



DuPage Water Commission

MEMORANDUM

TO: Chairman Rathje and Commissioners

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

A handwritten signature in black ink, appearing to be 'R. Martin', is written over the name and title of the sender.

DATE: March 10, 2009

SUBJECT: Supplemental Board Package Material

Attached please find the following:

1. Revised Commission agenda for March 12, 2009
2. Revised Engineering Committee Agenda for March 12, 2009
3. Resolution No. R-18-09: A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and Cimco for Telephone and Communication services
4. Revised Resolution No. R-15-09: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QRE-4/08 at the March 12, 2009, DuPage Water Commission Meeting
5. Memorandum dated March 10, 2009 to Commissioner Chaplin



DuPage Water Commission

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

REVISED AGENDA

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

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

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

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

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

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

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

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

RECOMMENDED MOTION: To amend the Tuition Reimbursement Policy to eliminate the \$4,000.00 per employee per fiscal year limitation on reimbursement effective as of May 1, 2009 (Roll Call).

3. Actions on Items Listed on 3/12/09 Administration Committee Agenda
- B. Engineering & Construction Committee
 1. Report of 3/12/09 Engineering & Construction Committee
 2. Actions on Items Listed on 3/12/09 Engineering & Construction Committee
- C. Finance Committee
 1. Report of 3/12/09 Finance Committee
 2. Actions on Items Listed on 3/12/09 Finance Committee Agenda
- VII. Chairman's Report
- VIII. Omnibus Vote Requiring Majority Vote
 - A. Resolution No. R-16-09: A Resolution Awarding a Contract for Chain Link Fence Demolition, Re-Alignment, Fabric Replacement and Gate Work at the DuPage Pumping Station
(Concurrence of a Majority of the Appointed Commissioners—7)
 - B. Resolution No. R-17-09: A Resolution Amending Resolution No. R-6-08, being "A Resolution Authorizing the Electronic Transfer of Funds for the Direct Deposit of Commissioner and Treasurer Compensation, for the Payment of State of Illinois Withholding Taxes through the Electronic Federal Tax Payment System, and for the Remittance of Employee Contributions under the Commission's Deferred Compensation Plan and Approving and Authorizing the Execution of any Agreements Required in Connection Therewith"
(Concurrence of a Majority of the Appointed Commissioners—7)
- RECOMMENDED MOTION:** To adopt the items listed on the Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).
- IX. Omnibus Vote Requiring Super-Majority or Special Majority Vote
 - A. Ordinance No. O-2-09: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Glen Ellyn Heights Service Area
(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

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

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

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

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

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

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

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

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

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

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

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

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

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

(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)

- I. Resolution No. R-18-09: A Resolution Approving and Authorizing the Execution of Telephone and Internet Service Agreements between the DuPage Water Commission and CIMCO Communications, Inc.

(TO SUSPEND: Two-Thirds Majority Vote of the Commissioners Present—minimum 5)

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

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

X. Old Business

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

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

B. FY 2009-2010 Tentative Management Budget Discussion

XI. New Business

XII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$56,992.25 subject to submission of all contractually required documentation (Roll Call).

XIII. Executive Session

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

RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), and/or to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11) (Roll Call).

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

XIV. Adjournment

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



DuPage Water Commission

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

REVISED AGENDA

ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, MARCH 12, 2009
7:00 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

COMMITTEE MEMBERS

W. Maio, Chair
L. Hartwig
W. Mueller
A. Poole

- I. Roll Call
- II. Approval of Committee Meeting Minutes of January 8, 2009

RECOMMENDED MOTION: To approve the Minutes of the January 8, 2009 Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. Partial Pay Request

Quick Response Contract

1. Relocate Pipe from Service Yard to Storage Pad (QR8-004A)
Authorized by R-65-08 \$26,381.85
2. Relocate ROV Cabinet 15B Southwest corner of Naperville &
Warrenville Roads (QRE3-001A) Authorized by R-34-07 \$741.10
3. Relocate ROV Cabinet 15B Southwest corner of Naperville &
Warrenville Roads (QRE3-001B) Authorized by R-34-07 \$7,761.77
4. Relocate ROV Cabinet 15B Southwest corner of Naperville &
Warrenville Roads (QRE3-001C) Authorized by R-34-07 \$1,296.80
5. Relocate ROV Cabinet 15B Southwest corner of Naperville &
Warrenville Roads (QRE3-001D) Authorized by R-34-07 \$7,799.90
6. Relocate ROV Cabinet 15B Southwest corner of Naperville &
Warrenville Roads (QRE3-001E) Authorized by R-34-07 \$1,480.77
7. Relocate ROV Cabinet 15B Southwest corner of Naperville &
Warrenville Roads (QRE3-001F) Authorized by R-34-07 \$358.04
8. Relocate ROV Cabinet 15B Southwest corner of Naperville &
Warrenville Roads (QRE3-001G) Authorized by R-34-07 \$1,432.24

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.

9. Relocate ROV Cabinet 15B Southwest corner of Naperville & Warrenville Roads (QRE3-001H) Authorized by R-34-07 \$2,042.07

RECOMMENDED MOTION: The Engineering Committee recommends to the Commission approval of payments in the amount of \$49,296.54 as part of the accounts payable, subject to submission of all contractually required documentation.

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

- Work Authorization Order No. 008 to Martam Construction Incorporated—estimated cost \$11,500.00

RECOMMENDED MOTION: The Engineering Committee recommends to the Commission approval of Resolution No. R-10-09: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the March 12, 2009, DuPage Water Commission Meeting.

- VI. Resolution No. R-11-09: A Resolution Approving and Authorizing the Execution of a Seventh Amendment to the Contract for Evaluation, Design, Bidding and Construction of Electrical Generation Supply Facilities at the DuPage Pump Station at the March 12, 2009, DuPage Water Commission Meeting.

- \$231,464.00 NTE Cost Increase from \$3,888,809.00 to \$4,120,273

RECOMMENDED MOTION: The Engineering Committee recommends to the Commission approval of Resolution No. R-11-09: A Resolution Approving and Authorizing the Execution of a Seventh Amendment to the Contract for Evaluation, Design, Bidding and Construction of Electrical Generation Supply Facilities at the DuPage Pump Station at the March 12, 2009, DuPage Water Commission Meeting.

