



DuPage Water Commission

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

AGENDA

ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, MARCH 20, 2014
6:20 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

COMMITTEE MEMBERS

D. Loftus, Chair
R. Furstenau
F. Saverino
M. Scheck
J. Zay

- I. Roll Call
- II. Approval of Committee Meeting Minutes

RECOMMENDED MOTION: To approve the Minutes of the February 20, 2014 Regular Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. O-1-14: York Township An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the DuPage County York Township Water Facility Metering Station and Authorizing the Execution of the DuPage County York Township Water Facility Metering Station Easement Agreement **(No Cost Component)**
- V. R-6-14: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 **(McWilliams Electric Co. Inc. – Estimated Not-to-Exceed \$55,100.00 and Divane Bros. Electric Co. – Estimated Not-to-Exceed \$6,500.00)**
- VI. R-7-14: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 **(Rossi Contractors, Inc – Estimated Range Between \$125,000.00 and \$145,000.00)**
- VII. Request for Board Action: To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the Purchase and Installation Services for an Additional Four (4) PAX mixers **(from Utility Service Company estimated cost of \$198,400.00).**
- VIII. Request for Board Action: To give the General Manager the authorization to purchase Surge Protective Devices from **Steiner Electric Company (For the Amount of \$33,999.00).**

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.

IX. Discussion Items

X. Old Business

XI. Other

XII. Adjournment

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**MINUTES OF A MEETING OF THE RESCHEDULED REGULAR
ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON THURSDAY, FEBRUARY 20, 2014
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order at 6:15 P.M.

Committee members in attendance: D. Loftus, F. Saverino, and M. Scheck

Committee members absent: R. Furstenau

Also in attendance: C. Bostick, E. Kazmierczak, T. McGhee, J. Schori and M. Weed.

Commissioner Scheck moved to approve the Minutes of the December 19, 2013 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Saverino and passed as follows:

Ayes: D. Loftus, F. Saverino and M. Scheck

Nays: None

Absent: R. Furstenau

Since time was of the essence to accommodate the Committee of the Whole meeting scheduled for 6:30, Chairman Loftus inquired with the Committee if any members had specific questions regarding the Status of Operations Reports for January and/or February 2014. Hearing none, Chairman Loftus requested an item by item summary of the Action Items on the Committee and Commission Meeting Agendas.

Pipeline Supervisor Kazmierczak took the opportunity to advise the Committee that a leak is being investigated on the Commission's 30" water main located in the Metra right-of-way, west of Catalpa Ave. in the City of Itasca. Pipeline Supervisor Kazmierczak advised that ratification of the Work Authorization Order would appear on a future Commission meeting agenda.

Facilities Construction Supervisor Bostick provided an oral report highlighting Items 2 through 7 of the Commission Agenda:

Regarding R-1-14, Facilities Construction Supervisor advised that due to additional work being required under Work Authorization Order 6.005 of QRE-6/12, the previously approved upper limit needed to be increased. Facilities Construction Supervisor advised that the costs associated with the additional work required was, by agreement with the equipment supplier, deducted from the equipment supplier's invoice and the additional cost was therefore neutral for the Commission.

Regarding R-2-14, Facilities Construction Supervisor advised that work being required under Work Authorization Order 6.005 of Contract QRE-6/12 was necessary to restore electrical equipment to service at an estimated cost not to exceed \$2,000.00. Facilities Construction Supervisor advised that an electrical service pedestal for a cathodic protection station on Naper Boulevard in Lisle was damaged by unknown causes and cost recapture is not likely.

Regarding R-3-14, Facilities Construction Supervisor advised that work being required under Work Authorization Order 3 of Contract QR-10/13 was necessary to determine the source of the

a water leak on President street in Wheaton at an estimated cost range between \$35,000.00 and \$45,000.00. Pipeline Supervisor Kazmierczak advised that the source of the leak has subsequently been found and repaired where final restoration would be completed when the weather permits.

Regarding R-4-14, Facilities Construction Supervisor Bostick advised this item is an authorization for the General Manager to approve Task Orders, under \$5,000.00, under the Master Agreement with AECOM Technical Services. Chairman Loftus, while stating he agrees that this type of "quick-response" task orders are an operational necessity, he would also prefer that the Commission's other pre-qualified engineering firms be considered for engineering services.

Regarding R-5-14, Facilities Construction Supervisor advised that this item is a request to suspend Commission purchasing procedures in order for the General Manager continue utilizing the services of SPI Consulting Services in an amount not to exceed \$24,000.00. Manager of Water Operations McGhee advised the Committee that with the work SPI has been performing on behalf of the Commission in dealings with alternate retail electric service providers. Due to the extensive additional work that was required, the electrical consulting services would exceed the General Manager's spending limit of \$20,000.00.

Regarding the Request for Board Action regarding a three-year Janitorial Services Contract, Facilities Construction Supervisor Bostick advised that with eleven (11) bids received, the second lowest bidder was determined to be in the best interest of the Commission and therefore Staff is recommending the award of a contract to Eco Clean Maintenance, Inc. in the amount of \$56,479.80.

Commissioner Saverino moved to recommend approval of items 2 through 7 of the Engineering and Construction Committee items of the Commission Agenda. Seconded by Commissioner Scheck and passed unanimously as follows:

Ayes: D. Loftus, F. Saverino and M. Scheck

Nays: None

Absent: R. Furstenau

Chairman Loftus inquired if there was any other business or items for discussion.

Regarding the DuPage County York Township Water Facilities, Facilities Construction Supervisor Bostick advised that the County, while they continue to resolve easement issues with their grantors, is seeking Commission approval to solicit bids for construction of the facilities in hopes to expedite the process. Facilities Construction Supervisor Bostick also advised that General Manager Spatz suggested polling the Committee to find out if the Committee had any objections for Staff to provide a "staff level approval" to move forward when the County's bidding documents meets the Commission's staff approval. This item would then be brought to the Board for consideration at a regularly scheduled Commission meeting. Chairman Loftus hearing no exceptions from the Committee stated that he had no reservations and that he would

Engineering Committee Minutes 02/20/2014

like to take part in the review of the County's bid package in order to grant the "staff level approval".

Chairman Loftus advised the Committee that discussions may be held in the future regarding the recovery of costs of repairs of the leak being investigated on the Commission's water main located in the Metra right-of-way in the City of Itasca.

Manager of Water Operations McGhee advised the Committee that Greeley and Hansen Engineers will be performing Electrical Hazard Analysis and Safety Program updates for the Commission. Manager of Water Operations McGhee advised the Committee that the Commission had negotiated a credit with Greeley and Hansen regarding accounting discrepancies related to the Lexington Pump Station improvement projects and rather than requesting payment directly, the Commission will receive Electrical Hazard Analysis and Safety Program services from Greeley and Hansen.

Chairman Loftus inquired with the Committee if any other business or items are to be discussed. Hearing none, Commissioner Saverino moved to adjourn the meeting at 6:33 P.M. Motion seconded by Commissioner Scheck and passed unanimously as follows:

Ayes: D. Loftus, F. Saverino and M. Scheck

Nays: None

Absent: R. Furstenau

BOARD/MINUTES/ENGINEERING/2014/ENG140220.doc



DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Terry McGhee 
Manager of Water Operations

Ed Kazmierczak	Pipeline Supervisor
Chris Bostick	Facilities Construction Supervisor
John Schori	Instrumentation Supervisor
Frank Frelka	GIS Coordinator
Mike Weed	Operations Supervisor

DATE: March 13, 2014

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of February were a total of 2.074 billion gallons. This represents an average day demand of 74.1 million gallons per day (MGD), which is higher than the February 2013 average day demand of 68.2 MGD. The maximum day demand was 77.9 MGD on February 14, 2014, which is higher than the February 2013 maximum day demand of 74.1 MGD. The minimum day flow was 70.3 MGD.

The Commission's recorded total precipitation for the month of February was 2.48 inches compared to 2.96 inches for February 2013. The level of Lake Michigan for February 2014 is 577.22 (Feet IGLD 1985) compared to 576.14 (Feet IGLD 1985) for February of 2013.

Water Conservation

Westmont was chosen as the leading-edge community for the Chicago Metropolitan Agency for Planning (CMAP) Local Technical Assistance (LTA) Program and received a small amount of additional training to help them implement some of the recommendations highlighted in the workshops. The Metropolitan Planning Council, in conjunction with CMAP, is working with Westmont to revise their lawn watering ordinance.

An annual SCARCE (School and Community Assistance for Composting and Recycling Education) presentation and tour was held on February 28, 2014. A memo about this has been uploaded to preservingeverydrop.org and sent to our customer contacts.

A presentation and tour is scheduled for a Glenbard High School class on March 12, 2014.

Staff is working with SCARCE to earn their Earth Flag. The process consists of a 'green' audit, staff training in recycling and conservation, an action that involves the Commission in the community (i.e. a book drive, cleaning a creek, adopting a highway, etc.), and finally presenting the Earth Flag to the Board Members. Staff has submitted the green audit to SCARCE.

Staff is working with MWH to finalize the 2013 Water Conservation and Protection Program Annual Report.

Facilities Construction Overview

DuPage County Service Areas

York Township:

New: Commission Legal Counsel and Staff have agreed to terms with the County on the required property interests. The County has secured the property interests with the various grantors and they have been subsequently approved by the County Board. O-1-14 appears on the agenda to approve the easements and transfer of property rights to the Commission subject to the receipt of the required title insurance.

No Change: Joint facility design has been resumed by the County. DuPage County pre-posted funds to cover the Commission's related expenses on this project.

Storage System Improvements

A Request for Board Action appears on the agenda for the purchase and installation of PAX mixers at four standpipes. This request is to suspend the purchasing procedures for a sole source supplier. It is the opinion of Staff that the installation of the additional mixers enhances the water quality within the standpipes at a reasonable cost.

No Change: Staff will bring forth for consideration at a future date Rider No. 2 of the engineering agreement which would authorize the next phase of the work which is development of bid specifications for standpipe rehabilitation and coating work at standpipes 4E and 4W to be undertaken in FY2014/15.

Staff has met with the Lisle-Woodridge Fire District to discuss rescue service needs for these standpipes. Additional discussions with the Engineer (TIC) regarding the inclusion of anchorage points for rescue services and fall prevention systems will be held in the coming month.

Instrumentation / Remote Facilities Overview

Contract QRE-6/12

No change in status. Work authorized under WAO QRE-6.006 has been completed as far as all indoor work at the meter stations. The weather is preventing the driving of ground rods into the ground which will wait for more appropriate weather.

WAO QRE-6.003 is on the Commission agenda under Resolution R-6-14 to approve McWilliams Electric Co. to upgrade to NEC standards 29 meter station breaker panels.

WAO QRE-6.008 is on the Commission agenda also under Resolution R-6-14 to approve Divane Bros. Electric Co. to replace the cabinet at CP Rectifier site TE5-3. A vehicle struck the cabinet. Bollards will be installed to help prevent future damage.

Instrumentation and Remote Facilities Maintenance

Installation of new chlorine residual analyzers at two of the tank sites is being scheduled for installation in March.

Meter Shop

The annual customer meter calibration program is approximately 74% complete.

Document Management

Staff is reevaluating how to implement document management in SharePoint. SharePoint contains all the components needed for a robust document management system. However, it doesn't have a front end that ties the pieces together so consulting assistance will be needed to make this happen.

GIS

The leaks that were repaired on the Outer Belt and North Transmission Mains have been added to the GIS layer archive.

Infor EAM

We're reorganizing the equipment hierarchies for the Operations and Pipeline Divisions in order to better utilize Infor's cost roll up function.

Pipeline Maintenance and Construction Overview

Contract QR-10/13

Work Authorization # 4to Contract QR-10/13 appears on the Commission agenda under Resolution R-7-14 and is for leak repair work on a 30" diameter pre-stressed concrete pressure pipe located in a Commission METRA easement west of Catalpa Ave. in the City of Itasca.

No Change:

Work authorized by R-22-13 (Work Authorization Order No. 1: manhole adjustments; pavement removal and replacement) has been suspended but will resume as soon as weather permits in 2014.

Work authorized by R-25-13 (Work Authorization Order No. 2: manhole adjustments; pavement removal and replacement) has been suspended but will resume as soon as weather permits in 2014.

