DuPage Water Commission

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

AGENDA

DuPAGE WATER COMMISSION
THURSDAY, JANUARY 11, 2007
7:30 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

I. Call to Order and Pledge of Allegiance

II. Roll Call

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

III. Public Comments (limited to 5 minutes per person)

IV. Approval of Minutes

A. Regular Meeting of December 14, 2006

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

RECOMMENDED MOTION: To approve the Minutes of the December 14, 2006 Regular Meeting of the DuPage Water Commission (Voice Vote).

B. Committee of the Whole Meeting of December 14, 2006

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

RECOMMENDED MOTION: To approve the Minutes of the December 14, 2006 Committee of the Whole Meeting of the DuPage Water Commission (Voice Vote).

V. Treasurer's Report – December 2006

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

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

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

VI. Committee Reports

A. Administration Committee

1. No meeting scheduled

B. Engineering & Construction Committee

1. Report of 1/11/07 Engineering & Construction Committee

2. Actions on Items Listed on 1/11/07 Engineering & Construction Committee

C. Finance Committee

1. Report of 1/11/07 Finance Committee

2. Actions on Items Listed on 1/11/07 Finance Committee

VII. Chairman's Report

VIII. Omnibus Vote Requiring Majority Vote

A. Resolution No. R-4-07: A Resolution Approving and Authorizing the Execution of the STARCOM21 User Agreement between the DuPage Water Commission and Motorola, Inc.

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

B. Resolution No. R-5-07: A Resolution Amending and Restating the Deferred Compensation Plan Established for the Benefit of the Employees of the DuPage Water Commission

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

C. Resolution No. R-6-07: A Resolution Awarding a Contract for the Installation of Security Doors at the DuPage Pumping Station

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

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

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

A. Resolution No. R-1-07: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with EN Engineering, LLC at the January 11, 2007, 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)

B. Resolution No. R-2-07: A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and Primera Engineers, LTD. for Professional Engineering Services

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

C. Resolution No. R-3-07: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the January 11, 2007, DuPage Water Commission Meeting

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

D. Resolution No. R-7-07: A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station

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

E. Resolution No. R-8-07: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Greeley and Hansen LLC at the January 11, 2007, DuPage Water Commission Meeting

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

F. Resolution No. R-9-07: A Resolution Approving and Authorizing the Execution of a Third Amendment to the Contract for Evaluation, Design, and Bidding of Electrical Generation Supply Facilities at the DuPage Pump Station

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

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).

X. Old Business

A. Approval of Fiscal Year 2007-2008 Capital Improvement Plan

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

RECOMMENDED MOTION: To approve the Fiscal Year 2007-2008 Capital Improvement Plan (Voice Vote).

XI. New Business

A. Approval of Purchase Order No. 10080 (Motorola Two-Way Radios)

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

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

RECOMMENDED MOTION: To suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 10080 in the amount of $76,938.50, plus shipping, to Motorola, Inc. (Roll Call).

B. Approval of Purchase Order No. 10073 (Mechanical Seals)

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

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

RECOMMENDED MOTION: To suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 10073 in the amount of $27,932.64 to Flowserve (Roll Call).

C. Change Meeting Time of February 8, 2007 Meeting

RECOMMENDED MOTION: To change the meeting time of the February 8, 2007 Commission meeting to 10:00 A.M. and the Committee meetings, if necessary, to 9:30 A.M. (Voice Vote).

XII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of $5,835.62 subject to submission of all contractually required documentation (Roll Call).

XIII. Executive Session

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

RECOMMENDED MOTION: To go into Executive Session to discuss 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)

DRAFT

MINUTES OF A MEETING OF THE DuPAGE WATER COMMISSION HELD ON THURSDAY, DECEMBER 14, 2006 600 E. BUTTERFIELD ROAD ELMHURST, ILLINOIS

The meeting was called to order by Chairman Rathje at 7:40 P.M.

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

Commissioners Absent: T. Feltes, G. Mathews, and W. Mueller

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

PUBLIC COMMENTS

Richard Furstenau, Naperville City Councilman, congratulated the Commission on working so hard towards deciding the best way to disburse reserve funds. Mr. Furstenau stated that he agrees with various Commissioners that the money should be used for water-related purposes only, such as defeasing the bonds and/or reducing the water rates.

Mr. Furstenau expressed his concern with the Commission having such a large amount in reserve when it could be used for a variety of things. It was further stated by Mr. Furstenau that the City of Naperville has a $350 Million annual budget with $20 Million set aside for a rainy day, in the event of an emergency. Mr. Furstenau concluded his remarks by noting the Board needs to make some major financial decisions, the reserve funds belong to the customers and therefore a water rate reduction (that, in the past, Naperville has always passed on to its customers) would be most appropriate, and the Commission's reduction of reserves needs to be accomplished as quickly as possible.

APPROVAL OF MINUTES

Commissioner Ferraro moved to approve the Minutes of the November 9, 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 November 2006 which showed receipts of $6,922,529.00, disbursements of $7,647,138.00, and a cash and investment balance of $141,452,546.00.

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

All voted aye. Motion carried.

COMMITTEE REPORTS

Committee of the Whole

General Manager Martin confirmed that a revised Capital Improvement Plan will be prepared for review at the January 2007 Board meeting, along with the Chicago Intergovernmental Agreement.

Commissioner Hartwig requested that the draft Committee of the Whole meeting minutes be distributed to the Commissioners as soon as possible in order to allow sufficient time for the Commissioners to thoroughly review the positions presented at the Committee of the Whole meeting.

Administration Committee

No meeting

Engineering & Construction Committee

No meeting

Finance Committee

No meeting

CHAIRMAN'S REPORT

Chairman Rathje reported that he has been appointed as a representative for DuPage County and General Manager Martin has been appointed as a representative for DuPage County Municipalities on the recently created Regional Water Supply Planning Group, which was formed as a result of the Northwestern Illinois Planning Commission's Water Supply Task Force.

MAJORITY OMNIBUS VOTE AGENDA

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

Majority Omnibus Vote

Ayes: E. Chaplin, R. Ferraro, L. Hartwig, W. Maio, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, and L. Rathje

Nays: D. Zeilenga

Absent: T. Feltes, G. Mathews, and W. Mueller

Item 1: Resolution No. R-45-06: A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission—"Majority Omnibus Vote"

Item 2: Resolution No. R-52-06: A Resolution Amending Resolution No. R-27-06, being "A Resolution Retaining C. Semrad & Associates for Human Resources Training and Consulting Services"—"Majority Omnibus Vote"

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

Commissioner Murphy 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 unanimously approved by a Roll Call Vote:

Super/Special Majority Omnibus Vote

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

Nays: None

Absent: T. Feltes, G. Mathews, and W. Mueller

Item 1: Resolution No. R-46-06: A Resolution Approving a Second Amendment to Task Order No. 11 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C.—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-47-06: A Resolution Approving a Second Amendment to Task Order No. 18 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C.—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-48-06: A Resolution Approving a First Amendment to Task Order No. 21 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C.—"Super/Special Majority Omnibus Vote"

Item 4: Resolution No. R-49-06: A Resolution Approving and Ratifying Certain Change Orders at the December 14, 2006, DuPage Water Commission—"Super/Special Majority Omnibus Vote"

Item 5: Resolution No. R-50-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Greeley and Hansen LLC at the December 14, 2006, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 6: Resolution No. R-51-06: A Resolution Amending Quick Response Electrical Contract (QRE-2/04)—"Super/Special Majority Omnibus Vote"

OLD BUSINESS

In response to Chairman Rathje request, General Manager Martin gave a brief summary of the Chicago Intergovernmental Agreement.

Commissioner Wilcox noted that since the Commission is not collecting any interest from their initial payment, the Commission's share of costs is greater than indicated.

NEW BUSINESS

None

ACCOUNTS PAYABLE

Commissioner Ferraro moved to approve the Accounts Payable in the amount of $4,077.80 subject to submission of all contractually required documentation. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: T. Feltes, G. Mathews, and W. Mueller

EXECUTIVE SESSION

None

Commissioner Maio moved to adjourn the meeting at 8:00 P.M. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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DRAFT

MINUTES OF A SPECIAL MEETING OF THE COMMITTEE OF THE WHOLE OF THE DuPAGE WATER COMMISSION HELD ON THURSDAY, DECEMBER 14, 2006 600 E. BUTTERFIELD ROAD ELMHURST, ILLINOIS

The meeting was called to order by Chairman Rathje at 6:11 P.M.

Commissioners in attendance: E. Chaplin, R. Ferraro, L. Hartwig, W. Maio, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga (as of 7:03 P.M.), and L. Rathje

Commissioners Absent: T. Feltes, G. Mathews, and W. Mueller

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

Chairman Rathje noted four major policy issues to be discussed: Defeasance; Reserves; Rates; and the Five Year Capital Improvement Plan. Due to scheduling conflicts, Chairman Rathje indicated the policy of whether to defease the Commission's outstanding bonds would be discussed first.

General Manager Martin introduced Tom Coomes of UBS Securities LLC to explain the financial implications of defeasing the Commission's outstanding bonds. Mr. Coomes explained that there is no economic advantage to defeasance in light of current market conditions and the yield restrictions that would be imposed by the Internal Revenue Code on any funds set aside for such defeasance. In Mr. Coomes' estimation, the forgone interest earnings would amount to approximately $13 Million—$6 Million on the General Obligation Bonds and $7 Million on the Revenue Bonds. Mr. Coomes concluded his remarks by noting that while there could be non-economic reasons for defeasing the Commission's outstanding bonds, the policies underlying those reasons were outside the realm of Mr. Coomes' expertise.

Commissioner Wilcox inquired whether the Commission could buy a Treasury Note to pay off the outstanding bonds, without legally defeasing them, to avoid yield restrictions. Staff Attorney Crowley cautioned that such an arrangement could still subject the Commission to the Internal Revenue Code yield restrictions and that Bond Counsel would have to be consulted before embarking on such a course of action.

Chairman Rathje then asked the Board if anyone was in favor of defeasing the bonds. Commissioners Ferraro, Hartwig, and Wilcox indicated they were not in favor of defeasing the Commission's outstanding bonds.

Commissioner Poole commented that he was in favor of defeasing the bonds because it would bring down the Commission's cash balance and thereby minimize the Commission's exposure to another legislatively-mandated diversion of Commission funds. Commissioner Poole further stated that lowering the water rate or offering a rebate back to the customers were other viable options.

Commissioner Chaplin stated that she is also in favor of defeasing the bonds and/or offering a rebate back to the customers so long as any such rebate were used for water purposes such as enhancing maintenance of customer wells and increasing the storage capacity of customer systems.

Commissioner Hartwig stated that he agreed with keeping the monies for water purposes, but stated that different customers have different needs and, therefore, he would rather implement a rate reduction instead of a rebate.

Commissioner Wilcox stated that he disliked the term rebate and it seemed more like a grant. That being the case, Commissioner Wilcox suggested consideration of a grant program or a combination of a water rate reduction and grant program.

Commissioner Murphy stated that defeasing the bonds was not in the best economic interests of the Commission and that he was not in favor of a rebate because of the adverse public perception of rebates and because rebates would be a less stable and short-term solution. Commissioner Murphy stated that he was therefore more in favor of a stable water rate reduction.

In response to Commissioner Murphy's question concerning the Commission's authority to use reserves in the manner suggested by the different Commissioners, Staff Attorney Crowley advised that the Commission was authorized to make rebates as it has in the past, as well as the authority to implement rate reductions. Ms. Crowley explained that authority for a grant program was less clear and, in any event, would have to be limited to funding infrastructure improvements to governmental customer water systems in unincorporated areas.

Commissioner Vrdolyak asked if customer rebates could be conditioned to require customers to use the rebated funds for water purposes. Staff Attorney Crowley advised that attaching conditions would be questionable, appearing less like a rebate which, by definition, is paying back or returning money, for example, because customers were overcharged/overpaid.

Commissioner Hartwig suggested that the Board establish a reserve policy first. Commissioner Hartwig reminded the Board that the water system is 20 years old, and with that comes the possibility of expensive replacement issues which the reserves would cover.

Chairman Rathje then opened the discussion on the reserve policy, noting staff had recommended a one-year operations reserve.

Commissioner Murphy stated that a one-year operations reserve was practically unheard of and, possibly, imprudent. Commissioner Murphy suggested instead a 3 or

6-month reserve with a $1.20 water rate (or lower as needed to achieve the desired reserve level).

Commissioner Poole stated that a 6-month operations reserve would be acceptable so long as the reserve did not include water purchases. In his estimation, that would amount to an approximately $20 Million reserve, which seemed reasonable to Commissioner Poole.

Commissioner Wilcox stated that he could agree with such a 6-month reserve, but also suggested that the Commission could limit itself to the reserves already required under the Commission's bond ordinances, which were conservatively developed by professionals. Commissioner Wilcox questioned the necessity of having a $20 Million unrestricted reserve in addition to the approximately $35 Million already required by the bond ordinances and set aside in a restricted account.

Commissioners Ferraro and Hartwig both suggested a 3-month operations reserve, which is what the Villages of Carol Stream and Addison have in place. General Manager Martin stated that a full 3-month reserve, including water purchases—or, $20 Million—could be adequate after completion of all or a substantial portion of the Five Year Capital Improvement Plan projects.

Commissioner Vrdolyak expressed his discomfort with simply picking a number at random and asked if there is an industry standard regarding replacement issues. General Manager Martin stated that, due to the age of the Commission's system, a replacement fund study would not be necessary for approximately three more years. General Manager Martin did, however, believe that $20 million for an unrestricted reserve was adequate.

Commissioner Wilcox suggested hiring an engineering firm, every four years, to evaluate the system and provide replacement funding recommendations.

Commissioner Poole advised that the financial projections were replete with additional reserves, citing the $5 Million per year in unidentified new construction, the $25-$30 Million construction reserve based upon 2% of the ENR adjusted cost of the initial system; and the restricted reserves required by the bond ordinances. Commission Poole then distributed materials that he prepared detailing Unrestricted Cash Balance - DuPage Water Commission; Wholesale Water Rate w/ and w/out $20M Cash Rebate.

Commissioner Maio suggested that the Board needed time to thoroughly digest all options presented in order to make an appropriate decision, including the materials prepared by Commissioner Poole.

Chairman Rathje then opened the discussion on the rate policy.

Commissioner Murphy noted that with the proposed new $20 Million unrestricted reserve, the water rate needed to be further reduced or a rebate needed to be declared to be consistent.

General Manager Martin stated that he would like to recalculate the water rate reduction from $1.30 to $1.20 to be presented at the January 2007 Commission meeting.

Commissioner Zeilenga arrived at 7:03 P.M.

Commissioner Wilcox stated his preference for an initial rate reduction with an intended and gradual rate increase (e.g. 2% per year) to wean customers off the historically low, flat rate.

After General Manager Martin stated that the customers need to know what the projected water rate is in order to set their budgets accordingly, it was further stated that the City of Chicago's water rate has increased annually by 3%, and the General Manager offered to prepare various charts to show the effect of various rate changes.

Chairman Rathje then opened the discussion on the Five Year Capital Improvement Plan.

General Manager Martin introduced Cuneyt Feizoulof from Camp Dresser & McKee to address any questions regarding the Value Engineering Study in relation to the proposed electrical generation facilities at the Lexington Pumping Station.

In response to Commissioner Wilcox's questions regarding the total generating capacity of the proposed facilities, Mr. Feizoulof explained that the number of generators at the Lexington Pumping Station could not be reduced to the extent indicated in the Value Engineering Study because of the power needed to start the motors. Mr. Feizoulof explained that even though the design standard was to supply average critical winter demand only, approximately 80 MGD, the total capacity is approximately 100 MGD. Mr. Feizoulof noted, however, that cutting back to three generators would reduce capacity to approximately 70 MGD, which would be insufficient to supply average critical winter demand.

General Manager Martin added that staff intended for the Commission to purchase, on its own, a portable fifth generator for the DuPage Pumping Station and for deployment to the Lexington Pumping Station when one of the permanent generators is taken out of service for maintenance or repair.

Commissioner Maio questioned why staff is not considering going with several portable generators due to the cost savings stated in the Value Engineering Study. General Manager Martin advised that the City of Chicago was not in favor of portable generators for maintenance reasons. General Manager Martin further stated that the generators will be in a separate building and would be easier to maintain.

Commissioner Wilcox confirmed that the only change in the Capital Improvement Plan from last year was not to go forward with building another reservoir at the DuPage Pumping Station and the addition of the solar panels at the Lexington Pumping Station for the photovoltaic system. General Manager Martin confirmed the changes.

Commissioner Poole questioned why it was necessary to realign Cadwell Avenue if the reservoir was not being built. General Manager Martin explained the realignment was necessary to secure (fence) the site after relocating utilities from the interior roadway into the realigned Cadwell Avenue.

Commissioner Chaplin asked why the additional reservoir at the DuPage Pumping Station was removed from the plan. Commissioner Wilcox responded that the additional reservoir might make more sense in the future if and when off-peak discounted electrical rates were eliminated. Commissioner Poole suggested, and it was the consensus of the Commissioners present, to keep the additional reservoir in the plan but move the timing of it to FY 16-17 or FY 17-18.

Commissioner Chaplin asked who is responsible for the cost of installation and maintenance of the photovoltaic system. With respect to cost of installation, General Manager Martin responded that the Commission and the City will share equally in the first $8 Million, with the City picking up 100% of the cost over and above $8 Million. With respect to maintenance costs, General Manager Martin responded that the City of Chicago will be responsible for maintenance, with each party paying 50% of the cost of such maintenance as is the case with all other maintenance at the station.

In response to General Manager Martin's comment that the City will reimburse the Commission monthly for the City's share of the cost of the design and construction of the electrical generation facilities through a 10% credit against Commission water purchases from the City over an approximately four-year period, Commissioner Vrdolyak questioned if the City could raise its water rates to offset its share of the costs of the project. General Manager Martin advised that under the existing water supply contract with the City, the City cannot raise the Commission's rates unless the same rate increase is made for the City's own residents.

Commissioner Poole asked whether the Commission would obtain at least the same proportionate benefit from the installation of the photovoltaic system as its cost participation. General Manager Martin responded in the affirmative because the electricity generated by the photovoltaic system would be used solely for the operation of the Lexington Pumping Station, the Commission pays approximately 80% of the electrical costs to run the station (depending upon water levels in the tunnel) and, therefore, the Commission should obtain approximately 80% of the savings realized.

Commissioner Maio confirmed that the City of Chicago controls the maintenance costs and the Commission pays 50% of those costs.

With respect to the $5 Million per year in unidentified new construction contained in the financial projections prepared by staff, Commissioner Chaplin stated that that amount appears excessive. General Manager Martin stated that a $5 Million per year contingency for unidentified improvements to a ½ Billion dollar system seemed reasonable. Commissioner Chaplin then questioned why such expenditures could not be more specific. Commissioner Poole agreed with Commissioner Chaplin, at least with respect to the first five years covered in the financial projections.

Commissioner Wilcox asked staff to report back to the Board with some concrete numbers based upon the evenings discussions and the Board could then decide the best way to utilize Commission funds.

Commissioner Ferraro complimented staff on its preparation and reminded the Commissioners that it was the Board that needed to make the final decisions.

Commissioner Hartwig moved to adjourn the meeting at 7:32 P.M. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Committee of the Whole/COW0612.doc

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

	CURRENT MONTH			YEAR TO DATE		
	FY 2007	FY 2006	INC - (DEC)	FY 2007	FY 2006	INC - (DEC)
REVENUE						
WATER SALES	$ 3,357,622	3,952,232	(594,610)	31,619,126	36,293,161	(4,674,035)
SALES TAX	2,947,649	2,929,691	17,958	24,292,050	22,574,213	1,717,837
INVESTMENT INCOME	325,966	286,737	39,229	3,848,803	2,997,016	851,787
OTHER INCOME	-	-	-	132	210	(78)
TOTAL REVENUE	6,631,237	7,168,660	(537,423)	59,760,111	61,864,600	(2,104,489)
EXPENDITURES						
PERSONAL SERVICES	299,149	258,727	40,422	1,958,391	2,092,341	(133,950)
PROFESSIONAL SERVICES	1,462	2,714	(1,252)	110,556	34,145	76,411
CONTRACTUAL SERVICES	38,020	35,552	2,468	308,180	337,541	(29,361)
INSURANCE	2,187	-	2,187	675,316	616,715	58,601
WATER SUPPLY COSTS	3,217,209	3,168,887	48,322	34,412,424	35,252,866	(840,442)
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	16,078,513	18,493,319	(2,414,806)
LAND AND RIGHT OF WAY	-	-	-	100	-	100
CAPITAL EQUIPMENT PURCHASES	125,123	133,822	(8,699)	175,481	1,809,389	(1,633,908)
TOTAL EXPENDITURES	3,683,150	3,599,702	83,448	53,718,961	58,636,316	(4,917,355)
TRANSFER TO OTHER GOVERNMENTS	-			15,000,000	15,000,000	
NET INCREASE / (DECREASE) IN FUNDS	2,948,087	3,568,958	(620,871)	(8,958,850)	(11,771,716)	2,812,866

FUNDS CONSIST OF:	DECEMBER 31, 2006	DECEMBER 31, 2005	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT MB FINANCIAL LOCK BOX	701,457	3,319	698,138
CASH AT HARRIS BANK	63,731	3,066	60,665
TOTAL CASH	773,514	14,711	758,803

	DECEMBER 31, 2006	DECEMBER 31, 2005	% CHANGE			
ILLINOIS FUNDS MONEY MARKET	49.83%	16.09%	195.0%	71,885,188	24,371,280	47,513,908
ILLINOIS FUNDS PRIME FUND	18.57%	16.85%	5.0%	26,792,351	25,509,267	1,283,084
GOVERNMENT MONEY MARKET FUNDS	0.18%	0.01%	1470.1%	265,998	16,942	249,056
U. S. TREASURY INVESTMENTS	13.04%	11.83%	5.0%	18,805,627	17,907,348	898,279
U. S. AGENCY INVESTMENTS	0.00%	37.72%	-100.0%	-	57,123,426	(57,123,426)
CERTIFICATES OF DEPOSIT	18.38%	17.50%	0.0%	26,500,000	26,500,000	-
TOTAL INVESTMENTS	100.00%	100.00%		144,249,164	151,428,263	(7,179,099)
TOTAL FUNDS				145,022,678	151,442,974	(6,420,296)

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

DATE: January 4, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving and Authorizing the Execution of the STARCOM21 User Agreement between the DuPage Water Commission and Motorola, Inc. Resolution No. R-4-07	**APPROVAL**	

Account No. 01-60-6514.03

Resolution No. R-4-07 would approve and authorize the execution of the STARCOM21 User Agreement between the DuPage Water Commission and Motorola, Inc. for access to the Motorola, Inc. owned and operated statewide trunked-digital voice radio network, commonly referred to as the STARCOM21 Network ("STARCOM21").

The Commission is currently utilizing the Illinois State Police ("ISP") owned and operated 800 MHz radio system for its two-way radio communication needs. The ISP is currently in transition of decommissioning its radio system and moving its own communication needs over to STARCOM21. The transition to STARCOM21 will result in the ISP's radio system going out of service and no longer being available. This transition will take several months and is expected to be completed by early spring 2007. Exact dates are not available at this time.

The Commission needs reliable two-way communications between field operated vehicles and the pumping station and within the pump station and its on-site facilities. The STARCOM21 system is leased to the State of Illinois and was designed to include the Commission's radio needs. Commission staff has tested the STARCOM21 system using loaner portable radios from Motorola at many of its remote facilities and pump station facilities with good results.

The monthly fee for access to the STARCOM21 network is fixed at $53.00 per radio per month for 10 years. This is the same fee structure as is in place for the ISP and any other agency using the STARCOM21 network. At the present time, the Commission will have 18 radios using the system at an annual budgeted cost of $11,448.00.

MOTION: To approve Resolution No. R-4-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-4-07

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF THE STARCOM21 USER AGREEMENT BETWEEN
THE DuPAGE WATER COMMISSION AND MOTOROLA, INC.

WHEREAS, the DuPage Water Commission (the "Commission") is currently utilizing the Illinois State Police ("ISP") owned and operated 800 MHz radio system for its two-way radio communication needs; and

WHEREAS, the ISP owned and operated 800 MHz radio system is scheduled to be decommissioned and will be out of service in the spring of 2007; and

WHEREAS, the Commission needs reliable radio communication in and around DuPage County and along the routes of the Commission's supply lines in west central Cook County; and

WHEREAS, the Commission needs reliable radio communication that operates within the DuPage Pumping Station and facilities on the pumping station site; and

WHEREAS, the Commission needs reliable radio communication between vehicles off site and the DuPage Pumping Station and within remote structures; and

WHEREAS, Motorola, Inc. owns and operates under lease with the State of Illinois a statewide trunked-digital voice radio network, commonly referred to as the STARCOM21 Network ("STARCOM21"), that the Commission desires to access for its radio communication needs; and

WHEREAS, the Commission staff have found and determined that it is in the best interest of the Commission that the STARCOM21 User Agreement with Motorola, Inc. for such access be approved and that the execution of such a user agreement be authorized;

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

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

SECTION TWO: The STARCOM21 User Agreement by and between Motorola, Inc. and the DuPage Water Commission, 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, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the STARCOM21 User Agreement, in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager. Upon execution by the General Manager, the user agreement, 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 _____, 2007.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-4-07.doc

EXHIBIT 1

STARCOM21 USER AGREEMENT

THIS STARCOM21 USER AGREEMENT including all Attachments hereto (the "User Agreement") is made as of January 4th, 2007 (the "Effective Date") by and between Motorola, Inc., a Delaware Corporation ("Motorola"), and **DuPage Water Commission** ("User"). No modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by each of the Parties hereto.

Introduction

In 2001, Motorola and the State of Illinois ("State") entered into Master Contract #TCVS1500, as amended January 15, 2005, hereinafter referred to as the "Master Contract" pursuant to which the State agreed to lease from Motorola, and Motorola agreed to build, own and operate, a statewide, trunked-digital voice radio network for the Illinois State Police ("ISP"). As part of that contract, the parties agreed that the network, commonly referred to as the STARCOM21 Network ("STARCOM21") had to have the capability of being expanded consistent with the Public Safety Wireless Network ("PSWN") for use by other federal, state and local agencies. The Master Contract is an indefinite quantity, non-exclusive master contract established for the use of the ISP and various other State agencies, universities, boards, authorities and commissions (collectively "State Users"), and is also established for the use of federal, county and local governmental agencies.

The Parties agree that the User Agreement shall be the vehicle that will be utilized to identify the terms and conditions that non-State Users will agree to in order to be able to access STARCOM21. Motorola is obligated in the Master Contract to provide certain levels of performance, and this User Agreement coordinates the rights and responsibilities of the parties in compliance with the Master Contract's performance requirements.

Pursuant to the Master Contract, Motorola is required, under the direction, guidance and oversight of the State, to supervise the day-to-day operations of STARCOM21 and maintain, and oversee, STARCOM21's performance, coverage, functionality, availability, and reliability requirements. Once additional governmental entities join STARCOM21, the State is required to establish an Oversight Committee. That Oversight Committee will govern the manner in which STARCOM21 is used by governmental entities. Finally, the State and Motorola are required to develop a joint STARCOM21 management, supervision, and reporting administration plan for STARCOM21.

Consistent with the foregoing, Motorola and User agree that in exchange for User being allowed access to STARCOM21, that User and Motorola shall be governed by the terms of this User Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Motorola and User hereby covenant and agree as follows:

1. DEFINITIONS:

ISP: Illinois State Police. The ISP provides common communication channels to county and local law enforcement agencies including VHF frequencies known as "ISPERN' and "IREACH" and its inter-jurisdictional radio communications known as "HF-4". STARCOM21 will incorporate and supplement these frequencies by interfacing the frequencies to ISP dispatch consoles.

ISPERN: Illinois State Police Emergency Radio Network is a dedicated VHF high-band radio channel established in 1965 to provide interagency communications capability to municipal, county, State, and Federal law-enforcement agencies to facilitate coordination of operations, wide-area dissemination of criminal or traffic offense information, and officer safety, and shall be integrated with STARCOM21.

IREACH: Illinois Radio Emergency Assistance Channel is a dedicated radio channel, 155.055 MHz, used for coordination of official public-safety activities by State or local agencies, including police, fire, EMS, IEMA, highway maintenance and natural resources, and shall be integrated with STARCOM21.

STARCOM21: Statewide, leased, trunked, digital voice mobile radio system being made available to the State by Motorola in compliance with the features, statewide coverage requirements, system performance, grade of service and reliability and other requirements set forth in the STARCOM21 Master Contract between Motorola and the State. As part of the Master Contract, Motorola is required to deploy, install and commission an infrastructure comprised of at least 169 tower sites or other "high" repeater sites, outfitted with fixed radio and transport equipment. The infrastructure will utilize the radio trunking control protocol conforming to the Association of Public Safety Communications Officials ("APCO") Project 25 common air interface ("CAI") standard. Subscriber services and user equipment must conform to APCO P25 standards for functionality, interoperability and construction.

2. ACCEPTANCE

This document, including the preceding clauses and any attachments, will become a contract when accepted in writing by an authorized employee of Motorola and an authorized signatory of the User. It is agreed that services will be provided only on the terms and conditions herein.

3. SERVICES AND USER FEES

3.1 User requests, and Motorola agrees to provide, the additional services at the fees detailed on Attachment A that are unique to User and that do not conflict or limit Motorola's ability to meet its obligations to the State under the Master Contract. User and Motorola understand and agree that User shall load on the system the radios specified in Attachment A pursuant to the schedule set forth in that attachment (User may load the specified radios onto the STARCOM21 Network in advance of the schedule with prior written approval of Motorola). The parties will execute Attachment A at the time this User Agreement is executed. Further, the parties may, from time to time, execute updated version(s) of Attachment A and in such event the most recently executed version of Attachment A shall supersede all previously executed versions.

3.2 User understands and agrees that any and all programming of User equipment or other related expenses associated with the service provided to User under this User Agreement shall be the responsibility of and paid for by User. Any incompatibility resulting from equipment provided by User shall be at User's sole risk, responsibility and expense. Motorola agrees to take no action that would result in programming or reprogramming of User equipment prior to discussing such action with User.

3.3 User agrees that to be eligible for State pricing, they are limited to the functional capabilities of what STARCOM21 has to offer at the time of final system acceptance. User agrees that all terms and conditions of the Master Contract are applicable. In the event User cannot or is not willing to be limited to the functional capabilities of STARCOM21 or is unable or unwilling to accept the terms and conditions of the STARCOM21 Agreement, then it may enter into a separate agreement with Motorola which may include provision of additional services and enhancements to STARCOM21. Any such

agreement between Motorola and the User will ensure that STARCOM21 is not adversely affected in accordance with all terms and conditions of the Master Contract and User specifically acknowledges that Motorola is managing STARCOM21 on behalf of the State of Illinois and is only authorized to provide access to non-State Users in accordance with its obligations under the Master Contract. To the extent that any User authorizes Motorola to use its resources in connection with STARCOM21 (e.g. frequencies, towers, sites, etc.) all State Users shall be entitled to use such resources in connection with their use of STARCOM21. The provisions of this paragraph 3.3 are subject to the following requirements:

a. Any expansions of STARCOM21 to accommodate radio communication needs for authorized, non-State users cannot compromise or degrade STARCOM21's initial functionality and performance, service level (i.e. "Grade of Service"), availability, and radio coverage for existing State Users. Motorola will be required to provide State users access to any additional working channels or sites deployed to expand STARCOM21 at no additional cost to the State although Motorola will be entitled to give priority to non-State users on the frequencies those non-State users control.

b. Participating agencies that have patching requirements will need to have such requirements reviewed and approved by the Motorola System Manager and, if applicable, the Oversight Committee. Approval of additional patching is contingent on the impact that the patches will have on the Grade of Service for existing network users.

The use of vehicular repeaters on STARCOM21 is contingent on spectrum availability and will need to be reviewed by the Motorola System Manager and, if applicable, the Oversight Committee.

User further understands certain talk group prioritization of non-first responder public safety users may occur.

4. REGULATORY ISSUES

4.1 It shall be the responsibility and obligation of User to seek all approvals including federal, state, county, muuicipal or other governmental authority having jurisdiction over User in order to enter into this User Agreement.

4.2 User understands that numerous entities, including, without limitation, public safety users and special emergency users, will utilize STARCOM21. Motorola agrees that it will not add users to STARCOM21 in a way that would be detrimental to User's use and enjoyment of the system.

4.3 User understands that pursuant to Federal Communications Commission (FCC) rules, only certain entities are qualified to utilize STARCOM21. User represents and warrants that it will meet all FCC eligibility requirements to utilize STARCOM21 during the term of this User Agreement. User represents, warrants and covenants on the date hereof and throughout the term of this User Agreement that it is, and will remain, qualified to utilize STARCOM21 and that it meets, and will continue to meet, all such FCC eligibility requirements. If for any reason User finds that it is not in compliance with FCC regulations, it shall immediately notify Motorola in writing, (but under no circumstances exceeding 14 days) and outline a course of action to come into compliance within a reasonable period of time. Motorola shall acknowledge receipt of such compliance issue and agrees to assist User to abate the non-compliance issue.

4.4 User understands and acknowledges that some or all of the licenses pursuant to which STARCOM21 operates are held by other agencies, who are also Licensees. For purposes of this User

Agreement, a Licensee is defined as a qualified agency that owns its own frequencies and agrees to allow those frequencies to be utilized on STARCOM21 by STARCOM21 participants. User acknowledges that all shared transmitter use must be subject to Licensees' control. User understands there may be significant consequences to Motorola and other STARCOM21 Users should access to and use of such transmitters be unreasonably withheld by a Licensee.

4.5 User understands that Motorola and/or the Licensees can discontinue service, remove one or more licenses from STARCOM21, or take any other steps that they reasonably believe are in the best interests of STARCOM21or that may be necessary to comply with any federal, state, or local law, order, or directive. Any such action shall not give rise to any claim on the part of User against Motorola or the Licensees unless said action has a detrimental effect on the User. Motorola shall provide written notice to User of any action under this paragraph no less than 90 days prior to taking such action unless otherwise required by law.

5. TERM

5.1 Unless otherwise provided in Attachment A, this User Agreement will remain in full force and effect for a period of one (1) year from the Effective Date. After such one (1) year period, it shall automatically renew for additional one (1) year periods unless either party notifies the other party in writing of its intent not to renew at least ninety (90) days prior to the end of the then current term.

5.2 In the event any frequency authorization held by User, Motorola, or any other Licensee under which STARCOM21 operates is revoked by the FCC, then Motorola may elect to terminate this User Agreement without any liability to Motorola or the Licensees, upon written notification from Motorola to User.