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

- \$18,000.00 NTE Cost

RECOMMENDED MOTION: The Engineering Committee recommends to the Commission approval of Resolution No. R-12-09: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Patrick Engineering, Inc. at the March 12, 2009, DuPage Water Commission Meeting.

- VIII. Resolution No. R-13-09: A Resolution Approving a First Amendment to Task Order No. 24 Under the Master Contract with AECOM USA, Inc. at the March 12, 2009 Commission Meeting.

- **\$32,500.00 NTE Cost Increase** from \$25,500.00 to \$58,000.00

RECOMMENDED MOTION: The Engineering Committee recommends to the Commission approval of Resolution No. R-13-09: A Resolution Approving a First Amendment to Task Order No. 24 Under the Master Contract with AECOM USA, Inc. at the March 12, 2009 Commission Meeting.

- IX. Resolution No. R-14-09: A Resolution Approving a First Amendment to Task Order No. 25 Under the Master Contract with AECOM USA, Inc. at the March 12, 2009 Commission Meeting.

- **\$32,500.00 NTE Cost Increase** from \$25,500.00 to \$58,000.00

RECOMMENDED MOTION: The Engineering Committee recommends to the Commission approval of Resolution No. R-14-09: A Resolution Approving a First Amendment to Task Order No. 25 Under the Master Contract with AECOM USA, Inc. at the March 12, 2009 Commission Meeting.

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

- **Estimated Cost \$9,500.00**

RECOMMENDED MOTION: The Engineering Committee recommends to the Commission approval of Resolution No. R-15-09: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QRE-4/08 at the March 12, 2009, DuPage Water Commission Meeting

- XI. Resolution No. R-16-09: A Resolution Awarding a Contract for Chain Link Fence Demolition, Re-Alignment, Fabric Replacement and Gate Work at the DuPage Pumping Station at the March 12, 2009, DuPage Water Commission Meeting.

- **Sealed Bid Price \$22,727.17**

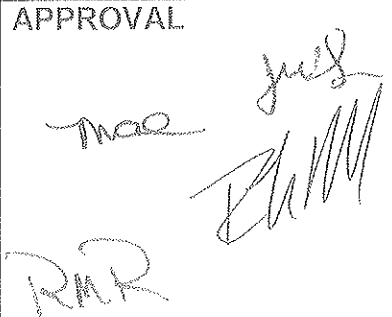
RECOMMENDED MOTION: The Engineering Committee recommends to the Commission approval of Resolution No. R-16-09: A Resolution Awarding a Contract for Chain Link Fence Demolition, Re-Alignment, Fabric Replacement and Gate Work at the DuPage Pumping Station at the March 12, 2009, DuPage Water Commission Meeting.

XII. Adjournment

Board/Agendas/Engineering/Eng0903.doc

DATE: March 10, 2009

REQUEST FOR BOARD ACTION

| | | | |
|---|--|-------------------------------|--|
| AGENDA SECTION | Omnibus Vote Requiring Super Majority or Special Majority Vote | ORIGINATING DEPARTMENT | Instrumentation/Remote Facilities |
| ITEM | A Resolution Approving and Authorizing the Execution of Telephone and Internet Service Agreements between the DuPage Water Commission and CIMCO Communications, Inc. Resolution No. R-18-09 | APPROVAL |  |
| Account Number: 01-60-6514.01 | | | |
| <p>Resolution No. R-18-09 would suspend the purchasing procedures of the Commission's By-Laws and approve and authorize the execution of Service, Circuit, and Data Services Agreements between the DuPage Water Commission and CIMCO Communications, Inc. for telephone and Internet communication services.</p> <p>Currently, the Commission is using AT&T's telephone and Internet services. In recent years, staff has noticed a decline in support and service and, during the past six months, the number of telephone service interruptions has increased dramatically leaving the Commission without telephone service for many hours and even days at a time.</p> <p>As a result, Staff investigated alternative service providers and selected CIMCO Communications, Inc., a business that has been servicing medium size companies since 1985 and is located in Oakbrook Terrace, IL. Because the agreements provide for a three-year term and liquidated damages for early termination (for reasons other than service disruptions/errors that could have reasonably been avoided or controlled by CIMCO), the cost of the services/supplies being purchased exceed \$20,000.00.</p> <p>Given that sealed proposals from at least two vendors were not solicited as required by the Commission's By-Laws for the purchase of services/supplies costing in excess of \$20,000.00, staff is requesting that the Board suspend the purchasing procedures of the Commission's By-Laws and approve the Service, Circuit, and Data Services Agreements attached to Resolution No. R-18-09 which also limit CIMCO's liability.</p> | | | |
| MOTION: To approve Resolution No. R-18-09. | | | |

DUPAGE WATER COMMISSION

RESOLUTION NO. R-18-09

A RESOLUTION APPROVING
AND AUTHORIZING THE EXECUTION OF
TELEPHONE AND INTERNET SERVICE AGREEMENTS
BETWEEN THE DUPAGE WATER COMMISSION
AND CIMCO COMMUNICATIONS, INC.

WHEREAS, the Commission desires to purchase, and CIMCO Communications, Inc. desires to provide, telephone and Internet communication services for a three-year period subject to the terms, conditions, and limitations set forth in the Service, Circuit, and Data Services Agreements attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The Service, Circuit, and Data Services Agreements attached hereto as Exhibit 1 shall be and they hereby are approved; the Board of Commissioners of the DuPage Water Commission hereby suspending the purchasing procedures contained in Article VIII of the Commission's By-Laws.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Service, Circuit, and Data Services Agreements attached hereto as Exhibit 1. Upon execution by the General Manager, the Service, Circuit, and Data Services Agreements attached hereto as Exhibit 1, 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 by a vote of two-thirds of the Commissioners present or the concurrence of a majority of the appointed Commissioners, whichever is greater.

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2009.

Chairman

ATTEST:

Clerk

EXHIBIT 1

CIMCO Service Agreement

CIMCO Communications, Inc.
1901 S. Meyers Road, Ste. 700
Oakbrook Terrace, IL 60181
Phone: 630-691-8080
Fax: 630-691-8788



This Agreement authorizes CIMCO Communications, Inc. (hereinafter referred to as "CIMCO") in accordance with the terms and conditions herein set forth of this Agreement; to provide Communication Services for the below named Customer.