MARCH 2014 COMMISSION AGENDA ITEMS:

O-1-14: York Township An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the DuPage County York Township Water Facility Metering Station and Authorizing the Execution of the DuPage County York Township Water Facility Metering Station Easement Agreement **(No Cost Component)**

R-6-14: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 **(McWilliams Electric Co. Inc. – Estimated Not-to-Exceed \$55,100.00 and Divane Bros. Electric Co. – Estimated Not-to-Exceed \$6,500.00)**

R-7-14: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 **(Rossi Contractors, Inc – Estimated Range Between \$125,000.00 and \$145,000.00)**

R-9-14: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission **(Donations to Charitable Causes)**

Request for Board Action: Authorization to Purchase and Install an Additional Four (4) PAX mixers **(from Utility Service Company estimated cost of \$198,400.00)**

Request for Board Action: To give the General Manager the authorization to purchase Surge Protective Devices from Steiner Electric Company **(For the Amount of \$33,999.00)**

Attachments

1. DuPage Laboratory Bench Sheets for February, 2014
2. Water Sales Analysis 01-February-09 to 28-February-2014
3. Chart showing Commission sales versus allocations
4. Chart showing Commission sales versus historical averages

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR FEBRUARY 2014

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL ₂ mg/l	TURBIDITY NTU	PO ₄ mg/l	FREE CL ₂ mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride mg/l	PO ₄ mg/l	P.A.C. LBS/MG	ANALYST INT
1	1.00	0.10	0.54	0.99	0.09	36	7.6	1.1	0.54	0	FG
2	0.99	0.10	0.53	0.95	0.10	36	7.6	1.0	0.56	0	FG
3	1.00	0.10	0.52	0.99	0.10	36	7.6	1.0	0.51	0	CT
4	1.00	0.10	0.54	1.00	0.11	36	7.6	1.1	0.52	0	CT
5	1.00	0.11	0.54	1.00	0.10	35	7.6	1.0	0.53	0	FG
6	1.00	0.10	0.53	1.00	0.11	35	7.6	1.1	0.52	0	FG
7	0.99	0.11	0.54	0.99	0.10	36	7.6	1.1	0.52	0	FG
8	0.99	0.10	0.51	1.00	0.10	36	7.6	1.0	0.54	0	CT
9	0.98	0.11	0.52	0.98	0.11	35	7.6	1.1	0.54	0	CT
10	0.98	0.11	0.54	0.98	0.09	35	7.6	1.1	0.51	0	CT
11	0.99	0.10	0.54	0.97	0.10	35	7.6	1.0	0.55	0	AM
12	0.98	0.10	0.52	0.99	0.10	35	7.6	1.0	0.54	0	CT
13	1.00	0.10	0.53	1.00	0.10	35	7.6	1.0	0.56	0	CT
14	1.00	0.11	0.52	0.99	0.08	35	7.6	1.0	0.57	0	CT
15	0.96	0.11	0.52	1.00	0.08	35	7.6	1.1	0.54	0	CT
16	1.00	0.11	0.54	1.00	0.10	35	7.6	1.1	0.53	0	AM
17	1.00	0.11	0.54	1.00	0.09	35	7.6	1.1	0.54	0	CT
18	1.00	0.11	0.56	1.00	0.10	35	7.6	1.0	0.50	0	CT
19	1.00	0.10	0.51	0.99	0.09	35	7.6	1.1	0.54	0	CT
20	0.98	0.11	0.56	0.99	0.10	35	7.6	1.0	0.55	0	AM
21	0.96	0.10	0.55	0.95	0.10	35	7.6	1.1	0.54	0	AM
22	1.00	0.10	0.54	1.00	0.10	35	7.5	1.1	0.56	0	AM
23	0.99	0.09	0.56	0.97	0.10	34	7.6	1.1	0.56	0	KD
24	0.99	0.10	0.54	0.97	0.09	35	7.6	1.1	0.57	0	KD
25	1.00	0.10	0.55	0.98	0.10	34	7.6	1.1	0.55	0	KD
26	0.95	0.11	0.53	0.97	0.10	34	7.5	1.1	0.52	0	AM
27	0.98	0.10	0.54	0.98	0.09	34	7.6	1.0	0.57	0	AM
28	1.00	0.10	0.54	0.98	0.10	34	7.6	1.1	0.57	0	AM
29											
30											
31											
AVG	0.99	0.10	0.54	0.99	0.10	35	7.6	1.1	0.54	0	
MAX	1.00	0.11	0.56	1.00	0.11	36	7.6	1.1	0.57	0	
MIN	0.95	0.09	0.51	0.95	0.08	34	7.5	1.0	0.50	0	


Terrance McGhee
Manager of Water Operations

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 28-Feb-14

PER DAY AVERAGE 80,759,898

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-11	2,342,971,000	2,384,648,379	98.25%	\$4,779,660.84	\$4,781,220.00	603,990	0.03%	98.28%	\$2.04	\$2.005
Jun-11	2,467,779,000	2,526,763,092	97.67%	\$5,034,118.96	\$5,066,160.00	700,540	0.03%	97.69%	\$2.04	\$2.005
Jul-11	3,211,413,000	3,276,142,145	98.02%	\$6,551,276.72	\$6,568,665.00	1,090,800	0.03%	98.06%	\$2.04	\$2.005
Aug-11	2,733,016,000	2,779,503,741	98.33%	\$5,575,352.64	\$5,572,905.00	792,559	0.03%	98.36%	\$2.04	\$2.005
Sep-11	2,486,823,000	2,533,174,564	98.17%	\$5,073,028.92	\$5,079,015.00	1,078,701	0.04%	98.21%	\$2.04	\$2.005
Oct-11	2,206,656,398	2,249,745,636	98.08%	\$4,501,579.05	\$4,510,740.00	681,023	0.03%	98.11%	\$2.04	\$2.005
Nov-11	1,986,038,000	2,012,618,454	98.68%	\$4,051,517.52	\$4,035,300.00	850,000	0.04%	98.72%	\$2.04	\$2.005
Dec-11	2,046,708,000	2,072,416,459	98.76%	\$4,175,284.32	\$4,155,195.00	974,459	0.05%	98.81%	\$2.04	\$2.005
Jan-12	2,073,584,000	2,111,472,876	98.21%	\$5,660,884.32	\$5,293,462.50	978,662	0.05%	98.25%	\$2.73	\$2.507
Feb-12	1,926,054,000	1,974,613,582	97.54%	\$5,258,127.42	\$4,950,356.25	923,283	0.05%	97.59%	\$2.73	\$2.507
Mar-12	2,006,949,000	2,047,616,673	98.01%	\$5,478,970.77	\$5,133,375.00	1,394,581	0.07%	98.08%	\$2.73	\$2.507
Apr-12	2,020,132,000	2,067,114,579	97.73%	\$5,514,960.36	\$5,182,256.00	1,425,448	0.07%	97.80%	\$2.73	\$2.507
May-12	2,571,924,000	2,631,095,433	97.75%	\$7,021,352.52	\$6,596,156.25	845,168	0.03%	97.78%	\$2.73	\$2.507
Jun-12	3,400,363,000	3,498,823,295	97.19%	\$9,282,990.99	\$8,771,550.00	1,375,200	0.04%	97.23%	\$2.73	\$2.507
Jul-12	3,529,438,000	3,609,199,242	97.79%	\$9,635,365.74	\$9,048,262.50	1,048,718	0.03%	97.82%	\$2.73	\$2.507
Aug-12	2,941,022,000	3,012,931,292	97.61%	\$8,028,990.06	\$7,553,418.75	986,869	0.03%	97.65%	\$2.73	\$2.507
Sep-12	2,477,340,000	2,530,704,029	97.89%	\$6,763,138.20	\$6,344,475.00	1,328,048	0.05%	97.94%	\$2.73	\$2.507
Oct-12	2,204,646,000	2,250,972,278	97.94%	\$6,018,683.58	\$5,643,187.50	1,277,774	0.06%	98.00%	\$2.73	\$2.507
Nov-12	1,997,315,000	2,038,118,269	98.00%	\$5,452,669.95	\$5,109,562.50	1,099,388	0.05%	98.05%	\$2.73	\$2.507
Dec-12	2,051,481,000	2,091,309,334	98.10%	\$5,600,543.13	\$5,242,912.50	882,788	0.04%	98.14%	\$2.73	\$2.507
Jan-13	2,118,398,000	2,159,418,779	98.10%	\$7,033,081.36	\$6,223,444.92	836,113	0.04%	98.14%	\$3.32	\$2.882
Feb-13	1,903,034,000	1,950,611,450	97.56%	\$6,318,072.88	\$5,621,662.20	1,106,766	0.06%	97.62%	\$3.32	\$2.882
Mar-13	2,046,176,000	2,085,514,809	98.11%	\$6,793,304.32	\$6,010,453.68	1,128,463	0.05%	98.17%	\$3.32	\$2.882
Apr-13	1,987,777,000	2,035,998,626	97.63%	\$6,599,419.64	\$5,867,748.04	708,538	0.03%	97.67%	\$3.32	\$2.882
May-13	2,347,910,000	2,413,837,252	97.27%	\$7,795,061.20	\$6,956,678.96	809,119	0.03%	97.30%	\$3.32	\$2.882
Jun-13	2,321,503,000	2,390,040,458	97.13%	\$7,707,389.96	\$6,888,096.60	649,245	0.03%	97.16%	\$3.32	\$2.882
Jul-13	2,829,247,000	2,911,976,489	97.16%	\$9,393,100.04	\$8,392,316.24	1,059,086	0.04%	97.20%	\$3.32	\$2.882
Aug-13	3,007,723,000	3,089,289,160	97.36%	\$9,985,640.36	\$8,903,331.36	1,323,465	0.04%	97.40%	\$3.32	\$2.882
Sep-13	2,537,241,000	2,606,351,145	97.35%	\$8,423,640.12	\$7,511,504.00	1,371,480	0.05%	97.40%	\$3.32	\$2.882
Oct-13	2,190,814,000	2,245,112,672	97.58%	\$7,273,502.48	\$6,470,414.72	763,519	0.03%	97.62%	\$3.32	\$2.882
Nov-13	1,996,890,000	2,051,521,527	97.34%	\$6,629,674.80	\$5,912,485.04	4,979,520	0.24%	97.58%	\$3.32	\$2.882
Dec-13	2,122,238,000	2,175,046,412	97.57%	\$7,045,830.16	\$6,268,483.76	749,215	0.03%	97.61%	\$3.32	\$2.882
Jan-14	2,223,778,000	2,287,994,451	97.19%	\$8,828,398.66	\$7,586,989.60	836,445	0.04%	97.23%	\$3.97	\$3.316
Feb-14	2,068,669,000	2,118,238,601	97.66%	\$8,212,615.93	\$7,024,079.20	2,069,443	0.10%	97.76%	\$3.97	\$3.316
TOTALS (1)	643,979,421,798	661,998,395,074	97.28%	\$980,814,077.27	\$926,362,264.60	624,480,083	0.09%	97.37%	\$1.52	\$1.399