6. ASSIGNMENT SUBCONTRACT

User may not assign its rights or delegate its duties hereunder in whole or in part without the express written consent of Motorola. Motorola may assign its rights, delegate or subcontract its duties hereunder in whole or in part consistent with Motorola's obligations under the Master Contract, provided that written notice is given to User no less than ninety (90) days prior to assignment

7. ADDITIONAL UNITS

If User is not in default, then at any time during the term of this User Agreement or any renewal period hereof, service will be provided for additional radios ordered by the User, up to the total number of additional radios specified in Attachment A, and according to the terms of Attachment A.

8. COVENANTS OF USER

User agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC, and (b) to operate its radios and any related equipment so as not to cause undue interference with any other users using STARCOM21. Motorola reserves the right to temporarily suspend service to specific radio users subsequent to notification of the User due to harmful interference or disruptive radio use created by such individual User. User recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from

time to time and that, accordingly, Motorola may propose modifications to this User Agreement to comply with any such changes in FCC requirements, and User shall not unreasonably withhold approval of such changes.

9. COVERAGE

9.1 STARCOM21 coverage prediction is based on the knowledge of the propagation of radio signals and the ways in which they are attenuated as they travel through the atmosphere, over terrain, through trees, around buildings, and around various obstacles. Predicted coverage is dependent on many factors including the following: (1) transmitter power; (2) receiver sensitivity; (3) antenna gains; (4) transmission line loss; (5) antenna height; (6) noise; (7) tree density; (8) buildings; (9) terrain variations; and (10) atmospheric conditions. Coverage is also dependent on User factors including: (1) antenna type and location; (2) radio programming; (3) battery condition of portables; (4) maintenance of the radio; and (5) firmware version.

9.2 User acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Testing and experience with actual field conditions indicate adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at any time. Such events are beyond the reasonable control of Motorola and the Licensees. Other causes beyond the reasonable control of Motorola and the Licensees include but are not limited to motor ignition and other electrical noise that could be minimized by corrective devices at User's expense.

10. DEFAULT AND REMEDIES

10.1 If (a) User fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by Motorola to User or (b) User defaults under a System Management Agreement or similar agreement whereby User contracts with Motorola for management services for User's FCC license(s) in conjunction with STARCOM21 and such default continues beyond any applicable cure period, then the User shall be deemed in default under this User Agreement.

10.2 In the event of default hereunder, Motorola has the right, at its option, to immediately terminate this User Agreement, retain all payments made hereunder, deny User any service provided by the radio system or systems identified herein, and impose a separate charge for disconnect and a separate charge for reconnect expenses, each in an amount reasonably determined by Motorola. If disconnect takes place, User may also be subjected to additional costs for reprogramming its equipment in an amount reasonably determined by Motorola. Each and all of the rights and remedies of Motorola hereunder are cumulative to, and not in lieu of, each and every other such right and remedy and every other right and remedy afforded by law and equity. In the event that Motorola determines that it is necessary to exercise the rights above, then Motorola will provide User written notice of its intention to exercise such right and provide ninety (90) days notice prior to the exercise of such right.

11. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES

WITH RESPECT TO ANY EQUIPMENT WHICH MAY BE USED CONSISTENT WITH THIS USER AGREEMENT TO ACCESS THE STARCOM21 SYSTEM, MOTOROLA HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS

OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH SUCH EQUIPMENT (WHETHER PURCHASED OR LEASED BY USER FROM MOTOROLA OR FROM A THIRD PARTY), INCLUDING BUT NOT LIMITED TO ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. INTERRUPTION OF SERVICE; FORCE MAJEURE

Notwithstanding any other provision of this User Agreement, neither Motorola nor the Licensees shall be liable to User or any other person for any loss or damage, regardless of cause, for interruption or loss of radio service except as described in Section 13 hereof. Motorola and the Licensees do not assume and shall have no liability under this User Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of Motorola and/or the Licensees or their agents, employees or contractors, including without limitation, matters listed in Section 8, acts of God, acts of a public enemy, acts or failures to act on the part of any third party, acts by civil or military authority, governmental priorities, strikes or other labor disturbances; earthquakes, fires, floods, epidemics, embargoes, war or riot. In the event of any failure or delay attributable to the fault of Motorola, the Licensees or their agents, employees or contractors, User's sole remedy shall be limited as is more fully described in Section 13 below.

13. LIMITATIONS OF LIABILITY; INDEMNIFICATION

13.1 User acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. Motorola shall not be liable to User for any claims, loss, damages or cost that may result from lack of privacy on STARCOM21.

13.2 Motorola shall not be liable for any damage, accident, injury or the like occasioned by the use of the radio service or the presence of equipment, including 700 or 800 MHz radio handsets and other devices, facsimile units, and ancillary equipment of User and/or Motorola, except as provided herein.

13.3 Motorola shall not be liable for any defacement or damage to User's motor vehicle(s) or any personal or real property resulting from the presence of 700 or 800 MHz radio and ancillary equipment.

13.4 The liability of Motorola in connection with the service provided is subject to the foregoing limitations and Motorola and the Licensees make no warranties of any kind, expressed or implied, as to the provision of such service.

13.5 User acknowledges and agrees that neither Motorola or the Licensees shall have any liability or obligation to user under this User Agreement for losses or damages of any kind related to such equipment, including without limitation, personal injury or death, losses or damages in either contract or tort, special, incidental, or consequential damages of any kind, including loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind, whether or not caused by Motorola's or the Licensee's negligence, to the full extent same may be disclaimed by law.

13.6 Except for Personal Injury, Death or Property Damage caused by the negligent acts or omissions, gross negligence or reckless misconduct by either party arising from this User Agreement, the parties agree that in no event shall their liability to the other in this agreement exceed the total value of the

User fees and services identified in Attachment A. User does not waive any of its protection under the Local Government and Governmental Employees Tort Immunity Act.

13.7 Nothing contained in Section 13 is intended to supersede or conflict with any provisions contained in any applicable agreements between Motorola and User as such agreements relate to equipment that will be utilized by user in connection with STARCOM21.

14. NOTICES

Any notice or demand required or permitted to be given or made hereunder shall be given or made by certified or registered mail to the addresses shown immediately below the signature of the parties' signatory to this Agreement.

15. WAIVER

Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

16. GENERAL

In the event of a conflict between the obligations of Motorola to the User under this User Agreement and the obligations of Motorola to the State under the Master Contract, the obligations of Motorola to the State will take precedence over those to User hereunder. No revision of this User Agreement, including any attachments hereto, shall be valid unless made in writing and signed by an authorized employee of Motorola, as system manager, and an authorized agent of User. This User Agreement constitutes the entire agreement of the parties and shall supersede all prior offers, proposals, negotiations and agreements, except where incorporated into or referenced by this Agreement. If any provision of this User Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this User Agreement shall not be affected thereby. This User Agreement is exclusively for the benefit of the parties hereto and shall, under no circumstances, be deemed to benefit any other party whatsoever. This User Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

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IN WITNESS WHEREOF, User and Motorola, by and through their authorized representatives, have made and executed this User Agreement.

FOR: _____

By: _____

Title: _____

Date: _____

Tel.: _____
After Hours Tel: _____
Address:

Copy to:

FOR: MOTOROLA, INC., a Delaware Corporation

By: _____

Title: _____

Date: _____

Address:
Motorola, Inc.
Law Department - Networks & Enterprise
Attn.: Commercial Attorney
Fax: (847) 576-0721

Copy to:
Motorola, Inc.
StarCom21 System Manager
1309 E. Algonquin Road
Schaumburg, IL 60196

ATTACHMENT A

THIS ATTACHMENT A to the STARCOM21 USER AGREEMENT entered into by and between Motorola, Inc., through its Networks & Enterprise division ("Motorola"), a Delaware corporation, **_DuPage Water Commission_** ("User") and the Licensees (defined above) is initially executed at the same time and is effective on the same date as the terms of the User Agreement. In the event of a conflict between the terms of Attachment A and the User Agreement, the terms of Attachment A shall control, except for the provisions of Sections 10, 11 and 12 which shall always control unless specifically amended by the parties. Further, the parties may, from time to time, execute updated version(s) of Attachment A and in such event, the most recently executed version of Attachment A shall supersede all previously executed versions.

Fees

Annual Fee shall be $11,448.00 for 18 radios. The monthly rate is $53.00 per unit. The system can accommodate at least ten more units. Any partial year will be prorated. There shall be no airtime charges assessed against the **DuPage Water Commission**.

This User Agreement will remain in full force and effect for a period of one (1) year from the Effective Date After such one (1) year period, it shall automatically renew for nine (9) additional one (1) year periods unless either party notifies the other party in writing of its intent not to renew at lease ninety (90) days prior to the end of the then current term.

Full STARCOM21 System Management Services

The Fee includes System Management Services to be provided by Motorola, specifically local and centralized support, fault management, hardware repair, and software refresh on infrastructure. Motorola's Network Management process will improve system availability, facilitate rapid restoration, provide proactive monitoring and remote diagnostic capabilities, and dispatch field support as required. Pre-defined and tested procedures include issue accountability and call closeout.

- Shared Access, Maintenance, and System Upgrades of the Master Site – MSO (Zone Controller)

- 24x7 Maintenance of the RF Site infrastructure.
    - On-site Response
    - Depot Repair
    - Remote Monitoring
    - HVAC Maintenance (of STARCOM21 sites)
    - Generator, Battery, UPS Maintenance (of STARCOM21 sites)
    - Generator Fuel
    - Antenna System Maintenance

- Telco leased line – Site Connectivity
  - As part of the STARCOM21 fee Motorola will provide connectivity to the STARCOM21 sites.

- Subscriber Maintenance
  - Subscriber hardware maintenance is not included in the above referenced annual fee. Optional
  - Motorola will not provide the software upgrades for subscribers.
  - Motorola will not provide installation of hardware upgrades as part of the annual fee as currently quoted

- Software Maintenance
  - Motorola will provide a Software Subscription Agreement (SSA) as part of the annual fee. The SSA includes updating software on the MSO and remote site equipment. Motorola will provide hardware upgrades as required to the MSO but will not be responsible for any **DuPage Water Commission** owned hardware upgrades that may be required to the **DuPage Water Commission** owned infrastructure or subscriber units.
  - Motorola agrees not to make any software or hardware changes to the MSO which would require upgrades to the infrastructure without sufficient advance notification to **DuPage Water Commission**.

DATE: January 4, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Finance
ITEM	A Resolution Amending and Restating the Deferred Compensation Plan Established for the Benefit of the Employees of the DuPage Water Commission Resolution No. R-5-07	**APPROVAL**	

Account Number: 01-2110

Resolution No. R-5-07 would approve amendments to the Commission's Deferred Compensation Plan to provide additional plan flexibility in accordance with the ICMA-RC's model. The proposed changes to the Plan are:

1) Employees may contribute to the Plan from compensation, including sick, vacation and back pay, within 2 ½ months following severance of employment.

2) Employees whose employment is interrupted by military service may contribute amounts equal to what they could have deferred while on military service.

3) Employees who have reached 70 ½ and are still actively employed may request distribution of all or any portion of their account balance.

MOTION: To approve Resolution No. R-5-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-5-07

A RESOLUTION AMENDING AND RESTATING THE DEFERRED COMPENSATION PLAN ESTABLISHED FOR THE BENEFIT OF THE EMPLOYEES OF THE DuPAGE WATER COMMISSION

WHEREAS, the DuPage Water Commission (the "Commission") has employees rendering valuable services; and

WHEREAS, pursuant to Resolution No. R-79-88 as amended by Resolution No. R-54-96, the Commission established a Deferred Compensation Plan (the "Plan") for such employees that serves the best interest of the Commission by enabling the Commission to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of qualified personnel; and

WHEREAS, the Commission has determined that the continuance of the Plan administered by the ICMA Retirement Corporation pursuant to Resolution No. R-79-88 as amended by Resolution No. R-54-96 serves these objectives; and

WHEREAS, amendments to the Internal Revenue Code have been enacted that require changes to the structure of, and allow enhancements of the benefits of, the Plan adopted pursuant to Resolution No. R-79-88 as amended by Resolution No. R-54-96;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission.

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

SECTION TWO: The Plan adopted pursuant to Resolution No. R-79-88 as amended by Resolution No. R-54-96 shall be and it hereby is further amended and restated in its entirety so that the Plan shall hereafter be and read as set forth in the ICMA Retirement Corporation Deferred Compensation Plan and Trust Document attached hereto and by this reference incorporated herein and made a hereof as Exhibit 1.

SECTION THREE: Employees shall be allowed to contribute to the Plan from compensation, including sick, vacation and back pay, in accordance with the provisions of Article V of the Plan and so long as the amounts are paid within 2 ½ months following severance from employment with the Commission.

SECTION FOUR: Employees whose employment is interrupted by qualified military service or who are on leaves of absence for qualified military service shall be allowed, upon resumption of employment with the Commission, to contribute additional amounts equal to what the employees could have elected to defer during the period of military service in accordance with the provisions of Article V of the Plan.

SECTION FIVE: Employees who have reached age 70 ½ and are still actively employed with the Commission shall be allowed to request distributions of all or any portion of their account balances in accordance with the provisions of Article VII of the Plan.

SECTION SIX: No in-service distributions of rollover contributions shall be allowed from the Plan unless the Board of Commissioners of the DuPage Water Commission subsequently elects, by Resolution duly adopted, to allow in-service

distributions of rollover contributions pursuant to, and in accordance with, the provisions of Article VII of the Plan.

SECTION SEVEN: No loans shall be allowed from the Plan unless the Board of Commissioners of the DuPage Water Commission subsequently elects, by Resolution duly adopted, to allow loans pursuant to, and in accordance with, the provisions of Article VIII of the Plan.

SECTION EIGHT: The assets of the Plan shall be held in trust for the exclusive benefit of the Plan participants and their beneficiaries, and the Plan assets shall not be diverted to any other purpose. The Commission hereby agrees to serve as trustee under the Plan (the "Trustee"). The Trustee's beneficial ownership of the Plan assets held in the VantageTrust pursuant to the Plan shall be held for the further exclusive benefit of the Plan participants and their beneficiaries.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2007.

ATTEST:

_____
Chairman

_____
Clerk

Board/Resolutions/R-5-07.doc

EXHIBIT 1

DEFERRED COMPENSATION PLAN AND TRUST

As Amended and Restated Effective January 1, 2006

Article I. Purpose

The Employer hereby establishes and maintains the Employer's Deferred Compensation Plan and Trust, hereafter referred to as the "Plan." The Plan consists of the provisions set forth in this document.

The primary purpose of this Plan is to provide retirement income and other deferred benefits to the Employees of the Employer and the Employees' Beneficiaries in accordance with the provisions of Section 457 of the Internal Revenue Code of 1986, as amended (the "Code").

This Plan shall be an agreement solely between the Employer and participating Employees. The Plan and Trust forming a part hereof are established and shall be maintained for the exclusive benefit of Participants and their Beneficiaries. No part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries.

Article II. Definitions

2.01 Account. The bookkeeping account maintained for each Participant reflecting the cumulative amount of the Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.

2.02 Accounting Date. Each business day that the New York Stock Exchange is open for trading, as provided in Section 6.06 for valuing the Trust's assets.

2.03 Administrator. The person or persons named in writing to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described. The Employer may remove any person as Administrator upon 75 days' advance notice in writing to such person, in which case the Employer shall name another person or persons to act as Administrator. The Administrator may resign upon 75 days' advance notice in writing to the Employer, in which case the Employer shall name another person or persons to act as Administrator.

2.04 Automatic Distribution Date. April 1 of the calendar year after the Plan Year the Participant attains age 70-1/2 or, if later, has a Severance Event.

2.05 Beneficiary. The person or persons designated by the Participant in his or her Joinder Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. In the event that the Participant names two or more Beneficiaries, each Beneficiary shall be entitled to equal shares of the benefits payable at the Participant's death, unless otherwise provided in the Participant's Joinder Agreement. If no beneficiary is designated in the Joinder Agreement, if the Designated Beneficiary predeceases the Participant, or if the designated Beneficiary does not survive the Participant for a period of fifteen (15) days, then the estate of the Participant shall be the Beneficiary. If a married Participant resides in a community or marital property state, the Participant shall be responsible for obtaining appropriate consent of his or her spouse in the event the Participant designates someone other than his or her spouse as Beneficiary. The preceding sentence shall not apply with respect to a Deemed IRA under Article IX.

2.06 Deemed IRA. A separate account or annuity established under the Plan that complies with the requirements of Section 408(q) of the Code, the Income Tax Regulations thereunder, and any other IRS guidance.

2.07 Deferred Compensation. The amount of Includible Compensation otherwise payable to the Participant which the Participant and the Employer mutually agree to defer hereunder, any amount credited to a Participant's Account by reason of a transfer under Section 6.09 or 6.10, a rollover under Section 6.11, or any other amount which the Employer agrees to credit to a Participant's Account.

2.08 Dollar Limitation. The applicable dollar amount within the meaning of Section 457(b)(2)(A) of the Code, as adjusted for the cost-of-living in accordance with Section 457(e)(15) of the Code.

2.09 Employee. Any individual who provides services for the Employer, whether as an employee of the Employer or as an independent contractor, and who has been designated by the Employer as eligible to participate in the Plan.

2.10 Employer. _____, which is a political subdivision, agency or instrumentality of the [State/Commonwealth] of _____, described in Section 457(e)(1)(A) of the Code.

2.11 457 Catch-Up Dollar Limitation. Twice the Dollar Limitation.

2.12 Includible Compensation. Includible Compensation of a Participant means "compensation," as defined in Section 415(c)(3) of the Code, for services performed for the Employer. Includible Compensation shall be determined without regard to any community property laws. For purposes of a Participant's Joinder Agreement only and not for purposes of the limitations in Article V, Includible Compensation shall include any employer contributions to an integral part trust of the employer providing retiree health care benefits.

2.13 Joinder Agreement. An agreement entered into between an Employee and the Employer, including any amendments or modifications thereof. Such agreement shall fix the amount of Deferred Compensation, specify a preference among the investment alternatives designated by the Employer, designate the Employee's Beneficiary or Beneficiaries, and incorporate the terms, conditions, and provisions of the Plan by reference.

2.14 Normal Limitation. The maximum amount of Deferred Compensation for any Participant for any taxable year (other than amounts referred to in Sections 6.09, 6.10, and 6.11).

2.15 Normal Retirement Age. Age 70-1/2, unless the Participant has elected an alternate Normal Retirement Age by written instrument delivered to the Administrator prior to a Severance Event. A Participant's Normal Retirement Age determines the period during which a Participant may utilize the 457 Catch-Up Dollar Limitation of Section 5.02(b) hereunder. Once a Participant has to any extent utilized the catch-up limitation of Section 5.02(b), his Normal Retirement Age may not be changed.

A Participant's alternate Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive immediate, unreduced retirement benefits under the Employer's basic defined benefit retirement plan covering the Participant (or a money purchase pension plan in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan), and may not be later than the date the Participant will attain age 70-1/2. If the Participant will not become eligible to receive benefits under a basic defined benefit retirement plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than 65 and may not be later than age 70-1/2. In no event may a Participant's normal retirement age be different than the normal retirement age under the Employer's other 457(b) plans, if any.

In the event the Plan has Participants that include qualified police or firefighters (as defined under Section 415(b)(2)(H)(ii)(I) of the Code), a normal retirement age may be designated for such qualified police or firefighters that is not earlier than age 40 or later than age 70-1/2. Alternatively, qualified police or firefighters may be permitted to designate a normal retirement age that is between age 40 and age 70-1/2.

2.16 Participant. Any Employee who has joined the Plan pursuant to the requirements of Article IV. For purposes of section 6.11 of the Plan, the term Participant includes an employee or former Employee of the Employer who has not yet received all of the payments of benefits to which he/she is entitled under the Plan.

2.17 Percentage Limitation. 100 percent of the participant's Includible Compensation available to be contributed as Deferred Compensation for the taxable year.

2.18 Plan Year. The calendar year.

2.19 Retirement. The first date upon which both of the following shall have occurred with respect to a participant: Severance Event and attainment of age 65.

2.20 Severance Event. A severance of the Participant's employment with the Employer within the meaning of Section 457(d)(1)(A)(ii) of the Code.

In general, a Participant sball be deemed to have experienced a Severance Event for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated. In the case of a Participant who is an independent contractor of the Employer, a Severance Event shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer, or such other events as may be permitted under the Code.

2.21 Trust. The Trust created under Article VI of the Plan which shall consist of all compensation deferred under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries.

Article III. Administration

3.01 Duties of the Employer. The Employer shall have the authority to make all discretionary decisions affecting the rights or benefits of Participants which may be required in the adminisrration of this Plan. The Employer's decisions shall be afforded the maximum deference permitted by applicable law.

3.02 Duties of Administrator. The Administrator, as agent for tbe Employer, shall perform nondiscretionary administrative functions in connection with the Plan, including the maintenance of Participants' Accounts, the provision of periodic reports of the status of each Account, and the disbursement of benefits on behalf of the Employer in accordance with the provisions of this Plan.

Article IV. Participation in the Plan

4.01 Initial Participation. An Employee may become a Participant by entering into a Joinder Agreement prior to the beginning of the calendar month in which the Joinder Agreement is to become effective to defer compensation not yet earned, or such other date as may be permitted under the Code. A new employee may defer compensation in the calendar month during which he or she first becomes an employee if a Joinder Agreement is entered into on or before the first day on which the employee performs services for the Employer.

4.02 Amendment of Joinder Agreement. A Participant may amend an executed Joinder Agreement to change the amount of Includible Compensation not yet earned which is to be deferred (including the reduction of such future deferrals to zero). Such amendment shall become effective as of the beginning of the calendar month commencing after the date the amendment is executed, or such other date as may be permitted under the Code. A Participant may at any time amend his or her Joinder Agreement to change the designated Beneficiary, and such amendment shall become effective immediately.

Article V. Limitations on Deferrals

5.01 Normal Limitation. Except as provided in Section 5.02, the maximum amount of Deferred Compensation for any Participant for any taxable year, shall not exceed the lesser of the Dollar Limitation or the Percentage Limitation.

5.02 Catch-Up Limitations.

(a) *Catch-up Contributions for Participants Age 50 and Over*: A Participant who has attained the age of 50 before the close of the Plan Year, and with respect to whom no other elective deferrals may be made to the Plan for the Plan Year by reason of the Normal Limitation of Section 5.01, may enter into a Joinder Agreement to make elective deferrals in addition to those permitted by the Normal Limitation in an amount not to exceed the lesser of:

(1) The applicable dollar amount as defined in Section 414(v)(2)(B) of the Code, as adjusted for the cost-of-living in accordance with Section 414(v)(2)(C) of the Code; or

(2) The excess (if any) of

(i) The Participant's Includible Compensation for the year, or

(ii) Any other elective deferrals of the Participant for such year which are made without regard to this Section 5.02(a).

An addirional contribution made pursuant to this Section 5:02(a) shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Section 5.01 above, or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 5.02(a) shall not apply in any year to which a higher limit under Section 5.02(b) applies.

(b) *Last Three Years Catch-up Contribution*: For each of the last three (3) taxable years for a Participant ending before his or her attainment of Normal Retirement Age, the maximum amount of Deferred Compensation shall be the lesser of:

(1) The 457 Catch-Up Dollar Limitation, or

(2) The sum of

(i) The Normal Limitation for the taxable year, and

(ii) The Normal Limitation for each prior taxable year of the Participant commencing after 1978 less the amount of the Participant's Deferred Compensation for such prior taxable years. A prior taxable year shall be taken into account under the preceding sentence only if (x) the Participant was eligible to participate in the Plan for such year, and (y) compensation (if any) deferred under the Plan (or such other plan) was subject to the Normal Limitation.

5.03 Sick, Vacation and Back Pay. If the Employer so elects, a Participant may defer all or a portion of the value of the Participant's accumulated sick pay, accumulated vacation pay and/or back pay, provided that such deferral does not cause total deferrals on behalf of the Participant to exceed the Dollar Limitation or Percentage Limitation (including any Catch-up Dollar Limitation) for the year of deferral. The election to defer such sick, vacation and/or back pay must be made in a manner and at a time permitted under Section 1.457-4(d) of the Income Tax Regulations.

Pursuant to proposed IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid within 2 ½ months following severance from employment and the other requirements of Sections 457(b) and 415 of the Code are met. Additionally,

the agreement to defer such amounts must be entered into prior to the first day of the month in which the amounts otherwise would be paid or made available.

5.04 Other Plans. Notwithstanding any provision of the Plan to the contrary, the amount excludible from a Participant's gross income under this Plan or any other eligible deferred compensation plan under Section 457(b) of the Code shall not exceed the limits set forth in Sections 457(b) and 414(v) of the Code.

5.05 Excess Deferrals. Any amount that exceeds the maximum Dollar Limitation or Percentage Limitation (including any applicable Catch-Up Dollar Limitation) for a taxable year, shall constitute an excess deferral for that taxable year. Any excess deferral shall be distributed in accordance with the requirements for excess deferrals under the Code and Section 1.457-4(e) of the Income Tax Regulations or other applicable Internal Revenue Service guidance.

5.06 Protection of Person Who Serves in a Uniformed Service. An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on leave of absence for qualified military service under Section 414(u) of the Code may elect to contribute additional Deferred Compensation upon resumption of employment with the Employer equal to the maximum Deferred Compensation that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Includible Compensation) without the interruption or leave, reduced by Deferred Compensation, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

Article VI. Trust and Investment of Accounts

6.01 Investment of Deferred Compensation. A Trust is hereby created to hold all the assets of the Plan (except Deemed IRA contributions and earnings thereon held pursuant to Article IX) for the exclusive benefit of Participants and Beneficiaries, except that expenses and taxes may be paid from the Trust as provided in Section 6.03. The trustee shall be the Employer or such other person that agrees to act in that capacity hereunder.

6.02 Investment Powers. The trustee or the Administrator, acting as agent for the trustee, shall have the powers listed in this Section with respect to investment of Trust assets, except to the extent that the investment of Trust assets is directed by Participants, pursuant to Section 6.05 or to the extent that such powers are restricted by applicable law.

(a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, loans, notes, debentures, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.

(b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to Employee plans described under Sections 457 or 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plans the declaration of trust of such commonly collective, or commingled trust fund shall constitute a part of this Plan.

(c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other 457 plan or trust qualified under Section 401(a) of the Code or any other plan described in Section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Administrator, or such custodian as the Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.

(d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

(e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.

(f) Upon such terms as may be deemed advisable by the Employer or the Administrator, as the case may be, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plans to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.

(g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.

(h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Administrator, in any bank or banks.

(i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

6.03 Taxes and Expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon the Plan, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Administrator, as may be agreed upon from time to time by the Employer and the Administrator, and reimbursement for reasonable expenses incurred by the Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust.

6.04 Payment of Benefits. The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. The Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

6.05 Investment Funds. In accordance with uniform and nondiscriminatory rules established by the Employer and the Administrator, the Participant may direct his or her Accounts to be invested in one (1) or more investment funds available under the Plan; provided, however, that the Participant's investment directions shall not violate any investment restrictions established by the Employer. Neither the Employer, the Administrator, nor any other person shall be liable for any losses incurred by virtue of following such directions or with any reasonable administrative delay in implementing such directions.

6.06 Valuation of Accounts. As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances as of that Accounting Date. For purposes of this Article, all Account balances include the Account balances of all Participants and Beneficiaries.

6.07 Participant Loan Accounts. Participant loan accounts shall be invested in accordance with Section 8.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Sections 6.05 and 6.06.

6.08 Crediting of Accounts. The Participant's Account shall reflect the amount and value of the investments or other property obtained by the Employer through the investment of the Participant's Deferred Compensation pursuant to Sections 6.05 and 6.06. It is anticipated that the Employer's investments with respect to a Participant will conform to the investment preference specified in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation. Each Participant shall receive periodic reports, not less frequently than annually, showing the then current value of his or her Account.

6.09 Post-Severance Transfers Among Eligible Deferred Compensation Plans.

(a) *Incoming Transfers*: A transfer may be accepted from an eligible deferred compensation plan maintained by another employer and credited to a Participant's or Beneficiary's Account under the Plan if:

(1) In the case of a transfer for a Participant, the Participant has had a Severance Event with that employer and become an Employee of the Employer;

(2) The other employer's plan provides that such transfer will be made; and

(3) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance with Section 457(e)(10) of the Code, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. The Employer may refuse to accept a transfer in the form of assets other than cash, unless the Employer and the Administrator agree to hold such other assets under the Plan.

(b) *Outgoing Transfers*: An amount may be transferred to an eligible deferred compensation plan maintained by another employer, and charged to a Participant's or Beneficiary's Account under this Plan, if:

(1) In the case of a transfer for a Participant, the Participant has a Severance Event with the Employer and becomes an employee of the other employer;

(2) The other employer's plan provides that such transfer will be accepted;

(3) The Participant or Beneficiary and the employers have signed such agreements as are necessary to assure that the Employer's liability to pay benefits to the Participant has been discharged and assumed by the other employer; and

(4) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the other plan as it deems necessary to effectuate the transfer, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section

457(b) of the Code, and to assure that transfers are provided for under such plan. Such transfers shall be made only under such circumstances as are permitted under Section 457 of the Code and the regulations thereunder.

6.10 Transfers Among Eligible Deferred Compensation Plans of the Employer.

(a) *Incoming Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:

(1) The Employer's other plan provides that such transfer will be made;

(2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and

(3) The Participant or Beneficiary whose deferred amounrs are being transferred is not eligible for additional annual deferrals in the Plan unless the Participant or Beneficiary is performing services for the Employer.

(b) *Outgoing Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:

(1) The Employer's other plan provides that such transfer will be accepted;

(2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and

(3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Employer's other eligible deferred compensation plan unless the Participant or Beneficiary is performing services for the Employer.

6.11 Eligible Rollover Distributions.

(a) *Incoming Rollovers*: An eligible rollover distribution may be accepted from an eligible retirement plan and credited to a Participant's Account under the Plan. The Employer may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. The Plan shall separately account (in one or more separate accounts) for eligible rollover distributions from any eligible retirement plan.

(b) *Outgoing Rollovers*: Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(c) *Definitions*:

(1) *Eligible Rollover Distribution*: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Sections

401(a)(9) and 457(d)(2) of the Code; and any distribution made as a result of an unforeseeable emergency of the employee. For purposes of distributions from other eligible retirement plans rolled over into this Plan, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(2) *Eligible Retirement Plan*: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Sections 403(a) or 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible governmental employer described in Section 457(e)(1)(A) of the Code, that accepts the distributee's eligible rollover distribution.

(3) *Distributee*: A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(4) *Direct Rollover*: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

6.12 Trustee-to-Trustee Transfers to Purchase Permissive Service Credit. All or a portion of a Participant's Account may be transferred directly to the trustee of a defined benefit governmental plan (as defined in Section 414(d) of the Code) if such transfer is (a) for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan, or (b) a repayment to which Section 415 of the Code does not apply by reason of subsection (k)(3) thereof, within the meaning of Section 457(e)(17) of the Code.

6.13 Treatment of Distributions of Amounts Previously Rolled Over From 401(a) and 403(b) Plans and IRAs. For purposes of Section 72(t) of the Code, a distribution from this Plan shall be treated as a distribution from a qualified retirement plan described in Section 4974(c)(1) of the Code to the extent that such distribution is attributable to an amount transferred to an eligible deferred compensation plan from a qualified retirement plan (as defined in Section 4974(c) of the Code).

6.14 Employer Liability. In no event shall the Employer's liability to pay benefits to a Participant under this Plan exceed the value of the amounts credited to the Participant's Account; neither the Employer nor the Administrator shall be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

Article VII. Benefits

7.01 Retirement Benefits and Election on Severance Event.

(a) *General Rule*: Except as otherwise provided in this Article VII, the distribution of a Participant's Account shall commence as of a Participant's Automatic Distribution Date, and the distribution of such benefits shall be made in accordance with one of the payment options described in Section 7.02. Notwithsranding the foregoing, but subject to the following paragraphs of this Section 7.01, the Participant may elect following a Severance Event to have the distribution of benefits commence on a fixed determinable date other than that described in the preceding sentence, but not later than April 1 of the year following the year of the Participant's Retirement or attainment of age 70-1/2, whichever is later. The Participant's right to change his or her election with respect to commencement of the distribution of benefits shall not be restrained by this Section 7.01. Notwithstanding the foregoing, the Administrator, in order to ensure the orderly administration of this provision, may establish a deadline after which such election to defer the commencement of distribution of benefits shall not be allowed.

(b) *Loans*: Notwithstanding the foregoing provisions of this Section 7.01, no election to defer the commencement of benefits after a Severance Event shall operate to defer the distribution of any amount in the Participant's loan account in the event of a default of the Participant's loan.

7.02 Payment Options. As provided in Sections 7.01, 7.04 and 7.05, a Participant may elect to have value of the Participant's Account distributed in accordance with one of the following payment options, provided that such option is consistent with the limitations set forth in Section 7.03:

(a) Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his or her Account is exhausted;

(b) One lump-sum payment;

(c) Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Participant;

(d) Annual Payments equal to the minimum distributions required under Section 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G), over the life expectancy of the Participant or over the life expectancies of the Participant and his or her Beneficiary;

(e) Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer;

(f) A split distribution under which payments under options (a), (b), (c) or (e) commence or are made at the same time, as elected by the Participant under Section 7.01, provided that all payments commence (or are made) by the latest benefit commencement date permitted under Section 7.01;

(g) Any other payment option elected by the Participant and agreed to by the Employer and Administrator.

A Participant's selection of a payment option under Subsections (a), (c), or (g) above may include the selection of an automatic annual cost-of living increase. Such increase will be based on the rise in the Consumer Price Index for All Urban Consumers (CPI-U) from the third quarter of the last year in which a cost-of-living increase was provided to the third quarter of the current year. Any increase will be made in periodic payment checks beginning the following January.

7.03 Limitation on Options. No payment option may be selected by a Participant under subsections 7.02(a) or (c) unless the amount of any installment is not less than $100. No payment option may be selected by a Participant under Sections 7.02, 7.04, or 7.05 unless it satisfies the requirements of Sections 401(a)(9) and 457(d)(2) of the Code, including that payments commencing before the death of the Participant shall satisfy the incidental death benefit requirements under Section 401(a)(9)(G) of the Code.

7.04 Minimum Required Distributions. Notwithstanding any provision of the Plan to the contrary, the Plan shall comply with the minimum required distribution rules set forth in Sections 457(d)(2) and 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code.

