	9/24/2009	8,483.44		005888		
I-25298	ANNUAL TEST POINT SURVEY	R	9/24/2009	3,750.17		005888		
I-25299	ANNUAL CLOSE INTERVAL SVY	R	9/24/2009	13,907.37		005888		34,577.07
*** VENDOR TOTALS ***						2 CHECKS		107,984.94
1159	ENVISION HEALTHCARE, INC.							
I-104642	ADMIN FEES : SEP 2009	R	9/11/2009	126.00		005825		126.00
*** VENDOR TOTALS ***						1 CHECKS		126.00
1358	EUCLID MANAGERS							
I-200909242334	DENTAL INS: OCTOBER 09	R	9/24/2009	4,179.84		005889		4,179.84
*** VENDOR TOTALS ***						1 CHECKS		4,179.84
1578	EKELON ENERGY INC.							
I-1567523	DPPS ELECTRIC SERVICE:8/2-8/31	R	9/11/2009	217,798.19		005826		217,798.19
*** VENDOR TOTALS ***						1 CHECKS		217,798.19
1065	FEDEX							
I-9-308-81480	OVERNIGHT MAIL	R	9/11/2009	1,178.21		005827		1,178.21
*** VENDOR TOTALS ***						1 CHECKS		1,178.21
1055	GRAINGER							
I-9069290931	MAINTENANCE SUPPLIES	R	9/11/2009	70.81		005828		70.81
1055	GRAINGER							
I-9072438428	20 AMP POWER STRIP	R	9/24/2009	156.24		005890		
I-9075042565	MAINTENANCE SUPPLIES	R	9/24/2009	118.92		005890		272.16
*** VENDOR TOTALS ***						2 CHECKS		342.97

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 9/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1399	GREELEY AND HANSEN							
I-294458	LEE PS GENERATION FACILITIES	R	9/11/2009	280,914.25		005829		
I-294460	LEXINGTON PS PHOTOVOLTAIC CELL	R	9/11/2009	68,082.59		005829		318,996.84
	*** VENDOR TOTALS ***					1 CHECKS		318,996.84
1197	HD SUPPLY WATERWORKS, LTD.							
I-9396193	METER TESTING SUPPLIES	R	9/24/2009	119,123.00		005891		119,123.00
	*** VENDOR TOTALS ***					1 CHECKS		119,123.00
1101	HOLLAND & KNIGHT LLP							
I-2422951	LEGAL SERVICES: JULY 2009	R	9/11/2009	4,000.70		005830		4,000.70
	*** VENDOR TOTALS ***					1 CHECKS		4,000.70
2050	HOME DEPOT CREDIT SERVICES							
C-2173655	METER STATION MAINTENANCE	R	9/11/2009	173.45CR		005831		
C-7170683	MAINTENANCE SUPPLIES	R	9/11/2009	49.26CR		005831		
C-9170512	MAINTENANCE SUPPLIES	R	9/11/2009	10.58CR		005831		
C-9325512	MAINTENANCE SUPPLIES	R	9/11/2009	63.48CR		005831		
I-0025655	MAINTENANCE SUPPLIES	R	9/11/2009	162.75		005831		
I-1021832	MAINTENANCE SUPPLIES	R	9/11/2009	12.45		005831		
I-1085894	METER STATION MAINTENANCE	R	9/11/2009	101.83		005831		
I-2012944	MAINTENANCE SUPPLIES	R	9/11/2009	209.00		005831		
I-2012946	MAINTENANCE SUPPLIES	R	9/11/2009	85.78		005831		
I-2021298	METER STATION MAINTENANCE	R	9/11/2009	197.35		005831		
I-3040032	METER STATION MAINTENANCE	R	9/11/2009	407.37		005831		
I-3134439	METER STATION MAINTENANCE	R	9/11/2009	29.94		005831		
I-4040446	MAINTENANCE SUPPLIES	R	9/11/2009	26.51		005831		
I-5020617	MAINTENANCE SUPPLIES	R	9/11/2009	57.49		005831		
I-6020409	MAINTENANCE SUPPLIES	R	9/11/2009	29.73		005831		
I-6084789	METER STATION MAINTENANCE	R	9/11/2009	21.92		005831		
I-7020061	MAINTENANCE SUPPLIES	R	9/11/2009	82.51		005831		
I-7020315	MAINTENANCE SUPPLIES	R	9/11/2009	37.93		005831		
I-7058375	MAINTENANCE SUPPLIES	R	9/11/2009	49.26		005831		
I-7170685	MAINTENANCE SUPPLIES	R	9/11/2009	45.81		005831		
I-8011158	MAINTENANCE SUPPLIES	R	9/11/2009	209.00		005831		
I-8023452	METER STATION MAINTENANCE	R	9/11/2009	19.89		005831		
I-8582191	MAINTENANCE SUPPLIES	R	9/11/2009	23.42		005831		
I-9024462	METER STATION MAINTENANCE	R	9/11/2009	13.92		005831		
I-9024725	MAINTENANCE SUPPLIES	R	9/11/2009	310.06		005831		
I-9040238	MAINTENANCE SUPPLIES	R	9/11/2009	101.89		005831		
I-9132583	MAINTENANCE SUPPLIES	R	9/11/2009	239.83		005831		
I-9282683	MAINTENANCE SUPPLIES	R	9/11/2009	66.96		005831		2,245.23
	*** VENDOR TOTALS ***					1 CHECKS		2,245.23

