



DuPage Water Commission

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

AGENDA

**DUPAGE WATER COMMISSION
THURSDAY, SEPTEMBER 14, 2006
7:30 P.M.**

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

I. Roll Call

(Majority of the Commissioners then in office—minimum 7)

II. Public Comments

III. Approval of Minutes

A. Regular Meeting of August 10, 2006

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

RECOMMENDED MOTION: To approve the Minutes of the August 10, 2006 Regular Meeting of the DuPage Water Commission (Voice Vote).

B. Executive Session of August 10, 2006

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

RECOMMENDED MOTION: To approve the Minutes of the August 10, 2006 Executive Session of the DuPage Water Commission (Voice Vote).

IV. Treasurer's Report – August 2006

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

RECOMMENDED MOTION: To accept the August 2006 Treasurer's Report (Voice Vote).

V. Committee Reports

- A. Administration Committee - No Meeting
- B. Engineering & Construction Committee – No Meeting
- C. Finance Committee – No Meeting

VI. Chairman's Report

VII. Omnibus Vote Requiring Majority Vote

- A. Resolution No. R-27-06: A Resolution Retaining C. Semrad & Associates for Human Resources Training and Consulting Services

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

- B. Resolution No. R-31-06: A Resolution Authorizing the Execution of an Intergovernmental Agreement Concerning the Implementation of Water Service to Judith Lane and Riviera Court in Unincorporated DuPage County

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

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

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

- Resolution No. R-30-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the September 14, 2006, DuPage Water Commission Meeting

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

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

IX. Old Business

- Summary of Action Taken Since Previous Meeting

X. New Business

- Authorize Virchow Krause & Company, LLP to Estimate the Capital Cost Recovery Charge for Bensenville Park District

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

RECOMMENDED MOTION: To authorize Virchow Krause & Company, LLP to estimate the Capital Cost Recovery Charge per the methodology approved in Resolution No. R-79-04, upon receipt of the sum of \$15,000 to cover the costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District (Roll Call).

XI. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$6,286.81 subject to submission of all contractually required documentation (Roll Call).

XII. Public Comments

XIII. Executive Session

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

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

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

XIV. Adjournment

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

**MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, AUGUST 10, 2006
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Rathje at 7:30 P.M.

Commissioners in attendance: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, W. Maio, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, D. Zeilenga, and L. Rathje

Commissioners Absent: G. Mathews and G. Wilcox

Also in attendance: Treasurer R. Thorn, R. Martin, R. M. Richter, M. Crowley, C. Johnson, E. Kazmierczak, R. C. Bostick, F. Frelka, J. Schori, T. McGhee, Barbara Adams of Holland & Knight LLP, Warren Green of McDonough Associates, Inc., Steve Palac of Greeley and Hansen, and Dan Dragan of Greeley and Hansen.

Former Commissioner Benson was presented with a plaque for his many years of service and dedication.

Commissioner Feltes took his oath of office.

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

Commissioner Ferraro moved to approve the Minutes of the July 13, 2006 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report for the month of July 2006 which showed receipts of \$8,402,050.00, disbursements of \$5,121,062.00, and a cash and investment balance of \$133,210,449.00.

Commissioner Hartwig moved to accept the July 2006 Treasurer's Report. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Reported by Commissioner Hartwig

Commissioner Hartwig reported that the Administration Committee discussed the Electronic Meeting Participation Policy and recommended that the policy be re-reviewed in October before adoption. Commissioner Hartwig also noted that the Committee recommended deferring Resolution No. R-27-06: A Resolution Retaining C. Semrad & Associates for Human Resources Training and Consulting Services until more detailed information is provided concerning the services to be provided, the hourly rate (\$187.00) and approved budget for the services to be provided, the actual estimated cost of the services to be provided through the end of the fiscal year, and a proposed procedure for providing the Board with a description of the services actually provided.

After General Manager Martin explained the immediate need for the services, Commissioner Hartwig moved to retain the services of C. Semrad & Associates, at an hourly rate of \$187.00 for a one month period, in connection with interviewing candidates for employment. Seconded by Commissioner Zeilenga and unanimously approved by Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, W. Maio, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, D. Zeilenga, and L. Rathje

Nays: None

Absent: G. Mathews and G. Wilcox

Commissioner Hartwig also noted that the Administration Committee had no concerns with the proposed water quality loan to the Village of Carol Stream and confirmed with Carol Stream Mayor Ferraro that the unincorporated residents to be served were most appreciative of receiving water from the Village.

Engineering & Construction Committee – Reported by Commissioner Mueller

Commissioner Mueller reported that the Engineering and Construction Committee reviewed and recommended for approval Resolution Nos. R-25-06, R-26-06, and R-28-06.

Finance Committee – Reported by Commissioner Poole

Commissioner Poole reported that the Finance Committee reviewed and recommended for approval the Accounts Payable and Resolution No. R-29-06. Commissioner Poole then handed out information for review regarding fund balances and the General Obligation and Revenue Bonds to be discussed at a workshop to be held in lieu of September Committee Meetings. It was the consensus of the Commissioners that the workshop should begin at 6:00 P.M., with dinner provided, in order to allow enough time for discussion of all financial options.

CHAIRMAN'S REPORT

None

MAJORITY OMNIBUS VOTE AGENDA

None (per recommendation of the Administration Committee)

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

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

Super/Special Majority Omnibus Vote

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, W. Maio, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, and L. Rathje

Nays: None

Abstain: D. Zeilenga

Absent: G. Mathews and G. Wilcox

Item 1: Resolution No. R-25-06: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the August 10, 2006, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-26-06: A Resolution Approving and Authorizing the Execution of a Master Contract with Greeley and Hansen LLC for Professional Engineering Services—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-28-06: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Patrick Engineering, Inc., at the August 10, 2006, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 4: Resolution No. R-29-06: A Resolution Accepting the Proposal of Timothy W. Sharpe for Actuarial Services—"Super/Special Majority Omnibus Vote"

OLD BUSINESS

Commissioner Maio moved to ratify the Commission's participation in the AWWA Research Foundation Grant projects in the amount of \$11,000 in kind staff contribution for the Asset Management Research Project and \$13,000 in kind staff contribution and

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\$10,000 cash contribution for the Phosphate Corrosion Inhibitor Research Project.
Seconded by Commissioner Ferraro and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, W. Maio, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, D. Zeilenga, and L. Rathje

Nays: None

Absent: G. Mathews and G. Wilcox

NEW BUSINESS

Commissioner Murphy moved to confirm Chairman Rathje's appointment of Commissioner Mueller as Vice Chairman until April 30, 2008 or until his successor is duly appointed and confirmed and to confirm the appointment of Commissioner Maio to the Engineering Committee until such time as new committee appointments are made and confirmed. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Dan Dragan of Greeley and Hansen gave a presentation on the Feasibility Study for On-Site Generation at the Lexington Pumping Station. After the presentation concluded, the floor was opened to questions.

Commissioner Poole confirmed that the generator engines were reciprocating.

In response to Commissioner Hartwig's question, General Manager Martin advised that the City of Chicago had tentatively agreed to pay half of the costs, not to exceed \$8.5 million, and that an Intergovernmental Agreement is being reviewed by Corporation Counsel for the City. General Manager Martin also noted that the City would be picking up 100% of the cost of any Photovoltaic Cells installed as part of the project and that any such costs would not be counted in the City's \$8.5 million cap on reimbursable costs. Commissioner Zeilenga inquired whether design costs were included in the \$12 million cost estimate for the generators (excluding Photovoltaic Cells). General Manager Martin responded that design costs were excluded. General Manager Martin went on to note that the variable frequency drives at the Lexington Pumping Station needed to be replaced, that the City indicated it was willing to share equally in the approximate \$1 million cost, and that such costs would not be counted in the City's \$8.5 million cost cap on the generator project.

In response to Commissioner Chaplin's inquiry regarding maintenance at the Lexington Pumping Station, General Manager Martin updated the Board as to the joint monthly inspections performed with the City, including itemized sheets showing the repairs needed. Commissioner Chaplin also questioned whether the Commission should reimburse its customers for costs previously incurred in installing their own back-up generators. Commissioner Hartwig stated that reimbursement would only be

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appropriate if the Commission had adopted a decentralized approach to back-up generation instead of its current centralized approach.

Commissioner Feltes confirmed that the Commission is advancing the funds needed for the project and then obtaining reimbursement from the City over an approximately two-year period though a 10% credit against monthly water purchases.

Commissioner Poole confirmed that the new SCADA system was estimated to cost in the \$60,000 - \$70,000 range. General Manager Martin explained that the City is in the process of changing their SCADA system, which will mesh with the Commission's for purposes of shutting part of the system down (if needed) and monitoring water flow levels, but that actual control of the system will be done by the City.

General Manager Martin noted the potential to use the generators for peak shaving, if ComEd continues the program and if pollution control facilities were installed. General Manager Martin added that the design would accommodate the subsequent addition of pollution control facilities in accordance with both the newly-effective and delayed effectiveness EPA regulations (as advised by Dan Dragan of Greeley & Hansen).

Commissioner Zeilenga requested the General Manager advise the Board of the advantages and disadvantages associated with using a design-build procurement for the generator project (assuming the Commission is authorized to engage in that type of procurement and the City would agree).

In response to Commissioner Maio's questions, General Manager Martin advised that (1) natural gas generators were not recommended because they are larger, more expensive, and the City had no familiarity with their operation or maintenance and (2) any power generated by the proposed solar panels over the storage tanks would be used to supply the Lexington Pumping Station, thereby reducing the Commission's energy costs.

Commissioner Mueller mentioned that the back-up generation issue has come a long way and complimented staff on the progress.

After all questions pertaining to the presentation were answered, Chairman Rathje asked if any of the Commissioners had an objection to him attending a Commission-paid seminar on "Clean Water in the Midwest," to which no objection was made.

Commissioner Chaplin then requested that General Manager Martin prepare, for distribution to all Commissioners in advance of each Board meeting, a brief summary of questions asked and answers provided in the General Manager's monthly calls to Commissioners.

ACCOUNTS PAYABLE

Commissioner Ferraro moved to approve the Accounts Payable in the amount of \$848.00 subject to submission of all contractually required documentation. Seconded by Commissioner Mueller and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, W. Maio, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, D. Zeilenga, and L. Rathje

Nays: None

Absent: G. Mathews and G. Wilcox

PUBLIC COMMENTS

None

Commissioner Murphy left the meeting at 8:28 P.M.

EXECUTIVE SESSION

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

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, W. Maio, W. Mueller, A. Poole, J. Vrdolyak, D. Zeilenga, and L. Rathje

Nays: None

Absent: G. Mathews, W. Murphy, and G. Wilcox

The Board went into Executive Session at 8:30 P.M.

Commissioner Zeilenga left the meeting at 8:50 P.M.

Commissioner Mueller moved to come out of Executive Session at 9:03 P.M. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Hartwig moved to adjourn the meeting at 9:05 P.M. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DU PAGE WATER COMMISSION
TREASURE'S REPORT
STATEMENT OF REVENUES & EXPENDITURES
August 31, 2006

REVENUE	CURRENT MONTH			YEAR TO DATE		
	FY 2007	FY 2006	INC - (DEC)	FY 2007	FY 2006	INC - (DEC)
WATER SALES	\$ 4,711,154	6,170,230	(1,459,076)	16,437,256	18,679,061	(2,241,805)
SALES TAX	3,268,390	2,755,514	512,876	11,941,011	10,897,682	1,043,329
INVESTMENT INCOME	591,092	645,895	(54,803)	2,133,890	2,064,783	69,107
OTHER INCOME	-	-	-	-	210	(210)
TOTAL REVENUE	8,570,636	9,571,639	(1,001,003)	30,512,157	31,641,736	(1,129,579)
EXPENDITURES						
PERSONAL SERVICES	158,698	276,708	(118,010)	1,049,453	1,014,403	35,050
PROFESSIONAL SERVICES	4,145	5,328	(1,183)	17,166	31,432	(14,266)
CONTRACTUAL SERVICES	35,959	20,407	15,552	115,371	91,118	24,253
INSURANCE	6,930	610	6,320	20,791	13,226	7,565
WATER SUPPLY COSTS	5,356,007	6,081,416	(725,409)	17,985,932	18,751,996	(766,064)
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	11,821,969	11,083,969	738,000
LAND AND RIGHT OF WAY	100	-	100	100	-	100
CAPITAL EQUIPMENT PURCHASES	-	34,284	(34,284)	18,244	86,456	(68,212)
TOTAL EXPENDITURES	5,561,839	6,418,753	(856,914)	31,029,046	31,072,600	(43,554)
TRANSFER TO OTHER GOVERNMENTS	-	-	-	15,000,000	15,000,000	-
NET INCREASE / (DECREASE) IN FUNDS	3,008,797	3,152,886	(144,089)	(516,889)	(14,430,864)	(1,086,025)

FUNDS CONSIST OF:


	August 31, 2006	August 31, 2005	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT OAKBROOK BANK LOCK BOX	1,000	29,548	(28,548)
CASH AT VILLA PARK TRUST & SAVINGS	66,946	5,312	61,634
TOTAL CASH	76,272	43,186	33,086

	August 31, 2006	August 31, 2005	% CHANGE
ILLINOIS FUNDS MONEY MARKET	22.31%	10.94%	84.3%
ILLINOIS FUNDS PRIME FUND	19.73%	17.06%	4.5%
GOVERNMENT MONEY MARKET FUNDS	1.30%	1.16%	0.3%
U. S. TREASURY INVESTMENTS	12.49%	10.27%	9.9%
U. S. AGENCY INVESTMENTS	24.31%	42.62%	-48.5%
CERTIFICATES OF DEPOSIT	19.86%	17.95%	0.0%
TOTAL INVESTMENTS	100.00%	100.00%	-12.6%
TOTAL FUNDS	133,497,660	147,680,690	(14,183,030)

NOTE 1 - NEGATIVE AMOUNT DUE TO MATURITY OF INVESTMENT PURCHASED AT ABOVE PAR PRICE

DATE: August 4, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Retaining C. Semrad & Associates for Human Resources Training and Consulting Services Resolution No. R-27-06	APPROVAL	
Account Number: 60-6280 C. Semrad & Associates is a human resources consulting firm that previously provided anti-harassment and management training to Commission staff. Staff desires to continue to retain the services of C. Semrad & Associates on an as needed basis in connection with the Commission's human resources. Resolution No. R-27-06 would authorize staff to request such services from time to time, subject to a maximum total expenditure of \$20,000 without prior Board approval.			
MOTION: To approve Resolution No. R-27-06.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-27-06

A RESOLUTION RETAINING C. SEMRAD & ASSOCIATES
FOR HUMAN RESOURCES TRAINING AND CONSULTING SERVICES

WHEREAS, C. Semrad & Associates is a human resources consulting firm that previously provided anti-harassment and management training to Commission staff;

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

SECTION ONE: The DuPage Water Commission hereby retains C. Semrad & Associates, at a total cost not to exceed \$20,000, to provide human resources training and consulting services as needed from time to time in connection with Commission operations.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2006.

Chairman

ATTEST:


Clerk



DuPage Water Commission

MEMORANDUM

TO: Chairman Rathje and Commissioners

FROM: Robert L. Martin
General Manager 

DATE: September 1, 2006

SUBJECT: Resolution No. R-27-06
C. Semrad & Associates
Human Resources Training and Development

At the August 10, 2006 Commission meeting the Administration Committee requested additional information regarding retaining the services of C. Semrad & Associates per Resolution No. R-27-06.


C. Semrad & Associates has assisted the Commission with an anti-harassment training, team building development for the Safety Committee, management/supervisor training and assistance in personnel issues such as interviewing.

Feedback from the managers and supervisors is positive. Managers demonstrate an improved ability to coach and counsel their teams, resolve conflicts and understand the impact of their decisions on others. Team members demonstrate an understanding of anti-harassment behaviors and are actively ensuring compliance with the law.

C. Semrad & Associates rate is \$187.00 per hour and Resolution No. R-27-06 would authorize a maximum expenditure of \$20,000 without prior Board approval. This is a budgeted item. To date we have used \$9,365 of the budgeted amount.