7.05 Post-Retirement Death Benefits.

(a) Should the Participant die after be or she has begun to receive benefits under a payment option, the remaining payments, if any, under the payment option shall continue until the Administrator receives notice of the Participant's death. Upon notification of the Participant's death, benefits shall be payable to the Participant's Beneficiary commencing not later than December 31 of the year following the year of the Participant's death, provided that the Beneficiary may elect to begin benefits earlier than that date.

(b) In the event that the Beneficiary dies before the payment of death benefits has commenced or been completed, the remaining benefits payable under the payment option applicable to the Beneficiary shall, subject to the

requirements set forth in Section 7.04, be paid to an additional beneficiary designated by the Beneficiary. If no additional beneficiary is named, payment shall be made to the Beneficiary's estate in a lump sum.

(c) In the event that the Participant's estate is the Beneficiary, payment shall be made to the estate in a lump sum.

7.06 Pre-Retirement Death Benefits.

(a) Should the Participant die before he or she has begun to receive the benefits provided by Section 7.01, the value of the Participant's Account shall be payable to the Beneficiary commencing not later than December 31 of the year following the year of the Participant's death, provided that the Beneficiary may elect to begin benefits earlier than that date.

(b) In the event that the Beneficiary dies before the payment of death benefits has commenced or been completed, the remaining value of the Participant's Account shall be paid to the estate of the Beneficiary in a lump sum. In the event that the Participant's estate is the Beneficiary, payment shall be made to the estate in a lump sum.

7.07 Unforeseeable Emergencies.

(a) In the event an unforeseeable emergency occurs, a Participant or Beneficiary may apply to the Employer to receive that part of the value of his or her Account that is reasonably needed to satisfy the emergency need. If such an application is approved by the Employer, the Participant or Beneficiary shall be paid only such amount as the Employer deems necessary to meet the emergency need, but payment shall not be made to the extent that the financial hardship may be relieved through cessation of deferral under the Plan, insurance or other reimbursement, or liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship.

(b) An unforeseeable emergency shall be deemed to involve only circumstances of severe financial hardship of a Participant or Beneficiary resulting from an illness or accident of the participant or beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or the Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code) may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 7.07(b), the purchase of a home and the payment of college tuition are not unforeseeable emergencies.

7.08 In-Service Distribution of Rollover Contributions. Effective January 1, 2006, the Employer may elect to allow Participants to receive an in-service distribution of amounts attributable to rollover contributions to the Plan. If the Employer has elected to make such distributions available, a Participant that has a separate account attributable to rollover contributions to the Plan, may at any time request a distribution of all or any portion of the amount attributable to his or her rollover contribution.

7.09 In-Service Distribution to Participants Age 70-1/2 or Older. A Participant who has reached age 70 ½ and has not yet had a Severance Event, may, at any time, request a distribution of all or a part of his or her Account. A Participant may only receive two (2) such distributions pursuant to this Section 7.09 in any calendar year.

7.10 Distribution De Minimis Accounts. Notwithstanding the foregoing provisions of this Article VII:

(a) *Mandatory Distribution.* If the value of a Participant's Account is less than $1,000, the Participant's Account shall be paid to the Participant in a single lump sum distribution, provided that:

(1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and

(2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.10.

(b) *Voluntary Distribution.* If the value of the Participant's Account is at least $1,000 but not more than the dollar limit under Section 411(a)(11)(A) of the Code, the Participant may elect to receive his or her entire Account in a lump sum payment if:

(1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and

(2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.10.

Article VIII. Loans to Participants

8.01 Availability of Loans to Participants.

(a) The Employer may elect to make loans available to Participants in this Plan. If the Employer has elected to make loans available to Participants, a Participant may apply for a loan from the Plan subject to the limitations and other provisions of this Article. However, no loans are available from Deemed IRAs.

(b) The Employer shall establish written guidelines governing the granting of loans, provided that such guidelines are approved by the Administrator and are not inconsistent with the provisions of this Article, and that loans are made available to all Participants on a reasonably equivalent basis.

8.02 Terms and Conditions of Loans to Participants. Any loan by the Plan to a Participant under Section 8.01 of the Plan shall satisfy the following requirements:

(a) *Availability.* Loans shall be made available to all Participants on a reasonably equivalent basis.

(b) *Interest Rate.* Loans must be adequately secured and bear a reasonable interest rate.

(c) *Loan Limit.* No Participant loan shall exceed the present value of the Participant's Account.

(d) *Foreclosure.* In the event of default on any installment payment, the outstanding balance of the loan shall be a deemed distribution. In such event, an actual distribution of a plan loan offset amount will not occur until a distributable event occurs in the Plan.

(e) *Reduction of Account.* Notwithstanding any other provision of this Plan, the portion of the Participant's Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.

(f) *Amount of Loan.* At the time the loan is made, the principal amount of the loan plus the outstanding balance (principal plus accrued interest) due on any other outstanding loans to the Participant from the Plan and from all other plans of the Employer that are either eligible deferred compensation plans described in section 457(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code shall not exceed the lesser of:

(1) $50,000, reduced by the excess (if any) of

(i) The highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the date on wbich the loan is made; or

(ii) The outstanding balance of loans from the Plan on the date on which such loan is made; or

(2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

(g) *Application for Loan.* The Participant must give the Employer adequate written notice, as determined by the Employer, of the amount and desired time for receiving a loan. No more than one (1) loan may be made by the Plan to a Participant's in any calendar year. No loan shall be approved if an existing loan from the Plan to the Participant is in default to any extent.

(h) *Length of Loan.* Any loan issued shall require the Participant to repay the loan in substantially equal installments of principal and interest, ar least monthly, over a period that does not exceed five (5) years from the date of the loan; provided, however, that if the proceeds of the loan are applied by the Participant to acquire any dwelling unit that is to be used within a reasonable time (determined at the time of the loan is made) after the loan is made as the principal residence of the Participant, the five (5) year limit shall nor apply. In this event, the period of repayment shall not exceed a reasonable period determined by the Employer. Principal installments and interest payments otherwise due may be suspended for up to one (1) year during an authorized leave of absence, if the promissory note so provides, but not beyond the original term permitted under this subsection (h), with a revised payment schedule (within such term) instituted at the end of such period of suspension.

(i) *Prepayment.* The Participant shall be permitted to repay the loan in whole or in part at any time prior to maturity, without penalty.

(j) *Promissory Note.* The loan shall be evidenced by a promissory note executed by the Participant and delivered to the Employer, and shall bear interest at a reasonable rate determined by the Employer.

(k) *Security.* The loan shall be secured by an assignment of the participant's right, title and interest in and to his or her Account.

(l) *Assignment or Pledge.* For the purposes of paragraphs (f) and (g), assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan.

(m) *Other Terms and Conditions.* The Employer shall fix such other terms and conditions of the loan as it deems necessary to comply with legal requirements, to maintain the qualification of the Plan and Trust under Section 457 of the Code, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant. The Employer, in its discretion for any reason, may also fix other terms and conditions of the loan, including, but not limited to, the provision of grace periods following an event of default, not inconsistent with the provisions of this Article and Section 72(p) of the Code, and any applicable regulations thereunder.

8.03 Participant Loan Accounts.

(a) Upon approval of a loan to a Participant by the Employer, an amount not in excess of the loan shall be transferred from the Participant's other investment fund(s), described in Section 6.05 of the Plan, to the Participant's loan account as of the Accounting Date immediately preceding the agreed upon date on which the loan is to be made.

(b) The assets of a Participant's loan account may be invested and reinvested only in promissory notes received by the Plan from the Participant as consideration for a loan permitted by Section 8.01 of the Plan or in cash. Uninvested cash balances in a Participant's loan account shall not bear interest. Neither the Employer, the Administrator, nor any other person shall be liable for any loss, or by reason of any breach, that results from the Participant's exercise of such control.

(c) Repayment of principal and payment of interest shall be made by payroll deduction or, where repayment cannot be made by payroll deduction, by check, and shall be invested in one (1) or more other investment funds, in accordance with Section 6.05 of the Plan, as of the next Accounting Date after payment thereof to the Trust. The amount so invested shall be deducted from the Participant's loan account.

(d) The Employer shall have the authority to establish other reasonable rules, not inconsistent with the provisions of the Plan, governing the establishment and maintenance of Participant loan accounts.

Article IX. Deemed IRAs

9.01 General. This Article IX of the Plan reflects section 602 of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), as amended by the Job Creation and Worker Assistance Act of 2002. This Article is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder. This Article IX shall supersede the provisions of the Plan to the extent that those provisions are inconsistent with the provisions of this Article IX.

Effective for Plan Years beginning after December 31, 2002, the Employer may elect to allow Employees to make voluntary employee contributions to a separate account or annuity established under the Plan that complies with the requirements of Section 408(q) of the Code and any regulations promulgated thereunder (a "Deemed IRA"). The Plan shall establish a separate account for the designated Deemed IRA contributions of each Employee and any earnings properly allocable to the contributions, and maintain separate recordkeeping with respect to each such Deemed IRA.

9.02 Voluntary Employee Contributions. For purposes of this Article, a voluntary employee contribution means any contribution (other than a mandatory contribution within the meaning of Section 411(c)(2) of the Code) that is made by the Employee and which the Employee has designated, at or prior to the time of making the contribution, as a contribution to which this Article applies.

9.03 Deemed IRA Trust Requirements. This Article shall satisfy the trust requirement under Section 408(q) of the Code and the regulations thereto. IRAs established pursuant to this Article shall be held in one or more trusts or custodial accounts (the "Deemed IRA Trusts"), which shall be separate from the Trust established under the Plan to hold contributions other than Deemed IRA contributions. The Deemed IRA Trusts shall satisfy the applicable requirements of Sections 408 and 408A of the Code, which requirements are set forth in section 9.05 and 9.06, respectively, and shall be established with a trustee or custodian meeting the requirements of Section 408(a)(2) of the Code ("Deemed IRA Trustee"). To the extent that the assets of any Deemed IRAs established pursuant to this Article are held in a Deemed IRA Trust satisfying the requirements of this Section 9.03, such Deemed IRA Trust, and any amendments thereto, is hereby adopted as a trust maintained under this Plan with respect to the assets held therein, and the provisions of such Deemed IRA Trust shall control so long as any assets of any Deemed IRA are held thereunder.

9.04 Reporting Duties. The Deemed IRA Trustee shall be subject to the reporting requirements of Section 408(i) of the Code with respect to all Deemed IRAs that are established and maintained under the Plan.

9.05 Deemed Traditional IRA Requirements. Deemed IRAs established in the form of traditional IRAs shall satisfy the following requirements:

(a) *Exclusive Benefit.* The Deemed IRA account shall be established for the exclusive benefit of an Employee or his or her Beneficiaries.

(b) *Maximum Annual Contributions.*

(1) Except in the case of a rollover contribution (as permitted by Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16) of the Code), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:

$3,000 for any taxable year beginning in 2002 through 2004;
$4,000 for any taxable year beginning in 2005 through 2007; and
$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living-increases under Section 219(b)(5)(C) of the Code. Such adjustments will be in multiples of $500.

(2) In the case of an Employee who is 50 or older, the annual cash contribution limit is increased by:

$500 for any taxable year beginning in 2002 through 2005; and
$1,000 for any taxable year beginning in 2006 and thereafter.

(3) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Employee first participated in that employer's SIMPLE IRA plan.

(c) *Collectibles.* If the Deemed IRA Trust acquires collectibles with within the meaning of Section 408(m) of the Code after December 31, 1981, Deemed IRA Trust assets will be treated as a distribution in an amount equal to the cost of such collectibles.

(d) *Life Insurance Contracts.* No part of the Deemed IRA Trust funds will be invested in life insurance contracts.

(e) *Minimum Required Distributions.*

(1) Notwithstanding any provision of this Deemed IRA to the contrary, the distribution of the Employee's interest in the account shall be made in accordance with the requirements of Section 408(a)(6) of the Code and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of Q&A-4 of Section 1.401(a)(9)-6T of the Income Tax Regulations (or Section 1.401(a)(9)-6 of the Income Tax Regulations, as applicable), rather than paragraphs (2), (3) and (4) below and Section 9.05(f). The minimum required distributions calculated for this IRA may be withdrawn from another IRA of the Employee in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations.

(2) The entire value of the account of the Employee for whose benefit the account is maintained will commence to be distributed no later than the first day of April following the calendar year in which

such Employee attains age 70-1/2 (the "required beginning date") over the life of such Employee or the lives of such Employee and his or her Beneficiary.

(3) The amount to be distributed each year, beginning with the calendar year in which the Employee attains age 70-1/2 and continuing through the year of death shall not be less than the quorient obtained by dividing the value of the IRA (as determined under section 9.05(f)(3)) as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of Section 401(a)(9)-9 of the Income Tax Regulations, using the Employee's age of his or her birthday in the year. However, if the Employee's sole Beneficiary is his or her surviving spouse and such spouse is more than 10 years younger than the Employee, then the distribution period is determined under the Joint and Last Survivor Table in Q&A-3 of Section 1.401(a)(9)-9 of the Income Tax Regulations, using the ages as of the Employee's and spouse's birthdays in the year.

(4) The required minimum distribution for the year the Employee attains age 70-1/2 can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of sucb year.

(f) *Distribution Upon Death.*

(1) *Death On or After Required Beginning Date.* If the Employee dies on or after the required beginning date, the remaining portion of his or her interest will be distributed at least as rapidly as follows:

(i) If the Beneficiary is someone other rhan the Employee's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the Beneficiary's age as of his or her birthday in the year following the year of the Employee's death, or over the period described in paragraph (1)(iii) below if longer.

(ii) If the Employee's sole Beneficiary is the Employee's surviving spouse, the remaining interest will be distributed over such spouse's life or over the period described in paragraph (1)(iii) below if longer. Any interest remaining after such spouse's death will be distributed over such spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death, or, if the distributions are being made over the period described in paragraph (1)(iii) below, over such period.

(iii) If there is no Beneficiary, or if applicable by operation of paragraph (1)(i) or (1)(ii) above, the remaining interest will be distributed over the Employee's remaining life expectancy determined in the year of the Employee's death.

(iv) The amount to be distributed each year under paragraph (1)(i), (ii), or (iii), beginning with the calendar year following the calendar year of the Employee's death, is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or Employee's age in the year specified in paragraph 1(i), (ii), or (iii) and reduced by 1 for each subsequent year.

(2) *Death Before Required Beginning Date.* If the Employee dies before the required beginning date, his or her entire interest will be distributed at least as rapidly as follows:

(i) If the Beneficiary is someone other than the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of

the Employee's death, over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Employee's death, or, if elected, in accordance with paragraph (2)(iii) below.

(ii) If the Employee's sole Beneficiary is the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Employee's death (or by the end of the calendar year in which the Employee would have attained age 70-1/2, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(iii) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (2)(iii) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(iii) If there is no Beneficiary, or if applicable by operation of paragraph (2)(i) or (2)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Beneficiary's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2)(ii) above).

(iv) The amount to be distributed each year under paragraph (2)(i) or (ii) is the quotient to be obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (2)(i) or (ii) and reduced by 1 for each subsequent year.

(v) The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations.

(vi) If the sole Beneficiary is the Employee's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.

(g) *Nonforfeitable.* The interest of an Employee in the balance in his or her Deemed IRA account is nonforfeitable at all times.

(h) *Reporting.* The Deemed IRA Trustee of a Deemed Traditional IRA shall furnish annual calendar-year reports concerning the status of the Deemed IRA account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

(i) *Substitution of Deemed IRA Trustee.* If the Deemed IRA Trustee is a non-bank trustee or custodian, the non-bank trustee or custodian shall substitute another trustee or custodian if the non-bank trustee or custodian receives notice from the Commissioner of Internal Revenue that such substitution is required because it has failed to comply with the requirements of Section 1.408-2(e) of the Income Tax Regulations and Section 1.408-2T of the Income Tax Regulations

9.06 Deemed Roth IRA Requirements. Deemed IRAs established in the form of Roth IRAs shall satisfy the following requirements:

(a) *Exclusive Benefit.* The Deemed Roth IRA shall be established for the exclusive benefit of an Employee or his or her Beneficiaries.

(b) *Maximum Annual Contributions.*

(1) *Maximum Permissible Amount.* Except in the case of a qualified rollover contribution or recharacterization (as defined in (6) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Employee's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (2) below), or the Employee's compensation (as defined in (8) below) if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Employee's compensation is referred to as a "regular contribution." A "qualified rollover contribution" is a rollover contribution that meets the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) does not apply if the rollover contribution is from another IRA other than a Roth IRA (a "nonRoth IRA"). Contributions may be limited under (3) through (5) below.

(2) *Applicable Amount.* The applicable amount is determined under (i) or (ii) below:

(i) If the Employee is under age 50, the applicable amount is:

$3,000 for any taxable year beginning in 2002 through 2004;
$4,000 for any taxable year beginning in 2005 through 2007; and
$5,000 for any taxable year beginning in 2008 and years thereafter.

(ii) If the Employee is 50 or older, the applicable amount is:

$3,500 for any taxable year beginning in 2002 through 2004;
$4,500 for any taxable year beginning in 2005;
$5,000 for any taxable year beginning in 2006 through 2007; and
$6,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limits in paragraph (2)(i) and (ii) above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(C) of the Code. Such adjustments will be in multiples of $500.

(3) If (i) and/or (ii) below apply, the maximum regular contribution that can be made to all the Employee's Roth IRAs for the taxable year is the smaller amount determined under (i) or (ii).

(i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in (7) below) in accordance with the following table:

Filing Status	Modified AGI: Full Contribution	Modified AGI: Phase-out Range	Modified AGI: No Contribution
Single or Head of Household	$95,000 or less	Between $95,000 and $110,000	$110,000 or more
Joint Return or Qualifying Widower	$150,000 or less	Between $150,000 and $160,000	$160,000 or more
Married-Separate Return	$0	Between $0 and $10,000	$10,000 or more

If the Employee's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of $10 and not reduced below $200.

(ii) If the Employee makes regular contributions to both Roth and nonRoth IRAs for a taxable year, the maximum regular contribution that can be made to all the Employee's Roth IRAs for that taxable year is reduced by the regular contributions made to the Employee's nonRoth IRAs for the taxable year.

(4) *Qualified Rollover Contribution Limit.* A rollover from a nonRoth IRA cannot be made to this IRA if, for the year the amount is distributed from the nonRoth IRA,(i) the Employee is married and files a separate return, (ii) the Employee is not married and has modified AGI in excess of $100,000 or (iii) the Employee is married and together the Employee and the Employee's spouse have modified AGI in excess of $100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.

(5) *SIMPLE IRA Limits* . No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Employee first participated in that employer's SIMPLE IRA plan.

(6) *Recharacterization.* A regular contribution to a nonRoth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the Income Tax Regulations as a regular contribution to this IRA, subject to the limits in (3) above.

(7) *Modified AGI.* For purposes of (3) and (4) above, an Employee's modified AGI for a taxable year is defined in Section 408A(c)(3)(C)(i) of the Code and does not include any amount included in adjusted gross income as a result of a rollover from a nonRoth IRA (a "conversion").

(8) *Compensation.* For purposes of (1) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual

takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of Section 1402 of the Code included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the Employee's gross income under Section 71 of the Code with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2) of the Code In the case of a married Employee filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.

(c) *Collectibles.* If the Deemed IRA Trust acquires collectibles within the meaning of Section 408(m) of the Code after December 31, 1981, Deemed IRA Trust assets will be treated as a distribution in an amount equal to the cost of such collectibles.

(d) *Life Insurance Contracts.* No part of the Deemed IRA Trust funds will be invested in life insurance contracts.

(e) *Distributions Before Death.* No amount is required to be distributed prior to the death of the Employee for whose benefit the account was originally established.

(f) *Minimum Required Distributions.*

(1) Notwithstanding any provision of this IRA to the contrary, the distribution of the Employee's interest in the account shall be made in accordance with the requirements of Section 408(a)(6) of the Code, as modified by section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of section 1.401(a)(9)-6T of the Temporary Income Tax Regulations (taking into account Section 408A(c)(5) of the Code) (or Section 1.401(a)(9)-6 of the Income Tax Regulations, as applicable), rather than the distribution rules in paragraphs (2), (3) and (4) below.

(2) Upon the death of the Employee, his or her entire interest will be distributed at least as rapidly as follows:

(i) If the Beneficiary is someone other than the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the year of the Employee's death, over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Employee's death, or, if elected, in accordance with paragraph (2)(iii) below.

(ii) If the Employee's sole Beneficiary is the Employee's surviving spouse, the entire interest will be distributed starting by the end of the calendar year following the calendar year of the Employee's death (or by the end of the calendar year in which the Employee would have attained age 70-1/2, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(iii) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (2)(iii) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(iii) If there is no Beneficiary, or if applicable by operation of paragraph (2)(i) or (2)(ii) above, the entire interest will be distributed the end of the calendar year containing the fifth anniversary of the Employee's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 2(ii) above).

(iv) The amount to be distributed each year under paragraph (2)(i) or (ii) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (2)(i) or (ii) and reduced by 1 for each subsequent year.

(3) The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations.

(4) If the sole Beneficiary is the Employee's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.

(g) *Nonforfeitable.* The interest of an Employee in the balance in his or her account is nonforfeitable at all times.

(h) *Reporting.* The Deemed IRA Trustee of a Deemed Roth IRA shall furnish annual calendar-year reports concerning the status of the Deemed IRA account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

(i) *Substitution of Deemed IRA Trustee.* If the Deemed IRA Trustee is a non-bank trustee or custodian, the non-bank trustee or custodian shall substitute another trustee or custodian if the non-bank trustee or custodian receives notice from the Commissioner of Internal Revenue that such substitution is required because it has failed to comply with the requirements of Section 1.408-2(e) of the Income Tax Regulations and Section 1.408-2T of the Income Tax Regulations.

Article X. Non-Assignability

10.01 General. Except as provided in Article VIII and Section 10.02, no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non-transferable.

10.02 Domestic Relations Orders.

(a) *Allowance of Transfers*: To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights and (2) is made pursuant to a state domestic relations law, and (3) is permitted under Sections 414(p)(11) and (12) of the Code, any portion of a Participant's Account may be paid or set aside for payment to a spouse, former spouse, child, or other dependent of the Participant (an "Alternate Payee"). Where necessary to carry out the terms of such an order, a separate Account shall be established with respect to the Alternate Payee who shall be entitled to make investment selections with respect thereto in the same manner as the Participant. Any amount so set aside for an Alternate Payee shall be paid in accordance with the form and timing of payment specified in the order. Nothing in this Section shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Section 457(b) of

the Code and is explicitly permitted under the uniform procedures described in Section 10.2(d) below. Any payment made to a person pursuant to this Section shall be reduced by any required income tax withholding.

(b) *Release from Liability to Participant*: The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to an Alternate Payee to paragraph (a) of this Section and the Participant and his or her Beneficiaries shall be deemed to have released the Employer and the Plan Administrator from any claim with respect to such amounts.

(c) *Participation in Legal Proceedings*: The Employer and Administrator shall not be obligated to defend against or set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Administrator to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Administrator shall be authorized to disclose information relating to the Participant's Account to the Alternate Payee (including the legal representatives of the Alternate Payee), or to a court.

(d) *Determination of Validity of Domestic Relations Orders*: The Administrator shall establish uniform procedures for determining the validity of any domestic relations order. The Administrator's determinations under such procedures shall be conclusive and binding on all parties and shall be afforded the maximum amount of deference permitted by law.

10.03 IRS Levy. Notwithstanding Section 10.01, the Administrator may pay from a Participant's or Beneficiary's Account balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

10.04 Mistaken Contribution. To the extent permitted by applicable law, if any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

10.05 Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable if giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such persons as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

10.06 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer or Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guarantee Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust shall continue to hold the benefits due such person.

Article XI. R elationship to Other Plans and Employment Agreements

This Plan serves in addition to any other retirement, pension, or benefit plan or system presently in existence or hereinafter established for the benefit of the Employer's employees, and participation hereunder shall not affect benefits receivable under any such plan or system. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement

between any Participant and the Employer or to give any Participant the right to be retained in the employ of the Employer. Nor shall anything herein be construed to modify the terms of any employment contract or agreement between a Participant and the Employer.

Article XII. Amendment or Termination of Plan

The Employer may at any time amend this Plan provided that it transmits such amendment in writing to the Administrator at least 30 days prior to the effective date of the amendment. The consent of the Administrator shall not be required in order for such amendment to become effective, but the Administrator shall be under no obligation to continue acting as Administrator hereunder if it disapproves of such amendment.

The Administrator may at any time propose an amendment to the Plan by an instrument in writing transmitted to the Employer at least 30 days before the effective date of the amendment. Such amendment shall become effective unless, within such 30-day period, the Employer notifies the Administrator in writing that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as Administrator hereunder.

The Employer may at any time terminate this Plan. In the event of termination, assets of the Plan shall be distributed ro Participants and Beneficiaries as soon as administratively practicable following termination of the Plan. Alternatively, assets of the Plan may be transferred to an eligible deferred compensation plan maintained by another eligible governmental employer within the same State if (a) all assets held by the Plan (other than Deemed IRAs) are transferred; (b) the receiving plan provides for the receipt of transfers; (c) the Participants and Beneficiaries whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and (d) the Participants or Beneficiaries whose deferred amounts are being transferred is not eligible for additional annual deferrals in the receiving plan unless the Participants or Beneficiaries are performing services for the employer maintaining the receiving plan.

Except as may be required to maintain the status of the Plan as an eligible deferred compensation plan under Section 457(b) of the Code or to comply with other applicable laws, no amendment or termination of the Plan shall divest any Participant of any rights with respect to compensation deferred before the date of the amendment or termination.

Article XIII. Applicable Law

This Plan and Trust shall be construed under the laws of the state where the Employer is located and is established with the intent that it meet the requirements of an "eligible deferred compensation plan" under Section 457(b) of the Code, as amended. The provisions of this Plan and Trust shall be interpreted wherever possible in conformity with the requirements of that Section of the Code.

In addition, notwithstanding any provision of the Plan to the contrary, the Plan shall be administered in compliance with the requirements of Section 414(u) of the Code.

Article XIV. Gender and Number

The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by VantageTrust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

(a) *Incorporation of ICMA Declaration by Reference; ICMA By-Laws.* Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and

2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to, resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.

(b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:

1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.

2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.

3. In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.

4. In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.

(c) *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.

(d) *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY

By: Paul F. Gallagher

Name: Paul F. Gallagher

Title: Secretary

DATE: January 5, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Operations
ITEM	A Resolution Awarding a Contract for the Installation of Security Doors at the DuPage Pumping Station Resolution No. R-6-07	**APPROVAL**	

Account Number: 01-60-6560

On November 27, 2006, the Commission solicited sealed proposals for the installation of security doors at the DuPage Pumping Station. The Commission also published an advertisement soliciting such proposals in the *Chicago Tribune.* Proposals were accepted until 1:00 p.m., local time, January 2, 2007, at which time all proposals were publicly opened and read aloud.

Of the two proposals received (see bid tabulation below), the Contract/Proposal of Builders Chicago Corporation in the amount of $18,726.05 was the most favorable to the interests of the Commission.

BIDDER	Total Bid
Builders Chicago Corp	$18,726.05
NWR Construction	$22,523.15

MOTION: To approve Resolution No. R-6-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-6-07

A RESOLUTION AWARDING A CONTRACT FOR THE INSTALLATION OF SECURITY DOORS AT THE DuPAGE PUMPING STATION

WHEREAS, sealed proposals for furnishing and installing security doors at the DuPage Pumping Station were received on January 2, 2007; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the proposal of Builders Chicago Corporation was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards the Contract for the Installation of Security Doors at the DuPage Pumping Station to Builders Chicago Corporation in the amount of $18,726.05 as set forth in its Contract/Proposal, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Contract/Proposal that is acceptable to the DuPage Water Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2007.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-6-07.doc

DATE: January 5, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline/ Instrumentation & Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with EN Engineering, LLC at the January 11, 2007, DuPage Water Commission Meeting Resolution No. R-1-07	**APPROVAL**	

Account No.: 01-60-7910

The Commission entered into a master contract with EN Engineering, LLC dated December 12, 2006, 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-1-07 would approve the following Task Orders to the Master Contract:

Task Order No. 1: Annual Servicing of Standpipe Rectifiers

Approval of this Task Order would authorize EN Engineering to provide annual inspection, maintenance, and adjustment services for the existing cathodic protection rectifiers at Owner's five standpipes. The not to exceed cost for this Task Order is $10,000.00.

Task Order No. 2: Corrosion Data Assessment

Approval of this Task Order would authorize EN Engineering to review and analyze available corrosion data related to the Commission's distribution system, assess the overall integrity of the distribution system with regard to corrosion influence, and, in consultation with Staff, prioritize areas of corrosion concern, and recommend conceptual mitigation measures. The not to exceed cost for this Task Order is $20,000.00.

Task Order No. 3: CRCUC Meeting Attendance and Interference Testing

Approval of this Task Order would authorize EN Engineering to attend quarterly meetings of the Chicago Regional Committee on Underground Corrosion (CRCUC) to monitor the installation or modification of the facilities of CRCUC members that might create stray current interference problems on the Commission's facilities, including performing joint interference testing as required and recommending further action, if any. The not to exceed cost for this Task Order is $50,000.00 assuming 20 days of

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline/ Instrumentation & Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with EN Engineering, LLC at the January 11, 2007, DuPage Water Commission Meeting Resolution No. R-1-07	**APPROVAL**	

field testing.

Task Order No. 4: ROV-11A Stray Current Identification and Mitigation

The presence of stray AC voltage and current has been discovered at ROV-11A located in Glendale Heights. Approval of this Task Order would authorize EN Engineering to investigate, identify the source of and perform interim measures to control the stray current, and prepare a report documenting their findings and recommendations regarding permanent stray current mitigation measures. Approval of this Task Order would also authorize engineering services for the design of an AC current mitigation system if needed. The not to exceed cost for this Task Order is $55,000.00.

MOTION: To approve Resolution No. R-1-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-1-07

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH EN ENGINEERING, LLC AT THE
JANUARY 11, 2007, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with En Engineering, LLC (the "Consultant") dated December 12, 2006, to provide, from time to time, professional engineering services in connection with various 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.

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 _____, 2007.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-1-07.doc

EXHIBIT 1

TASK ORDER NO. 1

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and EN Engineering, LLC ("Consultant") for Professional Engineering Services dated December 12, 2006 (the "Contract"), Owner and Consultant agree as follows:

1. **Project**:

   Annual Servicing of Standpipe Rectifiers

   Provide annual inspection, maintenance, and adjustment services for the existing cathodic protection rectifiers at Owner's five standpipes.

2. **Services of Consultant**:

   A. Basic Services:

      1. Inspect, test, and clean the existing cathodic protection rectifiers, including controls, meters, contacts, wiring and connections, at Owner's five standpipes listed below:

         - Standpipe No. 1, Roselle
         - Standpipe No. 2, Glendale Heights
         - Standpipe No. 3, Naperville
         - Standpipe No. 4E, Lisle Township
         - Standpipe No. 4W, Lisle Township

         Replace fuses as required.

      2. Test and adjust the rectifier systems at all five of Owner's standpipes, including but not limited to the following:

         - Tank-to-water potential profile within each tank to monitor and verify effectiveness of system.
         - Electrical measurements to test anode and reference cells.
         - Adjust systems for optimum corrosion control on submerged metal surface of tank.

      3. Prepare, for review and approval by Owner, a report summarizing the results of the foregoing for each separate standpipe, including

all data obtained, evaluation of data obtained, and operating recommendations.

B. Additional Services:

None

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

None

4. **Commencement Date**:

January 12, 2007

5. **Completion Date**:

180 days following 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**:

Names:	Telephone:
Dave Schramm	630.353.4039
Jenny Hudson	630.353.4034
Ron Turner	630.353.4037

8. **Contract Price**:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.5 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 $10,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments**:

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

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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. **Special Safety Requirements**:

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant's legal obligations, Consultant is advised that Owner has designated its standpipes as permit-required confined spaces because the spaces are confined and enclosed and subject to the accumulation of hazardous substances or toxic or flammable contaminants or have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress, and permit space entry shall be only through compliance with a permit space program meeting the requirements of OSHA and other applicable law. Owner will inform Consultant of the precautions and procedures that Owner has implemented for the protection of Owner's employees in or near the Work site or sites where Consultant's personnel will be working. Consultant shall inform Owner of the precautions and procedures that Consultant has implemented for the protection of Consultant's employees in or near the standpipes, including the permit space program that Consultant will follow and of any hazards confronted or created in permit spaces. When both Consultant and Owner personnel will be working simultaneously in or near permit spaces, Owner and Consultant shall coordinate entry operations as required by OSHA and other applicable law.

In addition, Consultant is reminded that one of the purposes of the Project is to test and adjust the rectifiers at the standpipes and, therefore, it would be reasonable to assume that hazardous electrical voltage and current may be present at any time during the Services. Consultant shall not rely upon Owner's energy control program and procedures or Owner's placement of lockout/tagout devices, Owner's verification of isolation, deenergization, and readiness of the workplace or places for release from lockout/tagout, or Owner's notification of

affected employees. Consultant shall independently affix its own lockout/tagout devices, independently verify isolation, deenergization, and readiness of the workplace or places for release from lockout/tagout, and independently notify affected employees in accordance with Consultant's own energy control program and procedures and as required by OSHA and other applicable law. Owner and Consultant shall inform each other of their respective lockout/tagout programs and procedures and Owner shall instruct its employees to comply with the restrictions and prohibitions of Consultant's energy control program and procedures.

Finally, Consultant must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances, and shall:

i. Provide its own fall-protection, fall-restraint, or fall-arrest equipment; and

ii. Provide its own confined space entry equipment, including gas monitors, ventilation, and personnel retrieval systems.

11. **Modifications to Contract**:

None

12. **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 January 12, 2007.

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John W. Schori

Title: Instrumentation / Remote Facilities Supervisor

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

E-mail Address: schori@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

EN ENGINEERING, LLC

By: _____
Joseph J. Posewick, P.E.
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David A. Schramm

Title: Vice President, Pipeline Integrity and Corrosion Services

Address: 7135 Janes Avenue, Woodridge, Illinois 60517

E-mail Address: dschramm@enengineering.com

Phone: (630) 353-4039

Fax: (630) 353-7777

TASK ORDER NO. 2

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and EN Engineering, LLC ("Consultant") for Professional Engineering Services dated December 12, 2006 (the "Contract"), Owner and Consultant agree as follows:

1. **Project**:

   Corrosion Data Assessment

   Review and analyze available corrosion data related to the Commission's distribution system, prioritize areas of corrosion concern, and recommend conceptual mitigation measures.

2. **Services of Consultant**:

   A. Basic Services:

      1. Perform an initial review and assessment of all available corrosion data and furnish, for review and approval by Owner, five copies of a report addressing the overall integrity of the distribution system with regard to corrosion influence, and review in person with Owner.