1. CIMCO will provide communication services to locations designated by the Customer in accordance with CIMCO's Interstate Service Offering No.1, Service Offering No. 2, ICC Tariff No. 4 and 7 and will arrange all functions required to transfer the Customer's Communication Services, as follows.
☒ Local Service ☒ Long Distance Service ☐ Conferencing ☐ IP Talk
2. Customer is responsible for all telephone calls placed from the telephone numbers (ANI) designated under this service. Customer is responsible for all contract liability incurred from previous carrier. Customer understands and agrees that invoices are payable upon receipt. In the event that payment is not made, Customer agrees to pay all late charges, costs and expense of collection, including interest and a reasonable attorney's fee, if and to the extent required by applicable tariff. This Agreement shall be construed under the laws of the State of Illinois and any action to construe or enforce this Agreement shall be brought in the courts of the State of Illinois.
3. Customer agrees to subscribe to this service for a 36 month consecutive term subject to prior appropriation by Customer's governing body. The term of this Agreement shall commence on the date this Agreement is fully executed and shall continue for 36 months from the cutover date and shall automatically renew for consecutive month to month term, subject to prior appropriation by Customer's governing body, unless a written notice of Non-Renewal is sent within (30) days prior to the end of the term. Customer's Notice of Non-Renewal must be sent to CIMCO: Director of Sales, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181. If such Notice of Non-Renewal is not submitted to CIMCO, sending by US Postal via certified mail with return receipt requested within 30 days prior to expiration of this Agreement and if CIMCO has not sent a Notice of Non-Renewal to Customer, then this Agreement shall automatically renew for a month to month term subject to prior appropriation by Customer's governing body. If, after the time that CIMCO begins providing service to Customer, Customer terminates this Agreement, or transfers part or all of its usage from CIMCO to another carrier prior to the end of the term of this Agreement or the end of any renewal term, for reasons other than mistakes, omissions, interruptions, delays, errors, or defects in transmissions that could have reasonably been avoided or controlled by CIMCO, then Customer shall pay to CIMCO, as liquidated damages and not as a penalty, 50% of Customer's average monthly usage, lines and features on the CIMCO program times the number of months remaining on such term. Customer agrees that the damage CIMCO will suffer as a result of such termination will be difficult to measure, and that the sum set forth above is a reasonable estimate of the amount of damage that CIMCO would be anticipated to suffer in such event.
4. In the event Customer determines that the quality of the network transmission purchased from CIMCO herein does not satisfy such Customer's quality standards for performance of network services, then the Customer must notify CIMCO of such dissatisfaction in writing, sending by US Postal via certified mail with return receipt requested. CIMCO will have thirty (30) days to rectify the problem in accordance with Industry Standards. Customer's Notice of Dissatisfaction must be sent to CIMCO CFO, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181. In the event CIMCO cannot rectify the problem in accordance with Industry Standards, Customer may terminate services with CIMCO without further liability, except for payment in full for all usage and charges associated with services provided in accordance with this Agreement.
5. Customer acknowledges that CIMCO will commence provisioning of Customer's order for Service and that CIMCO will incur expense in reliance upon Customer's commitment for the Service. Customer agrees that if it Customer cancels this order prior to the time that CIMCO begins providing service to Customer, then Customer will be liable to CIMCO for the expense that CIMCO incurs.
6. The undersigned company agrees to payment of all monies due CIMCO Communications, Inc. Further, he/she guarantees that all statements made herein are true and correct to the best of his/her knowledge. Finally, the undersigned authorizes the release of credit and financial information to CIMCO Communications, Inc. by applicant's bank and other references.
7. This signed Agreement and any other documents transmitted by fax machine shall be treated in all manner and respects as an original document. Any such fax document shall be considered to have the same binding legal effect as an original document.

The undersigned hereby agrees to the terms and conditions set forth herein and are duly authorized to execute this Agreement

Company Name: DuPage Water Commission

CIMCO Communications, Inc.

By: _____

By: _____

Print Name: Martin, Robert

Title: _____

Title: _____

Date: _____

Date: _____

E-Mail Address: _____

CIMCO Circuit Agreement

CIMCO Communications, Inc.
1901 S. Meyers Road, Ste. 700
Oakbrook Terrace, IL 60181
Phone: 630-691-8080
Fax: 630-691-8788



Customer: DuPage Water Agreement

Telephone Number: _____

Address: 600 E. Butterfield Road

Contact: Martin, Robert

City: Elmhurst State: IL ZIP: 60126

This Agreement authorizes CIMCO Communications, Inc. (hereinafter referred to as "CIMCO") in accordance with the terms and conditions herein set forth of this Agreement; to provide Data Services for the above named Customer.