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 9/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1607	HOUSE OF GLASS							
I-17666	CLEAR MIRROR W/ CHROME SIDES	R	9/11/2009	582.12		005832		582.12
	*** VENDOR TOTALS ***					1 CHECKS		582.12
1425	HR PLUS							
I-4146145	BACKGROUND CHECKS	R	9/24/2009	944.33		005892		944.33
	*** VENDOR TOTALS ***					1 CHECKS		944.33
1057	HSQ TECHNOLOGY							
I-06-1679-9696	SCADA / INSTRUMENTATION	R	9/11/2009	1,211.57		005833		1,211.57
	*** VENDOR TOTALS ***					1 CHECKS		1,211.57
1225	IKON OFFICE SOLUTIONS							
I-5012226160	COPIER USAGE : 07/25/-08/24/09	R	9/11/2009	439.11		005834		439.11
	*** VENDOR TOTALS ***					1 CHECKS		439.11
1082	ILLINOIS PAPER & COPIER CO.							
I-530112-000	OFFICE SUPPLIES	R	9/11/2009	231.60		005835		231.60
	*** VENDOR TOTALS ***					1 CHECKS		231.60
1053	ILLINOIS PUBLIC RISK FUND							
I-200909242335	WORKERS COMPENSATION INSURANCE	R	9/24/2009	8,786.00		005893		8,786.00
	*** VENDOR TOTALS ***					1 CHECKS		8,786.00
1063	ILLINOIS SECTION AWWA							
I-6254	BASIC WATER QUALITY-R.CARDENAS	R	9/11/2009	50.00		005836		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
1675	INDUSTRIAL CORK CO., INC.							
I-30017-IN	MAINTENANCE SUPPLIES	R	9/11/2009	2,354.40		005837		2,354.40
	*** VENDOR TOTALS ***					1 CHECKS		2,354.40
1496	INFOR GLOBAL SOLUTIONS, INC.							
I-40969-0001	INFOR GLOBAL SOLUTIONS, INC.	R	9/11/2009	1,100.82		005838		1,100.82
	*** VENDOR TOTALS ***					1 CHECKS		1,100.82
1152	INSIGHT PUBLIC SECTOR							
C-1100102572	ACCY TRAY LASERJET-P3005	R	9/24/2009	149.89CR		005894		
I-1100108200	RAM 1GB/DDR2 SDRAM	R	9/24/2009	347.04		005894		197.15
	*** VENDOR TOTALS ***					1 CHECKS		197.15
1104	ITG SOLUTIONS, INC.							
I-92535	CHECKED CHILLER/BOILER PROGRAM	R	9/24/2009	140.00		005895		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 9/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1880	J&A SALES, INC.							
I-906404	METER STATION MAINTENANCE	R	9/24/2009	216.77		005896		216.77
	*** VENDOR TOTALS ***					1 CHECKS		216.77
1032	JULIE, INC.							
I-08090444	UTILITY LOCATES	R	9/24/2009	5,481.25		005897		5,481.25
	*** VENDOR TOTALS ***					1 CHECKS		5,481.25
1196	KARA COMPANY, INC.							
I-255013	VERIZON DATA LINE GPS DATA	R	9/11/2009	60.70		005839		60.70
	*** VENDOR TOTALS ***					1 CHECKS		60.70
1195	LESMA INSTRUMENT COMPANY							
I-1/582301	CABLE FOR PH ANALYZER	R	9/11/2009	15.00		005840		15.00
1195	LESMA INSTRUMENT COMPANY							
I-1/582301A	SHIPPING CHGS FOR CONNECTOR	R	9/24/2009	9.40		005898		9.40
	*** VENDOR TOTALS ***					2 CHECKS		24.40
1618	LIFT WORKS, INC.							
I-102317	20' CONTAINER RENTAL	R	9/11/2009	75.00		005841		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
1054	MCMASTER-CARR SUPPLY COMPANY							
I-36156624	MAINTENANCE SUPPLIES	R	9/11/2009	23.48		005842		
I-36239809	MAINTENANCE SUPPLY	R	9/11/2009	23.48		005842		46.96
	*** VENDOR TOTALS ***					1 CHECKS		46.96
1069	MEL'S ACE HARDWARE							
I-410448/4	MAINTENANCE SUPPLIES	R	9/11/2009	30.10		005843		
I-410455/4	MAINTENANCE SUPPLIES	R	9/11/2009	53.09		005843		
I-410456/4	MAINTENANCE SUPPLIES	R	9/11/2009	11.23		005843		
I-410460/4	MAINTENANCE SUPPLIES	R	9/11/2009	0.21		005843		
I-410501/4	MAINTENANCE SUPPLIES	R	9/11/2009	49.43		005843		
I-410551/4	MAINTENANCE SUPPLIES	R	9/11/2009	23.19		005843		
I-410562/4	PIPELINE SUPPLIES	R	9/11/2009	6.82		005843		
I-410600/4	MAINTENANCE SUPPLIES	R	9/11/2009	34.13		005843		
I-410607/4	MAINTENANCE SUPPLIES	R	9/11/2009	63.31		005843		
I-410608/4	MAINTENANCE SUPPLIES	R	9/11/2009	10.79		005843		
I-410617/4	MAINTENANCE SUPPLIES	R	9/11/2009	43.85		005843		
I-410634/4	MAINTENANCE SUPPLIES	R	9/11/2009	60.50		005843		
I-410644/4	MAINTENANCE SUPPLIES	R	9/11/2009	20.32		005843		
I-410683/4	METER STATION MAINTENANCE	R	9/11/2009	31.44		005843		
I-410688/4	MAINTENANCE SUPPLIES	R	9/11/2009	13.48		005843		
I-410691/4	MAINTENANCE SUPPLIES	R	9/11/2009	15.63		005843		
I-410699/4	MAINTENANCE SUPPLIES	R	9/11/2009	6.96		005843		
I-410736/4	MAINTENANCE SUPPLIES	R	9/11/2009	6.74		005843		
I-410739/4	MAINTENANCE SUPPLIES	R	9/11/2009	15.28		005843		