(1) - SINCE MAY 1, 1992

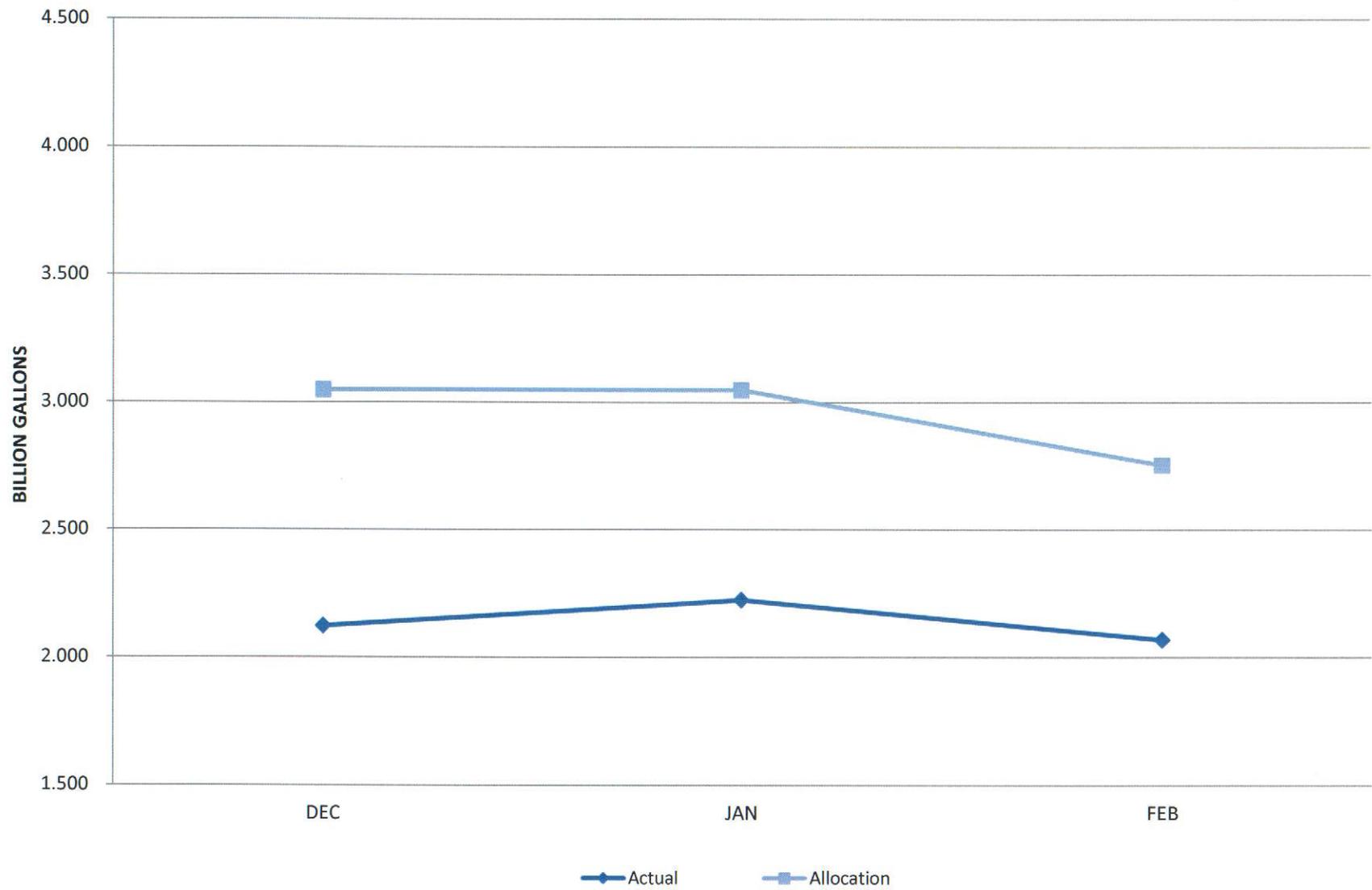
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

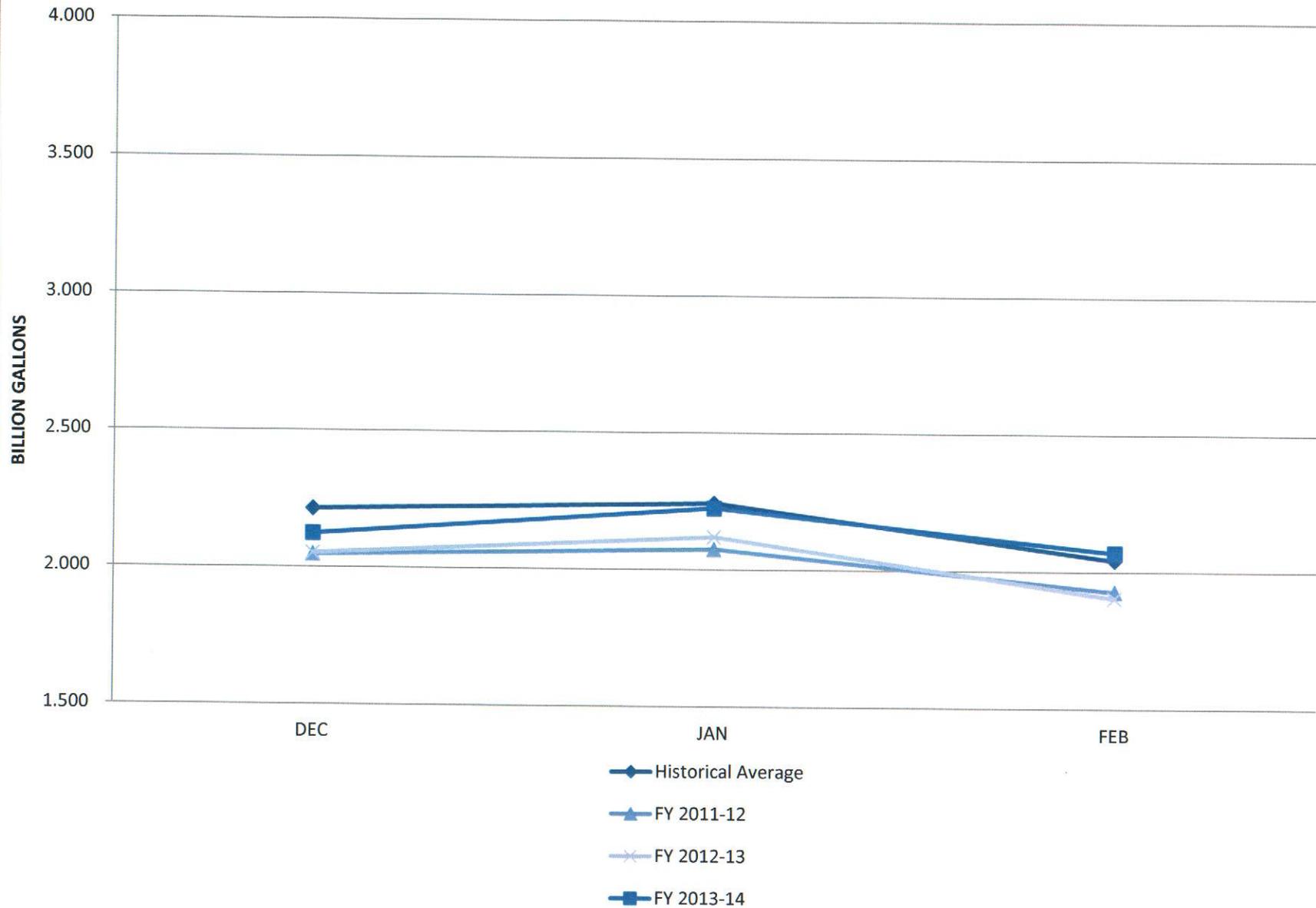
YTD

Feb-13	25,194,961,000	25,773,183,401	97.76%	71,154,888	66,154,632				\$2.82	\$2.567
Feb-14	23,646,013,000	24,289,408,167	97.35%	81,294,854	71,914,379				\$3.44	\$2.961
	(1,548,948,000)	(1,483,775,234)		\$10,139,965	\$5,759,747					
	-6.1%	-5.8%		14.3%	8.7%					
Month										
Feb-13	1,903,034,000	1,950,611,450	97.56%	6,318,073	5,621,662				\$3.32	\$2.882
Feb-14	2,068,669,000	2,118,238,601	97.66%	8,212,616	7,024,079				\$3.97	\$3.316
	165,635,000	167,627,151		\$ 1,894,543	\$ 1,402,417					
	8.7%	8.6%		33.7%	22.2%					
Feb>Jan	(155,109,000)	(169,755,850)		(615,783)	(562,910)					

DU PAGE WATER COMMISSION SALES FY 2013-14 VS. ALLOCATION



DU PAGE WATER COMMISSION SALES FY 2013-14, 2012-13 & 2011-12 VS. HISTORICAL AVERAGE



REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the DuPage County York Township Water Facility Metering Station and Authorizing the Execution of the DuPage County York Township Water Facility Metering Station Easement Agreement</p> <p>Ordinance No. O-1-14</p>	<p>APPROVAL</p> 	
<p>Pursuant to Ordinance No. O-3-12, the County of DuPage (the "County") and the Commission entered into an Intergovernmental Agreement (the "Agreement") that provides for the County to design and construct the County's Pressure Adjusting Station for the York Township Water Facility Service Area as a joint facility with the Commission's Metering Station for the York Township Water Facility Service Area.</p>			
<p>The joint facility will be constructed on a site owned by the County. Ordinance O-1-14 would approve the Easement Agreement between the County and the Commission for the location of the Commission's York Township Water Facility Metering Station, subject to resolution of any title issues, as required by the Agreement.</p>			
<p>In order to allow for the construction and maintenance of the joint facility and to provide access to the site, the County has also acquired three (3) additional easements, as follows: (a) an access and maintenance easement from Chicago Title Land Trust Company, not personally but as Trustee under Trust #866 and #867, created by Trust Agreements dated July 30, 1982, (b) an access and utility easement from Flagg Creek Water Reclamation District (f/k/a Hinsdale Sanitary District), and (c) an access and utility easement from Oak Brook Terrace Park District. Both the County and the Commission are grantees under those easements. Ordinance O-1-14 would also approve the access easements, which are attached as exhibits to the Easement Agreement between the County and the Commission.</p>			
<p>MOTION: To adopt Ordinance No. O-1-14.</p>			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-1-14

AN ORDINANCE REQUESTING THE INTERGOVERNMENTAL
TRANSFER OF EASEMENT RIGHTS FOR THE DUPAGE COUNTY YORK
TOWNSHIP WATER FACILITY METERING STATION AND AUTHORIZING THE
EXECUTION OF THE DUPAGE COUNTY YORK TOWNSHIP WATER FACILITY
METERING STATION EASEMENT AGREEMENT

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 County of DuPage (the "County") owns and operates a waterworks system serving several discrete and non-contiguous service areas (the "DuPage County Unit System"); and

WHEREAS, the Commission and the County have entered into a certain Water Purchase and Sale Contract dated as of July 13, 2006, for the sale by the Commission of Lake Michigan water to the County to serve the various discrete and non-contiguous service areas served by the DuPage County Unit System from time to time (the "DuPage County Contract"); and

WHEREAS, the service area known as the York Township Water Facility Service Area (formerly known as the York Center Service Area and subsequently enlarged) was an "Initially Excluded Service Area"; and

Ordinance No. O-1-14

WHEREAS, DuPage County has irrevocably elected to serve such Initially Excluded Service Area with water from the Commission; and

WHEREAS, pursuant to Ordinance No. O-3-12, adopted March 8, 2012, the County and the Commission entered into an intergovernmental agreement to provide for the County to design and construct the County's Pressure Adjusting Station for the York Township Water Facility Service Area as a joint facility with the Commission's Metering Station for the York Township Water Facility Service Area (the "York Township Joint Facility Agreement"); and

WHEREAS, the DuPage County Contract, as supplemented by the York Township Joint Facility Agreement, provides that the County is to furnish and install, and the Commission is to own, operate, maintain and repair, certain equipment and devices, together with certain structures and portions of its water distribution main, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the County at the connection point for the York Township Water Facility Service Area provided for under the York Township Joint Facility Agreement, and all antennas, masts, and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to the York Township Water Facility Service Area, all remote telemetry units needed solely for communication between Commission facilities attributable to the York Township Water Facility Service Area, all electrical systems, including panels, conduits, raceways, duct banks, and utility services, needed solely for the operation of Commission facilities attributable to the York Township Water Facility Service Area, and all drainage systems, including drain pipes and structures, needed solely for the drainage of Commission facilities and

Ordinance No. O-1-14

property attributable to the York Township Water Facility Service Area, all as such facilities may be relocated, replaced, extended, or improved from time to time (collectively referred to as the "York Township Water Facility Metering Station"); and

WHEREAS, the York Township Joint Facility Agreement provides that the York Township Water Facility Metering Station is to be located at a site selected and provided by the County, subject to review and approval by the Commission; and

WHEREAS, the County has selected the site legally described in Exhibit 1 to Exhibit A attached hereto (the "York Township Water Facility Metering Station Easement Premises") for the location of the York Township Water Facility Metering Station; and

WHEREAS, the County is the owner of the York Township Water Facility Metering Station Easement Premises; and

WHEREAS, the Commission has determined that it will be necessary and convenient for it to use, occupy, and improve the York Township Water Facility Metering Station Easement Premises for the aforesaid public purpose of acquiring and operating its Waterworks System, and, in particular, to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the York Township Water Facility Metering Station; and

WHEREAS, the territory of the Commission is partly within and partly without the corporate limits of the County; and

WHEREAS, the County desires to grant, convey, warrant, and dedicate to the Commission a perpetual easement for such purposes at, in, under, and upon the York Township Water Facility Metering Station Easement Premises, and the Commission is willing to accept such easement, pursuant to the authority conferred by the Local

Ordinance No. O-1-14

Government Property Transfer Act, 50 ILCS 605/0.01 et seq. and other applicable authority; and

WHEREAS, the County is willing to grant to the Commission a perpetual easement for such purposes in consideration of the sum of Ten Dollars (\$10.00); and

WHEREAS, the County has further secured easements granting, conveying, warranting and dedicating to the Commission perpetual access easements upon, along, and across the sites legally described in Exhibits 3A, 3B and 3C to Exhibit A attached hereto (each being the "Access Easement Premises"), said easements being granted by (a) Chicago Title Land Trust Company, not personally but as Trustee under Trust #866 and #867, created by Trust Agreements dated July 30, 1982, (b) Flagg Creek Water Reclamation District (f/k/a Hinsdale Sanitary District), and (c) Oak Brook Terrace Park District, respectively; and

WHEREAS, the Commission has determined that it will be necessary and convenient for it to utilize each of the Access Easement Premises in connection with the aforesaid public purposes of acquiring and operating its Waterworks System, and, in particular, to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the York Township Water Facility Metering Station and the Commission is willing to accept such easements, pursuant to applicable authority.

