



# DuPage Water Commission

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

## AGENDA

**DU PAGE WATER COMMISSION  
THURSDAY, APRIL 10, 2003  
7:30 P.M.**

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

- I. Roll Call
- II. Hearing Regarding Management Budget Ordinance for the Fiscal Year Commencing May 1, 2003 and Ending April 30, 2004
- III. Public Comments
- IV. Approval of Minutes
  - A. Regular Meeting of March 12, 2003
  - B. Executive Session of March 12, 2003
- V. Treasurer's Report – March 2003
- VI. Committee Reports
  - A. Administration Committee
    - 1. Report of 4/10/03 Meeting
    - 2. Actions on Items Listed on 4/10/03 Administration Committee Agenda
  - B. Engineering & Construction Committee
    - 1. Report of 4/10/03 Meeting
    - 2. Actions on Items Listed on 4/10/03 Engineering & Construction Committee Agenda

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.

## C. Finance Committee

1. Report of 4/10/03 Meeting
2. Actions on Items Listed on 4/10/03 Finance Committee Agenda

## VII. Chairman's Report

## VIII. Omnibus Vote

- A. Ordinance O-2-03: Transfer of Appropriations Ordinance for the Fiscal Year Commencing May 1, 2002 and Ending April 30, 2003
- B. Ordinance O-3-03: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2003 and Ending April 30, 2004
- C. Ordinance O-4-03: An Ordinance Establishing a Water Rate for Operation and Maintenance Costs for the Fiscal Year Commencing May 1, 2003 and Ending April 30, 2004
- D. Ordinance O-5-03: An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2003 and Ending April 30, 2004
- E. Ordinance O-6-03: An Ordinance Electing Participation in the Illinois Municipal Retirement Fund
- F. Resolution R-8-03: A Resolution Directing the Transfer of the Excess Debt Service Reserve Account Balance to the General Account of the Water Fund
- G. Resolution R-9-03: A Resolution Directing the Transfer of Certain Excess Account Balances to the General Account of the Water Fund
- H. Resolution R-10-03: A Resolution Establishing the Policy of the DuPage Water Commission with Respect to Fund Balances and Construction and Rate Stabilization Reserves for the Fiscal Year Ending April 30, 2003
- I. Resolution R-11-03: A Resolution Approving and Ratifying Certain Work Authorization Order Under Quick Response Contract QR-6/02 at the April 10, 2003 DuPage Water Commission Meeting
- J. Resolution R-12-03: A Resolution Approving a Second Amendment to Task Order No. 8 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C.

- K. Resolution R-13-03: A Resolution Approving and Ratifying Certain Task Order(s) Under a Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C. at the April 10, 2003 DuPage Water Commission Meeting
- L. Resolution R-14-03: A Resolution Authorizing the Execution of an Intergovernmental Agreement Concerning the Implementation of Water Service to the Downers Grove Service Area in DuPage County
- M. Resolution R-15-03: A Resolution Awarding a Contract for the Exterior Washing, Spot Painting and Miscellaneous Repairs to Five Tanks
- N. Resolution R-16-03: A Resolution Implementing Certain Employee Benefit Changes
- IX. Old Business
  - A. Resolution R-7-03: A Resolution Approving and Ratifying Certain Task Order(s) Under a Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C. at the March 12, 2003 DuPage Water Commission Meeting
  - B. Summary of Action Taken Since Previous Meeting
- X. New Business
  - Purchase Orders
- XI. Accounts Payable
- XII. Public Comments
- XIII. Executive Session
- XIV. Adjournment

**MINUTES OF A MEETING OF THE  
DU PAGE WATER COMMISSION  
HELD ON WEDNESDAY, MARCH 12, 2003  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Vondra at 7:37 P.M.

Commissioners in attendance: R. Benson, E. Chaplin, J. Janicik, B. Krajewski, W. Mueller, N. Pollock, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Also in attendance: J. Holzwart, R. Martin, E. Nawrocki, R. Skiba, W. Green (AB&H) and M. Crowley (H&K).

Commissioner Mueller moved to recess for ten minutes. Seconded by Commissioner Janicik and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The meeting was reconvened at 7:48 P.M.

PUBLIC COMMENTS – No public comments

Commissioner Wilcox moved to approve the Minutes of the February 13, 2003 meeting of the DuPage Water Commission. Seconded by Commissioner Tolentino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Benson moved to approve the Minutes of the February 13, 2003 Executive Session meeting of the DuPage Water Commission. Seconded by Commissioner Mueller and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The Treasurer's Report for the month of February 2003 showed receipts of \$7,690,553.92, disbursements of \$4,106,572.75 and a cash and investment balance of \$206,225,360.44.

Commissioner Wilcox moved to accept the February 2003 Treasurer's Report. Seconded by Commissioner Tolentino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## Minutes of the 3/12/03 Meeting

### COMMITTEE REPORTS

#### Administration Committee – Report by Commissioner Thorn

The Administration Committee discussed the logistics associated with converting the Commission's current SEP/IRA pension plan to the Illinois Municipal Retirement Fund (IMRF), noting the matter will be discussed further in Executive Session.

#### Engineering Committee – Report by Commissioner Wilcox

The Engineering Committee reviewed the change orders in the amount of \$25,418.08 and recommended approval of Resolution R-6-03 during the Omnibus Vote Agenda.

The Engineering Committee reviewed progress payments in the amount of \$572,755.28 and recommended approval as part of the Accounts Payable, subject to submission of all contractually required documentation.

The Engineering Committee considered a presentation by Alvord, Burdick & Howson regarding the benefits of Contract TW-3 and recommended that Contract TW-3 remain on the original schedule shown in the 2003-2004 Five Year Capital Improvement Plan.

#### Finance Committee – Report by Commissioner Janicik

Although the Finance Committee did not have a quorum, Commissioners Janicik and Krajewski reviewed a letter from Arthur J. Gallagher & Co. advising that Kemper Insurance had been downgraded from B+ XIV to B XIV. Staff was directed to explore alternative insurance providers for the Commission's liability coverage.

#### Special Task Force C-Factors – Report by Chairman Vondra

Chairman Vondra reported that the Special Task Force on C-Factors did not meet due to lack of a quorum, noting the next meeting of the Special Task Force on C-Factors would be scheduled for some time during the first week in April after staff met with the Chicago Water Department.

#### Special Task Force TCE – Report by Chairman Vondra

Chairman Vondra reported that the Special Task Force on TCE did not meet due to lack of a quorum.

### OMNIBUS VOTE AGENDA

Commissioner Thorn requested that Resolution R-7-03 be removed from the Omnibus Vote Agenda.

## Minutes of the 3/12/03 Meeting

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

### Omnibus Vote

Ayes: R. Benson, E. Chaplin, J. Janicik, B. Krajewski, W. Mueller, N. Pollock, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

Item 1. Resolution R-6-03: A Resolution Approving Certain Contract Change Orders at the March 12, 2003 DuPage Water Commission Meeting – “Omnibus Vote”

### NEW BUSINESS

Commissioner Thorn moved that Resolution R-7-03 Subsequent Customer Study Task Order No. 13 be done in two phases, in order to insure that the concerns of the existing customers are being met. Phase 1: Study and report on the ability of the Commission to supply the water needs of the existing customers through 2024. Phase 2: Then undertake project as defined in Task Order 13 if and only if the results of the first study show that the needs of existing customers are being met. Motion died because of a lack of a second.

Commissioner Wilcox moved to lay on the table Resolution R-7-03: A Resolution Approving and Ratifying Certain Task Order(s) Under a Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C. at the March 12, 2003 DuPage Water Commission Meeting. Seconded by Commissioner Krajewski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Thorn moved to suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 7363 in the amount of \$26,179.00 to National Waterworks. Seconded by Commissioner Chaplin and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, J. Janicik, B. Krajewski, W. Mueller, N. Pollock, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

Commissioner Thorn moved to suspend the purchasing procedures of the Commission's By-Laws and ratify Purchase Order No. 7386 in the amount of

## Minutes of the 3/12/03 Meeting

\$28,350.00 to HSQ Technology. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, J. Janicik, B. Krajewski, W. Mueller, N. Pollock, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

### ACCOUNTS PAYABLE

Commissioner Wilcox moved to approve the Accounts Payable in the revised amount of \$3,255,839.71 subject to submission of all contractually required documentation. Seconded by Commissioner Tolentino and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, J. Janicik, B. Krajewski, W. Mueller, N. Pollock, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

### PUBLIC COMMENTS

Randy Owens, 5900 S. Pershing Avenue, Downers Grove, asked when the cancelled Special Task Force on TCE meeting is going to be rescheduled.

Ann Muniz, 5617 Pershing Avenue, Downers Grove, asked what was being done in regard to the letter sent to the Commission from attorney James Brusslan.

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

Ayes: R. Benson, E. Chaplin, J. Janicik, B. Krajewski, W. Mueller, N. Pollock, R. Tolentino, G. Wilcox and M. Vondra

Nays: R. Thorn

The Commission went into Executive Session at 8:24 P.M.

Commissioner Wilcox moved to come out of Executive Session at 9:23 P.M. Seconded by Commissioner Tolentino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Benson moved to direct the General Manager to develop a program for participation in the IMRF as outlined by the Commission in which employee bonuses in

## Minutes of the 3/12/03 Meeting

the aggregate amount of the social security payroll tax savings achieved to date, not to exceed \$1,400,000, will be used to assist employees in funding the employee's share of the cost of converting prior service with the Commission into IMRF creditable service, and to hold open this employee optional buy back assistance program for five years, expiring with the December 2007 election period. Seconded by Commissioner Thorn and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, J. Janicik, B. Krajewski, W. Mueller, N. Pollock, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

Commissioner Wilcox moved to adjourn the meeting at 9:25 P.M. Seconded by Commissioner Tolentino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Rcm0303.doc



DU PAGE WATER COMMISSION  
WATER FUND  
CASH BASIS GENERAL LEDGER  
STATEMENT OF REVENUES & EXPENDITURES  
March 31, 2003

REVENUE	CURRENT MONTH ACTUAL	Y-T-D ACTUAL
WATER SALES	3,794,528.84	49,841,475.18
SALES TAXES	3,166,409.39	29,348,335.88
INVESTMENT INCOME	1,546.17	4,983,984.71
OTHER INCOME	1,970.00	1,013,428.77
TOTAL REVENUE	6,964,454.40	85,187,224.54
EXPENSES		
PERSONAL SERVICES	175,300.92	2,172,413.85
PROFESSIONAL SERVICES	16,370.59	379,438.11
CONTRACTUAL SERVICES	3,280.40	193,260.11
INSURANCE	90,892.00	750,192.59
ADMINISTRATIVE COSTS	8,161.17	94,433.91
WATER SUPPLY COSTS	2,634,596.62	35,036,659.32
BOND PRINCIPAL & INTEREST	10,761,325.00	30,729,307.50
LAND AND RIGHT OF WAY	0.00	3,495.00
CAPITAL OUTLAY	(89.08)	108,495.26
TOTAL OPERATING EXPENSES	13,689,837.62	69,467,695.65
CONSTRUCTION EXPENDITURES	435,714.48	8,056,591.77
TOTAL EXPENSES	14,125,552.10	77,524,287.42
NET FUND TRANSACTIONS	(7,161,097.70)	7,662,937.12
BEGINNING BALANCE		191,401,325.62
ENDING BALANCE		199,064,262.74
FUNDS CONSIST OF:		
PETTY CASH		500.00
CASH AT BANK ONE		3,715.81
CASH AT OAK BROOK BANK LOCK BOX		142,097.49
CASH AT VILLA PARK TRUST & SAVINGS		1,109.80
TOTAL CASH		147,423.10
ILLINOIS FUNDS MONEY MARKET		13,502,555.71
ILLINOIS FUNDS PRIME FUND		16,592,716.73
GOVERNMENT MONEY MARKET FUNDS		2,455.49
U. S. TREASURY INVESTMENTS		82,191,401.58
U. S. AGENCY INVESTMENTS		61,627,710.13
CERTIFICATES OF DEPOSIT		25,000,000.00
COMMERCIAL PAPER		0.00
TOTAL INVESTMENTS		198,916,839.64
TOTAL FUNDS		199,064,262.74

**DU PAGE WATER COMMISSION****ORDINANCE NO. O-2-03****TRANSFER OF APPROPRIATIONS ORDINANCE  
FOR THE FISCAL YEAR COMMENCING  
MAY 1, 2002 AND ENDING APRIL 30, 2003**

WHEREAS, on the 13th day of June, 2002, the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois adopted Ordinance No. O-8-02 being an Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2002 and Ending April 30, 2003; and

WHEREAS, on the 12th day of December, 2002, the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois adopted Ordinance No. O-12-02 transferring appropriations between line items within the various funds in said Annual Budget and Appropriation Ordinance; and

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

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

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

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

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

ACCT #	ACCOUNT TITLE	1ST AMENDED BUDGET/ APPROPRIATION AMOUNT	TRANSFER INCREASE (DECREASE)	2ND AMENDED BUDGET/ APPROPRIATION AMOUNT
WATER FUND EXPENDITURES				
WF-1700	COST OF FIXED ASSETS ACQUIRED	24,850,500		24,850,500
WF-3330	GENERAL OBLIGATION BOND PRINCIPAL PAYMENTS	8,400,000		8,400,000
WF-3340	REVENUE BOND PRINCIPAL PAYMENTS	9,605,000		9,605,000
WF-4300	CUSTOMER REBATES	89,858,639		89,858,639
WF-6110	SALARIES OF COMMISSION PERSONNEL	1,913,431	1,500,000	3,413,431
WF-6121	COST OF PENSION PROGRAM	153,073	2,500,000	2,653,073
WF-6122	COST OF MEDICAL/LIFE INSURANCE BENEFITS	414,551		414,551
WF-6123	COST OF FEDERAL MEDICARE PROGRAM	27,745		27,745
WF-6128	STATE UNEMPLOYMENT TAX EXPENSE	1,701		1,701
WF-6131	COST OF TRAVEL FOR MEETINGS & INSPECTIONS	14,175		14,175
WF-6132	COST OF PERSONNEL TECHNICAL TRAINING	12,863		12,863
WF-6133	STAFF PROFESSIONAL DEVELOPMENT EXPENSES	8,505		8,505
WF-6191	PERSONNEL RECRUITING EXPENSES	9,765	5,000	14,765
WF-6231	COST OF BOND ISSUE ADVISORY SERVICES	2,500		2,500
WF-6232	INVESTMENT CONSULTING EXPENSES	938		938
WF-6233	COST OF TRUST SERVICES	50,400		50,400
WF-6239	ARBITRAGE REBATE CALCULATION SERVICES EXPENSES	2,188	100	2,288
WF-6251	COST OF GENERAL COUNSEL SERVICES	212,500	200,000	412,500
WF-6252	COST OF BOND COUNSEL SERVICES	1,875		1,875
WF-6253	COST OF SPECIAL COUNSEL FOR LAND ACQUISITION	6,250		6,250
WF-6258	LEGAL NOTICE PUBLICATION EXPENSES	3,750		3,750
WF-6259	COST OF CIVIL LITIGATION DEFENSE	63,250	350,000	413,250
WF-6310	COST OF AUDIT SERVICES	40,875	5,000	45,875
WF-6320	COST OF OUTSIDE ACCOUNTING SERVICES	0		0
WF-6350	COST OF INSURANCE CONSULTING SERVICES	15,000		15,000
WF-6381	COST OF UTILITY MAPPING SYSTEM DESIGN	0		0
WF-6385	COST OF WATER TASTE & ODOR COMPLAINT STUDY	0		0
WF-6389	COST OF ENGINEERING FOR MAJOR FACILITIES REPAIRS	563,750		563,750
WF-6391	SOIL TESTING SERVICES COSTS	250,000		250,000
WF-6392	COST OF STORAGE TANK INSPECTION SERVICES	0		0
WF-6393	COST OF UTILITY MAP SCANNING SERVICES	0		0
WF-6394	NEWSLETTER PUBLICATION COSTS	4,375		4,375
WF-6395	COST OF CONTRACTED FACILITIES MAINTENANCE LABOR	4,000		4,000
WF-6396	COST OF VIDEO TAPING SERVICES	0		0
WF-6399	COST OF RECORD MICROFILM STORAGE	43,750		43,750
WF-6411	COST OF GENERAL LIABILITY INSURANCE	117,553	5,000	122,553
WF-6412	COST OF PUBLIC OFFICIAL'S LIABILITY INSURANCE	103,219		103,219
WF-6413	COST OF TEMPORARY CONSTRUCTION BONDS	625		625
WF-6414	COST OF ENGINEER'S LIABILITY INSURANCE	0		0
WF-6415	COST OF WORKER'S COMPENSATION INSURANCE	67,843		67,843
WF-6416	COST OF UMBRELLA LIABILITY INSURANCE COVERAGE	0		0
WF-6417	COST OF ALL RISK-BUILDER'S INSURANCE	0		0
WF-6421	COST OF PROPERTY INSURANCE	400,738	50,000	450,738
WF-6422	COST OF AUTOMOBILE INSURANCE	0		0
WF-6491	COST OF SELF INSURED CLAIMS	1,281,250		1,281,250
WF-6512	BUILDING ELECTRIC COSTS	0		0
WF-6513	GAS UTILITY EXPENSES	40,625		40,625
WF-6514	TELEPHONE UTILITY EXPENSES	41,388		41,388
WF-6521	COST OF GENERAL OFFICE SUPPLIES PURCHASES	18,750	2,000	20,750
WF-6522	PURCHASE OF BOOKS & PUBLICATIONS	3,125	1,500	4,625
WF-6531	PRINTING EXPENSES	6,438		6,438
WF-6532	POSTAGE & DELIVERY COSTS	15,000		15,000
WF-6540	COST OF DUES AND SUBSCRIPTIONS	21,875		21,875
WF-6550	COST OF REPAIRS AND MAINT. OF OFFICE EQUIPMENT	15,000		15,000
WF-6590	ADMINISTRATIVE MEETING EXPENSES	2,200	5,500	7,700
WF-6611	COST OF WATER PURCHASES	49,430,006	2,500,000	51,930,006
WF-6612	ELECTRIC UTILITY EXPENSES	2,186,344	600,000	2,786,344
WF-6613	PURCHASE OF WATER CHEMICALS	49,250	1,500	50,750
WF-6614	COST OF WATER TESTING	7,500		7,500
WF-6620	COST OF REPAIRS AND MAINTENANCE OF BUILDINGS	1,504,125		1,504,125
WF-6630	COST OF REPAIRS AND MAINTENANCE OF PIPELINES	4,064,188		4,064,188
WF-6640	COST OF REPAIRS AND MAINT. OF VEHICLES & EQUIPMENT	78,805		78,805
WF-6721	GENERAL OBLIGATION BOND INTEREST PAYMENTS	7,199,913		7,199,913
WF-6722	REVENUE BOND INTEREST PAYMENTS	11,822,699		11,822,699
WF-6800	LAND AND RIGHT-OF-WAY ACQUISITION COSTS	7,494		7,494
WF-6920	COST OF WATER MAIN DEPRECIATION	5,365,661		5,365,661
WF-6930	COST OF WATER BUILDING DEPRECIATION	2,516,268		2,516,268
WF-6940	COST OF PUMPING EQUIPMENT DEPRECIATION	222,338		222,338
WF-6950	COST OF FURNITURE & EQUIPMENT PURCHASES	186,029		186,029
WF-6960	COST OF MOTOR VEHICLES PURCHASES	82,795	80,000	162,795
WF-7100	CONSTRUCTION OF WATER METERING STATIONS	765,000		765,000
WF-7200	CONSTRUCTION OF CHICAGO PUMPING STATION	0		0
WF-7300	CONSTRUCTION OF DU PAGE PUMPING STATION	3,372,000		3,372,000
WF-7400	CONSTRUCTION OF WATER SYSTEM STORAGE	327,000		327,000
WF-7500	CONSTRUCTION OF WATER TRANSMISSION MAINS	15,000,000		15,000,000
WF-7600	CONSTRUCTION OF WATER FEEDER MAINS	0		0
WF-7700	CONSTRUCTION OF PRESSURE ADJUSTING STATIONS	0		0
WF-7800	SYSTEM DISINFECTION AND START UP EXPENSES	0		0
WF-7910	COST OF CONSTRUCTION ENGINEERING	4,881,900		4,881,900
WF-7950	COST OF CONSTRUCTION LEGAL SERVICES	228,000		228,000
WF-7960	COST OF CONSTRUCTION MATERIAL TESTING SERVICES	226,500		226,500
WF-7970	COST OF CONSTRUCTION RIGHTS-OF-WAY AND EASEMENTS	5,100		5,100
WF-7980	COST OF CAPITALIZED FIXED ASSETS	0		0
WF-7990	CONTINGENCY	12,254,750	(7,805,600)	4,449,150
TOTAL WATER FUND EXPENDITURES		260,454,643	0	260,454,643
O-12-02			0.09%	
O-2-03			3.00%	
TOTAL %			3.09%	