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 9/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-410775/4	MAINTENANCE SUPPLIES	R	9/11/2009	16.45		005843		
I-410791/4	MAINTENANCE SUPPLIES	R	9/11/2009	44.49		005843		557.44
			*** VENDOR TOTALS ***			1 CHECKS		557.44
1051	MENARDS - HILLSIDE							
I-132	MAINTENANCE SUPPLIES	R	9/11/2009	6.01		005844		
I-721	MAINTENANCE SUPPLIES	R	9/11/2009	19.76		005844		
I-724	MAINTENANCE SUPPLIES	R	9/11/2009	4.69		005844		
I-910	MAINTENANCE SUPPLIES	R	9/11/2009	1.19		005844		
I-97091	MAINTENANCE SUPPLIES	R	9/11/2009	26.97		005844		
I-97726	MAINTENANCE SUPPLIES	R	9/11/2009	18.19		005844		
I-98003	MAINTENANCE SUPPLIES	R	9/11/2009	12.92		005844		
I-99038	MAINTENANCE SUPPLIES	R	9/11/2009	99.92		005844		
I-99168	MAINTENANCE SUPPLIES	R	9/11/2009	82.13		005844		271.78
			*** VENDOR TOTALS ***			1 CHECKS		271.78
1073	NETTLER-TOLEDO, INC.							
I-15600019611	SEMI ANNUAL MS TANK SCALE CAL	R	9/24/2009	1,858.00		005899		1,858.00
			*** VENDOR TOTALS ***			1 CHECKS		1,858.00
1074	MICRO CENTER							
I-2055440	COMPUTER SUPPLIES	R	9/11/2009	79.98		005845		
I-2064383	COMPUTER SUPPLIES	R	9/11/2009	34.96		005845		114.94
			*** VENDOR TOTALS ***			1 CHECKS		114.94
1327	MICRO TRAIN							
I-80209	TRAINING COUPONS	R	9/24/2009	2,250.00		005900		
I-80210	TRAINING	R	9/24/2009	700.00		005900		2,950.00
			*** VENDOR TOTALS ***			1 CHECKS		2,950.00
1021	NAPERVILLE, CITY OF							
I-200909032314	METER STATION ELECTRIC	R	9/11/2009	37.57		005846		37.57
1021	NAPERVILLE, CITY OF							
I-200909212325	METER STATION ELECTRIC	R	9/24/2009	34.86		005901		
I-200909212326	METER STATION ELECTRIC	R	9/24/2009	37.10		005901		71.96
			*** VENDOR TOTALS ***			2 CHECKS		109.53
1108	NEENAH FOUNDRY COMPANY							
I-66154	MANHOLE FRAMES & LIDS	R	9/11/2009	7,565.92		005847		7,565.92
			*** VENDOR TOTALS ***			1 CHECKS		7,565.92
1373	NEUCO INC.							
I-569320	MAINTENANCE SUPPLIES	R	9/24/2009	118.71		005902		118.71
			*** VENDOR TOTALS ***			1 CHECKS		118.71

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 9/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1020	NETEL COMMUNICATIONS							
I-648652511-091	CELL PHONE SERV 08-09 TO 09-08	R	9/24/2009	1,909.20		005903		1,909.20
				*** VENDOR TOTALS ***		1 CHECKS		1,909.20
1111	NICOR GAS							
I-200909232328	DPPS SERVICE 07-17 TO 09-17-09	R	9/24/2009	599.79		005904		599.79
				*** VENDOR TOTALS ***		1 CHECKS		599.79
1395	OFFICE DEPOT							
I-486951316001	OFFICE SUPPLIES	R	9/11/2009	158.44		005848		
I-486952073001	OFFICE SUPPLIES	R	9/11/2009	175.04		005848		333.48
1395	OFFICE DEPOT							
I-486811246001	OFFICE SUPPLIES	R	9/24/2009	224.43		005905		224.43
				*** VENDOR TOTALS ***		2 CHECKS		557.91
1584	OFFICE MAX INCORPORATED							
I-596772	OFFICE SUPPLIES	R	9/11/2009	144.48		005849		
I-802081	OFFICE SUPPLIES	R	9/11/2009	162.26		005849		306.74
1584	OFFICE MAX INCORPORATED							
I-072646	SCIENCE CALCULATOR	R	9/24/2009	13.94		005906		
I-189294	OFFICE SUPPLIES	R	9/24/2009	62.95		005906		
I-865448	JACKET FILE FOLDER	R	9/24/2009	42.82		005906		
I-956724	AT A GLANCE CALENDAR	R	9/24/2009	24.94		005906		144.65
				*** VENDOR TOTALS ***		2 CHECKS		451.39
1279	PETERS & ASSOCIATES							
I-40386	HYPER V SERVER BUILD	R	9/24/2009	600.00		005907		
I-40438	HYPER V SERVER BUILD	R	9/24/2009	4,125.00		005907		4,725.00
				*** VENDOR TOTALS ***		1 CHECKS		4,725.00
1114	PITNEY BOWES							
I-5795233-SP09	POSTAGE METER RENTAL	R	9/24/2009	537.00		005908		537.00
				*** VENDOR TOTALS ***		1 CHECKS		537.00
1289	FRAKRAIR DISTRIBUTION INC.							
I-34160166	MAINTENANCE SUPPLIES	R	9/11/2009	286.52		005850		286.52
				*** VENDOR TOTALS ***		1 CHECKS		286.52
1280	PRIMERA							
I-0022434	COMPUTER ROOM HVAC UPGRADES	R	9/24/2009	1,728.95		005909		
I-22319	COMPUTER ROOM HVAC UPGRADES	R	9/24/2009	1,607.58		005909		3,336.53
				*** VENDOR TOTALS ***		1 CHECKS		3,336.53