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

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

SECTION TWO: An Easement Agreement by and between the Commission and the County, in the form attached hereto and incorporated herein and made a part hereof

Ordinance No. O-1-14

as Exhibit A, shall be and it hereby is approved subject to satisfaction of the conditions precedent to execution and attestation set forth in Section Four below.

SECTION THREE: The Access Easement Agreements, in the form set forth in Exhibits 3A, 3B and 3C to Exhibit A attached hereto and incorporated herein and made a part hereof, by and between the Commission and the respective parties set forth therein, shall be and they hereby are approved subject to satisfaction of the conditions precedent to execution and attestation set forth in Section Four below.

SECTION FOUR: The General Manager and the Clerk of the DuPage Water Commission shall be and they hereby are authorized to execute and attest, respectively, an Easement Agreement with the County in the form attached hereto as Exhibit A and the Access Easement Agreements in the form set forth in Exhibits 3A, 3B and 3C to Exhibit A attached hereto; provided, however, that they shall neither execute nor attest the Easement Agreement or the Access Easement Agreements on behalf of the Commission unless and until (a) the General Manager shall have been presented with copies of the Easement Agreement executed by the County and of the Access Easement Agreements executed by the respective parties thereto, (b) the General Manager shall have been presented with adequate evidence of merchantable fee simple title to the York Township Water Facility Metering Station Easement Premises being vested in the County, and (c) the General Manager shall have been presented with adequate evidence that the easement rights to be granted and insured to the Commission are free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the General Manager.

SECTION FIVE: Upon execution and attestation by the General Manager and the Clerk, respectively, the grant of easement for the York Township Water Facility

Ordinance No. O-1-14

Metering Station Easement Premises and the grants of easement set forth in the Access Easement Agreements shall be deemed accepted by the Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2014.

Chairman

ATTEST:

Clerk

EXHIBIT A

**METERING STATION
EASEMENT AGREEMENT**
(DuPage County York Township MS-9D)

THIS EASEMENT AGREEMENT, made and entered into this ___th day of _____, 2014, 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 COUNTY OF DuPAGE, a unit of local government created and existing under the laws of the State of Illinois and a customer of the Commission (the "Customer"),

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract, dated as of July 13, 2006 (the "DuPage County Contract"), as supplemented by a certain Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities for the York Township Water Facility Service Area, dated as of June 12, 2012 (the "Joint Facility Agreement"); and

WHEREAS, the Joint Facility Agreement provides that the Customer is to furnish and install, and the Commission is to own, operate, maintain, and repair, certain equipment and devices, together with certain structures and portions of its water distribution main, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Customer at the connection point for the York Township Water Facility Service Area provided for under the Joint Facility Agreement, and all antennas, masts, and appurtenant facilities for the Commission's Supervisory Control and Data

Acquisition Instrumentation System attributable to the York Township Water Facility Service Area, all remote telemetry units needed solely for communication between Commission facilities attributable to the York Township Water Facility Service Area, all electrical systems, including panels, conduits, raceways, duct banks, and utility services, needed solely for the operation of Commission facilities attributable to the York Township Water Facility Service Area, and all drainage systems, including drain pipes and structures, needed solely for the drainage of Commission facilities and property attributable to the York Township Water Facility Service Area, all as such facilities may be relocated, replaced, extended, or improved from time to time (collectively referred to as the "Metering Station"); and

WHEREAS, the Joint Facility Agreement provides that the Metering Station is to be located at a site selected and provided by the Customer, subject to review and approval by the Commission; and

WHEREAS, the Customer has selected the site legally described in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (the "Metering Station Easement Premises") for the location of the Metering Station as generally depicted in Exhibit 2-1 attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Commission has reviewed the Metering Station Easement Premises and approved the same for the location of the Metering Station; and

WHEREAS, the Customer has submitted to the Commission for review and approval the drawings and specifications for the Metering Station; and

WHEREAS, the Customer is the owner of the Easement Premises; and

WHEREAS, the Customer desires that the Commission enter into this Easement Agreement with the Customer in order to provide the Commission with a sufficient property interest in the Metering Station Easement Premises to fulfill the provisions and purpose of the DuPage County Contract, as supplemented by the Joint Facility Agreement; and

WHEREAS, the Commission has duly adopted its Ordinance No. O-1-14 being "An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the DuPage County York Township Water Facility Metering Station MS-9D Site and Authorizing the Execution of the DuPage County York Township Water Facility Metering Station Easement Agreement," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.; and

WHEREAS, the Customer has duly adopted its Resolution No. PW-0006-13 being "A Resolution Approving the Intergovernmental Transfer of Easement Rights to the DuPage Water Commission," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the Customer hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein as substantive provisions of this Easement Agreement.

2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual easement to own, operate, maintain, test, inspect, remove, repair, and replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, together with all reasonable rights of ingress and egress along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. The Customer has further secured easements granting, conveying, warranting, and dedicating to the Commission, its successors and assigns, a perpetual access easements upon, along, and across the real properties legally described in Exhibits 3A, 3B and 3C attached hereto and by this reference incorporated herein and made a part hereof (each being the "Access Easement Premises").

3. The Metering Station shall be not located, constructed, or maintained in any manner not in substantial conformity with Exhibit 2-2 without the express consent of the Commission.

4. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the Metering Station Easement Premises, the Access Easement Premises, or any adjoining lands of the Customer.

5. After construction of the Metering Station, the Metering Station Easement Premises shall be restored in accordance with the drawings and specifications for the Metering Station.

6. The Customer hereby reserves the right to use the Metering Station Easement Premises, the Access Easement Premises, and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any

manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Metering Station Easement Premises or the Access Easement Premises without the express prior written consent of the Commission, nor shall the Customer permanently or temporarily improve, damage, or obstruct the Metering Station Easement Premises or the Access Easement Premises in any manner that would impair the exercise by the Commission of the rights hereby granted.

7. The Customer agrees to indemnify and defend the Commission with respect to any and all claims or damages to persons or property which may arise directly from the negligence of the Customer, or its agents or employees, in the initial installation of the Metering Station and in performing any work on the Metering Station Easement Premises and the Access Easement Premises in conjunction with its rights pursuant to Paragraphs 5 and 6 hereof, and, except as otherwise provided in the Joint Facility Agreement, the Commission agrees to indemnify and defend the Customer with respect to any and all claims of damages to persons or property which may arise directly from the negligence of the Commission, or its agents or employees, in performing any work on the Metering Station Easement Premises and the Access Easement Premises in conjunction with its rights pursuant to Paragraph 2 hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times.

8. This Easement Agreement shall constitute and stand in the place of all Customer permits required by the Commission or its contractor to own, operate, maintain, test, inspect, repair, remove, or replace the Metering Station at, in, under, and

upon the Metering Station Easement Premises, and the Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any permits required from any county, state, or federal agency for or in connection with owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the Metering Station.

9. In the event that the DuPage County Contract is terminated without renewal with respect to the Customer, the Commission shall, within ninety (90) days, execute and deliver to the Customer an appropriate document evidencing the termination of this Easement Agreement and releasing the easement rights hereby granted and further documents terminating and releasing its easement rights in the Access Easement Premises. The Commission may, within said ninety (90) day period, in its own discretion, and at the Customer's expense, remove the Metering Station from the Metering Station Easement Premises. If the Commission fails to remove the Metering Station, as aforesaid, the Customer may take title to the Metering Station.

10. All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper representatives duly authorized to execute the same.

DUPAGE WATER COMMISSION

ATTEST:

By: _____

General Manager

COUNTY OF DuPAGE

ATTEST:

By:

Chairman

County Clerk

EXHIBIT 1

THAT PART OF LOT 5 IN LINCOLN CENTRE ASSESSMSNT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, BOTH IN TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R1984-91784 DESCRIBED AS FOLLOWS:

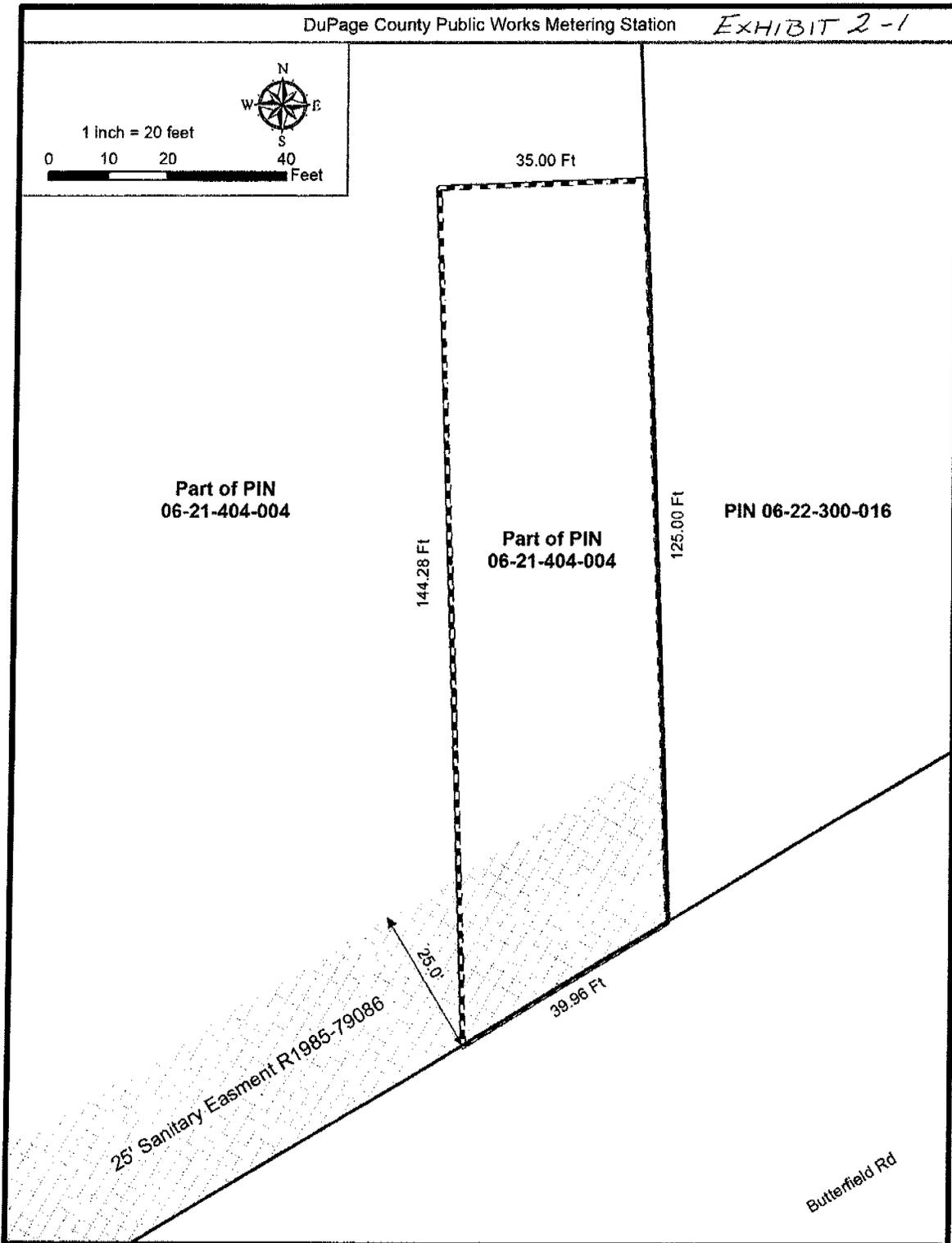
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 5, SOUTH 58 DEGREES 46 MINUTES 43 SECONDS WEST, A DISTANCE OF 39.96 FEET TO A POINT ON A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 5; THENCE ALONG THE LAST DESCRIBED PARALLEL LINE, NORTH 02 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 144.28 FEET; THENCE PERPENDICULAR TO SAID EAST LINE OF LOT 5 , NORTH 87 DEGREES 37 MINUTES 43 SECONDS EAST, A DISTANCE OF 35.00 FEET TO THE EAST LINE OF SAID LOT 5; THENCE ALONG SAID EAST LINE, SOUTH 02 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