Ordinance O-2-03

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

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Chairman

ATTEST:

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Clerk

**DU PAGE WATER COMMISSION****ORDINANCE NO. O-3-03****AN ORDINANCE APPROVING AND ADOPTING  
AN ANNUAL MANAGEMENT BUDGET FOR THE  
FISCAL YEAR COMMENCING MAY 1, 2003 AND  
ENDING APRIL 30, 2004**

WHEREAS, the General Manager and Administrative Staff of the DuPage Water Commission (the "Commission") prepared and submitted a tentative annual Management Budget for the fiscal year commencing May 1, 2003 and ending April 30, 2004, in substantially the form attached hereto as Exhibit 1, as and when required by Article X, Section 2 of the Commission's By-Laws, as amended from time to time; and

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

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary and desirable for the Commission to approve and adopt the budget set forth in the attached Exhibit 1 as and for its Management Budget for the fiscal year commencing May 1, 2003 and ending April 30, 2004; and

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

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

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

Ordinance O-3-03

SECTION TWO: The Budget attached hereto as Exhibit 1 and by this reference incorporated herein and made a part hereof shall be and hereby is approved and adopted as and for the Management Budget of the DuPage Water Commission for the fiscal year commencing May 1, 2003 and ending April 30, 2004.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

DU PAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2003 TO APRIL 30, 2004

## EXHIBIT 1

ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 02-03 FORECASTED	WATER FUND FY 02-03 BUDGET	WATER FUND FY 03-04 BUDGET
5000	REVENUES				
5110	O & M PAYMENTS	PAGE 3	42,429,205	43,256,125	45,479,533
5120	FIXED COST PAYMENTS	PAGE 3	10,164,758	10,164,758	8,916,329
5130	SUBSEQUENT CUSTOMER DIFFERENTIAL	PAGE 3	1,030,821	1,005,634	1,023,572
5140	EMERGENCY WATER SERVICE	PAGE 3	10,804	0	29,059
5200	PROPERTY TAXES	PAGE 3	0	0	0
5300	SALES TAXES	PAGE 3	31,917,473	33,717,690	32,555,791
5810	INTEREST INCOME	PAGE 3	6,042,991	4,531,250	6,080,000
5900	OTHER INCOME	PAGE 3	596,714	370,750	56,300
	TOTAL REVENUE		92,192,766	93,046,207	94,140,584
6000	OPERATING EXPENDITURES				
6100	PERSONAL SERVICES	PAGE 5	2,349,370	2,434,103	2,597,416
6200	PROFESSIONAL SERVICES	PAGE 7	306,432	249,320	392,310
6300	PURCHASED SERVICES	PAGE 8	269,948	737,400	850,950
6400	INSURANCE	PAGE 9	647,365	1,493,781	1,746,663
6500	ADMINISTRATIVE COSTS	PAGE 10	114,821	131,520	147,120
6600	DIRECT WATER DISTRIBUTION COSTS	PAGE 11	46,328,541	45,768,774	50,510,173
6700	BOND INTEREST COSTS	PAGE 12	13,349,920	15,218,089	12,570,616
6800	LAND AND RIGHT-OF-WAY	PAGE 12	3,495	5,995	5,995
6900	CAPITAL EQUIPMENT/DEPRECIATION	PAGE 13	6,681,598	6,698,472	6,780,299
	TOTAL OPERATING EXPENDITURES		70,051,490	72,737,454	75,601,542
7000	CONSTRUCTION EXPENDITURES	PAGE 14	0	0	0
	TOTAL EXPENDITURES		70,051,490	72,737,454	75,601,542
	NET OPERATING ACCOUNTING TRANSACTIONS		22,141,276	20,308,753	18,539,042

DU PAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2003 TO APRIL 30, 2004

## EXHIBIT 1

ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 02-03 FORECASTED	WATER FUND FY 02-03 BUDGET	WATER FUND FY 03-04 BUDGET
	NET ASSETS BALANCE				
	NET CURRENT YEAR TRANSACTIONS	PAGE 1	22,141,276	20,308,753	18,539,042
	FIXED ASSET EQUITY TRANSFERS		0	0	0
	BEGINNING NET ASSET BALANCE		347,708,171	346,440,411	369,849,447
	ENDING NET ASSET BALANCE		369,849,447	366,749,164	388,388,489
	NET ASSETS BALANCE ANALYSIS				
4211	HELD FOR EMERGENCY REPAIRS		28,100,000	28,100,000	28,900,000
4212	RESERVED FOR WHOLESALE WATER RATE STABILIZATION		46,942,014	52,055,620	48,056,941
4213	RESERVED FOR THE ACQUISITION OF CAPITAL ASSETS		51,644,181	54,915,406	55,167,930
4210	TOTAL UNRESTRICTED		126,686,195	135,071,026	132,124,871
4220	RESTRICTED BY ORDINANCE/RESOLUTION		61,164,965	49,339,630	61,246,535
4230	INVESTED IN PROPERTY PLANT AND EQUIPMENT		181,998,287	182,338,508	195,017,083
	NET ASSETS BALANCE		369,849,447	366,749,164	388,388,489
	USE OF OPERATING INCOME				
	NET OPERATING ACCOUNTING TRANSACTIONS		22,141,276	20,308,753	18,539,042
	ITEMS NOT IN ACCOUNTING BUDGET				
	USED FOR G. O. BOND PRINCIPAL		(8,400,000)	(7,945,000)	(8,810,000)
	USED FOR REVENUE BOND PRINCIPAL		(9,150,000)	(9,150,000)	(9,605,000)
	CONSTRUCTION OUTLAYS		(6,833,771)	(8,283,500)	(9,242,000)
	NON-CASH ACCOUNTING EXPENSES				
	DEPRECIATION		6,681,598	6,698,472	6,780,299
	BALANCED BUDGET CALCULATION		4,439,103	1,628,725	(2,337,659)



DU PAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2003 TO APRIL 30, 2004

## EXHIBIT 1

ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 02-03 FORECASTED	WATER FUND FY 02-03 BUDGET	WATER FUND FY 03-04 BUDGET
5000	REVENUES				
5100	WATER REVENUES				
5110	O & M PAYMENTS		42,429,205	43,256,125	45,479,533
5120	FIXED COST PAYMENTS		10,164,758	10,164,758	8,916,329
5130	SUBSEQUENT CUSTOMER DIFFERENTIAL		1,030,821	1,005,634	1,023,572
5140	EMERGENCY WATER SERVICE		10,804	0	29,059
5200	PROPERTY TAXES		0	0	0
5300	SALES TAXES		31,917,473	33,717,690	32,555,791
5800	INVESTMENT EARNINGS				
5810	INTEREST INCOME		6,042,991	4,531,250	6,080,000
5900	OTHER INCOME		596,714	370,750	56,300
	TOTAL REVENUE		92,192,766	93,046,207	94,140,584

DU PAGE WATER COMMISSION  
ESTIMATED CHARTER CUSTOMER  
FIXED COST PAYMENT SCHEDULE (WF-5120)  
MAY 1, 2003 TO APRIL 30, 2004

## EXHIBIT 1

MUNICIPALITY	REQUIRED FIXED COST PAYMENT \$17,832,658 50% SALES TAX FUNDED														
	2001 & 2002 CALENDAR YEARS USE (1000 GAL)	2001 & 2002 CALENDAR YEARS % USAGE	(\$8,916,329) AMOUNT TO BE RATE FUNDED \$8,916,329	FOR: 05/31/03 DUE: 07/10/03	FOR: 06/30/03 DUE: 08/10/03	FOR: 07/31/03 DUE: 09/10/03	FOR: 08/31/03 DUE: 10/10/03	FOR: 09/30/03 DUE: 11/10/03	FOR: 10/31/03 DUE: 12/10/03	FOR: 11/30/03 DUE: 01/10/04	FOR: 12/31/03 DUE: 02/10/04	FOR: 01/31/04 DUE: 03/10/04	FOR: 02/29/04 DUE: 04/10/04	FOR: 03/31/04 DUE: 05/10/04	FOR: 04/30/04 DUE: 06/10/04
ADDISON	2,861,874	4.5578%	\$406,380	\$33,865	\$33,865	\$33,865	\$33,865	\$33,865	\$33,865	\$33,865	\$33,865	\$33,865	\$33,865	\$33,865	\$33,865
BENSENVILLE	1,857,849	2.9588%	263,820	21,985	21,985	21,985	21,985	21,985	21,985	21,985	21,985	21,985	21,985	21,985	21,985
BLOOMINGDALE	1,858,607	2.9600%	263,916	21,993	21,993	21,993	21,993	21,993	21,993	21,993	21,993	21,993	21,993	21,993	21,993
CAROL STREAM	2,916,086	4.6441%	414,084	34,507	34,507	34,507	34,507	34,507	34,507	34,507	34,507	34,507	34,507	34,507	34,507
CLARENDON HILLS	533,869	0.8502%	75,804	6,317	6,317	6,317	6,317	6,317	6,317	6,317	6,317	6,317	6,317	6,317	6,317
DARIEN	1,616,342	2.5742%	229,524	19,127	19,127	19,127	19,127	19,127	19,127	19,127	19,127	19,127	19,127	19,127	19,127
DOWNERS GROVE	4,428,815	7.0532%	628,896	52,408	52,408	52,408	52,408	52,408	52,408	52,408	52,408	52,408	52,408	52,408	52,408
ELMHURST	3,258,717	5.1898%	462,732	38,561	38,561	38,561	38,561	38,561	38,561	38,561	38,561	38,561	38,561	38,561	38,561
GLEN ELLYN	2,066,635	3.2913%	293,460	24,455	24,455	24,455	24,455	24,455	24,455	24,455	24,455	24,455	24,455	24,455	24,455
GLENDALE HTS	2,009,811	3.2008%	285,396	23,783	23,783	23,783	23,783	23,783	23,783	23,783	23,783	23,783	23,783	23,783	23,783
HINSDALE	1,902,401	3.0297%	270,144	22,512	22,512	22,512	22,512	22,512	22,512	22,512	22,512	22,512	22,512	22,512	22,512
ITASCA	1,061,643	1.6908%	150,756	12,563	12,563	12,563	12,563	12,563	12,563	12,563	12,563	12,563	12,563	12,563	12,563
LISLE	2,046,845	3.2598%	290,652	24,221	24,221	24,221	24,221	24,221	24,221	24,221	24,221	24,221	24,221	24,221	24,221
LOMBARD	3,227,352	5.1398%	458,280	38,190	38,190	38,190	38,190	38,190	38,190	38,190	38,190	38,190	38,190	38,190	38,190
NAPERVILLE	12,207,129	19.4408%	1,733,412	144,451	144,451	144,451	144,451	144,451	144,451	144,451	144,451	144,451	144,451	144,451	144,451
OAK BROOK	3,052,744	4.8617%	433,488	36,124	36,124	36,124	36,124	36,124	36,124	36,124	36,124	36,124	36,124	36,124	36,124
ROSELLE	1,581,405	2.5185%	224,556	18,713	18,713	18,713	18,713	18,713	18,713	18,713	18,713	18,713	18,713	18,713	18,713
VILLA PARK	1,454,453	2.3163%	206,532	17,211	17,211	17,211	17,211	17,211	17,211	17,211	17,211	17,211	17,211	17,211	17,211
WESTMONT	2,085,529	3.3214%	296,148	24,679	24,679	24,679	24,679	24,679	24,679	24,679	24,679	24,679	24,679	24,679	24,679
WHEATON	4,030,246	6.4185%	572,292	47,691	47,691	47,691	47,691	47,691	47,691	47,691	47,691	47,691	47,691	47,691	47,691
WILLOWBROOK	839,222	1.3365%	119,172	9,931	9,931	9,931	9,931	9,931	9,931	9,931	9,931	9,931	9,931	9,931	9,931
WOOD DALE	1,092,302	1.7396%	155,112	12,926	12,926	12,926	12,926	12,926	12,926	12,926	12,926	12,926	12,926	12,926	12,926
WOODRIDGE	2,312,273	3.6825%	328,344	27,362	27,362	27,362	27,362	27,362	27,362	27,362	27,362	27,362	27,362	27,362	27,362
WINFIELD	645,166	1.0275%	91,608	7,634	7,634	7,634	7,634	7,634	7,634	7,634	7,634	7,634	7,634	7,634	7,634
OAK BROOK TERRACE	94,710	0.1508%	13,452	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121
IAWC-ARROWHEAD	134,719	0.2146%	19,128	1,594	1,594	1,594	1,594	1,594	1,594	1,594	1,594	1,594	1,594	1,594	1,594
IAWC-VALLEY VIEW	464,731	0.7401%	65,988	5,499	5,499	5,499	5,499	5,499	5,499	5,499	5,499	5,499	5,499	5,499	5,499
IAWC-COUNTRY CLUB	73,568	0.1172%	10,452	871	871	871	871	871	871	871	871	871	871	871	871
IAWC-LMBRD HGHTS	50,169	0.0799%	7,128	594	594	594	594	594	594	594	594	594	594	594	594
IAWC-DP/LISLE	421,135	0.6707%	59,796	4,983	4,983	4,983	4,983	4,983	4,983	4,983	4,983	4,983	4,983	4,983	4,983
ARGONNE NATIONAL LAB	377,745	0.6016%	53,640	4,470	4,470	4,470	4,470	4,470	4,470	4,470	4,470	4,470	4,470	4,470	4,470
IAWC-LIBERTY RIDGE WEST	213,087	0.3394%	30,264	2,522	2,522	2,522	2,522	2,522	2,522	2,522	2,522	2,522	2,522	2,522	2,522
IAWC-LIBERTY RIDGE EAST (1)	13,990	0.0223%	1,992	166	166	166	166	166	166	166	166	166	166	166	166
ROUNDING	0	0.0000%	(19)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(1)	(1)	(1)	(1)
ALL CUSTOMERS TOTAL	62,791,169	100.0000%	\$8,916,329	\$743,027	\$743,027	\$743,027	\$743,027	\$743,027	\$743,027	\$743,027	\$743,028	\$743,028	\$743,028	\$743,028	\$743,028

(1) - CUSTOMER LESS THAN TWO FULL CALENDAR YEARS - USE ALLOCATION

	FY 2003-04	FY 2002-03
ESTIMATED O & M RATE	\$1.38	\$1.34
ESTIMATED FIXED COST CHARGE PER 1000 GALLONS	0.27	0.31
ESTIMATED TOTAL RATE	\$1.65	\$1.65

DU PAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2003 TO APRIL 30, 2004

## EXHIBIT 1

ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 02-03 FORECASTED	WATER FUND FY 02-03 BUDGET	WATER FUND FY 03-04 BUDGET
6000	OPERATING EXPENSES				
6100	PERSONAL SERVICES				
6110	SALARIES & WAGES				
6111	ADMINISTRATIVE-REGULAR		582,209	571,730	606,608
6112	OPERATIONS-REGULAR		1,078,022	1,104,156	1,152,160
6116	ADMINISTRATIVE - OVERTIME		1,348	1,429	1,517
6117	OPERATIONS - OVERTIME		168,777	145,000	110,000
6120	FRINGE BENEFITS				
6121	PENSION		145,927	145,784	224,434
6122	MEDICAL/LIFE BENEFITS		319,657	394,810	306,000
6123	FEDERAL PAYROLL TAXES		24,375	26,424	143,077
6128	STATE UNEMPLOYMENT TAXES		1,627	1,620	1,620
6130	PROFESSIONAL DEVELOPMENT				
6131	TRAVEL		12,845	13,500	15,450
6132	TRAINING		6,965	12,250	14,550
6133	PROFESSIONAL DEVELOPMENT		1,388	8,100	12,100
6190	OTHER PERSONNEL COSTS				
6191	PERSONNEL RECRUITMENT		6,230	9,300	9,900
	TOTAL PERSONAL SERVICES		2,349,370	2,434,103	2,597,416

DU PAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2003 TO APRIL 30, 2004

## EXHIBIT 1

ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 02-03 FORECASTED	WATER FUND FY 02-03 BUDGET	WATER FUND FY 03-04 BUDGET
6200	PROFESSIONAL SERVICES				
6230	FINANCIAL SERVICES				
6231	BOND ADVISORY SERVICES		0	2,000	1,000
6232	GENERAL FINANCIAL CONSULTING		625	750	60,750
6233	TRUST SERVICES/BANK CHARGES		16,531	40,320	34,210
6239	OTHER FINANCIAL SERVICES		1,500	1,750	1,750
6250	LEGAL SERVICES				
6251	GENERAL COUNSEL		221,030	170,000	250,000
6252	BOND COUNSEL		0	1,500	1,600
6253	SPECIAL COUNSEL		0	5,000	15,000
6258	LEGAL NOTICES		3,746	3,000	3,000
6259	OTHER LEGAL SERVICES		63,000	25,000	25,000
	TOTAL PROFESSIONAL SERVICES		306,432	249,320	392,310