      2. Consult with Owner to determine and prioritize particular areas of corrosion concern and develop mutually agreed upon master program, schedule, and preliminary construction budget.

      3. Furnish, for review and approval by Owner, five copies of a report summarizing particular areas of corrosion concern and, for each area of concern, recommended mitigation alternates and estimated probable costs, and review in person with Owner.

      4. Furnish five copies of each final, Owner-approved report.

   B. Additional Services:

      None

   C. Assumptions:

      1. Data to be reviewed is Close-Interval Survey (CIS) data.

      2. Approximately 15 miles of CIS data will be provided by Owner.

      3. Data will be provided in paper format (3 ring binders) by Owner.

      4. Cost estimate provided by Consultant does not include cost to compile electronic data into a database.

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

   None

4. **Commencement Date**:

   January 12, 2007

5. **Completion Date**:

   90 days following 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**:

Names:	Telephone:
Dave Schramm	630.353.4039
Jenny Hudson	630.353.4034
Juan Silva	630.353.4036

8. **Contract Price**:

   For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.5 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 $20,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments**:

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

   Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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. **Special Safety Requirements**:

None

11. **Modifications to Contract**:

None

12. **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 January 12, 2007.

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ed Kazmierczak

Title: Pipeline Supervisor

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

E-mail Address: kazmierczak@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

EN ENGINEERING, LLC

By: _____
Joseph J. Posewick, P.E.
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David A. Schramm

Title: Vice President, Pipeline Integrity and Corrosion Services

Address: 7135 Janes Avenue, Woodridge, Illinois 60517

E-mail Address: dschramm@enengineering.com

Phone: (630) 353-4039

Fax: (630) 353-7777

TASK ORDER NO. 3

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and EN Engineering, LLC ("Consultant") for Professional Engineering Services dated December 12, 2006 (the "Contract"), Owner and Consultant agree as follows:

1. **Project**:

   CRCUC Meeting Attendance and Interference Testing

2. **Services of Consultant**:

   A. Basic Services:

      1. Attend quarterly meetings of Chicago Regional Committee on Underground Corrosion (CRCUC); and

      2. In cases identified by Consultant and approved by Owner's General Manager for further investigation where the installation or modification of the facilities of a member of CRCUC might create a stray current interference problem on Owner's facilities, Consultant shall, after written authorization to proceed:

         a. On behalf of Owner, enter Owner's name as an interested party in such CRCUC case.

         b. Schedule joint interference testing with the owner of the potentially interfering system.

         c. Perform interference testing on Owner's facilities as required.

         d. Prepare a letter report for Owner detailing the findings of the testing, analysis of the test results, and recommendations for further action, if required.

         e. At subsequent meetings of the CRCUC, report and maintain Owner's position regarding the outcome of the testing.

   B. Additional Services:

      None

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

   None

4. **Commencement Date**:

January 12, 2007

5. **Completion Date**:

365 days following 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**:

Names:	Telephone:
Dave Schramm	630.353.4039
Jenny Hudson	630.353.4034
Phil Zack	630.353.4009
Ron Turner	630.353.4037

8. **Contract Price**:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.5 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 $50,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

Assumptions: for the not to exceed contract price referenced above, the Consultant has assumed 20 days of field testing.

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 salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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. **Special Safety Requirements**:

None

11. **Modifications to Contract**:

None

12. **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 January 12, 2007.

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ed Kazmierczak

Title: Pipeline Supervisor

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

E-mail Address: kazmierczak@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

EN ENGINEERING, LLC

By: _____
Joseph J. Posewick, P.E.
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David A. Schramm

Title: Vice President, Pipeline Integrity and Corrosion Services

Address: 7135 Janes Avenue, Woodridge, Illinois 60517

E-mail Address: dschramm@enengineering.com

Phone: (630) 353-4039

Fax: (630) 353-7777

TASK ORDER NO. 4

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and EN Engineering, LLC ("Consultant") for Professional Engineering Services dated December 12, 2006 (the "Contract"), Owner and Consultant agree as follows:

1 **Project**:

ROV-11A Stray Current Identification and Mitigation

2. **Services of Consultant**:

A. Basic Services:

1. Perform field testing to identify the source of, extent of influence, and magnitude of an induced AC current discovered at ROV-11A.

2. Provide analysis of Owner's needs and comparative studies of prospective solutions, if required;

3. Provide economic analysis of various alternatives, if required; and

4. Prepare, for review and approval by Owner, a report summarizing the foregoing and, if corrective action is required, Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide five copies and review them in person with Owner.

After written authorization to proceed if corrective action is required:

5. Determine the general scope, extent, and character of the corrosion mitigation system to be utilized;

6. Prepare preliminary design documents consisting of drawings, specifications, a written description of the corrosion mitigation system to be utilized, and other documents appropriate for the Project; and

7. Furnish five copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

After written authorization to proceed:

8. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation into the construction

contract documents. Such drawings and specifications shall show the general scope, extent, and character of the work to be furnished and performed by the construction contractor;

9. Assist Owner by providing all required criteria, descriptions, and design data and consulting with officials and Owner to obtain permits and to prepare other bidding and construction contract documents; and

10. Furnish five copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding and construction contract documents, for review and approval by Owner, and review them in person with Owner.

B. Additional Services:

Provide immediate and temporary stray current control measures at the ROV-11A.

Provide written safety guidelines for Owner personnel to use when working around potential hazardous AC voltages.

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

None

4. **Commencement Date**:

January 12, 2007

5. **Completion Date**:

180 days following 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**:

Names:	Telephone:
Dave Schramm	630.353.4039

Jenny Hudson	630.353.4034
Ron Turner	630.353.4037
Glen Morgan	630.353.4032

8. **Contract Price**:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.5 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 $55,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments**:

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

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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. **Special Safety Requirements**:

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant's legal obligations, Consultant is reminded that one of the purposes of the Project is to perform field testing to identify the source of, extent of influence, and magnitude of an induced AC current discovered at ROV-11A and, therefore, it would be reasonable to assume that hazardous electrical voltage and current may be present at any time during the Services. Consultant must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances, and shall:

1. Independently verify the presence or absence of AC electrical current on or in the vicinity of Owner's ROV-11A and its appurtenances and notify affected personnel accordingly. Owner shall instruct its employees to comply with the restrictions and prohibitions of Consultant's energy control program and procedures.

ii. Take immediate and necessary measures to protect all workers, Owner employees, and general public from hazardous electrical voltage and current.

iii. Work with Owner's personnel to control hazardous electrical voltages and current and control access to the locations where hazardous electrical voltages and currents are present.

iv. Train and instruct Owner's personnel on the safe electrical working practices to be employed between the time of temporary control measures being employed through and up to the time when permanent control measures are applied.

11. **Modifications to Contract**:

None

12. **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 January 12, 2007.

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ed Kazmierczak

Title: Pipeline Supervisor

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

E-mail Address: kazmierczak@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

EN ENGINEERING, LLC

By: _____
Joseph J. Posewick, P.E.
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David A. Schramm

Title: Vice President, Pipeline Integrity and Corrosion Services

Address: 7135 Janes Avenue, Woodridge, Illinois 60517

E-mail Address: dschramm@enengineering.com

Phone: (630) 353-4039

Fax: (630) 353-7777

DATE: January 05, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Operations
ITEM	A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and Primera Engineers, LTD. for Professional Engineering Services Resolution No. R-2-07	**APPROVAL**	

Account No. 01-60-6560

Resolution No. R-2-07 would approve and authorize the execution of a contract between the DuPage Water Commission and Primera Engineers, LTD. for professional engineering services in connection with an evaluation of the existing climate control system for the main computer room at the DuPage Pumping Station.

The main computer room at the DuPage Pumping Station is currently conditioned with the VA V air-handling system that serves the entire office complex. Although this air-handling unit does provide the ability to cool, humidify, and dehumidify, the controls are not dedicated to main computer room and respond more to occupant comfort in other areas of the building rather than the conditions in the main computer room. In addition, the heat load in the main computer room has increased due to additional equipment and the existing system may be approaching its maximum capacity.

Primera Engineers, LTD. is a professional engineering firm with expertise in the area of climate control systems and proposes to provide an evaluation and analysis of the existing climate control system at the DuPage Pumping Station in relation to existing and potential future equipment loads in the main computer room at a cost not to exceed $4,000.00. Because the Commission has been satisfied with the services provided by Primera Engineers, LTD in the past, the selection procedures of the Local Government Professional Services Selection Act need not be followed.

MOTION: To approve Resolution No. R-2-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-2-07

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A CONTRACT BETWEEN THE DuPAGE WATER
COMMISSION AND PRIMERA ENGINEERS, LTD. FOR ENGINEERING SERVICES

WHEREAS, the Commission desires to obtain, and Primera Engineers, LTD., an Illinois corporation ("Consultant"), desires to provide, professional engineering services in connection with the evaluation, analysis, and assessment of the existing climate control system for the main computer room at the DuPage Pumping Station;

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

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

SECTION TWO: A Contract between the DuPage Water Commission and Primera Engineers, LTD., 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, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Contract, in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Contract shall not be so executed on behalf of the Commission unless and until the General Manager of the Commission shall have been presented with copies of the Contract executed by Primera Engineers, LTD. Upon execution by the General Manager, the Contract, 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 _____, 2007.

ATTEST:

_____
Chairman

_____
Clerk

Board/Resolutions/R-2-07.doc

EXHIBIT 1

CONTRACT BETWEEN

DuPAGE WATER COMMISSION
AND
PRIMERA ENGINEERS, LTD.
FOR
PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Primera Engineers, LTD., 100 South Wacker Drive, Suite 700, Chicago, Illinois 60606, an Illinois corporation ("Consultant"), make this Contract as of 12th day of January, 2007, and hereby agree as follows:

1. **Performance of the Services**

A. Services. Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Services":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, information, data, and other items necessary to evaluate the climate control system for the main computer room at the DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Illinois ("Project");

2. Insurance. Procure and furnish all insurance certificates specified in this Contract;

3. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional practices, in full compliance with, and as required by or pursuant, to this Contract.

B. Performance Standards. All Services shall be fully provided, performed, and completed in accordance with the following Scope of Services:

- Consultant shall evaluate options for conditioning the main computer room at the DuPage Pumping Station to maintain temperature and humidity at recommended levels based upon Owner-provided data regarding existing and potential future equipment loads for the computer room.

- Consultant shall prepare, for review and approval by Owner, a draft report describing its findings and recommendations for corrective action.

- After Owner approval of the draft report, Consultant shall prepare a final report, together with an estimate of probable construction cost.

- Consultant shall meet with Owner as required during the evaluation and to present and discuss the final report.

C. Responsibility for Damage or Loss. The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent errors, omissions, or acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such negligent errors, omissions, or acts, or failure to meet warranty.

D. Corrections. Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under this Contract. Consultant shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Services necessary as a result of Consultant's negligent errors, omissions, or acts, or failure to meet warranty.

2. **Compensation**

Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses but not exceed $4,000.00.

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

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

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Services are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

100% Upon Final Acceptance

All payments may be subject to deduction or setoff by reason of any failure of Consultant to perform under this Contract. Each payment shall include Consultant's certification of the value of all Services for which payment is then requested and Consultant's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. **Contract Time**

Consultant shall commence the Services within seven days following execution of this Contract by Owner provided Consultant shall have furnished to Owner all insurance certificates specified in this Contract (the "Commencement Date"). Consultant shall perform the Services diligently and continuously and shall complete the Services not later than 30 days following the Commencement Date.

4. **Financial Assurance**

A. Insurance. Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below. Such insurance shall be in form, and from companies, acceptable to Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Consultant's duty to carry adequate insurance or on Consultant's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Services are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: $500,000 ea. accident-injury
$500,000 ea. employee-disease
$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

Each Occurrence:	$1,000,000
General Aggregate:	$2,000,000
Completed Operations Aggregate:	$2,000,000
Personal Injury:	$1,000,000

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Broad Form Property Damage Endorsement
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Professional Liability

Limits shall not be less than $3,000,000 per occurrence and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of this Contract.

5. Additional Insured

Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, shall be named as an Additional Insured o all policies except:

Commercial General Liability
Commercial Motor Vehicle Liability

B. Indemnification. Consultant shall indemnify and save harmless Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Consultant's negligent performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

C. Penalties. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

5. **Consultant's Representations and Warranties**

Consultant hereby represents and warrants as follows:

A. The Services. Consultant warrants that the Services and all of its components shall be free from defects and flaws in design; shall strictly conform to the requirements of this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract; and shall be performed in accordance with the highest standards of

professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1 101 et seq.

C. Not Barred. Consultant is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Consultant is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Consultant is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Consultant represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

6. **Acknowledgements**

Consultant acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Consultant in this Contract.

B. Confidential Information. All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

C. Documents. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence of this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Consultant except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

PRIMERA ENGINEERS, LTD.

By: _____
MICHAEL F. DESANTIAGO
PRESIDENT

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

ATTACHMENT A-1

DIRECT LABOR COSTS
(Billing Rates)

Primera Engineers, Ltd.
Fully Loaded Billing Rates by Position
as of 03/01/2006

Engineers/Architects	Billing Rate			Avg.
Principal	$154	-	$180	$180
Project Manager	$118	-	$160	$140
Sr. Engineer	$124	-	$149	$137
Commissioning Engineer	$103	-	$144	$124
Engineer 3	$98	-	$129	$114
Engineer 2	$87	-	$113	$100
Engineer 1	$77	-	$103	$90
Jr. Engineer	$62	-	$82	$72
Project Architect	$93	-	$144	$119
Sr. Architect	$82	-	$123	$103
Architect	$72	-	$98	$85
Jr. Architect	$57	-	$82	$70

Designers/Drafters/Clerical			
Design Engineer 2	$88	-	$103
Design Engineer 1	$77	-	$103
Designer Level 2	$69	-	$93
Designer Level 1	$67	-	$82
CADD Operator	$67	-	$93
Drafter	$46	-	$67
Clerical	$41	-	$57
Construction Inspector	$77	-	$98

All rates are subject to change annually on March 1st; change will reflect the then prevailing labor market and our then current audited overhead multiplier.

DATE: January 4, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the January 11, 2007, DuPage Water Commission Meeting Resolution No. R-3-07	**APPROVAL**	

Account Number: 01-60-6631

The Commission entered into certain agreements dated August 29, 2005, with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for providing yard storage for Commission property and/or quick response construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-3-07 would approve the following Work Authorization Orders under the Quick Response Contracts:

Work Authorization Order No. 006: This work authorization is for the repair of a leak to an air release/access manhole located on the 90" Transmission Main in Maywood. This work was performed in conjunction with the shutdown of the 90" Transmission Main that was necessary in order to complete the work under Contract BOV-2. The cost of this work is not known but is estimated to be $5000.00.

MOTION: To approve Resolution No. R-3-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-3-07

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-7/05 AT THE
JANUARY 11, 2007, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated August 29, 2005, with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for providing yard storage for Commission property and/or quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-7/05"); and

WHEREAS, Contract QR-7/05 is designed to allow the Commission to direct one or more or all of the quick response contractors to provide yard storage for Commission property and/or quick response construction work, including, without limitation, construction, alteration and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such yard storage of Commission property or quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby 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 Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2007

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-3-07.doc

Exhibit 1

CONTRACT QR-7/05
WORK AUTHORIZATION ORDER

CONTRACT QR-7. : QUICK RESPONSE CONTRACT

LOCATION:

IN the town of Maywood in the Cook County Court PARKing lot

CONTRACTOR:

Rossi

DESCRIPTION OF WORK:

Repair leaking Air Release

REASON FOR WORK:

Air Release leaking

MINIMUM RESPONSE TIME:

NA

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [✓] IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

NA

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

NA

DU PAGE WATER COMMISSION

By: Robert H Morley
Signature of Authorized Representative

DATE: 1/2/07

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: Ronald Rasa
Signature of Authorized Representative

DATE: 29 DEC 06

CONSTRUCTION/QR-6/FORMS/WORK AUTHORIZATION FORM.doc
LQG PAYOUT NUMBERS:
CONSTRUCTION/QR-6/PAYOUTS/QR6CQNT.XLS (as of 2/18/04)

DATE: January 5, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	General Manager's Office
ITEM	A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station Resolution No. R-7-07	**APPROVAL**	

Account Nos.: 01-60-7210
01-60-7910
01-60-7940

Resolution No. R-7-07 would approve an Intergovernmental Agreement between the Commission and the City of Chicago concerning the construction, operation, and maintenance of Electrical Generation Facilities and other capital improvements at the Lexington Pumping Station, including Commission financing of up to $30,000,000.00 in capital improvement costs.

Under the proposed agreement, the Commission and the City will share equally in the aggregate costs of all improvement projects (except as specifically provided below for the Electrical Generation Facilities or as may be otherwise mutually agreed for any other improvement project). Neither party's share of the aggregate costs can exceed $15,000,000.00 without an amendment to the agreement approved by the Board and City Council. The City's obligation to share equally in the cost of the Electrical Generation Facilities is subject to the limitation that the City's total share cannot exceed the sum of (a) 50% of the cost of designing and constructing the two replacement Variable Frequency Drives, (b) $4,000,000.00 plus 100% of the cost of designing and constructing the Solar Photovoltaic System over and above the sum of $8,000,000.00, and (c) $8,500,000.00, which amount represents the average generation cost per average daily pumping capacity at the pumping stations where the City has already constructed backup generation, as such amount is adjusted by the ENR Construction Index. The City will reimburse the Commission monthly for such costs through a 10% credit against Commission water purchases from the City.

MOTION: To approve Resolution No. R-7-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-7-07

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT CONCERNING THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ELECTRICAL GENERATION FACILITIES AND OTHER CAPITAL IMPROVEMENTS AT THE LEXINGTON PUMPING STATION

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

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

WHEREAS, the Commission has entered into a Water Supply Contract with the City of Chicago (the "City") dated March 19, 1984, to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers (the "Chicago Contract"); and

WHEREAS, pursuant to the Chicago Contract, the Commission constructed certain interconnection facilities between the Commission's Waterworks System and the City's existing water supply system, including a 12-foot diameter tunnel to connect to the City's water tunnel system at its Central Park Avenue Pumping Station and extending westward to approximately the City of Chicago's western limits (the "Tunnel"), and (ii) a 220 million gallon per day (mgd) pumping station, that contains a 30 million gallon reservoir, at the terminus of the Tunnel near the intersection of Central Avenue and the Eisenhower Expressway (the "Lexington Pumping Station"); and

WHEREAS, the Chicago Contract assigns responsibility for the operation and maintenance of the City-owned Lexington Pumping Station to the City; and

WHEREAS, the Chicago Contract further specifies that the Commission and the City shall share equally in the cost of operating and maintaining the Lexington Pumping Station except that the Commission pays a portion of the electrical costs (depending upon water levels in the Tunnel); and

WHEREAS, the Commission's Vulnerability Assessment identifies the lack of backup generation as the greatest vulnerability facing the Commission; and

WHEREAS, the Commission and the City have determined that it is desirable to enhance the level of maintenance and install electrical generation facilities at the Lexington Pumping Station; and

WHEREAS, it is in the best interest of the Commission and the City to set forth in an agreement their understandings concerning the construction, operation, and maintenance of electrical generation facilities and other capital improvements at the Lexington Pumping Station; and

WHEREAS, pursuant to the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the City are authorized to enter into an agreement concerning the construction, operation, and maintenance of electrical generation facilities and other capital improvements at the Lexington Pumping Station;

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 Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and it hereby is approved and accepted by the DuPage Water Commission.

SECTION THREE: The Chairman of the Board of Commissioners of the DuPage Water Commission shall be and hereby is authorized and directed to execute an Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station in substantially the form attached hereto as Exhibit 1.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2007.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-7-07.doc

Resolution No. R-7-07

EXHIBIT 1

RESOLUTION NO. R-7-07
Exhibit 1

INTERGOVERNMENTAL AGREEMENT CONCERNING
THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF
ELECTRICAL GENERATION FACILITIES AND OTHER CAPITAL
IMPROVEMENTS AT THE LEXINGTON PUMPING STATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the CITY OF CHICAGO, a municipal corporation created and existing under the laws of the State of Illinois (the "City"), acting by and through its Department of Water Management (the "Department").

W I T N E S S E T H:

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

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

WHEREAS, the Commission has entered into a Water Supply Contract with the City dated March 19, 1984, to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers (the "Chicago Contract"); and

WHEREAS, pursuant to the Chicago Contract, the Commission constructed certain interconnection facilities between the Commission's Waterworks System and the

City's existing water supply system, including a 12-foot diameter tunnel to connect to the City's water tunnel system at its Central Park Avenue Pumping Station and extending westward to approximately the City of Chicago's western limits (the "Tunnel"), and (ii) a 220 million gallon per day (mgd) pumping station, that contains a 30 million gallon reservoir, at the terminus of the Tunnel near the intersection of Central Avenue and the Eisenhower Expressway (the "Lexington Pumping Station"); and

WHEREAS, the Chicago Contract assigns responsibility for the operation and maintenance of the City-owned Lexington Pumping Station to the City; and

WHEREAS, the Chicago Contract further specifies that the Commission and the City shall share equally in the cost of operating and maintaining the Lexington Pumping Station except that the Commission pays a portion of the electrical costs (depending upon water levels in the Tunnel); and

WHEREAS, the Commission's Vulnerability Assessment identifies the lack of backup generation as the greatest vulnerability facing the Commission; and

WHEREAS, the Commission and the City have determined that it is desirable to enhance the level of maintenance and install electrical generation facilities at the Lexington Pumping Station; and

WHEREAS, it is in the best interest of the Commission and the City to set forth in this Agreement their understandings concerning the construction, operation, and maintenance of electrical generation facilities and other capital improvements at the Lexington Pumping Station; and

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

NOW, THEREFORE, it is agreed by and between the Commission and the City 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. OPERATION AND MAINTENANCE OF THE LEXINGTON PUMPING STATION

A. Pursuant to the Chicago Contract, the City shall be responsible for the operation and maintenance of the Lexington Pumping Station.

B. The Commission has no objection to the possible remote operation by the City of the Lexington Pumping Station upon upgrading or improving the City's Supervisory Control and Data Acquisition (SCADA) System for the Lexington Pumping Station. The City shall be under no obligation to upgrade or improve the City's SCADA System for the Lexington Pumping Station. In the event the City does upgrade or improve the City's SCADA System for the Lexington Pumping Station, the City shall ensure that the City's upgraded or improved SCADA System for the Lexington Pumping Station is integrated with the Commission's SCADA System to at least the same degree as the City's existing SCADA System for the Lexington Pumping Station is currently integrated with the Commission's SCADA System.

C. The City shall provide the Commission with "read-only" access to the City's Computerized Maintenance Management System (but only upon the installation of said system) or, in the alternative, shall provide the Commission with monthly reports generated by that system upon its installation. The City shall be under no obligation to install said Computerized Maintenance Management System.

D. The Commission shall notify the City operators at the Lexington Pumping Station a minimum of one hour prior to any request by the Commission for a change in pump operation.

E. The City shall maintain the Lexington Pumping Station, including without limitation the electrical generation facilities and other capital improvements hereinafter provided for, in good repair and working order and shall regularly and systematically perform such maintenance or repair as may be necessary to preserve or restore the ability of the Lexington Pumping Station to deliver water and function reliably as originally designed. The City will promptly perform all duties with respect to the Lexington Pumping Station as may be required by this Agreement, by the Chicago Contract, and by all other applicable laws.

F. On a monthly basis, the Commission and the City shall jointly inspect the Lexington Pumping Station, which inspection shall include, at a minimum, the items identified on the checklist attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A-1. The General Manager of the Commission (the "General Manager") and the Commissioner of the Department (the "Commissioner") shall jointly prepare a monthly inspection report (each a "Monthly Report"), in

substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A-2, summarizing any agreement between the Commission and the Department concerning the results of the inspection and the General Manager's and the Commissioner's agreed-upon joint recommendations (if any) for additional maintenance, repairs, corrections, or capital improvements.

G. For each capital improvement project identified in a Monthly Report that exceeds the sum of $100,000.00, as reasonably estimated by the General Manager and the Commissioner (the "Joint Estimate"), where funds greater than or equal to the Joint Estimate are available to the Commission to be expended (each an "Improvement Project"), the Improvement Project shall be delineated and described in a Task Order executed by the Commission and the Department (a "Task Order"), which Task Order shall provide for the design, construction, and operation of the Improvement Project in accordance with Section 4 of this Agreement. Said Task Order shall be in substantially the same form as Exhibit B attached hereto and by this reference incorporated herein and made a part hereof.

H. The Commission and the City shall share equally in the aggregate costs of the Improvement Projects except as otherwise provided in this Agreement or a Task Order for a particular Improvement Project; provided, however, that neither party's share (as determined pursuant to this Agreement) of the aggregate costs of the Improvement Projects shall exceed $15,000,000.00 without an amendment to this Agreement approved by the Board of Commissioners of the DuPage Water Commission and by the City Council of the City. The "Electrical Generation Facilities" as defined and

provided for in Section 3 of this Agreement shall be deemed to be an Improvement Project for purposes of this limitation on aggregate costs.

SECTION 3. CONSTRUCTION AND OPERATION OF THE ELECTRICAL GENERATION FACILITIES

A. For purposes of this Agreement, "Electrical Generation Facilities" shall mean a facility to provide on-site standby electrical generation at Lexington Pumping Station to provide 2020 average day flow to the Commission and shall include the following:

(i) Four 2000kW diesel-fueled generators.

(ii) Modified 4.16kV switchgear, including the addition of a breaker section on each side of the switchgear to accommodate two new circuit breakers.

(iii) Replacement of the two existing Variable Frequency Drives.

(iv) ComEd Paralleling (Plan C).

(v) Solar Photovoltaic System on top of the 30 million gallon reservoir portion of the Lexington Pumping Station (the "Solar Photovoltaic System").

(vi) Such other equipment and appurtenances as may be necessary for the operation and construction of the foregoing in conformance with the approved design plans therefor.

B. The Electrical Generation Facilities shall be located at a site selected, acquired, and owned by the City (the "Electrical Generation Facilities Site"). The Electrical Generation Facilities Site shall be subject to the review and approval of the General Manager.

C. The Commission and the City shall share equally in the cost of designing the Electrical Generation Facilities, subject to the limitations set forth in Section 3F of this Agreement. The Commission shall be the contracting party with the design

engineer and will administer the design contract for the benefit of both the Commission and the City.

The Commission's standard design contract shall be used and, if the design contract includes other work, the cost of the Electrical Generation Facilities shall be separately identified in the design contract. In addition, the design cost of the two replacement Variable Frequency Drives and the design cost of the Solar Photovoltaic System shall be separately identified in the design contract. The design contract shall contain the terms and conditions set forth on Exhibit C attached hereto and by this reference incorporated herein and made part hereof. The City shall be solely responsible for monitoring and enforcing compliance with Exhibit C; provided, however, that the Commission shall retain such contract amounts as the City may direct in writing are necessary to enforce compliance with Exhibit C.

The engineering design, plans, and specifications for the Electrical Generation Facilities shall incorporate the design criteria, standards, and base technical specifications and details provided by the City, as such design criteria, standards, and base technical specifications and details provided by the City may be supplemented with additional technical specifications as may be required for the Electrical Generation Facilities. 30%, 60%, 90%, and 100% final engineering design, plans, and specifications for the Electrical Generation Facilities shall be submitted to the City for review and approval by the Commissioner. The Commission shall further consult with the City when requested: (i) to keep the City advised as to the progress of the design work, (ii) to address issues of mutual concern regarding the details of such design work,

and (iii) to allow the City to make timely use of its rights pursuant to Section 3L of this Agreement.

The final design of the Electrical Generation Facilities shall be subject to the review and approval of both the General Manager and the Commissioner. Such approval shall occur prior to the expenditure of any funds pursuant to Section 3D of this Agreement.

D. The Commission and the City shall share equally in the cost of constructing the Electrical Generation Facilities, subject to the limitations set forth in Section 3F of this Agreement. The Commission shall solicit bids for the construction of the Electrical Generation Facilities, including all necessary equipment and appurtenances.

The Commission's standard form of bidding and construction contract documents shall be used and, if the bidding and construction contract documents include other work, the cost of the Electrical Generation Facilities shall be separately identified in the bidding and construction contract documents. In addition, the cost of the two replacement Variable Frequency Drives and the cost of the Solar Photovoltaic System shall be separately identified in the bidding and construction contract documents. The bidding and construction contract documents shall contain the terms and conditions set forth on Exhibit C attached hereto. The City shall be solely responsible for monitoring and enforcing compliance with Exhibit C; provided, however, that the Commission shall retain such contract amounts as the City may direct in writing are necessary to enforce compliance with Exhibit C.

The Commission agrees to solicit, award, and administer all contracts for the Electrical Generation Facilities in the best interest of both the Commission and the City and to consult with, and keep advised the City regarding the progress of the work and any problems encountered or changes recommended. Both the Commission and the City must agree to the award of any contract for the construction of the Electrical Generation Facilities. Upon approval of both the Commission and the City, the Commission shall enter into a construction contract(s) with the selected contractor(s) for the construction of the Electrical Generation Facilities, and shall administer such construction contract(s) in conformance with this Agreement. It is understood that, although the City will not be a party to the construction contract(s), the City will be designated as a third party beneficiary of the construction contract(s), including but not limited to any insurance, indemnity, bond(s), guaranty, or warranty required by the construction contract(s), and the City, and its officers, agents, and employees, shall be named as additional insureds on the construction contractors' general liability insurance required by the construction contract(s) for the Electrical Generation Facilities. In addition, any change order, as well as final acceptance and approval of the completed Electrical Generation Facilities, shall be subject to the approval of both the Commission and the City. Neither the Commission nor the City shall be required to approve or accept any portion of the Electrical Generation Facilities until all portions of the Electrical Generation Facilities, including all punch list items, have been fully and properly completed.

E. The Electrical Generation Facilities shall be designed and constructed in accordance with a time schedule to be approved by the Commission and the City.

F. Except as otherwise provided in this Section 3F, the City shall reimburse the Commission for 50% of the actual cost incurred by the Commission in connection with: (i) the design (including feasibility and value engineering studies), bidding, contracting, managing, and actual construction and installation of the Electrical Generation Facilities, including without limitation equipment required for the operation of the Electrical Generation Facilities and all administrative, financing, supervisory, inspection, engineering, consulting, surveying, and legal fees, costs, and expenses associated therewith; (ii) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction and installation of the Electrical Generation Facilities, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (iii) the review and processing of plans and agreements for the construction and installation of the Electrical Generation Facilities and in connection with the negotiation, preparation, consideration, and review of this Agreement, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith.

The City shall reimburse the Commission monthly for such fees, costs, and expenses through a 10% credit against Commission water purchases from the City under the Chicago Contract. Such credit shall be given by the City to the Commission within thirty (30) days after the date of City approval of such expenditures, which approval shall not be unreasonably withheld or delayed. Prior to and as a condition of

the City's approval of expenditures, the Commission shall submit to the City an invoice from the Commission together with proper contractor's sworn statements, and partial or final waivers of lien, as may be appropriate.

The City's obligation to share equally in the cost of designing and constructing the Electrical Generation Facilities is subject to the limitation that the City's total share shall not exceed the sum of (a) 50% of the cost of designing and constructing the two replacement Variable Frequency Drives, (b) $4,000,000.00 plus 100% of the cost of designing and constructing the Solar Photovoltaic System over and above the sum of $8,000,000.00, and (c) $8,500,000.00, which amount represents the average generation cost per average daily pumping capacity at the pumping stations where the City has already constructed backup generation, as such amount is adjusted by the ENR Construction Index published by the *Engineering News Record.* In no case shall the City's portion of the costs of design and construction of the Electrical Generation Facilities exceed the limitation on aggregate costs set forth in Section 2H of this Agreement without an amendment hereto approved by the City Council of the City. The City shall reimburse the Commission solely through a 10% credit against Commission water purchases from the City under the Chicago Contract.

The Commission's obligation to share equally in the cost of designing and constructing the Electrical Generation Facilities is subject to the limitation that the Commission's total share shall not exceed the sum of (a) 50% of the cost of designing and constructing the two replacement Variable Frequency Drives, (b) $4,000,000.00 of the cost of designing and constructing the Solar Photovoltaic System, and (c)

$8,500,000.00, as such amount is adjusted by the ENR Construction Index published by the *Engineering News Record*, plus 100% of the cost of designing and constructing the Electrical Generation Facilities (except for the Variable Frequency Drive Replacements and the Solar Photovoltaic System) over and above the sum of $8,500,000.00, as adjusted as aforesaid. In no case shall the Commission's portion of the costs of design and construction of the Electrical Generation Facilities exceed the limitation on aggregate costs set forth in Section 2H of this Agreement without an amendment hereto approved by the Board of Commissioners of the DuPage Water Commission.

G. Prior to the Commission's solicitation of bids for the construction of the Electrical Generation Facilities, the City, without charge to the Commission, shall: (i) present the Commission with adequate evidence of merchantable fee simple title to the Electrical Generation Facilities Site; and (ii) grant to the Commission, and its employees and contractors, all temporary construction easements, rights of entry, and rights of access necessary for the construction and installation of the Electrical Generation Facilities satisfactory to the Commission's attorneys, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the General Manager.

H. Upon acceptance and approval of the Electrical Generation Facilities by the City, ownership of the Electrical Generation Facilities and a bill of sale therefor shall be conveyed to the City.

Immediately following such conveyance, the City shall own and operate the Electrical Generation Facilities, the Electrical Generation Facilities shall become the sole and exclusive property of the City, and the City shall operate and maintain the

Electrical Generation Facilities pursuant to the terms and conditions of the Chicago Contract and this Agreement, and the Commission shall have no obligation or duty with respect thereto except as otherwise provided in the Chicago Contract for the Commission's share of operation and maintenance costs.

I. Once the Electrical Generation Facilities become operational, the Electrical Generation Facilities shall be placed into operation by the City on a monthly basis, or more frequently if required to maintain the integrity of the Electrical Generation Facilities.

J. The City hereby acknowledges and agrees that it shall have no claim against the Commission, its officers, agents, employees, or engineers with respect to the design or location of the Electrical Generation Facilities. The Commission shall indemnify, save harmless and defend the City from all damages, costs or liabilities suffered because of injury to or death of any person or persons, or damage to property, or any other cause of action of any sort, that may arise out of or as a consequence of the negligent acts or omissions of the Commission or its authorized agents, servants, employees or contractors in the installation and construction of the Electrical Generation Facilities where such acts or omissions occur before transfer of ownership of the Electrical Generation Facilities pursuant to Section 3H of this Agreement. The City shall indemnify, save harmless, and defend the Commission from all damages, costs or liabilities suffered because of injury to or death of any person or persons, or damage to property, or any other cause of action of any sort, that may arise out of or as a consequence of the negligent acts or omissions of the City or its authorized agents,

servants, employees or contractors in the operation and maintenance of the Electrical Generation Facilities where such acts or omissions occur after transfer of ownership of the Electrical Generation Facilities pursuant to Section 3H of this Agreement.