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 9/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1664	PROGRAM ONE PROFESSIONAL BUILD							
I-5113	WINDOW CLEANING - 8/21/09	R	9/11/2009	150.00		005851		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
1636	R CARLSON AND SONS							
I-6	PSD 6A/08 PARTIAL PAYMENT #6	R	9/29/2009	155,912.40		005916		155,912.40
	*** VENDOR TOTALS ***					1 CHECKS		155,912.40
1059	RED WING SHOE STORE							
I-450000003263	SAFETY BOOTS	R	9/11/2009	135.99		005852		135.99
	*** VENDOR TOTALS ***					1 CHECKS		135.99
1137	ROSSI CONTRACTORS, INC.							
I-QR8-014B	REPAIR MAIN-75TH & WASHINGTON	R	9/11/2009	1,980.00		005853		1,980.00
	*** VENDOR TOTALS ***					1 CHECKS		1,980.00
1044	ROYAL GRAPHICS PRINTERS							
I-72948	DUPAGE WATER LETTERHEAD	R	9/24/2009	470.74		005910		470.74
	*** VENDOR TOTALS ***					1 CHECKS		470.74
1523	SAF-T-GARD INTERNATIONAL, INC.							
I-1456815-00	METER STATION MAINTENANCE	R	9/11/2009	170.94		005854		170.94
	*** VENDOR TOTALS ***					1 CHECKS		170.94
1041	SEECO CONSULTANTS, INC.							
I-517	MATERIAL TESTING	R	9/11/2009	13,783.76		005855		13,783.76
	*** VENDOR TOTALS ***					1 CHECKS		13,783.76
1043	SCOOPER LUBE							
I-161618	VEHICLE MAINTENANCE	R	9/11/2009	37.45		005856		
I-162012	VEHICLE MAINTENANCE	R	9/11/2009	36.20		005856		
I-162219	VEHICLE MAINTENANCE	R	9/11/2009	34.95		005856		
I-162372	VEHICLE MAINTENANCE	R	9/11/2009	53.19		005856		161.79
	*** VENDOR TOTALS ***					1 CHECKS		161.79
1040	SPECIALTY MAT SERVICE							
I-507124	MAT SERVICES: 08/13/09	R	9/11/2009	55.40		005857		
I-508741	MAT SERVICES - 08/27/09	R	9/11/2009	55.40		005857		110.80
	*** VENDOR TOTALS ***					1 CHECKS		110.80
1668	SFROVIERI'S							
I-113596-2	COUNTER TOPS - FINAL PAYMENT	R	9/11/2009	3,094.00		005858		3,094.00
	*** VENDOR TOTALS ***					1 CHECKS		3,094.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 9/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1593	STATE DISBURSEMENT UNIT							
I-200906042182	STATE DISBURSEMENT UNIT	R	9/11/2009	384.66		005859		384.66
	*** VENDOR TOTALS ***					1 CHECKS		384.66
1656	STORAGE POWER BATTERY, INC							
C-2400	JUNK CREDIT	R	9/24/2009	76.00CR		005911		
I-2401	STORAGE POWER BATTERY, INC	R	9/24/2009	1,440.00		005911		1,364.00
	*** VENDOR TOTALS ***					1 CHECKS		1,364.00
1084	TELESPAN							
I-216466	TELECONFERENCE CHARGES	R	9/11/2009	10.71		005860		10.71
	*** VENDOR TOTALS ***					1 CHECKS		10.71
1080	TYLER TECHNOLOGIES							
C-3397	ANNUAL SOFTWARE MAINTENANCE	R	9/24/2009	28.00CR		005912		
I-68941	ANNUAL SOFTWARE MAINTENANCE	R	9/24/2009	2,583.00		005912		
I-81146	ANNUAL SOFTWARE MAINTENANCE	R	9/24/2009	2,582.00		005912		5,237.00
	*** VENDOR TOTALS ***					1 CHECKS		5,237.00
1282	U.S. POSTAL SERVICE (POSTAGE-B							
I-200909242332	POSTAGE METER REPLENISHMENT	R	9/24/2009	3,000.00		005913		3,000.00
	*** VENDOR TOTALS ***					1 CHECKS		3,000.00
1047	UNITED RADIO COMMUNICATIONS							
I-18922100	RADIO REPAIRS	R	9/24/2009	79.50		005914		79.50
	*** VENDOR TOTALS ***					1 CHECKS		79.50
1062	WASTE MANAGEMENT							
I-2076601-2008-1	REFUSE DISPOSAL	R	9/11/2009	435.87		005861		435.87
	*** VENDOR TOTALS ***					1 CHECKS		435.87
1010	WEST							
I-818965939	WESTLAW: AUGUST 2009	R	9/11/2009	403.83		005862		403.83
	*** VENDOR TOTALS ***					1 CHECKS		403.83
1412	WESTIN ENGINEERING, INC.							
I-33577	ASSET MGT WEST PRACT- PHASE B	R	9/24/2009	1,258.51		005915		1,258.51
	*** VENDOR TOTALS ***					1 CHECKS		1,258.51
1627	WILLIAMS BROTHERS CONSTRUCTION							
I-8	PSD-7/08 PARTIAL PAYMENT B	R	9/24/2009	1,057,868.44		005869		1,057,868.44
	*** VENDOR TOTALS ***					1 CHECKS		1,057,868.44



VENDOR SET: 01 DuPage Water Commission  
BANK: IL ILLINOIS FUNDS  
DATE RANGE: 9/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1685	WILSON CONSULTING							
I-13332	CONSULTING SERVICES	R	9/11/2009	990.00		005863		990.00
*** VENDOR TOTALS ***						1 CHECKS		990.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	103	8,169,187.44	0.00	8,169,187.44
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 DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: IL	TOTAL	103	8,169,187.44	0.00	8,169,187.44
BANK: IL	TOTALS:		103	8,169,187.44	0.00	8,169,187.44
REPORT TOTALS:			104	8,169,187.44	0.00	8,169,187.44



# DuPage Water Commission

## MEMORANDUM

TO: Robert Martin  
General Manager

FROM: Ed Kazmierczak  
Pipeline Supervisor

DATE: October 6, 2009

SUBJECT: Letter from Mr. Douglas C. Krieger

I would like to offer several comments regarding Mr. Krieger's letter to you of September 18, 2009.