DATE: September 7, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	<p>A Resolution Authorizing the Execution of an Intergovernmental Agreement Concerning the Implementation of Water Service to Judith Lane and Riviera Court in Unincorporated DuPage County</p> <p>Resolution No. R-31-06</p>	APPROVAL	
<p>Account No.: 01-1332</p> <p>On March 14, 2006, the County of DuPage determined that the well water supply in the area described in County Board Resolution PW-0008-06 (the "Service Area") is tainted or contaminated. As a result of this determination, the Commission determined, pursuant to Resolution No. R-12-06, that the Village of Carol Stream be designated as the municipality most appropriate for supplying water to the approximately 36 homes comprising the Service Area because (i) the Village is adjacent to the Service Area and (ii) the Commission, the County, and the Commission's Charter Customers, including the Village, have already entered into an Intergovernmental Agreement for the provision of Lake Michigan water to areas of DuPage County Affected by Contamination (the "Enabling Agreement").</p> <p>Resolution No. R-31-06 would approve an Intergovernmental Agreement between the Commission and the Village of Carol Stream to coordinate and implement the supply of Lake Michigan water to the Service Area in accordance with the Enabling Agreement, including Commission financing of up to \$764,000.00 in Service Costs, as defined in the Enabling Agreement and described in more detail in Exhibit B to the Implementing Agreement.</p>			
<p>MOTION: To approve Resolution No. R-31-06.</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-31-06

A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT CONCERNING THE IMPLEMENTATION
OF WATER SERVICE TO JUDITH LANE AND RIVIERA COURT
IN UNINCORPORATED DuPAGE COUNTY

WHEREAS, the DuPage Water Commission (the "Commission") is a public corporation created under the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*, and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, 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 Carol Stream (the "Village"), 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, over fifty percent (50%) of the wells sampled in the area described in County Board Resolution PW-0008-06 (the "Service Area") have detectable levels of Vinyl Chloride, a 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, pursuant to Resolution PW-0008-06, the County officially found and determined that the well water supply in the Service Area is tainted or contaminated for purposes of Section 0.01 of the Water Commission Act of 1985, 70 ILCS 3720/0.01; and

WHEREAS, pursuant to Resolution No. R-12-06, the Commission officially found and determined, in accordance with Section 0.01 of the Water Commission Act of 1985, 70 ILCS 3720/0.01, that the Village is the municipality most appropriate for supplying water to the Service Area; and

WHEREAS, the Commission, the County, and the Village 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 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 Judith Lane and Riviera Court in Unincorporated 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 General Manager of the DuPage Water Commission, shall be and it hereby is approved and accepted by the DuPage Water Commission.

SECTION THREE: The General Manager 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 Judith Lane and Riviera Court in Unincorporated DuPage County, in substantially the form attached hereto as Exhibit 1 or with such modifications as may be required or approved by the General Manager; provided, however, that the Agreement shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Agreement executed by the Village of Carol Stream. Upon execution by the General Manager, the Intergovernmental Agreement Concerning the Implementation of Water Service to Judith Lane and Riviera Court in Unincorporated 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 _____, 2006.

Chairman

ATTEST:

Clerk

Resolution No. R-31-06

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT CONCERNING THE
IMPLEMENTATION OF WATER SERVICE TO JUDITH LANE AND RIVIERA COURT
IN UNINCORPORATED DuPAGE COUNTY

THIS AGREEMENT, made and entered into as of this _____ day of _____ 2006, ("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 CAROL STREAM, a municipal corporation created and existing under the laws of the State of Illinois (the "Charter Customer"),

WITNESSETH:

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

WHEREAS, 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, over 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

Resolution No. R-31-06

hereof as Exhibit A (the "Service Area") have detectable levels of Vinyl Chloride, a 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, pursuant to Resolution PW-0008-06, the County of DuPage (the "County") officially found and determined that the well water supply in the Service Area is tainted or contaminated for purposes of Section 0.01 of the Water Commission Act of 1985, 70 ILCS 3720/0.01; and

WHEREAS, pursuant to Resolution No. R-12-06, the Commission officially found and determined, in accordance with Section 0.01 of the Water Commission Act of 1985, 70 ILCS 3720/0.01, that the Charter Customer is the municipality most appropriate for supplying water to the Service Area; 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, 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 (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 water mains and appurtenances to provide water to the residents of Judith Lane and Riviera Court.

B. Design of the Improvements. The County 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 County shall keep the Charter Customer advised as to the progress of the design work. The County and the Charter Customer shall confer upon issues regarding the details of such design work. The final design of the Improvements shall be subject to the review of both the County and the Charter Customer and subject to the approval of the Charter Customer.

C. Construction and Acceptance of the Improvements. The County shall solicit bids for the construction of the Improvements. The County's standard form of bidding and construction contract documents shall be used. The County shall solicit, award, and administer all contracts for the project in the best interest of both the County and the Charter Customer and shall consult with, and keep advised, Charter Customer officials regarding the progress of the work and any problems encountered or changes recommended. The County, after receiving the written consent of the Charter Customer to do so, once the winning contractor and the construction cost have been determined, 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 County and 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. When the Improvements have been completed, the County shall transfer title to them by bill of sale, without charge, and the Improvements shall become part of the Charter Customer Water System. The County shall also transfer to the Charter Customer by warranty deed all easements associated with the location of the Improvements and required for their use. The Charter Customer shall have no obligation without such transfers except making all payments under this Agreement.

D. Cost of Design and Construction. The Commission shall loan the Charter Customer funds needed for the design and construction of the Improvements in accordance with Section 3 of this Agreement and the Charter Customer shall then reimburse the County for its costs up to the amount of the Commission Loan, but not in an amount in excess of the amounts which will be produced by a maximum authorized levy under the Special Service Area put in place by the County. The obligation of the Charter Customer to reimburse the County shall be solely from the Loan.

E. Extension of Service. The County shall attempt to cause the complete construction of the Improvements within a reasonable time. Thereafter, within thirty (30) days after each Customer (as defined in the Enabling Agreement) has entered into the necessary agreement providing for water service by the Charter Customer within the

Service Area, the Charter Customer shall extend and offer service to the Customers' property line (B-boxes). It shall be the obligation of the Customer to construct a line to the Charter Customer's system.

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 \$764,000.00, which Service Costs are detailed in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof, and generally include the cost of constructing the Improvements, all associated costs relating to that construction, including, but not limited to necessary easements and Recapture, Connection, and Customer Costs (all as defined in the Enabling Agreement). The number of Potential Customers (as defined in the Enabling Agreement) in the Service Area is hereby established at 36.

B. Loan. The Commission shall, after the execution and delivery of this Agreement, loan to the Charter Customer an amount not to exceed \$764,000.00 (the "Commitment") in the form of a revolving line of credit in order to provide funds to finance 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 2013 on the 15th 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 2025 Annual Payment Date, with the final payment of any principal, if not sooner paid, on the 2026 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 2007 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 the principal of 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 15th 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. It is anticipated that only a single borrowing shall be requested. 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. 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 grant or settlement funds from any source, including but not limited to payments from the County, to the extent such funds are attributable to the Service Costs identified in Exhibit B 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 B 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 B 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 B 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 the 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 no event shall the period be extended by more than ninety (90) days. 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 the 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 no event shall the period be extended by more than ninety (90) days. 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. 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 Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188
Attention: Village Manager

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 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 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 CAROL STREAM

By: _____

By: _____

Its: _____

Its: _____

Resolution No. R-31-06

EXHIBIT A

Map of the Service Area

[TO BE SUPPLIED BY CAROL STREAM]

EXHIBIT B

Service Costs

Riviera Court

<u>Project Component</u>	<u>Updated Costs (6/27/06)</u>
Construction	\$ 209,226
Engineering	\$ 23,429
Contingency	\$ 2,085
Recapture Agreement	\$ 40,000
Legal & Administration	\$ 4,260
Easement Costs	\$ -
<u>Connection Fee (\$1,500 each)</u>	<u>\$ 27,000</u>
TOTAL PROJECT COST	\$ 306,000

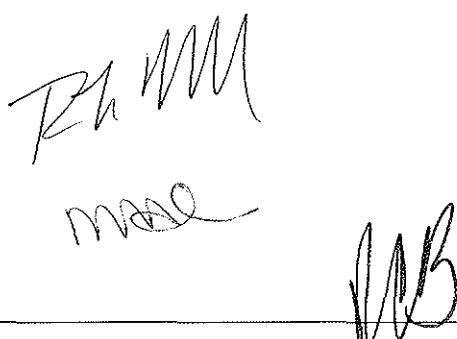
Judith Court

<u>Project Component</u>	<u>Updated Costs (6/27/06)</u>
Construction	\$ 282,879
Engineering	\$ 31,571
Contingency	\$ 2,810
Recapture Agreement	\$ -
Legal & Administration	\$ 5,740
Easement Costs	\$ -
<u>Connection Fee (\$1,500 each)</u>	<u>\$ 27,000</u>
TOTAL PROJECT COST	\$ 350,000

Private Connection Cost \$3,000 per home 36 = \$108,000

DATE: September 6, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Operations and Facilities Construction
ITEM	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the September 14, 2006, DuPage Water Commission Meeting Resolution No. R-30-06	APPROVAL	
Account Nos.: 01-60-6612.02 (Task Order No. 12) 01-60-7110 (Task Order No. 13)			
<p>The Commission entered into a master contract with Consoer Townsend Envirodyne Engineers, Inc. dated May 14, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-30-06 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 12: At a cost not-to-exceed \$7,590.00, CTE will perform Hydraulic Analysis for a Future DuPage County Service Area. CTE will utilize the calibrated computerized hydraulic model of the DuPage Water Commission water transmission system to analyze the transmission system model for additional demand from the Southeast Regional Water Facility (SERWF) Service Area. Task Order No. 12 will not be signed on behalf of the Commission, and no work will be commenced under Task Order No. 12, until the County of DuPage has deposited with the Commission the sum of \$10,000 to cover the cost of Task Order No. 12.</p> <p>Task Order No. 13: At a cost not-to-exceed \$8,740.00, CTE will work with Commission and Bensenville Park District staff to provide preliminary cost estimates for four possible scenarios to deliver an average daily flow of 6,000 gallons per day and analyze the transmission system model for each connection point to provide a minimum flow of 1,500 gpm. Task Order No. 13 will not be signed on behalf of the Commission, and no work will be commenced under Task Order No. 13, until the Bensenville Park District has deposited with the Commission the sum of \$15,000 to cover the cost of Task Order No. 13 and other costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District.</p>			
MOTION: To approve Resolution No. R-30-06.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-30-06

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
AT THE SEPTEMBER 14, 2006, DUPAGE WATER COMMISSION MEETING

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

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to

necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law; provided, however, that (i) Task Order No. 12 attached hereto shall not be executed on behalf of the Commission unless and until the County of DuPage shall have deposited the sum of \$10,000.00 to cover the cost of Task Order No. 12 and (ii) Task Order No. 13 attached hereto shall not be executed on behalf of the Commission unless and until the Bensenville Park District shall have deposited the sum of \$15,000.00 to cover the cost of Task Order No. 13 and other costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District.

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 _____, 2006.

Chairman

ATTEST:

Clerk

EXHIBIT 1

TASK ORDER NO. 12

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Consoer Townsend Envirodyne Engineers, Inc. ("Consultant"), for Professional Engineering Services dated May 14, 2004 (the "Contract"), Owner and Consultant agree as follows:

1. **Project Title:**

Hydraulic Analysis for a Future DuPage County Service Area

2. **Description and Scope of the Project:**

Utilize the calibrated computerized hydraulic model of the DuPage Water Commission water transmission system to analyze the transmission system model for additional demand from the Southeast Regional Water Facility (SERWF) Service Area. Evaluate two possible existing connection points, that currently serve the City of Darien (7A & 7B), where this Service Area can be supplied. Scenarios should be modeled for the average and maximum days in 2006, 2010, and 2020, as well as the 2020 peak hour. It is estimated, based on a previous Task Order, that the average day demand from the SERWF Service Area will be approximately 1.34 mgd for the year 2006, 1.51 mgd for the year 2010, and 2.02 mgd for the year 2020. The maximum day demand from the SERWF Service Area will be estimated at 1.7 times the average day demand or 2.27 mgd for the year 2006, 2.57 mgd for the year 2010, and 3.43 mgd for the year 2020. The peak hour demand will be taken as 3 times the average day demand or 6.06 mgd for the year 2020.

3. **Services of Consultant:**

A. Basic Services: Consultant will impose the estimated demands in the hydraulic model and evaluate the following connection point alternatives:

1. Alternative 1 – meet SERWF maximum day demand from Meter Station 7A.
2. Alternative 2 – meet SERWF maximum day demand from Meter Station 7B.
3. Alternative 3 – meet SERWF maximum day demand from both Meter Stations 7A & 7B.
4. Identify the potential impacts of this additional demand on the distribution system.
5. Based on the results, determine the best alternative to serve the SERWF Service Area.

6. If an alternative is not feasible for a specific maximum day demand (i.e. 2006, 2010, or 2020) or for the 2020 peak hour demand, this alternative will be eliminated from the analysis. A summary of findings will be presented in a written letter report.

B. Additional Services:

None

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

None

4. **Commencement Date:**

September 15, 2006

5. **Completion Date:**

45 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

None

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 1.93 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$7,590 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

Direct Labor Costs shall mean actual wages paid to those members of staff who are classified as officers, engineers, technicians, draftsmen, and field party personnel engaged directly on the Project plus state and federal taxes, social security, employment and retirement benefits as defined in the American Society of Civil Engineers (ASCE) Manual No. 45.

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

10. **Modifications to Contract:**

None

11. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract. The Effective Date of this Task Order is September 15, 2006.

DUPAGE WATER COMMISSION

By: _____

Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Terry McGhee

Title: Operations Supervisor

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

E-mail Address: McGhee@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

CONSOER TOWNSEND ENVIRODYNE
ENGINEERS, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard

Title: Vice President

Address: 303 East Wacker Drive, Suite 600, Chicago, Illinois 60601

E-mail Address: mike.winegard@cte.aecom.com

Phone: (312) 373-6631

Fax: (312) 373-6868

TASK ORDER NO. 13

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Consoer Townsend Envirodyne Engineers, Inc. ("Consultant"), for Professional Engineering Services dated May 14, 2004 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Bensenville Park District Water Service – White Pines Golf Course

2. **Services of Consultant:**

A. Basic Services:

Work with Owner and Bensenville Park District to provide preliminary cost estimates for four possible scenarios to deliver an average daily flow of 6,000 gallons per day:

- A typical DuPage Water Commission underground metering station with controls utilizing an existing 8" blow-off valve on Church Road (TN-1 Sta. 425+60) with approximately 50 lineal feet of 8-inch diameter feeder main;
- A typical DuPage Water Commission underground metering station with controls, installing a 12" tee and a 36" butterfly valve on a 36" pre-stressed concrete cylinder pipe at the general vicinity of Church Road and Third Avenue (TN-1 Sta. 421+50) and approximately 1,750 lineal feet of 12-inch diameter feeder main;
- A joint metering/pressure adjusting station with controls in the metering station utilizing an existing 8" blow-off valve on Church Road (TN-1 Sta. 425+60) with approximately 50 lineal feet of 8-inch diameter feeder main;
- A joint metering/pressure adjusting station with controls in the metering station, installing a 12" tee and a 36" butterfly valve on a 36" pre-stressed concrete cylinder pipe at the general vicinity of Church Road and Third Avenue (TN-1 Sta. 421+50) and approximately 1,750 lineal feet of 12-inch diameter feeder main.

B. Additional Services:

Utilizing the calibrated computerized hydraulic model of Owner's water transmission system, which will have been converted to the Haestad Methods WaterCAD, version 7.0 format under Task Order No. 8 to the Contract, analyze the transmission system model in order to evaluate both connection points (TN-1 Sta. 425+60 and TN-1 Sta. 421+50) to provide a

minimum flow of 1,500 gpm with a minimum pressure at a point 10 feet downstream of Owner's proposed metering station.

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

None

4. **Commencement Date:**

September 15, 2006

5. **Completion Date:**

30 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

None

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 1.93 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$8,740.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

Direct Labor Costs shall mean actual wages paid to those members of staff who are classified as officers, engineers, technicians, draftsmen, and field party personnel engaged directly on the Project plus state and federal taxes, social security, employment and retirement benefits as defined in the American Society of Civil Engineers (ASCE) Manual No. 45.