K. The Commission shall be responsible for obtaining all approvals and permits for the design, installation, and construction of the Electrical Generation Facilities, including but not limited to the approval of the United States Environmental Protection Agency and the Illinois Environmental Protection Agency. The City hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be necessary in order for the Commission to secure any permits required from any county, state, or federal agency, or that may be necessary to cause relocation of public utility facilities for or in connection with any and all work to be done by or on behalf of the Commission within the boundaries of the City of Chicago.

L. Either the General Manager or the Commissioner may cancel all or any portion of the design, installation, and construction of the Electrical Generation Facilities upon thirty (30) days advance written notice to the other, in any of the following situations:

(i) In the event the City shall not have approved the final design of the Electrical Generation Facilities on or before June 1, 2008.

(ii) In the event the property for the Electrical Generation Facilities Site is not acquired by the City, as provided in Section 3B of this Agreement, on or before June 1, 2007.

(iii) In the event the Commission and the City are unable to agree on the award by the Commission of a contract(s) for the construction of the Electrical Generation Facilities on or before November 1, 2008.

Upon any such cancellation of work, this Agreement shall be void and of no effect with respect to the canceled work; provided, however, that the provisions of Sections Two, Four, and Five of this Agreement shall continue in full force and effect throughout the term of the Chicago Contract; and provided further, however, that the City shall remain responsible for 50% of all fees, costs, and expenses incurred or accrued by both the Commission and the City in connection with the Electrical Generation Facilities prior to such cancellation, subject to the terms hereof. In the event that, following service of notice of any such cancellation but before actual cancellation, the basis for such notice is corrected, the notice shall be considered void and of no effect, and this Agreement shall continue in full force and effect with respect to all or any portion of the Electrical Generation Facilities that were the subject of such notice of cancellation.

SECTION 4. CONSTRUCTION AND OPERATION OF IMPROVEMENT PROJECTS

A. For each Improvement Project delineated and described in a Task Order issued pursuant to this Agreement, the Commission shall design and construct the Improvement Project. The City shall reimburse the Commission for 50% of all fees, costs, and expenses incurred or accrued by both the Commission and the City in connection with the Improvement Project except as otherwise provided in a Task Order for a particular Improvement Project, subject to (i) the same terms and conditions as are set forth in Section 3 of this Agreement for the Electrical Generation Facilities and (ii) the limitation on aggregate costs set forth in Section 2H of this Agreement.

B. All such Improvement Projects shall be constructed and installed in accordance with the terms and conditions contained in such Task Order and this

Agreement. The Commissioner and the Commission shall agree on the Improvement Projects to be constructed and installed, the time for completion of the work, and any limitations on the Commission's and the City's obligation to share equally in the cost of designing and constructing the Improvement Projects to be constructed and installed. The terms and conditions set forth in this Agreement shall apply to each Task Order unless specifically modified in such Task Order as provided for in this Agreement. In the event of a conflict between this Agreement and a Task Order as provided for in this Agreement, the conflicting provision of the Task Order shall take precedence for that Task Order. In the event this Agreement is amended by the Commission and the City, such amendment shall apply to all Tasks Orders issued after the effective date of the amendment and, unless otherwise specifically provided in such amendment, shall not apply to any Task Orders issued prior to the effective date of the amendment.

SECTION 5. LEGAL RELATIONSHIPS AND REQUIREMENTS

A. 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 City shall be addressed to, and delivered at, the following address:

City of Chicago
Department of Water Management
Jardine Water Purification Plant
1000 East Ohio Street
Chicago, Illinois 60611
Attention: Commissioner

with a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Finance and Economic Development

The Commission and the City each shall have the right to change the address or addressee (or both) for all future notices to it, by providing notice in compliance with the requirements of this Section 5A, but no notice of a change of address shall be effective until actually received.

B. This Agreement shall be deemed to supplement but not to supplant the Chicago Contract. Except where expressly provided in this Agreement, nothing in this Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of the Chicago Contract. The Commission and the City shall at all times comply with all terms and conditions of the Chicago Contract except as otherwise provided in

this Agreement. Under no circumstances shall any dispute of any nature under this Agreement excuse, delay, or in any other way affect the Commission's or the City's performance under the Chicago Contract.

Notwithstanding anything to the contrary contained in the Chicago Contract, the Commission and the City expressly acknowledge and agree that the City shall not be entitled to payment or reimbursement from the Commission for the design, bidding, contracting, managing, and actual construction and installation of the Electrical Generation Facilities or other capital improvements provided by or pursuant to this Agreement.

C. The Commission and the City agree to cooperate in good faith throughout the term of this Agreement to implement the provisions set forth herein. The Commission and the City agree and acknowledge that further details regarding the construction and operation of the Electrical Generation Facilities and the other capital improvements provided by or pursuant to this Agreement may be subject to a future agreement.

D. This Agreement may not be assigned by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

E. Execution of this Agreement by the City is authorized by an ordinance adopted by the City Council of the City on _____, 2007 and published at pages _____-_____ of the Journal of Proceedings of the City Council of that date. Execution of this Agreement by the Commission is authorized by Resolution/Ordinance

No. ***XX*** adopted by the Board of Commissioners of the DuPage Water Commission on ***XXX***, 2007. The Commission and the City each hereby represent and warrant to the other that (i) it has the authority to enter into and perform its obligations under this Agreement and any Task Order issued in accordance with this Agreement, (ii) the signing and delivery of this Agreement and of any Task Order issued in accordance with this Agreement, and the performance of its obligations under this Agreement and any such Task Order, have been duly authorized by all requisite corporate action, and (iii) that it has the full and complete right, power, and authority to enter into this Agreement and any Task Order issued in accordance with this Agreement and to agree to the terms, provisions, and conditions set forth herein and therein. The Commission and the City hereby further represent and warrant to each other, each for itself and no others, (1) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement and any Task Order issued in accordance with this Agreement have been taken and (2) that neither the execution of this Agreement, nor any Task Order issued in accordance with this Agreement, nor the performance of the obligations assumed by the Commission or the City hereunder or thereunder will (a) result in a breach or default under any agreement to which the Commission or the City is a party or to which it is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Commission or the City is subject.

F. No course of dealing or failure of the Commission or the City 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.

G. 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.

H. 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.

I. 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.

J. This Agreement sets forth the entire agreement of the Commission and the City with respect to enhanced maintenance and the construction, operation, and maintenance of the Electrical Generation Facilities and other capital improvements at the Lexington Pumping Station, and there are no other understandings or agreements, oral or written, between the Commission and the City with respect thereto, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

K. In case any one or more of the provisions contained in this Agreement should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby; provided, however, that if the remaining parts hereof may not reasonably be construed together without the part or parts so held invalid or unenforceable, the parties agree to negotiate such reasonable amendments hereto as shall be required to most nearly conform this Agreement, as thereby amended, to the original intention of the parties (subject, if necessary in the City's opinion, to the approval of the City Council of the City and/or, if necessary in the Commission's opinion, to the approval of the Board of Commissioners of the DuPage Water Commission).

SECTION 6. NON-DISCLOSURE AND CONFIDENTIALITY

The Commission shall require all bidders on any contract for the design or construction of the Electrical Generation Facilities or of any other Improvement Project to sign and deliver a non-disclosure and confidentiality agreement for the benefit of the Commission and the City in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit D or in a form otherwise acceptable to the Commission and the City.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the DuPage Water Commission and the City of Chicago have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day and year first above written.

DuPAGE WATER COMMISSION

_____
Chairman

CITY OF CHICAGO

_____
Commissioner
Department of Water Management

EXHIBIT A-1

Lexington Pumping Station
Monthly Inspection Checklist

DWC Representative _____ Date of Inspection _____

CDWM Representative _____ Time of Inspection _____

Others in Attendance _____ Weather Conditions _____

Site / Grounds		
Equipment	Status	Comments
Entrance Gate	In Service Out Service	
Intercom	In Service Out Service	
Security Camera	In Service Out Service	
Fence Line	Describe Condition	
Driveway	Describe Condition	
Exterior Lighting	# of Bulbs Out	
Landscaping	Describe Condition	
Parking Lot	Describe Condition	
Reservoir	In Service Out Service	
Surge Shaft	In Service Out Service	
96" Valve #1	Open Closed	
96" Valve #2	Open Closed	
Crane	In Service Out Service	
Valve Operator # 1	In Service Out Service	
Valve Operator # 2	In Service Out Service	
Influent Chamber	In Service Out Service	

Site / Grounds		
Equipment	Status	Comments
Effluent Chamber	In Service Out Service	
Meter Vault A	Describe Condition	
60" Valve	Open Closed	
Hydraulic Operator	In Service Out Service	
Sump Pump # 1	In Service Out Service	
Sump Pump # 2	In Service Out Service	
Meter Vault B	Describe Condition	
Sump Pump # 1	In Service Out Service	
Sump Pump # 2	In Service Out Service	
Meter Vault C	Describe Condition	
48" Valve North	Open Closed	
48" Valve South	Open Closed	
Valve Operator North	In Service Out Service	
Valve Operator South	In Service Out Service	
Manometer North	In Service Out Service	
Manometer South	In Service Out Service	
Sump Pump # 1	In Service Out Service	
Sump Pump # 2	In Service Out Service	

Site / Grounds		
Equipment	Status	Comments
Meter Vault D	Describe Condition	
36" Valve	Open Closed	
Valve Operator	In Service Out Service	
Sump Pump # 1	In Service Out Service	
6" Flow Meter	In Service Out Service	
Sump Pump # 2	In Service Out Service	
Surge Tank	In Service Out Service	
Switchgear Bldg.	Describe Condition	
Transformer Yard	Describe Condition	

Level -31 Pump Room Floor		
Equipment	Status	Comments
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
Pump # 1	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Pump # 2	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	

Level -31 Pump Room Floor		
Equipment	Status	Comments
Pump # 3	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Pump # 4	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Pump # 5	In Service Out Service	
Motor # 5	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Pump # 6	In Service Out Service	
Motor # 6	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	

Level -31 Pump Room Floor		
Equipment	Status	Comments
Pump # 7	In Service Out Service	
Motor # 7	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Pump # 8	In Service Out Service	
Motor # 8	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Pump # 9	In Service Out Service	
Motor # 9	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Pump # 10	In Service Out Service	
Motor # 10	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Emer Sump Pump	In Service Out Service	

Level -31 Pump Room Floor		
Equipment	Status	Comments
Footing Pump # 1	In Service Out Service	
Motor #1	In Service Out Service	
Footing Pump # 2	In Service Out Service	
Motor #2	In Service Out Service	
Chain Falls	In Service Out Service	

Level –15 2 Vacuum Priming Units Vertical Shaft Bearings		
Equipment	Status	Comments
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
Vacuum Priming Unit # 1	In Service Out Service	
Vacuum Priming Unit # 2	In Service Out Service	
Vertical Shaft Brg #1	In Service Out Service	
Vertical Shaft Brg #2	In Service Out Service	
Vertical Shaft Brg #3	In Service Out Service	
Vertical Shaft Brg #4	In Service Out Service	

Level +1.0 8 Venturi Vertical Shaft Bearings		
Equipment	Status	Comments
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
Venturi #1	In Service Out Service	
Venturi #2	In Service Out Service	

Level +1.0 8 Venturi Vertical Shaft Bearings		
Equipment	Status	Comments
Venturi #3	In Service Out Service	
Venturi #4	In Service Out Service	
Venturi #5	In Service Out Service	
Venturi #6	In Service Out Service	
Venturi #7	In Service Out Service	
Venturi #8	In Service Out Service	
Vertical Shaft Brg #1	In Service Out Service	
Vertical Shaft Brg #2	In Service Out Service	
Vertical Shaft Brg #3	In Service Out Service	
Vertical Shaft Brg #4	In Service Out Service	

Level +15 Pipe Gallery Surge Relief Vertical Shaft Bearings		
Equipment	Status	Comments
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
Water Tight Doors North	Open / Closed	
Water Tight Doors South	Open / Closed	
Surge Relief North	In Service Out Service	
Surge Relief South	In Service Out Service	
Vertical Shaft Brg # 1	In Service Out Service	
Vertical Shaft Brg # 2	In Service Out Service	
Vertical Shaft Brg # 3	In Service Out Service	

Level +15 Pipe Gallery Surge Relief Vertical Shaft Bearings		
Equipment	Status	Comments
Vertical Shaft Brg # 4	In Service Out Service	

Level +34 Main Floor		
Equipment	Status	Comments
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
Control Room	Describe Condition	
Restrooms	Describe Condition	
Break Room	Describe Condition	
Online Instrumentation	In Service Out Service	
Fire Detection System	In Service Out Service	
E-Generator	In Service Out Service	
Chain Fall	In Service Out Service	
Air intake Fan	In Service Out Service	
Exhaust Fan	In Service Out Service	
Boiler # 1	In Service Out Service	
Boiler # 2	In Service Out Service	
Boiler # 3	In Service Out Service	
HWP # 1	In Service Out Service	
HWP # 2	In Service Out Service	
HWP # 3	In Service Out Service	
HWP # 4	In Service Out Service	

Level +34 Main Floor		
Equipment	Status	Comments
Parco Accumulator # 1	In Service Out Service	
Parco Accumulator # 2	In Service Out Service	
Oil Pump # 1-A	In Service Out Service	
Oil Pump # 1-B	In Service Out Service	
Oil Pump # 2-A	In Service Out Service	
Oil Pump # 2-B	In Service Out Service	
Air Compressor # 1-A	In Service Out Service	
Air Compressor # 1-B	In Service Out Service	
Air Compressor # 2-A	In Service Out Service	
Air Compressor # 2-B	In Service Out Service	
Harmonic Filter Room	Describe Condition	
Lighting	In Service Out Service	
Floors	Clean / Dirty	
Maintenance Shop	Describe Condition	
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
Air Compressor	In Service Out Service	
Air Dryer # 1	In Service Out Service	
Air Dryer # 2	In Service Out Service	
Overhead doors	In Service Out Service	
Motor # 1	In Service Out Service	
Motor # 2	In Service Out Service	

Level +34 Main Floor		
Equipment	Status	Comments
Motor # 3	In Service Out Service	
Motor # 4	In Service Out Service	
Electrical room	Describe Condition	
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
VFD # 1	In Service Out Service	
VFD # 2	In Service Out Service	
VFD # 3	In Service Out Service	
VFD # 4	In Service Out Service	
4160 Switchgear A	In Service Out Service	
4160 Switchgear B	In Service Out Service	
480 Switchgear	In Service Out Service	
35 Ton Crane	In Service Out Service	
Elevator	In Service Out Service	
Parco Cabinets	In Service Out Service	

Level +50 HVAC System		
Equipment	Status	Comments
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
AHU #1	In Service Out Service	
AHU #2	In Service Out Service	
Chiller #1	In Service Out Service	

Level +50 HVAC System		
Equipment	Status	Comments
Water Heater #1	In Service Out Service	
CHWP # 1	In Service Out Service	
CHWP # 2	In Service Out Service	
CWP # 1	In Service Out Service	
CWP # 2	In Service Out Service	
CWP # 3	In Service Out Service	

Level + 70 Filter Penthouse		
Equipment	Status	Comments
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
Filters	Clean / Dirty	

DWC Representative _____

CDWM Representative _____

EXHIBIT A-2

Lexington Pumping Station
Monthly Inspection Report

DWC Representative _____ Date of Inspection _____

CDWM Representative _____ Time of Inspection _____

Others in Attendance _____ Weather Conditions _____

Inspection Results:
Joint Recommendations for Additional Maintenance, Repairs, or Corrections:

Joint Recommendations for Capital Improvement Projects and Cost Estimates:

AGREED AND ACCEPTED:

Date: _____

_____
General Manager
DuPage Water Commission

Date: _____

_____
Commissioner
Department of Water Management
City of Chicago

EXHIBIT B

TASK ORDER FORM

In accordance with Section 2G of the Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the DuPage Water Commission (the "Commission") and the City of Chicago (the "Chicago"), dated ***[DATE]*** (the "Agreement"), the Commission and the City agree as follows:

1. **Project**:

   [Insert Title, Description and Scope of the Project]

2. **Design Requirements**:

   A. Design Criteria:

   [Describe key design attributes/components]

   B. Design Standards

   [Incorporate by reference or list minimum design standards or state "none"]

   C. Base Technical Specifications and Details:

   [Incorporate by reference or list base technical specifications and details or state "none"]

3. **Preliminary Commencement Date**:

   ☐ the date of execution of this Task Order by the Commission and the City.

   ☐ _____ days following execution of this Task Order by the Commission and the City.

   ☐ _____ days following issuance of Notice to Proceed by the Commission and the City.

☐ _____, 200_.

4. **Preliminary Completion Date**:

For use with single phase projects or multiple phase projects with single completion date:

☐ _____ days following the Commencement Date.

☐ _____, 200__.

For use with multiple phase projects with separate completion dates:

A. Study and Report Phase: _____ days following the Commencement Date.

B. Preliminary Design Phase: _____ days following issuance of Notice to Proceed by Owner.

C. Final Design Phase: _____ days following issuance of Notice to Proceed by the Commission and the City.

D. Bidding or Negotiating Phase: _____ days following issuance of Notice to Proceed by the Commission and the City.

E. Construction Phase: _____ days following completion by, and final payment to, the construction contractor.

F. Operational Phase: _____ days following issuance of Notice to Proceed by the Commission and the City.

G. _____ Phase: _____ days following issuance of Notice to Proceed by the Commission and the City.

5. **Cost Sharing**:

[state "equal" or describe specialized cost sharing arrangement]

6. **Modifications to Agreement**:

[Describe Agreement modifications or state "none"]

7. **Attachments**:

[List or state "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 Agreement.

The Effective Date of this Task Order is _____, 200_.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin, P.E.
General Manager

CITY OF CHICAGO

By: _____
Commissioner
Department of Water Management

EXHIBIT C

SPECIAL TERMS AND CONDITIONS FOR THE DESIGN, BIDDING, AND CONSTRUCTION CONTRACT DOCUMENTS FOR THE ELECTRICAL GENERATION FACILITIES

The design, bidding, and construction contract documents for the Electrical Generation Facilities shall contain, at a minimum, the following special terms and conditions:

1. **City of Chicago**.

The Commission has entered into an agreement with the City of Chicago (the "City") for the design and construction by the Commission of the Electrical Generation Facilities. The Electrical Generation Facilities will be operated and maintained by City personnel from the time said facilities first become operational. Accordingly, any preconstruction conferences and any demonstrations, instructions, or training to be provided for the operation of the facilities shall include City personnel.

City representatives shall have full and complete access to the Work Site for purposes of observing the construction and installation of the Electrical Generation Facilities. In addition, any Change Order as well as Final Acceptance of the Work shall be subject to the approval of the City to the extent of the Electrical Generation Facilities.

2. **City of Chicago Security**.

A. If Bidder/Contractor, in the performance of the Work, has or will have access to Chicago Department of Water Management (CDWM) facilities, the City may conduct such background and employment checks, including criminal history checks and work permit documentation, as the CDWM and the City may deem necessary, on Bidder/Contractor, any subcontractor, or any of their respective employees. The CDWM has the right to require Bidder/Contractor to supply or provide access to any additional information the CDWM deems relevant. Before beginning work on the Work, Bidder/Contractor must:

i. Provide the City with a list of all employees (for purposes of this Section 2, "employee" refers to any individual employed or engaged by Bidder/Contractor or by any of Bidder/Contractor's subcontractors) requiring access to enable the City to conduct such background and employment checks;

ii. Deliver to the City consent forms signed by all employees who will work on the Work and that do not have current CDWM security badges consenting to the City's and Bidder/Contractor's performance of the background checks; and

iii. Deliver to the City consent forms signed by all employees who will require access to the CDWM facility and do not now have CDWM security badges consenting to the searches described in this Section 2.

B. The CDWM may preclude Bidder/Contractor, any subcontractor, or any employee from performing on the Work. Further, Bidder/Contractor must immediately report any information to the CDWM relating to any threat to CDWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. Bidder/Contractor must, not withstanding anything contained in the Contract to the contrary, at no additional cost to the City, adhere, and cause its subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to Bidder/Contractor from time to time during the term of the Work and any extensions of it.

C. Each employee whom Bidder/Contractor wishes to have access to a CDWM facility must submit a signed, completed "Area Access Application" to the CDWM to receive a CDWM Security Badge. If Bidder/Contractor wishes a vehicle to have access to a CDWM facility, Bidder/Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the CDWM's discretion may require including, name, address, date of birth, social security number (and for vehicles: make, model, driver's license number, vehicle license plate number, and appropriate stickers). Bidder/Contractor is responsible for requesting and completing these forms for each employee who will be working as CDWM facilities and at the CDWM's sole discretion. Bidder/Contractor must make available to the CDWM, within one business day of request, the personnel file of any employee who will be working on the Work.

D. At the CDWM'S request, Bidder/Contractor and its subcontractors must maintain an employment history of employees going back five years from the date Bidder/Contractor began the Work. If requested, Bidder/Contractor must certify that it has verified the employment history as required on the form designated by the CDWM. Bidder/Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

E. CDWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on CDWM property.

F. The following rules related to Security Badges and Vehicle Permits must be adhered to:

i. Each employee must wear and display the CDWM Security Badge issued to that employee on their outer apparel at all times. At the sole discretion of the CDWM and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State

Police, or any other municipal, state or federal law enforcement agency, all vehicles (and their contents are subject to interior and/or exterior inspection entering or exiting CDWM facilities, and all employees and other individuals entering or exiting CDWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The CDWM may deny access to any vehicle or individual at the CDWM'S sole discretion.

ii. All individuals operating a vehicle on CDWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Drivers License.

iii. All required City Stickers and State Vehicle Inspection stickers must be valid.

iv. Individuals must remain within their assigned area unless otherwise instructed by the CDWM or the City.

G. Access to the CDWM property will be determined by the CDWM. The CDWM may deny access when, at the CDWM's sole discretion, the vehicle or individual poses some security risk to CDWM.

H. Unauthorized hazardous or illegal material, including but not limited to hazardous materials as defined in 49 CFR Parts 100-185 (e.g., explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on CDWM property. Alcoholic beverages are also prohibited.

3. **Interruptions**.

The successful Bidder/Contractor shall take all necessary precautions so that no interruption of water supply operations shall be caused. **THE SUCCESSFUL BIDDER/CONTRACTOR SHALL NOT OPERATE ANY EXISTING VALVES OR NEW VALVES WHICH CONNECT TO THE CITY'S WATER SYSTEM.**

4. **Not Barred**.

In order to induce the City to approve this Contract, Contractor hereby warrants and represents to the City that neither the Contractor nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. "Affiliate," when used to indicate a

relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

5. **Documents**.

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Bidder/Contractor in connection with any or all of the Services/Work (the "Documents") shall be and remain the joint property of the Commission and the City.

6. **Prevailing Wage**.

Bidder/Contractor covenants and agrees to pay, and to contractually obligate and cause each Subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Work employees. All such contracts shall list the specified rates to be paid to all laborers, workers, and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Bidder/Contractor shall provide the City with copies of all such contracts entered into by the Bidder/Contractor to evidence compliance with this Section 6.

7. **Employment Opportunity**.

The Bidder/Contractor, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various Subcontractors on the Work (collectively, with the Bidder/Contractor, the "Employers" and individually an "Employer") to agree that during the course of the Work:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code of Chicago, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation,

military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City; and to provide that contracts for the Work be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section 7, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Work, and shall require inclusion of these provisions in every Subcontract entered into by any Subcontractors, so that each such provision shall be binding upon each contractor or subcontractor, as the case may be.

8. **Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment**.

Bidder/Contractor recognizes that a portion of the Work required to be performed pursuant to the terms and conditions of this Contract is located within the City and on property owned by the City. It is the established policy of the City to promote equal employment opportunities for residents of the City and minority and women-owned businesses. The Commission and its project are not, as a matter of law, obligated to comply with the City ordinances and policies in this regard; nevertheless, the Bidder/Contractor shall, with respect to all Work performed within the City, make good

faith efforts to establish affirmative action goals for the employment of City residents and minority and women-owned businesses in the performance of the Work.

EXHIBIT D

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

BACKGROUND:

The DuPage Water Commission (the "Commission"), on behalf of the City of Chicago Department of Water Management (the "City") (together with the Commission, "City/Commission"), will issue a request to bid on _____ (the "Project").

The Company executing this Affidavit (the "Company") is considering submitting a bid for the Project (the "Bid").

City/Commission has agreed to provide the Company with information and documents that City/Commission considers to be confidential (the "Confidential Information") for the sole purpose of preparation of the Bid by the Company.

City/Commission will not provide the Confidential Information to the Company without this Affidavit, and the Company is delivering this Affidavit to City/Commission to induce City/Commission to provide the Confidential Information to the Company.

The Confidential Information covered by this Affidavit presents safety and security concerns for the integrity of the City's water purification, treatment and distribution system. The Confidential Information is prepared for or references the Project and contains the Construction Drawings and Detailed Specifications of Project including but not limited to, diagrams, schematics, drawings, photographs, specifications, test analyses, or other documents related to the Project.

NOW, THEREFORE, the Company agrees, acknowledges, covenants, warrants and represents to City/Commission as follows:

1. The Background set forth above is hereby incorporated herein.

2. The person executing this Affidavit on behalf of the Company will be responsible for each copy of the Construction Drawings and Detailed Specifications of South Water Purification Plant – Chlorine Improvements Project or other Confidential Information that is received. If additional copies are needed, the Company will make such copies as are necessary for the preparation of the Bid. Any copy, note and/or drawing in written or tangible form that is created from Confidential Information shall be considered Confidential Information for the purposes of this Affidavit. The Company must maintain control of all copies, notes and/or drawings constructed through or about Confidential Information or other information provided by City/Commission, through procedures that include recording, tracking, collection and destruction of all such information.

3. The Company agrees to keep the Confidential Information in confidence and to disclose the Confidential Information only to those employees, subcontractors, consultants and affiliates of the Company who are directly involved in preparing the Bid. In connection with this Affidavit, "to disclose" shall mean to divulge, reveal, describe, summarize, paraphrase, quote, transmit or otherwise communicate information, whether or not pursuant to request, interrogatory or process.

4. Any person to whom the Company desires to grant access to the Confidential Information, including employees, subcontractors, consultants and affiliates of the Company as referenced in Section 3 above, must agree individually and expressly to the terms of a non-disclosure affidavit prescribed by City/Commission. If any Confidential Information is included in the Bid, then those portions of the Bid will be considered Confidential Information.

5. The Company must return all Confidential Information received from City/Commission within five business days of City/Commission's request for return. The Company must collect and destroy all Confidential Information that was created by the Company and/or its subcontractors within five business days of City/Commission's request for destruction.

6. The Company must provide immediate written notice to City/Commission of any actual requirement, including a copy of any written request, or potential requirement of any court or agency to disclose Confidential Information received by the Company. The Company will cooperate with City/Commission's efforts to seek a protective order or other legal relief limiting such disclosure.

7. The Company will not be liable for disclosing Confidential Information resulting from judicial decree or government regulation, provided the Company gives prompt and immediate notice to City/Commission and discloses the Confidential Information in accordance with any related protective order which City/Commission may obtain in response to such decree or regulation.

8. The Company acknowledges that a violation of any of the provisions of this Affidavit will cause irreparable harm and injury to City/Commission and City/Commission will be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining the Company from doing or continuing to do any such act and any other violations or threatened violations of this Affidavit.

9. This Affidavit will be construed under and in accordance with the laws of the State of Illinois.

10. All notices required to be given under this Affidavit must be given in writing and must be hand delivered or sent by United States certified or registered mail,

postage prepaid, addressed to the Company or to City/Commission at their respective addresses set forth below, as appropriate., Such notice is considered to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. City/Commission or the Company may, from time to time, change the address to which notices will be sent by giving notice to the Company or City/Commission, respectively, in the manner provided in this paragraph.

11. The obligations of the Company shall not be assigned by the Company, in whole or in part, without the prior written consent of City/Commission and any purported assignment of same shall be void. This Affidavit shall be binding on successors and permitted assignees of the Company.

12. This Affidavit is the entire agreement by the Company with respect to nondisclosure of Confidential Information pertaining to the conduct of business stated above and supersedes all prior agreements and understandings with respect to this subject. This Affidavit may be amended only in writing and with the written prior approval of City/Commission.

13. The Company shall perform its obligations hereunder without charge to City/Commission.

14. For security reasons, the Company's obligation not to disclose the Confidential Information shall never expire, regardless of whether the Company chooses to bid on the Project.

15. The effective date of this Affidavit is the date that it is signed by the Company.

16. The person signing this Affidavit on behalf of the Company (a) shall be the responsible person in the Company for controlling access to all Confidential Information provided under this Affidavit, and (b) is authorized by the Company to bind the Company by his or her signature hereto.

_____
Print Name and Title of Authorized Employee

_____
Signature of Authorized Employee

_____
Date

_____
Print Name of Company

_____
Print Address of Company

Notarization: _____

ADDRESS OF CITY/COMMISSION FOR PURPOSES OF SECTION 10 ABOVE IS AS FOLLOWS:

Commission:

General Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

AND

City:

Commissioner
Department of Water Management
City of Chicago
1000 East Ohio Street
Chicago, Illinois 60611

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

FROM: Robert L. Martin
General Manager

DATE: January 5, 2007

SUBJECT: January 11, 2007 Commission Meeting

The following resolutions were not finished in time for the board package. They will be sent in the supplemental board package on Tuesday, January 9, 2007. I apologize for any inconvenience.

A. Resolution No. R-8-07: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Greeley and Hansen LLC at the January 11, 2007, DuPage Water Commission Meeting

B. Resolution No. R-9-07: A Resolution Approving and Authorizing the Execution of a Third Amendment to the Contract for Evaluation, Design, and Bidding of Electrical Generation Supply Facilities at the DuPage Pump Station

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DuPAGE WATER COMMISSION
2007 - 2008
FIVE YEAR CAPITAL IMPROVEMENT PLAN
JANUARY 11, 2007

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: January 11, 2007

SUBJECT: Capital Improvement Plan

In accordance with Commission policy, the Capital Improvement Plan is reviewed and evaluated by staff in connection with each new budget cycle. A draft of the updated plan is then submitted to the Commission for its consideration. This annual document is based on the Commission's anticipated needs for normal operations, emergency operations and improvements to the system. While the main focus is the next five fiscal years, included in the plan are additional nine year projections of revenues, expenditures and fund balances. The proposed capital plan is included in the projection summary.

The plan is divided into several sections – DuPage Pump Station Improvements, Lexington Pump Station Improvements, and Standpipe Improvements. A summary shows the capital outlay, which are funded by sales tax revenues, on a fiscal year basis. Each fiscal year's programmed expenditures are included in the financial projection of Commission revenues and expenditures through fiscal year 2020-21.

This plan differs from last year's Capital Improvement Plan as follows:

> The 30 Million Gallon Reservoir has been budgeted in fiscal year 2015 - 2016, the year the Revenue Bonds are retired.
>
> The replacement of the Variable Frequency Drives at the Lexington Pumping Station has been added. This work will be done in conjunction with the Lexington Pumping Station electrical generation system. The Variable Frequency Drives were installed during the initial construction of the pumping station. Obtaining replacement parts has been difficult and the units, because of the older technology, take up a large space at the pumping station.
>
> Solar Photovoltaic System has been added for the Lexington Pumping Station. The Chicago Department of Water Management

has proposed the installation of photovoltaic cells to promote "green" technology.

The cost of the Electrical Generation Facility, the Variable Frequency Drive Replacement and the Solar Photovoltaic System at the Lexington Pumping Station will be split between the Chicago Department of Water Management and the Commission. The Chicago Department of Water Management will pay 50% of the Electrical Generation Facility up to a maximum of $8.5 million. The Commission will pay 50% of the Solar Photovoltaic System up to $4 million. Because the replacement of the Variable Frequency Drives is considered maintenance, the Commission and the Chicago Department of Water Management will equally share the replacement cost.

The draft fiscal 2007-08 planning document represents the twelfth consecutive year in which the Commission has evaluated a Capital Improvement Plan. Utilizing this process over the years has allowed the Commission to have a much better understanding of its long-term capital and operating needs and the level of funding required from various sources.

Current Commission policy reflected in this plan uses sales tax to pay 50% of the Water Revenue Bonds. Public Act 93-0226, which was enacted on July 22, 2003, requires the Commission to maintain a customer rate of not more than $1.65 per 1,000 gallons for a period of five years. Based upon the Committee of the Whole meeting of December 14, 2006, this plan proposes reducing the water rate to $1.15 per 1,000 gallons through fiscal year 2014-2015, then increasing the rate to $1.25 to fund the construction of 30 Million Gallon Reservoir. This prevents the unrestricted reserves from being reduced too low during the construction period. To maintain this lower rate, it is necessary to use sales tax beginning in fiscal year 2008-09 to supplement operation and maintenance costs. The reduced water rate will result in a reduction in the Commission's unrestricted reserves to put them in line with the proposed policy of 90 days operating budget excluding approved five year capital improvement projects.

Planned improvements accepted by the Board will be included in the 2007-08 budget documents. The budget will be sent to the Board for its review in February and released, in tentative draft form, to the Charter Customers prior to March 1, 2007.