In his letter, Mr. Krieger states that Commission staff and its engineers, in a meeting held in April of 2005, expressed concern over the possibility of conflicts between Commission facilities and both pedestrian tunnel alignment options under consideration. I would agree with his statement. However, the Commission and its representatives, including myself, were simply expressing generalized concerns regarding the safeguarding of Commission facilities, which is typical whenever there exists the possibility of a conflict between the Commission's existing facilities and proposed improvements that are only at the conceptual stage of design.

As far as the statement that "the impact to the Water Commission would have been the same under either [alignment]" is concerned, I cannot say whether that is a true statement because the City unilaterally made that determination after the April 2005 meeting without any further input from or consultation with the Commission. For example, there are several alternatives short of relocation to address depth of cover issues. Thrust blocks can be stabilized. Restrictive horizontal and vertical clearances can be, and have been, tolerated by the Commission in the past. Having been excluded from participating in the technical discussions concerning the impact to the Commission under the 78° alignment, there is no way to know whether all potential solutions were considered to address obstacles more fully revealed as the design progressed from two conceptual alignments to the final.

Finally, I do not understand how the benefit of minimizing the potential for any possible damage to a private local homeowner's association pool from the construction activity outweighs the burden to the Commission and the taxpayers of DuPage County in relocating a 30" diameter watermain that serves the western end of the City at an estimated cost in excess of \$500,000.00.



# DuPage Water Commission

## MEMORANDUM

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

FROM: Maureen A. Crowley *mal*  
Staff Attorney

DATE: October 6, 2009

SUBJECT: 75<sup>th</sup> Street, Naperville Relocation

As referenced in my memorandum dated October 2, 2006, attached is a more temperate "payment under protest" relocation agreement for your consideration (assuming the Board is willing to consider such an arrangement). The more temperate draft provides for the City of Naperville to pay for the relocation without waiver of any legal recourse to recover the funds paid, but does not require the Commission to admit that it was "acting contrary to law" or concede that it is legally obligated to relocate without reimbursement.

If the Board is not willing to consider a "payment under protest" arrangement, then I have also attached an updated version of the Commission's standard relocation agreement that provides for the City of Naperville to fully reimburse the Commission's relocation costs without recourse.

A copy of this memorandum, together with its attachments, has been provided to one of the City's attorneys who assured me, when I spoke to her on September 28, 2009 (erroneously cited as September 25<sup>th</sup> in my earlier memorandum), that the City would be willing to consider a more temperate "payment under protest" relocation agreement. I will keep you advised of our progress.

**PAYMENT UNDER PROTEST OPTION**

**INTERGOVERNMENTAL AGREEMENT  
REGARDING CONTRACT TS-7/09 RELOCATION WORK**

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 CITY OF NAPERVILLE, a municipal corporation created and existing under the laws of the State of Illinois ("Naperville"),

**WITNESSETH:**

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

WHEREAS, to carry out its duties and responsibilities, the Commission installed approximately 89,300 lineal feet of 54-inch to 30-inch diameter transmission main and related appurtenances, including several valve vaults and C.P. test stations (the "TS-3 South Transmission Main"); and

WHEREAS, in the vicinity of 75th and Washington Streets, Naperville and DuPage County, through its Division of Transportation, are constructing certain improvements, including roadway and bridge widening, improvements to the existing drainage system, an underground pedestrian tunnel, and retaining wall construction (the "Improvement Project"); and

WHEREAS, there are areas of apparent conflict between the TS-3 Transmission Main and a ramp to a pedestrian underpass crossing Washington Street (the

“Underpass Improvements”) being constructed as part of the Improvement Project that need to be eliminated; and

WHEREAS, DuPage County has, pursuant to the authority vested in it by 605 ILCS 5/9-113, requested that the areas of apparent conflict located within the County’s right-of-way be relocated by the Commission with costs to be borne by the Commission; and

WHEREAS, the Commission was formed and exists as a regional entity spanning three counties and exercising an exclusive state power pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*, and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, with all rights, power, and authority as therein set forth, including without limitation the right to construct, maintain, and extend its water mains along, upon, under and across any highway, street, alley or public ground in the state, including highways within a municipality, without payment of a fee and as a proper use of highways; and

WHEREAS, the Commission disputes that it is obligated to pay any portion of the cost of the relocation; and

WHEREAS, without determining whether the Commission is exempted from, or the Commission’s rights, power, and authority preempt, the authority vested in DuPage County by 605 ILCS 5/9-113, or whether the authority vested in DuPage County by 605 ILCS 5/9-113 is being properly exercised with respect to the Underpass Improvements, the Commission and Naperville have determined that it is in their respective best interests to set forth their understanding regarding the relocation of the TS-3 Transmission Main in the areas of apparent conflict with the Underpass Improvements to serve the public interest and assure that inconvenience to the public and each others operations is avoided to the greatest extent possible; and

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

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the Commission and Naperville hereby agree as follows:

Section 1. Recitals. The foregoing recitals are by this reference incorporated herein as if fully set forth.