SAID PROPERTY CONTAINS 4,712 SQUARE FEET OR 0.108 ACRES, MORE OR LESS

PROPERTY ADDRESS: VACENT LAND ON THE NORTH SIDE
OF BUTTERFIELD ROAD EAST OF RENAISSANCE BLVD.,
OAKBROOK TERRACE, ILLINOIS 60181

PARCEL NUMBER: 06-21-404-009 (FKA PT OF 06-21-404-004)

EXHIBIT 2-1





PROJECT:
 DUPAGE COUNTY
 YORK TOWNSHIP
 METER/PRESSURE
 ADJUSTING
 STATION 90

CLIENT:
 DUPAGE COUNTY
 1200 COUNTY CENTER
 1000 N. MILWAUKEE
 AURORA, IL 60118

CONSULTANT:
 AECOM
 1000 N. MILWAUKEE
 AURORA, IL 60118

DATE:
 10/20/11

PROJECT NO.:
 11-00000000

CONTRACT NO.:
 11-00000000

CONTRACT NAME:
 11-00000000

CONTRACT DATE:
 11-00000000

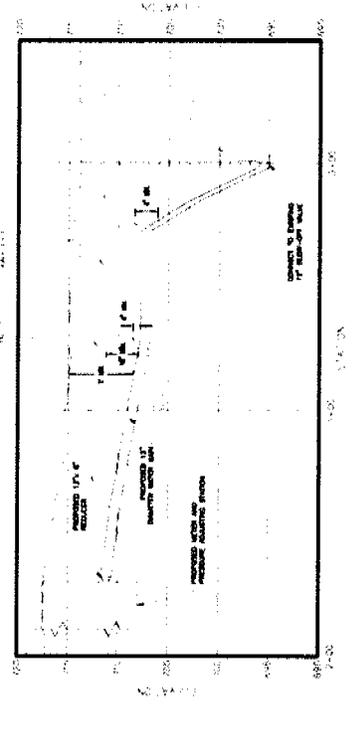
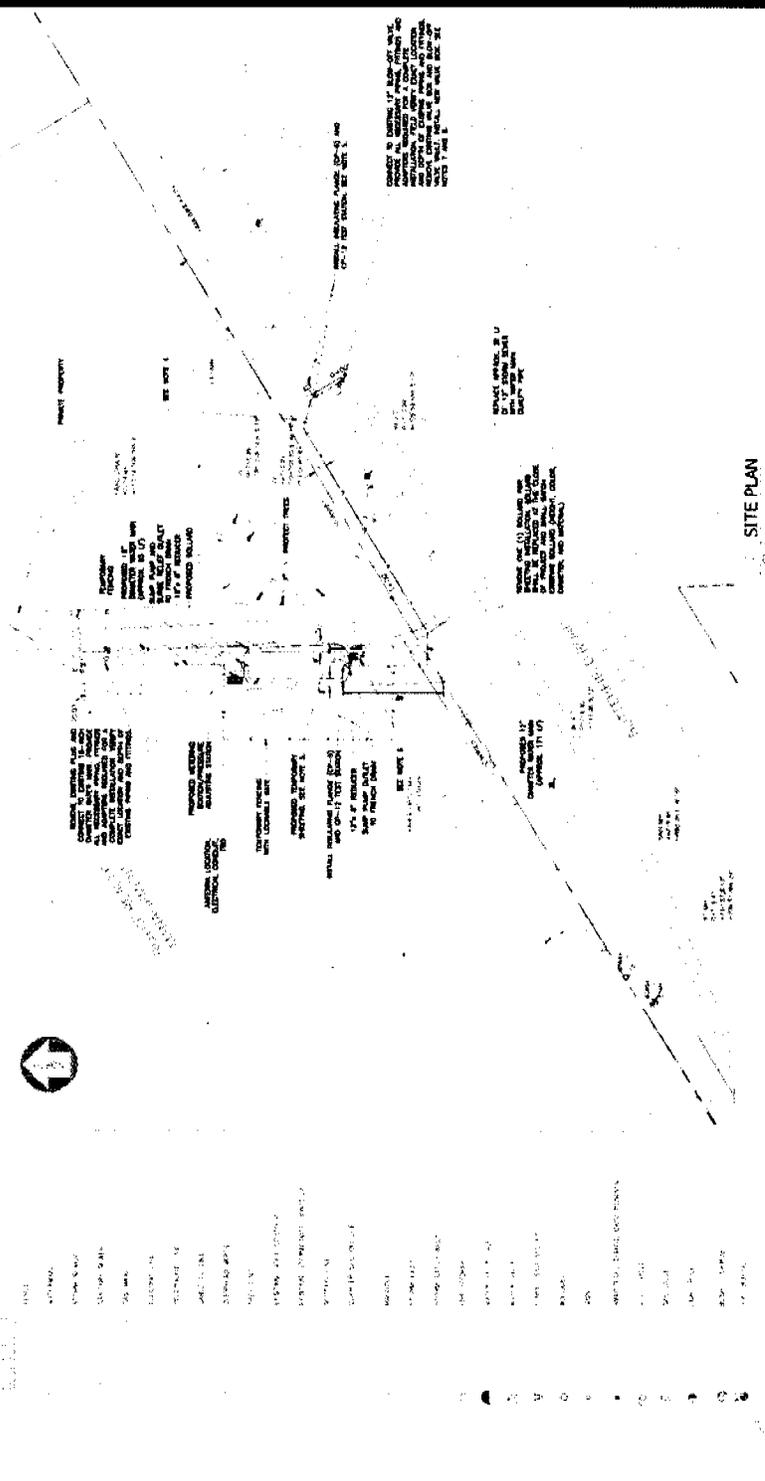
CONTRACT VALUE:
 11-00000000

CONTRACT TYPE:
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CONTRACT DESCRIPTION:
 11-00000000

CONTRACT NUMBER:
 11-00000000

CONTRACT DATE:
 11-00000000



REVISIONS:

NO.	DATE	DESCRIPTION
1	10/20/11	ISSUE FOR PERMIT
2	10/20/11	ISSUE FOR PERMIT
3	10/20/11	ISSUE FOR PERMIT
4	10/20/11	ISSUE FOR PERMIT
5	10/20/11	ISSUE FOR PERMIT
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99	10/20/11	ISSUE FOR PERMIT
100	10/20/11	ISSUE FOR PERMIT

NOTES:

1. ALL UTILITY LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND THE PUBLIC.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATIONS WITH ALL STAKEHOLDERS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ENVIRONMENT.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND THE PUBLIC.
11. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATIONS WITH ALL STAKEHOLDERS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ENVIRONMENT.
13. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND THE PUBLIC.
15. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATIONS WITH ALL STAKEHOLDERS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ENVIRONMENT.
17. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND THE PUBLIC.
19. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATIONS WITH ALL STAKEHOLDERS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ENVIRONMENT.

EXHIBIT 3A

LEGAL DESCRIPTION AND PERMANENT ACCESS EASEMENT OVER LAKES OF
ROYCE RENISSANCE LOT 14 (THE "ACCESS EASEMENT PREMISES")

**OWNERS' GRANT AND
CERTIFICATE
OF PUBLIC ACCESS AND
MAINTENANCE
EASEMENT**

WHEREAS, the undersigned, Chicago Title Land Trust Company, not personally but as Trustee under Trust # 866 and #867, such Trusts each having been created by Trust Agreements dated July 30, 1982 (collectively the "Grantor") is the owner and developer of that certain parcel of real estate described on Exhibit 1 attached hereto (the "Development Parcel"); and

WHEREAS, the Development Parcel is situated within the unincorporated territory of the County of DuPage, Illinois, a body corporate and politic of the State of Illinois (the "County") and the County plans to construct on said Development Parcel, and on property adjacent thereto, a certain County-owned public water system (the "County Water System"); and

WHEREAS, the Grantor, or its successors or assigns may, in the future, develop the Development Parcel with multiple mixed-use buildings, which development would be facilitated by the County Water System; and

WHEREAS, to facilitate the construction of the County Water System, the Grantor did previously convey to the County a certain parcel of land legally described on Exhibit 2 attached hereto (the "Metering Station Parcel"), for use by the County in constructing thereon a so-called water metering station, a pressure adjusting station and other related improvements (the "Metering Station Improvements") to the specifications and requirements of the DuPage Water Commission (the "Water Commission"), to be used by both the Water Commission and the County in connection with the supply of Lake Michigan water to, and the operation of the County Water System; and

WHEREAS, the Metering Station Parcel is adjacent to the Development Parcel, and both the County and Water Commission require an Access and Maintenance Easement over a portion of the Development Parcel in order to periodically maintain the Metering Station Improvements; and

WHEREAS, the County agreed to accept the Metering Station Parcel only on the condition that the Grantor also grant and convey to the County and Water Commission an Access and Maintenance Easement over a portion of the Development Parcel as defined and described in Section 1 below; and

WHEREAS, the Grantor has designated a portion of the Development Parcel, legally described in Exhibit 3 attached hereto, (hereafter called the "Easement Premises.") over which the Grantor shall grant an Access and Maintenance Easement to the County and Water Commission; and

WHEREAS, the Grantor has designated a portion of the Development Parcel, legally described in Exhibit 4 attached hereto, (hereafter called the "Temporary Fence Easement") over which the Grantor shall grant a Two-Year Temporary Fence and Construction Easement to the County and Water Commission;

NOW, THEREFORE, in consideration of the construction by the County of the County Water System and the agreement of the Water Commission to provide the County Water System with a supply of Lake Michigan Water, of the acceptance by the County of title to the Metering Station Parcel, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and declare as follows:

1. **Grant of Access and Maintenance Easement Over the Easement Premises.** Subject to the rights reserved to the Grantor in Section 2 of this Easement, the Grantor does hereby grant and convey to the County and the Water Commission a right and easement of access ("Access and Maintenance Easement") over the Easement Premises (as described on Exhibit 3). The Access and Maintenance Easement is labeled "Access Easement" and depicted on the attached Easement Plat. The Access and Maintenance Easement is hereby granted to permit the County and Water Commission the right of ingress and egress over and across the Easement Premises for the purpose of accessing the Metering Station Parcel to inspect, maintain, repair, replace, service or reconstruct the Metering Station Improvements together with any equipment and appurtenances located thereon, and for all other purposes attendant to the County's and Water Commission's ownership and operation of the Metering Station. The Access and Maintenance Easement, including any future relocated Access and Maintenance Easement as hereinafter provided for in Section 2, shall be over open or paved portions of the Easement Premises on which the Grantees may drive vehicles, or operate motorized equipment, having a minimum width of eight feet and having Gross Vehicle Weight (GVW) ratings of up to 23,000 lbs. The Access and Maintenance Easement shall be free of landscaping, curbs, light fixtures, hydrants or other improvements and have adequate clearances, width and turning radius sufficient for ingress, egress and access to the Metering Station Parcel for vehicles, including trailers, of up to thirty-five feet (35') in length and requiring an overhead height clearance of at least fifteen feet (15'). Nothing herein shall prevent Grantor from (i) constructing any additional improvements upon the Premises that do not interfere with vehicular movements or (ii) fencing the Premises (or any portion thereof) or otherwise securing same, provided that any such improvements or fencing be constructed and installed in such manner that does not adversely affect the County's and Water Commission's ability to access the Metering Station Parcel.