DU PAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2003 TO APRIL 30, 2004

## EXHIBIT 1

ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 02-03 FORECASTED	WATER FUND FY 02-03 BUDGET	WATER FUND FY 03-04 BUDGET
6300	PURCHASED SERVICES				
6310	AUDIT SERVICES		34,500	32,700	43,500
6350	INSURANCE SERVICES		0	12,000	0
6380	CONSULTING SERVICES				
6381	C.A.D.D. MAPPING		0	0	0
6385	TASTE & ODOR STUDY		0	0	0
6389	OTHER CONSULTING SERVICES		221,881	451,000	710,000
6390	CONTRACTUAL SERVICES				
6391	MATERIAL TESTING		9,303	200,000	50,000
6394	PUBLIC INFORMATION		1,849	3,500	3,500
6395	CONTRACT LABOR		1,812	3,200	3,200
6399	OTHER CONTRACTUAL SERVICES		603	35,000	40,750
	TOTAL PURCHASED SERVICES		269,948	737,400	850,950

DU PAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2003 TO APRIL 30, 2004

## EXHIBIT 1

ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 02-03 FORECASTED	WATER FUND FY 02-03 BUDGET	WATER FUND FY 03-04 BUDGET
6400	INSURANCE				
6410	CASUALTY INSURANCE				
6411	GENERAL LIABILITY		116,696	94,042	126,857
6412	PUBLIC OFFICIAL'S LIABILITY		76,830	82,575	80,000
6413	TEMPORARY BONDS		469	500	688
6414	ENGINEER'S LIABILITY		0	0	0
6415	WORKER'S COMPENSATION		27,419	54,274	59,607
6416	UMBRELLA COVERAGE		0	0	0
6417	ALL RISK-BUILDER'S RISK		0	0	0
6420	PROPERTY INSURANCE				
6421	TANGIBLE PROPERTY		425,951	237,390	454,511
6422	AUTOMOBILE		0	0	0
6490	OTHER COVERAGE				
6491	SELF INSURED CLAIMS		0	1,025,000	1,025,000
	TOTAL INSURANCE		647,365	1,493,781	1,746,663

DU PAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2003 TO APRIL 30, 2004

## EXHIBIT 1

ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 02-03 FORECASTED	WATER FUND FY 02-03 BUDGET	WATER FUND FY 03-04 BUDGET
6500	ADMINISTRATIVE COSTS				
6510	OCCUPANCY COSTS				
6513	BUILDING HEATING		20,124	32,500	32,500
6514	TELEPHONE		30,876	33,110	35,310
6520	SUPPLIES & REFERENCES				
6521	GENERAL SUPPLIES		17,675	15,000	23,350
6522	BOOKS & PUBLICATIONS		4,086	2,500	3,500
6530	PRINTING & PUBLICATIONS				
6531	PRINTING EXPENSE		1,176	5,150	5,475
6532	POSTAGE & DELIVERY		11,594	12,000	15,600
6540	DUES, SUBSCRIPTIONS		12,197	17,500	13,755
6550	OFFICE EQUIPMENT REPAIRS		12,691	12,000	15,000
6590	OTHER ADMINISTRATIVE EXPENSE		4,402	1,760	2,630
	TOTAL ADMINISTRATIVE & MAINTENANCE COSTS		114,821	131,520	147,120

DU PAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2003 TO APRIL 30, 2004

## EXHIBIT 1

ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 02-03 FORECASTED	WATER FUND FY 02-03 BUDGET	WATER FUND FY 03-04 BUDGET
6600	DIRECT WATER DISTRIBUTION COSTS				
6610	WATER SUPPLY				
6611	WATER PURCHASES - CHICAGO CONTRACT		40,185,070	39,544,005	43,397,907
6612	ELECTRICITY		2,197,903	1,681,075	2,298,600
6613	WATER CHEMICALS		46,922	20,000	45,000
6614	WATER TESTING		3,357	6,000	6,000
6620	PUMP STATION OPERATIONS				
6621	PUMPING OPERATIONS		76,931	201,300	225,000
6622	BUILDING MAINTENANCE & REPAIR		1,085,953	800,000	715,015
6623	METER TESTING & REPAIR		38,941	125,000	125,000
6624	SCADA/INSTRUMENTATION		57,398	65,000	58,000
6625	EQUIPMENT RENTAL		3,124	5,000	5,000
6626	UNIFORMS		9,053	7,000	8,000
6630	PIPE LINE MAINTENANCE				
6631	PIPELINE REPAIRS		2,344,472	2,750,000	2,950,000
6632	PIPELINE CORROSION TESTING		50,657	55,000	60,000
6633	METER STATIONS, ROV, STANDPIPES		92,845	285,000	385,000
6634	PLAN REVIEW - PIPELINE CONFLICTS		49,417	95,000	96,000
6635	EQUIPMENT RENTAL		0	25,000	25,000
6636	UNIFORMS		2,526	3,250	3,850
6637	PIPELINE SUPPLIES		42,808	38,100	38,850
6640	VEHICLES & EQUIPMENT				
6641	REPAIRS		14,203	31,167	35,990
6642	GASOLINE		26,265	31,000	31,000
6643	LICENSES		696	877	961
	TOTAL DIRECT WATER DISTRIBUTION COSTS		46,328,541	45,768,774	50,510,173



DU PAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2003 TO APRIL 30, 2004

## EXHIBIT 1

ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 02-03 FORECASTED	WATER FUND FY 02-03 BUDGET	WATER FUND FY 03-04 BUDGET
6700	BOND INTEREST COSTS				
6720	BOND INTEREST				
6721	GENERAL OBLIGATION BONDS		3,889,474	5,759,930	3,609,321
6722	REVENUE BONDS		9,460,446	9,458,159	8,961,295
	TOTAL PRINCIPAL AND INTEREST EXPENSES		13,349,920	15,218,089	12,570,616
6800	LAND AND RIGHT-OF-WAY				
6810	LEASES		500	1,000	1,000
6820	PERMITS & FEES		0	1,000	1,000
6830	EASEMENTS		2,995	2,995	2,995
6890	RELATED SERVICES		0	1,000	1,000
	TOTAL LAND AND RIGHT-OF-WAY		3,495	5,995	5,995

DU PAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2003 TO APRIL 30, 2004

## EXHIBIT 1

ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 02-03 FORECASTED	WATER FUND FY 02-03 BUDGET	WATER FUND FY 03-04 BUDGET
6900	CAPITAL EQUIPMENT/DEPRECIATION				
6920	WATER MAINS		4,285,054	4,292,529	4,285,054
6930	BUILDINGS		2,041,230	2,013,014	2,049,980
6940	PUMPING EQUIPMENT		177,870	177,870	232,820
6950	EQUIPMENT PURCHASES & DEPRECIATION				
6951	DATA PROCESSING PURCHASES		1,704	43,350	35,000
6952	OTHER EQUIPMENT PURCHASES		4,179	22,500	45,000
6958	CAPITALIZED EQUIPMENT PURCHASES		(5,883)	(65,850)	(80,000)
6959	EQUIPMENT DEPRECIATION		126,803	148,823	142,803
6960	VEHICLE PURCHASES & DEPRECIATION				
6961	MOTOR VEHICLES PURCHASES		77,981	98,000	95,000
6968	CAPITALIZED VEHICLES PURCHASES		(77,981)	(98,000)	(95,000)
6969	VEHICLE DEPRECIATION		50,641	66,236	69,642
	TOTAL CAPITAL EQUIPMENT/DEPRECIATION		6,681,598	6,698,472	6,780,299
	TOTAL OPERATING EXPENSES		70,051,490	72,737,454	75,601,542

DU PAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2003 TO APRIL 30, 2004

## EXHIBIT 1

ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 02-03 FORECASTED	WATER FUND FY 02-03 BUDGET	WATER FUND FY 03-04 BUDGET
7000	CONSTRUCTION EXPENDITURES				
7100	METERING STATIONS		333,799	255,000	0
7300	DU PAGE PUMPING STATION		0	1,124,000	1,099,000
7400	SYSTEM STORAGE		120,577	109,000	350,000
7500	TRANSMISSION MAINS		4,769,682	5,000,000	5,797,500
7600	FEEDER MAINS		0	0	0
7910	CONSTRUCTION ENGINEERING				
7912	FACILITIES IMPROVEMENTS		0	1,048,000	1,026,000
7913	PIPELINE IMPROVEMENTS		1,430,397	550,000	600,000
7914	CUSTOMER ADDITIONS		36,865	10,000	0
7915	EMERGENCY CONNECTIONS		29,000	19,300	0
7950	LEGAL				
7951	GENERAL COUNSEL		37,973	75,000	30,000
7958	LEGAL NOTICES		0	1,000	4,000
7960	PURCHASED SERVICES				
7961	APPRAISAL SERVICES		0	200	500
7962	MATERIAL TESTING SERVICES		75,478	75,000	280,000
7963	VIDEO TAPING		0	300	4,500
7970	LAND AND RIGHT-OF-WAY				
7972	PERMITS & FEES		0	1,000	0
7973	EASEMENTS		0	0	0
7974	REAL PROPERTY		0	0	0
7979	RELATED SERVICES		0	700	500
7980	CAPITALIZED FIXED ASSETS		(6,833,771)	(8,283,500)	(9,242,000)
7990	MISCELLANEOUS CONSTRUCTION		0	15,000	50,000
	TOTAL CONSTRUCTION EXPENDITURES		0	0	0

**DU PAGE WATER COMMISSION****ORDINANCE NO. O-4-03****AN ORDINANCE ESTABLISHING A WATER RATE  
FOR OPERATION AND MAINTENANCE COSTS FOR  
THE FISCAL YEAR COMMENCING  
MAY 1, 2003 AND ENDING APRIL 30, 2004**

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

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

WHEREAS, the Commission prepared and submitted to the Charter Customers a tentative budget for the Fiscal Year commencing May 1, 2003 and ending April 30, 2004 (the "Covered Fiscal Year"), as required by said Subsection 7(l) (the "Tentative Budget"); and

WHEREAS, the Tentative Budget contained an estimate of Operation and Maintenance Costs for the Covered Fiscal Year in a stated price of \$1.38 per 1,000 gallons of water delivered; and

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

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary and sufficient for the Commission to approve and adopt the stated price of \$1.38 per 1,000 gallons of water delivered as and for the water rate to be charged to all Contract Customers for Operation and Maintenance Costs in the Covered Fiscal Year;

## Ordinance O-4-03

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

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

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

SECTION THREE: A water rate of \$1.38 per 1,000 gallons of water delivered shall be and it hereby is established for Operation and Maintenance Costs for the Covered Fiscal Year. The water rate for Operation and Maintenance Costs established pursuant to this Ordinance for the Covered Fiscal Year shall apply equally to Charter Customers and Subsequent Customers and shall be in addition to, and not in lieu of or as a credit against, any and all other costs, fees or charges imposed by the Charter Customer Contract or any Subsequent Contract.

SECTION FOUR: Notwithstanding any other provision of this Ordinance, at any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water Allocation bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period.

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

Ordinance O-4-03

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors; provided, however, that Sections Three and Four of this Ordinance shall be of no force or effect until May 1, 2003.

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Ordinances/O-4-03.DOC

**DU PAGE WATER COMMISSION****ORDINANCE NO. O-5-03****AN ORDINANCE ESTABLISHING FIXED COSTS TO  
BE PAYABLE BY EACH CONTRACT CUSTOMER  
FOR THE FISCAL YEAR COMMENCING  
MAY 1, 2003 AND ENDING APRIL 30, 2004**

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

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

WHEREAS, the Commission prepared and submitted to the Charter Customers a tentative budget for the Fiscal Year commencing May 1, 2003 and ending April 30, 2004 (the "Covered Fiscal Year"), as required by Subsection 7(l) of the Charter Customer Contract (the "Tentative Budget"); and

WHEREAS, the Tentative Budget contained an estimate of Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year in a stated aggregate dollar amount of \$8,916,329.00, which is approximately \$0.27 per 1,000 gallons of water included in the Full Water Requirements of the Contract Customers for the period between January 1, 2001 and December 31, 2002; and

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

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary and sufficient for the Commission to approve and adopt the

stated aggregate dollar amount of \$8,916,329.00 as and for the amount of Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year;

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

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

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

SECTION THREE: The Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year shall be and they hereby are established in the aggregate dollar amount of \$8,916,329.00, which is approximately \$0.27 per 1,000 gallons of water included in the Full Water Requirements of the Contract Customers for the period between January 1, 2001 and December 31, 2002. Each Contract Customer's proportionate share of Fixed Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be in addition to, and not in lieu of or as a credit against, any and all other costs, fees or charges imposed by the Charter Customer or applicable Subsequent Contract.

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

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board



Ordinance O-5-03

Chairman and 40% of the Commissioners appointed by the Mayors; provided, however, that Section Three of this Ordinance shall be of no force or effect until May 1, 2003.

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2003

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Chairman

ATTEST:

---

Clerk

Board/Ordinances/O-5-03.DOC

**ORDINANCE O-6-03****AN ORDINANCE ELECTING PARTICIPATION IN THE  
ILLINOIS MUNICIPAL RETIREMENT FUND**

WHEREAS, Article 7 of the Illinois Pension Code, 40 ILCS 5/7-101 *et seq.*, provides that a unit of government may elect to participate in the Illinois Municipal Retirement Fund by the adoption of a resolution or ordinance of its governing body, participation to begin following receipt by the Board of Trustees of the Illinois Municipal Retirement Fund (the “IMRF Board”) of official notice of the election by the unit of government and on a date specified by the IMRF Board;

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

1. That the DuPage Water Commission, DuPage, Cook and Will Counties, Illinois, does hereby elect to participate in the Illinois Municipal Retirement Fund (IMRF).
2. That the standard for IMRF participation shall be a position normally requiring performance of duty for at least 1,000 hours per year.
3. That the Clerk be directed to promptly file a certified copy of this Ordinance with the IMRF Board.

4. That this Ordinance shall be in full force and effect from and after  
its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

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Chairman

ATTEST:

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Clerk

## **CERTIFICATION**

I, Jack D. Tenison, the Clerk of the DuPage Water Commission of the Counties of DuPage, Cook and Will, State of Illinois, do hereby certify that I am the keeper of the books and records of the aforesaid unit of government and that the foregoing is a true and correct copy of an Ordinance duly adopted by the Board of Commissioners of said unit of government at a meeting convened and held on the tenth day of April, 2003.

SEAL

---

Clerk

**DU PAGE WATER COMMISSION****RESOLUTION R-8-03****A RESOLUTION DIRECTING THE  
TRANSFER OF THE EXCESS DEBT SERVICE RESERVE  
ACCOUNT BALANCE TO THE GENERAL ACCOUNT OF THE WATER FUND**

WHEREAS, by Ordinance No. O-1-87, the DuPage Water Commission (the "Commission") authorized the issuance of certain revenue bonds (the "Bonds") and created several special funds of the Commission, including without limitation the "Water Fund" established by Section 8.01 of Ordinance No. O-1-87, the "Rebate Fund" established by Section 8.13 of Ordinance No. O-1-87 and the "Revenue Bonds Construction Fund (1987)" established by Subsection 15.02D of Ordinance No. O-1-87; and

WHEREAS, Ordinance No. O-1-87 created several accounts within the Water Fund, including without limitation the "Debt Service Reserve Account" and the "General Account"; and

WHEREAS, pursuant to Section 8.15 of Ordinance No. O-1-87, investment earnings in the Debt Service Reserve Account should first be credited to the Rebate Fund to the extent necessary to maintain the tax exempt status of interest paid on the Bonds, second, be credited to the Debt Service Reserve Account unless the amount to the credit of the Debt Service Reserve Account is more than the Debt Service Reserve Account Requirement, as defined in Ordinance No. O-1-87, third, be transferred to the Revenue Bonds Construction Fund (1987) up to and including May 1, 1992, and fourth, be transferred to the Water Fund; and

Resolution R-8-03

WHEREAS, pursuant to Section 8.17 of Ordinance No. O-1-87, amounts to the credit of the Debt Service Reserve Account in excess of the Debt Service Reserve Account Requirement may be transferred to the General Account; and

WHEREAS, the amount of money required to maintain the tax exempt status of interest paid on the Bonds is nil; and

WHEREAS, the amount of money to the credit of the Debt Service Reserve Account is \$140,214.90 more than the Debt Service Reserve Account Requirement;

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

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

SECTION TWO: The Trustee, as defined in Ordinance No. O-1-87, shall be and hereby is authorized and directed to transfer to the Commission for deposit in the General Account, as of the 31st day of March, 2003, \$140,214.90 from the Debt Service Reserve Account.

SECTION THREE: The monies transferred to the General Account shall be used as provided in Section 8.10 of Ordinance No. O-1-87.

Resolution R-8-03

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2003.

Chairman

ATTEST:

Clerk

R-8-03.DOC

**DU PAGE WATER COMMISSION****RESOLUTION R-9-03****A RESOLUTION DIRECTING THE  
TRANSFER OF CERTAIN EXCESS ACCOUNT  
BALANCES TO THE GENERAL ACCOUNT OF THE WATER FUND**

WHEREAS, by Ordinance No. O-1-87, the DuPage Water Commission (the "Commission") authorized the issuance of certain revenue bonds and created several special funds of the Commission, including without limitation the "Water Fund" established by Section 8.01 of Ordinance No. O-1-87; and

WHEREAS, Ordinance No. O-1-87 created several accounts within the Water Fund, including without limitation the "Operation and Maintenance Reserve Account," the "Depreciation Account" and the "General Account"; and

WHEREAS, pursuant to Section 8.17 of Ordinance No. O-1-87, amounts to the credit of the Operation and Maintenance Reserve Account in excess of the Operation and Maintenance Reserve Account Requirement, as defined in Ordinance No. O-1-87, and amounts to the credit of the Depreciation Account in excess of the Depreciation Account Requirement, as defined in Ordinance No. O-1-87, may be transferred to the General Account; and

WHEREAS, as of the accounting day of March 31, 2003, the amount of money to the credit of the Operation and Maintenance Reserve Account is \$100,715.97 more than the Operation and Maintenance Reserve Account Requirement; and

WHEREAS, as of the accounting day of March 31, 2003, the amount of money to the credit of the Depreciation Account is \$1,110,197.13 more than the Depreciation Account Requirement;



Resolution R-9-03

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

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

SECTION TWO: The Treasurer of the DuPage Water Commission shall be and hereby is authorized and directed to transfer to the General Account \$100,715.97 from the Operation and Maintenance Reserve Account, and \$1,110,197.13 from the Depreciation Account.