☒ Local Circuit

☐ Long Distance Circuit

- 1 CIMCO will provide communications services to locations designated by the Customer in accordance with CIMCO's Service Offering No. 1, Service Offering No. 2, ICC tariff 4 and 7 and will arrange all functions required to transfer the Customer's Communication Services.
- 2 Customer understands and agrees that invoices are payable within 30 days of date of invoice. In the event payment is not made, Customer agrees to pay all late charges, costs and expense of collection, including interest and a reasonable attorney's fee, if and to the extent required by applicable tariff. This Agreement shall be construed under the laws of the State of Illinois and any action to construe or enforce this Agreement shall be brought in the courts of the State of Illinois. Customer is responsible for all contract liability incurred from previous carrier.
- 3 Customer agrees to subscribe to this service for a 36 month consecutive term subject to prior appropriation by Customer's governing body. The term of this Agreement shall commence on the date this Agreement is fully executed and shall continue for 36 months from the cutover date and shall automatically renew to month to month, terms, subject to prior appropriation by Customer's governing body, unless canceled by either party with sixty (60) days written notice. CIMCO reserves the right to commence billing upon circuit delivery.
- 4 Customer acknowledges that CIMCO will commence provisioning of Customer's order for Service and that CIMCO will incur expense in reliance upon Customer's commitment for the Service. Customer agrees that if it Customer cancels this order prior to the time that CIMCO begins providing service to Customer, then Customer will be liable to CIMCO for the expense that CIMCO incurs, except for cancellations pursuant to Section 10 of this agreement.
- 5 Following are the circuit quotes that apply to this agreement:
Attached quote # METP120808-KW1
Customer has received a copy of the quote and agrees to the terms and pricing _____ (Customer initials required)
- 6 The undersigned Company agrees to pay all monies due CIMCO Communications, Inc. He/she guarantees that all statements made herein are true and correct to the best of his/her knowledge. Finally, the undersigned authorizes the release of credit and financial information to CIMCO Communications, Inc. by applicant's bank and other references.
- 7 In the event of conflict or discrepancy between provisions of this order and provisions of the applicable tariff, the provisions of the tariff will prevail. This order and the applicable tariffs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the service.
- 8 Except as otherwise provided below, Customers requesting termination of a circuit prior to the expiration date of the 36 month term will be liable for a charge on each individual circuit canceled, calculated as described below, which upon termination shall become immediately due and payable in its entirety. The termination charge for monthly term agreements will be calculated as follows:
 - A. LOCAL CIRCUIT Termination.
Subject to prior appropriation by Customer's governing body, if Customer disconnects any or all Local circuits prior to the end of the term of this agreement for reasons other than mistakes, omissions, interruptions, delays, errors, or defects in transmissions that could have reasonably been avoided or controlled by CIMCO, Customer agrees to pay an early termination charge equal to fifty percent (50%) of the total Monthly Recurring Charges, for the disconnected circuit times the number of months remaining in the unexpired term of this Agreement. The foregoing early termination charges shall not apply in instances where Customer terminates this Agreement by converting to a new CIMCO agreement that is equal to or greater than its initial term and monthly commitment. All termination notifications must be sent to CIMCO Director of Sales, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing, sent by US Postal service, by certified mail with return receipt requested.
 - B. LONG DISTANCE CIRCUIT Termination.
Subject to prior appropriation by Customer's governing body, if Customer disconnects any or all Long Distance circuits prior to the end of the term of this agreement for reasons other than mistakes, omissions, interruptions, delays, errors, or defects in transmissions that could have reasonably been avoided or controlled by CIMCO, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the total Monthly Recurring Charges, for the disconnected circuit times the number of months remaining in the unexpired term of this Agreement. The foregoing early termination charges shall not apply in instances where Customer terminates this Agreement by converting to a new CIMCO agreement that is equal to or greater than its initial term and monthly commitment. All termination notifications must be sent to CIMCO Director of Sales, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing, sent by US Postal service, by certified mail with return receipt requested.
- 9 All termination notifications must be sent to CIMCO CFO, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing, sent by US Postal service, by certified mail with return receipt requested.
- 10 The customer has the option to cancel the order for quote ID, METP120808-KW1 for a fiber application (DS3, GigaPath, etc.) if once the order is placed and there are special construction non-recurring charges determined and the customer does not want to pay. Customer must provide written cancellation within 3 business days from the time a CIMCO representative contacts the customer. If determined there is no additional charge to the customer for the special construction build then quote ID METP120808-KW1 will continue to process as a valid order. Customer Initials Required _____ (Enter N/A if this is not an application needing fiber)

This signed Agreement and any other documents transmitted by fax machine shall be treated in all manner and respects as an original document. Any such fax document shall be considered to have the same binding legal effect as an original document.

Company: DuPage Water Commission

Representative: _____

By: _____

CIMCO Communications, Inc.

Print Name: Martin, Robert

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



CIMCO Metro PRI

For
DuPage Water Commission

Contact: John Schori
City:
Phone #:
Fax #:
Email:

Date: 12/8/2008
Term: 3year
Quote ID: METP120808-KW1

| Location | Product Offering | Product Description | Monthly | Quantity | Extended Monthly | One Time Charge | | | | | | | | | | | | |
|--|-------------------------|--|-----------|----------|------------------|-----------------|--|--|--|------------|----|--------|------------|----|--------|-----------|----|--------|
| 600 E Butterfield Road Elmhurst, IL 60126 | Metro PRI | Metro PRI circuit | \$ 295.00 | 1 | \$295.00 | \$ - | | | | | | | | | | | | |
| 600 E Butterfield Road Elmhurst, IL 60126 | Block of 10 DID Numbers | Block of 10 DID Numbers | \$ 1.00 | 10 | \$10.00 | \$ 25.00 | | | | | | | | | | | | |
| 600 E Butterfield Road Elmhurst, IL 60126 | Virtual Exchange | Virtual Exchange provides the customer the ability to port numbers that are out of rate center. Price is quoted per rate center. | \$0 | 1 | \$0.00 | \$0 | | | | | | | | | | | | |
| <table><tr><td colspan="3">Local Usage</td></tr><tr><td>Band A</td><td>\$</td><td>0.0120</td></tr><tr><td>Band B</td><td>\$</td><td>0.0180</td></tr><tr><td>Band C</td><td>\$</td><td>0.0280</td></tr></table> | | | | | | | Local Usage | | | Band A | \$ | 0.0120 | Band B | \$ | 0.0180 | Band C | \$ | 0.0280 |
| Local Usage | | | | | | | | | | | | | | | | | | |
| Band A | \$ | 0.0120 | | | | | | | | | | | | | | | | |
| Band B | \$ | 0.0180 | | | | | | | | | | | | | | | | |
| Band C | \$ | 0.0280 | | | | | | | | | | | | | | | | |
| <table><tr><td colspan="3">Long Distance Usage (Inbound and Outbound)</td></tr><tr><td>Interstate</td><td>\$</td><td>0.0310</td></tr><tr><td>Intrastate</td><td>\$</td><td>0.0310</td></tr><tr><td>Intralata</td><td>\$</td><td>0.0280</td></tr></table> | | | | | | | Long Distance Usage (Inbound and Outbound) | | | Interstate | \$ | 0.0310 | Intrastate | \$ | 0.0310 | Intralata | \$ | 0.0280 |
| Long Distance Usage (Inbound and Outbound) | | | | | | | | | | | | | | | | | | |
| Interstate | \$ | 0.0310 | | | | | | | | | | | | | | | | |
| Intrastate | \$ | 0.0310 | | | | | | | | | | | | | | | | |
| Intralata | \$ | 0.0280 | | | | | | | | | | | | | | | | |
| Total Metro PRI Offering | | | | | \$305.00 | \$25.00 | | | | | | | | | | | | |