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

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Task Order is September 15, 2006.

DUPAGE WATER COMMISSION

By: _____

Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick

Title: Facilities Construction Supervisor

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

E-mail Address: bostick@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

CONSOER TOWNSEND ENVIRODYNE
ENGINEERS, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard

Title: Vice President

Address: 303 East Wacker Drive, Suite 600, Chicago, Illinois 60601

E-mail Address: mike.winegard@cte.aecom.com

Phone: (312) 373-6631


Fax: (312) 373-6868



DuPage Water Commission

MEMORANDUM

TO: Chairman and Commissioners

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


DATE: September 7, 2006

SUBJECT: Summary of Action Since Previous Meeting

1. Authorization was given to Peters & Associates for develop a Disaster Recovery Plan. The Auditor General in the Report of Immaterial Findings for the 2005-2006 Audit identified the need to improve the Commission's Disaster Recovery Plan. The cost for this project is \$12,000.
2. The Commission, the Chicago Department of Water Management along with the engineers for the backup electrical systems for the DuPage and Lexington Pumping Stations took part in a Value Engineering exercise from August 13th to August 19th.

DATE: September 6, 2006

REQUEST FOR BOARD ACTION


AGENDA SECTION	New Business	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	Authorize Virchow Krause & Company, LLP to Estimate the Capital Cost Recovery Charge for Bensenville Park District	APPROVAL	
Account Number: 01-60-7110			
<p>The Bensenville Park District requested to join the Commission as a subsequent customer. To prepare the Water Purchase and Sale Contract, it is necessary to estimate the Capital Cost Recovery Charge. Virchow Krause & Company, LLP assisted the Commission in the development of the subsequent customer rate methodology. Virchow Krause & Company will not be engaged until the Bensenville Park District has deposited with the Commission the sum of \$15,000 to cover the costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District.</p>			
<p>MOTION: To authorize Virchow Krause & Company, LLP to estimate the Capital Cost Recovery Charge per the methodology approved in Resolution No. R-79-04, upon receipt of the sum of \$15,000 to cover the costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District.</p>			



DuPage Water Commission

MEMORANDUM

TO: Chairman Rathje and Commissioners

FROM: Robert L. Martin 
General Manager

DATE: September 7, 2006

SUBJECT: Possible Subsequent Customer
Bensenville Park District

Commission staff met with the Bensenville Park District on August 29, 2006 to discuss their desire to become a member of the DuPage Water Commission as a Subsequent Customer. The Park District has obtained the requisite IDNR Lake Michigan allocation. Their demand would be approximately 6,000 gallons per day. To expedite consideration of their request, the Park District staff did not feel there would be a problem depositing \$15,000 with the Commission to cover the cost of engineering, accounting, outside legal services, and other costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract.

Approval of Resolution R-30-06 would authorize, upon receipt of the cash deposit, a Work Task Order No. 13 for Consoer Townsend Envirodyne to provide preliminary cost estimates under four possible scenarios to deliver water. In addition, under New Business, there is an agenda item to authorize Virchow Krause Company, LLP to estimate the Capital Cost Recovery Charge per the methodology approved in Resolution No. R-79-04. But, again, such authorization would be conditioned upon receipt of the cash deposit.

You should also be aware that several Charter Customers have questioned whether the Section 12(c) provisions of the Charter Customer Contract would apply to a Subsequent Customer Contract with the Park District. As both the Staff Attorney and outside legal counsel have previously opined (see attached correspondence), Section 12(c) of the Charter Customer Contract only applies to Subsequent Customer Contracts with the units of local government eligible to become Charter Customers of the Commission but which did not do so (i.e. Oakbrook Terrace,* Winfield,* West Chicago, and DuPage County*). Thus, it would not apply to a Subsequent Customer Contract with the Park District.

H:\Administration\Subsequent Customer Information\Bensenville Park District\Memorandum to Board Rm060907.doc

* The Section 12(c) provisions were waived by the Charter Customers in connection with these Subsequent Customer Contracts.



DuPage Water Commission

MEMORANDUM

TO: Robert L. Martin
General Manager

FROM: Maureen A. Crowley *MAC*
Staff Attorney

DATE: June 9, 2004

SUBJECT: Repeal of Section 12(c) Waiver

In 1993, the Commission obtained a waiver of the procedures set forth in Section 12(c) of the Charter Customer Contract. As you know, several Charter Customers have recently repealed or withdrawn approval of their waiver. In response to inquiries received from several Commissioners, you asked me to provide historical background on the origin of the Section 12(c) waiver and comment on whether the recent amendments to the Water Commission Act of 1985 have obviated the need to comply with the requirements of Section 12(c) of the Charter Customer Contract.

As noted in your memorandum to the Chairman and Commissioners dated April 26, 2004, the net effect of the repeals is that the procedures of Section 12(c) of the Charter Customer Contract will now have to be followed before any Subsequent Customer Contract with the City of West Chicago or the County of DuPage is approved. Further, the amendments made by PA93-0226 do not invalidate the procedural requirements of Section 12(c) of the Charter Customer Contract.

BACKGROUND

Section 12(c) Special Requirements

Section 12(c) of the Charter Customer Contract provides that Subsequent Customer Contracts with any of the units of local government eligible to become Charter Customers of the Commission but which did not do so (i.e. Winfield, West Chicago, and DuPage County) must contain an equitable and lawful differential rate or charge, subject at all times to the Commission's legal duty to serve within its territorial limits and to charge for such service fair and equitable rates which are not prohibitive. Guidelines for the factors to be considered in establishing the differential to be assessed are set forth in Section 12(c), and the assessed differential inures to the benefit of the then existing Contract Customers (i.e. Charter and Subsequent Customers) proportionally, in such reasonable manner as the Commission may determine.

The differential to be assessed, and the allocation of the benefit to be derived among the then existing Contract Customers, is made by the Commission after it has received and reviewed the recommendations of an independent consulting engineer, independent financial consultant, and competent attorney, working together. The independent consulting engineer, independent financial consultant, and competent attorney are selected by the Commission from a list of three individuals or firms for each position compiled by the Charter Customers. The list is compiled after a majority of the Charter Customers present at a joint meeting convened for such purposes have agreed upon the individuals or firms to be listed.

The Commission is not required to follow the recommendations made by such individuals or firms. If the Commission does impose the recommended differential, however, then the differential as imposed shall not be subject to any dispute or claim by the Contract Customers.

The Citizens Utilities Subsequent Customer Contracts

In 1992, and after protracted studies and negotiations, the Commission entered into Subsequent Customer Contracts with Citizens Utilities Company of Illinois. Because Citizens was not one of the units of local government eligible to become a Charter Customer of the Commission, the Commission was not required to assess Citizens a differential rate or charge. Nevertheless, as matter of policy, the Commission did assess Citizens a differential rate, following the guidelines established in Section 12(c) of the Charter Customer Contract.

In establishing the Citizens Subsequent Customer Contract differential, the Commission relied upon its administrative staff and its existing engineering, financial, and legal consultants, rather than the more cumbersome, time-consuming, and expensive process of convening a joint meeting of the Charter Customers and then seeking recommendations from "independent experts" that have no familiarity with the Commission.

The Section 12(c) Waiver

In 1993, the Commission requested the Charter Customers waive the procedures set forth in Section 12(c) for determining the differential to be charged to the units of local government eligible to become Charter Customers of the Commission but which did not do so and the allocation of the benefit thereof. In requesting the waiver, the Commission cited the following benefits:

- The elimination of the expense and delay associated with convening a joint meeting of the Charter Customers and hiring and educating additional engineering, financial, and legal consultants.

- The minimal pricing differences between the rate determined by the Citizens Subsequent Customer Contract pricing methodology and a utility rate analysis.
- The administrative ease associated with the establishment of a uniform pricing methodology for all Subsequent Customers that is easier to understand and administer than a utility-based rate.

A waiver of the procedures set forth in Section 12(c) was requested instead of a contract amendment because the Commission wanted to avoid the expense and delay associated with following the amendment procedures of Section 16 of the Charter Customer Contract. But a waiver, on the other hand, cannot be legally effective unless all of the Charter Customers agreed to it. And because the amendment procedures of Section 16 of the Charter Customer Contract were not followed in obtaining the Section 12(c) waiver, each Charter Customer reserved the right to repeal or withdraw their approval of the waiver at any time.

The Repeal of the Section 12(c) Waiver

Because the amendment procedures of Section 16 of the Charter Customer Contract had not been followed in obtaining the Section 12(c) waiver, once any one of the Charter Customers repeals or withdraws its approval of the waiver, the waiver is null and void with respect to those units of local government eligible to become Charter Customers of the Commission but which did not do so and which had not executed a Subsequent Customer Contract with the Commission as of the date the first Charter Customer's approval is repealed or withdrawn (i.e. West Chicago and DuPage County). To date, notice of repeal or withdrawal of the approval of the Section 12(c) waiver has been received from seven Charter Customers (*See attached chart*).

As a result, the procedural requirements of Section 12(c) of the Charter Customer Contract will now have to be followed before any Subsequent Customer Contract with the City of West Chicago or the County of DuPage is approved.

EFFECT OF PA93-0226

The recent amendments to the Water Commission Act of 1985 made by PA93-0226 do not invalidate or preclude compliance with the procedural requirements of Section 12(c) of the Charter Customer Contract. If and when the City of West Chicago or the County of DuPage request to become a Subsequent Customer of the Commission, there will still be a differential rate or charge to be assessed against West Chicago or DuPage County. And the benefit to be derived from that differential rate or charge will still need to be allocated among then existing Contract Customers. The only difference is in the factors to be considered in determining the differential to be assessed.

Before enactment of PA93-0226, the factors to be considered in determining the differential to be assessed included (i) the utility rate that would be chargeable by a regulated utility for the proposed service, (ii) the replacement cost of the Waterworks System less depreciation and net outstanding Revenue Bonds, and (iii) the amount and time of payment of Fixed Costs that would have been paid by the proposed Customer had such Customer become a Charter Customer, plus interest on such costs from the time when they would have been paid, compounded semiannually, at not less than 10% per annum. After the enactment of PA93-0226, the factors to be considered are limited to original capital costs, rebates, proportionate shares thereof, and actual costs of connection.

Of course, the recommendations made by the panel of "independent experts" as to the differential to be assessed and the allocation of the benefit thereof as required by Section 12(c) of the Charter Customer Contract will not be binding upon the Commission. But if the Commission does impose the recommended differential, then the differential as imposed cannot be objected to by the Contract Customers.

Charter Customer	Waiver Approval		Approval Withdrawn	
	Resolution No.	Date Approved	Resolution No.	Date Approved
Addison	R-93-58	November 1, 1993	R-04-23	April 19, 2004
Bensenville	R-143-93	November 2, 1993		
Bloomington	93-R-21	November 22, 1993	2004-R-04	May 24, 2004
Carol Stream	R1495	November 23, 1993	R2060	May 17, 2004
Clarendon Hills	R-11-93	October 18, 1993		
Darien	R-35-93	December 6, 1993		
Downers Grove	Resolution 93-44	November 8, 1993	Resolution 2004-32	June 1, 2004
Elmhurst	R-31-93	November 1, 1993		
Glen Ellyn	R-93-26	November 8, 1993		
Glendale Heights	93-R-41	November 4, 1993		
Hinsdale	R-93-24	November 2, 1993		
Itasca	R-183-93	November 2, 1993		
Lisle	R-93-1229	November 15, 1993		
Lombard	R-49-94	November 4, 1993	R-131-04	May 20, 2004
Naperville	R-93-22	November 16, 1993		
Oak Brook	R-93-DWC-R-601	October 26, 1993		
Roselle	R-93-814	October 25, 1993		
Villa Park	R-93-61	October 25, 1993		
Westmont	Resolution	November 1, 1993		
Wheaton	R-65-93	October 18, 1993		
Willowbrook	93-R-56	November 8, 1993	04-R-28	May 24, 2004
Wood Dale	R-93-48	October 21, 1993		
Woodridge	R-82-93	November 18, 1993	R24-2004	April 1, 2004



DuPage Water Commission

MEMORANDUM

TO: Commissioners

FROM: Michael P. Vondra, Chairman

DATE: December 5, 2003

SUBJECT: November 5, 2003 Correspondence

Please find enclosed a draft response to the letter of November 5, 2003 signed by Mayors Mueller, Murphy and Marcucci for your review. This letter has been drafted per your direction by Lew Greenbaum of Katten Muchin Zavis Rosenman. This item appears on the regular agenda under OLD BUSINESS, but should first be discussed in executive session in the event there are any questions about its suitability or substance.

Enc.

OLD BUSINESS

Commissioner Thorn moved to exercise the Commission's option with Ambac Assurance Corporation to replace cash in the Debt Service Reserve for the Series 2003 Revenue Refunding Bonds with a surety bond (in lieu of the financial guaranty insurance policy previously authorized), for a premium of 1.6% of the surety amount, and to authorize the Chairman or the General Manager to execute a Guaranty Agreement with Ambac Assurance Corporation in such form as may be required to obtain the Debt Service Reserve surety bond. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote.

Ayes: E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, R. Thorn, R. Tolentino, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

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

Ayes: E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, R. Thorn, R. Tolentino, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

The Commission went into Executive Session at 1:02 P.M.

Commissioner Krajewski moved to come out of Executive Session at 1:19 P.M. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

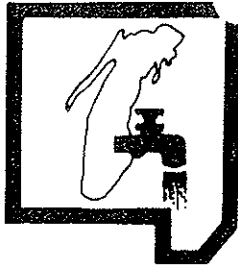
Commissioner Thorn moved to approve the draft response to the letter dated November 5, 2003, concerning Subsequent Customer Contracts with the concluding paragraph modified as suggested by Chairman Vondra. Seconded by Commissioner Chaplin and approved by a Voice Vote.

Majority voted aye with Commissioner Mueller abstaining. Motion carried.

ACCOUNTS PAYABLE

Commissioner Janicik moved to approve the Accounts Payable in the revised amount of \$3,345,262.44 subject to submission of all contractually required documentation. Seconded by Commissioner Wilcox and approved by a Roll Call Vote:

Ayes: E. Chaplin, L. Hartwig, J. Janicik, W. Mueller, R. Thorn, R. Tolentino, G. Wilcox, D. Zeilenga and M. Vondra



DU PAGE WATER COMMISSION

600 E. BUTTERFIELD ROAD • ELMHURST, IL • 60126-4642
(630) 834-0100 • FAX: (630) 834-0120

December 11, 2003

Mr. William J. Mueller
President
Village of Lombard
255 E. Wilson Ave.
Lombard, IL 60148

Mayor William F. Murphy
Village of Woodridge
Five Plaza Drive
Woodridge, IL 60517-5014

Mayor Thomas D. Marcucci
City of Elmhurst
209 N. York Street
Elmhurst, IL 60126

Re: DuPage Water Commission
Highland Hills Contract

Dear Sirs:

This is to acknowledge receipt of your letter of November 5, 2003 concerning the existing Water Purchase and Sale Contract between the DuPage Water Commission and its Charter Customers. To date, the Commission has taken no formal action to approve a water supply contract with the Highland Hills Sanitary District. Any such decision will be made by the Commission in accordance with the existing requirements of Illinois law.

You state in the opening paragraph of your letter that based upon current information available to each of you "there is a significant question as to whether the proposed Highland Hills formula to provide rates, charges and terms to Highland Hills is lower or more favorable than those provided by the Charter Customers, and the Subsequent Customers who have entered into contracts with the Commission..." This issue has yet to be decided by the Commission, but when we decide it we must act in accordance with the legislative mandate expressed in 70 ILCS 3720/0.02. That Section reads as follows:



DU PAGE WATER COMMISSION

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(630) 834-0100 • FAX: (630) 834-0120

December 11, 2003

Page 2

"Notwithstanding the terms of a water supply contract existing on the effective date [of Public Act 93-226], all parties to a water supply contract with a county water commission, irrespective of whether such party is a charter member or subsequent entrant, shall pay rates equal to the rates paid by other parties to such water supply contract and shall not pay any additional fees, costs, or differentials as a condition of becoming a party to such water supply contract. Subsequent entrants to a water supply contract shall pay their pro-rata portion of the original capital costs less any rebates and the actual costs of connection to the water commission system."