SECTION THREE: The monies transferred to the General Account shall be used as provided in Section 8.10 of Ordinance No. O-1-87.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2003

\_\_\_\_\_  
Chairman

ATTEST:

Clerk  
R-9-03.OC

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-10-03

A RESOLUTION ESTABLISHING THE POLICY OF THE DUPAGE  
WATER COMMISSION WITH RESPECT TO FUND BALANCES AND  
CONSTRUCTION AND RATE STABILIZATION RESERVES  
FOR THE FISCAL YEAR ENDING APRIL 30, 2003

WHEREAS, based upon the results of operation of the DuPage Water Commission (the "Commission") through March 31, 2003, there are, and based upon the estimated results of operation through April 30, 2003, it is anticipated that there will be additional, significant fund balances in the Water Fund of the Commission that are not committed to construction, required reserves or other liabilities; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is in the best interest of the Commission and its Contract Customers, as defined in the Water Purchase and Sale Contract dated as of June 11, 1986, by and between the Commission and its Charter Customers (the "Charter Customer Contract"), to maintain certain fund and subaccount balances in the "Water Fund" created by Ordinance No. O-1-87 for the purpose of constructing and making repairs, replacements, renewals, improvements and extensions to the Waterworks System of the Commission, and to maintain a construction reserve and a water rate stabilization reserve in the "General Account" of the Water Fund created by Ordinance No. O-1-87;

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

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

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

SECTION THREE: Of the subaccount balance in the "Sales Tax subaccount" of the General Account of the Water Fund created by Resolution No. R-28-00, \$8,916,329 shall be and it hereby is designated and assigned to the Revenue Bond Reserve within the Sales Tax subaccount of the General Account of the Water Fund, and, except as otherwise required by Section 8.10 of Ordinance No. O-1-87, is hereby restricted for the purpose of reducing the Fixed Costs portion of the water rates that would otherwise be charged to Contract Customers for the Fiscal Year ending April 30, 2004, which Fixed Costs are attributable to the payment of debt service on revenue bonds issued by the Commission to pay for the cost of constructing and making repairs, replacements, renewals, improvements and extensions to the Waterworks System of the Commission (the "FY 2003-04 Revenue Bond Funding Amount").

SECTION FOUR: The Board of Commissioners of the DuPage Water Commission hereby declares that it is the policy of the Commission to maintain a target fund balance in the Water Fund for emergency repairs and other contingencies equal to the lesser of (a) 5 percent of the original cost of construction of the Commission's Waterworks System (\$413,500,000 as of the start of operations May 1, 1992), as adjusted by the ENR Construction Index published by the Engineering News Record, or (b) \$50,000,000.00 (the "Target Fund Balance"). For the fiscal year ending April 30, 2003, the Target Fund Balance is, therefore, \$28,100,000.00.

SECTION FIVE: The Board of Commissioners of the DuPage Water Commission hereby declares that it is the policy of the Commission to maintain \$16,000,000.00 of the Target Fund Balance in the Sales Tax subaccount of the General Account of the Water

Fund (the "Sales Tax Subaccount Target Balance"). The Board of Commissioners of the DuPage Water Commission hereby further declares that it is the policy of the Commission to maintain a construction reserve in the Sales Tax subaccount of the General Account of the Water Fund equal to the amount in the Sales Tax subaccount of the General Account of the Water Fund in excess of (a) the Sales Tax Subaccount Target Balance and (b) the unpaid FY 2003-04 Revenue Bond Funding Amount.

SECTION SIX: The Board of Commissioners of the DuPage Water Commission hereby declares that it is the policy of the Commission to maintain \$12,100,000.00 of the Target Fund Balance in accounts of the Water Fund other than the Sales Tax subaccount of the General Account of the Water Fund. Except as otherwise provided herein with respect to subaccount balances in the Sales Tax subaccount of the General Account of the Water Fund, the Board of Commissioners of the DuPage Water Commission hereby further declares that it is the policy of the Commission to maintain a water rate stabilization reserve in the "Rate Stabilization Reserve subaccount" of the General Account of the Water Fund created by Resolution No. R-18-98 equal to the amount of uncommitted Water Fund balances in excess of \$12,100,000.00.

SECTION SEVEN: Any uncommitted subaccount balance in the Sales Tax subaccount of the General Account of the Water Fund in excess of the Sales Tax Subaccount Target Balance and the unpaid FY 2003-04 Revenue Bond Funding Amount from time to time shall be and it hereby is designated and assigned to the Construction Reserve within the Sales Tax subaccount of the General Account of the Water Fund Corporate Fund, and, except as otherwise required by Section 8.10 of Ordinance No. O-1-87, is hereby restricted for such purpose. Except as otherwise provided herein with respect to subaccount balances in the Sales Tax subaccount of the General Account of the Water

Fund, any uncommitted account balance in the General Account of the Water Fund in excess of \$12,100,000.00 from time to time shall be and it hereby is designated and assigned to the Rate Stabilization Reserve subaccount of the General Account of the Water Fund, and, except as otherwise required by Section 8.10 of Ordinance No. O-1-87, is hereby restricted for such purpose.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

R-10-03.DOC

**DU PAGE WATER COMMISSION****RESOLUTION NO. R-11-03****A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDER  
UNDER QUICK RESPONSE CONTRACT QR-6/02  
AT THE APRIL 10, 2003 DU PAGE WATER COMMISSION MEETING**

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated October 8, 2002 with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for quick response emergency construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-6/02"); and

WHEREAS, Contract QR-6/02 is designed to allow the Commission to direct one or more or all of the quick response contractors to perform emergency construction work, including, without limitation, construction, alteration and repair, related to the Commission's Waterworks System as needed through the issuance of Work Authorization Order; and

WHEREAS, the need, for such emergency 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 Order attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby is

Resolution R-11-03

approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to necessitate the Work Authorization Order was not reasonably foreseeable at the time the contracts were signed, the Work Authorization Order is germane to the original contracts as signed and/or the Work Authorization Order is 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 \_\_\_\_\_, 2003.

\_\_\_\_\_

Chairman

ATTEST:

\_\_\_\_\_

Clerk

Resolution R-11-03

Exhibit 1



CONTRACT QR-6/02  
WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-6.002 : QUICK RESPONSE CONTRACT

LOCATION:

Prairie Path - 1,000 feet east of Westmore Ave., Lombard, IL

CONTRACTOR:

Rossi Contractors

DESCRIPTION OF WORK:

Repair leaking 54" prestressed concrete water main.

REASON FOR WORK:

Water main leak.

MINIMUM RESPONSE TIME:

NONE

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 CONTRACT SPECIFICATIONS AND DRAWINGS:

NONE

DU PAGE WATER COMMISSION

By: James J. Holzwart  
Signature of Authorized Representative James J. Holzwart  
General Manager

DATE: March 17, 2003

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: [Signature]  
Signature of Authorized Representative

DATE: 3-19-03

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-12-03

**A RESOLUTION APPROVING A SECOND AMENDMENT TO  
TASK ORDER NO. 8 UNDER THE MASTER ENGINEERING  
AGREEMENT WITH ALVORD, BURDICK & HOWSON, L.L.C**

WHEREAS, the DuPage Water Commission (the "Commission") entered into an agreement with Alvord, Burdick & Howson, L.L.C. (the "Engineers") dated April 13, 2000, 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 Agreement"); and

WHEREAS, the Master Agreement sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Engineers 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 Engineers; and

WHEREAS, pursuant to Resolution No. R-16-01, the Commission approved Task Order No. 8 to the Master Agreement for Interference Testing with Chicago Regional Committee on Underground Corrosion (CRCUC) Members; and

WHEREAS, pursuant to Resolution No. R-16-02, the Commission approved a First Amendment to Task Order No. 8 to modify the expiration date; and

WHEREAS, the Commission and the Engineers desire to further amend Task Order No. 8 to the Master Agreement to extend the authority of the General Manager to authorize investigations of potential interference cases established by the CRCUC for an additional three years but for no change in the \$3,000.00 per CRCUC case cost of such services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining 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 Engineers have approved the Second Amendment to Task Order No. 8 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 Second Amendment to Task Order No. 8 attached hereto as Exhibit 1 shall be and it hereby is approved.

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 \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

## EXHIBIT 1

**SECOND AMENDMENT TO  
TASK ORDER NO. 8**

In accordance with Section 1 of the Agreement for Engineering Services between the DuPage Water Commission (the "Commission") and Alvord, Burdick & Howson, L.L.C. (the "Engineers"), dated April 13, 2000 (the "Agreement"), the Commission and the Engineers agree to amend, effective as of April 10, 2003, Task Order No. 8 to the Agreement for Interference Testing with Chicago Regional Committee on Underground Corrosion (CRCUC) Members, as previously amended by a First Amendment dated as of April 11, 2002 (collectively, "Task Order No. 8"), as follows:

**1. Other Modifications of Agreement:**

Subsection 7a, of Section 7, entitled "Other Modifications of Agreement," shall be, and it hereby is, amended by deleting the date "April 30, 2003" from said Subsection 7a and substituting the date "April 30, 2006" in its place.

In all other respects, Task Order No. 8 to the Agreement shall remain in full force and effect, and Task Order No. 8 to the Agreement shall be binding on both parties as hereinabove amended.

DU PAGE WATER COMMISSION

BY: \_\_\_\_\_  
James J. Holzwart  
General Manager

ALVORD, BURDICK & HOWSON, L.L.C.

By: \_\_\_\_\_  
Donald E. Eckmann  
Partner

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-13-03

A RESOLUTION APPROVING AND RATIFYING CERTAIN  
TASK ORDER(S) UNDER A MASTER ENGINEERING  
AGREEMENT WITH ALVORD, BURDICK & HOWSON, L.L.C.  
AT THE APRIL 10, 2003, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into an agreement with Alvord, Burdick & Howson, L.L.C. (the "Engineers") dated April 13, 2000, 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 Agreement"); and

WHEREAS, the Master Agreement sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Engineers will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Order(s) to be approved by the Commission and the Engineers; and

WHEREAS, the Engineers have approved the Task Order(s) attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Order(s)");

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 Order(s) 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 that the circumstances said to

Resolution No. R-13-03

necessitate the Task Order(s) were not reasonably foreseeable at the time the Master Agreement was signed, the Task Order(s) are germane to the Master Agreement as signed, and/or the Task Order(s) 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 \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk



Resolution No. R-13-03

EXHIBIT 1

**TASK ORDER NO. 14**

In accordance with Section 1 of the Agreement for Engineering Services between the DuPage Water Commission (the "Commission") and Alvord, Burdick & Howson, L.L.C. (the "Engineers"), dated April 13, 2000 (the "Agreement"), the Commission and the Engineers agree as follows:

1. Specific Project Data:
  - A. Title of the Project: Indefinite - Delivery, Indefinite - Quantity Assignments
  - B. Description and Scope of the Project:

To utilize the Engineers expertise, knowledge and records of the Commission's facilities for the Commission's benefit.
2. Services of Engineer:

As may be assigned by the General Manager of the Commission and confirmed by a partner of the Engineers in writing.
3. Approximate Design Period: Not Applicable
4. Approximate Construction Period: Not Applicable
5. Indirect Costs Factor: No Change
6. Not-to Exceed Costs: \$5,000.00 per assignment
7. Other Modifications of Agreement: Not Applicable
8. Attachments: None

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

The Effective Date of this Task Order is April 10, 2003.

DUPAGE WATER COMMISSION

BY: \_\_\_\_\_  
James J. Holzwart  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Edward J. Nawrocki  
Title: Manager of Maintenance & Operations  
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642  
E-mail Address: nawrocki@dpwc.org  
Phone: (630) 834-0100  
Fax: (630) 834-0120

ALVORD, BURDICK & HOWSON, L.L.C.

BY: \_\_\_\_\_  
Donald E. Eckmann  
Partner

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Donald E. Eckmann  
Title: Partner  
Address: 20 North Wacker Drive, Suite 1401, Chicago, Illinois 60606  
E-mail Address: deckmann@abhengineers.com  
Phone: (312) 236-9147  
Fax: (312) 236-0692

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-14-03

A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT CONCERNING THE IMPLEMENTATION OF  
WATER SERVICE TO THE DOWNERS GROVE SERVICE AREA  
IN DUPAGE COUNTY

WHEREAS, the DuPage Water Commission (the “Commission”) is a public corporation created under the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.*, and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and is authorized to enter into contracts and agreements relating to the purchase and supply of water pursuant to the laws of the State of Illinois; and

WHEREAS, certain areas of DuPage County have been affected by contaminated well water, which contamination poses a significant threat to the health and safety of numerous individuals; and

WHEREAS, to carry out their duties and responsibilities, and desiring to create a method of providing an adequate supply of Lake Michigan water to areas of DuPage County affected by contaminated well water, the Commission, the County of DuPage (the “County”), and the Village of Downers Grove, among others, entered into that certain Intergovernmental Agreement for the Provision of Lake Michigan Water to Areas of DuPage County Affected By Contamination, effective as of October 11, 2002 (the “Enabling Agreement”); and

WHEREAS, close to fifty percent (50%) of the wells sampled in the area depicted on Exhibit A to Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (the “Service Area”) have levels of Trichloroethylene that exceed the maximum contaminant level for that regulated chemical as determined by the National Primary Drinking Water Regulations, 40 C.F.R. § 141.1 *et seq.*, of the Safe Drinking

Water Act, 42 U.S.C. § 300f *et seq.*, and/or the regulations related to the Illinois Pollution Control Board in 35 Ill. Admin. Code 620.105 *et seq.*; and

WHEREAS, the Commission, the County, and the Charter Customer have jointly determined that a significant life, safety, and health risk related to human consumption of water is likely to be posed in the Service Area in the future and, thus, have jointly determined that the Service Area should be designated as a “Primary Service Area” pursuant to the Enabling Agreement; and

WHEREAS, to serve the public interest and assure that the significant public health and safety threat posed by the contaminated well water supply in the Service Area is minimized to the greatest extent possible, it is in the best interests of the Commission, the County, and the Village of Downers Grove to coordinate and implement the supply of Lake Michigan water to the Service Area in accordance with the Enabling Agreement;

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

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

SECTION TWO: An Intergovernmental Agreement Concerning the Implementation of Water Service to the Downers Grove Service Area in DuPage County, 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 Chairman of the DuPage Water Commission, shall be and it hereby is approved and accepted by the DuPage Water Commission.

SECTION THREE: The Chairman shall be and hereby is authorized and directed to execute, and the Clerk shall be and hereby is authorized and directed to attest, an Intergovernmental Agreement Concerning the Implementation of Water Service to the Downers Grove Service Area in DuPage County, in substantially the form attached hereto as Exhibit 1 or with such modifications as may be required or approved by the Chairman; provided, however, that the Agreement shall not be so executed on behalf of the Commission unless and until the Chairman shall have been presented with copies of the Agreement executed by the Village of Downers Grove. Upon execution by the Chairman, the Intergovernmental Agreement Concerning the Implementation of Water Service to the Downers Grove Service Area in DuPage County, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Resolution No. R-14-03

**EXHIBIT 1**

INTERGOVERNMENTAL AGREEMENT CONCERNING THE  
IMPLEMENTATION OF WATER SERVICE TO THE  
DOWNERS GROVE SERVICE AREA IN DuPAGE COUNTY

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2003 (“Effective Date”), by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the “Commission”), and the VILLAGE OF DOWNERS GROVE, a municipal corporation created and existing under the laws of the State of Illinois (the “Charter Customer”),

W I T N E S S E T H:

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/1 *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, the Commission operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan; and

WHEREAS, the Charter Customer owns and operates a water distribution system (the “Charter Customer Water System”), which system is supplied with water by the Commission pursuant to the terms of that certain Water Purchase and Sale Contract dated as of June 11, 1986, with the Commission (the “Charter Customer Contract”); and

WHEREAS, close to fifty percent (50%) of the wells sampled in the area depicted on the map attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A (the “Service Area”) have levels of Trichloroethylene (“TCE”) that exceed the maximum contaminant level for that regulated chemical as determined by



the National Primary Drinking Water Regulations, 40 C.F.R. § 141.1 *et seq.*, of the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, and/or the regulations related to the Illinois Pollution Control Board in 35 Ill. Admin. Code 620.105 *et seq.*; and

WHEREAS, the construction of certain improvements to the Charter Customer Water System will enable the Charter Customer to serve properties within the Service Area that currently cannot be served by the existing Charter Customer Water System (the “Improvements”); and

WHEREAS, to carry out their duties and responsibilities, and desiring to create a method of providing an adequate supply of Lake Michigan water to areas of DuPage County affected by contaminated well water, the Commission, the County of DuPage (the “County”), and the Charter Customer entered into an Intergovernmental Agreement for the Provision of Lake Michigan Water to Areas of DuPage County Affected By Contamination, effective as of October 11, 2002, and attached hereto and by this reference incorporated herein and made a part hereof as Exhibit B (the “Enabling Agreement”); and

WHEREAS, the Commission, the County, and the Charter Customer have jointly determined that a significant life, safety, and health risk related to human consumption of water is likely to be posed in the Service Area in the future and, thus, have jointly determined that the Service Area should be, and is hereby, designated as a “Primary Service Area” pursuant to the Enabling Agreement; and

WHEREAS, it is in the best interests of the Commission and the Charter Customer to coordinate and implement the supply of Lake Michigan water to the Service Area in accordance with the Enabling Agreement; and

WHEREAS, the Commission and the Charter Customer desire to set forth their understanding regarding such coordination and implementation in this Agreement; and

WHEREAS, the matters set forth in this Agreement will serve the public interest and assure that the significant public health and safety threat posed by the contaminated well water supply in the Service Area is minimized to the greatest extent possible; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and other applicable authority, the Commission and the Charter Customer 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 the Charter Customer hereby agree as follows:

## **SECTION 1. PREAMBLES**

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

## **SECTION 2. CONSTRUCTION OF IMPROVEMENTS; EXTENSION OF SERVICE**

A. Description of the Improvements. For purposes of this Agreement, the “Improvements” shall include the construction of approximately 3,000 linear feet of 8 inch water main and approximately 1,200 linear feet of 12 inch water main with all necessary appurtenances to serve those portions of the Service Area for which no Existing Mains (as defined in the Enabling Agreement) of the Charter Customer exist and, in those portions of the Service Area for which Existing Mains of the Charter

Customer do exist, the necessary number of B-boxes and all necessary appurtenances to serve those Customers (as defined in the Enabling Agreement).

B. Design of the Improvements. The Charter Customer shall be the contracting party with the design engineer and shall administer the design contract for the benefit of both the County and the Charter Customer. The Charter Customer shall keep the County advised as to the progress of the design work.

C. Condition Precedent to Construction. The Charter Customer shall begin construction upon the adoption by the County of an enforceable ordinance requiring each Potential Customer (as defined in the Enabling Agreement) within the Service Area to connect to a public water supply (i) within 210 days following the adoption of the ordinance or (ii) within 90 days following the installation of the Improvements necessary to serve that Potential Customer, whichever is later (the "Condition Precedent to Service"). If the Condition Precedent to Service fails to occur, then, notwithstanding any requirement of the Enabling Agreement to the contrary, the Charter Customer shall have no obligation under this Agreement or the Enabling Agreement to extend water service to the Service Area. Notwithstanding the foregoing, the Charter Customer hereby reserves the right to waive satisfaction of the Condition Precedent to Service at its sole discretion.

D. Construction and Acceptance of the Improvements. Subject to satisfaction or waiver of the Condition Precedent to Service, the Charter Customer shall solicit bids or otherwise enter into agreement(s) for the construction of the Improvements. The Charter Customer agrees to award and administer all contracts for the project in the best interest of both the County and the Charter Customer and to keep advised County officials regarding the progress of the work and any problems

encountered or changes recommended. The Charter Customer shall enter into a construction contract(s) with the selected contractor(s), and shall administer such construction contract(s) in conformance with this Agreement. Any change order, as well as final acceptance and approval of the completed Improvements, shall be subject to the final approval of the Charter Customer. The Charter Customer shall not be required to approve or accept any portion of the Improvements until all portions of the Improvements, including all punch list items, have been fully and properly completed.