Total Metro PRI Offering Charges

| Total MRC | Total NRC |
|-----------|-----------|
| \$305.00 | \$25.00 |

- All prices quoted herein are valid 30 days from the date prepared. All prices exclude applicable federal, state, and local fees, taxes, and surcharges. All prices exclude premise visits, on-site wiring and DMARC extension, which are subject to a technician premise visit charge and separate time and materials charges.
- Recurring charges are per month for the full length of the specified term. CIMCO cannot guarantee that the local access portion (LEC) of these rates will stay constant during the service term.
- CIMCO recommends that the local telephone company facilitate the extension of the customer's demarcation. However, extension of the demarcation by the local telephone company is subject to time and material charges separate from the above network charges.
- This quote is valid based on the availability of facilities provided by the local exchange carrier (LEC).
- (If applicable) This quote does not include Special Construction Costs that may be necessary to supply Fiber Optic facilities at the customers location.

CIMCO Data Services Agreement

CIMCO Communications, Inc.
1901 S. Meyers Road, Ste. 700
Oakbrook Terrace, IL 60181
Phone: 630-691-8080
Fax: 630-691-8788



Customer: DuPage Water Commission

Telephone Number: _____

Address: 600 E. Butterfield Road

Contact: Martin, Robert

City: Elmhurst State: IL ZIP: 60126

This Agreement authorizes CIMCO Communications, Inc. (hereinafter referred to as "CIMCO") in accordance with the terms and conditions herein set forth of this Agreement; to provide Data Services for the above named Customer.

- 1 CIMCO will provide services to locations designated by the Customer in accordance with CIMCO's Interstate Service Offering No. 1, Service Offering No 2, ICC tariff 4 and 7 and will arrange all functions required to transfer the Customer's Communication Services, as follows:
☒ Internet ☐ Firewall ☐ Router ☐ VPN ☒ Web Hosting ☐ IPVPN ☐ Colocation
- 2 Customer understands and agrees that invoices are payable upon receipt. In the event payment is not made, Customer agrees to pay all late charges, costs and expense of collection, including interest and a reasonable attorney's fee, if and to the extent required by applicable tariff. This Agreement shall be construed under the laws of the State of Illinois and any action to construe or enforce this Agreement shall be brought in the courts of the State of Illinois. Customer is responsible for all contract liability incurred from previous carrier.
- 3 Customer agrees to subscribe to this service for a 36 month consecutive term subject to prior appropriation by Customer's governing body. The term of this Agreement shall commence on the date this Agreement is fully executed and shall continue for 36 months from the cutover date and shall automatically renew for a Month to Month term at standard CIMCO rates, subject to prior appropriation by Customer's governing body, unless canceled by either party with sixty (60) days written notice prior to the end of the term.
- 4 Customer acknowledges that CIMCO will commence provisioning of Customer's order for Service and that CIMCO will incur expense in reliance upon Customer's commitment for the Service. Customer agrees that if it Customer cancels this order prior to the time that CIMCO begins providing service to Customer, then Customer will be liable to CIMCO for the expense that CIMCO incurs, except for cancellations pursuant to Section 12 of this Agreement.
- 5 Following are the data circuits that apply to this agreement:
See Attached Quote # 1709917119
Customer has received a copy of the quote and agrees to the terms and pricing. _____ (Customer initials required)
- 6 All equipment listed on the quote noted in number 5, is property of CIMCO Communications and will be returned to CIMCO once service has been terminated. It is the customers responsibility to send the equipment to the then current address now, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 Attn: Keith Zlatos.
- 7 CIMCO reserves the right to terminate any customers Internet service based on the acceptable use policies being violated.
- 8 Subject to prior appropriation by Customer's governing body, if Customer disconnects any or all circuits prior to the end of the term of this agreement for reasons other than mistakes, omissions, interruptions, delays, errors, or defects in transmissions that could have reasonably been avoided or controlled by CIMCO, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the total Monthly Recurring Charges, for the disconnected circuit times the number of months remaining in the unexpired term of this Agreement. The foregoing early termination charges shall not apply in instances where Customer terminates this Agreement by converting to a new CIMCO agreement that is equal to or greater than its initial term and monthly commitment. All termination notifications must be sent to CIMCO Director of Sales, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing, sent by US Postal service, by certified mail with return receipt requested.
- 9 This signed Agreement and any other documents transmitted by fax machine shall be treated in all manner and respects as an original document. Any such fax document shall be considered to have the same binding legal effect as an original document.
- 10 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, intrusions, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, intrusions, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days.
- 12 The customer has the option to cancel the order for quote ID, 1709917119, for a fiber application (DS3, GigaPath, etc.) if once the order is placed and there are special construction non-recurring charges determined and the customer does not want to pay. Customer must provide written cancellation within 3 business days from the time a CIMCO representative contacts the customer. If determined there is no additional charge to the customer for the special construction build then quote ID 1709917119, will continue to process as a valid order. Customer Initials Required _____. (Enter N/A if this is not an application needing fiber.)

The undersigned hereby agrees to the terms and conditions set forth herein and is duly authorized to execute this Agreement.

Company: DuPage Water Commission

Representative: _____

By: _____

CIMCO Communications, Inc.

Print Name: Martin, Robert

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



CIMCO Internet Service Offerings

For
DuPage Water Commission

Contact: John Schori
City: Elmhurst
Phone #:
Fax #:
Email: schori@dpwc.org

Date: 2/6/2009
Contract Quote# 17090
Term: 3 Year

Internet Access Charges

| Product Description | NPA-NXX | Port Speed | Monthly | Non-Recurring |
|--------------------------------|---------|------------|----------|---------------|
| Internet T1 Proposal | 630-834 | 1.5 mbps | \$350.00 | \$0.00 |
| Total Internet Access Charges: | | | \$350.00 | \$0.00 |

Managed Services

| Product Description | Quantity | Monthly | Non-Recurring |
|---|----------|---------|---------------|
| New Customer - netSelect Internet Access Reporting netSelect Internet Access Reporting | 1 | \$0.00 | \$0.00 |
| Total Managed Packages | | \$0.00 | \$0.00 |

Total Charge

| Total MRC | Total NRC |
|-----------|-----------|
| \$350.00 | \$0.00 |

1. All prices quoted herein are valid 30 days from the date prepared. All prices exclude applicable federal, state, and local fees, taxes, and surcharges. All prices exclude premise visits, on-site wiring and DMARC extension, which are subject to a technician premise visit charge and separate time and materials charges.
2. Recurring charges are per month for the full length of the specified term. CIMCO cannot guarantee that the local access portion (LEC) of these rates will stay constant during the service term.
3. CIMCO recommends that the local telephone company facilitate the extension of the customer's demarcation. However, extension of the demarcation by the local telephone company is subject to time and material charges separate from the above network charges.
4. This quote is valid based on the availability of facilities provided by the local exchange carrier (LEC).
5. (If applicable) This quote does not include Special Construction Costs that may be necessary to supply Fiber Optic facilities at the customers location.