2. **Grantor's Reserved Rights.** Subject to the limitations hereinafter set forth, and for the purpose of facilitating the future development of the Development Parcel, Grantor, for itself and its successors and assigns, expressly reserves the right to relocate the Access and Maintenance Easement, from time to time, within the Development Parcel. Grantor shall exercise the rights herein reserved by proposing to the County and the Water Commission a specific relocated access and maintenance easement having all of the characteristics, dimensions and properties of the Access and Maintenance Easement as set forth in Section 1 of this Easement. Grantor shall provide the County and the Water Commission with thirty (30) days advance written notice of its desire to relocate this or any subsequent Access and Maintenance Easement, which notice shall include a plat of survey of the proposed relocated easement together with a draft grant of easement containing terms substantially similar to those set forth herein. The proposed relocated access and maintenance easement ("Relocated Easement") shall be so located and configured as to allow the County and

Water Commission uninterrupted ingress, egress and access to the Metering Station for the purposes stated herein. During the thirty (30) day advance written notice period, the parties shall reasonably cooperate to secure the interest of each of them as they are set forth herein. When a mutually acceptable relocated access and maintenance easement is agreed upon, the County and the Water Commission shall, upon the recording of the plat establishing the Relocated Easement, release any and all previously established Access and Maintenance Easements. Each of the County and the Water Commission covenants and agrees that it will not unreasonably withhold condition or delay its approval of any proposed Relocated Easement so long as same meets the standards set forth in Section 1 of this Agreement.

3. **Permanent Nature of Easement.** The Access and Maintenance Easement herein created in favor of the County and the Water Commission shall be permanent in nature and shall continue until the earlier to arrive of (i) the date, if ever, that such Access and Maintenance Easement is released in writing by the County and the Water Commission or their respective successors, or (ii) the permanent discontinuance of use of the Metering Station erected on the Metering Station Parcel, by both the County and the Water Commission, at which time the said Access and Maintenance Easement, or any subsequent relocated easement, shall terminate.

4. **Miscellaneous Provisions.**

(a) The covenants and provisions contained herein shall inure to the benefit of and be binding upon the Grantor, the County, the Water Commission and their respective heirs, successors, assigns, and grantees.

(b) This Grant and Certificate of Easement shall be governed and construed in accordance with the laws of the State of Illinois.

(c) This Grant and Certificate of Easement contains the entire agreement and understanding of the Grantor and the County and the Water Commission with respect to the subject matter set forth herein, all prior agreements and understandings having been merged herein and extinguished hereby.

(d) Any notices, communications and waivers by either of the Grantor or the County and, or, the Water Commission to the other parties in connection with this Grant and Certificate of Easement shall be in writing and shall delivered personally, mailed by certified mail, delivered via a nationally recognized overnight courier service, or delivered via facsimile transmission. Any notice given via certified mail, overnight courier service or facsimile transmission shall be deemed given on the same business day that such notice is mailed by certified mail, delivered to the courier service, or transmitted via facsimile to the intended recipient at the address or facsimile number (as the case may be) of the parties as set forth below, to wit:

If to the Grantor:

Chicago Land Trust Company
u/t/n's 866 and 867
171 N. Clark Street, Suite 575 Chicago, IL 60001
Fax No.: 312-223-4139

With copies to:

**Royce Realty
Attn: Kim Marvin Plencner
1000 Royce Boulevard
Oakbrook Terrace, IL 60181
Fax No.: 630-268-4444**

and

**Peter C. Bazos, Esq.
Bazos Freeman Kramer Schuster & Braithwaite, LLC
1250 Larkin Avenue, Suite 1000
Elgin, IL 60123
Fax No.: 847-742-9777**

If to County:

**County of DuPage
Attention: Nick Kottmeyer
Superintendent of Public Works
421 N. County Farm Road
Wheaton, IL 60187
Fax no: 630-407-6701**

With a copy to:

**DuPage County State's Attorney Office, Civil Division
Attention: Anthony Hayman, Asst. State's Atty
505 N. County Farm Road
Wheaton, IL 60187
Fax no: 630-407-6701**

If to Water Commission:

**DuPage Water Commission
Attention: General Manager
600 East Butterfield Road
Elmhurst, IL 60126
Fax no: 630-834-0120**

With a copy to:

**Goraki and Good
Attention: Gerald Gorski
211 S. Wheaton Ave., Ste 305
Wheaton, IL 60187
Fax no: 630-665-8670**

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

5. **Two-Year Temporary Fence and Construction Easement.** The Grantor does hereby grant and convey to the County and the Water Commission, for a term of two (2) years, a right and easement ("Two-Year Temporary Fence and Construction Easement ") over the area of the Development Parcel described on Exhibit 4. The Two-Year Temporary Fence and Construction Easement is labeled "40 Foot Wide Temporary Easement Hereby Granted" and depicted on the attached Easement Plat. The Two-Year Temporary Fence and Construction Easement is hereby granted to permit the County and Water Commission the right of ingress and egress over and across an area of the Development Parcel for the purpose of erecting and maintaining a safety fence. The County and Water Commission shall have the further right of ingress and egress over and across the area described on Exhibit 4 to inspect, maintain, repair, replace, service or reconstruct said safety fence together with the right to temporarily store any equipment, materials or supplies attendant to the County's and Water Commission's construction of the Metering Station or the safety fence. The Two-Year Temporary Fence and Construction Easement shall expire on the earlier date of either; i) two years following the date this Easement Grant is fully executed by the Grantor, County and Water Commission; or ii) the date the Metering Station begins delivering a supply of Lake Michigan water to the County Water System.

6. **Acceptance.** By acceptance of the easement rights herein granted to them (as conclusively evidenced by the exercise by either the County or the Water Commission of any of the easement rights granted to it hereunder) the County and Water Commission each hereby agree to the terms, provisions and covenants on each of their parts to be performed as set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant and Certificate of Easement Parties as of the ___ day of October, 2013.

CHICAGO TITLE LAND TRUST COMPANY,
as Trustee u/v/a dated July 30, 1982 a/k/a Trust No. 866 and No. 867

By: Margaret O'Donnell
Its: ASST. VICE PRESIDENT
Date: 11/6/13

STATE OF ILLINOIS)
COUNTY OF COOK)SS.

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that MARGARET O'DONNELL personally known to me to be the ASST. VICE PRESIDENT of CHICAGO LAND TRUST COMPANY, a corporation, and personally known to me to be the same person whose name is subscribed to the foregoing Owners' Grant and Certificate of Public Access and Maintenance Easement ("Grant of Easement"), appeared before me this day in person and acknowledged that he signed and delivered the above and foregoing Grant of Easement on behalf of said CHICAGO LAND TRUST COMPANY, not personally but as Trustee under Trust Agreements No. 866 and 867, as his free and voluntary act and deed and as the free and voluntary act and deed of CHICAGO LAND TRUST COMPANY as Trustee as aforesaid.

Given under my hand and official seal, this 6th day of ^{NOVEMBER} ~~October~~, 2013.

June Stout
Notary Public



THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
Peter C. Bazos, Esq.
1250 Larkin Avenue, Suite 100
Elgin, IL 60123
(847) 742-8800

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

EXHIBIT 1
LEGAL DESCRIPTION OF DEVELOPMENT PARCEL

B-2 ZONING

PARCEL ALONG BUTTERFIELD ROAD

THAT PART OF LOTS 3, 4 AND 5 IN LINCOLN CENTRE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R84-091784 AND CERTIFICATE OF CORRECTION RECORDED DECEMBER 17, 1984 AS DOCUMENT R84-100375, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 60 DEGREES 03 MINUTES 36 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 5, A DISTANCE OF 1065.40 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN LINCOLN CENTRE UNIT NO. 2 RECORDED AS DOCUMENT NO. R89-120710; THENCE NORTH 00 DEGREES 59 MINUTES 16 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 249.81 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 44 SECONDS EAST, A DISTANCE OF 127.67 FEET; THENCE NORTH 51 DEGREES 58 MINUTES 53 SECONDS EAST, A DISTANCE OF 404.00 FEET; THENCE NORTH 60 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 173.00 FEET; THENCE SOUTH 29 DEGREES 53 MINUTES 35 SECONDS EAST, A DISTANCE OF 41.00 FEET; THENCE NORTH 60 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 220.00 FEET; THENCE NORTH 01 DEGREE 05 MINUTES 23 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 118.00 FEET TO THE EAST LINE OF LOT 5 IN LINCOLN CENTRE ASSESSMENT PLAT, AS AFORESAID; THENCE SOUTH 01 DEGREE 05 MINUTES 23 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 141.70 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS AND CONTAINING 4.49 ACRES MORE OR LESS.

PARCEL ALONG ROYCE BOULEVARD

THAT PART OF LOT 1 IN RENAISSANCE PARK ASSESSMENT PLAT OF PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R84-91785 AND THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 21, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 83.06 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 40 SECONDS EAST, A DISTANCE OF 544.63 FEET; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST, A DISTANCE OF 52.00 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 10 SECONDS EAST, A DISTANCE OF 273.51 FEET; THENCE SOUTH 76 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 201.00 FEET; THENCE SOUTH 48 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 149.16 FEET; THENCE SOUTH 88

DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 109.47 FEET TO A POINT ON A LINE THAT IS 40.00 FEET EASTERLY OF (MEASURED NORMALLY RADIAL THERETO) AND PARALLEL WITH THE EASTERLY LINE OF LOTS 3 AND 4 IN ROYCE RENAISSANCE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21, AS AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R90-168290; THENCE NORTHERLY ALONG SAID PARALLEL LINE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET, A DISTANCE OF 140.98 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING NORTHERLY ALONG SAID PARALLEL LINE, BEING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A DISTANCE OF 128.26 FEET; THENCE SOUTH 70 DEGREES 02 MINUTES 31 SECONDS EAST ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 40.00 FEET; THENCE SOUTH 40 DEGREES 51 MINUTES 00 SECONDS EAST, A DISTANCE OF 213.33 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 2 IN LINCOLN CENTRE UNIT NO. 2 IN THE SOUTHEAST QUARTER OF SECTION 21, AS AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R84-091784 AND CERTIFICATE OF CORRECTION RECORDED DECEMBER 17, 1984 AS DOCUMENT R84-100375; THENCE WESTERLY ALONG SAID NORTHERLY LINE AND ALONG THE SOUTHERLY LINE OF LOT 1 IN RENAISSANCE PARK ASSESSMENT PLAT, AS AFORESAID, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 652.20 FEET, A DISTANCE OF 443.39 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 51 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 564.49 FEET TO A LINE FORMING A JOG IN SAID SOUTHERLY LINE; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG SAID JOG IN THE SOUTHERLY LINE, A DISTANCE OF 120.14 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTH 88 DEGREES 03 MINUTES 46 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 544.65 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS AND CONTAINING 5.35 ACRES MORE OR LESS.