DuPAGE WATER COMMISSION
2007 – 2008
FIVE YEAR CAPITAL IMPROVEMENT PLAN

SUMMARY 1

Five Year Projection Assumptions 2

Summary of Revenues, Expenditures and Fund Balances 3

Summary of Estimated New Construction Costs 5

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8 MW Electrical Generation Facility 8

Cadwell Avenue Realignment 10

Pump #10 12

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STANDPIPE IMPROVEMENTS 25

Standpipe Riser Modifications 26

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DuPAGE WATER COMMISSION
2007 – 2008
FIVE YEAR CAPITAL IMPROVEMENT PLAN

SUMMARY

- Operation and maintenance revenues are based on 94.0% of the IDNR allocation for each fiscal year.
- Fixed cost revenue requirements are 50% of the yearly debt service scheduled for the Commission's outstanding revenue bonds. Sales taxes are used to pay the remaining 50%.
- The average water rate is reduced to $1.15 per thousand gallons through fiscal year 2014-2015, then increasing the rate to $1.25.
- Sales tax receipts will be used beginning May 1, 2008 to hold the water rate at those respective levels.
- Sales tax receipts pay for general obligation bond debt service requirements allowing the abatement of $13.1 million of property tax annually.
- Sales tax increases 2% annually.
- Interest income is based on prior year's earnings versus prior year's net revenues excluding interest earned applied to the same figure for each projected fiscal year.
- Water purchase expense is based on the Commission billing 97.1% of all water purchased from Chicago and 3% annual increases in the Chicago water rate beginning January 1, 2007.
- The 10% water purchase credit will be used to fund Chicago's share of the improvements at the Lexington Pumping Station.
- All other operating expenses not specifically mentioned above are anticipated to rise 5% per year.
- Principal and interest costs are the scheduled debt service payments for the Commission's 2003 revenue bonds and general obligation bonds of 2001.
- Construction and major capital repair costs are inflated 2% per year.
- The Commission set a $20 million goal, which is equivalent to three months operating budget, for an unrestricted fund balance.
- Sales tax proceeds not needed for immediate appropriation are reserved for construction. Water sales receipts not needed for immediate appropriation are reserved for rate stabilization. The water rate stabilization reserve will be exhausted in FY 2007-08 when sales taxes begin to support the established rates.

DuPAGE WATER COMMISSION
SUMMARY OF REVENUES , EXPENDITURES & FUND BALANCES
50% REVENUE BOND SUBSIDY - $1.15 RATE THROUGH FY 2014-15
THEN INCREASED TO $1.25 (RESERVOIR IN FY 2014-18)

	ACTUAL FY 05-06	PROJECTED FY 06-07	ASSUMPTIONS OR % CHANGE	FORECAST FY 07-08	FORECAST FY 08-09	FORECAST FY 09-10	FORECAST FY 10-11	FORECAST FY 11-12
REVENUES:								
FIXED RATE	7,144,469	7,145,094	50.0%	7,145,344	7,144,719	7,145,219	7,146,219	7,144,594
O & M REVENUE	40,848,001	41,593,077	CALCULATED	31,669,526	31,872,711	32,291,609	32,402,210	32,694,471
SALES TAX	34,894,007	35,677,396	2.0%	36,390,944	37,118,763	37,861,138	38,618,361	39,390,728
INVESTMENT INCOME	5,429,133	5,237,712	CALCULATED	5,050,378	4,446,791	4,211,295	4,181,984	3,821,108
SUBSEQUENT CUSTOMER	572,790	714,437	1.0%	721,581	728,797	736,085	743,446	750,880
EMERGENCY SUPPLY	9,854	10,051	2.0%	10,252	10,457	10,666	10,879	11,097
OTHER INCOME	1,236	2,500		2,500	2,500	2,500	2,500	2,500
TOTAL REVENUES	88,899,490	90,380,267		80,990,525	81,324,738	82,258,512	83,105,599	83,815,378
EXPENDITURES:								
WATER PURCHASE	46,058,449	45,187,726	3.0%	46,920,176	48,706,282	50,580,904	52,505,924	54,484,220
CREDIT FROM CHICAGO	-	(868,166)		(2,746,000)	(5,990,500)	(3,973,500)	-	-
OPERATING EXPENSES	9,346,198	9,813,508	5.0%	10,304,183	10,819,392	11,360,362	11,928,380	12,524,799
MINOR CAPITAL	397,056	200,000	5.0%	200,000	210,000	220,500	231,525	243,101
MAJOR REPAIRS	-	2,938,000		-	-	-	-	-
REV BOND P& I	14,288,937	14,290,188	CALCULATED	14,290,688	14,289,438	14,290,438	14,292,438	14,289,188
GO BOND P & I	13,124,150	13,117,900	CALCULATED	13,117,650	13,116,900	13,121,275	13,119,413	-
TOTAL EXPENDITURES	83,214,790	84,679,156		82,086,697	81,151,512	85,599,979	92,077,680	81,541,308
5 YEAR CONSTRUCTION PLAN	5,356,901	1,902,000	CALCULATED	10,185,000	14,833,000	12,285,000	3,278,000	-
DuPAGE COUNTY PAYMENT	15,000,000	15,000,000	PA 93-0226	15,000,000	-	-	-	-
RECLASSIFICATION OF RESTRICTED TO UNRESTRICTED	-	-	CALCULATED	-	-	-	-	-
QUALITY LOAN REPAYMENT	-	-	BOARD POLICY	-	-	-	-	-
NET TRANSACTIONS	(14,672,201)	(11,200,889)		(26,281,172)	(14,659,774)	(15,626,467)	(12,250,081)	2,274,070
BEGINNING BALANCE	134,832,327	120,160,126		108,959,237	82,678,065	68,018,291	52,391,824	40,141,744
ENDING BALANCE	120,160,126	108,959,237		82,678,065	68,018,291	52,391,824	40,141,744	42,415,814
UNRESTRICTED								
HELD FOR EMERGENCY RESERVE	12,900,000	13,300,000	3.0%	13,700,000	14,100,000	14,500,000	14,900,000	15,300,000
O&M RATE STABILIZATION	31,052,607	22,281,709		12,825,328	3,972,637	-	-	-
CONSTRUCTION RESERVE	42,417,219	55,351,228		53,126,437	46,919,354	34,865,524	22,215,444	24,089,514
RECLASSIFICATION OF RESTRICTED TO UNRESTRICTED	-	-		-	-	-	-	-
UNDISTRIBUTED PA93-0226	30,000,000	15,000,000		-	-	-	-	-
UNDISTRIBUTED QUALITY LOANS	3,790,300	3,026,300		3,026,300	3,026,300	3,026,300	3,026,300	3,026,300
TOTAL UNRESTRICTED CASH & EQUIVALENTS	120,160,126	108,959,237		82,678,065	68,018,291	52,391,824	40,141,744	42,415,814
RESTRICTED								
DEPRECIATION	5,000,000	5,000,000		5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
O & M	11,112,075	11,182,954		10,989,343	11,899,236	13,226,644	13,755,164	14,309,506
O & M RESERVE	11,532,818	11,606,381		11,405,439	12,349,784	13,727,452	14,275,984	14,851,315
TOTAL RESTRICTED CASH & EQUIVALENTS	27,644,893	27,789,335		27,394,783	29,249,020	31,954,096	33,031,148	34,160,822
TOTAL CASH & EQUIVALENTS	147,805,019	136,748,572		110,072,848	97,267,311	84,345,920	73,172,892	76,576,635
O & M RATE				0.94	0.94	0.94	0.94	0.94
FIXED COST RATE				0.21	0.21	0.21	0.21	0.21
TOTAL RATE				1.15	1.15	1.15	1.15	1.15

REVISED DRAFT 12/21/2006

DuPAGE WATER COMMISSION
SUMMARY OF REVENUES , EXPENDITURES & FUND BALANCES
50% REVENUE BOND SUBSIDY - $1.15 RATE THROUGH FY 2014-15
THEN INCREASED TO $1.25 (RESERVOIR IN FY 2014-18)

	FORECAST FY 12-13	FORECAST FY 13-14	FORECAST FY 14-15	FORECAST FY 15-16	FORECAST FY 16-17	FORECAST FY 17-18	FORECAST FY 18-19	FORECAST FY 19-20	FORECAST FY 20-21
REVENUES:									
FIXED RATE	7,144,844	7,144,163	7,144,969	7,143,844	-	-	-	-	-
O & M REVENUE	33,471,101	33,648,765	33,929,773	37,592,310	45,400,737	45,400,512	45,899,612	46,415,295	46,230,309
SALES TAX	40,178,543	40,982,114	41,801,756	42,637,791	43,490,547	44,360,358	45,247,565	46,152,516	47,075,566
INVESTMENT INCOME	4,118,876	4,380,301	4,602,347	4,781,816	4,916,823	6,152,140	6,602,183	6,412,669	6,412,669
SUBSEQUENT CUSTOMER	758,389	765,973	773,633	781,369	789,183	797,075	805,046	813,096	821,227
EMERGENCY SUPPLY	11,319	11,545	11,776	12,012	12,252	12,497	12,747	13,002	13,262
OTHER INCOME	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
TOTAL REVENUES	85,685,572	86,935,361	88,266,754	92,951,642	94,612,042	96,725,082	98,569,653	99,809,078	100,555,533
EXPENDITURES:									
WATER PURCHASE	56,558,486	58,694,265	60,892,006	63,199,341	65,579,480	68,061,374	70,611,376	73,268,742	75,478,616
CREDIT FROM CHICAGO	-	-	-	-	-	-	-	-	-
OPERATING EXPENSES	13,151,039	13,808,591	14,499,021	15,223,972	15,985,171	16,784,430	17,623,652	18,504,835	19,430,077
MINOR CAPITAL	255,256	268,019	281,420	295,491	310,266	325,779	342,068	359,171	377,130
MAJOR REPAIRS	-	-	-	-	-	-	-	-	-
REV BOND P& I	14,289,688	14,288,325	14,289,938	14,287,688	-	-	-	-	-
GO BOND P & I	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	84,254,469	87,059,200	89,962,385	93,006,492	81,874,917	85,171,583	88,577,096	92,132,748	95,285,823
5 YEAR CONSTRUCTION PLAN	5,000,000	5,000,000	5,000,000	8,110,000	15,550,000	8,050,000	5,000,000	5,000,000	5,000,000
DuPAGE COUNTY PAYMENT	-	-	-	-	-	-	-	-	-
RECLASSIFICATION OF RESTRICTED TO UNRESTRICTED	-	-	-	-	-	-	-	-	-
QUALITY LOAN REPAYMENT	368,308	368,308	368,308	368,308	368,308	368,308	368,308	368,308	368,308
NET TRANSACTIONS	(3,200,589)	(4,755,532)	(6,327,323)	(7,796,542)	(2,444,567)	3,871,807	5,360,865	3,044,638	638,018
BEGINNING BALANCE	42,415,814	39,215,225	34,459,693	28,132,370	20,335,828	17,891,261	21,763,068	27,123,933	30,168,571
ENDING BALANCE	39,215,225	34,459,693	28,132,370	20,335,828	17,891,261	21,763,068	27,123,933	30,168,571	30,806,589
UNRESTRICTED									
HELD FOR EMERGENCY RESERVE	15,800,000	16,300,000	16,800,000	17,300,000	17,800,000	18,300,000	18,800,000	19,400,000	20,000,000
O&M RATE STABILIZATION	-	-	-	-	-	-	-	-	-
CONSTRUCTION RESERVE	20,388,925	15,133,393	8,306,070	9,528	(42,055,085)	(38,683,278)	(33,822,413)	(31,377,775)	(31,339,757)
RECLASSIFICATION OF RESTRICTED TO UNRESTRICTED	-	-	-	-	39,120,046	39,120,046	39,120,046	39,120,046	39,120,046
UNDISTRIBUTED PA93-0226	-	-	-	-	-	-	-	-	-
UNDISTRIBUTED QUALITY LOANS	3,026,300	3,026,300	3,026,300	3,026,300	3,026,300	3,026,300	3,026,300	3,026,300	3,026,300
TOTAL UNRESTRICTED CASH & EQUIVALENTS	39,215,225	34,459,693	28,132,370	20,335,828	17,891,261	21,763,068	27,123,933	30,168,571	30,806,589
RESTRICTED									
DEPRECIATION	5,000,000	5,000,000	5,000,000	5,000,000	-	-	-	-	-
O & M	14,882,903	15,475,767	16,098,214	16,743,047	-	-	-	-	-
O & M RESERVE	15,446,423	16,061,735	16,707,751	17,376,999	-	-	-	-	-
TOTAL RESTRICTED CASH & EQUIVALENTS	35,329,325	36,537,502	37,805,965	39,120,046	-	-	-	-	-
TOTAL CASH & EQUIVALENTS	74,544,550	70,997,195	65,938,335	59,455,874	17,891,261	21,763,068	27,123,933	30,168,571	30,806,589
O & M RATE	0.95	0.95	0.95	1.05	1.25	1.25	1.25	1.25	1.25
FIXED COST RATE	0.20	0.20	0.20	0.20	-	-	-	-	-
TOTAL RATE	1.15	1.15	1.15	1.25	1.25	1.25	1.25	1.25	1.25

REVISED DRAFT 12/21/2006

DuPAGE WATER COMMISSION
SUMMARY OF ESTIMATED NEW CONSTRUCTION COSTS

DESCRIPTION (BASED ON FY 05-06 COSTS)	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	TOTAL
DuPAGE PUMP STATION IMPROVEMENTS						
8 MW Electrical Generator Facility - Engineering	970,000	450,000	250,000			1,670,000
8 MW Electrical Generator Facility - Construction	2,500,000	2,000,000	3,500,000	2,500,000		10,500,000
Cadwell Avenue Realignment- Engineering	27,000					27,000
Cadwell Avenue Realignment- Construction	385,000					385,000
Pump #10-Engineering				40,000		40,000
Pump #10-Installation				438,000		438,000
Material & Equipment Storage Facilities - Engineering	60,000					60,000
Material & Equipment Storage Facilities - Construction	640,000					640,000
LEXINGTON PUMP STATION IMPROVEMENTS 1						
Generator Facility - Engineering	1,114,000	630,000	416,000			2,160,000
Generator Facility - Construction	2,320,000	6,830,000	4,550,000			13,700,000
Variable Frequency Drive Replacement - Engineering	86,000	48,000	31,000			165,000
Variable Frequency Drive Replacement - Construction	191,000	560,000	369,000			1,120,000
Photovoltaic - Engineering	543,000	273,000	179,000			995,000
Photovoltaic - Construction	1,238,000	3,640,000	2,402,000			7,280,000
STANDPIPE IMPROVEMENTS						
Standpipe Riser Pipe Modifications- Engineering	13,000	13,000	13,000	13,000		52,000
Standpipe Riser Pipe Modifications- Construction	98,000	98,000	98,000	98,000		392,000
	10,185,000	14,542,000	11,808,000	3,089,000	0	39,624,000
INFLATION FACTOR 2% PER YEAR	100.0%	102.0%	104.0%	106.1%	100.0%	
	10,185,000	14,833,000	12,285,000	3,278,000	0	40,581,000
MINOR CAPITAL (5% ANNUAL INCREASE)	200,000	210,000	220,500	231,525	243,101	1,105,126
	10,385,000	15,043,000	12,505,500	3,509,525	243,101	41,686,126

NOTE: 1 Chicago Paying 50%

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DuPAGE PUMP STATION IMPROVEMENTS

PROJECT: 8 MW Electrical Generation Facility

LOCATION: East side of the DuPage Pumping Station service yard

DESCRIPTION: Construct building and install diesel fueled generators.

PURPOSE: Backup electrical power to provide average day flow.

BENEFIT: To maintain pumping operations during electrical power outages. In addition, installed generation could allow DWC to enter into a "curtailable" electric rate structured contract if available.

ESTIMATED COST (2007 DOLLARS):

ENGINEERING: $1,670,000

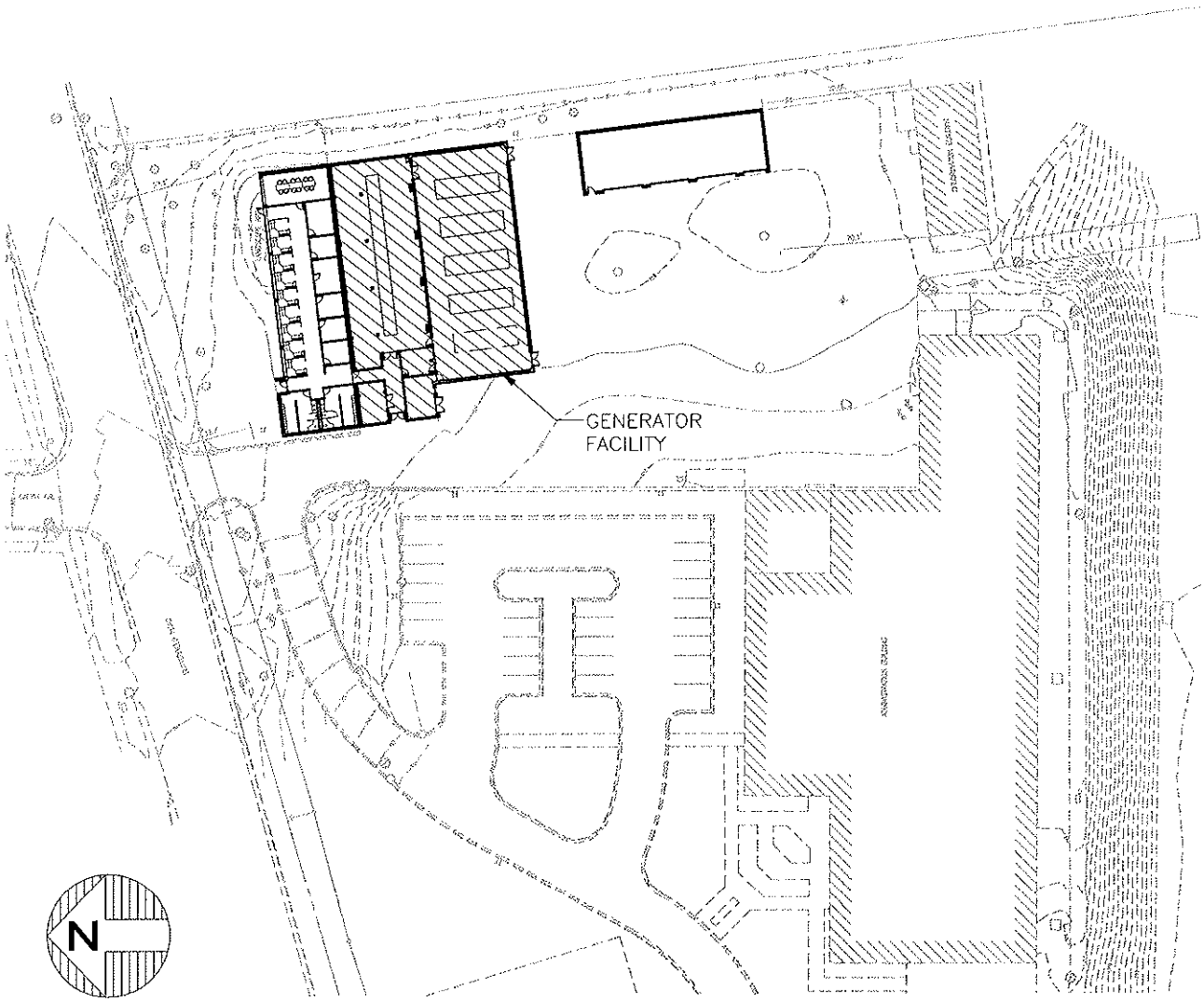
LAND/ROW: Constructed on property owned by Commission

CONSTRUCTION: $10,500,000

TIMING: Fiscal year 2007-2008 – Complete design
Fiscal year 2007-2008 – Construction begins

See site plan on next page.

PROPOSED GENERATOR FACILITY
DU PAGE WATER COMMISSION



DuPAGE WATER COMMISSION
2007 – 2008
FIVE YEAR CAPITAL IMPROVEMENT PLAN

PROJECT: Cadwell Avenue Realignment

LOCATION: On the south and west sides of the DuPage Pumping Station existing 30 MG reservoir

DESCRIPTION: Remove existing township road and replace with Elmhurst road aligned with existing improved roadway.

PURPOSE: Allows the Commission to formally abandon Congress and Harrison Avenue right of ways as approved in an Intergovernmental Agreement with the City of Elmhurst.

BENEFIT: Allows for relocation of utilities and thereby allowing the Commission to provide and install additional perimeter security at the DuPage Pumping Station.

ESTIMATED COST (2007 DOLLARS):

ENGINEERING: $27,000

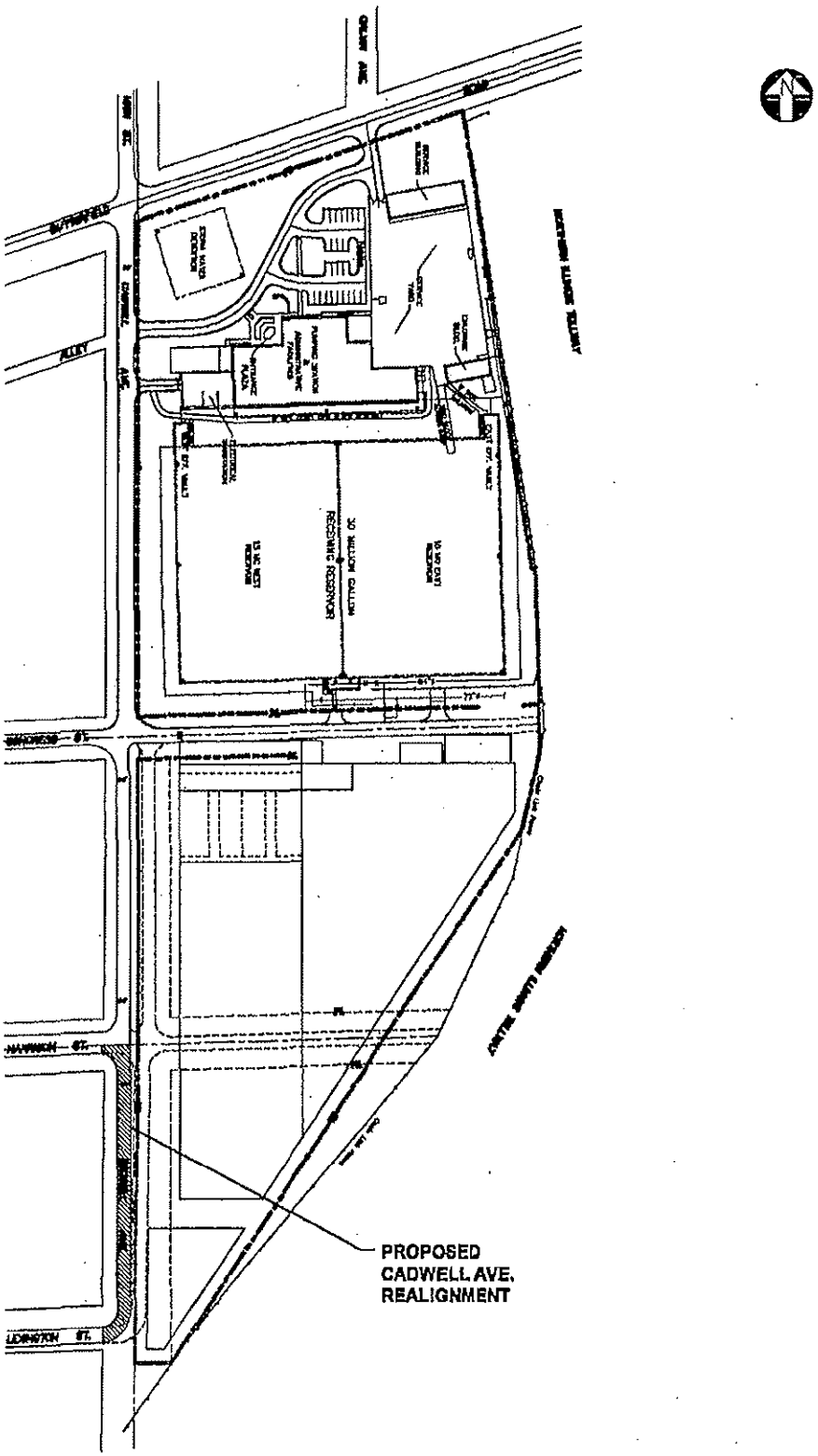
LAND/ROW: None; previously negotiated and acquired

CONSTRUCTION: $385,000

TIMING: Fiscal Year 2007-2008 – Construction

See site plan on next page.

PROPOSED CADWELL AVENUE REALIGNMENT
DU PAGE WATER COMMISSION



PROJECT: Pump #10

LOCATION: DuPage Pumping Station

DESCRIPTION: Install 30 MGD split case centrifugal pump and associated piping in space reserved for future pump.

PURPOSE: To increase firm pumping capacity from 210 MGD to 240 MGD to satisfy future demand requirements.

BENEFIT: To keep up with current rising water demands, new customers and maintain current ability to remove pumps from service without reducing pumping capacity.

ESTIMATED COST (2007 DOLLARS):

ENGINEERING: $40,000

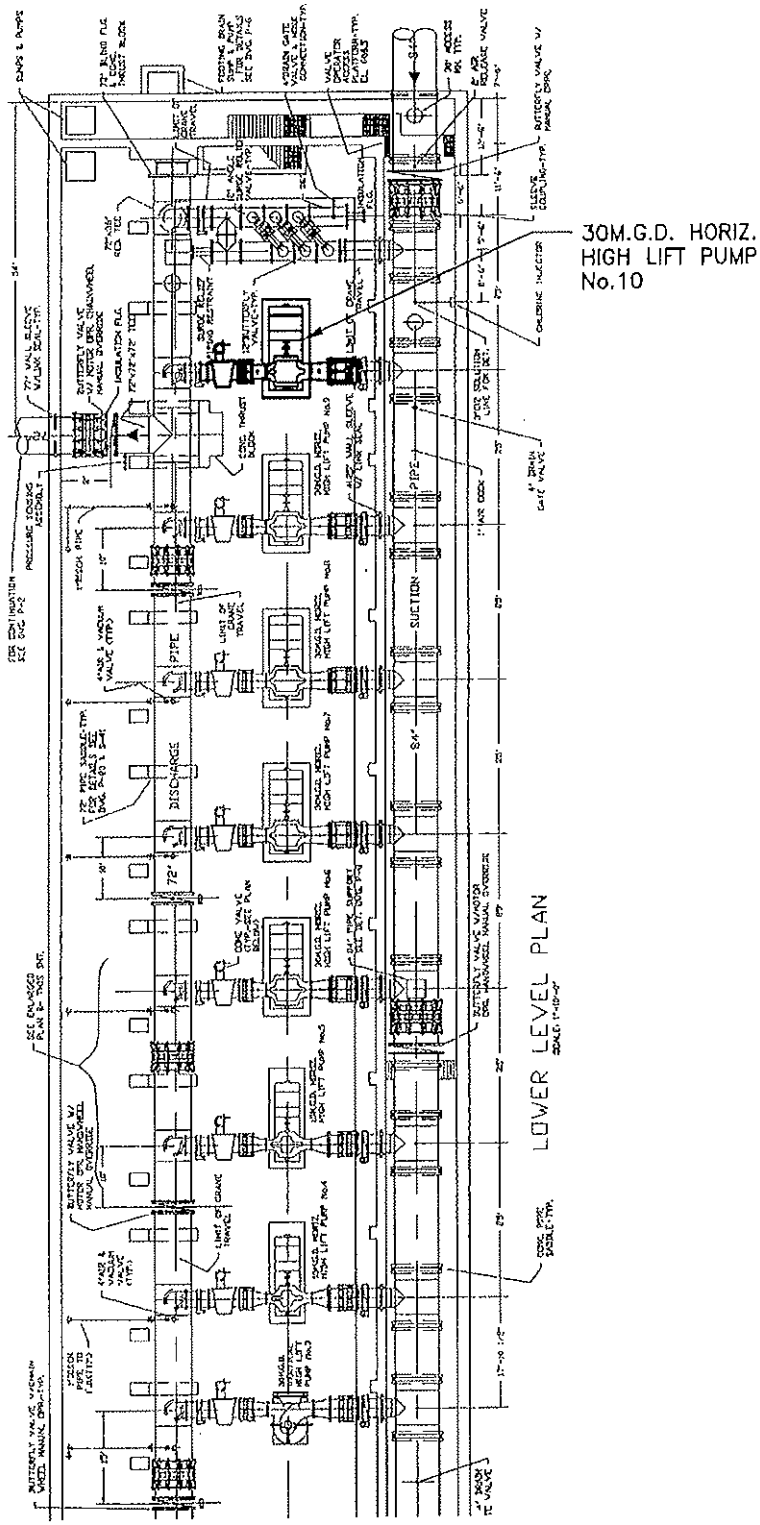
LAND/ROW: Improvements to be constructed on property presently owned by the Commission

CONSTRUCTION: $438,000

TIMING: Fiscal year 2010-2011 – Engineering
Fiscal year 2010-2011 – Installation

See drawing on next page.

PROPOSED PUMP #10
DU PAGE WATER COMMISSION



PROJECT: Material & Equipment Storage Facilities

LOCATION: South side of the DuPage Pumping Station existing 30 MG reservoir

DESCRIPTION: Three sided material storage and a garage for heavy equipment.

PURPOSE: To stockpile granular and landscape materials for facilities maintenance and a garage for heavy vehicles and equipment.

BENEFIT: To provide indoor housing for vehicles and equipment and allowing for materials on hand.

ESTIMATED COST (2007 DOLLARS):

ENGINEERING: $60,000

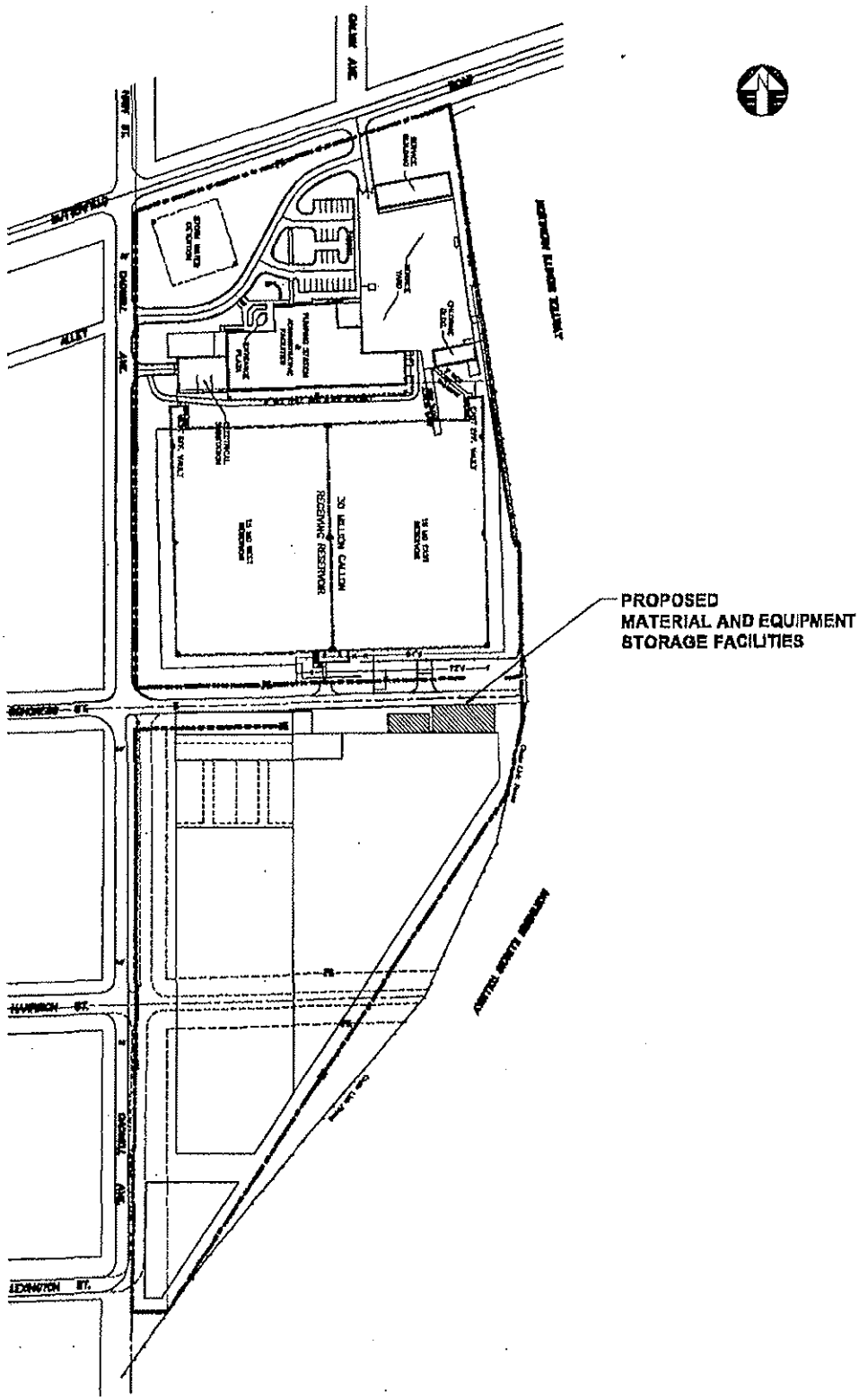
LAND/ROW: Improvements to be constructed on property presently owned by the Commission

CONSTRUCTION: $640,000

TIMING: Fiscal Year 2007-2008 – Engineering
Fiscal Year 2007-2008 – Construction

See site plan on next page.

PROPOSED MATERIAL AND EQUIPMENT STORAGE FACILITIES DU PAGE WATER COMMISSION



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LEXINGTON PUMP STATION IMPROVEMENTS

DuPAGE WATER COMMISSION
2007 – 2008
FIVE YEAR CAPITAL IMPROVEMENT PLAN

PROJECT: Electrical Generation Facility

LOCATION: City of Chicago Lexington Pumping Station

DESCRIPTION: Construct building and install stand-by generators. Per the draft Intergovernmental Agreement with the City of Chicago, the Chicago Department of Water Management will reimburse half of the cost of generation facility up to $8.5 million. The Commission would provide initial funding and the Chicago Department of Water Management will reimburse the Commission with a 10% credit against the Commission's water purchases.

PURPOSE: To provide critical backup electrical power at Lexington Pumping Station

BENEFIT: To provide continuous pumping operations to the DuPage Pumping Station during electrical power outages in the City of Chicago. In addition, installed generation could allow the City to enter into a "curtailable" electric rate structured contract if available.