CIMCO Internet Service Offerings

For
DuPage Water Commission

Contact: Robert Martin
City: Elmhurst
Phone #:
Fax #:
Email: schori@dpwc.org

Date: 3/6/2009
Contract Quote# 17119
Term: 3 Year

Internet Access Charges

| Product Description | NPA-NXX | Port Speed | Monthly | Non-Recurring |
|--------------------------------|---------|------------|---------|---------------|
| Windows Web Hosting | - | (None) | \$0.00 | \$0.00 |
| Total Internet Access Charges: | | | \$0.00 | \$0.00 |

Managed Services

| Product Description | Quantity | Monthly | Non-Recurring |
|--|----------|---------|---------------|
| CIMCO Web Hosting Windows - Elite CIMCO Web Hosting Windows - Elite | 1 | \$80.00 | \$0.00 |
| Total Managed Packages | | \$80.00 | \$0.00 |

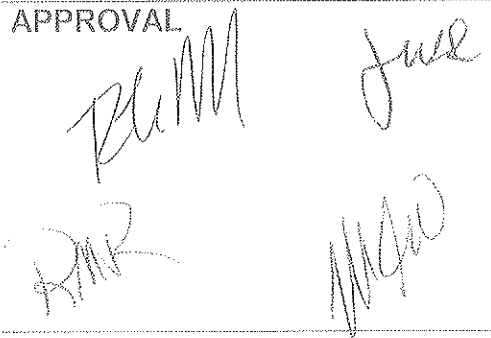
Total Charge

| Total MRC | Total NRC |
|-----------|-----------|
| \$80.00 | \$0.00 |

1. All prices quoted herein are valid 30 days from the date prepared. All prices exclude applicable federal, state, and local fees, taxes, and surcharges. All prices exclude premise visits, on-site wiring and DMARC extension, which are subject to a technician premise visit charge and separate time and materials charges.
2. Recurring charges are per month for the full length of the specified term. CIMCO cannot guarantee that the local access portion (LEC) of these rates will stay constant during the service term.
3. CIMCO recommends that the local telephone company facilitate the extension of the customer's demarcation. However, extension of the demarcation by the local telephone company is subject to time and material charges separate from the above network charges.
4. This quote is valid based on the availability of facilities provided by the local exchange carrier (LEC).
5. (If applicable) This quote does not include Special Construction Costs that may be necessary to supply Fiber Optic facilities at the customers location.

DATE: March 10, 2009

REQUEST FOR BOARD ACTION

| | | | |
|---|--|-------------------------------|--|
| AGENDA SECTION | Omnibus Vote Requiring Super-Majority or Special Majority Vote | ORIGINATING DEPARTMENT | Instrumentation/ Remote Facilities Operations |
| ITEM | A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QRE-4/08 at the March 12, 2009, DuPage Water Commission Meeting Resolution No. R-15-09 | APPROVAL |  |
| Account Number: 01-60-6633 (W.A.O. #1) 01-60-6621 (W.A.O. #2) | | | |
| <p>The Commission entered into certain agreements dated December 18, 2008, with Divane Bros. Electric Co. and January 1, 2009, with Aldridge Electric, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-15-09 would approve the following Work Authorization Orders under the Quick Response Electrical Contracts:</p> <p>Work Authorization Order No. 001: This work authorization order is to Aldridge Electric, Inc. to repair and replace a damaged conduit and instrumentation cables between ROV7A above ground cabinet and the valve vault at the north east corner of 75th Street and Fairview Ave. in the City of Darien. The Darien Park District installed a new sign and the post inadvertently damaged the conduit causing a loss of pressure and valve position signal from the vault. The Park District realizes their mistake and will be paying for the repair.</p> <p>The cost of this work is estimated to be about \$4,500.00.</p> <p>Work Authorization Order No. 002: This work authorization order was issued prior to Board approval to Aldridge Electric, Inc. to megger ("electrically test") the secondary 5KV lines from the Commonwealth Edison Transformer Yard into the DuPage Pump Station Electrical Room. On March 4, 2009, Commonwealth Edison notified the Commission that one of the three-35KV primary feed transformers inside the Transformer Yard tested bad and would have to be replaced. Commonwealth Edison scheduled and replaced the transformer on March 6, 2009. Commonwealth Edison informed the Commission that a megger test must be performed on the secondary 5KV power cables entering the pump station before power can be restored to the new transformer. Due to the critical nature of having a reliable power source to the Pump Station and in effort to restore power in an expeditious manner, it was necessary to issue the Work Authorization Order before Board approval.</p> | | | |

The cost of this work is estimated to be about \$4,000.00.

MOTION: To approve Resolution No. R-15-09.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-15-09

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

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

WHEREAS, Contract QRE-4/08 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such emergency electrical work could not have been reasonably foreseen at the time the contracts were signed;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby

are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2009

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-4/08: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-4.001

LOCATION:

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

CONTRACTOR:

Aldridge Electric, Inc.

DESCRIPTION OF WORK:

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

REASON FOR WORK:

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

MINIMUM RESPONSE TIME:

Two Days

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

☐ IS ☒ IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

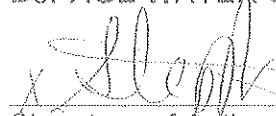
None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By:



Signature of Authorized
Representative

DATE:

2/26/09

CONTRACTOR RECEIPT ACKNOWLEDGED:

By:



Signature of Authorized
Representative

DATE:

2/25/09

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-4/08: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-4.002

LOCATION:

DuPage Pumping Station, 600 E. Butterfield Road, Elmhurst, IL.