R-6 ZONING

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 05 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1438.92 FEET TO THE NORTHERLY LINE OF BUTTERFIELD ROAD; THENCE SOUTH 60 DEGREES 03 MINUTES 46 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 1065.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 OF LINCOLN CENTRE UNIT NO. 2, BEING A SUBDIVISION OF PART OF LOT 3 IN LINCOLN CENTRE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SAID SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LINCOLN CENTRE UNIT NO. 2 RECORDED SEPTEMBER 27, 1989 AS DOCUMENT NO. R89-120710; THENCE NORTH 00 DEGREES 59 MINUTES 16 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1 AND ALONG THE EASTERLY LINE OF LOT 2 IN SAID LINCOLN CENTRE UNIT NO. 2, A DISTANCE OF 758.97 FEET TO THE MOST

EASTERLY NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 48 DEGREES 20 MINUTES 12 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE 180.83 FEET TO THE NORTHERLY LINE OF SAID LOT 2; THENCE SOUTH 41 DEGREES 38 MINUTES 17 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 103.83 FEET TO A POINT OF CURVE IN SAID NORTHERLY LINE; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2 AND ALONG THE SOUTHERLY LINE OF LOT 1 IN ROYCE RENAISSANCE PARK ASSESSMENT PLAT OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP AND RANGE AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT NO. R84-91785, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 652.20 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 528.85 FEET TO A POINT OF TANGENT IN SAID SOUTHERLY LINE; THENCE SOUTH 88 DEGREES 05 MINUTES 51 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 564.49 FEET TO A LINE FORMING A JOG IN SAID SOUTHERLY LINE; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG SAID JOG IN SAID SOUTHERLY LINE, A DISTANCE OF 120.14 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTH 88 DEGREES 03 MINUTES 46 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 544.65 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, SAID WEST LINE BEING ALSO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 21, AS AFORESAID, A DISTANCE OF 130.19 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 38 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 300.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH THE WEST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG SAID PARALLEL LINE TO A POINT ON A LINE THAT IS PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 02 MINUTES 24 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 174.34 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH THE WEST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID LINE BEING ALSO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 88 DEGREES 02 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2239.33 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF LOTS 3, 4 AND 5 IN LINCOLN CENTRE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R84-091784 AND CERTIFICATE OF CORRECTION RECORDED DECEMBER 17, 1984 AS DOCUMENT R84-100375, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 60 DEGREES 03 MINUTES 36 SECONDS WEST ALONG THE

SOUTHERLY LINE OF SAID LOT 5, A DISTANCE OF 1065.40 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN LINCOLN CENTRE UNIT NO. 2 RECORDED AS DOCUMENT NO. R89-120710; THENCE NORTH 00 DEGREES 59 MINUTES 16 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 249.81 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 44 SECONDS EAST, A DISTANCE OF 127.67 FEET; THENCE NORTH 51 DEGREES 58 MINUTES 53 SECONDS EAST, A DISTANCE OF 404.00 FEET; THENCE NORTH 60 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 173.00 FEET; THENCE SOUTH 29 DEGREES 53 MINUTES 35 SECONDS EAST, A DISTANCE OF 41.00 FEET; THENCE NORTH 60 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 220.00 FEET; THENCE NORTH 01 DEGREE 05 MINUTES 23 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 118.00 FEET TO THE EAST LINE OF LOT 5 IN LINCOLN CENTRE ASSESSMENT PLAT, AS AFORESAID; THENCE SOUTH 01 DEGREE 05 MINUTES 23 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 141.70 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF LOT 1 IN RENAISSANCE PARK ASSESSMENT PLAT OF PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R84-91785 AND THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 21, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 83.06 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 40 SECONDS EAST, A DISTANCE OF 544.63 FEET; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST, A DISTANCE OF 52.00 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 10 SECONDS EAST, A DISTANCE OF 273.51 FEET; THENCE SOUTH 76 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 201.00 FEET; THENCE SOUTH 48 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 149.16 FEET; THENCE SOUTH 88 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 109.47 FEET TO A POINT ON A LINE THAT IS 40.00 FEET EASTERLY OF (MEASURED NORMALLY RADIAL THERETO) AND PARALLEL WITH THE EASTERLY LINE OF LOTS 3 AND 4 IN ROYCE RENAISSANCE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21, AS AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R90-168290; THENCE NORTHERLY ALONG SAID PARALLEL LINE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET, A DISTANCE OF 140.98 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING NORTHERLY ALONG SAID PARALLEL LINE, BEING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A DISTANCE OF 128.26 FEET; THENCE SOUTH 70 DEGREES 02 MINUTES 31 SECONDS EAST ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 40.00 FEET; THENCE SOUTH 40 DEGREES 51 MINUTES 00 SECONDS EAST, A DISTANCE OF 213.33 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 2 IN LINCOLN CENTRE UNIT NO. 2 IN THE SOUTHEAST QUARTER OF SECTION 21, AS AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R84-091784 AND CERTIFICATE OF CORRECTION RECORDED DECEMBER 17, 1984 AS DOCUMENT R84-100375; THENCE

WESTERLY ALONG SAID NORTHERLY LINE AND ALONG THE SOUTHERLY LINE OF LOT 1 IN RENAISSANCE PARK ASSESSMENT PLAT, AS AFORESAID, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 652.20 FEET, A DISTANCE OF 443.39 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 51 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 564.49 FEET TO A LINE FORMING A JOG IN SAID SOUTHERLY LINE; THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST ALONG SAID JOG IN THE SOUTHERLY LINE, A DISTANCE OF 120.14 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTH 88 DEGREES 03 MINUTES 46 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 544.65 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS AND CONTAINING 72.53 ACRES MORE OR LESS.

EXHIBIT 2
LEGAL DESCRIPTION OF METERING STATION PARCEL

THAT PART OF LOT 5 IN LINCOLN CENTRE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, BOTH IN TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R84-91784 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 5 SOUTH 58 DEGREES 46 MINUTES 43 SECONDS WEST, 39.96 FEET TO A POINT ON A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 5; THENCE ALONG THE LAST DESCRIBED PARALLEL LINE NORTH 02 DEGREES 22 MINUTES 17 SECONDS WEST, 144.28 FEET; THENCE PERPENDICULAR TO SAID EAST LINE OF LOT 5 NORTH 87 DEGREES 37 MINUTES 43 SECONDS EAST, 35.00 FEET TO THE EAST LINE OF SAID LOT 5; THENCE ALONG SAID EAST LINE SOUTH 02 DEGREES 22 MINUTES 17 SECONDS EAST, 125.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

SAID PROPERTY CONTAINS 4,712 SQUARE FEET OR 0.108 ACRES, MORE OR LESS.

**EXHIBIT 3
LEGAL DESCRIPTION OF
PERMANENT INGRESS AND EGRESS EASEMENT**

THAT PART OF LOT 5 IN LINCOLN CENTRE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 21, BOTH IN TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R84-91784, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5 BEING THE NORTHERLY LINE OF BUTTERFIELD ROAD AND THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 21; THENCE ALONG THE SAID EAST LINE NORTH 02 DEGREES 22 MINUTES 17 SECONDS WEST FOR 125.00 FEET; THENCE SOUTH 87 DEGREES 37 MINUTES 43 SECONDS WEST PERPENDICULAR TO THE SAID EAST LINE FOR 35.00 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 17 SECONDS EAST PARALLEL WITH THE SAID EAST LINE FOR 12.66 FEET TO THE POINT OF BEGINNING OF THE ACCESS EASEMENT; THENCE SOUTH 75 DEGREES 23 MINUTES 51 SECONDS WEST FOR 137.89 FEET; THENCE SOUTH 89 DEGREES 02 MINUTES 46 SECONDS WEST FOR 103.02 FEET; THENCE NORTH 75 DEGREES 53 MINUTES 00 SECONDS WEST FOR 80.63 FEET TO THE EASTERLY LINE OF FUTURE OAKBROOK LAKES BLVD.; THENCE ALONG THE LAST SAID EASTERLY LINE SOUTH 37 DEGREES 15 MINUTES 33 SECONDS EAST TO A POINT ON A LINE 15 FEET SOUTH OF AND PARALLEL WITH THE LAST PREVIOUS COURSE; THENCE PARALLEL WITH LAST SAID PREVIOUS COURSE SOUTH 75 DEGREES 53 MINUTES 00 SECONDS EAST FOR 82.14 FEET TO A POINT ON A LINE 15 FEET SOUTH OF AND PARALLEL WITH THE PENAULT COURSE; THENCE PARALLEL WITH LAST PENAULT COURSE NORTH 89 DEGREES 02 MINUTES 46 SECONDS EAST FOR 106.80 FEET TO A POINT ON A LINE 15 FEET SOUTH OF AND PARALLEL WITH THE ANTEPENAULT COURSE; THENCE PARALLEL WITH THE SAID ANTEPENAULT COURSE NORTH 75 DEGREES 23 MINUTES 51 SECONDS EAST FOR 136.43 FEET TO A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE ALONG THE LAST SAID PARALLEL LINE NORTH 02 DEGREES 22 MINUTES 17 SECONDS WEST FOR 15.35 FEET TO THE POINT OF BEGINNING OF THE ACCESS EASEMENT.

EXHIBIT 4
TEMPORARY FENCE AND CONSTRUCTION EASEMENT

THAT PART OF LOT 5 IN LINCOLN CENTRE ASSESSMENT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, BOTH IN TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R84-91784, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5 BEING THE NORTHERLY LINE OF BUTTERFIELD ROAD AND THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 21; THENCE ALONG THE SAID EAST LINE NORTH 02 DEGREES 22 MINUTES 17 SECONDS WEST FOR 125.00 FEET TO THE POINT OF BEGINNING OF THE CONSTRUCTION EASEMENT; THENCE ALONG THE FIRST COURSE SOUTH 87 DEGREES 37 MINUTES 43 SECONDS WEST PERPENDICULAR TO THE SAID EAST LINE FOR 35.00 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 17 SECONDS EAST PARALLEL WITH THE SAID EAST LINE FOR 144.28 FEET TO THE SAID NORTHERLY LINE OF BUTTERFIELD ROAD; THENCE SOUTH 58 DEGREES 46 MINUTES 43 SECONDS WEST FOR 45.67 FEET TO A LINE 75.00 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE ALONG THE LAST SAID PARALLEL LINE NORTH 02 DEGREES 22 MINUTES 17 SECONDS WEST FOR 206.32 FEET TO A POINT ON A LINE 40 FEET NORTH OF AND PARALLEL WITH THE SAID FIRST COURSE; THENCE ALONG THE LAST SAID PARALLEL LINE 40 FEET NORTH OF THE FIRST COURSE NORTH 87 DEGREES 37 MINUTES 43 SECONDS EAST FOR 75.00 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER; THENCE ALONG THE LAST SAID EAST LINE SOUTH 02 DEGREES 22 MINUTES 17 SECONDS EAST FOR 40.00 FEET TO THE POINT OF BEGINNING OF THE CONSTRUCTION EASEMENT.

EASEMENT PLAT

EXHIBIT 3B

LEGAL DESCRIPTION AND PERMANENT ACCESS AND UTILITY EASEMENT OVER
FLAGG CREEK WATER RECLAMATION DISTRICT (f/k/a HINSDALE SANITARY
DISTRICT) EXCLUSIVE SANITARY SEWER LINE EASEMENT (THE "ACCESS
EASEMENT PREMISES")

PERMANENT ACCESS AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Flagg Creek Water Reclamation District (formerly known as Hinsdale Sanitary District and hereinafter referred to as "Grantor"), a municipal corporation of Illinois and its successors, having a full and exclusive easement recorded on September 18, 1985 as document R1985-079086 for the purpose of constructing, operating and maintaining sanitary sewer lines and all appurtenances thereto for and in consideration of one dollar (\$1.00) and good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, a unit of local government created and existing under the laws of the State of Illinois ("DuPage County") and the DuPage Water Commission, a county water commission created and existing under the laws of the State of Illinois (the "Commission") (hereinafter referred to collectively as "Grantee"), and their successors and/or assigns, a non-exclusive permanent access and utility easement to access the York Water Metering Station (as graphically depicted on Exhibit A), and to install water mains, and all appurtenances, equipment or fixtures thereto, across and through the Grantor's exclusive easement (R1985-079086), and within the permanent non-exclusive easement described as follows:

The permanent access and utility easement over the Southerly 25.0 feet of the following described property shown on Exhibit A and described as follows:

The Southerly 25.0 feet of the Easterly 60.0 feet of the that part of Lot 5 in Lincoln Centre Assessment Plat in the Southeast Quarter of Section 21 and the Northeast Quarter of Section 28, both in Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof Recorded November 13, 1984 as Document R1984-091784 in DuPage County, Illinois.