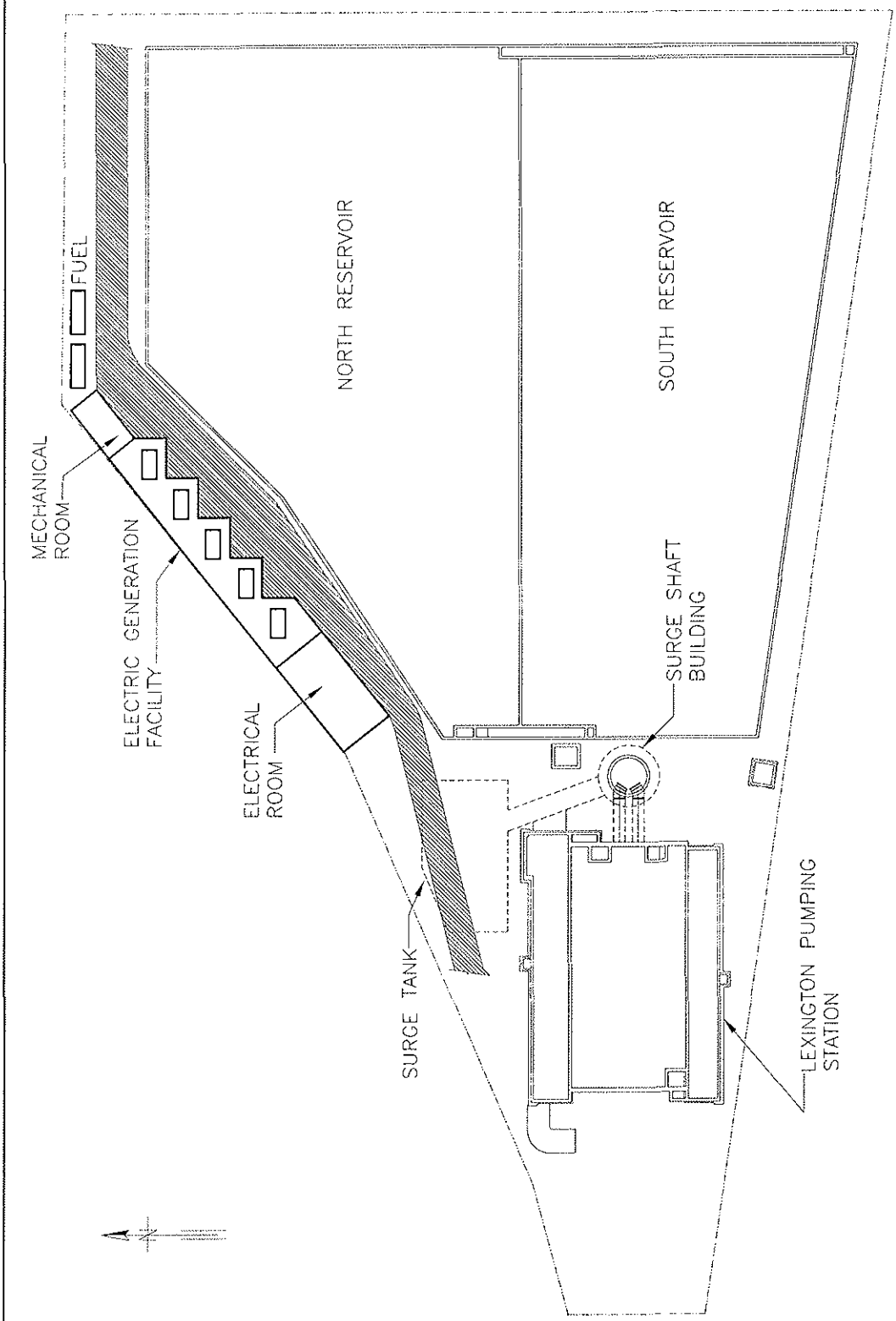
ESTIMATED COST (2007 DOLLARS):

ENGINEERING:	$2,160,000
LAND/ROW:	Construction on Lexington Pump Station property
CONSTRUCTION:	$13,700,000
REIMBURSEMENT:	$7,930,000

TIMING: Fiscal year 2006-2007 – Design begins
Fiscal year 2007-2008 – Construction begins

See site plan on next page.

ELECTRIC GENERATION FACILITY AT LEXINGTON PUMPING STATION DU PAGE WATER COMMISSION



DuPAGE WATER COMMISSION
2007 – 2008
FIVE YEAR CAPITAL IMPROVEMENT PLAN

PROJECT: Variable Frequency Drive Replacement

LOCATION: City of Chicago Lexington Pumping Station

DESCRIPTION: Replace the existing original two variable frequency drive units. Per the draft Intergovernmental Agreement with the City of Chicago, the Commission will provide initial funding and the Chicago Department of Water Management will reimburse half of the cost of the variable frequency drive units to the Commission with a 10% credit against the Commission's water purchases.

PURPOSE: To replace older existing variable frequency drive units at the Lexington Pumping Station

BENEFIT: The existing variable frequency drive units are older models that take up large space at the Lexington Pumping Station and replacement parts are difficult to obtain. The installation would be done as part of the installation of electrical generation facilities.

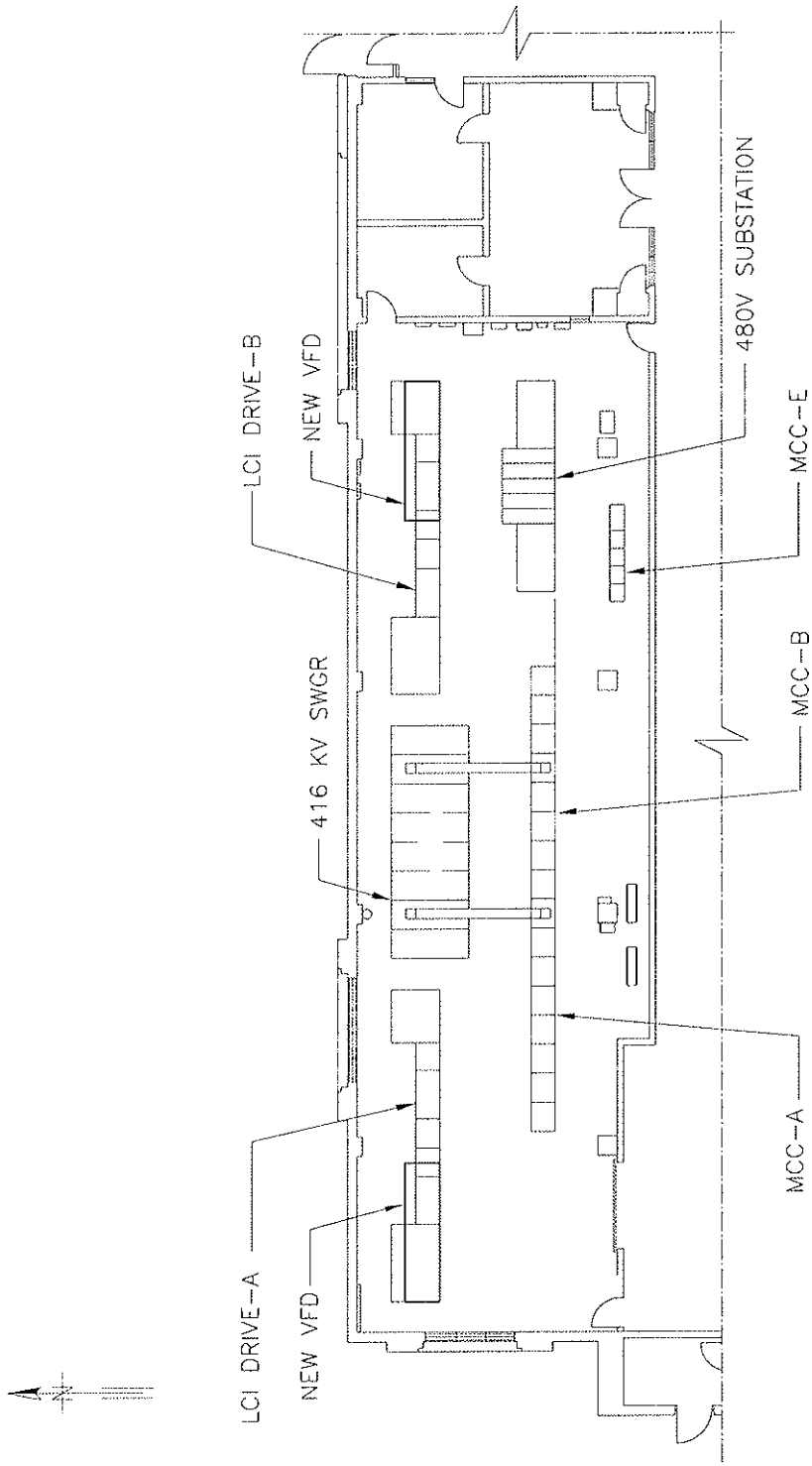
ESTIMATED COST (2007 DOLLARS):

ENGINEERING:	$165,000
LAND/ROW:	Construction on Lexington Pump Station property
CONSTRUCTION:	$1,120,000
REIMBURSEMENT:	$643,000

TIMING: Fiscal year 2006-2007 – Design begins
Fiscal year 2007-2008 – Construction begins

See site plan on next page.

VARIABLE SPEED DRIVES REPLACEMENT AT LEXINGTON PUMPING STATION DUPAGE WATER COMMISSION



PROJECT: Solar Photovoltaic System

LOCATION: City of Chicago Lexington Pumping Station

DESCRIPTION: Install solar photovoltaic system on top of 30 million gallon reservoir at the Lexington Pumping Station. The solar photovoltaic system will generate a maximum capacity of 1.14 MW. Per the draft Intergovernmental Agreement with the City of Chicago, the Commission will be responsible for half of the cost of generation facility up to $4.0 million. The Commission would provide initial funding and the Chicago Department of Water Management will reimburse the Commission with a 10% credit against the Commission's water purchases.

PURPOSE: To work cooperatively with the City of Chicago to construct a solar photovoltaic system. The Commission pays approximately 80% of the electrical cost for the Lexington Pumping Station

BENEFIT: To promote "green" power instead of conventionally produced electricity.

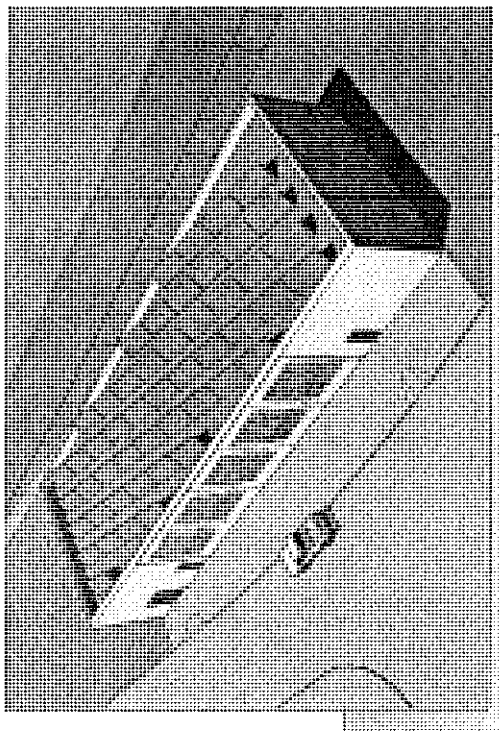
ESTIMATED COST (2007 DOLLARS):

ENGINEERING:	$995,000
LAND/ROW:	Construction on Lexington Pump Station property
CONSTRUCTION:	$7,280,000
REIMBURSEMENT:	$4,138,000

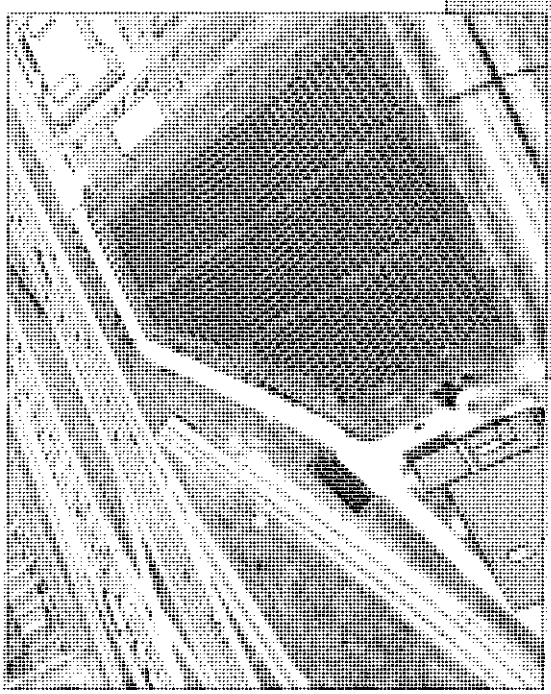
TIMING: Fiscal year 2006-2007 – Design completed
Fiscal year 2007-2008 – Construction begins

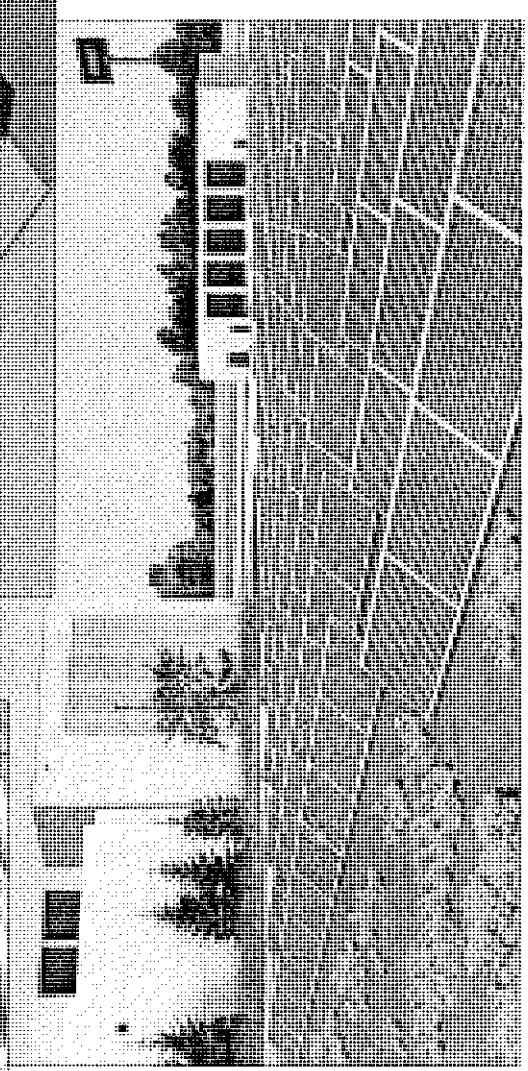
See site plan on next page.

SOLAR PHOTOVOLTAIC SYSTEM AT LEXINGTON PUMPING STATION DU PAGE WATER COMMISSION



AERIAL VIEW LOOKING FROM THE SOUTH WEST





GROUND VIEW LOOKING FROM THE SOUTH EAST

NOTE:

THE ELECTRICAL GENERATION FACILITY FOOTPRINT SHOWN ON THIS DRAWING HAS BEEN REVISED TO ALLOW ENTIRE FACILITY TO BE PLACED ON LEXINGTON PUMPING STATION PROPERTY.

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STANDPIPE IMPROVEMENTS

PROJECT: Standpipe Riser Pipe Modifications

LOCATION: Standpipes

DESCRIPTION: Install modified inlet riser pipes within standpipes.

PURPOSE: To allow for better mixing of water when filling tanks.

BENEFIT: By lengthening and providing openings on the inlet riser pipes, better mixing of water by de-stratification will assist in reducing taste and odor problems that result from stale water.

ESTIMATED COST (2007 DOLLARS):

ENGINEERING: $52,000 ($13,000 each)

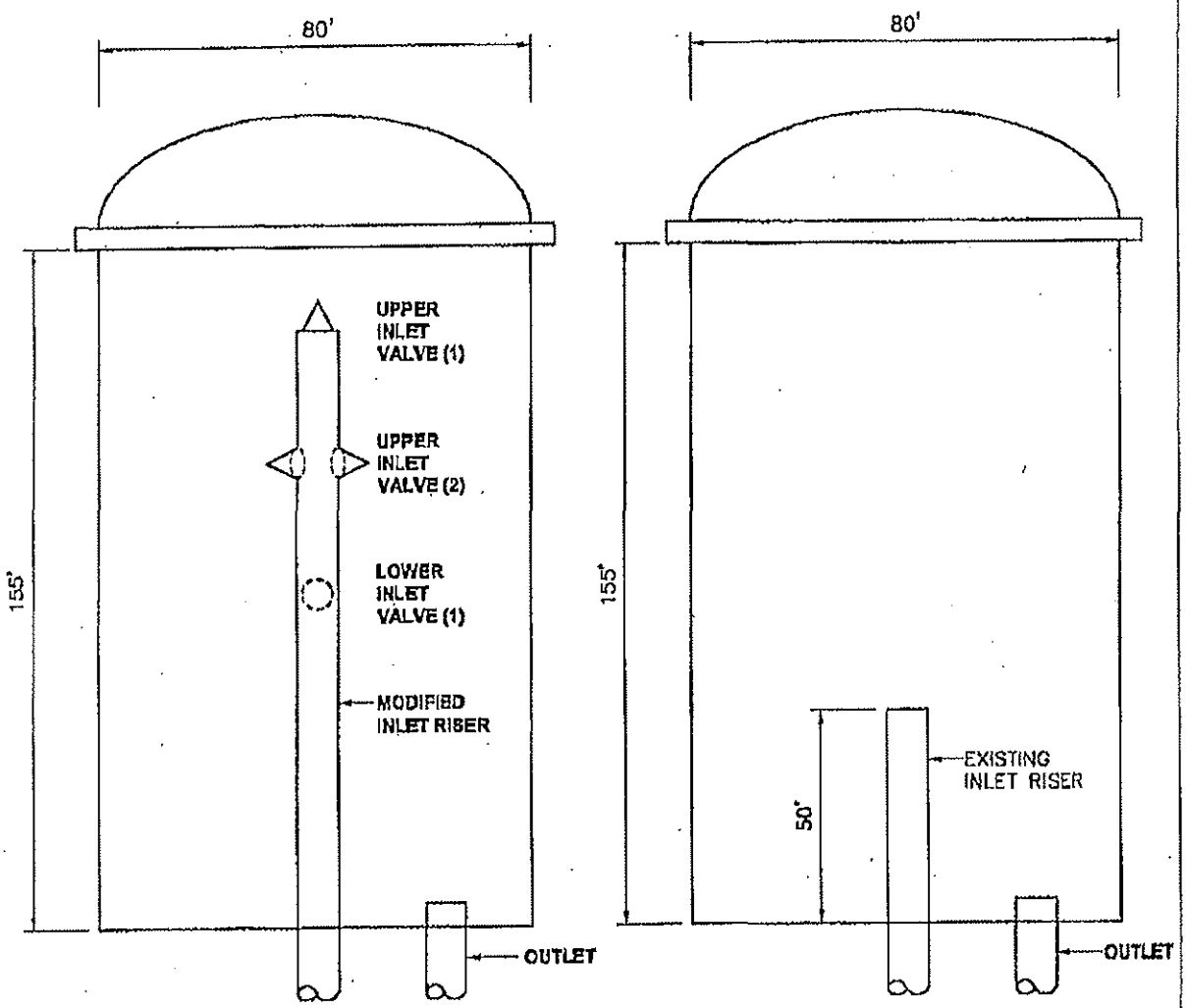
LAND/ROW: Improvements to be constructed on property presently owned by the Commission.

CONSTRUCTION: $392,000 ($98,000 each)

TIMING: Fiscal year 2007-2008 – Construction begins

See drawing on next page.

STANDPIPE RISER PIPE MODIFICATIONS
DU PAGE WATER COMMISSION



DATE: January 4, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	New Business	**ORIGINATING DEPARTMENT**	Instrumentation/ Remote Facilities
ITEM	Purchase Order No. 10080	**APPROVAL**	

Account Number: 01-60-6514.04

Attached is Purchase Order No. 10080 in the amount of $76,938.50, plus shipping, to Motorola, Inc. for the purchase and installation of new Motorola STARCOM21 radio equipment in Commission vehicles and at the pump station.

Pursuant to the STARCOM21 User Agreement between the DuPage Water Commission and Motorola, Inc. for access to the Motorola STARCOM21 statewide trunked-digital voice radio network (to be approved pursuant Resolution No. R-4-07), the Commission is required to purchase radio equipment that is compatible with the STARCOM21 radio network conforms to the Association of Public Safety Communications Officials (APCO) Project 25 common air interface (CAI) standard. The existing Commission owned mobile radio equipment is not compatible with the STARCOM21 radio network nor does it conform to the APCO Project 25 CAI standard. Motorola is giving the Commission government pricing for the equipment saving 20% from list pricing. This is the same pricing structure that the Illinois State Police and other government agencies are receiving from Motorola.

The Commission has planned and budgeted to purchase new radio equipment and move to the Motorola STARCOM21 network from the current Illinois State Police owned and operated radio system that we have been part of since 1996.

For these reasons, staff is requesting the normal purchasing procedures of the Commission's By-Laws be suspended.

MOTION: To suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 10080 in the amount of $76,938.50, plus shipping, to Motorola, Inc.

Purchase Order

P.O.	№ 10030
DATE 1/11/07	DATE REQUIRED ASAP
TERMS	NET ~~25~~ 20 DAYS TAX EXEMPT
SHIP VIA	BEST WAY
FOB	POINT OF SHIPMENT

DU PAGE WATER COMMISSION

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

847-576-1872 FAX: 847-761-3256

TO:	SHIP TO:
ATTN: COTY COOPER MOTOROLA	ATTN: JOHN SCHORI (R-2393)
1307 E. ALGONQUIN ROAD	ABOVE ADDRESS
SCHAUMBURG, IL 60196	

QTY.	UNIT	PLEASE SUPPLY ITEMS BELOW	UNIT PRICE	AMOUNT
7	EACH	XTL1500 MOBILE MOTOROLA MOBILE MOTOROLA XTL 1500 MOBILE INCLUDES ITEMS PER QUOTE #CA.122706.Q2	1,866.40	$13,064.80
7	EACH	XTL5000 MOBILE WITH VRS75 MOTOROLA XTL5000 MOBILE WITH VRS750 INCLUDES INTEMS PER QUOTE #CA.122706.Q2	5,836.60	$40,856.20
1	EACH	XTL5000 CONTROL STATION W MOTOROLA XTL5000 CONTROL STATION W VRS FOR P.S., PER QUOTE #CA.122706.Q2 INCLUDED	6,107.80	$6,107.80
1	EACH	XTL1500 CONTROL STATION W MOTOROLA XTL 1500 CONTROL STATION WITH REMOTES, PER QUOTE #CA.122706.Q2 INCLUDED	3,958.00	$3,958.00
2	EACH	XTS1500 PORTABLE MOTOROLA XTS1500 PORTABLE INCLUDES ITEMS PER QUOTE #CA.122706.Q2	1.522.85	$3,045.70
1	EACH	SVC209 SERVICE TO INSTALL STARCOM21 RADIO SYSTEM PER QUOTE #CA.122706.Q2	9,906.00	$9,906.00
		TOTAL.....	.....	$76,938.50 *
		PER ATTACHED STANDARD TERMS AND CONDITIONS OF SALE		
		AND SOFTWARE LICENSE AGREEMENT	*PLUS SHIPPING	
		CONFIRMING - DO NOT DUPLICATE		

IMPORTANT

This Purchase Order Number must appear on all invoices, acknowledgments, bills of lading, correspondence and shipping cartons. Please notify us if you are unable to ship complete order by date specified.

(ACCT. #01-60-6514).04

Please send 2 copies of your invoice

AUTHORIZED SIGNATURE

ROBERT L. MARTIN

Standard Terms and Conditions of Sale

1. Scope. Motorola, Inc. or Printrak International, Inc., a Motorola company ("Seller") will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal dated January 3rd, 2007. These terms and conditions, together with the Proposal, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal or to a Customer solicitation to which the Proposal responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price and Payment Terms. The Contract Price is U.S. **$$76,938.50**, excluding applicable sales, use, or similar taxes and freight. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Seller will pre-pay and add all freight charges to the invoices. Title and risk of loss to equipment or parts will pass to Customer upon shipment. Title to software will not pass to Customer at any time. Seller will pack and ship all equipment, parts or software in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("Motorola Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-Motorola Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-Motorola Software.

4. Express Limited Warranty and Warranty Disclaimer. Motorola Software is warranted in accordance with the SLA. For one year from the date of shipment, Seller warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to (i) defects or damage resulting from: use of the equipment, part, or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; or Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship equipment or parts to the repair depot; (vi) scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vii) normal or customary wear and tear. These express limited warranties are extended by Seller to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If Customer gives notice of a valid warranty claim before the expiration of the warranty period, Seller will (at its option and at no additional charge to Customer) repair the defective product, replace it with the same or equivalent product, or refund the price of the defective product. This action will be the full extent of Seller's liability for a warranty claim. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Seller. THESE WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. **LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.**

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-Motorola Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights,. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Seller	**Customer**
By: _____	By: _____
Name and Title: _____	Name and Title: _____
Date: _____	Date: _____

Exhibit A
Software License Agreement

In this Exhibit A, the term "Licensor" means Motorola, Inc., ("Motorola") or Printrak International, Incorporated, a Motorola company ("Printrak"); "Licensee," means the Customer; "Primary Agreement" means the Standard Terms and Conditions of Sale to which this exhibit is attached; and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

Section 1 SCOPE

Licensor will provide to Licensee proprietary software, radio communications, computer, or other electronic products ("Products") containing embedded or pre-loaded proprietary software, or both. "Software" means the proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of the software, and may contain one or more items of software owned by a third party supplier ("Third Party Software"). Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license to Licensee, and Licensee may use, the Software and Documentation.

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3.2. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, if Licensee provides written notice to Licensor of this temporary transfer and it is discontinued when the original device is returned to operation. Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee.

3.3. Concerning Motorola's Radio Service Software ("RSS"), if applicable, Licensee must purchase a copy for each location at which Licensee uses RSS. Licensee's use of RSS at an authorized location does not entitle Licensee to use or access the RSS remotely. Licensee may make one additional copy for each computer owned or controlled by Licensee at each authorized location. Upon Licensor's written request, Licensee must provide to Licensor a written list of all locations where Licensee uses or intends to use RSS.

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Section 5 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Licensor's valuable proprietary and Confidential Information and trade secrets, and that the provisions in the Agreement concerning Confidential Information apply.

Section 6 LIMITED WARRANTY

6.1. The commencement date and the term of the Software warranty will be as stated in the Primary Agreement, except that (i) the Warranty Period for Printrak's LiveScan software will be 90 days; and (ii) for application Software that is provided on a per unit basis, the Warranty Period for subsequent units licensed is the remainder (if any) of the initial Warranty Period or, if the initial Warranty Period has expired, the remainder (if any) of the term of the applicable Software Maintenance and Support Agreement.

6.2. During the applicable Warranty Period, Licensor warrants that the unmodified Software, when used properly and in accordance with this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined solely with reference to the Documentation. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements. Warranty claims are described in the Primary Agreement.

6.3. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRANSACTION COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS.

Section 7 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 8 TRANSFERS

Licensee will not transfer Software to any third party without Licensor's prior written consent, which consent may be withheld in Licensor's reasonable discretion and which may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement. Notwithstanding the preceding sentence, if Licensee transfers ownership of radio Products to a third party, Licensee may assign its rights to use the Software (other than Radio Service Software and Motorola's FLASHport® Software) embedded in or furnished for use with those radio Products if Licensee transfers all copies of the Software and the related Documentation to the transferee, and the transferee executes a transfer form to be provided by Licensor upon request (which form obligates the transferee to be bound by this Agreement).

Section 9 TERM AND TERMINATION

Licensee's right to use the Software begins when this Agreement is mutually executed by both parties and will continue during the life of the Products in which the Software is used, unless Licensee breaches this Agreement in which case it will be terminated immediately upon notice by Licensor. In addition to termination, Licensor will be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is an agency of the United States Government). Licensee acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Licensor that all copies of the Software and Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee.

Section 10 NOTICES

Notices are described in the Primary Agreement.

Section 11 UNITED STATES GOVERNMENT LICENSING PROVISIONS

If Licensee is the United States Government or a United States Government agency, then this section applies. Licensee's use, duplication or disclosure of the Software and Documentation under Licensor's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 12 GENERAL

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DATE: January 5, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	New Business	**ORIGINATING DEPARTMENT**	Operations
ITEM	A Resolution Approving and Authorizing the purchase of new mechanical seals and rebuilding kits for the high lift pumps from Flowserve Corporation. Purchase Order No. 10073	**APPROVAL**	

Account Number: 01-60-6621

Attached is Purchase Order No. 10073 to Flowserve Corporation in the amount of $27,932.64. Flowserve Corporation is the Commission's mechanical seal supplier which has supplied and installed mechanical seals on all of the Commissions high-lift pumps. It has been approximately ten years since we modified the horizontal & vertical pumps by removing the original packing and installed mechanical seals. The pump seals are starting to show signs of wear and can no longer be adjusted. At this time It is recommended that we replace two seals on one of the vertical pumps and rebuild four other seals. In order to reduce the amount of spare parts and maintain consistency of existing equipment it is recommended that we continue to use Flowserve as a sole source supplier of mechanical seals. The attached purchase order in the amount of $27,932.64 is to cover the costs of the materials required to replace and rebuild the seals.

MOTION: To suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 10073 in the amount of $27,932.64 to Flowserve Corporation.

Purchase Order

P.O.	№ 10073	
DATE	1/3/07	DATE REQUIRED ASAP
TERMS	NET 45 DAYS TAX EXEMPT	
SHIP VIA	BEST WAY	
FOB	POINT OF DESTINATION	

DU PAGE WATER COMMISSION

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

630-460-7946, 630-834-0120

TO:	SHIP TO:
ATTN: JERRY LAZANO FLOWSERVE	ATTN: TERRY MC GHEE
161 TOWER DRIVE, UNIT D	ABOVE ADDRESS
BURR RIDGE, IL 60527	

QTY.	UNIT	PLEASE SUPPLY ITEMS BELOW	UNIT PRICE	AMOUNT
2	EA.	B/M373032 SEAL COMPLETE 30 MGD	6,615.00	$13,230.00
4	EA.	403688PS2 REPAIR TO PUMP SEAL	3,675.66	$14,702.64
		TOTAL.....		$27,932.64
		CONFIRMING - DO NOT DUPLICATE		

IMPORTANT

This Purchase Order Number must appear on all invoices, acknowledgments, bills of lading, correspondence and shipping cartons. Please notify us if you are unable to ship complete order by date specified.