The Commission and its staff are going to comply with this section of the law. This is our obligation and I have every confidence that the Commission and its staff will develop a contract for Highland Hills and any other "subsequent entrant" that will satisfy the mandate of the 2003 statutory amendments.

At this point it is premature for any existing customer to "assert enforcement" of any provision of the Water Purchase and Sale Contract. This is particularly true with respect to Section 12(c) because Section 12(c) would not apply to a contract with the Highland Hills Sanitary District because the Sanitary District was never a "potential Charter Customer" named in Section 24 of the Water Purchase and Sale Contract.

I would urge each of you to join with the other members of the Commission to fully discuss and debate our mutual issues and to resolve all issues within the forum of the Commission. In hiring Virchow Krause, the Commission has taken the first step in developing equitable alternatives for future discussion. Any comments and suggestions that charter customer communities may have should be communicated directly to your representative on the Commission in order to assist with expediting the process and to insure all concerns are addressed.

Very truly yours,


Michael P. Vondra, Chairman
DuPage Water Commission


cc: Commissioners



DuPage Water Commission

MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: September 8, 2006

SUBJECT: Design/Build Method of Construction

At the August 10, 2006 Commission meeting, Commissioner Zeilenga asked if the Commission was able to build the backup generation facilities using the Design/Build method. Staff Attorney Maureen Crowley's legal opinion (see her memorandum dated September 7, 2006) has determined that the Commission can use the Design/Build construction method. Commissioner Zeilenga further inquired about staff's opinion of the Design/Build method to construct these facilities.

Background

As a matter of background it is necessary to understand the traditional Design/Bid/Build method of construction compared to Design/Bid. Both methods have been used in public works projects.

Design/Bid/Build Method

Under this traditional method, an engineering firm is selected and serves as the Commission's agent. The engineering firm prepares contract documents (design drawings and specifications) that completely reflect the Commission's detailed preferences. Once the construction documents are completely finished, the project is bid and subsequently awarded to the general contractor with the lowest responsible bid. The Design/Bid/Build method is how the Commission has constructed previous Commission projects.

Advantages of Design/Bid/Build Method

1. This method typically results in the lowest total cost for the project. It gives the best opportunity for knowing the total cost and hence controlling those costs while still meeting the Commission's preferences.

2. This method allows the Commission to retain review/approval authority throughout the project.
3. This method provides facilities with long-term performance. The design under this method tends to be more robust. Operating and maintenance costs aren't sacrificed for reduced capital costs.
4. This method allows the Commission's staff more involvement in the project resulting in a better understanding during the subsequent operation of the facilities.

Design/Bid Method

The Commission hires an engineering firm to create preliminary documents encompassing basic design needs. The Commission then enters into a contract with a single firm with design and construction capabilities or a construction entity that employs an engineering firm to complete the design and build the project. A guaranteed maximum price for the entire project is provided, construction tends to overlap design, and the overall project delivery is expedited.

Advantages of Design/Build Method

1. This method allows the project to be expedited. The contractor can begin construction prior to the completion of the design.
2. This method allows early input from the contractor for innovation, constructability, etc.
3. This method provides a "single-point" of responsibility for the entire project.

Both the Design/Bid/Build and the Design/Bid methods have their advantages and limitations. The Commission can use either method for the construction of the backup generation facilities. The method selected for the Lexington Pumping Station will depend on the Chicago Department of Water Management. Because of the long-term performance advantage and staff's familiarity, is recommended that the Design/Bid/Build method be used for the backup generation facilities construction projects.



DuPage Water Commission

MEMORANDUM

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

FROM: Maureen A. Crowley *MAC*
Staff Attorney

DATE: September 7, 2006

SUBJECT: Design-Build Procurement for LPS Generator Project

In response to Commissioner Zeilenga's inquiries at the August 10, 2006, Board meeting, you asked whether the Commission is authorized to use a design-build procurement for the Lexington Pumping Station generator project. In my opinion, it is possible for the Commission to legally structure a procurement process for the Lexington Pumping Station generator project under a design-build arrangement that would bring engineering and construction functions under a single contract.

The procurement process would need to be structured as a qualification-based selection process under the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.* (West 2004), and not as a competitive bidding arrangement under Section 11-135-5 of the Illinois Municipal Code, 65 ILCS 5/11-135-5 (West 2004). And, in an exercise of caution, the procurement procedures of the Commission's By-Laws would need to be waived by a two-thirds majority vote of the Commissioners present at the meeting at which the contract is awarded.

BACKGROUND

As noted in a recent Illinois Attorney General Opinion:

Illinois laws concerning the planning and construction of public works do not lend themselves readily to design/build projects. They are generally geared to a more traditional approach, contemplating a contractual design and planning phase followed by the award of a contract for construction.

2005 Ill. Atty. Gen. Op. 010, 18 (December 16, 2005).

The difficulty with employing a design-build procurement process in the public sector stems from a statutory scheme that requires units of local government to procure engineering services through a negotiated, qualification-based selection process while at the same time requiring a non-negotiated, price-driven, competitively bid selection process based upon a firm design for most public works construction projects. Again as

noted by the Illinois Attorney General, it is this "bifurcated procedure" which "simply does not accommodate the award of a design/build contract." 2005 Ill. Atty. Gen. Op. 010, 18 (December 16, 2005).

Local Government Professional Services Selection Act

The Local Government Professional Services Selection Act was designed to require units of local government to "negotiate and enter into contracts for architectural, engineering and land surveying services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable compensation." 50 ILCS 510/1 (West 2004).

Under the Local Government Professional Services Selection Act, a public body must generally advertise for proposals unless the public body has a satisfactory pre-existing relationship with an architect, engineer, or land surveyor (as the case may be). Once the public body has received proposals for the specific project, the public body may conduct discussions and hold public presentations with the proposers. Based upon the public body's evaluation of the proposals received and the discussions and public presentations, the public body then ranks the top three proposals. Thereafter, contract negotiations with the most favorably ranked proposer begin. If the public body cannot come to terms with the most favorably ranked proposer, it then negotiates with the next most favorably ranked proposer. If the public body cannot negotiate a contract with any of the three most favorably ranked proposers, the public body reevaluates the project and then creates a second list of three proposals with respect to which the public body will commence negotiations (in the same rank order as was the case with the first list).

In ranking the proposals received, the Local Government Professional Services Selection Act lists as one of the factors for consideration, "willingness to meet time and budget requirements." (Emphasis added.) 50 ILCS 510/5 (West 2004). Thus, fee information in initial requests for proposals may be solicited. *Board of Trustees of Community College Dist. No. 502, County of DuPage v. Department of Professional Regulation*, 363 Ill. App. 3d 190 (2nd Dist. 2006). The District 502 court did stress, however, that "the selection ultimately must be based on qualifications," commenting that District 502 "appropriately has refrained from formally injecting any elements of competitive bidding into the selection process." *Board of Trustees of Community College Dist. No. 502, County of DuPage v. Department of Professional Regulation*, 363 Ill. App. 3d 190, 205 (2nd Dist. 2006).

Competitive Bidding

Competitive bidding statutes are designed to provide a fair opportunity for free competition in the provision of goods and services to public bodies by the open solicitation of bids or proposals. Competitive bidding statutes are designed to further assure that the best price for the best quality of goods, services, and construction paid for by public funds is obtained.

In order to achieve the goals and objectives of competitive bidding statutes, the solicitation of contract procedure must be specific, binding, and prohibit post-bid or post-offer negotiations of material issues. The plans and specifications for the work must be sufficiently detailed so as to enable bidders to determine the true nature of the work to be performed, but not so specific as to preclude competitive bidding by limiting the number of potential bidders. *Smith v. Intergovernmental Solid Waste Disposal Association*, 239 Ill. App. 3d 123 (4th Dist. 1992).

Competitive bidding is *not required unless* required by statute or local regulation. *Smith v. Intergovernmental Solid Waste Disposal Association*, 239 Ill. App. 3d 123 (4th Dist. 1992); *Hassett Storage Warehouse, Inc. v. Board of Election Commissioners*, 69 Ill. App. 3d 972 (1st Dist. 1979); *People ex rel. Adamowski v. Daley*, 22 Ill. App. 2d 87 (1st Dist. 1959).

And, because statutes requiring competitive bidding restrict the powers of a public body, such statutes are *narrowly construed* and are not extended beyond the language used. *Shively v. Belleville Township H.S. Dist. No. 201*, 329 Ill. App. 3d 1156 (5th Dist. 2002) (contract for *advisory (not at risk)* construction manager that does not perform any of the trade contractors' work and does not furnish supplies or materials does fall within professional services exception to competitive bidding statute); *Western Lion, Ltd. v. Mattoon*, 123 Ill. App. 3d 381 (4th Dist. 1984) (garbage collection contract is not a contract pertaining to public improvement or maintenance of public property as would require competitive bidding); *Hassett Storage Warehouse, Inc. v. Board of Election Commissioners*, 69 Ill. App. 3d 972 (1st Dist. 1979) (competitive bidding not required in granting a contract for the storage and cartage of election equipment under professional services exception to competitive bidding statute).

COMMISSION PROCUREMENT REQUIREMENTS

As a unit of local government, the Commission is subject to the requirements of the Local Government Professional Services Selection Act and its qualification-based selection process (subject to certain exceptions not relevant for purposes of this discussion). As noted above, that Act applies whenever the Commission desires to procure architectural, engineering, or land surveying services.

The Commission is also subject to a statutory competitive bidding requirement but that requirement is only applicable to ". . . contracts for the construction of a waterworks system or of a common source of supply of water, or both. . . ." 65 ILCS 5/11-135-5 (West 2004). Because competitive bidding statutes are narrowly construed, the construction of a facility to generate back-up power in case of emergencies should not fall within the purview of this statutory competitive bidding provision. The proposed back-up electrical generation facility for the Lexington Pumping Station (and for the DuPage Pumping Station, for that matter) is neither a functional or essential component of the Commission's waterworks system. The absence of such a facility does not affect the integrity of the waterworks system. Thus, the facility should more appropriately be

characterized as subordinate or ancillary, rather than integral or essential, to the waterworks system.

Finally, the procurement procedures contained in Article VIII of the Commission's By-Laws require all contracts for supplies, material, or work in excess of \$20,000.00 (except contracts for personal services or services rendered in a professional capacity such as accounting, engineering or legal services and contracts for the construction of the Commission's water supply system) to be made only after the solicitation of at least two sealed quotations. However, pursuant to Article XII, Section 3, of the Commission's By-Laws, the procurement procedures of the Commission's By-Laws (among other things) may be waived by a two-thirds majority vote of the Commissioners present at the meeting at which a non-conforming contract is awarded.

Though a design-build procurement process structured to comply with the Local Government Professional Services Selection Act could involve the solicitation of sealed quotations as required by the By-Laws, the procurement procedures of the Commission's By-Laws should, in an exercise of caution, be waived to avoid "injecting any elements of competitive bidding into the selection process" as cautioned by the District 502 court.



DuPage Water Commission

MEMORANDUM

TO: Robert Martin, General Manager

FROM: R. Max Richter, Financial Administrator

DATE: September 7, 2006

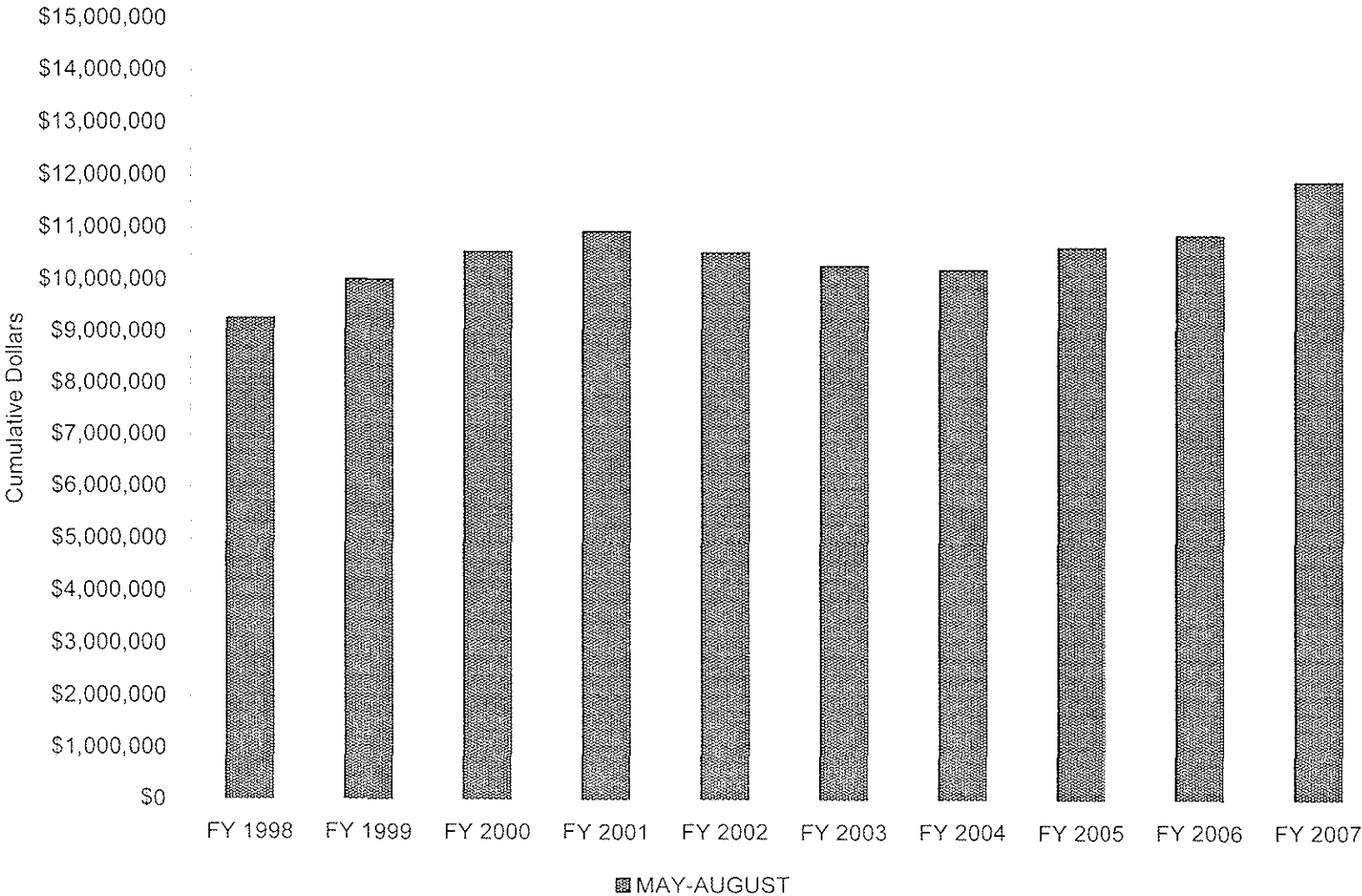
SUBJECT: Financial Report – August

- Water sales for the fiscal year are under budget by \$3,140,679 (17.7%) and water purchases from Chicago are under budget by \$2,773,809 (14.4%).
- August sales tax collections (May sales) were \$506,998 (18.4%) more than the same period last fiscal year.
- The over budget condition in investment income is due to higher than budgeted investment yields.
- Commission's investment portfolio had a market value of \$133.4 million on August 31, 2006. The original purchase price of the portfolio was \$133.4 million. The portfolio was earning approximately 5.129% based on market yield and 4.60% based on original purchase price.