E. Cost of Design and Construction. Subject to satisfaction or waiver of the Condition Precedent to Service, the Improvements shall be designed and constructed at the sole cost of the Charter Customer. The Commission shall loan the Charter Customer all or a portion of the funds needed for the design and construction of the Improvements in accordance with Section 3 of this Agreement.

F. Extension of Service.

1. If Existing Mains can be used to provide service to any Customer in the Service Area, and subject to satisfaction or waiver of the Condition Precedent to Service, the Charter Customer shall a) within ninety (90) days after a Customer decides to receive water service from the Charter Customer through an Existing Main, enter into any necessary water service agreement and/or water loan agreement with that Customer; and b) within one hundred twenty (120) days after that Customer and the Charter Customer enter into the necessary water service agreement and/or water loan agreement, begin to extend and offer service through the Existing Mains to the property line (B-box) of that Customer.

2. In those portions of the Service Area for which no Existing Mains of the Charter Customer exist, the Charter Customer shall complete construction of the New Mains (as defined in the Enabling Agreement) within two hundred seventy (270) days after satisfaction or waiver of the Condition Precedent to Service. Thereafter, within ninety (90) days after a Customer has entered into any necessary water service agreement and/or water loan agreement for water service by the Charter Customer through a New Main, the Charter Customer shall begin to extend and offer service to that Customer's property line (B-box).

### **SECTION 3. COMMISSION FINANCING**

A. Service Costs and Retail Customer Base. Service Costs (as defined in the Enabling Agreement) for the supply of Lake Michigan water to the Service Area are hereby established in the amount of \$4,788,000, which Service Costs are detailed in Exhibit C attached hereto and by this reference incorporated herein and made a part hereof. The number of Potential Customers (as defined in the Enabling Agreement) in the Service Area is hereby established at 800.

B. Loan. The Commission shall, after the execution and delivery of this Agreement, loan to the Charter Customer an amount not to exceed \$4,788,000 (the "Commitment") in the form of a revolving line of credit in order to provide funds to finance in whole or in part the Service Costs (the "Loan"). Draws on the Loan shall be limited as set forth in Section 3.E of this Agreement.

C. Loan Repayment.

1. The Charter Customer shall repay the principal balance of the Loan in 13 annual installments, commencing in 2010 on the 15<sup>th</sup> day of the month in which the Charter Customer made its first draw on the Loan (an "Annual Payment Date"), and continuing in successive annual installments on each Annual Payment Date in each year thereafter to and including the 2022 Annual Payment Date, with the final payment of any principal, if not sooner paid, on the 2023 Annual Payment Date. Each of the 13 annual installments of principal on the Loan shall be determined as of the last day of the month preceding the Annual Payment Date in any given year during the term of the Loan (a "Determination Date") and shall be determined by dividing the unpaid principal balance of the Loan as of the applicable Determination Date by the number of annual installments of principal remaining to be paid during the term of the Loan.
2. Interest on the unpaid principal balance of the Loan, at the rate of two percent (2%) per annum, calculated on the basis of a calendar year consisting of 360 days of twelve 30-day months, shall be paid commencing on the 2004 Annual Payment Date, and continuing on the Annual Payment Date each year thereafter until the principal balance of the Loan has been paid in full.
3. Notwithstanding the annual payment requirements of Sections 3.C.1 and 3.C.2 of this Agreement, however, in the event the

number of Customers in the Service Area is less than the number of Potential Customers in the Service Area, determined as of the Determination Date in any given year during the term of the Loan, then the Charter Customer shall only be required to pay to the Commission the total amount of interest and principal that would otherwise be due on the Loan for that year multiplied by the number of Customers in the Service Area divided by the number of Potential Customers in the Service Area.

4. If, at maturity, there remains any unpaid principal balance or interest on the Loan, the Commission shall extend the terms of the Loan for a commercially reasonable period provided the Charter Customer is not in default under this Agreement or the Enabling Agreement.

D. Tender of Loan Payments. Payments of principal and interest shall be made in lawful money of the United States of America in federal or other immediately available funds.

E. Procedure for Borrowing. The Charter Customer may draw on the Loan no more than once per month, on the 15<sup>th</sup> day of the month, provided that the Charter Customer shall give the Commission irrevocable notice (which notice must be received by the Commission prior to 10:00 a.m., local time, 15 days prior to the requested borrowing date), specifying the amount to be borrowed and the requested borrowing date. Each borrowing pursuant to this Agreement shall be in an aggregate principal amount of the lesser of (i) \$10,000 or a whole multiple thereof and (ii) the Available Commitment. For purposes of this Section 3.E, the Available Commitment at a

particular time is an amount equal to the difference between the Commitment and the aggregate principal balance of the Loan then outstanding.

F. Optional Prepayments. Subject to the limitations of this Section 3.F, the Charter Customer may, no more frequently than once in any given year, prepay, in whole or in part, the Loan, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. The amount of any such optional prepayment shall be in increments of \$50,000. If such notice is given, the Charter Customer shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Loan and second, to the payment of the unpaid principal balance of the Loan. The Charter Customer shall not be entitled to, nor receive any credit for, interest on any such prepayment.

G. Mandatory Prepayments. Except for the Illinois Environmental Protection Agency grant previously awarded to the Charter Customer in the amount of \$711,948.00, the proceeds of which will be used by the Charter Customer to pay direct costs incurred in connection with the design and construction of the Improvements, the Charter Customer shall have, and hereby accepts, the obligation to prepay the Loan, in whole or in part, on any date within 60 days after the receipt by the Charter Customer of any other grant or any settlement funds from any source to the extent such grant or settlement funds are attributable to the Service Costs identified in Exhibit C attached hereto. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Loan and second, to the



payment of the unpaid principal balance of the Loan. The Charter Customer shall not be entitled to, nor receive any credit for, interest on any such prepayment.

H. Application of Loan Proceeds. The proceeds of the Loan shall be devoted to and used with due diligence for the purpose of paying the Service Costs identified in Exhibit C attached hereto in connection with the supply of Lake Michigan water to the Service Area; provided, however, that where an unexpended balance remains in any one or more of the various cost components of the Service Costs detailed in Exhibit C attached hereto, such balance may be transferred and expended, in whole or in part, to and for any other cost component of the Service Costs detailed in Exhibit C attached hereto.

#### **SECTION 4. DEFAULTS AND REMEDIES**

A. Commission Defaults. The occurrence of the following shall constitute a default by the Commission under this Agreement: The failure by the Commission to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Commission's receipt of written notice thereof from the Charter Customer. However, if said failure cannot be remedied by the Commission within said thirty (30) day period, and the Commission shall have diligently pursued resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Commission to cure or correct said failure. In the event of a default by the Commission under this Agreement, the Charter Customer shall have the same remedies as are provided for, and only the remedies provided for, in the Enabling Agreement for a default by the Commission.

B. Charter Customer Defaults. The occurrence of the following shall constitute a default by the Charter Customer under this Agreement: The failure by the Charter Customer to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Charter Customer's receipt of written notice thereof from the Commission. However, if said failure cannot be remedied by the Charter Customer within said thirty (30) day period, and the Charter Customer shall have diligently pursued resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Charter Customer to cure or correct said failure. In the event of a default by the Charter Customer under this Agreement, the Commission shall have the same remedies as are provided for, and only the remedies provided for, in the Enabling Agreement for a default by the Charter Customer.

C. Force Majeure. In case by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, terrorism, acts of

terror, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or of the Charter Customer to deliver Lake Michigan water, or of the Charter Customer to receive Lake Michigan water, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any "Force Majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. The Task Force (as defined in the Enabling Agreement) shall make a recommendation to the Commission, which shall determine if force majeure which renders any of the parties unable to perform under this Agreement shall relieve the Charter Customer of its obligations to make payments to the Commission that may be required under Section 3 of this Agreement.

## **SECTION 5. LEGAL RELATIONSHIPS AND REQUIREMENTS**

A. Supplemental Agreement. This Agreement shall be deemed to supplement the Enabling Agreement in connection with the supply of Lake Michigan water to the Service Area; provided, however, that any requirement in the Enabling Agreement obligating the Charter Customer to extend water service to the Service Area, or take any other action in furtherance thereof, in the event the Condition Precedent to Service has failed to occur shall be, and they hereby are, waived. If there is any other conflict or inconsistency between the terms of this Agreement and the terms of the

Enabling Agreement, then the terms of this Agreement shall control. The Charter Customer shall at all times comply with all terms and conditions of the Enabling Agreement except as otherwise provided in this Agreement.

B. Term of Agreement. This Agreement shall continue in full force and effect from the Effective Date until the end of the term of the Enabling Agreement. The Commission and the Charter Customer agree to begin consideration of whether an extension of this Agreement is necessary not later than three (3) years prior to the end of the term of this Agreement.

C. Cooperation and Further Agreements. The Commission and the Charter Customer 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 in this Agreement. The Commission and the Charter Customer agree and acknowledge that further details regarding the Service Costs, and the financing of the Service Costs, in connection with the supply of Lake Michigan water to the Service Area may be subject to a future agreement.

D. Assignment. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party.

E. 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: General Manager

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

Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515-4776  
Attention: Village 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 5.E, the Commission and the Charter Customer 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.

F. Entire Agreement. This Agreement sets forth the entire agreement of the Commission and the Charter Customer with respect to the coordination and implementation of the supply of Lake Michigan water to the Service Area in accordance with the Enabling Agreement, and there are no other understandings or agreements, oral or written, by or between the Commission and the Charter Customer 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 in this Agreement.

G. No Waiver. No course of dealing or failure of the Commission or the Charter Customer to enforce strictly any term, right, or condition of this Agreement shall

be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.

H. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

I. Governing Law. This Agreement shall be governed by and construed exclusively under the applicable laws of the State of Illinois, without regard to conflicts of law principles.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the Commission and the Charter Customer have caused this Agreement to be executed by their duly authorized officers, pursuant to proper authorization of their respective governing bodies, as of the date first stated above.

ATTEST:

DuPAGE WATER COMMISSION

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

VILLAGE OF DOWNERS GROVE

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

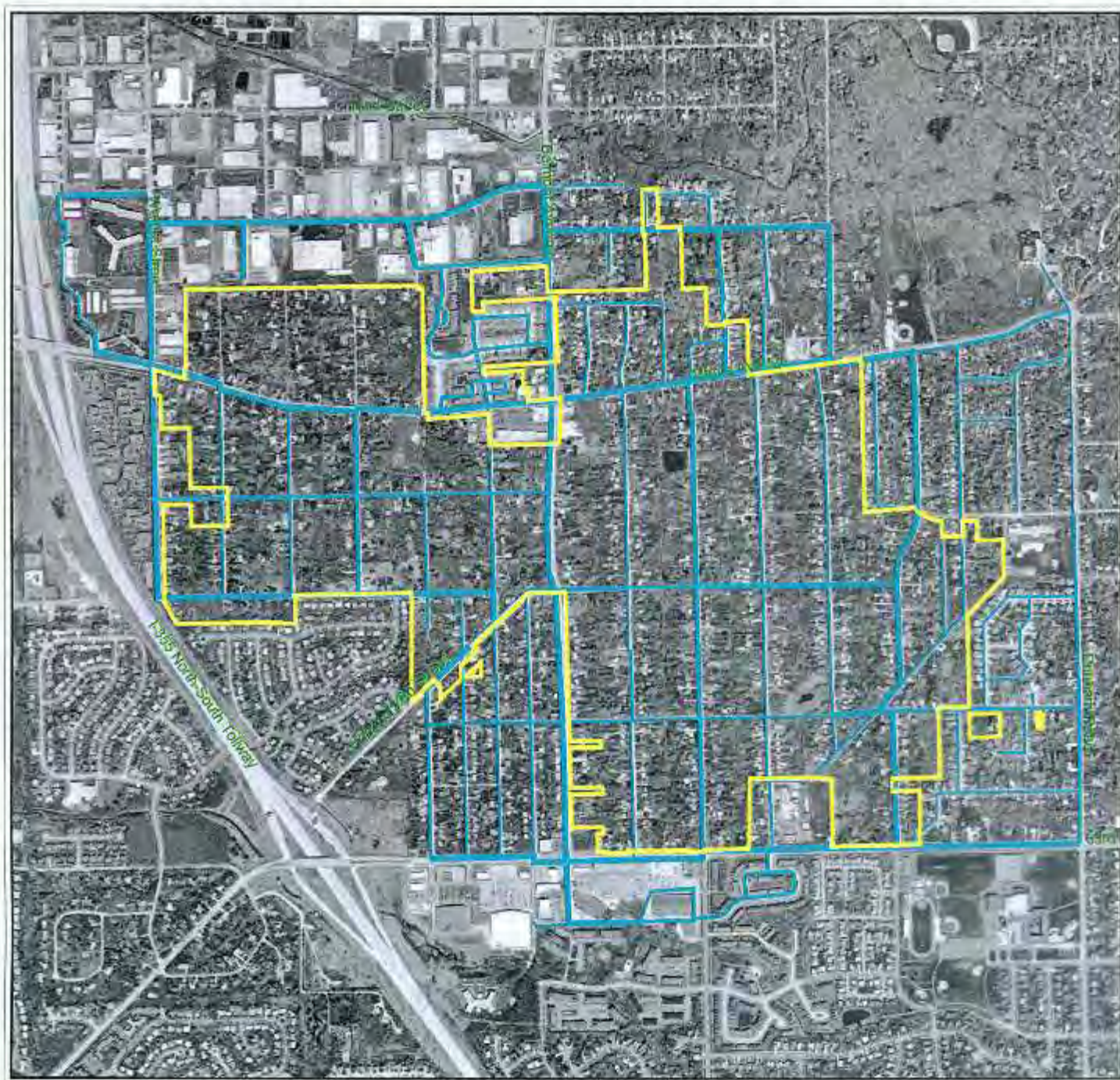
Its: \_\_\_\_\_

CHI1 #194225 v5

## Exhibit A



# UNINCORPORATED DOWNERS GROVE SERVICE BY DOWNERS GROVE



## Key to Features

0 1000 2000 3000 Feet



Municipal Boundaries

Unincorporated

Downers Grove Water

4"  
6"  
8"  
10"  
12"



## Exhibit B



**AUGUST 8, 2002  
DRAFT**

**INTERGOVERNMENTAL AGREEMENT**

**FOR THE PROVISION OF**

**LAKE MICHIGAN WATER TO**

**AREAS OF DUPAGE COUNTY**

**AFFECTED BY CONTAMINATION**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF LAKE MICHIGAN WATER TO AREAS OF DUPAGE COUNTY AFFECTED BY CONTAMINATION (this "Agreement") is made as of \_\_\_\_\_, 2002, by and between the DuPage Water Commission, Counties of DuPage, Cook, and Will, Illinois (the "Commission"), a commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code and the Water Commission Act of 1985; the County of DuPage, Illinois (the "County"), a body corporate and politic; and those units of local government of the State of Illinois hereafter defined as the "Charter Customers," as each executes this Agreement.

## ARTICLE ONE

### RECITALS

WHEREAS, the Commission is a public corporation created under the Water Commission Act of 1985, as amended, and Division 135 of Article 11 of the Illinois Municipal Code, and is authorized to enter into contracts and agreements relating to the purchase and supply of water pursuant to the laws of the State of Illinois; and

WHEREAS, the County is a unit of local government, organized and existing under and by virtue of the laws of the State of Illinois; and

WHEREAS, the Charter Customers are units of local government, organized and existing under and by virtue of the laws of the State of Illinois; and

WHEREAS, the Charter Customers have entered into a Contract with the Commission to purchase Lake Water sufficient to meet the water supply needs of the Charter Customers and others (the "Water Purchase and Sale Contract" as hereafter defined); and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, as amended, the Commission, the County, and the Charter Customers are authorized to enter into this Agreement; and

WHEREAS, certain areas of the County have been affected by contaminated water, which poses a significant threat to the health and safety of numerous individuals; and

WHEREAS, subject to certain limitations, each of the Commission, the County, and the Charter Customers are authorized by law to engage in the retail sale of water to areas of the County affected by contaminated well water; and

WHEREAS, the Commission, the County, and the Charter Customers, desire to create a method of providing an adequate supply of Lake Michigan water to areas of the County affected by contamination;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

## ARTICLE TWO

### DEFINITIONS

2.1. "Agreement" means this Intergovernmental Agreement for the Provision of Lake Michigan Water to Areas of DuPage County Affected by Contamination.

2.2. "Charter Customer" means a unit of local government of the State of Illinois (not including the Commission) that is a party to the Water Purchase and Sale Contract, excluding, however, any such unit of local government whose rights and obligations under the Water Purchase and Sale Contract have been terminated.

2.3. "Commission" means the DuPage Water Commission, Counties of DuPage, Cook, and Will, Illinois.

2.4. "Connection Costs" has the meaning set forth in Section 5.2.

2.5. "County" means the County of DuPage, Illinois.

2.6. "Customer" means any person who purchases Lake Water from a Charter Customer pursuant to this Agreement solely for use by that person and not for redistribution or resale.

2.7. "Customer Costs" has the meaning set forth in Section 5.2.

2.8. "Effective Date" means the effective date of this Agreement, as defined in Section 8.1.

2.9. "Existing Main" means a water main, existing or under construction on the Effective Date of this Agreement, of a Charter Customer from which a Customer within a Service Area can receive service under the terms and conditions of this Agreement without the need for the Charter Customer to construct a New Main.

2.10. "Lake Water" means potable, filtered water drawn from Lake Michigan.

2.11. "MCL" means a maximum contaminant level as determined in accordance with Section 3.2.

2.12. "Market Rate" means the average cost of borrowing of the Commission.

2.13. "New Main" means a water main and related infrastructure, not existing or under construction on the Effective Date of this Agreement, constructed by a Charter Customer for the purpose of providing service to a Service Area under the terms and conditions of this Agreement. New Main shall not include a water main constructed by a Charter Customer exclusively for reasons other than providing service under the terms of this Agreement.

2.14. "Pathway Service Area" has the meaning set forth in Section 3.2.

2.15. "Potential Customer" means any Customer or any other person currently requiring water service on property located within a Service Area. For purposes of this definition, property currently requiring water service includes property for which a building permit has been issued.

2.16. "Primary Service Area" has the meaning set forth in Section 3.2.

2.17. "Professional Fees" has the meaning set forth in Section 5.2.

2.18. "Recapture Costs" has the meaning set forth in Section 5.2.

2.19. "Secondary Service Area" has the meaning set forth in Section 3.2.

2.20. "Service Area" means either a Primary Service Area, a Secondary Service Area, or a Pathway Service Area. The term Service Area will be used in provisions of this Agreement that are intended to apply to any type of Service Area, regardless of whether it is a Primary Service Area, a Secondary Service Area, or a Pathway Service Area. When a provision of this Agreement is intended to apply specifically to a Primary Service Area, specifically to a Secondary Service Area, or specifically to a Pathway Service Area, the appropriate term will be used.

2.21. "Service Costs" means Service Provision Costs, Recapture Costs, Connection Costs, Customer Costs, and Professional Fees.

2.22. "Service Provision Costs" has the meaning set forth in Section 5.2.

2.23. "Source Well" has the meaning set forth in Section 3.2.