Section 2. Contract TS-7/09 Relocation Work. The Commission hereby agrees to relocate such portions of the TS-3 South Transmission Main as may be necessary to eliminate areas of apparent conflict between the TS-3 Transmission Main and the Underpass Improvements (the "Contract TS-7/09 Relocation Work"); provided, however, that the Commission's agreement to provide and perform the Contract TS-7/09 Relocation Work is made under protest and shall in no way prejudice the Commission's right to challenge Naperville's or DuPage County's entitlement to order such relocation without reimbursement.

Section 3. Plans and Specifications. The Contract TS-7/09 Relocation Work shall be as specified and shown in the Commission's Contract TS-7/09: Contract for the Construction of the 30-Inch Diameter Water Main Relocation—75<sup>th</sup> and Washington Streets ("Contract TS-7/09"), 70%, 90%, and 100% final engineering design, plans, and specifications for which were submitted to Naperville for its review, comment, and approval. Naperville shall make payment to the Commission for all engineering costs incurred by the Commission and associated with the design of the Contract TS-7/09 Relocation Work in accordance with Section 5 of this Agreement; provided, however,

that such costs shall not include Commission staff time; and provided further, however, that Naperville's payment of such engineering costs, and funding of the Cash Deposit required by Section 5 of this Agreement, is made under protest and shall in no way prejudice Naperville's right to challenge the Commission's entitlement to reimbursement for costs incurred by the Commission in connection with Contract TS-7/09 Relocation Work.

Section 4. Terms of Construction. The Contract TS-7/09 Relocation Work shall be accomplished in accordance with the following terms:

- A. Contract TS-7/09. The Commission's Contract TS-7/09 shall govern and control the performance of the Contract TS-7/09 Relocation Work.
- B. Access to Work; Authority. The Commission's engineers shall inspect the construction and installation of the Contract TS-7/09 Relocation Work. Naperville shall make payment to the Commission for all engineering costs incurred by the Commission and associated with the supervision and inspection of the Contract TS-7/09 Relocation Work in accordance with Section 5 of this Agreement; provided, however, that such costs shall not include Commission staff time; and provided further, however, that Naperville's payment of such engineering costs, and funding of the Cash Deposit required by Section 5 of this Agreement, is made under protest and shall in no way prejudice Naperville's right to challenge the Commission's entitlement to reimbursement for costs incurred by the Commission in connection with Contract TS-7/09 Relocation Work.
- C. Quality of Work. The Contract TS-7/09 Relocation Work shall be performed in a good and workmanlike manner.

Section 5. Payment. Naperville shall make payment to the Commission for providing, performing, and completing the Contract TS-7/09 Relocation Work in an amount equal to the amount or amounts set forth in the Contract TS-7/09 Schedule of Prices in Attachment A to Contract TS-7/09, subject to any additions, deductions, or withholdings provided for in Contract TS-7/09 (the "Contract Price"); provided, however,

that Naperville's payment of the Contract Price, and funding of the Cash Deposit required by this Section 5, is made under protest and shall in no way prejudice Naperville's right to challenge the Commission's entitlement to reimbursement for costs incurred by the Commission in connection with Contract TS-7/09 Relocation Work. In addition, Naperville shall make payment to the Commission for all engineering costs incurred by the Commission and associated with the design of or any re-design or change in the Contract TS-7/09 Relocation Work and all engineering costs incurred by the Commission and associated with the supervision and inspection of the construction and installation of the Contract TS-7/09 Relocation Work (the "Engineering Costs"); provided, however, that the Engineering Costs shall not include Commission staff time; and provided further, however, that Naperville's payment of the Engineering Costs, and funding of the Cash Deposit required by this Section 5, is made under protest and shall in no way prejudice Naperville's right to challenge the Commission's entitlement to reimbursement for costs incurred by the Commission in connection with Contract TS-7/09 Relocation Work.

Naperville shall deposit, under protest, with the Commission the sum of \$ \_\_\_\_\_, being 110% of the amount of the executed contracts attributable to the Engineering Costs and the Contract Price (the "Cash Deposit"). Within 10 days following any assessment of costs against or reduction of the Cash Deposit by the Commission for Engineering Costs previously paid by the Commission, Engineering Costs then due, and/or amounts due under Contract TS-7/09, the Commission shall provide copies to Naperville of all pay requests and supporting documents related to said assessment or reduction. 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. 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 Engineering Costs and Contract Price, then, within 10 days following a demand by the Commission, Naperville shall increase the amount of the Cash Deposit to an amount reasonably determined by the Commission to be sufficient to pay such unpaid costs; provided, however, that Naperville shall have no obligation to increase the amount of the Cash Deposit in the event a judicial proceeding is pending in a court of competent jurisdiction between the Commission and Naperville challenging the Commission's entitlement to reimbursement for costs incurred by the Commission in connection with Contract TS-7/09 Relocation Work. If, after completion of the Contract TS-7/09 Relocation Work, there are funds remaining in the Cash Deposit, the Commission shall release any amounts remaining in the Cash Deposit to Naperville. Naperville shall not be entitled to interest on the Cash Deposit.