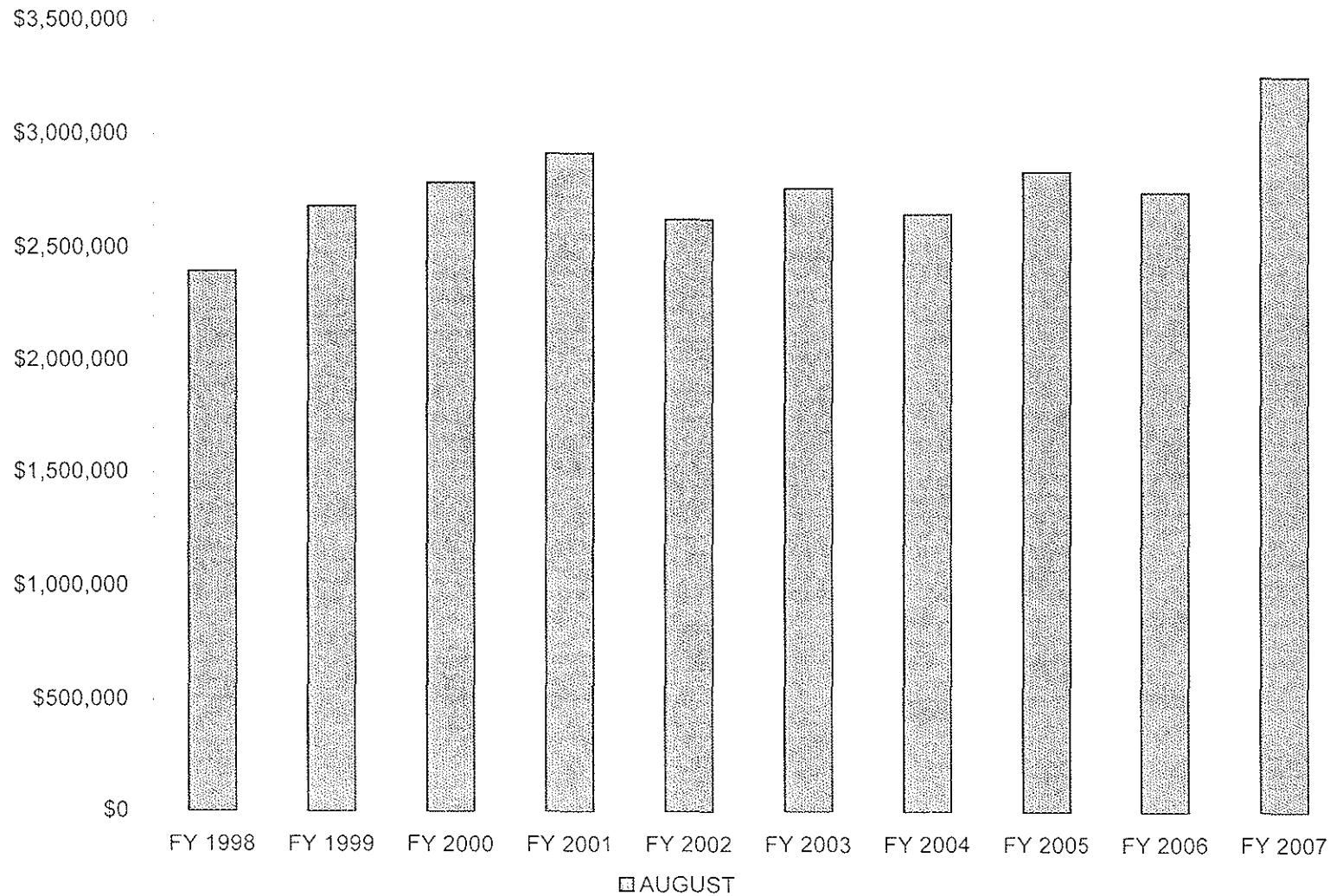
cc: Chairman and Commissioners

Financial Report – 2006.08

DuPage Water Commission
Sales Tax Collections - Year to Date



DuPage Water Commission
Sales Tax Collected - Current Month



	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
WATER SERVICE	49,400,736.00	4,600,408.70	0.00	17,568,649.67	0.00	31,832,086.33	35.56
TAXES	35,677,396.00	3,262,512.02	0.00	11,935,134.65	0.00	23,742,261.35	33.45
OTHER INCOME	4,540,280.00	629,893.53	0.00	2,429,683.38	0.00	2,110,596.62	53.51
TOTAL REVENUES	89,618,412.00	8,492,814.25	0.00	31,933,467.70	0.00	57,684,944.30	35.63
<u>EXPENDITURE SUMMARY</u>							
<u>ADMINISTRATION</u>							
PERSONNEL SERVICES	5,125,378.00	1,853,064.50	0.00	2,682,282.71	0.00	2,443,095.29	52.33
CONTRACT SERVICES	641,181.00	80,783.91	0.00	167,512.52	0.00	473,668.48	26.13
INSURANCE	864,484.00	65,895.65	0.00	261,678.59	0.00	602,805.41	30.27
OPERATIONAL SUPPORT SRVS	815,193.00	35,801.58	0.00	156,180.21	0.00	659,012.79	19.16
WATER OPERATION	54,910,943.00	5,107,250.52	0.00	19,442,161.66	0.00	35,468,781.34	35.41
BOND INTEREST	8,208,650.00	690,826.60	0.00	2,759,824.87	0.00	5,448,825.13	33.62
CAPITAL	6,839,725.00	557,315.70	0.00	2,246,942.90	0.00	4,592,782.10	32.85
WORK IN PROGRESS	0.00	1,408.88	0.00	1,807,683.29	0.00	(1,807,683.29)	0.00
TOTAL ADMINISTRATION	77,405,554.00	8,392,347.34	0.00	29,524,266.75	0.00	47,881,287.25	38.14
TOTAL EXPENDITURES	77,405,554.00	8,392,347.34	0.00	29,524,266.75	0.00	47,881,287.25	38.14
REVENUE OVER/ (UNDER) EXPENDITURES	12,212,858.00	100,466.91	0.00	2,409,200.95	0.00	9,803,657.05	19.73

BALANCE SHEET

AS OF: AUGUST 31ST, 2006

01 -WATER FUND

ACCOUNT #	ACCOUNT NAME	2005-2006 BALANCE	2006-2007 BALANCE
<u>ASSETS</u>			
<u>CURRENT</u>			
CASH		43,185.90	76,272.05
INVESTMENTS		146,714,839.13	133,421,388.30
ACCOUNTS RECEIVABLE			
WATER SALES		7,452,891.87	6,756,558.52
INTEREST RECEIVABLE		891,447.19	930,545.12
OTHER		8,336,724.62	8,750,810.87
INVENTORY & PREPAIDS		193,755.44	367,275.48
TOTAL CURRENT ASSETS		163,632,844.15	150,302,850.34
<u>NONCURRENT ASSETS</u>			
FIXED ASSETS		447,353,376.32	447,639,178.71
LESS: ACCUMULATED DEPRECIATION	(81,420,356.56)		(88,125,317.01)
CONSTRUCTION WORK IN PROGRESS		15,820,455.76	21,414,776.08
LONG TERM RECEIVABLES		5,172,291.00	4,999,623.00
DEFERRED WATER SUPPLY CONTRACTS		868,166.47	0.00
TOTAL NONCURRENT ASSETS		387,793,932.99	385,928,260.78
TOTAL ASSETS		551,426,777.14	536,231,111.12
<u>LIABILITIES</u>			
<u>CURRENT LIABILITIES</u>			
ACCOUNTS PAYABLE		7,240,152.82	5,765,978.11
BONDS PAYABLE		18,000,000.00	18,895,000.00
DUE TO THE COUNTY		0.00	15,000,000.00
ACCRUED INTEREST		3,704,220.83	3,323,179.17
CONTRACT RETENTION		879,827.59	289,261.52
DEFERRED REVENUE		2,807,743.41	2,667,136.37
TOTAL CURRENT LIABILITIES		32,631,944.65	45,940,555.17
<u>NONCURRENT LIABILITIES</u>			
REVENUE BONDS		105,684,003.07	96,868,748.45
GENERAL OBLIGATION BONDS		57,169,759.05	46,626,395.22
DUE TO THE COUNTY		30,000,000.00	0.00
TOTAL NONCURRENT LIABILITIES		192,853,762.12	143,495,143.67
TOTAL LIABILITIES		225,485,706.77	189,435,698.84
BEGINNING EQUITY/RESERVES		326,064,667.84	344,386,211.33
TOTAL REVENUE		32,404,621.01	31,933,467.70
TOTAL EXPENSES		32,528,218.48	29,524,266.75
TOTAL EQUITY/RESERVES	(123,597.47)		2,409,200.95
NET ASSETS		551,426,777.14	536,231,111.12

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
August 31, 2006

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	PURCHASED TO YIELD	MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 08/31/06	BID PRICE 08/31/06
Water Fund Depreciation Account (01-1216)											
Illinois Funds-Money Market	5.148%	08/31/06	09/01/06	5.148%	5.148%	\$ 2,277,397.84	\$ 2,277,397.84	\$ -	\$ 2,277,397.84	\$ -	100.000
Illinois Funds-Prime Fund	5.202%	08/31/06	09/01/06	5.202%	5.202%	3,530,821.32	3,530,821.32	-	3,530,821.32	-	100.000
				5.181%	5.181%	\$ 5,808,219.16	\$ 5,808,219.16	\$ -	\$ 5,808,219.16	\$ -	
Water Fund General Account (01-1217)											
Illinois Funds-Money Market	5.148%	08/31/06	09/01/06	5.148%	5.148%	\$ 3,659,966.50	\$ 3,659,966.50	\$ -	\$ 3,659,966.50	\$ -	100.000
Illinois Funds-Prime Fund	5.202%	08/31/06	09/01/06	5.202%	5.202%	1,537,306.00	1,537,306.00	-	1,537,306.00	-	100.000
F.H.L.M.C. (RBC D. Rauscher)	3.125%	10/07/04	09/22/06	3.034%	5.203%	10,000,000.00	9,987,500.00	(29,500.00)	10,017,000.00	137,152.78	99.875
F.H.L.B. (JP Morgan)	3.100%	11/09/04	11/08/06	3.205%	5.337%	5,000,000.00	4,979,000.00	(10,900.00)	4,989,900.00	48,222.22	99.580
F.H.L.B. STEP-UP (JP Morgan)	4.500%	11/16/04	02/16/07	3.750%	5.487%	10,000,000.00	9,990,000.00	(10,000.00)	10,000,000.00	18,750.00	99.900
				3.667%	5.312%	\$ 30,197,272.50	\$ 30,153,772.50	\$ (50,400.00)	\$ 30,204,172.50	\$ 204,125.00	
Water Fund General Account (01-1218)											
Illinois Funds-Money Market	5.148%	08/31/06	09/01/06	5.148%	5.148%	\$ -	\$ -	\$ -	\$ -	\$ -	100.000
Illinois Funds-Prime Fund	5.202%	08/31/06	09/01/06	5.202%	5.202%	-	-	-	-	-	100.000
				N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Sales Tax Funds (01-1230)											
Illinois Funds-Money Market	5.148%	08/31/06	09/01/06	5.148%	5.148%	\$ 13,486,417.78	\$ 13,486,417.78	\$ -	\$ 13,486,417.78	\$ -	100.000
Illinois Funds-Prime Fund	5.202%	08/31/06	09/01/06	5.202%	5.202%	10,491,175.73	10,491,175.73	-	10,491,175.73	-	100.000
F.H.L.B. (William Blair)	2.950%	01/14/05	09/14/06	3.346%	5.316%	2,500,000.00	2,497,750.00	13,725.00	2,484,025.00	34,006.94	99.910
Cert. of Deposit (Suburban Bank & Trust)	4.630%	10/17/05	10/16/06	4.630%	4.630%	6,000,000.00	6,000,000.00	-	6,000,000.00	242,028.49	100.000
Cert. of Deposit (West Suburban Bank)	4.426%	10/14/05	10/16/06	4.426%	4.426%	64,900.00	64,900.00	-	64,900.00	2,526.09	100.000
Cert. of Deposit (Oak Brook Bank)	4.700%	01/13/06	01/14/07	4.700%	4.700%	6,000,000.00	6,000,000.00	-	6,000,000.00	177,698.63	100.000
Cert. of Deposit (Mid America Bank)	4.850%	04/17/06	04/16/07	4.850%	4.850%	6,000,000.00	6,000,000.00	-	6,000,000.00	108,427.40	100.000
Cert. of Deposit (Winfield Community Bank)	4.000%	06/21/06	06/15/07	4.000%	4.000%	2,500,000.00	2,500,000.00	-	2,500,000.00	19,452.05	100.000
Cert. of Deposit (West Suburban Bank)	5.519%	07/17/06	07/17/07	5.519%	5.519%	5,935,100.00	5,935,100.00	-	5,935,100.00	40,382.42	100.000
				4.917%	5.010%	\$ 52,977,593.51	\$ 52,975,343.51	\$ 13,725.00	\$ 52,961,618.51	\$ 624,522.02	
2001 G. O. Bonds Debt Service (01-1243)											
ABN AMRO Government Money Market	5.040%	08/31/06	09/01/06	5.040%	5.040%	\$ 1,717,685.04	\$ 1,717,685.04	\$ -	\$ 1,717,685.04	\$ 241.67	100.000
U. S. Treas. Notes (LaSalle Bank)	3.375%	02/24/06	02/28/07	4.751%	5.050%	11,544,000.00	11,446,597.50	57,720.00	11,388,877.50	-	99.156
U. S. Treas. Notes (LaSalle Bank)	3.375%	03/07/06	02/28/07	4.792%	5.050%	237,000.00	235,000.31	1,185.00	233,815.31	-	99.156
				4.789%	5.049%	\$ 13,498,685.04	\$ 13,399,282.85	\$ 58,905.00	\$ 13,340,377.85	\$ 241.67	
TOTAL ALL FUNDS				4.600%	5.129%	\$133,625,891.72	\$133,421,388.30	\$ 16,562.44	\$133,404,825.86	\$ 930,545.12	
August 31, 2006	90 DAY US TREASURY YIELD			5.030%							

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
August 31, 2006

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	PURCHASED TO YIELD	MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 08/31/06	BID PRICE 08/31/06
Water Fund Depository Accounts (01-1210)											
Illinois Funds-Money Market	5.148%	08/31/06	09/01/06	5.148%	5.148%	\$ 1,545,749.70	\$ 1,545,749.70	\$ -	\$ 1,545,749.70	\$ -	100.000
Illinois Funds-Prime Fund	5.202%	08/31/06	09/01/06	5.202%	5.202%	1,119,386.67	1,119,386.67	-	1,119,386.67	-	100.000
				5.171%	5.171%	\$ 2,665,136.37	\$ 2,665,136.37	\$ -	\$ 2,665,136.37	\$ -	
Water Fund Oper. & Maint. Acct. (01-1211)											
Illinois Funds-Money Market	5.148%	08/31/06	09/01/06	5.148%	5.148%	\$ 7,300,792.76	\$ 7,300,792.76	\$ -	\$ 7,300,792.76	\$ -	100.000
Illinois Funds-Prime Fund	5.202%	08/31/06	09/01/06	5.202%	5.202%	4,445,583.49	4,445,583.49	-	4,445,583.49	-	100.000
				5.168%	5.168%	\$ 11,746,376.25	\$ 11,746,376.25	\$ -	\$ 11,746,376.25	\$ -	
Revenue Bond Interest Account (01-1212)											
One Group Government Money Market	1.311%	08/31/06	09/01/06	1.311%	1.311%	\$ 201.55	\$ 201.55	\$ -	\$ 201.55	\$ 0.68	100.000
U. S. Treas. Notes (JP Morgan)	2.500%	05/15/06	10/31/06	4.438%	4.970%	545,000.00	542,615.63	2,469.56	540,146.07	4,541.67	99.563
U. S. Treas. Notes (JP Morgan)	2.500%	06/09/06	10/31/06	4.422%	4.970%	469,000.00	466,948.13	1,502.27	465,445.86	3,908.33	99.563
U. S. Treas. Notes (JP Morgan)	2.500%	07/14/06	10/31/06	4.286%	4.970%	467,000.00	464,956.88	474.30	464,482.58	3,891.67	99.563
U. S. Treas. Notes (JP Morgan)	2.500%	08/09/06	10/31/06	4.047%	4.970%	465,000.00	462,965.63	(363.28)	463,328.91	3,875.00	99.563
				4.304%	4.970%	\$ 1,946,201.55	\$ 1,937,687.82	\$ 4,082.85	\$ 1,933,604.97	\$ 16,217.35	
Revenue Bond Principal (01-1213)											
One Group Government Money Market	1.311%	08/31/06	09/01/06	1.311%	1.311%	\$ 42.51	\$ 42.51	\$ -	\$ 42.51	\$ 0.20	100.000
U. S. Treas. Notes (JP Morgan)	3.625%	05/15/06	04/30/07	4.777%	5.070%	901,000.00	892,271.56	915.07	891,356.49	10,887.08	99.031
U. S. Treas. Notes (JP Morgan)	3.625%	06/09/06	04/30/07	4.861%	5.070%	729,000.00	721,937.81	740.38	721,197.43	8,808.75	99.031
U. S. Treas. Notes (JP Morgan)	3.625%	07/14/06	04/30/07	4.956%	5.070%	727,000.00	719,957.19	454.38	719,502.81	8,784.58	99.031
U. S. Treas. Notes (JP Morgan)	3.625%	08/09/06	04/30/07	4.808%	5.070%	723,000.00	715,995.94	(960.24)	716,956.18	8,736.25	99.031
				4.846%	5.070%	\$ 3,080,042.51	\$ 3,050,205.01	\$ 1,149.59	\$ 3,049,055.42	\$ 37,216.86	
Revenue Bond Debt Svc. Reserve (01-1214)											
				N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Water Fund Oper. & Maint. Res. (01-1215)											
Illinois Funds-Money Market	5.148%	08/31/06	09/01/06	5.148%	5.148%	\$ 1,500,774.49	\$ 1,500,774.49	\$ -	\$ 1,500,774.49	\$ -	100.000
Illinois Funds-Prime Fund	5.202%	08/31/06	09/01/06	5.202%	5.202%	5,205,590.34	5,205,590.34	-	5,205,590.34	-	100.000
F.H.L.B (JP Morgan)	3.100%	11/09/04	11/08/06	3.205%	5.337%	5,000,000.00	4,979,000.00	(10,900.00)	4,989,900.00	48,222.22	99.580
				4.344%	5.253%	\$ 11,706,364.83	\$ 11,685,364.83	\$ (10,900.00)	\$ 11,696,264.83	\$ 48,222.22	