2.24. "Task Force" means the Commission task force established for the purpose of advising the Commission on the implementation of this Agreement, or if no longer in existence, shall mean the Commission or any other committee or task force of the Commission so delegated.

2.25. "Water Allocation" means, with respect to a Charter Customer, such Charter Customer's allocation and allowable excess from time to time of Lake Water pursuant to the Level of Lake Michigan Act, as amended from time to time (See the State of Illinois Department of Transportation, Division of Water Resources Decision on 1989 Allocation Review, Order No. LMO 89-2 and subsequent orders of the State of Illinois Department of Transportation, Division of Water Resources, or the successor to its responsibilities, the State of Illinois Department of Natural Resources, Office of Water Resources); and such other amounts of Lake Water as such Charter Customer may lawfully take.

2.26. "Water Purchase and Sale Contract" means the water purchase and sale contract, dated June 11, 1986, between the Commission and the Charter Customers, as amended or supplemented from time to time.

## ARTICLE THREE

### AREAS TO BE SERVED

3.1. Provision of Lake Water to Service Areas. Charter Customers will provide, and Customers may receive, Lake Water in conformance with the terms and conditions described in this Agreement.

3.2. Service Areas. Service Areas shall be determined by the Commission, with the advice of the Task Force, as follows. If, as a result of testing conducted pursuant to Section 3.3, a well is located that exhibits a level of any regulated chemical that exceeds maximum contaminant level ("MCL") as determined by the National Primary Drinking Water Regulations, 40 C.F.R. § 141.1 *et seq.*, of the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, and/or the regulations related to the Illinois Pollution Control Board in 35 Ill. Admin. Code 620.105 *et seq.* (the "Source Well"), the Commission shall retain an engineer, with the advice of the Task Force, who shall conduct additional testing. If, upon completion of the additional testing, the engineer determines that:

a. over fifty percent (50%) of the sampled wells in an area emanating from the Source Well have levels of any regulated chemical that exceed MCL as determined by the National Primary Drinking Water Regulations, 40 C.F.R. § 141.1 *et seq.*, of the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, and/or the regulations related to the Illinois Pollution Control Board in 35 Ill. Admin. Code 620.105 *et seq.*, then that area shall be designated by the Commission as a "Primary Service Area."

b. in an area that the Commission determines to be in reasonable proximity to a Primary Service Area:

i. over fifty percent (50%) of the sampled wells contain detectable concentrations of the same regulated chemical as determined by the National Primary Drinking Water Regulations, 40 C.F.R. § 141.1 *et seq.*, of the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, and/or the regulations related to the Illinois Pollution Control Board in 35 Ill. Admin. Code 620.105 *et seq.*, that is found in the reasonably proximate Primary Service Area; or

ii. over fifty percent (50%) of the sampled wells have levels of any regulated chemical as determined by the National Primary Drinking Water Regulations, 40 C.F.R. § 141.1 *et seq.*, of the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, and/or the regulations related to the Illinois Pollution Control Board in 35 Ill. Admin. Code 620.105 *et seq.*, which contain detectable concentrations but do not exceed MCL and which, after reviewing an engineer's report, the Commission determines are substantially likely to exceed MCL in the reasonably foreseeable future,

then that area shall be designated by the Commission as a "Secondary Service Area."

Notwithstanding the requirements of Section 3.2.a., the Commission may designate an area as a Primary Service Area if the engineer retained by the Commission determines that a significant life, safety, or health risk related to human consumption of water is posed in the area or is likely to be posed in the future. Upon designation by the Commission, service under the terms of this Agreement shall be offered



to all Primary Service Areas and Secondary Service Areas, as well as, in the case of service from New Mains, to the area along the pathway of the New Main that is not either a Primary Service Area or a Secondary Service Area ("Pathway Service Area"). The Commission has the authority to split a Service Area into one or more Service Areas if the Commission, with the advice of the Task Force, determines that it is more practical to provide service to a Service Area through the combination of one or more New Mains or Existing Mains. For each Service Area, an implementing agreement will be prepared and approved by the County, the Commission, and the Charter Customer that is to provide service to the Service Area. The implementing agreement for each Service Area will include: (a) financing terms prepared in accordance with Section 5 of this Agreement; (b) terms and conditions specific to the provision of service by the Charter Customer to the particular Service Area; and (c) a map of the Service Area, which shall be the definitive source regarding the boundaries of the Service Area and shall govern any disputes that arise concerning locations to be served in the Service Area. Without regard to any other provision of this Agreement, no party hereto shall be obligated to take any action pursuant to this Agreement until the County, the Commission, and the Charter Customer asked to provide Lake Water, have entered into an implementing agreement. The decision whether or not to enter into an implementing agreement shall be within the sole and absolute discretion of each party.

3.3. Testing for Contamination. The County will oversee the process of testing for contamination. Testing will be conducted by laboratories certified for chemical analysis of potable water by the Illinois Environmental Protection Agency Division of Laboratories.

3.4. Payment of Costs for Testing. The County will be responsible for paying or seeking reimbursement for the costs of testing for contamination.

3.5. Commission Reimbursement for Certain Contamination Testing Costs. To the extent that the County anticipates that it will:

- a. incur costs that are out of the ordinary or in excess of the County's current budget for contamination testing; or
- b. be unable to obtain reimbursement from other sources,

it may, prior to conducting testing, submit a request to the Commission for consideration of reimbursement of such costs from the Commission. This request will be reviewed by the Task Force, which shall make a recommendation to the Commission as to whether Commission reimbursement is appropriate. If the Commission approves reimbursement, the costs will be allocated by the Commission, whenever possible, to the cost of providing service to the Service Area in which testing was conducted.

## ARTICLE FOUR

### PROVISION OF SERVICE

4.1. Service from an Existing Main. If an Existing Main can be used to provide service to a Service Area, the Charter Customer that owns the Existing Main will make Lake Water available to the Service Area from the Existing Main, provided, however that if, in any Service Area, an intergovernmental agreement has been entered into pertaining to the Existing Main, then that intergovernmental agreement shall govern and shall determine which Charter Customer will make Lake Water available to the Service Area from the Existing Main.



4.2. Service from a New Main. If an Existing Main is not available to provide service to a Service Area, the closest adjacent Charter Customer, to the extent not prohibited by law or existing intergovernmental or boundary agreement, shall make Lake Water available through the construction of a New Main in order to provide Lake Water to the Service Area. If the closest adjacent Charter Customer is unable to make Lake Water available through the construction of a New Main, because the Charter Customer is prohibited from doing so by law or existing intergovernmental or boundary agreement, then another adjacent Charter Customer shall make Lake Water available through the construction of a New Main.

If:

- a. there is no Charter Customer adjacent to a Service Area; or
- b. all Charter Customers adjacent to a Service Area are unable to make Lake Water available through the construction of a New Main, because all Charter Customers adjacent to a Service Area are prohibited from doing so by law or existing intergovernmental or boundary agreement; or
- c. if the Charter Customers adjacent to a Service Areas are unable to agree to a method of making Lake Water available through the construction of a New Main,

then the Commission, with the advice of the Task Force, will determine the method by which Lake Water will be made available through the construction of a New Main.

4.3. Task Force Advisory Role. The Task Force shall advise the Commission regarding the provision of service under this Agreement, which shall include, but not be limited to, advising the Commission on the methods of determining costs of and financing for service described in Article 5 of this Agreement and advising the Commission on the terms of service described in Article 6 of this Agreement.

## ARTICLE FIVE

### COSTS OF AND FINANCING FOR SERVICE

5.1 Financing Process. After a Service Area is designated, Service Costs related to providing service shall be determined and a means of providing financing for service shall be made available as set forth below. The Task Force shall advise the Commission on the process of determining Service Costs and arranging financing for each Service Area.

5.2. Determination of Service Costs. The Task Force shall advise the Commission on Service Costs for each Service Area. The final determination of Service Costs for each Service Area shall be determined by the Commission. These Service Costs may vary based upon field contingencies related to each Service Area. The Service Costs shall consist of the following components:

- a. reasonable engineering, construction, and property acquisition costs incurred by the County, the Commission, or the Charter Customer related to providing service to a Service Area ("Service Provision Costs");

b. reimbursement of the Charter Customer for actual costs previously expended for construction of Existing Mains used to provide service to a Customer, as contained in the ordinances of the Charter Customer ("Recapture Costs");

c. reasonable connection costs and other fees that a Customer must pay in order to receive service from a Charter Customer, which the Task Force shall recommend and the Commission shall determine for each Customer of a Service Area ("Connection Costs");

d. reasonable costs incurred by each Customer in order that the Customer's property may receive service from a New Main or an Existing Main, which the Task Force shall recommend and the Commission shall determine for each Customer of a Service Area ("Customer Costs"); and

e. reasonable professional fees allocated to the Service Area as described in Section 5.3 ("Professional Fees") (Service Provision Costs, Recapture Costs, Connection Costs, Customer Costs, and Professional Fees are collectively referred to as "Service Costs").

If a portion of a New Main or an Existing Main is used to serve an area that is not a Service Area, then the Service Costs for the Service Area shall be reduced accordingly on a proportionate basis. Separate determinations of residential Service Costs and commercial and industrial Service Costs may be made for each Service Area.

5.3. Professional Fees. Professional Fees shall include reasonable legal fees, limited to those borne by the County, the Commission, and the Charter Customers, related to negotiating, executing, and preparing the Agreement, which shall be reimbursed by the Commission. Professional Fees shall also include: (a) public relations fees related to encouraging Potential Customers from a Service Area to receive service, as described in Section 6.6, and (b) contamination testing costs, as described in Section 3.5, for which the Task Force shall make a recommendation and the Commission shall make a final determination that they be:

a. allocated over all Service Areas to which service is provided;

b. allocated to a particular Service Area to which service is provided, if the Professional Fees directly relate to the provision of service to a particular Service Area;

c. reimbursed by the Commission from a reserve established by the Commission; or

d. neither allocated pursuant to Section 5.3.a. or Section 5.3.b. nor reimbursed pursuant to Section 5.3.c.

5.4. Special Service Areas. For each Service Area in which service shall be provided, the County will have the option of proposing and implementing a special service area. If the County chooses not to propose and implement a special service area, it shall give notice to the Charter Customer that is to provide service to the Service Area and the County and the Charter Customer that is to provide service to the Service Area will confer as to whether the implementation of a special service area is appropriate. If the County and the Charter Customer that is to provide service to the Service Area cannot agree as to whether implementation of a special service area is appropriate, the appropriateness of implementation of a special service area will be submitted to the Task Force, which shall make a

recommendation to the Commission, which shall determine whether a special service area will be pursued in the Service Area. The Commission will provide financing for Service Costs for each special service area that is created as described in this Section 5.4. on the same terms (i.e. interest rate and maturity date) as described hereafter in Section 5.5. The Service Costs for each special service area that is created as described in this Section 5.4 shall be determined as described above in Section 5.2, and shall also include reasonable costs incurred by the County related to the establishment and operation of the special service area, which costs shall be determined as described above in Section 5.2. The County and the Charter Customer that is to provide service to the Service Area will cooperate in billing and collecting any Service Costs payable as a result of each special service area that is created as described in this Section 5.4. A Charter Customer will have the option of proposing and implementing a special service area with the same rights, terms, and conditions that apply to the County under this Section 5.4.

5.5. Loans from Commission to Charter Customers. If:

- a. after the completion of the process described in Section 5.4, a special service area is not pursued; or
- b. the implementation of a special service area is rejected in a Service Area; or
- c. for any other reason, a special service area cannot be implemented in a Service Area,

then the Commission shall provide twenty (20) year loans to the Charter Customer that provides service to the Service Area at a rate of two percent (2%) per annum for the residential Service Costs related to the Service Area and at the Market Rate for the commercial and industrial Service Costs related to the Service Area. The Commission will provide funds to Charter Customers either through the Commission's cash on hand or via the issuance of the Commission's revenue bonds. Interest payments will be due annually during the period of the loan, beginning in year one. Principal payments of equal installments will be due annually, beginning six years after the loan is made. The Charter Customer will be required to pay the Commission at least the following amount annually: the total amount of interest and principal due that year multiplied by the number of Customers in the Service Area divided by the number of Potential Customers in the Service Area. If any Charter Customer debt remains after the twenty (20) year loan period concludes, the Commission shall extend the terms of the loan made to the Charter Customer for a commercially reasonable period, provided the Charter Customer is not in default.

5.6. Charter Customer Charges to Customers. A Charter Customer may charge each Customer no more than each Customer's proportionate share of Service Costs based on the number of Potential Customers in a Service Area, provided, however, that if, in a Service Area in which service is to be provided via a New Main, the implementation of a special service area is rejected, then the proportionate share of Service Costs that the Charter Customer may charge each Customer shall be no more than the following amount: the total amount of Service Costs for the Service Area divided by nine-tenths (9/10) of the number of Potential Customers in the Service Area (unless more than nine-tenths (9/10) of the number of Potential Customers in the Service Area are Customers, in which case a Charter Customer may charge each Customer no more than each Customer's proportionate share of Service Costs based on the number of Potential Customers in the Service Area). If at any time the number of Potential Customers in a Service Area exceeds the number of Potential Customers in the Service Area at the time proportionate shares are initially calculated, then the proportionate share of



each Customer in the Service Area shall be adjusted accordingly. A Charter Customer may, with Commission approval, adjust the charges for each Customer based on factors such as the water consumption of each Customer and whether the Customer is a residential or commercial or industrial Customer.

5.7. Loans from Charter Customers to Customers. Each Charter Customer receiving a loan from the Commission shall offer twenty (20) year loans to residential Customers at a rate of two percent (2%) per annum for each residential Customer's proportionate share of Service Costs, as determined in accordance with Section 5.6. Interest payments will be due annually during the period of the loan, beginning in year one. Principal payments of equal installments will be due annually beginning six years after the loan is made. Each Charter Customer shall offer twenty (20) year loans to commercial and industrial Customers at the Market Rate as of the date of the loan for each commercial or industrial Customer's proportionate share of Service Costs, as determined in accordance with Section 5.6. Interest payments will be due annually during the period of the loan, beginning in year one. Principal payments will be due annually beginning six years after the loan is made. If the proportionate share of each Customer in a Service Area is adjusted pursuant to Section 5.6, then the loan amounts and repayment amounts will be recalculated accordingly. The twenty (20) year loan term shall apply only to Customers who enter into loan agreements when loans are initially offered in a Service Area. Customers who enter into loan agreements after loans were initially offered in a Service Area shall have only the remaining number of years to repay the loan as Customers who entered into loan agreements when loans were initially offered. For example, if the loan is taken in year 1, the Customer shall have twenty (20) years to repay the loan; if the loan is taken in year 5, the Customer shall have fifteen (15) years to repay the loan. Furthermore, Customers who enter into loan agreements after loans were initially offered in a Service Area shall be responsible for interest payments as if they entered into a loan agreement when loans were initially offered. For example, if the loan is taken in year 1, the Customer shall begin paying interest in year 1 through the term of the loan; if the loan is taken in year 5, the Customer shall be responsible for paying interest for years 1-4, as well as paying interest from year 5 through the term of the loan. The form of the loan agreement offered by a Charter Customer to a Customer will be reviewed by the Commission prior to its use.

5.8. Potential Grant Programs. The Task Force shall advise the Commission as to the extent to which grants may be available (a) to assist in providing financing for the provision of service in each Service Area, and (b) to assist Customers from Service Areas who are unable to afford Customer Costs.

5.9. Grants to Customers. The County and the Charter Customer that provides service to a Service Area will cooperate in order to obtain and distribute grants to assist Customers who satisfy applicable grant criteria.

## ARTICLE SIX

### TERMS OF SERVICE

6.1. Lake Water to be Made Available as Soon as Practicable. A Charter Customer will make Lake Water available as soon as practicable from its existing Water Allocation to a Service Area.

6.2. Condition of Service to Secondary Service Areas. If service can only be provided to a Secondary Service Area through a New Main, then, as a condition of being eligible to receive service under the terms of this Agreement:

- a. a special service area, as described above in Section 5.4, must be implemented in the Secondary Service Area; or
- b. if the implementation of a special service area is rejected in a Secondary Service Area, or for any other reason a special service area cannot be implemented in a Secondary Service Area, at least seventy percent (70%) of property owners within the Secondary Service Area must sign a pre-annexation agreement or a water service or water loan agreement with the Charter Customer providing service to the Secondary Service Area.

If these conditions are not met and service under the terms of this Agreement is not provided in a Secondary Service Area, the County and the Charter Customer that was to provide service to the Secondary Service Area shall be reimbursed by the Commission for reasonable costs related to attempting to provide service to the Secondary Service Area, such as, but not limited to, engineering costs and costs related to preparation of establishment of a special service area.

6.3. Service from an Existing Main. Pursuant to the other terms of this Agreement, Charter Customers shall offer access to an Existing Main:

- a. immediately after a Customer from a Service Area signs a pre-annexation agreement with the Charter Customer, if such an agreement is required by the Charter Customer as a condition of receiving Lake Water; or
- b. within ninety (90) days of the execution of this Agreement, if a pre-annexation agreement is not required by the Charter Customer.

6.4. Service from a New Main. Within thirty (30) days of the date that a Service Area becomes eligible for service from a New Main, or by the date determined by the Commission if the Charter Customer submits, and the Commission approves, a written request to the Commission for an extension of the thirty (30) day period, the Charter Customer serving the Service Area shall provide a schedule to the County that shall include necessary engineering and construction considerations, including projected completion dates, related to construction and installation of the New Main. If the County determines that the project completion date for the construction of the New Main is unacceptable because (a) of life, safety, and health concerns of the County related to providing Lake Water to the Service Area, and (b) the County has the ability to provide service to the Service Area more rapidly, then the County may submit a request to the Task Force to expedite the construction of the New Main. The Charter Customer may submit evidence to the Task Force and the Commission regarding the reasonableness of the Charter Customer's proposed project completion date. The Task Force shall make a recommendation to the Commission regarding whether the County's request should be granted. The Commission shall review the Task Force's recommendation and shall determine whether to approve the County's request. If the Commission approves the County's request, the New Main will be built to the specifications of the Charter Customer providing Lake Water to the Service Area. Upon completion, the New Main will be dedicated by the County to the Charter Customer providing service to the Service Area. The Commission will reimburse the County for its share of Service Costs related to providing

service to the Service Area in the same manner as the Charter Customer is reimbursed. The Commission will charge these costs to the Charter Customer providing service to the Service Area. In order to repay these costs, the Charter Customer will be entitled to a loan from the Commission and the Customers in the Service Area will be entitled to a loan from the Charter Customer under the terms described in Article Five of this Agreement. To the extent not expressly provided for herein, the County and each Charter Customer do not waive any legal rights to act independently from this Agreement in order to construct New Mains or to take any other actions necessary to provide water service.

6.5. Notice to Potential Customers from Service Areas. After a method of financing service is determined for a Service Area, the Charter Customer providing service to the Service Area shall give notice of the Service Costs to Potential Customers from the Service Area. Potential Customers offered Lake Water from an Existing Main shall have a period of no less than ninety (90) days from the date that Service Cost information is sent to them for initial consideration of whether they wish to receive service from the Charter Customer. Potential Customers offered Lake Water from a New Main shall have a period of no less than six months from the date that Service Cost information is sent to them for initial consideration of whether they wish to receive service from the Charter Customer. Service Cost information shall be determined as described above in Sections 5.2 and 5.3.