CONTRACTOR:

Aldridge Electric, Inc.

DESCRIPTION OF WORK:

Megger ("electrically test") the secondary 5KV lines from the Transformer Yard into the DuPage Pumping Station Electrical Room.

REASON FOR WORK:

Commonwealth Edison recently replaced a bad 35KV transformer and the megger test is required before Commonwealth Edison will place the new transformer into service.

MINIMUM RESPONSE TIME:

One Day

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

☐ IS ☒ IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By:


Signature of Authorized
Representative

DATE:

3/6/09

CONTRACTOR RECEIPT ACKNOWLEDGED:

By:

Signature of Authorized
Representative

DATE:



DuPage Water Commission

MEMORANDUM

TO: Commissioner Chaplin

COPIES: Chairman Rathje and Commissioners

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

DATE: March 10, 2009

SUBJECT: Response to Inquiry of Commissioner Chaplin

Before answering the inquiry of Commissioner Chaplin the following is a breakdown of the of the rate increase from FY 2008-2009 to FY 2009-2010:

| | FY 2008 – 2009 cost per 1,000 gallons | Amount of increase in FY 2009 - 2010 | Reason for increase in FY 2009 – 2010 | FY 2009 – 2010 cost per 1,000 gallons |
|-------------------------|---|--|---|---|
| O & M | \$1.16 | \$0.23 | 15% Chicago increase | \$1.48 |
| | | \$0.09 | To maintain the Emergency Reserve | |
| Fixed Cost ¹ | \$0.21 | \$0.01 | Reduced water usage | \$0.22 |
| | | | | |
| Total | \$1.37 | | | \$1.70 |

The rate increase is due to the Chicago rate increase and funds used for capital improvement projects. The following are responses to Water Commission budget questions, comments and concerns sent by e-mail by Commissioner Chaplin on March 4, 2009.

It does not appear that the following were taken into consideration when preparing the Tentative Draft Budget for 2009-2010:

¹ The fixed cost rate is calculated by dividing one-half of the revenue bond principal and interest payment by the estimated gallons of water sales.

**Sales Tax Revenue Down
Investment Income Down
Water Sales Down**

**Water Rate Increasing
Unemployment Increasing
Private Sector Jobs Decreasing Benefits and Bonuses
The 3.50% Salary Pool for 2009-2010 Fiscal Year**

At the January 8, 2009 Commission Board Meeting the methodology used in the proposed wage increase which included a survey of some of Commission customers regarding pay increases for fiscal year 2009-2010. Based upon the survey results, the Board was advised that a 3.5% increase based on merit would be included in the Management Budget in addition to the \$45,000 salary adjustment authorized last year.

There was no effort made to cut spending.

The Commission is very cost conscientious and has made tremendous efforts to keep costs down. The following are various examples of how the Commission keeps expenses low.

- Decided against hiring for two new positions (Electrician and Computer Systems Manager).
- The Commission operates with a very lean staff. All staff members perform multiple tasks and are cross trained.
- The Commission is the second largest water system in the State of Illinois, yet we operate efficiently with a staff of 36.
- Implemented an Asset Management Program for better maintenance efficiency.
- Reduced various staff seminars/conferences.
- Office supply costs have been reduced by eliminating certain paper products and finding lower-cost items.
- Installed various water conservation cost saving products throughout the facility.

The % change FY 09-10 VS 08-09 is misleading. I would like to see the budget prepared using actual amount instead of budget to budget.

This issue was raised at the February 12, 2009 Committee of the Whole meeting (Note: There was no quorum at this meeting). It was the consensus of the Board that staff would work with Commissioners Mathews and Poole separately to modify the Tentative Draft Budget document. The Tentative Draft Budget document that was distributed to the customer utilities and the Commissioners show the requested modifications.

**Please explain in detail the \$60,000.00 increase in Special Counsel.
Please explain in detail the \$25,000.00 increase in Other Legal Services.**

The \$60,000.00 budgeted for Special Counsel (Account No. 6253) and the \$25,000.00 budgeted for Other Legal Services (Account No. 6259) have remained the same for at least six budget cycles (at least since the FY 2004/2005 Management Budget). The amounts budgeted are intended to cover expenses to be incurred in responding to unanticipated legal controversies. Taken together, they amount to approximately the median of what the Commission could incur in unanticipated legal expenses within a single fiscal year.

Please explain the need for Temporary Accounting Services. We currently have a Financial Administrator and an Accountant.

This is a contingency for unanticipated absences by the Financial Administrator or the Accountant. To support this, the Commission's Accountant will be going on medical leave for 4 to 6 weeks, requiring the Commission to retain a temporary accountant during this period.

What is the schedule for the Uninterrupted Power Source maintenance? Is it monthly? Semi Annually? How many man hours?

The maintenance on the Uninterrupted Power Source is recommended by the manufacturer. This includes an annual service contract. The preventative maintenance is performed semi-annually and covers any service labor and parts, pro-rating on the batteries for any issues during the year.

What type of documents are you scanning? Why can't an employee scan?

Document scanning is part of a much larger project whose goal is to eliminate inefficiencies and reduce the Commission's reliance on paper. The Commission is refining its business process to take advantage of available technologies that will reduce routine operating cost such as paper, printer ink, toner, copier supplies and maintenance. These technologies will also help to increase staff's productivity by reducing the time spent searching for documents, updating existing documents, and tracking document through their life cycle. The document scanning, destruction, and recycling process has been refined to the point that it is less expensive to outsource the entire process to firms that specialize in these areas. For the Commission to buy or rent the scanning and shredding equipment and dedicate the in-house resources which are already being utilized to their maximum potential would be costly and an inefficient use of Commission time. The document management consultant has stated the Commission saves 30 to 40% by outsourcing the scanning and shredding.

Medical & Life Benefits:

Currently: The DCW pays 100% of the employee premium and 80% of dependents premium.

Recommended: DWC pays a 60/40 split with the employee paying 40% of their premium.

Dependents if employed must use their employers [sic] coverage. If not employed or does not qualify for insurance through their employer they would be covered by the same 60/40 split.

In light of the fact that there are residents that can't afford health insurance this is totally in appropriate.