DuPage Water Commission

MEMORANDUM

TO: Robert Martin General Manager

FROM: Terry McGhee *TM* Operations Supervisor
Ed Kazmierczak Pipeline Supervisor
Chris Bostick Facilities Construction Supervisor
John Schori Instrumentation Supervisor
Frank Frelka GIS Coordinator

DATE: September 8, 2006

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of August were a total of 3.188 billion gallons. This represents an average day demand of 102.9 million gallons per day (MGD), which is lower than the August 2005 average day demand of 129.7 MGD. The maximum day demand was 130.4 MGD on August 1, 2006, which is lower than the August 2005 maximum day demand of 155.4 MGD. The minimum day flow was 82.8 MGD. The Commission recorded a total precipitation for the month of August of 3.78 inches compared to 2.01 inches for August 2005. The level of Lake Michigan for August 2006 is 577.9 (Feet IGLD 1985) compared to 578.0 (Feet IGLD 1985) for August of 2005.

Operations Construction Overview

Contract PSD-6 Reservoir Addition

Division B – Cadwell Avenue Re-Alignment: A meeting was held with the City of Elmhurst Forestry Division to incorporate a tree replacement schedule into the contract documents. Advertisements for bids will be late fall or early winter in order to schedule work at the beginning of the next construction season.

Contract PSD-7 DPPS Electrical Generation

Fanning and Company has completed the Value Engineering Workshop on the 30% complete design documents. A report is forthcoming and a presentation is tentatively scheduled for the October Commission meeting.

Lexington Pump Station Electrical Generation Feasibility Study

Fanning and Company has completed the Value Engineering Workshop on the Feasibility Study. A report is forthcoming and a presentation is tentatively scheduled for the October Commission meeting.

Pipe Loop Pilot Plant

The second quarterly report is due in September 2006.

Tank # 4 Mixing System

The Commission did not receive any bids for this project. The Engineer is currently looking into the reasons why. The project will be re-bid before the end of the calendar year.

Back-up Telemetry

The system is fully operational. Miscellaneous punch list work should be resolved and completed before the end of September.

GISGeodatabase Design

Several projects were completed including data layers showing locations of SCADA system components and real estate easements. In addition, the GIS staff installed hyperlinks within the GIS web site to allow easy access to scanned easement documents and photographs of tank sites, meter stations and remotely operated valves. The hyperlinks were added to demonstrate the ability of GIS to link to other applications, specifically, a Document Management System (DMS). A need for a DMS was identified in the 2004 Patrick Engineering GIS report and it is anticipated that work on DMS implementation will begin sometime in calendar year 2007.

The next GIS initiative is the pipeline calibration project. This project's goal is to establish a more precise correspondence between station values in the GIS map, i.e., the pipeline feature class, and real-world pipeline station values. This will be done using known locations along pipelines obtained using GPS to adjust values in GIS.

Pipeline Construction Overview**CONTRACT TIB-1/03 INNER BELT TRANSMISSION MAIN**

Contractor is in the process of completing the installation of the corrosion protection and monitoring system.

Lost Time Accidents To Date 09/08/06 0 Days

CONTRACT CP-3 CORROSION IDENTIFICATION AND ASSESSEMENT

All field work under this contract has been completed. The only outstanding item remaining under the contract is receipt of the corrosion assessment report for the piping located at the DuPage Pump Station.

Lost Time Accidents To Date 09/08/06 0 Days

CONTRACT BOV-2/04 90" BLOW OFF VALVE IMPROVEMENTS

Work is in progress. To date, the contractor has repaired 25 existing valves and has completed permanent restoration at those sites. Four valves remain to be completed under this contract. Of the four remaining valves, three will be abandoned and the forth repaired. Abandonment of these valves will require shut down and isolation of the 90" main and will take place sometime later this year when system demand has decreased.

Lost Time Accidents To Date 09/08/06 0 Days

CONTRACT QR-7

Adjustment of a cathodic protection test station handhole located in the ramp from northbound Mannheim Road to eastbound I-290 will begin upon I.D.O.T. permit approval.

Lost Time Accidents To Date 09/08/06 0 Days

The following are attachments to this memorandum:


1. DuPage Laboratory Bench Sheets for August, 2006
2. Water Sales Analysis 01-May-03 to 31-August-06
3. Chart showing Commission sales versus allocations
4. Chart showing Commission sales versus historical averages

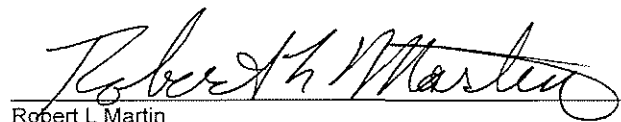
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR AUGUST 2006

LEXINGTON SUPPLY

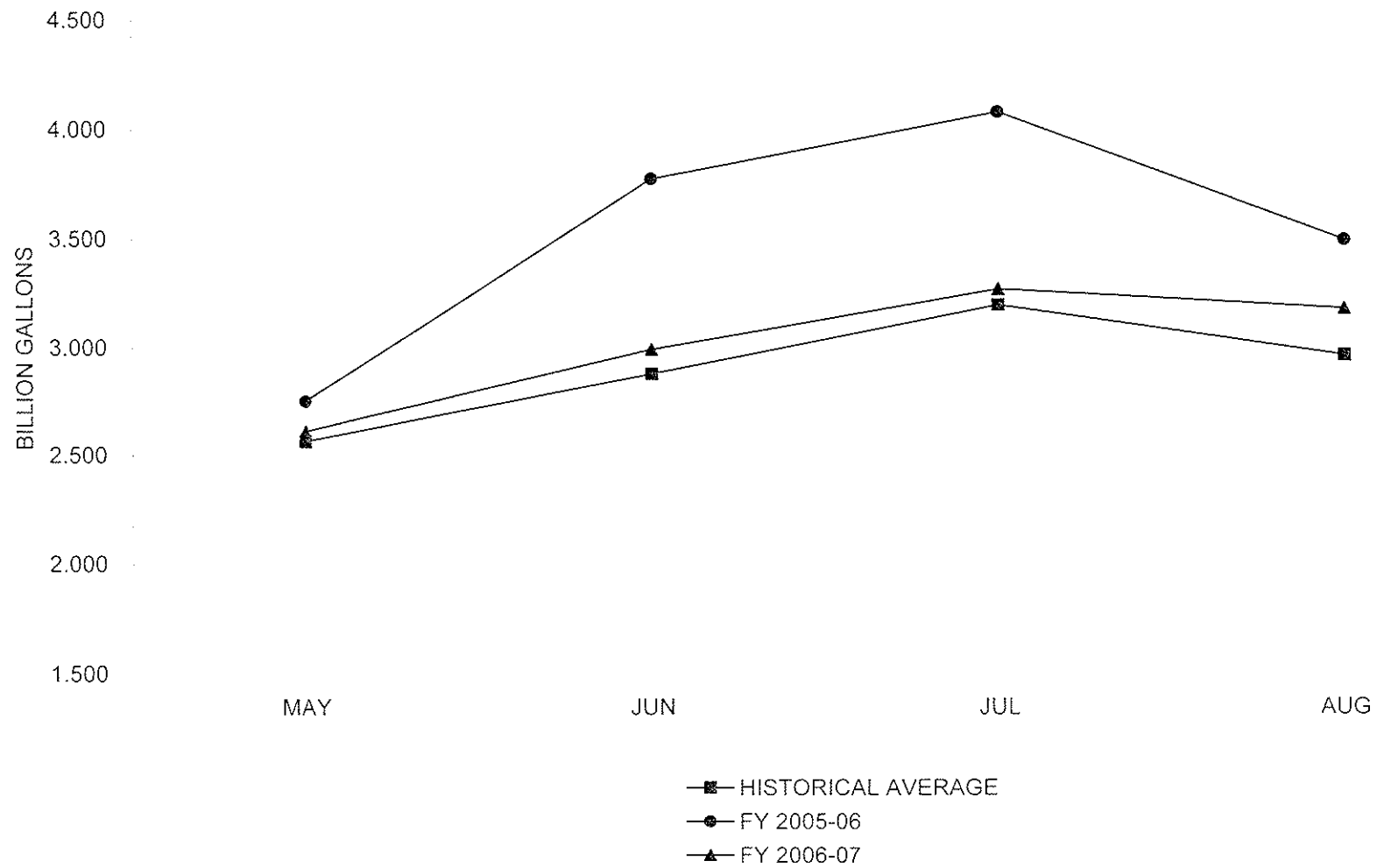
DUPAGE DISCHARGE

DAY	FREE CL ₂ mg/l	TURBIDITY NTU	PO ₄ mg/l	FREE CL ₂ mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride mg/l	PO ₄ mg/l	P.A.C. LBS/MG	ANALYST INT
1	0.77	0.09	0.41	0.81	0.09	75	7.6	1.0	0.41	0	JV
2	0.76	0.09	0.42	0.81	0.08	75	7.6	1.1	0.42	0	JV
3	0.77	0.08	0.38	0.80	0.09	75	7.5	1.0	0.43	0	JV
4	0.77	0.07	0.43	0.80	0.07	74	7.6	0.9	0.42	0	MR
5	0.78	0.08	0.38	0.80	0.09	74	7.6	1.0	0.44	0	MR
6	0.78	0.08	0.48	0.79	0.09	74	7.5	1.0	0.41	0	MR
7	0.78	0.07	0.46	0.79	0.09	74	7.6	0.9	0.44	0	MR
8	0.76	0.07	0.49	0.82	0.07	74	7.6	1.0	0.40	0	TG
9	0.76	0.08	0.46	0.82	0.08	74	7.5	1.0	0.45	0	TG
10	0.75	0.09	0.43	0.81	0.08	74	7.6	1.0	0.40	0	MR
11	0.79	0.08	0.44	0.80	0.08	74	7.6	1.0	0.54	0	MR
12	0.75	0.08	0.40	0.80	0.09	74	7.6	1.0	0.40	0	MR
13	0.75	0.07	0.40	0.80	0.08	74	7.6	1.0	0.40	0	MR
14	0.77	0.08	0.41	0.80	0.08	75	7.6	1.0	0.44	0	MR
15	0.77	0.09	0.41	0.78	0.07	75	7.7	1.0	0.40	0	MR
16	0.77	0.08	0.52	0.80	0.09	75	7.6	1.1	0.40	0	JV
17	0.78	0.10	0.44	0.80	0.09	75	7.6	1.1	0.43	0	JV
18	0.78	0.09	0.46	0.78	0.08	75	7.6	1.0	0.44	0	JV
19	0.76	0.08	0.44	0.78	0.09	75	7.5	1.1	0.46	0	JV
20	0.76	0.08	0.41	0.79	0.08	75	7.6	1.0	0.43	0	MR
21	0.75	0.09	0.45	0.81	0.09	75	7.6	1.1	0.46	0	MR
22	0.78	0.09	0.45	0.81	0.09	75	7.6	1.0	0.45	0	MR
23	0.78	0.09	0.41	0.81	0.09	75	7.6	1.0	0.43	0	MR
24	0.78	0.09	0.51	0.81	0.09	75	7.6	1.0	0.42	0	JV
25	0.77	0.08	0.52	0.79	0.08	75	7.6	1.1	0.43	0	JV
26	0.77	0.09	0.47	0.79	0.10	75	7.7	1.0	0.38	0	JV
27	0.77	0.08	0.46	0.80	0.09	75	7.5	1.0	0.40	0	JV
28	0.75	0.09	0.44	0.80	0.09	75	7.7	1.0	0.43	0	MR
29	0.75	0.10	0.49	0.80	0.09	75	7.6	1.0	0.44	0	MR
30	0.75	0.10	0.43	0.80	0.09	75	7.6	1.0	0.47	0	MR
31	0.76	0.09	0.45	0.79	0.09	74	7.6	1.0	0.44	0	MR
AVG	0.77	0.08	0.44	0.80	0.09	75	7.6	1.0	0.43	0	
MAX	0.79	0.10	0.52	0.82	0.10	75	7.7	1.1	0.54	0	
MIN	0.75	0.07	0.38	0.78	0.07	74	7.5	0.9	0.38	0	

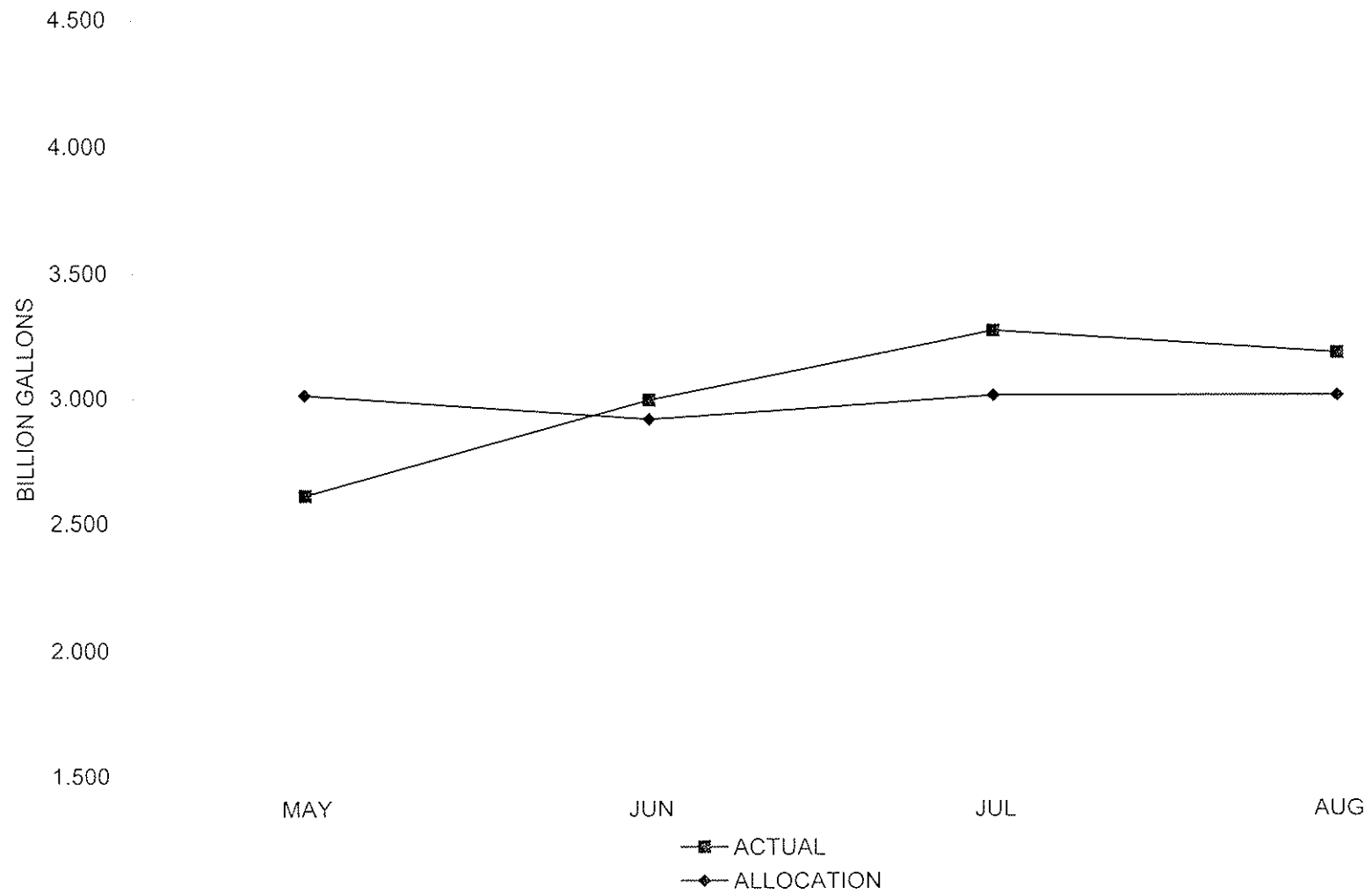

Terrance McGhee
Operations Supervisor


Robert L. Martin
General Manager

DU PAGE WATER COMMISSION SALES
FY 2006-07 & FY 2005-06 VS. HISTORICAL AVERAGE



DU PAGE WATER COMMISSION SALES
FY 2006-07 VS. ALLOCATION





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August 31, 2006

Sponsors Research
Develops Knowledge
Promotes Collaboration

Marc Edwards, Ph.D.
Virginia Polytechnic Institute
Department of Civil Engineering
415 Durham Hall
Blacksburg, VA 24061-0105

Dear Dr. Edwards:

I am pleased to advise you that your proposal in response to our RFP entitled "Impact of Phosphate Corrosion Inhibitors on Cement-Based Pipes and Linings" has been selected for funding by the Research Foundation. The Foundation and the Project Advisory Committee (PAC) are confident that your research in this area will benefit the water supply community.