Section 6. Notices. 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 properly 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, P.E.  
General Manager

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

City of Naperville  
400 S. Eagle Street  
Naperville, IL 60566-7020  
Attention: Douglas Krieger  
City Manager

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 6, the Commission and Naperville each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

Section 7. Intent. Both the Commission and Naperville dispute that they are obligated to pay any portion of the cost of the Contract TS-7/09 Relocation Work and it is the intention of this Agreement that neither party is acknowledging or acquiescing in the others assertion of superior rights, but, rather, to cooperate in serving the public interest and assuring that inconvenience to the public and to each others operations is avoided to the greatest extent possible. Naperville hereby acknowledges and agrees that the Commission's agreement to provide and perform the Contract TS-7/09 Relocation Work under protest shall in no way prejudice the Commission's right to challenge Naperville's or DuPage County's entitlement to order such relocation without reimbursement. The Commission hereby acknowledges and agrees that Naperville's payment of the Engineering Costs and the Contract Price under protest, and funding of the Cash Deposit, shall in no way prejudice Naperville's right to challenge the Commission's entitlement to reimbursement for such Engineering Costs and the Contract Price.

IN WITNESS WHEREOF, the Commission and Naperville have caused this Agreement to be executed by their respective chief administrative officers, pursuant to proper authorization of their respective governing bodies, as of the date hereinabove first stated.

---

Douglas Krieger  
City Manager  
City of Naperville

---

Robert L. Martin, P.E.  
General Manager  
DuPage Water Commission

ATTEST:

---

Pamela R. LaFeber  
City Clerk  
City of Naperville

---

Maureen A. Crowley  
Clerk  
DuPage Water Commission

**FULL REIMBURSEMENT OPTION**

**INTERGOVERNMENTAL AGREEMENT  
REGARDING CONTRACT TS-7/09 RELOCATION WORK**

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 CITY OF NAPERVILLE, a municipal corporation created and existing under the laws of the State of Illinois ("Naperville"),

**WITNESSETH:**

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

WHEREAS, to carry out its duties and responsibilities, the Commission installed approximately 89,300 lineal feet of 54 to 30-inch diameter transmission main and related appurtenances, including several valve vaults and C.P. test stations (the "TS-3 South Transmission Main"); and

WHEREAS, in the vicinity of 75th and Washington Streets, Naperville and DuPage County, through its Division of Transportation, are constructing certain improvements, including roadway and bridge widening, improvements to the existing drainage system, an underground pedestrian tunnel, and retaining wall construction (the "Improvement Project"); and

WHEREAS, there are areas of apparent conflict between the TS-3 Transmission Main and a ramp to a pedestrian underpass crossing Washington Street (the

"Underpass Improvements") being constructed as part of the Improvement Project that need to be eliminated; and

WHEREAS, it is in the best interests of both the Commission and Naperville to set forth their understanding regarding the relocation of the TS-3 Transmission Main in the areas of apparent conflict with the Underpass Improvements to serve the public interest and assure that inconvenience to the public is avoided to the greatest extent possible; and

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

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the Commission and Naperville hereby agree as follows:

Section 1. Recitals. The foregoing recitals are by this reference incorporated herein as if fully set forth.

Section 2. Contract TS-7/09 Relocation Work. The Commission hereby agrees to relocate such portions of the TS-3 South Transmission Main as may be necessary to eliminate areas of apparent conflict between the TS-3 Transmission Main and the Underpass Improvements (the "Contract TS-7/09 Relocation Work").

Section 3. Plans and Specifications. The Contract TS-7/09 Relocation Work shall be as specified and shown in the Commission's Contract TS7/09: Contract for the Construction of the 30-Inch Diameter Water Main Relocation—75<sup>th</sup> and Washington Streets ("Contract TS-7/09"), 70%, 90%, and 100% final engineering design, plans, and specifications for which were submitted to Naperville for its review, comment, and

approval, and Naperville shall have no claim against the Commission, its officers, agents, employees, engineers, or contractors with respect to the design or location of the Contract TS-7/09 Relocation Work. All engineering costs incurred by the Commission and associated with the design of the Contract TS-7/09 Relocation Work shall be paid for by Naperville in accordance with Section 5 of this Agreement; provided, however, that such costs shall not include Commission staff time.

Section 4. Terms of Construction. The Contract TS-7/09 Relocation Work shall be accomplished in accordance with the following terms:

- A. Contract TS-7/09. The Commission's Contract TS-7/09 shall govern and control the performance of the Contract TS-7/09 Relocation Work. Both the Commission and Naperville must agree to the award of any contract for the construction of the Contract TS-7/09 Relocation Work. Upon approval of both the Commission and Naperville, the Commission shall enter into Contract TS-7/09 with the selected contractor for the construction of the Contract TS-7/09 Relocation Work, and the Commission shall administer such construction contract in conformance with this Agreement.
- B. Changes in the Work. Naperville shall have the right to make changes in the Contract TS-7/09 Relocation Work. All engineering services required in connection with a change order requested by Naperville shall be provided and paid for by Naperville. In addition, if any change ordered by Naperville causes an increase or decrease in the amount of such Contract TS-7/09 Relocation Work, then an equitable adjustment in the Contract Price set forth in Section 5 of this Agreement may be made. Said equitable adjustment shall be computed on the basis of the net total of the cost savings or additional expense incurred by the Commission pursuant to a duly authorized change order under Contract TS-7/09. In addition, all engineering costs incurred by the Commission and associated with a change order requested by Naperville shall be paid for by Naperville in accordance with Section 5 of this Agreement; provided, however, that such costs shall not include Commission staff time.
- C. Work Site. Naperville shall provide the work site at no charge to the Commission. In addition, Naperville shall supply at no charge to the Commission all permits, licenses, and approvals necessary from Naperville, or from any other

governmental agency, for the proper prosecution and completion of the Contract TS-7/09 Relocation Work.

- D. Access to Work; Authority. The Commission's engineers shall inspect the construction and installation of the Contract TS-7/09 Relocation Work. All engineering costs incurred by the Commission and associated with the supervision and inspection of the Contract TS-7/09 Relocation Work shall be paid for by Naperville in accordance with Section 5 of this Agreement; provided, however, that such costs shall not include Commission staff time.
- E. Quality of Work. The Contract TS-7/09 Relocation Work shall be performed in a good and workmanlike manner.