(ACCT. # 60-6621)

Please send 2 copies of your invoice

AUTHORIZED SIGNATURE

ROBERT L. MARTIN

REQUISITION

DuPage Water Commission
600 E. Butterfield Road
Elmhurst IL 60126-4642
Telephone No. (630) 834-0100
Fax (630) 834-0120

PO No. 2395
Release No. 0
Order Date 1/ 2/2007

VENDOR FLOWSERVE
161 Tower Drive
Unit D

Burr Ridge IL 60527
Contact Jerry Lazano
Telephone No. 630-460-7946 Ext.
Fax 630-655-5717

SHIP TO DuPage Water Commission
600 E Butterfield Road
Elmhurst IL 60126-4642
Telephone No. (630) 834-0100
Contact 201-0016

Ship Via
Freight Carrier

Payment Terms
Shipping Terms

Item	Qty / Unit / Due Date	Item No. / Cost Center / Account Code	Vendor's Item No. / Description / Specifications	Unit Cost $	Total Cost $
1	2.00	SEAL-PUMP-010	B/M373032 SEAL COMPLETE 30 MGD		
	4/17/2007	01-60-6621		6,615.00	13,230.00
2	4.00	REPA-SEA-010	403688PS2 REPAIR TO PUMP SEAL		
	5/13/2007	01-60-6621		3,675.66	14,702.64

Account Code: 01-60-6621
Budget Balance: $51,000
Approval: _____ **Date:** _____

Subtotal	$	27,932.64
Shipping	$	0.00
Order Total	$	27,932.64

PACKET: 00611 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

Accounts Payable

---------ID--------- POST DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-1239 DIVANE BROS. ELECTRIC CO.						
I-QRE2-004A		INSTALL NEW ELECTRIC SERVICE	5,461.48			
1/11/2007	IL	DUE: 10/14/2006 DISC: 10/14/2006				
		INSTALL NEW ELECTRIC SERVICE		01 60-6633	REMOTE FACILITIES MAINTE	5,461.48
I-QRE2-004B		INSTALL NEW ELECTRIC SERVICE	374.14			
1/11/2007	IL	DUE: 12/06/2006 DISC: 12/06/2006				
		INSTALL NEW ELECTRIC SERVICE		01 60-6633	REMOTE FACILITIES MAINTE	374.14
		=== VENDOR TOTALS ===	5,835.62			
		=== PACKET TOTALS ===	5,835.62			

PACKET: 00611 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	5,835.62
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00
BATCH TOTALS	5,835.62

** G/L ACCOUNT TOTALS **

					=========LINE ITEM=========			========GROUP BUDGET======		
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	2006-2007	01 -60-6633	REMOTE FACILITIES MAINTE	5,835.62	270,000	232,216.96				
			** 2006-2007 YEAR TOTALS	5,835.62						

PACKET: 00611 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	1/2007	5,835.62

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
1168		ADMIRAL MECHANICAL SERVICES						
	I-35711	REPAIRS TO CHILLER	R	12/08/2006	10,448.45		002275	
	I-36839	METER STATION MAINTENANCE	R	12/08/2006	1,473.82		002275	11,922.27
				*** VENDOR TOTALS ***			1 CHECKS	11,922.27
1169		ADT SECURITY SERVICES INC.						
	I-40695203	SECURITY: 01/01/07-03/31/07	R	12/22/2006	109.10		002331	109.10
				*** VENDOR TOTALS ***			1 CHECKS	109.10
1067		AEREX PEST CONTROL						
	I-704841	EXTERMINATOR: NOV. 2006	R	12/08/2006	47.00		002276	
	I-705060	EXTERMINATOR: NOV. 2006	R	12/08/2006	50.00		002276	97.00
1067		AEREX PEST CONTROL						
	I-702509	EXTERMINATOR: OCT. 2006	R	12/22/2006	50.00		002332	
	I-704826	EXTERMINATOR: NOV. 2006	R	12/22/2006	47.00		002332	97.00
				*** VENDOR TOTALS ***			2 CHECKS	194.00
1087		ALLIANCE WINDOW CLEANING INC.						
	I-88273	WINDOW WASHING: NOV. 2006	R	12/08/2006	164.00		002277	164.00
1087		ALLIANCE WINDOW CLEANING INC.						
	I-88411	WINDOW WASHING: DEC. 2006	R	12/22/2006	164.00		002333	164.00
				*** VENDOR TOTALS ***			2 CHECKS	328.00
1133		ALVORD, BURDICK & HOWSON, LLC						
	I-110	ALVORD, BURDICK & HOWSON, LLC	R	12/08/2006	1,144.50		002278	1,144.50
1133		ALVORD, BURDICK & HOWSON, LLC						
	C-2005293-CREDIT	TW-3	R	12/15/2006	5,124.03CR		002330	
	C-2005296-CREDIT	DIST. FAC. UPDATE BY GPS	R	12/15/2006	2,383.59CR		002330	
	C-2006049-01-CREDIT	HYDRAULIC MODEL VERIFICATION	R	12/15/2006	731.33CR		002330	
	C-D0351-05-CREDIT	TIB-1	R	12/15/2006	731.92CR		002330	
	C-D0351-06-CREDIT	TIB-1	R	12/15/2006	7,319.20CR		002330	
	C-D0365-01-CREDIT	DISTRIB. FAC. UPDATE BY GPS	R	12/15/2006	723.66CR		002330	
	C-D0426-01-CREDIT	HYDRAULIC MODEL VERIFICATION	R	12/15/2006	2,673.70CR		002330	
	I-2005293	TW-3	R	12/15/2006	5,124.03		002330	
	I-2005296	DISTR. FAC. UPDATE BY GPS	R	12/15/2006	2,383.59		002330	
	I-2006049-01	HYDRAULIC MODEL VERIFICATION	R	12/15/2006	1,462.66		002330	
	I-D0351-01	TIB-1	R	12/15/2006	21,022.56		002330	
	I-D0351-02	TIB-1	R	12/15/2006	37,904.58		002330	
	I-D0351-04	TIB-1	R	12/15/2006	21,972.67		002330	
	I-D0351-05	TIB-1	R	12/15/2006	21,524.51		002330	
	I-D0351-06	TIB-1	R	12/15/2006	15,105.48		002330	
	I-D0351-07	TIB-1	R	12/15/2006	2,818.38		002330	
	I-D0351-08	TIB-1	R	12/15/2006	2,476.26		002330	

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

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1133		ALVORD, BURDICK & HOWSCONT						
	I-D0351OS-05	TIB-1	R	12/15/2006	7,168.31		002330	
	I-D0365-01	DISTR. FAC. UPDATE BY GPS	R	12/15/2006	723.66		002330	
	I-D0426-01	HYDRAULIC MODEL VERIFICATION	R	12/15/2006	5,347.39		002330	
	I-D0522-01	STRAY CURRENT MITIGATION	R	12/15/2006	3,203.53		002330	128,550.18
				*** VENDOR TOTALS ***			2 CHECKS	129,694.68
1397		AT&T						
	I-200612061031	DPPS PHONE SERV.: 11/16-12/15	R	12/08/2006	786.35		002279	
	I-200612061036	DPPS PHONE SERV.: 11/22-12/21	R	12/08/2006	344.63		002279	1,130.98
1397		AT&T						
	I-200612201048	TANK SITE # 1: 12/04-01/03/07	R	12/22/2006	19.20		002334	19.20
				*** VENDOR TOTALS ***			2 CHECKS	1,150.18
1393		AT&T LONG DISTANCE						
	I-200612071038	DPPS LONG DIST. SERV.: 11/06	R	12/08/2006	113.88		002280	113.88
				*** VENDOR TOTALS ***			1 CHECKS	113.88
1015		AUTOZONE, INC.						
	I-2568568862	VEHICLE MAINTENANCE: M-149226	R	12/08/2006	75.99		002281	75.99
				*** VENDOR TOTALS ***			1 CHECKS	75.99
1072		AVALON PETROLEUM COMPANY						
	I-490060	GASOLINE	R	12/08/2006	2,268.00		002282	2,268.00
1072		AVALON PETROLEUM COMPANY						
	I-490927	GASOLINE	R	12/22/2006	1,703.01		002335	1,703.01
				*** VENDOR TOTALS ***			2 CHECKS	3,971.01
1437		BERKELEY AUTO SUPPLY INC.						
	I-117955	OIL FILTERS	R	12/08/2006	100.20	2.00CR	002283	98.20
				*** VENDOR TOTALS ***			1 CHECKS	98.20
1170		BOYE JANITORIAL SERVICE INC.						
	I-8546	JANIT. SERV. & SUP.: 11/06	R	12/08/2006	2,053.70		002284	
	I-8558	STRIP & WAX FLOOR	R	12/08/2006	195.00		002284	2,248.70
				*** VENDOR TOTALS ***			1 CHECKS	2,248.70
1090		BRIGHT ELECTRICAL SUPPLY CO.						
	I-744800	METER STATION MAINTENANCE	R	12/22/2006	965.16		002336	965.16
				*** VENDOR TOTALS ***			1 CHECKS	965.16

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

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1049		CAMP DRESSER & MCKEE INC.						
	I-80242791/23	PIPE LOOP TESTING: 10/15-11/11	R	12/22/2006	3,494.28		002337	3,494.28
				*** VENDOR TOTALS ***			1 CHECKS	3,494.28
1332		CASSIDY TIRE & SERVICE						
	I-6600214	VEHICLE MAINTENANCE: M-79697	R	12/22/2006	1,906.70		002338	1,906.70
				*** VENDOR TOTALS ***			1 CHECKS	1,906.70
1135		CITY OF CHICAGO SUPERINTENDENT						
	I-200612061037	WATER BILLING: 11/1-11/30/06	R	12/08/2006	2,962,323.95		002285	2,962,323.95
				*** VENDOR TOTALS ***			1 CHECKS	2,962,323.95
1179		CHICAGO TRIBUNE						
	I-939957001	LEGAL NOTICE FOR QRE-3/06	R	12/08/2006	927.00		002286	927.00
				*** VENDOR TOTALS ***			1 CHECKS	927.00
1388		CHICAGOLAND CONSTRUCTION SAFET						
	I-11170611170620756	EXCAV. HAZARD AWARE. TRAINING	R	12/08/2006	750.00		002287	750.00
				*** VENDOR TOTALS ***			1 CHECKS	750.00
1091		CINTAS FIRST AID & SAFETY						
	I-343389892	FIRST AID SUPPLIES	R	12/22/2006	182.95		002339	182.95
				*** VENDOR TOTALS ***			1 CHECKS	182.95
1398		COMCAST						
	I-200612061032	INTERNET SERV: 11/27-12/26	R	12/08/2006	84.95		002288	84.95
				*** VENDOR TOTALS ***			1 CHECKS	84.95
1009		COMED						
	I-200612071042	METER STATION ELECTRIC SERVICE	R	12/08/2006	4,533.66		002289	4,533.66
				*** VENDOR TOTALS ***			1 CHECKS	4,533.66
1136		CONSTELLATION NEWENERGY						
	I-01210271	DPPS ELECT SERV: 10/20-11/20	R	12/08/2006	182,450.29		002290	182,450.29
				*** VENDOR TOTALS ***			1 CHECKS	182,450.29
1024		CTE ENGINEERS						
	I-4067522	CONCRETE RESERVOIR - 11/06	R	12/22/2006	1,527.87		002340	
	I-60002764-08	HYDRODYNAMIC MIXING SYSTEM	R	12/22/2006	509.40		002340	
	I-60011780-05	IDSE DIST. SYS.: 10/28-11/24	R	12/22/2006	1,524.99		002340	
	I-60020088-01	HYDRAULIC ANALYSIS - 11/06	R	12/22/2006	3,495.98		002340	7,058.24
				*** VENDOR TOTALS ***			1 CHECKS	7,058.24

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

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1333		DATA FLOW						
	I-40296	W-2, 1099	R	12/22/2006	48.97		002341	48.97
				*** VENDOR TOTALS ***			1 CHECKS	48.97
1014		DHL EXPRESS (USA) INC.						
	I-Z9683004	OVERNIGHT MAIL	R	12/08/2006	18.27		002291	18.27
1014		DHL EXPRESS (USA) INC.						
	I-A3076242	OVERNIGHT MAIL	R	12/22/2006	545.10		002342	545.10
				*** VENDOR TOTALS ***			2 CHECKS	563.37
1189		DREISILKER ELECTRIC MOTORS, IN						
	I-I481458	REPAIRS TO EIM MOTOR	R	12/08/2006	4,126.20		002292	4,126.20
				*** VENDOR TOTALS ***			1 CHECKS	4,126.20
1233		ELMHURST MEMORIAL HOSPITAL						
	I-35563	EMPLOYEE PHYSICAL	R	12/08/2006	157.00		002293	
	I-35644	EMPLOYEE FLU SHOT	R	12/08/2006	23.00		002293	
	I-35705	EMPLOYEE FLU SHOT	R	12/08/2006	23.00		002293	203.00
1233		ELMHURST MEMORIAL HOSPITAL						
	I-36000	PRE-EMPLOYMENT PHYSICAL	R	12/22/2006	85.00		002343	85.00
				*** VENDOR TOTALS ***			2 CHECKS	288.00
1097		ELMHURST PLAZA STANDARD INC.						
	I-12308	DIESEL	R	12/08/2006	85.02		002294	
	I-29486	VEHICLE MAINTENANCE: M-63636	R	12/08/2006	1,052.90		002294	1,137.92
1097		ELMHURST PLAZA STANDARD INC.						
	I-15695	GASOLINE	R	12/22/2006	43.48		002344	
	I-29557	VEHICLE MAINTENANCE: M-63636	R	12/22/2006	252.80		002344	296.28
				*** VENDOR TOTALS ***			2 CHECKS	1,434.20
1026		EXCALIBUR REFRESHMENT CONCEPTS						
	I-58325	COFFEE & SUPPLIES	R	12/22/2006	124.20		002345	124.20
				*** VENDOR TOTALS ***			1 CHECKS	124.20
1065		FEDEX						
	I-8-538-20647	OVERNIGHT MAIL	R	12/08/2006	387.25		002295	387.25
				*** VENDOR TOTALS ***			1 CHECKS	387.25

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

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1436		GLATFELTER CLAIMS MANAGEMENT,						
	I-ILSK206090122	PROPERTY DAMAGE	R	12/08/2006	2,187.61		002296	2,187.61
				*** VENDOR TOTALS ***			1 CHECKS	2,187.61
1166		GLENBARD ELECTRIC SUPPLY, INC.						
	I-1055389-01	MAINTENANCE SUPPLIES	R	12/08/2006	196.00		002297	
	I-1055486-01	MAINTENANCE SUPPLIES	R	12/08/2006	33.00		002297	229.00
				*** VENDOR TOTALS ***			1 CHECKS	229.00
1055		GRAINGER						
	C-9237067898	MAINTENANCE SUPPLIES RETURNED	R	12/08/2006	71.64CR		002298	
	I-9236932282	MAINTENANCE SUPPLIES	R	12/08/2006	414.16		002298	342.52
				*** VENDOR TOTALS ***			1 CHECKS	342.52
1399		GREELEY AND HANSEN						
	I-INV-0000209541	LEX PS FEASIBILITY STUDY-GENER	R	12/08/2006	188.40		002299	188.40
1399		GREELEY AND HANSEN						
	I-INV-0000209549	LEX PS FEAS STUDY-VALUE ENGR	R	12/22/2006	480.32		002346	
	I-INV-0000209550	LEXINGTON PS - VE REVIEW	R	12/22/2006	12,916.72		002346	13,397.04
				*** VENDOR TOTALS ***			2 CHECKS	13,585.44
1101		HOLLAND & KNIGHT LLP						
	I-200611221029	LEGAL SERVICES: OCT. 2006	R	12/22/2006	2,936.80		002347	
	I-200612061035	LEGAL SERVICES: NOV. 2006	R	12/22/2006	1,141.00		002347	4,077.80
				*** VENDOR TOTALS ***			1 CHECKS	4,077.80
1050		HOME DEPOT CREDIT SERVICES						
	I-0042990	MAINTENANCE SUPPLIES	R	12/08/2006	170.16		002300	
	I-0070672	MAINTENANCE SUPPLIES	R	12/08/2006	54.97		002300	
	I-1032096	METER STATION MAINTENANCE	R	12/08/2006	54.97		002300	
	I-3056160	METER TESTING SUPPLIES	R	12/08/2006	122.76		002300	
	I-5063903	METER STATION MAINTENANCE	R	12/08/2006	50.02		002300	
	I-5584993	MAINTENANCE SUPPLIES	R	12/08/2006	19.94		002300	
	I-6020590	MAINTENANCE SUPPLIES	R	12/08/2006	329.70		002300	
	I-9021548	MAINTENANCE SUPPLIES	R	12/08/2006	16.41		002300	
	I-9567798	MAINTENANCE SUPPLIES	R	12/08/2006	146.35		002300	965.28
				*** VENDOR TOTALS ***			1 CHECKS	965.28
1225		IKON OFFICE SOLUTIONS						
	I-1007002702	OFFICE SUPPLIES	R	12/22/2006	61.99		002348	61.99
				*** VENDOR TOTALS ***			1 CHECKS	61.99

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

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1082		ILLINOIS PAPER COMPANY						
	I-344803-000	OFFICE SUPPLIES	R	12/22/2006	67.95		002349	67.95
				*** VENDOR TOTALS ***			1 CHECKS	67.95
1156		ILLINOIS STATE POLICE						
	I-200612201049	RADIO SERVICE: 01/01-01/31/07	R	12/22/2006	427.50		002350	427.50
				*** VENDOR TOTALS ***			1 CHECKS	427.50
1032		JULIE, INC.						
	I-11-06-0433	UTILITY LOCATES: NOV. 2006	R	12/22/2006	3,691.70		002351	3,691.70
				*** VENDOR TOTALS ***			1 CHECKS	3,691.70
1196		KARA COMPANY, INC.						
	I-212173	VERIZON DATA LINE GPS DATA	R	12/22/2006	60.70		002352	60.70
				*** VENDOR TOTALS ***			1 CHECKS	60.70
1035		KIEFT BROTHERS, INC.						
	I-120300	METER STATION MAINTENANCE	R	12/08/2006	30.00		002301	30.00
				*** VENDOR TOTALS ***			1 CHECKS	30.00
1036		LAWSON PRODUCTS, INC.						
	I-5075911	MAINTENANCE SUPPLIES	R	12/08/2006	767.25	7.47CR	002302	759.78
1036		LAWSON PRODUCTS, INC.						
	I-5133983	MAINTENANCE SUPPLIES	R	12/22/2006	154.67	1.48CR	002353	153.19
				*** VENDOR TOTALS ***			2 CHECKS	912.97
1191		TERRANCE MC GHEE						
	I-200612141044	AWWARF ASSET MGMT WORKSHOP	R	12/22/2006	175.35		002354	175.35
				*** VENDOR TOTALS ***			1 CHECKS	175.35
1054		MCMASTER-CARR SUPPLY COMPANY						
	I-55936286	MAINTENANCE SUPPLIES	R	12/22/2006	89.28	1.79CR	002355	
	I-56077739	MCMASTER-CARR SUPPLY COMPANY	R	12/22/2006	135.06	2.70CR	002355	219.85
				*** VENDOR TOTALS ***			1 CHECKS	219.85
1069		MEL'S ACE HARDWARE						
	I-400134	MAINTENANCE SUPPLIES	R	12/08/2006	28.79		002303	
	I-400137	METER STATION MAINTENANCE	R	12/08/2006	17.32		002303	
	I-400138	PIPELINE SUPPLIES	R	12/08/2006	13.31		002303	
	I-400154	MAINTENANCE SUPPLIES	R	12/08/2006	3.50		002303	
	I-400160	MAINTENANCE SUPPLIES	R	12/08/2006	4.04		002303	
	I-400195	MAINTENANCE SUPPLIES	R	12/08/2006	27.92		002303	
	I-400216	MAINTENANCE SUPPLIES	R	12/08/2006	3.12		002303	
	I-400314	MAINTENANCE SUPPLIES	R	12/08/2006	6.74		002303	
	I-X00115	METER STATION MAINTENANCE	R	12/08/2006	44.88		002303	149.62
				*** VENDOR TOTALS ***			1 CHECKS	149.62

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1051	MENARDS- HILLSIDE						
I-12475	MAINTENANCE SUPPLIES	R	12/08/2006	56.48		002304	
I-12636	MAINTENANCE SUPPLIES	R	12/08/2006	23.94		002304	
I-12937	MAINTENANCE SUPPLIES	R	12/08/2006	25.54		002304	
I-7064	MAINTENANCE SUPPLIES	R	12/08/2006	15.04		002304	
I-7694	MAINTENANCE SUPPLIES	R	12/08/2006	9.66		002304	130.66
			*** VENDOR TOTALS ***			1 CHECKS	130.66
1439	METROTECH						
I-407654	I5000 LOCATING SYSTEM	R	12/22/2006	6,415.91		002356	
I-407783	4" METROCLAMP	R	12/22/2006	389.54		002356	6,805.45
			*** VENDOR TOTALS ***			1 CHECKS	6,805.45
1021	NAPERVILLE, CITY OF						
I-200612061033	METER STATION ELECTRIC SERVICE	R	12/08/2006	174.36		002305	174.36
1021	NAPERVILLE, CITY OF						
I-200612141045	METER STATION ELECTRIC SERVICE	R	12/22/2006	42.46		002357	
I-200612201050	METER STATION ELECTRIC SERVICE	R	12/22/2006	64.64		002357	107.10
			*** VENDOR TOTALS ***			2 CHECKS	281.46
1070	NATIONAL CITY BANK						
I-145002	SAFEKEEPING FEES: OCT. 2006	R	12/08/2006	984.70		002306	984.70
			*** VENDOR TOTALS ***			1 CHECKS	984.70
1203	NATIONAL SAFETY COUNCIL						
I-R5219629	SUPERVISOR MAGAZINE SUBSCR.	R	12/08/2006	21.00		002307	21.00
1203	NATIONAL SAFETY COUNCIL						
I-2018344	EXIT ROUTES, OSHA RECORD KEEP	R	12/22/2006	198.00		002358	198.00
			*** VENDOR TOTALS ***			2 CHECKS	219.00
1060	NTG, INC.						
I-51769	CORROSION TELEMETRY: 11/06	R	12/22/2006	61.95		002359	61.95
			*** VENDOR TOTALS ***			1 CHECKS	61.95
1373	NEUCO INC.						
I-969545	MAINTENANCE SUPPLIES	R	12/08/2006	203.44		002308	203.44
			*** VENDOR TOTALS ***			1 CHECKS	203.44
1020	NEXTEL COMMUNICATIONS						
I-648652511-057	CELL PHONE SERV.: 10/09-11/08	R	12/08/2006	1,011.28		002309	1,011.28

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

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1020		NEXTEL COMMUNICATIONS						
	I-648652511-058	CELL PHONE SERV.: 11/09-12/08	R	12/22/2006	998.28		002360	998.28
				*** VENDOR TOTALS ***			2 CHECKS	2,009.56
1111		NICOR GAS						
	I-200612061034	DPPS SERV.: 10/16/06-11/13/06	R	12/08/2006	2,441.51		002310	2,441.51
1111		NICOR GAS						
	I-200612211053	DPPS SERV.: 11/13/06-12/13/06	R	12/22/2006	4,219.58		002361	4,219.58
				*** VENDOR TOTALS ***			2 CHECKS	6,661.09
1112		NORTH SHORE UNIFORM						
	I-06-1134	UNIFORMS	R	12/08/2006	596.58		002311	596.58
1112		NORTH SHORE UNIFORM						
	I-06-1176	UNIFORMS	R	12/22/2006	100.30		002362	100.30
				*** VENDOR TOTALS ***			2 CHECKS	696.88
1208		OLIVE GROVE LANDSCAPING, INC.						
	I-8947	LANDSCAPING IMPROVEMENTS	R	12/08/2006	4,700.00		002312	
	I-9073	TREATMENT - TURF WEEDS & TREES	R	12/08/2006	1,200.00		002312	5,900.00
				*** VENDOR TOTALS ***			1 CHECKS	5,900.00
1081		PATRICK ENGINEERING INC.						
	I-20606.034-003	DWC SUPPLEMENTARY GIS SERV.	R	12/08/2006	3,437.49		002313	
	I-9593.B0-009	LAN CONFIG. & INDET. ASSIST.	R	12/08/2006	1,027.50		002313	4,464.99
				*** VENDOR TOTALS ***			1 CHECKS	4,464.99
1279		PETERS & ASSOCIATES						
	I-29572	DISASTER RECOVERY PLAN PROJECT	R	12/22/2006	1,462.50		002363	1,462.50
				*** VENDOR TOTALS ***			1 CHECKS	1,462.50
1114		PITNEY BOWES						
	I-5795233-DC06	POSTAGE METER RENTAL	R	12/22/2006	597.00		002364	597.00
				*** VENDOR TOTALS ***			1 CHECKS	597.00
1061		PLATINUM PLUS FOR BUSINESS						
	I-200612071039	NSC SEMINAR, PUBLICATION	R	12/08/2006	1,933.37		002314	
	I-200612071040	PLATINUM PLUS FOR BUSINESS	R	12/08/2006	2,999.29		002314	4,932.66
1061		PLATINUM PLUS FOR BUSINESS						
	I-200612201051	NSC SEMINAR	R	12/22/2006	66.00		002365	
	I-200612201052	I-PASS, GAS, ADMIN EXP, AWWARF	R	12/22/2006	522.26		002365	588.26
				*** VENDOR TOTALS ***			2 CHECKS	5,520.92

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

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1115		PROSAFETY						
	I-2/533780	PIPELINE SUPPLIES	R	12/08/2006	93.00		002315	93.00
				*** VENDOR TOTALS ***			1 CHECKS	93.00
1039		QUILL CORPORATION						
	I-2436069	OFFICE SUPPLIES	R	12/08/2006	145.00		002316	
	I-2531199	OFFICE SUPPLIES	R	12/08/2006	64.60		002316	
	I-2534668	OFFICE SUPPLIES	R	12/08/2006	77.42		002316	
	I-2572572	OFFICE SUPPLIES	R	12/08/2006	609.22		002316	
	I-2575399	OFFICE SUPPLIES	R	12/08/2006	9.16		002316	
	I-2584286	OFFICE SUPPLIES	R	12/08/2006	10.78		002316	
	I-2592498	OFFICE SUPPLIES	R	12/08/2006	31.63		002316	947.81
1039		QUILL CORPORATION						
	I-2769758	OFFICE SUPPLIES	R	12/22/2006	302.08		002366	
	I-2829147	OFFICE SUPPLIES	R	12/22/2006	85.51		002366	
	I-2858008	OFFICE SUPPLIES	R	12/22/2006	8.99		002366	
	I-2894154	OFFICE SUPPLIES	R	12/22/2006	19.43		002366	
	I-2911253	OFFICE SUPPLIES	R	12/22/2006	10.89		002366	
	I-2967572	OFFICE SUPPLIES	R	12/22/2006	62.04		002366	
	I-2994099	OFFICE SUPPLIES	R	12/22/2006	31.49		002366	
	I-3039136	OFFICE SUPPLIES	R	12/22/2006	219.86		002366	740.29
				*** VENDOR TOTALS ***			2 CHECKS	1,688.10
1059		RED WING SHOE STORE						
	I-00045010141	SAFETY SHOES: M. WEED	R	12/08/2006	207.99		002317	207.99
1059		RED WING SHOE STORE						
	I-00045014937	SAFETY SHOES: C. REYES	R	12/22/2006	155.99		002367	
	I-00045015039	SAFETY SHOES: J. MOX	R	12/22/2006	215.99		002367	371.98
				*** VENDOR TOTALS ***			2 CHECKS	579.97
1044		ROYAL GRAPHICS PRINTERS						
	I-68151	LETTERHEAD	R	12/08/2006	167.27		002318	167.27
				*** VENDOR TOTALS ***			1 CHECKS	167.27
1329		C. SEMRAD & ASSOCIATES						
	I-200612071041	MANAGEMENT TRAINING	R	12/08/2006	1,387.50		002319	1,387.50
				*** VENDOR TOTALS ***			1 CHECKS	1,387.50
1173		SIMPLEXGRINNELL LP						
	I-61849234	REPAIRS TO FIRE ALARM	R	12/08/2006	338.39		002320	338.39
				*** VENDOR TOTALS ***			1 CHECKS	338.39

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

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1043		SOOPER LUBE						
	I-105854	VEHICLE MAINTENANCE: M-63636	R	12/08/2006	45.45		002321	
	I-106495	VEHICLE MAINTENANCE: M-99818	R	12/08/2006	50.44		002321	
	I-106578	VEHICLE MAINTENANCE: M-78556	R	12/08/2006	33.45		002321	
	I-107031	VEHICLE MAINTENANCE: M-153835	R	12/08/2006	74.44		002321	203.78
				*** VENDOR TOTALS ***			1 CHECKS	203.78
1040		SPECIALTY MAT SERVICE						
	I-367222	MAT SERVICE: 11/13/06	R	12/08/2006	61.90		002322	
	I-369098	MAT SERVICE: 11/27/06	R	12/08/2006	61.90		002322	123.80
				*** VENDOR TOTALS ***			1 CHECKS	123.80
1121		SPI ENERGY GROUP						
	I-200612141047	ELECTRIC CONTRACT	R	12/22/2006	1,375.00		002368	1,375.00
				*** VENDOR TOTALS ***			1 CHECKS	1,375.00
1438		THOMAS TILE & CARPET SUPPLY CO						
	I-03-1645	FLOOR TILE - OPERATIONS CENTER	R	12/08/2006	1,961.00		002323	1,961.00
				*** VENDOR TOTALS ***			1 CHECKS	1,961.00
1125		TOTAL FIRE & SAFETY, INC.						
	I-AR102706A	HYDRO TEST/RECHARGE SCBA UNITS	R	12/08/2006	180.00		002324	180.00
				*** VENDOR TOTALS ***			1 CHECKS	180.00
1046		TREE TOWNS REPRO SERVICE						
	I-69296	DIGITAL SCAN TO DISC	R	12/08/2006	99.00		002325	99.00
1046		TREE TOWNS REPRO SERVICE						
	I-69914	DIGITAL BOND COPY	R	12/22/2006	15.00		002369	15.00
				*** VENDOR TOTALS ***			2 CHECKS	114.00
1146		TRITON ELECTRONICS, INC.						
	I-6104	METER CALIBRATIONS	R	12/22/2006	430.00		002370	
	I-6105	METER CALIBRATIONS	R	12/22/2006	150.00		002370	
	I-6106	METER CALIBRATIONS	R	12/22/2006	310.00		002370	
	I-6107	METER CALIBRATIONS	R	12/22/2006	150.00		002370	
	I-6112	METER CALIBRATIONS	R	12/22/2006	465.20		002370	1,505.20
				*** VENDOR TOTALS ***			1 CHECKS	1,505.20
1282		U.S. POSTAL SERVICE (POSTAGE-B						
	I-200612211054	REPLENISH POSTAGE METER	R	12/22/2006	3,000.00		002371	3,000.00
				*** VENDOR TOTALS ***			1 CHECKS	3,000.00

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1129	UNIQUE PRODUCTS & SERVICE CORP						
I-157977	MAINTENANCE SUPPLIES	R	12/22/2006	455.70		002372	455.70
			*** VENDOR TOTALS ***			1 CHECKS	455.70
1425	VAN ELLA, INC.						
I-IVC019351	BACKGROUND CHECKS	R	12/22/2006	74.00		002373	74.00
			*** VENDOR TOTALS ***			1 CHECKS	74.00
1404	VIKING AWARDS						
I-13958	ADMINISTRATIVE EXPENSE	R	12/08/2006	116.40		002326	
I-2618	ADMINISTRATIVE EXPENSE	R	12/08/2006	227.12		002326	343.52
			*** VENDOR TOTALS ***			1 CHECKS	343.52
1062	WASTE MANAGEMENT						
I-1596943-2008-0	REFUSE DISPOSAL	R	12/08/2006	324.15		002327	324.15
			*** VENDOR TOTALS ***			1 CHECKS	324.15
1010	WEST						
I-812614677	WESTLAW: 11/01/06-11/30/06	R	12/22/2006	355.58		002374	355.58
			*** VENDOR TOTALS ***			1 CHECKS	355.58
1412	WESTIN ENGINEERING, INC.						
I-26956	DATASTREAM CMMS UPGRADE	R	12/08/2006	12,601.89		002328	
I-26957B	LEX PUMP STA - DATATSTREAM	R	12/08/2006	17,460.13		002328	30,062.02
1412	WESTIN ENGINEERING, INC.						
I-27148	DATASTREAM CMMS UPGRADE	R	12/22/2006	10,026.99		002375	10,026.99
			*** VENDOR TOTALS ***			2 CHECKS	40,089.01
1048	ZIEBELL WATER SERVICE PRODUCTS						
I-189061-000	PIPELINE REPAIRS	R	12/08/2006	234.78		002329	234.78
			*** VENDOR TOTALS ***			1 CHECKS	234.78

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	101	3,439,334.01	15.44	3,439,349.45
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: IL TOTAL	101	3,439,334.01	0.00	3,439,334.01
BANK: IL TOTALS:	101	3,439,334.01	15.44	3,439,349.45
REPORT TOTALS:	101	3,439,334.01	15.44	3,439,349.45

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 12/01/2006 THRU 12/31/2006
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

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

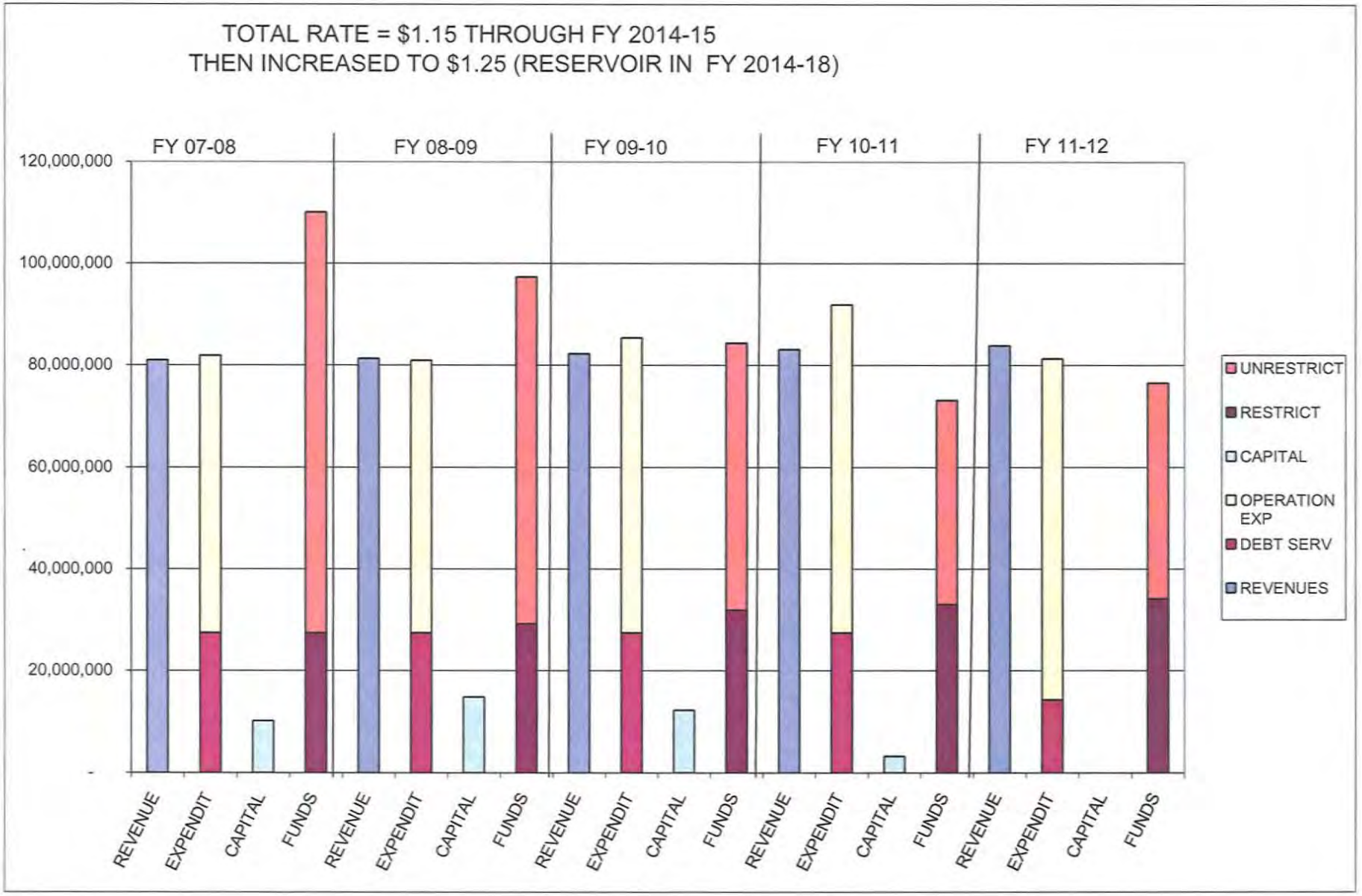
FROM: Robert L. Martin, P.E.
General Manager

DATE: January 4, 2007

SUBJECT: Long Term Financial Plan

As a result of the December 14, 2006 Committee of the Whole meeting, I am providing a chart and spreadsheet with the combined rate of $1.15 with a rate increase in FY 2015-16 and the construction of the reservoir starting in FY 2014-15.

H:\Administration\Reports\5 Year Capital\2007-2008\Long Term Financial Plan\Memo to Commission 070104.doc



Revised December 21, 2006

TOTAL RATE = $1.15 THROUGH FY 2014-15 THEN INCREASED TO $1.25 (RESERVOIR IN 2014-18)

	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14
REVENUES	80,990,525	81,324,738	82,258,512	83,105,599	83,815,378	85,685,572	86,935,361
DEBT SERV	27,408,338	27,406,338	27,411,713	27,411,851	14,289,188	14,289,688	14,288,325
OPERATION EXP	54,478,359	53,535,174	57,967,766	64,434,304	67,009,019	69,709,525	72,502,856
CAPITAL	10,185,000	14,833,000	12,285,000	3,278,000	-	5,000,000	5,000,000
RESTRICT	27,394,783	29,249,020	31,954,096	33,031,148	34,160,822	35,329,325	36,537,502
UNRESTRICT	82,678,065	68,018,291	52,391,824	40,141,744	42,415,814	39,215,225	34,459,693
TOTAL RATE	1.15	1.15	1.15	1.15	1.15	1.15	1.15

	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
REVENUES	88,266,754	92,951,642	94,612,042	96,725,082	98,569,653	99,809,078	100,555,533
DEBT SERV	14,289,938	14,287,688	-	-	-	-	-
OPERATION EXP	75,391,027	78,423,313	81,564,651	84,845,804	88,235,028	91,773,577	94,908,693
CAPITAL	5,000,000	8,110,000	15,550,000	8,050,000	5,000,000	5,000,000	5,000,000
RESTRICT	37,805,965	39,120,046	-	-	-	-	-
UNRESTRICT	28,132,370	20,335,828	17,891,261	21,763,068	27,123,933	30,168,571	30,806,589
TOTAL RATE	1.15	1.25	1.25	1.25	1.25	1.25	1.25

Revised December 21, 2006

DuPage Water Commission
MEMORANDUM

TO: Commissioners

FROM: Chairman S. Louis Rathje

DATE: January 4, 2007

SUBJECT: February 8, 2007
Commission Meeting

General Manager Martin has another engagement on the night of our February 8, 2007 Commission meeting. Because the tentative approval of the Fiscal Year 2007-2008 budget will be discussed, I am requesting that the meeting be held at 10:00 A.M. to allow him to attend.

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S. Louis Rathje