This award is contingent upon successful negotiation of the Foundation's project funding agreement. You, or your designated contract administrator, will be receiving this agreement shortly. A copy of the agreement is also available for review on the Foundation's web site at <http://www.awwarf.org/research/projectadmin/docs/contract.pdf>.

Traci Case will serve as the project manager for this study and will contact you soon. If you have any questions, please contact Traci at (303) 347-6120 or tcase@awwarf.org. We look forward to working with you and to the successful completion of this very important project.

Sincerely yours,

Walter J. Bishop
Chair

WJB:ps:4033

c: Amrou Atassi, Camp Dresser & McKee Inc.
John Spatz Jr., Chicago Department of Water Management
Robert Martin, DuPage Water Commission
John Wierenga, Grand Rapids Water System
Donald Spencer, Grand Rapids Water System
William Soucie, Central Lake County Joint Action Water Agency
F. Edward Glatfelter, Central Lake County Joint Action Water Agency

Walter J. Bishop, Chair
David E. Rager, Vice-Chair
Mark Premo, Treasurer
Robert C. Renner, Executive Director

Stephen Lohman, Denver Water
Chips Barry, Denver Water
Michael Hotaling, Newport News Dept of Public Utilities
Brian Ramaley, Newport News Dept of Public Utilities
Ted Tyree, Knoxville Utilities Board
Bill Elmore, Knoxville Utilities Board
Jeffrey Czarnecki, Greenville Water System
Lyndon Stovall, Greenville Water System
Larry Sanford, Ann Arbor Water Utilities Department
Sumedh Bahl, Ann Arbor Water Utilities Department
Michael Koza, Portland Water District
Paul Hunt, Portland Water District
Shahin Rezaia, Minneapolis Water Works
Mike Kosterman, Racine Water & Wastewater Utilities
Gilbert Nave, Nashville Metro Water Services
Scott Potter, Nashville Metro Water Services
Chandra Mysore, Veolia Water North America
Paul Gallagher, Veolia Water North America


Elizabeth Kawczynski
Kim Linton
Marty Allen



DuPage Water Commission

MEMORANDUM

TO: Finance Committee

FROM: R. Max Richter
Financial Administrator 

DATE: September 8, 2006

SUBJECT: A/P History Report
A/P Regular Open Item Register

The following is a summary of the Historical Check Report and Accounts Payables for the September 14 Commission meeting as requested by the Finance Committee.

August A/P History Check Report (1)	\$5,461,463.21
A/P Regular Open Item Register	6,286.81
Total	<u>\$5,467,750.02</u>

(1) Previously authorized

PACKET: 00525 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

Accounts Payable

-----ID-----		GROSS		P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-1101		HOLLAND & KNIGHT LLP				

I-200609010938		LEGAL SERVICES: JULY 2006	6,286.81			
8/31/2006	IL	DUE: 8/18/2006 DISC: 8/18/2006				
		LEGAL SERVICES: JULY 2006		01 60-6251	LEGAL SERVICES- GENERAL	6,286.81
=== VENDOR TOTALS ===			6,286.81			
=== PACKET TOTALS ===			6,286.81			

PACKET: 00525 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

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

INVOICE TOTALS	6,286.81
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	6,286.81
--------------	----------

*** G/L ACCOUNT TOTALS ***

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
					ANNUAL	BUDGET	OVER	ANNUAL	BUDGET OVER
					BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE BUDG
	2006-2007	01 -60-6251	LEGAL SERVICES- GENERAL	6,286.81	80,000	73,707.69			
			*** 2006-2007 YEAR TOTALS	6,286.81					

PACKET: 00525 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
<hr/>		
01	8/2006	6,286.81

NO ERRORS

** END OF REPORT **

TOTAL ERRORS: 0

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

Items Paid

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1212	A.M. BEST COMPANY, INC.						
I-2053737	RENEW SUBSCRIPTION	R	8/18/2006	143.95		001913	143.95
	*** VENDOR TOTALS ***					1 CHECKS	143.95
1168	ADMIRAL MECHANICAL SERVICES						
I-34878	REPAIR TO CHILLER	R	8/18/2006	441.00		001914	441.00
	*** VENDOR TOTALS ***					1 CHECKS	441.00
1067	AEREX PEST CONTROL						
I-694851	EXTERMINATOR: JULY 2006	R	8/18/2006	47.00		001915	
I-694861	EXTERMINATOR: JULY 2006	R	8/18/2006	47.00		001915	
I-695345	EXTERMINATOR: JULY 2006	R	8/18/2006	50.00		001915	144.00
	*** VENDOR TOTALS ***					1 CHECKS	144.00
1087	ALLIANCE WINDOW CLEANING INC.						
I-87455	WINDOW WASHING: JULY 2006	R	8/04/2006	164.00		001858	164.00
	*** VENDOR TOTALS ***					1 CHECKS	164.00
1133	ALVORD, BURDICK & HOWSON, LLC						
I-D03510S-01	TIB-1	R	8/04/2006	2,076.94		001859	
I-D03510S-02	TIB-1	R	8/04/2006	2,529.08		001859	
I-D03510S-03	TIB-1	R	8/04/2006	12,772.18		001859	17,378.20
	*** VENDOR TOTALS ***					1 CHECKS	17,378.20
1318	ANTHONY ROOFING, LTD.						
I-321746466	DPSS ROOF REPAIRS	R	8/04/2006	850.00		001860	850.00
	*** VENDOR TOTALS ***					1 CHECKS	850.00
1397	AT&T						
I-200608090916	DPSS PHONE SERV.: 07/22-08/21	R	8/18/2006	320.06		001916	
I-200608170919	TANK SITE # 1: 08/04-09/03/06	R	8/18/2006	19.05		001916	339.11
	*** VENDOR TOTALS ***					1 CHECKS	339.11
1072	AVALON PETROLEUM COMPANY						
I-409866	GASOLINE	R	8/04/2006	2,334.51		001861	2,334.51
1072	AVALON PETROLEUM COMPANY						
I-410667	GASOLINE	R	8/18/2006	3,060.00		001917	3,060.00
	*** VENDOR TOTALS ***					2 CHECKS	5,394.51
1015	AZ COMMERCIAL PROGRAM						
I-2568394327	VEHICLE MAINTENANCE	R	8/04/2006	82.93		001862	82.93
	*** VENDOR TOTALS ***					1 CHECKS	82.93

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1413	BARR MECHANICAL SALES, INC.						
I-06-504	BOILER REPAIR SERVICE CALL	R	8/04/2006	200.00		001863	200.00
	*** VENDOR TOTALS ***					1 CHECKS	200.00
1258	BASIC CHEMICAL SOLUTIONS, LLC						
I-SI5206819	SODIUM HYPOCHLORITE	R	8/18/2006	2,995.40		001918	2,995.40
	*** VENDOR TOTALS ***					1 CHECKS	2,995.40
1089	BERLAND'S HOUSE OF TOOLS						
I-337408	METER STATION MAINTENANCE	R	8/04/2006	5.24		001864	5.24
	*** VENDOR TOTALS ***					1 CHECKS	5.24
1170	BOYE JANITORIAL SERVICE INC.						
I-8377	JANITORIAL SERVICE: 07/06	R	8/04/2006	1,942.50		001865	1,942.50
	*** VENDOR TOTALS ***					1 CHECKS	1,942.50
1187	BULLIS LOCK COMPANY, INC.						
I-29059	METER STATION MAINTENANCE	R	8/04/2006	518.00		001866	518.00
	*** VENDOR TOTALS ***					1 CHECKS	518.00
1049	CAMP DRESSER & MCKEE INC.						
I-80232280/18	PIPE LOOP TESTING: 05/28-06/24	R	8/04/2006	4,846.26		001867	4,846.26
	*** VENDOR TOTALS ***					1 CHECKS	4,846.26
1177	CATHODIC PROTECTION MANAGEMENT						
I-2012	TECH. SUP. - BOV-2	R	8/18/2006	7,502.88		001919	7,502.88
	*** VENDOR TOTALS ***					1 CHECKS	7,502.88
1023	CDW GOVERNMENT, INC.						
I-BGJ4442	DIGITAL CAMERA & MEMORY CARD	R	8/04/2006	434.97		001868	
I-BH29623	PRINT KITS	R	8/04/2006	176.99		001868	611.96
1023	CDW GOVERNMENT, INC.						
I-BKH4316	21" MONITOR	R	8/18/2006	501.99		001920	501.99
	*** VENDOR TOTALS ***					2 CHECKS	1,113.95
1134	CITY OF CHICAGO DEPARTMENT OF						
I-200607260901	LEX. STA. ELECT.: 04/28-05/30	R	8/04/2006	77,075.28		001869	77,075.28
1134	CITY OF CHICAGO DEPARTMENT OF						
I-200607310904	LEX. PUMP STA. LABOR: 06/06	R	8/04/2006	29,862.77		001870	29,862.77
	*** VENDOR TOTALS ***					2 CHECKS	106,938.05

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1135	CITY OF CHICAGO SUPERINTENDENT						
I-200608030910	WATER BILLING: 07/01-07/31/06	R	8/04/2006	4,470,017.60		001871	4,470,017.60
	*** VENDOR TOTALS ***					1 CHECKS	4,470,017.60
1179	CHICAGO TRIBUNE						
I-698879001	EMPLOYMENT AD	R	8/04/2006	3,297.00		001872	3,297.00
	*** VENDOR TOTALS ***					1 CHECKS	3,297.00
1091	CINTAS FIRST AID & SAFETY						
I-343361120	FIRST AID SUPPLIES	R	8/04/2006	168.75		001873	168.75
1091	CINTAS FIRST AID & SAFETY						
I-343366450	FIRST AID SUPPLIES	R	8/18/2006	138.95		001921	138.95
	*** VENDOR TOTALS ***					2 CHECKS	307.70
1398	COMCAST						
I-200608010907	INTERNET SERV: 07/27-08/26/06	R	8/04/2006	84.95		001874	84.95
	*** VENDOR TOTALS ***					1 CHECKS	84.95
1009	COMED						
I-200608140918	METER STATION ELECTRIC SERVICE	R	8/18/2006	3,746.77		001922	3,746.77
	*** VENDOR TOTALS ***					1 CHECKS	3,746.77
1262	COMSEARCH						
I-700339153	FREQUENCY PROTECT. SERV.	R	8/04/2006	400.00		001875	400.00
	*** VENDOR TOTALS ***					1 CHECKS	400.00
1136	CONSTELLATION NEWENERGY						
I-01059354	DPFS ELECT. SERV: 06/22-07/2	R	8/04/2006	297,127.91		001876	297,127.91
	*** VENDOR TOTALS ***					1 CHECKS	297,127.91
1024	CTE ENGINEERS						
I-60002764-07	HYDRODYNAMIC MIXING SYSTEM	R	8/04/2006	572.11		001877	
I-60011780-01	IDSE DIST. SYS.: 04/29-06/30	R	8/04/2006	395.61		001877	967.72
	*** VENDOR TOTALS ***					1 CHECKS	967.72
1025	DANKA OFFICE IMAGING						
I-704910113	COPIER USAGE & MAINTENANCE	R	8/18/2006	732.25		001923	732.25
	*** VENDOR TOTALS ***					1 CHECKS	732.25
1014	DHL EXPRESS (USA) INC.						
I-X4856692	OVERNIGHT MAIL	R	8/04/2006	41.04		001878	41.04

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1014	DHL EXPRESS (USA) INC.						
I-X7442466	OVERNIGHT MAIL	R	8/18/2006	408.40		001924	408.40
	*** VENDOR TOTALS ***					2 CHECKS	449.44
1143	DISCOUNT TIRE CO. INC.						
I-0714388	VEHICLE MAINTENANCE: M-76785	R	8/04/2006	28.00		001879	28.00
1143	DISCOUNT TIRE CO. INC.						
I-0707505	VEHICLE MAINTENANCE: M-134705	R	8/18/2006	534.00		001925	
I-0715209	VEHICLE MAINTENANCE: M-78556	R	8/18/2006	690.00		001925	1,224.00
	*** VENDOR TOTALS ***					2 CHECKS	1,252.00
1370	COUNTY OF DUPAGE						
I-200608300929	TW-4 PERMIT APPLICATION FEE	R	8/30/2006	100.00		001959	100.00
	*** VENDOR TOTALS ***					1 CHECKS	100.00
1283	E.H. WACHS COMPANY						
I-S16578	E.H. WACHS COMPANY	R	8/04/2006	196.00		001880	196.00
	*** VENDOR TOTALS ***					1 CHECKS	196.00
1241	ELECTRIC MACHINERY CO., INC.						
I-F0072-30	REPAIRS TO PUMP #6 MOTOR	R	8/04/2006	8,291.45		001881	8,291.45
1241	ELECTRIC MACHINERY CO., INC.						
I-F8038-30	REPAIRS TO EM MOTOR # 6	R	8/18/2006	7,930.00		001926	7,930.00
	*** VENDOR TOTALS ***					2 CHECKS	16,221.45
1414	ROCKY ELLINGSWORTH						
I-200608020909	SENSUS METER TRAINING	R	8/04/2006	226.43		001882	226.43
	*** VENDOR TOTALS ***					1 CHECKS	226.43
1097	ELMHURST PLAZA STANDARD INC.						
I-28993	VEHICLE MAINTENANCE: M-79697	R	8/04/2006	665.28		001883	665.28
	*** VENDOR TOTALS ***					1 CHECKS	665.28
1027	ERRAND BOY						
I-EBD0167-558	MESSANGER SERVICE	R	8/18/2006	34.59		001927	34.59
	*** VENDOR TOTALS ***					1 CHECKS	34.59
1096	ESRI						
I-91367547	SOFTWARE MAINTENANCE CONTRACT	R	8/18/2006	11,001.10		001928	11,001.10
	*** VENDOR TOTALS ***					1 CHECKS	11,001.10