Section 5. Payment. Naperville shall reimburse the Commission for providing, performing, and completing the Contract TS-7/09 Relocation Work in an amount equal to the amount or amounts set forth in the Contract TS-7/09 Schedule of Prices in Attachment A to Contract TS-7/09, subject to any additions, deductions, or withholdings provided for in Contract TS-7/09 (the "Contract Price"). The Contract Price may be adjusted pursuant to Subsection 4B of this Agreement to reflect changes in the Contract TS-7/09 Relocation Work requested by Naperville.

The Contract Price shall be paid to the Commission in accordance with, and subject to, the terms and conditions set forth below. Naperville shall pay to the Commission, within 30 days of receipt of an invoice and supporting documentation therefor, 90 percent of the Commission-approved construction contractor invoiced amount for labor and acceptable materials incorporated and installed in the Contract TS-7/09 Relocation Work. The total amount paid in this manner prior to final acceptance of the Contract TS-7/09 Relocation Work by the Commission shall not exceed 90% of the Contract Price. Immediately following final acceptance of the Contract TS-7/09 Relocation Work by the Commission, Naperville shall pay to the Commission, within 30 days of receipt of an invoice and supporting documentation

therefor, the balance of the Contract Price, as may be adjusted pursuant to Subsection 4B of this Agreement.

In addition, Naperville shall reimburse the Commission, within 30 days of receipt of an invoice therefor, for all engineering costs incurred by the Commission and associated with the design of or any re-design or change in the Contract TS-7/09 Relocation Work pursuant to Section 3 or Subsection 4B of this Agreement and all engineering costs incurred by the Commission and associated with the supervision and inspection of the construction and installation of the Contract TS-7/09 Relocation Work pursuant to Subsection 4D of this Agreement; provided, however, that such costs shall not include Commission staff time.

Section 6. Cancellation Option. Naperville may cancel all or any portion of the design, installation, and construction of the Contract TS-7/09 Relocation Work at any time prior to the award of a Contract TS-7/09 upon fifteen (15) days advance written notice to the Commission. In addition, the Commission may cancel all or any portion of the design, installation, and construction of the Contract TS-7/09 Relocation Work upon fifteen (15) days advance written notice to Naperville, in any of the following situations:

- (i) In the event both the DuPage County Division of Transportation and Naperville shall not have approved the final design of the Contract TS-7/09 Relocation Work on or before December 4, 2009.
- (ii) In the event the Commission and Naperville are unable to agree on the award by the Commission of a contract(s) for the construction of the Contract TS-7/09 Relocation Work on or before December 4, 2009.

Upon any such cancellation of work, this Agreement shall be void and of no effect with respect to the canceled work; provided, however, that Naperville shall remain responsible for all fees, costs, and expenses incurred or accrued by the Commission prior to cancellation of the Contract TS-7/09 Relocation Work. In the event that, following service of notice of any such cancellation but before actual cancellation, 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 with respect to all or any portion of the Contract TS-7/09 Relocation Work that were the subject of such notice of cancellation. The obligation of Naperville to reimburse the Commission as required by this Agreement is unconditional and irrevocable, payable without set off or counterclaim, and irrespective of whether the Contract TS-7/09 Relocation Work is completed, operable, or operating.

Section 7. Coordination. It is the intention of this Section 7 to facilitate the expeditious construction of the Underpass Improvements and the Contract TS-7/09 Relocation Work and, in furtherance thereof, Naperville agrees that it shall not allow its construction contractors to interfere with the Contract TS-7/09 Relocation Work. Naperville further agrees that it shall not allow its construction contractors to change existing grade, or stockpile or store any materials, equipment or supplies, within the vicinity of the Contract TS-7/09 Relocation Work until the installation of the Contract TS-7/09 Relocation Work has been completed and the TS-3 South Transmission Main has been placed back in service, including satisfactorily passing all contractually required testing procedures and performance standards.

Section 8. Naperville Permits and Approvals. This Agreement shall constitute and stand in place of all Naperville permits, and shall constitute an assignment of all rights under existing public utility franchise agreements, required by or useful to the Commission or its contractor to construct and install the Contract TS-7/09 Relocation Work within the City of Naperville, and Naperville hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be necessary in order for the Commission to secure any permits required from any county, state, or federal agency, or that may be necessary to cause relocation of public utility facilities for

or in connection with any and all work to be done by or on behalf of the Commission within the boundaries of the City of Naperville.

Section 9. Notices. 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 properly 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, P.E.  
General Manager

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

City of Naperville  
400 S. Eagle Street  
Naperville, IL 60566-7020  
Attention: Douglas Krieger  
City Manager

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 9, the Commission and Naperville each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

**Section 10. Entire Agreement.** This Agreement sets forth the entire agreement of the Commission and Naperville with respect to the construction and installation of the Contract TS-7/09 Relocation Work and the payment therefor, and there are no other understandings or agreements, oral or written, between the Commission and Naperville with respect thereto, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement or action other than those expressed or explicitly referenced herein.

IN WITNESS WHEREOF, the Commission and Naperville have caused this Agreement to be executed by their respective chief administrative officers, pursuant to proper authorization of their respective governing bodies, as of the date hereinabove first stated.

---

Douglas Krieger  
City Manager  
City of Naperville

---

Robert L. Martin, P.E.  
General Manager  
DuPage Water Commission

ATTEST:

---

Pamela R. LaFeber  
City Clerk  
City of Naperville

---

Maureen A. Crowley  
Clerk  
DuPage Water Commission