6.6. Cooperation Concerning Customers. The County, the Commission, and the Charter Customers shall cooperate in efforts to maximize the number of Customers from Service Areas who receive Lake Water. Such cooperation shall include, but not be limited to: (a) public relations activities and other forms of publicity detailing the benefits of receiving Lake Water; (b) establishing a public record that an area is contaminated and notifying property owners of the contamination; and (c) such other activities upon which the County, the Commission, and the Charter Customers agree.

6.7. Cooperation Concerning Property Acquisition. The County, the Commission, and the Charter Customers shall cooperate in acquiring property rights necessary to provide service under the terms of this Agreement.

6.8. Limitations on Conditions and on Annexation. A Charter Customer may require that each Customer enter into a pre-annexation agreement or, where annexation is not a condition of service, a water service or water loan agreement with the Charter Customer as a pre-condition of receiving Lake Water from the Charter Customer under the terms of this Agreement. Any such agreement shall not require annexation earlier than ten years from the end of the respective initial consideration periods described in Section 6.5. During the period before annexation, a Charter Customer will not require implementation of any conditions on the provision of Lake Water to a Customer, except those set forth in a pre-annexation agreement that are allowed by generally applicable laws, ordinances, rules, and regulations related to the receipt and use of Lake Water (such as sprinkling limitations and sanitary plumbing requirements). Except as provided herein, Charter Customers do not waive any annexation rights to which they may be entitled under State law or under pre-existing annexation agreements or pre-annexation agreements.

6.9. Right to Discontinue Service. To the extent authorized by law, Charter Customers shall have the right to discontinue service to any Customer of a Service Area who receives Lake Water from the Charter Customer if the Customer of the Service Area:

- a. fails to meet regular payment obligations for Lake Water;

- b. fails to pay appropriate costs related to the costs of receiving service, including the Customer's share of Service Costs; or
- c. breaches a pre-annexation agreement with the Charter Customer.

Furthermore, to the extent authorized by law, a lien will attach to the property of the Customer of the Service Area in the amount that the Customer is in default to the Charter Customer providing Lake Water.

6.10. Ability to Charge Differential Rate. A Charter Customer may provide Lake Water to Customers of a Service Area at a differential rate than to a Charter Customer's own municipal customers so long as the rate is not unreasonably discriminatory as described in Illinois common law.

## ARTICLE SEVEN

### DEFAULTS AND REMEDIES

7.1. Commission Default and County and Charter Customer Remedies. The occurrence of the following shall constitute a default by the Commission under this Agreement: failure by the Commission to observe and perform any covenant, condition, or agreement on its part to be observed or performed hereunder and the continuation of the same for thirty (30) days after the Commission's receipt of written notice thereof from either the County or any Charter Customer (which notice shall be provided to all parties to this Agreement); provided, however, if such matter cannot with due diligence be remedied by the Commission within such thirty (30) day period, and the Commission shall have diligently prosecuted the remedying of such failure within such thirty (30) days, such period shall be extended by such additional time period as may be reasonably required by the Commission to cure or correct such matter.

If the Commission defaults under this Agreement, the remedies of a Charter Customer or the County, as affected, shall be limited to an action in equity against the Commission to enforce or compel performance of this Agreement and actions for mandamus and specific performances of the Commission's obligations to the extent allowed by law. Election of any permitted remedy shall not be a waiver of any other permitted remedy, but each of the other parties to this Agreement agree that it will not seek, and does not have the right to seek, a judgment or to recover a judgment for monetary damages against the Commission.

7.2. County Default and Commission and Charter Customer Remedies. The occurrence of the following shall constitute a default by the County under this Agreement: failure by the County to observe and perform any covenant, condition, or agreement on its part to be observed or performed hereunder and the continuation of the same for thirty (30) days after the County's receipt of written notice thereof from either the Commission or any Charter Customer (which notice shall be provided to all parties to this Agreement); provided, however, if such matter cannot with due diligence be remedied by the County within such thirty (30) day period, and the County shall have diligently prosecuted the remedying of such failure within such thirty (30) days, such period shall be extended by such additional time period as may be reasonably required by the County to cure or correct such matter.

If the County defaults under this Agreement, the remedies of a Charter Customer or the Commission, as affected, shall be limited to an action in equity against the County to enforce or compel performance of this Agreement and actions for mandamus and specific performances of the County's



obligations to the extent allowed by law. Election of any permitted remedy shall not be a waiver of any other permitted remedy, but each of the other parties to this Agreement agree that it will not seek, and does not have the right to seek, a judgment or to recover a judgment for monetary damages against the County.

7.3. Charter Customer Default and Commission and County Remedies. The occurrence of any or more of the following matters shall constitute a default by a Charter Customer under this Agreement: failure by a Charter Customer to observe and perform any covenant, condition, or agreement on its part to be observed or performed hereunder and the continuation of the same for thirty (30) days after the Charter Customer's receipt of written notice thereof from either the County or the Commission (which notice shall be provided to all parties to this Agreement); provided, however, if such matter cannot with due diligence be remedied by the Charter Customer within such thirty (30) day period, and the Charter Customer shall have diligently prosecuted the remedying of such failure within such thirty (30) days, such period shall be extended by such additional time period as may be reasonably required by the Charter Customer to cure or correct such matter.

If a Charter Customer defaults under this Agreement, the remedies of the County or the Commission, as affected, shall be limited to an action in equity against the Charter Customer to enforce or compel performance of this Agreement and actions for mandamus and specific performances of the Charter Customer's obligations to the extent allowed by law. Election of any permitted remedy shall not be a waiver of any other permitted remedy, but each of the other parties to this Agreement agree that it will not seek, and does not have the right to seek, a judgment or to recover a judgment for monetary damages against the Charter Customer.

7.4. Force Majeure. In case by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, terrorism, acts of terror, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or of any Charter Customer to deliver Lake Water hereunder, or of any Charter Customer to receive Lake Water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any "Force Majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. The Task Force shall make a recommendation to the Commission, which shall determine if force majeure which renders any of the parties unable to perform under this Agreement shall relieve a Charter Customer of its obligations to make payments to the Commission that may be required under Section 5.



## ARTICLE EIGHT

### MISCELLANEOUS

8.1. Effective Date and Term. The County and the Commission shall authorize and execute this Agreement and offer it to the Charter Customers. Each Charter Customer shall have until November 1, 2002, to authorize the execution of and execute a counterpart of this Agreement as acceptance hereof and to file same with the Clerk of the Commission. This Agreement will become effective on the date upon which the first Charter Customer shall have executed and filed a counterpart hereof (the "Effective Date"). If effective as hereinabove provided, this Agreement shall continue in full force and effect (a) for a period of forty (40) years after the Effective Date or (b) until the termination of the Commission, whichever is earlier. The County, the Commission, and the Charter Customers agree to begin consideration of whether an extension of this Agreement is necessary not later than three (3) years prior to the end of the term of this Agreement.

8.2. Assignment. Neither the County, nor the Commission, nor any Charter Customer may assign, convey, or transfer this Agreement, or any part hereof, without prior written consent of the other parties to this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties hereto.

8.3. Entire Agreement. This Agreement represents the entire agreement between the County, the Commission, and the Charter Customers that execute this Agreement with respect to the obligations and transactions to be performed hereunder, and supersedes all prior negotiations, proposals, term sheets, representations, or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument signed by the County, the Commission, and each of the Charter Customers that executes this Agreement. Nothing in this Agreement shall supersede, modify, terminate, or alter in any way the terms and provisions of the Water Purchase and Sale Contract, which shall remain in full force and effect.

8.4. Notices. All notices or communications provided for herein shall be in writing and shall be delivered to the County, the Commission, or the Charter Customers affected either in person or by United States mail, via registered mail, return receipt requested, postage prepaid, addressed to the principal office thereof.

Any action hereunder to be taken by the County, the Commission, or any Charter Customer may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk of the County, the Commission, or such Charter Customer.

8.5. No Waiver. No course of dealing or failure of the County, the Commission, or any Charter Customer to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.

8.6. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

8.7. Limitation on Commission's Financial Commitment. Notwithstanding any other provision of this Agreement, at no time during the term of this Agreement shall the Commission's total financial commitment under this Agreement exceed ten million dollars (\$10,000,000). No Charter Customer shall be required to take any action under this Agreement, including, but not limited to, matters relating to the Task Force, after the Commission has made a total financial commitment of ten million dollars (\$10,000,000).

8.8. Governing Law. This Agreement shall be governed by and construed exclusively under the applicable laws of the State of Illinois, without regard to conflicts of law principles.

8.9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

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

DUPAGE WATER COMMISSION

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

10/10/02

[SEAL]

1930

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Clerk

COUNTY OF DUPAGE, ILLINOIS

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

10/14/02

[SEAL]

Attest: \_\_\_\_\_

By: \_\_\_\_\_

[~~CITY~~/VILLAGE] OF Downers Grove, ILLINOISBy: Brian Krajewski  
[Mayor/~~President~~]Date: October 1, 2002

[SEAL]

Attest:

By: April H. Allen[~~City~~/Village] Clerk

## Exhibit C

Downers Grove, Illinois  
TCE Impacted Area  
Estimate of Cost for Connections

	Estimated units	800
Local share of North Belmont Park (Excludes IEPA Grant)		\$ 300,000
Fees for Village Connection		
Tap fee	\$ 200	\$ 160,000
Capacity fee	\$ 600	\$ 480,000
Meter fee	\$ 250	\$ 200,000
Inspection	\$ 60	\$ 48,000
	<u>\$ 1,110</u>	<u>\$ 888,000</u>
B-Box Connections	\$ 1,500	<u>\$ 1,200,000</u>
		\$ 1,200,000
Service Line Connections		
Service Line Connections	\$ 3,000	\$ 2,400,000
		<u>\$ 2,400,000</u>
Total Cost for the Downers Grove TCE Area		\$ 4,788,000

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-16-03

A RESOLUTION IMPLEMENTING CERTAIN EMPLOYEE BENEFIT CHANGES

WHEREAS, pursuant to Resolution No. R-44-93, the Commission adopted regulations affecting Commission employment, working conditions, and employee benefits as amended from time to time (the “Personnel Manual”); and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is reasonable, necessary and desirable, and in the best interest of the Commission, to enhance the Commission’s ability to attract and retain valuable employees; and

WHEREAS, in furtherance thereof, and pursuant to Ordinance No. O-6-03, the Commission elected to participate in the Illinois Municipal Retirement Fund (“IMRF”), changing the retirement plan benefits to be provided to employees from a SEPP/IRA pension system to an IMRF and/or Social Security pension system; and

WHEREAS, in connection with the change in retirement plan benefits, and to further enhance the Commission’s ability to attract and retain valuable employees, the Board of Commissioners of the DuPage Water Commission desires to (i) authorize discretionary bonuses, (ii) assist current employees in funding the employee’s share of the cost of participating in the IMRF pension system, (iii) authorize the use of rate stabilization reserves to fund a portion of the cost of the change in retirement plan benefits and other benefit enhancements, (iv) appoint an authorized agent for the IMRF pension system as required by Section 7-135 of the Illinois Pension Code, 40 ILCS 5/7-

135, and (v) amend the Personnel Manual as required to implement the change in retirement plan benefits;

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

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

SECTION TWO:    Employee Bonuses.    In accordance with the Personnel Manual, the General Manager has final authority over all aspects of the employment relationship between the Commission and its employees, subject only to general policies adopted by the Commission. Accordingly, the Board of Commissioners of the DuPage Water Commission hereby declares that it is the policy of the Commission that employee bonuses in the aggregate amount of the Social Security payroll tax savings achieved by the Commission to date, not to exceed \$1,400,000, be offered to current employees to (i) reward meritorious performance and more closely achieve compensation levels that are competitive with those offered by other, similar employers with similar employees and/or (ii) assist in funding the employee's share of the cost of participating in the IMRF pension system. The Board of Commissioners of the DuPage Water Commission hereby further declares that it is the policy of the Commission that, in the case of bonuses to be provided to assist in funding an employee's share of the cost of converting prior service with the Commission into IMRF creditable service, the employee-optional buy back assistance bonuses be offered for five years, expiring with the December 2007 IMRF buy back election period.



SECTION THREE: Bonus Funding. In lieu of increasing the Operation and Maintenance Costs portion of the water rates that would otherwise be charged to Contract Customers of the Commission, and except as otherwise required by Section 8.10 of Ordinance No. O-1-87, \$3,805,524 of the subaccount balance in the “Rate Stabilization Reserve subaccount of the General Account of the Water Fund” created by Resolution No. R-18-98 shall be used in funding the employee bonuses authorized in Section Two of this Resolution and in funding the employer’s share of the cost of any conversion by current employees of their prior service with the Commission into IMRF creditable service.

SECTION FOUR: IMRF Authorized Agent. The General Manager of the DuPage Water Commission from time to time, currently, James J. Holzwart, shall be and hereby is appointed as the Commission’s authorized agent for the IMRF pension system and such authorized agent shall have the powers and duties set forth in Section 7-135 of the Illinois Pension Code, 40 ILCS 5/7-135, including without limitation, the power and duty to file petitions for nomination of, and to cast ballots for election of, an executive trustee of the fund.

SECTION FIVE: Amendment to Section 601 of the Personnel Manual. Section 601, entitled “Summary of Employee Benefits,” of Article 600, entitled “Employment Benefits,” of the Personnel Manual shall be and it hereby is amended so that the retirement benefits listed in paragraph 4 of said Section 601 shall be and read as follows:

- “4. Retirement.
  - a. Retirement Plans
  - b. Deferred Compensation”

SECTION SIX: Amendment to Section 603 of the Personnel Manual.

Section 603, entitled "Eligibility for Benefits," of Article 600, entitled "Employment Benefits," of the Personnel Manual shall be and it hereby is amended in its entirety so that said Section 603 shall be and read as follows:

**"603 ELIGIBILITY FOR BENEFITS**

All employees are eligible for all benefits required by law, which include workers' compensation, Medicare, and Social Security. Regular full-time employees are eligible for all benefits described in this Article. Part-time and temporary employees are not eligible for any of the benefits described in this Article except benefits required by law and IMRF retirement benefits to the extent employed in a position normally requiring performance of duty for at least 1,000 hours per year. Probationary status does not affect eligibility for benefits; provided, however, that most insurance benefits begin only after an initial eligibility period, which is normally one month."

SECTION SEVEN: Amendment to Subsection 607.1 of the Personnel Manual.

Subsection 607.1, entitled "SEPP/IRA Retirement Plan," of Section 607, entitled "Retirement Benefits," of Article 600, entitled "Employment Benefits," of the Personnel Manual shall be and it hereby is amended in its entirety, including the caption thereof, so that said Subsection 607.1, including the caption thereof, shall be and read as follows:

**"607.1 RETIREMENT PLANS**

All employees shall be covered by retirement or pension plan. In the case of employees employed in a position normally requiring performance of duty for at least 1,000 hours per year, this shall be the Illinois Municipal Retirement Fund and Social Security. In the case of all other employees, this shall be Social Security"

SECTION EIGHT: Distribution. The General Manager shall make copies of this Resolution available to all Commission employees within 10 days following its adoption.

SECTION NINE: Effective Date. This Resolution shall be in full force and effect from and after its adoption; provided, however, that Sections Five, Six, and Seven

of this Resolution shall be of no force or effect until the date specified by the Board of Trustees of the Illinois Municipal Retirement Fund in its acceptance of the Commission's election to participate in the fund.

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

R-16-03.DOC

**DUPAGE WATER COMMISSION****RESOLUTION NO. R-7-03**

**A RESOLUTION APPROVING AND RATIFYING CERTAIN  
TASK ORDER(S) UNDER A MASTER ENGINEERING  
AGREEMENT WITH ALVORD, BURDICK & HOWSON, L.L.C.  
AT THE MARCH 12, 2003, DUPAGE WATER COMMISSION MEETING**

WHEREAS, the DuPage Water Commission (the "Commission") entered into an agreement with Alvord, Burdick & Howson, L.L.C. (the "Engineers") dated April 13, 2000, 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 Agreement"); and

WHEREAS, the Master Agreement sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Engineers 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 Engineers; and

WHEREAS, the Engineers have approved the Task Order(s) attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Order(s)");

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 Order(s) attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners

Resolution No. R-7-03

of the DuPage Water Commission has determined that the circumstances said to necessitate the Task Order(s) were not reasonably foreseeable at the time the Master Agreement was signed, the Task Order(s) are germane to the Master Agreement as signed, and/or the Task Order(s) 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 \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Resolution No. R-7-03

EXHIBIT 1

## **TASK ORDER NO. 12**

In accordance with Section 1 of the Agreement for Engineering services between the DuPage Water Commission (the "Commission") and Alvord, Burdick & Howson, L.L.C. (the "Engineers"), dated April 13, 2000 (the "Agreement"), the Commission and the Engineers agree as follows:

1. Specific Project Data:
  - A. Title of the Project: Cost-Benefit Analysis of Construction of Pipeline TW-3
  - B. Description and Scope of the Project:

Report and presentation on a cost-benefit analysis of constructing a transmission main in the northwest areas of DuPage County and the hydraulic impact on the north end of the Outer Belt Transmission Main.
2. Services of Engineer:
  - A. Basic Services:

The study, report and presentation will identify and quantify the cost and benefits related to the TW-3 pipeline. Upon compilation of the data a cost-benefit ratio will be calculated and presented. In addition a computer analysis will be made of standpipe no. 1 and the connection points of Roselle, Bloomingdale and Glendale Heights under 2020 max day condition without TW-3 and under 2020 average day condition with and without TW-3 for two emergency scenarios.
  - B. Additional Services:

As requested by the Commission in writing.
3. Approximate Period: Not Applicable
4. Approximate Construction Period: Not Applicable
5. Indirect Costs Factor: No Change
6. Not-to Exceed Costs: \$23,000
7. Other Modifications of Agreement: None
8. Attachments: None

Resolution No. R-7-03

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

The Effective Date of this Task Order is January 9, 2003.

DUPAGE WATER COMMISSION

BY: \_\_\_\_\_  
James J. Holzwart  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Edward J. Nawrocki  
Title: Manager of Maintenance and Construction  
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642  
E-mail Address: nawrocki@dpwc.org  
Phone: (630) 834-0100  
Fax: (630) 834-0120



Resolution No. R-7-03

ALVORD, BURDICK & HOWSON, L.L.C.

BY: \_\_\_\_\_  
Donald E. Eckmann  
Partner

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: J. Warren Green

Title: Partner

Address: 4710-3 Main Street, Lisle, Illinois 60532

E-mail Address: wgreen@abhengineers.com

Phone: (630) 493-1841

Fax: (630) 493-1843

### **TASK ORDER NO. 13**

In accordance with Section 1 of the Agreement for Engineering Services between the DuPage Water Commission (the "Commission") and Alvord, Burdick & Howson, L.L.C. (the "Engineers"), dated April 13, 2000 (the "Agreement"), the Commission and the Engineers agree as follows:

1. Specific Project Data:

B. Title of the Project: Potential Subsequent Customers – Bartlett, Batavia, Geneva, North Aurora and St. Charles

C. Description and Scope of the Project:

Report on water supply to Bartlett, Batavia, Geneva, North Aurora and St. Charles (collectively, the "Potential Subsequent Customer Municipalities").