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1026	EXCALIBUR REFRESHMENT CONCEPTS						
I-55419	COFFEE & SUPPLIES	R	8/18/2006	118.05		001929	118.05
	*** VENDOR TOTALS ***					1 CHECKS	118.05
1065	FEDEX						
I-1-138-44666	OVERNIGHT MAIL	R	8/04/2006	844.09		001884	844.09
	*** VENDOR TOTALS ***					1 CHECKS	844.09
1055	GRAINGER						
I-9150354109	MAINTENANCE SUPPLIES	R	8/04/2006	488.06		001885	488.06
	*** VENDOR TOTALS ***					1 CHECKS	488.06
1399	GREELEY AND HANSEN						
I-INV-0000202755	LEX PS FEASIBILITY STUDY-GENER	R	8/04/2006	25,794.76		001886	25,794.76
	*** VENDOR TOTALS ***					1 CHECKS	25,794.76
1415	TIMOTHY GUBBINS						
I-200608040914	SENSUS METER TRAINING	R	8/04/2006	103.98		001912	103.98
	*** VENDOR TOTALS ***					1 CHECKS	103.98
1101	HOLLAND & KNIGHT LLP						
I-200607310903	LEGAL SERVICES: JUNE 2006	R	8/18/2006	848.00		001930	848.00
	*** VENDOR TOTALS ***					1 CHECKS	848.00
1050	HOME DEPOT CREDIT SERVICES						
C-4165250	SALES TAX REFUND	R	8/18/2006	0.77CR		001931	
I-0142415	MAINTENANCE SUPPLIES	R	8/18/2006	21.43		001931	
I-3044865	METER STATION MAINTENANCE	R	8/18/2006	119.88		001931	
I-4560459	MAINTENANCE SUPPLIES	R	8/18/2006	10.71		001931	
I-5133058	MAINTENANCE SUPPLIES	R	8/18/2006	4.71		001931	
I-9010256	MAINTENANCE SUPPLIES	R	8/18/2006	18.94		001931	
I-9062204	MAINTENANCE SUPPLIES	R	8/18/2006	24.98		001931	199.88
	*** VENDOR TOTALS ***					1 CHECKS	199.88
1225	IKON OFFICE SOLUTIONS						
I-26955225	COPIER USAGE: 06/15-07/26	R	8/18/2006	255.21		001932	255.21
	*** VENDOR TOTALS ***					1 CHECKS	255.21
1053	ILLINOIS PUBLIC RISK FUND						
I-200607260902	WORKERS COMPENSATION INS.	R	8/04/2006	6,930.00		001887	6,930.00
	*** VENDOR TOTALS ***					1 CHECKS	6,930.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1080	INCODE-CMS						
I-INV0046488	TRAINING/IMPLEMENTATION	R	8/18/2006	2,691.01		001933	2,691.01
	*** VENDOR TOTALS ***					1 CHECKS	2,691.01
1410	INITIAL ELECTRONICS INC.						
I-146107	SECURITY CAMERA REPAIRS	R	8/04/2006	571.86		001888	571.86
	*** VENDOR TOTALS ***					1 CHECKS	571.86
1104	ITG SOLUTIONS, INC.						
I-78791	SECURITY SYSTEM SERVICE CALL	R	8/04/2006	55.00		001889	55.00
	*** VENDOR TOTALS ***					1 CHECKS	55.00
1391	J. J. KELLER & ASSOCIATES, INC						
I-006395364	SUBSCRIPTION, LABOR LAW POSTER	R	8/18/2006	559.64		001934	559.64
	*** VENDOR TOTALS ***					1 CHECKS	559.64
1032	JULIE, INC.						
I-07-06-0432	UTILITY LOCATES: JULY 2006	R	8/18/2006	4,955.20		001935	4,955.20
	*** VENDOR TOTALS ***					1 CHECKS	4,955.20
1411	KELLY						
I-0285	METER STATION MAINTENANCE	R	8/04/2006	500.00		001890	500.00
1411	KELLY						
I-0306	METER STATION MAINTENANCE	R	8/18/2006	750.00		001936	750.00
	*** VENDOR TOTALS ***					2 CHECKS	1,250.00
1216	KING, GARY A., DUPAGE COUNTY C						
I-200608170920	NOTARY RECORDING FEE	R	8/18/2006	10.00		001937	10.00
	*** VENDOR TOTALS ***					1 CHECKS	10.00
1036	LAWSON PRODUCTS, INC.						
I-4682669	MAINTENANCE SUPPLIES	R	8/04/2006	1,202.50	11.66CR	001891	1,190.84
1036	LAWSON PRODUCTS, INC.						
I-4692656	MAINTENANCE SUPPLIES	R	8/18/2006	25.33		001938	25.33
	*** VENDOR TOTALS ***					2 CHECKS	1,216.17
1054	MCMASTER-CARR SUPPLY COMPANY						
I-47165603	MAINTENANCE SUPPLIES	R	8/04/2006	32.40		001892	32.40
	*** VENDOR TOTALS ***					1 CHECKS	32.40

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1069	MEL'S ACE HARDWARE						
I-01547302 76	MAINTENANCE SUPPLIES	R	8/18/2006	12.59		001939	
I-01549467 76	TS, ROV, & MS MAINTENANCE	R	8/18/2006	174.65		001939	
I-01549971 76	MAINTENANCE SUPPLIES	R	8/18/2006	12.65		001939	
I-01553114 76	OFFICE SUPPLIES	R	8/18/2006	6.68		001939	206.57
	*** VENDOR TOTALS ***					1 CHECKS	206.57
1021	NAPERVILLE, CITY OF						
I-200608010908	METER STATION ELECTRIC SERVICE	R	8/04/2006	112.70		001893	
I-200608030911	METER STATION ELECTRIC SERVICE	R	8/04/2006	31.42		001893	144.12
1021	NAPERVILLE, CITY OF						
I-200608170921	METER STATION ELECTRIC SERVICE	R	8/18/2006	62.60		001940	62.60
	*** VENDOR TOTALS ***					2 CHECKS	206.72
1416	NATIONAL BUSINESS FURNITURE IN						
I-YZ8430-MRN	BOOKCASE	R	8/18/2006	398.00		001941	398.00
	*** VENDOR TOTALS ***					1 CHECKS	398.00
1203	NATIONAL SAFETY COUNCIL						
I-2016915	SFTY MGMT TECH - BOSTICK, WEED	R	8/04/2006	2,190.00		001894	
I-2016916	SAFETY MGMT TECH - M. CROWLEY	R	8/04/2006	1,095.00		001894	3,285.00
	*** VENDOR TOTALS ***					1 CHECKS	3,285.00
1197	NATIONAL WATERWORKS, INC.						
I-3686963	WATER METER PARTS	R	8/04/2006	87.75		001895	87.75
	*** VENDOR TOTALS ***					1 CHECKS	87.75
1060	NTG, INC.						
I-51309	CORROSION TELEMETRY: 07/06	R	8/18/2006	33.15		001942	33.15
	*** VENDOR TOTALS ***					1 CHECKS	33.15
1110	NEWARK INONE						
I-13005804	SCAD/INSTRUMENTATION	R	8/18/2006	213.11		001943	213.11
	*** VENDOR TOTALS ***					1 CHECKS	213.11
1020	NEXTEL COMMUNICATIONS						
I-648652511-053	CELL PHONE SERV.: 06/09-07/08	R	8/04/2006	1,075.89		001896	1,075.89
	*** VENDOR TOTALS ***					1 CHECKS	1,075.89
1111	NICOR GAS						
I-200607310905	DPPS SERV.: 06/13/06-07/17/06	R	8/04/2006	146.80		001897	146.80
	*** VENDOR TOTALS ***					1 CHECKS	146.80

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1112	NORTH SHORE UNIFORM						
I-06-653	UNIFORMS	R	8/04/2006	1,434.23		001898	1,434.23
	*** VENDOR TOTALS ***					1 CHECKS	1,434.23
1395	OFFICE DEPOT						
I-345860323-001	OFFICE SUPPLIES	R	8/04/2006	28.64		001899	
I-346072036-001	OFFICE SUPPLIES	R	8/04/2006	101.93		001899	
I-346076691-001	OFFICE SUPPLIES	R	8/04/2006	387.88		001899	518.45
	*** VENDOR TOTALS ***					1 CHECKS	518.45
1038	ORR SAFETY						
I-INV0640163	SCADA/INSTRUMENTATION	R	8/18/2006	465.00		001944	465.00
	*** VENDOR TOTALS ***					1 CHECKS	465.00
1081	PATRICK ENGINEERING INC.						
I-20606.020-002	DB, ARCIMS & METADATA	R	8/18/2006	12,225.00		001945	12,225.00
	*** VENDOR TOTALS ***					1 CHECKS	12,225.00
1279	PETERS & ASSOCIATES						
I-28419	COMPUTER NETWORK SERVICES	R	8/18/2006	1,500.00		001946	1,500.00
	*** VENDOR TOTALS ***					1 CHECKS	1,500.00
1158	PETTY CASH - CUSTODIAN						
I-200608170922	PETTY CASH REIMBURSEMENT	R	8/18/2006	611.12		001947	611.12
	*** VENDOR TOTALS ***					1 CHECKS	611.12
1340	PREMIO, INC.						
I-125591 SL	1GB MEMORY	R	8/18/2006	204.00		001948	204.00
	*** VENDOR TOTALS ***					1 CHECKS	204.00
1039	QUILL CORPORATION						
I-8316455	OFFICE SUPPLIES	R	8/04/2006	17.09		001900	
I-8337590	OFFICE SUPPLIES	R	8/04/2006	112.00		001900	
I-8397625	OFFICE SUPPLIES	R	8/04/2006	154.92		001900	
I-8405410	OFFICE SUPPLIES	R	8/04/2006	4.99		001900	
I-8485826	OFFICE SUPPLIES	R	8/04/2006	57.45		001900	
I-8524301	OFFICE SUPPLIES	R	8/04/2006	80.24		001900	
I-8557345	OFFICE SUPPLIES	R	8/04/2006	369.52		001900	
I-8576386	OFFICE SUPPLIES	R	8/04/2006	62.90		001900	
I-8576387	OFFICE SUPPLIES	R	8/04/2006	35.09		001900	894.20

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1039	QUILL CORPORATION						
I-8660175	OFFICE SUPPLIES	R	8/18/2006	37.86		001949	
I-8661756	OFFICE SUPPLIES	R	8/18/2006	5.54		001949	
I-8730333	OFFICE SUPPLIES	R	8/18/2006	169.50		001949	
I-8797243	MAINTENANCE SUPPLIES	R	8/18/2006	119.80		001949	
I-8798772	OFFICE SUPPLIES	R	8/18/2006	182.69		001949	
I-8830386	OFFICE SUPPLIES	R	8/18/2006	38.82		001949	554.21
	*** VENDOR TOTALS ***					2 CHECKS	1,448.41
1137	ROSSI CONTRACTORS, INC.						
I-BOV-2 # 6	BOV-2: PARTIAL INVOICE # 6	V	8/04/2006	351,365.99		001901	351,365.99
M-CHECK	VOID CHECK	V	8/04/2006			001901	351,365.99CR
1137	ROSSI CONTRACTORS, INC.						
I-BOV-2 # 6	BOV-2: PARTIAL INVOICE # 6	R	8/04/2006	351,365.99		001911	351,365.99
	*** VENDOR TOTALS ***					1 CHECKS	351,365.99
1044	ROYAL GRAPHICS PRINTERS						
I-67681	BUSINESS CARDS - T. GUBBINS	R	8/18/2006	47.03		001950	47.03
	*** VENDOR TOTALS ***					1 CHECKS	47.03
1417	RENE SANCHEZ						
I-200608170923	DWC EMPLOYEE/FAMILY PICNIC	R	8/18/2006	400.00		001951	400.00
	*** VENDOR TOTALS ***					1 CHECKS	400.00
1393	SBC LONG DISTANCE						
I-200608090917	DPPS LONG DIST. SERV.: 07/06	R	8/18/2006	124.04		001952	124.04
	*** VENDOR TOTALS ***					1 CHECKS	124.04
1329	C. SEMRAD & ASSOCIATES						
I-200608170924	MANAGEMENT TRAINING	R	8/18/2006	2,278.00		001953	2,278.00
	*** VENDOR TOTALS ***					1 CHECKS	2,278.00
1043	SOOPER LUBE						
I-99631	VEHICLE MAINTENANCE: M-79697	R	8/04/2006	33.45		001902	
I-99663	VEHICLE MAINTENANCE: M-63638	R	8/04/2006	32.45		001902	
I-99667	VEHICLE MAINTENANCE: M-66159	R	8/04/2006	40.40		001902	106.30
	*** VENDOR TOTALS ***					1 CHECKS	106.30
1040	SPECIALTY MAT SERVICE						
I-350288	MAT SERVICE: 07/10/06	R	8/04/2006	61.90		001903	
I-352217	MAT SERVICE: 07/24/06	R	8/04/2006	61.90		001903	123.80
	*** VENDOR TOTALS ***					1 CHECKS	123.80

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1121	SPI ENERGY GROUP						
I-200608030912	ELECTRIC CONTRACT	R	8/04/2006	275.00		001904	275.00
	*** VENDOR TOTALS ***					1 CHECKS	275.00
1058	THYSSENKRUPP ELEVATOR CORP.						
I-954899	ELEVATOR MAINT. - 07/06-09/06	R	8/04/2006	660.00		001905	660.00
	*** VENDOR TOTALS ***					1 CHECKS	660.00
1046	TREE TOWNS REPRO SERVICE						
I-59103	CD IMPRINTING, DIGITAL SCAN	R	8/04/2006	36.66		001906	36.66
	*** VENDOR TOTALS ***					1 CHECKS	36.66
1244	UNIQUE TRAVEL SERVICE						
I-120638	NSC SAFETY EXPO	R	8/18/2006	339.60		001954	
I-120730	AWWA PSS - E. KAZMIERCZAK	R	8/18/2006	248.60		001954	588.20
	*** VENDOR TOTALS ***					1 CHECKS	588.20
1071	USAUTOMATION						
I-1250	EIM MOTORS	R	8/18/2006	2,499.00		001955	2,499.00
	*** VENDOR TOTALS ***					1 CHECKS	2,499.00
1404	VIKING AWARDS						
I-2265	COMMISSION LOGO	R	8/04/2006	60.00		001907	60.00
1404	VIKING AWARDS						
I-2362	PLAQUE	R	8/18/2006	141.40		001956	141.40
	*** VENDOR TOTALS ***					2 CHECKS	201.40
1131	VILLA PARK OFFICE EQUIPMENT						
I-17032	4 DRAWER VERTICAL FILES	R	8/04/2006	915.00		001908	915.00
	*** VENDOR TOTALS ***					1 CHECKS	915.00
1062	WASTE MANAGEMENT						
I-1489196-2008-5	REFUSE DISPOSAL	R	8/04/2006	281.49		001909	281.49
	*** VENDOR TOTALS ***					1 CHECKS	281.49
1010	WEST						
I-811848619	WESTLAW: 07/01/06-07/31/06	R	8/18/2006	355.58		001957	355.58
	*** VENDOR TOTALS ***					1 CHECKS	355.58
1412	WESTIN ENGINEERING, INC.						
I-25935B	LEX PUMP STA - DATASTREAM	R	8/04/2006	10,153.76		001910	
I-26240	DATASTREAM CMMS UPGRADE	R	8/04/2006	14,439.45		001910	
I-26241B	LEX PUMP STA - DATASTREAM	R	8/04/2006	30,069.91		001910	54,663.12

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK	AMOUNT	DISCOUNT	CHECK	CHECK
			DATE			NO	AMOUNT
1412	WESTIN ENGINEERING, INC.						
I-26074B	LEX PUMP STA - DATASTREAM	R	8/18/2006	17,731.92		001958	17,731.92
*** VENDOR TOTALS ***						2 CHECKS	72,395.04

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	101	5,461,463.21	11.66	5,461,474.87
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	1	351,365.99	0.00	351,365.99CR

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: IL	TOTAL	102	5,461,463.21	0.00	5,461,463.21
BANK: IL	TOTALS:		102	5,461,463.21	11.66	5,461,474.87
REPORT TOTALS:			102	5,461,463.21	11.66	5,461,474.87

SELECTION CRITERIA

VENDOR SET: 01-DUPAGE WATER COMMISSION
VENDOR: ALL
BANK CODES: IL

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 8/01/2006 THRU 8/31/2006
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
MANUAL ONLY: NO