At the time the medical insurance policy was adopted, the Commission surveyed the customer utilities and determined that the Commission policy was substandard. The medical policy, as any benefits policy, was adopted to make the Commission comparable to other organizations. This year the Commission's medical insurance policy was changed which reduced the Commission's health insurance premiums.

Water Conservation Fund: Budgeted \$175,000.00

Recommended: 0

While a noble cause it is similar to the maintenance issue the DWC has no authority in this matter. Leak detection is essential to conservation. The DWC can not assist the municipalities with leak detection. Our schools, villages and various groups are doing a much better job at getting the conservation message across and are ahead of our efforts. I would recommend discussion on the continuation of this program.

At the request of the Commissioners, a presentation on water conversation was given at the January 2008 Commission meeting. At the conclusion of the presentation the Commissioners directed staff to seek assistance in developing a Water Conservation Plan which could be implemented countywide.

During the study and development phases of the Water Conservation Plan all of the Commission's customers were surveyed as to the status of their existing conservation and leak detection programs. The survey results verified that all Commission customers are currently engaged in active leak detection programs. Furthermore the study discovered that there was an inconsistent and sometimes conflicting message being disseminated across the County.

The two leak detection firms that were providing leak detection services for the majority of our customers were contacted to discuss negotiating an economy of scale pricing schedule that could be utilized by our customers. Their response was that they were currently under contract with the majority of our customers and any new negotiations would result in negligible savings for some and increased rates for others due to the loss of long term agreements.

The water conservation working group included representatives from the Commission member utilities, DuPage County, and local resource/conservation groups. The purpose of the Commission's water conservation plan is to provide all water users in DuPage County with a consistent message concerning water conservation while providing the Commission customers with the tools needed to be good stewards of the region's finite water supply.

As stated in the draft conservation plan that was distributed to the Commissioners in the February board package, the education aspect of the plan is to work in concert with the schools, villages, and local groups. It was never intended to replace those organizations, but to act as a resource to help solidify and reinforce the conservation message.

On March 5, 2009, staff had a discussion with Dan Injerd from the Illinois Department of Natural Resources regarding the 2008 Report of the Water Conservation & Protection Program, a copy of which was distributed to them. He was impressed with the report and stated that the DuPage Water Commission was not just talking conservation planning, but was doing conservation planning. He indicated that the State of Illinois would like to use some of the initiatives discussed by the working group.

Tuition Reimbursement Policy: Budgeted \$40,715.00
Recommend: 0

The DWC amended the Tuition Reimbursement Policy last year to not exceed more than \$4000.00 per employee, per fiscal year.

2008-09 Employee A received \$14,000.00
2009-2010 Employee A proposed to receive \$10,200.00

2008-2009 Employee B received \$16,500.00
2009-2010 Employee B proposed \$9,465.00

2008-2009 Employee C received \$7,200.00
2009-2010 Employee C \$2,450.00

I would recommend that the DWC pay only the \$4,000.00 to each eligible employee.

It is apparent that the staff can't stay within the policy. I would call for discussion on the continuation of this program.

In light of the fact that many residents are struggling to put their own children [sic] through college I don't feel they would appreciate their tax dollars paying full tuition cost of the DWC employees.

The Commission policy adopted on April 10, 2008 limits tuition reimbursement to \$4,000 per fiscal year. That policy has been followed. The higher amount listed in

your comments was a budgeted item and was not used. At the February 12, 2009 Committee of the Whole (Note: There was no quorum at this meeting) meeting the issue of the increased tuition budget amount was discussed with no objection.

In the March 12, 2009 board documents, there is a memorandum regarding reasons for proposing a change in the tuition reimbursement policy and why in the long run it is more economical to the Commission.

Misc Meeting Expenses: Budgeted \$3,000.00
Recommended 0

Miscellaneous meeting expenses are for those rare occasions when a meal is served. This was more predominant with the previous Chair when the meetings went longer. This item has been rarely used.

Employee Recognition Lunch: Budgeted \$3300.00
Recommended: 0

Our goal is to continue to keep employee turnover at a minimum and retain a lean and cross-trained staff. In addition to offering competitive salaries, showing appreciation to the employees for their hard work is very important in keeping a positive morale. The three hundred dollars per month for the Recognition Luncheons is money well spent and has resulted in improved cooperation between departments.

Holiday Lunch Budgeted: 2,000.00
Recommended: 0

In addition to the previous response, the Holiday Lunch shows appreciation for hard work and long hours.

Commission Holiday Party: Budgeted \$4,000.00
Recommended: 0

In lieu [sic] of having a Holiday Party there are many ways to team build that serve the community. Preparing and serving dinner at a shelter, storm drain stenciling or holding an open house or a food drive at the DWC.

With no sign of economic recovery in the near future I feel recognition and holiday lunches are out of order.

Chairman Rathje's idea behind the Commissioner's Holiday party was to continue building rapport amongst the Board members and management staff by meeting in a more social environment. This has proven to be a great opportunity for the Commissioners and spouses to interact on an informal basis.

General Office Supplies:
Budgeted \$34,900.00
Recommended: \$20,000.00

When reviewing the office supply receipts from 2006-2007 and 2007-2008 I saw items such as Lipton Cup of Soups, Vanilla Bean and Hazelnut Coffee Creamer, Herbal Tea's and Hot Cocoa. Are we still purchasing these types of items? If yes, why? I have never seen these items made available to the public for meetings.

All items listed above have always been in the kitchen and made available to all visitors of the Commission.

I believe that with a little effort there is potential for huge savings in this area. I would hope that management would be willing to do all it can to encourage the staff to rethink what is necessary and what is not.

Mid-Size Sedan: Budgeted \$25,000.00
Recommended: Have discussion on need for vehicle. I do believe that we need to take into consideration the amount of travel, the salary and whether an allowance might be a better option.

The replacement of the full-size sedan is in compliance with the Commission's vehicle replacement policy which was adopted at the May 8, 2008 meeting. The policy states replacement after 8 years of useful life or 100,000 miles. The mid-size sedan would be replacing a full-size sedan. The vehicle in question is the General Manager's vehicle which is part of my employment contract. In addition the vehicle is equipped with a two way Illinois State Police radio to allow communication with Commission staff and the State of Illinois emergency services agencies.