2. Services of Engineer:

A. Basic Services:

Study and prepare a report on what the impact of the Commission providing water to the Potential Subsequent Customer Municipalities would have on the Commission's ability to serve its existing customers in the year 2020.

Identify the improvements to the Commission's system necessary to allow the Potential Subsequent Customer Municipalities to join the Commission as subsequent customers using the design "C" factors and the measured "C" factors in the distribution system hydraulic model while maintaining design hydraulic conditions in the Commission's distribution system.

Provide opinion of probable costs of the improvements with each of the two "C" factor scenarios.

B. Outside Support Services:

Retain the services of Rempe, Sharpe & Associates, Inc. to meet with the Potential Subsequent Customer Municipalities and provide the Engineers with information regarding the year 2020 maximum day water demand, location and hydraulic grade at each connection point of each Potential Subsequent Customer Municipality for a cost not to exceed \$22,000.

Resolution No. R-7-03

C. Additional Services:

Additional services and compensation will be required and authorized by the Commission for changes in the initial flows, hydraulic grades, number or locations of connection points. Additional services will also be provided as requested by the Commission in writing.

3. Approximate Report Period: One month after receipt of flow and connection point data from Rempe, Sharpe & Associates, Inc.

3. Approximate Construction Period: Not Applicable

4. Indirect Costs Factor: No Change

5. Not-to Exceed Costs:

Basic Services	\$34,000
Outside Support Services	\$22,000

5. Other Modifications of Agreement: Not Applicable

6. Attachments: None

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

The Effective Date of this Task Order is March 12, 2003.

DUPAGE WATER COMMISSION

BY: \_\_\_\_\_  
James J. Holzwart  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Robert L. Martin, P.E.

Title: Manager of Water Operations

Resolution No. R-7-03

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: martin@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

ALVORD, BURDICK & HOWSON, L.L.C.

BY:

\_\_\_\_\_  
Donald E. Eckmann  
Partner

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Bon Mui

Title: Partner

Address: 20 North Wacker Drive, Suite 1401, Chicago, Illinois 60606

E-mail Address: bmui@abhengineers.com

Phone: (312) 236-9147

Fax: (312) 236-0692

ACPA0304  
ACCOUNTS PAYABLE SPREADSHEET

## MEETING OF

03/12/03

- a - Subject to submission of all contractually required documentation.  
b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.  
c - Construction items are coded with account numbers in the 7000 series.  
d - Amount to be deducted from construction contract

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
A.N.S.I., Inc.	36636	03/11/03	Window Washing DPPS: March 2003	WF-6622	210.00	210.00
ADT Security Services, Inc.	42387438	04/01/03	Fire & Security Services: 04/01/03-06/30/03	WF-6622	94.41	94.41
Aerex Pest Control	582343	03/20/03	Exterminator - Service Building: March 2003	WF-6622	45.00	
Aerex Pest Control	582364	03/20/03	Exterminator - Pump & Motor Rooms: March 2003	WF-6622	45.00	
Aerex Pest Control	582850	03/20/03	Exterminator - DPPS: March 2003	WF-6622	45.00	135.00
Alvord, Burdick & Howson	68	03/31/03	Naperville Rd. to Diehl Rd.: 02/25/03-03/24/03	WF-7913	6,356.28	
Alvord, Burdick & Howson	68	03/31/03	Diehl Rd. to 75th: 02/25/03-03/24/03	WF-7913	329.74	
Alvord, Burdick & Howson	68	03/31/03	Butterfield Rd. to Prairie Path: 02/25/03-03/24/03	WF-7913	45,949.08	
Alvord, Burdick & Howson	240	03/31/03	Butterfield to 75th St:02/25/03-03/24/03	WF-7913	126.00	
Alvord, Burdick & Howson	2003-100	03/31/03	Blow-Off Valve Improvement Tsk Odr. #9: 02/25/03-03/24/03	WF-6389	705.68	
Alvord, Burdick & Howson	2003-101	03/31/03	Blow-Off Valve Improvement Tsk Odr. #9: 02/25/03-03/24/03	WF-6389	23,389.80	
Alvord, Burdick & Howson	2003-102	03/31/03	Cost Benefit Analysis - TW-3: 02/25/03-03/24/03	WF-7913	2,808.00	
Alvord, Burdick & Howson	2003-104	03/31/03	72" Along Rt. 83 (TIB-1) Task Order # 11: 02/25/03-03/24/03	WF-7913	36,352.05	116,016.63
American Water Works Association	1000143470	03/11/03	Simplified Procedures for Water Exam, On-Line Monitoring	WF-6622	211.00	211.00
Anixter Inc.	181-220741	03/21/03	SCADA/Instrumentation	WF-6624	250.72	250.72
AT&T Wireless Service - Chicago	150038750	03/28/03	Cellular Phone Serv.: 02/27/03-03/26/03	WF-6514	197.94	197.94
Avalon Petroleum Company	428914	03/13/03	Gasoline	WF-6641	1,575.45	1,575.45
Bank One	4119505	03/17/03	1993 Revenue Bond Trustee Services	WF-6233	14,294.80	14,294.80
CDW Government, Inc.	IB18565	03/21/03	Office Equipment Repairs	WF-6550	69.49	69.49
Chicago Tribune	260570001	03/02/03	Employment Ad	WF-6191	1,274.00	1,274.00
Chicago, City of: Dept. of Water	Ltr.	03/26/03	Operation Costs Lex. Sta.:02/01/03-02/28/03	WF-6611	31,347.99	31,347.99
Chicago, City of: Dept. of Water	Ltr.	03/05/03	Electric Service: 01/01/03-02/04/03	WF-6611	72,734.26	
Chicago, City of: Dept. of Water	Ltr.	03/20/03	Electric Service: 02/04/03-03/03/03	WF-6611	61,709.97	134,444.23

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Chicago, City of Supt. of Wtr. Coll.	Ltr.	04/01/03	Water Supply: 03/01/03-03/31/03	WF-1910	(590,136.72)	
Chicago, City of Supt. of Wtr. Coll.	Ltr.	04/01/03	Water Supply: 03/01/03-03/31/03	WF-6611	2,950,683.62	2,360,546.90
Choice Coffee Co.	108649	03/13/03	Coffee	WF-6521	109.95	109.95
Cintas First Aid & Safety	343155421	04/02/03	First Aid Supplies	WF-6622	132.40	132.40
City of Elmhurst	25279	03/10/03	Annual Service Fee Agreement	WF-1553	38,452.00	38,452.00
Cochrane Compressor Company	I-00332-0	03/03/03	Maintenance Supplies	WF-6622	148.31	148.31
Commonwealth Edison	Various	03/06/03	Remote Opr. Valve: 02/04/03-03/06/03	WF-6612	926.53	
Commonwealth Edison	Various	03/18/03	CP Station #: 02/19/03-03/18/03	WF-6612	208.87	
Commonwealth Edison	Various	03/27/03	Tank Site # Serv: 02/26/03-03/27/03	WF-6612	2,568.87	
Commonwealth Edison	Various	03/07/03	Meter Sta. Serv.: 02/06/03-03/07/03	WF-6612	10,809.56	14,513.83
Constellation NewEnergy, Inc.	0297187001	03/28/03	DPPS Electric Service: 02/25/03-03/26/03	WF-6612	90,713.84	90,713.84
CTE Engineers, Inc.	44140599.1000-1	03/17/03	Eng. Serv. - Vulnerability Assessment: 02/13/03-02/21/03	WF-6389	825.96	
CTE Engineers, Inc.	44140599.1000-1	03/17/03	Eng. Serv. - Vulnerability Assessment: 02/13/03-02/21/03	WF-1398	825.96	
CTE Engineers, Inc.	44140599.1000-1	03/17/03	Eng. Serv. - Vulnerability Assessment: 02/13/03-02/21/03	WF-5900	(825.96)	825.96
Divane Bros. Electric Co.	QRE1-005A	04/02/03	ROV 8A, Rplc & Rlcte Existing Conduit & Electrical Boxes	WF-6633	2,490.55 (a)	2,490.55
Electronic Entry Systems, Inc.	200303004	03/10/03	Repairs to Service Gate	WF-6622	190.00	
Electronic Entry Systems, Inc.	200303005	03/10/03	Repairs to Service Gate	WF-6622	1,346.46	1,536.46
Elmhurst Memorial Hospital	11299	03/18/03	Basic First Aid Training	WF-6132	980.00	
Elmhurst Memorial Hospital	11424	03/18/03	Employee Physical: R. Martin	WF-6191	242.00	
Elmhurst Memorial Hospital	11425	03/18/03	Employee Physical: E. Kazmierczak	WF-6191	292.00	1,514.00
Elmhurst Plaza Standard, Inc.	13462	03/12/03	Gasoline	WF-6642	31.01	31.01
Excel Environmental Inc.	E0319067	03/19/03	Waste Oil Pick Up	WF-6622	50.00	50.00
Federal Express Corp.	4-631-01919	03/26/03	Messenger Service	WF-6532	152.28	152.28

ACPA0304  
ACCOUNTS PAYABLE SPREADSHEET

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
First USA Bank, NA	311806002454	03/05/03	Teleconferencing Equipment	WF-6952	(89.08)	
First USA Bank, NA	311806002454	03/05/03	Cellular Phone	WF-6514	133.67	44.59
Flowserve FSD Corporation	M640414	03/25/03	Seal Kits and Seal Rebuilding Kits	WF-6621	12,680.82	12,680.82
Glenbard Electric Supply, Inc.	1031315-01	03/07/03	Maintenance Supplies	WF-6622	21.60	
Glenbard Electric Supply, Inc.	1031598-01	03/21/03	Meter Station Maintenance	WF-6633	369.29	390.89
Governmental Accounting Standards Board		03/25/03	1 Yr Subscription Renewal - Accounting Standards	WF-6540	180.00	180.00
Grainger	156-356472-1	03/12/03	SCADA/Instrumentation	WF-6624	207.50	
Grainger	Various	03/27/03	Maintenance Supplies	WF-6622	1,954.22	2,161.72
Graymills Corporation	630630	03/14/03	Maintenance Supplies	WF-6623	169.47	169.47
Hewlett-Packard Company	33645506	03/20/03	Compaq Server	WF-6951	5,500.00	5,500.00
Holland & Knight		03/21/03	Legal Services: February 2003	WF-6251	21,191.28	
Holland & Knight		03/21/03	Legal Services: February 2003	WF-6389	58,082.51	
Holland & Knight		03/21/03	Legal Services: February 2003	WF-7951	5,670.10	84,943.89
Home Depot	Various	03/10/03	Maintenance Supplies	WF-6622	130.10	130.10
HSQ Technology	5389	03/28/03	SCADA Support Service: 03/01/03-03/31/03	WF-6624	450.00	450.00
Illinois Paper Company	14128	03/11/03	Office Supplies	WF-6521	298.40	298.40
Illinois State Police		03/17/03	Radio Communication Service: April - June 2003	WF-6641	1,282.50	1,282.50
J.U.L.I.E.	02-03-0398	03/03/03	Utility Locates: February 2003	WF-6634	1,470.40	1,470.40
JM Process Systems, Inc.	32503 C	03/25/03	Repair Circuit Boards	WF-6624	366.18	366.18
Kara Company Inc.	139389	03/13/03	Locating Paint	WF-6634	354.00	354.00

ACPA0304  
ACCOUNTS PAYABLE SPREADSHEET

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Lab Safety Supply, Inc.	1003059570	03/12/03	Water Testing	WF-6614	332.25	332.25
LaBarge, Inc.	C1294	02/20/03	Corrosion Telemetry: 01/21/03-02/18/03	WF-6514	84.45	84.45
Lewellyn Technology, Inc.	E0052414	03/27/03	Electrical Troubleshooting - Training - E. Van Mater	WF-6132	790.00	790.00
McGhee, Terrance		03/27/03	ISAWWA Annual Meeting: T. McGhee	WF-6133	165.24	
McGhee, Terrance		03/27/03	ISAWWA Seminar - Rockford: T. McGhee	WF-6133	68.87	
McGhee, Terrance		03/27/03	ISAWWA Seminar - Elgin: T. McGhee	WF-6133	24.48	258.59
McGladrey & Pullen, LLP	M-1406060-260	03/12/03	Cash & Investments Review - December 2002	WF-6310	4,500.00	4,500.00
McMaster-Carr Supply Company	Various	03/17/03	Vehicle Maintenance: M-79697	WF-6641	132.75	
McMaster-Carr Supply Company	Various	03/18/03	Maintenance Supplies	WF-6622	1,228.33	1,361.08
Mel's Ace Hardware	Various	03/01/03	Vehicle Maintenance	WF-6641	84.62	
Mel's Ace Hardware	Various	03/04/03	Locator Batteries	WF-6634	20.20	
Mel's Ace Hardware	Various	03/07/03	Office Supplies	WF-6521	9.68	
Mel's Ace Hardware	Various	03/31/03	Maintenance Supplies	WF-6622	160.69	275.19
Menards - Hillside	Various	03/20/03	Maintenance Supplies	WF-6622	56.30	56.30
Microwave Data Systems Inc.	8974332	03/05/03	SCADA/Instrumentation	WF-6624	684.40	684.40
Naperville, City of	Various	03/21/03	Meter Sta. Service: 02/13/03-03/13/03	WF-6612	1,810.84	1,810.84
National City Bank of Indiana		03/11/03	Safekeeping Fees: February 2003	WF-6233	977.30	977.30
Newark InOne	7496221	03/27/03	SCADA/Instrumentation	WF-6624	151.52	151.52
Nextel Communications	648652511	03/13/03	Cellular Phone Serv.: 02/09/03-03/08/03	WF-6514	58.43	58.43
NICOR	2-38-82-32429	03/26/03	DPPS Service: 02/14/03-03/14/03	WF-6513	4,538.64	4,538.64
Pitney Bowes	5795233-MR03	03/13/03	Postage Meter Rental: 12/30/02-03/30/03	WF-6550	330.00	330.00



ACPA0304

## ACCOUNTS PAYABLE SPREADSHEET

## MEETING OF

03/12/03

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Power Quality, Inc.	7476	03/13/03	SCADA/Instrumentation	WF-6624	135.83	135.83
Reliable Office Supplies	YHW26300	03/20/03	Office Supplies	WF-6521	128.49	128.49
Rossi Contractors, Inc.	BOV-1	03/31/03	Cont. BOV-1: Partial Invoice No. 8	WF-6631	172,522.26 (a)	
Rossi Contractors, Inc.	BOV-1	03/31/03	Cont. BOV-1: Partial Invoice No. 8	WF-3520	(17,252.23) (a)	
Rossi Contractors, Inc.	BOV-1	03/31/03	Cont. BOV-1: Partial Invoice No. 8	WF-3530	(390.00) (a)	154,880.03
Rossi Contractors, Inc.	TW-2	03/28/03	Cont. TW-2: Partial Invoice No. 31	WF-7500	5,952.75 (a)	
Rossi Contractors, Inc.	TW-2	03/28/03	Cont. TW-2: Partial Invoice No. 31	WF-1398	8,751.00 (a)	
Rossi Contractors, Inc.	TW-2	03/28/03	Cont. TW-2: Partial Invoice No. 31	WF-3520	(735.19) (a)	13,968.56
Royal Graphics Printers	61533	03/19/03	Business Cards: J. Mox	WF-6521	250.49	250.49
Salz, Joel		03/27/03	ISAWWA Annual Meeting: J. Salz	WF-6133	105.12	105.12
SBC	6308940725	03/04/03	Tank Site #1: 03/04/03-04/03/03	WF-6514	20.37	
SBC	6308340100	03/22/03	Service DPPS: 03/22/03-04/21/03	WF-6514	561.72	
SBC	708Z096241	03/16/03	Backup Telemetry Serv: 03/16/03-04/15/03	WF-6514	706.04	1,288.13
Sears Commercial One		03/03/03	Operations Tools	WF-6622	2,326.76	2,326.76
SimplexGrinnell LP	83882246	03/21/03	Fire System Annual Maintenance Service Agreement	WF-6622	5,596.00	5,596.00
Sir Speedy	38150	03/14/03	Bid Package - Tank Site Painting	WF-6394	170.17	170.17
Soooper Lube	22005	03/03/03	Vehicle Maintenance: M-78556	WF-6641	35.90	
Soooper Lube	23357	03/24/03	Vehicle Maintenance: M-76785	WF-6641	30.95	
Soooper Lube	23781	03/31/03	Vehicle Maintenance: M-80328	WF-6641	25.95	92.80
Specialty Mat Service	191842	03/10/03	Floor Mat Service: 03/10/03	WF-6622	57.25	
Specialty Mat Service	193521	03/24/03	Floor Mat Service: 03/24/03	WF-6622	57.25	114.50
Suburban Laboratories, Inc.	58356	03/27/03	Water Testing	WF-6614	50.00	50.00
ThyssenKrupp Elevator Company	216005	04/01/03	Elevator Maintenance: 04/01/03-04/30/03	WF-6395	203.94	203.94

ACPA0304  
ACCOUNTS PAYABLE SPREADSHEET

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Total Facility Maintenance, Inc.	111875	04/01/03	DPPS Cleaning Services: April 2003	WF-6622	1,867.50	1,867.50
Unique Products & Service Corp.	112720	03/12/03	Maintenance Supplies	WF-6622	387.10	387.10
United Radio Communications	8726300	02/28/03	Portable Radio Repairs	WF-6641	177.75	
United Radio Communications	8728200	02/28/03	Removed Phone, Charging Unit, Repeater	WF-6641	126.33	
United Radio Communications	8733300	02/28/03	Portable Radio Repairs	WF-6641	213.08	517.16
USA BlueBook	646248	03/12/03	3500 Watt Power Inverter: M-79697	WF-6961	706.79	706.79
Verizon Wireless	6305692948	03/01/03	Cellular Phone Serv.: 03/01/03-03/28/03	WF-6514	92.71	
Verizon Wireless	6308462345	03/09/03	Cellular Phone Serv.: 03/09/03-04/08/03	WF-6514	83.92	
Verizon Wireless	6305692945	03/19/03	Cellular Phone Serv.: 03/19/03-04/18/03	WF-6514	62.99	
Verizon Wireless	7087104142	03/12/03	Cellular Phone Serv.: 03/12/03-04/11/03	WF-6514	65.95	305.57
Video Master	39069	03/27/03	SCADA/Instrumentation	WF-6624	2,118.00	2,118.00
Viking Office Products	Various	03/04/03	Office Supplies	WF-6521	273.15	273.15
Waste Management North	1576276-2008-9	03/01/03	Refuse Disposal	WF-6622	208.03	208.03
Westchester Lock & Key Service, Inc.	33108	03/12/03	Keys	WF-6622	39.70	39.70
Total Accounts Payable						3,123,704.92
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