Property Address: Vacant Lot North of Butterfield Road,
Oakbrook Terrace, Illinois 60181

Parcel Number 06-21-404-004 (Part of)

Granted By: Flagg Creek Water Reclamation District
(Formerly known as Hinsdale Sanitary District)

Resolution Number _____

Prepared by: DuPage County Public Works

Return to: Attn: Janet Williams

421 North County Farm Rd.
Wheaton, Illinois 60187

DuPage County Public Works
421 N. County Farm Rd.
Wheaton, IL 60187

This aforesaid grant of the Permanent Access and Utility Easement is made by the Grantor and accepted by the Grantee under the following additional terms, conditions and agreements:

1. Definitions: The following terms shall be understood to have the meaning set forth herein:
 - a. "Easement Area" shall mean the physical area granted herein as the "Permanent Access and Utility Easement," which area is legally described above and graphically depicted on Exhibit A.
 - b. "Improvements" shall mean all surface and subsurface improvements including specifically, but not by way of limitation, water mains, driveway improvements, SCADA antennas, antenna poles and antenna bases, electrical utility service, pedestals, valve vaults and manholes, valve boxes, cathodic protection test stations and vaults, sump pump and footing drain pump vaults and discharge piping.
 - c. "Permanent Easement" shall be the non-exclusive access and utility easement legally described herein and graphically depicted on the attached Exhibit A. Said Permanent Easement shall, notwithstanding any errors or discrepancies in said legal description, be situated within the Southern 25 feet of the above described property as graphically depicted on Exhibit A attached hereto.
2. Grantee's Use: The following conditions and limitations shall apply to Grantee's use of the Easement Area:
 - a. The Permanent Easement is granted in perpetuity specifically for the purpose of allowing the Grantee ingress and egress onto, over, under, above and along the Easement Area sufficient to permit Grantee access to the York Water Metering Station, including authorizing the Grantee to install a driveway and to install, construct, build, add to, relocate, repair, replace, inspect, maintain, use and operate the Improvements and any appurtenances, equipment or fixtures thereto. Notwithstanding the foregoing, the Grantee County of DuPage shall be responsible for ensuring that any Improvements located within the Easement Area do not interfere with Grantor's use thereof and the Grantee County shall be solely responsible for undertaking any remedial work, protective measures or relocation of the Improvements necessary to eliminate or prevent any such interference.
 - b. Grantee may from time to time, perform inspections, maintenance, repairs, reconstruction, re-grading or other work on or within the Permanent Easement area and, or, to the Improvements located therein provided, however, that any work which alters the easement's grading or the relocation of the Improvements shall first be approved in writing by the Grantor, which approval shall not be unreasonably withheld.
 - c. The rights and obligations of the Grantee shall extend to its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors. The Grantee County of

DuPage and, upon the conveyance of the of the Improvements to the Commission by DuPage County and the acceptance of same by the Commission, the Commission, agrees that it shall indemnify, defend and hold the Grantor, its Trustees, officers and employees, harmless from and against any injuries, deaths, loss, damages, claims, suites, liability, judgments, costs, and expenses, including Grantor's reasonable attorney's fees, which may accrue against the Grantor, its Trustees, officers and employees, arising out of or in consequence of the acts or omissions of the Grantee, or any of its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors, or any environmental contamination related to the Grantee's use and, or, occupancy of the Easement Area. Grantee County of DuPage or the Water Commission, agrees that it shall not allow any liens to be filed or recorded against the Easement Area and shall remove and clear any lien upon notice thereof.

- d. Grantee may access and cross the Easement Area at any time, without notice to Grantor, for the purpose of conducting any type of inspection, testing or examination of the Easement Area and, or, any Improvement located therein or thereon and, or, to observe the operations of said Improvements or to access the York Water Metering Station. Any utilization of the Easement Area, other than for inspection, testing or examination of the Improvements as provided in the first sentence of this subsection d. hereof shall require the prior written approval of the Grantor which approval shall not be unreasonably withheld. In the event the Grantee requires such access, Grantee shall first provide Grantor ten (10) day written notice stating the purpose for the access and further providing Grantor with any plans and drawings related to such special request. Access to undertake any emergency repairs shall be without notice.
- e. Grantee agrees that it will perform any work hereby authorized within the Easement Area, or on the Improvements located therein, with reasonable care, skill and diligence. The Grantee will perform all work in such a way as to avoid harm to the Grantor's real or personal property adjacent to or within said Easement Area. Grantor acknowledges that emergency inspections and work may be undertaken in any manner deemed reasonable and prudent by the Grantee without requiring Grantor's pre-approval.
- f. The Grantee County of DuPage agrees that it shall obtain any required governmental permits, licenses or approvals prior to commencing any work. Upon written request, the Grantee County of DuPage shall provide the Grantor with copies of any governmental permits, licenses, approval or submittals for said authorizations relating to Grantee's work within the Easement Area. The Grantee County of DuPage shall abide by and comply with every condition, term or covenant of said governmental permits, licenses or approvals and shall further do all work in accord with the applicable local, State and Federal laws, ordinances, rules and regulations.
- g. Grantee shall require any contractor doing work in the Easement Area to fully compensate the Grantor in the event any of Grantor's real or personal property is negatively disturbed or damaged by the contractor. The Grantee shall, at its election, pay the Grantor for the costs of repairing, restoring or replacing the disturbed land or property, or undertake the repairs and restorations, for any land or property damaged by Grantee's officers, contractors, or employees. Repairs or restoration shall be to a condition as nearly as possible to the condition in which the land existed before the

Grantee's disturbance or damage thereto. The Grantee shall restore disturbed grass with seed or patch only. The Grantor reserves the right to approve any repairs or restoration to its easement.

- h. The Grantee may store equipment and materials within the Easement Area while performing any construction, installation, maintenance, repairs, replacements, surveying, or testing of the Improvements within said Easement Area. Grantee will promptly remove all such stored items upon its completion of the authorized work. Grantee shall promptly remove its equipment and materials in the event Grantor requires access to its sanitary sewer within the Easement Area.
 - i. The Grantee may construct a driveway across the Easement Area that can be used for accessing the York Water Metering Station. A driveway may be used for short duration vehicle parking by Grantee. In the event the Grantor must perform any work, repairs, maintenance to its sanitary sewer within the Easement Area, the Grantor may disturb, cut and demolish the driveway, and the Grantee County of DuPage shall be responsible for restoring the driveway at its sole expense.
 - j. The Grantee shall construct a water main across the Easement Area in accordance with the most recent plan set as prepared by AECOM, including any subsequent amendments and revisions thereto, which shall be on file with the Grantor prior to construction. Grantee's water main shall cross the Grantor's existing thirty-six inch (36") diameter sewer in the public right-of-way, and the Grantee anticipates a minimum vertical separation of ten feet (10') between the bottom of the water main and the crown on the existing thirty-six inch (36") diameter sanitary sewer. In the event the Grantor must perform any work, repairs, maintenance within the Easement Area, the Grantee County of DuPage shall be responsible for undertaking protective measures, including the temporary relocation or bracing of the Grantee's Improvements located within the Easement Area. Any costs associated with protecting, bracing, relocating, or restoring any of the Grantee's improvements within the Easement Area made necessary by any work to the Grantor's sanitary sewer shall be borne solely by the Grantee County of DuPage. The Grantor shall give the Grantee notice of scheduled work prior to letting any contract for such service, or forty-five (45) days prior to commencing work, whichever period is longer.
3. Notwithstanding anything to the contrary stated herein, the Grantor retains the following rights with respect to the Easement Area:
- a. Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid Easement Area, including all obligations attendant thereto such as maintenance, as set forth below, and payment of real estate taxes, if any. Grantor may engage in any use provided that Grantor's act does not adversely affect the intended purposes for which the Easement Area, or the Improvements therein, have been designed or are intended to serve. Examples of activities which Grantor and its successors hereby retain and shall have the right to engage in on the Easement Area are (i) the right to pass over same on foot or by vehicle; (ii) the right to pave over all or any part of same; and (iii) the right to plant landscaping on said Easement Area.

- b. Grantor shall not construct any buildings or other structures or improvements having foundations on or within the Easement Area nor shall the Grantor materially alter, change, destroy or modify the grading of the Easement Area in any manner that would adversely affect the designed and intended use by Grantees of said Easement Area without having first received prior written approval of the Grantee, said request shall not be unreasonably withheld.
 - c. Grantor may use and, or, cross the Easement Area in the routing of other of its utilities, so long as such activity does not unreasonably interfere with the intended and, or, designed use and, purposes, of the Grantee's water main and Improvements within the Easement Area.
4. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee County of DuPage shall record this easement grant at its sole expense.
 5. The Grantee County of DuPage shall be responsible for the routine surface maintenance of the Easement Area and any driveway built thereon.
 6. Whenever any provision of this Easement Grant requires one party (the first party) to undertake any review or do any act or give its consent or approval to the other party (second party), the first party shall not unreasonably delay, withhold, condition or deny the act, review, consent or approval.

Dated this _____ day of _____, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Permanent Access and Utility Easement executed as of this _____ day of _____, 2014.

GRANTOR: The Flagg Creek Water Reclamation District (Formerly known as Hinsdale Sanitary District)

By: _____ Attest By: _____
Name: _____ Name: _____
Title: _____ Title: _____

GRANTEE: DUPAGE COUNTY

By: _____ Attest By: _____
Name: Daniel J. Cronin Name: Gary A. King
Title: Chairman Title: County Clerk

GRANTEE: DUPAGE WATER COMMISSION

By: _____ Attest By: _____
Name: _____ Name: _____
Title: General Manager Title: _____

Permanent Access and Utility Easement EXHIBIT A

Legend

Sanitary Easement



Proposed Easement



PIN
06-21-404-008

PIN
06-21-404-009

PIN
06-22-300-016

125'

60'

25'

Existing Sanitary Sewer Easement
(25 foot width)
R1986-079086

Buckfield Rd



0 15 30 Feet

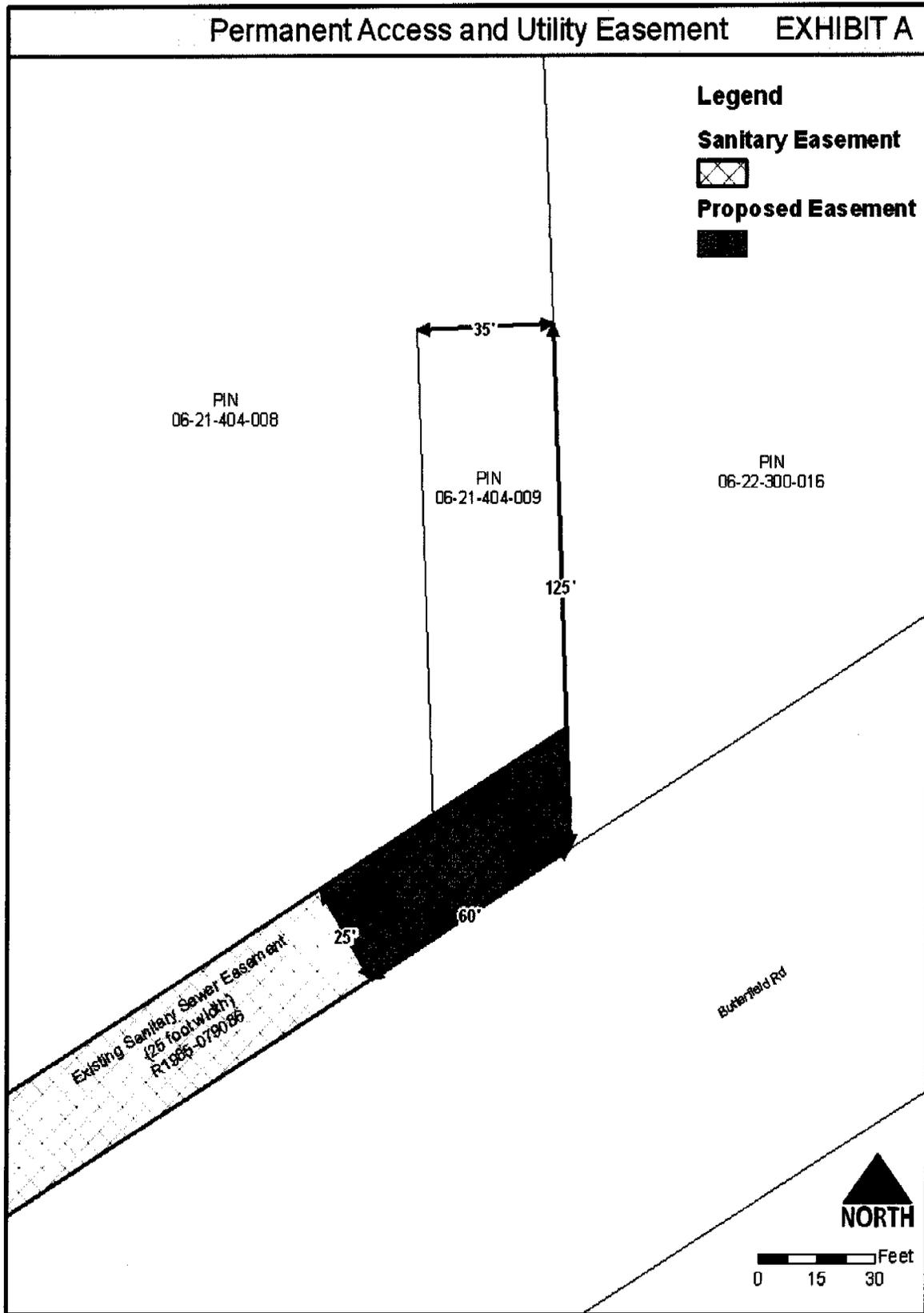


EXHIBIT 3C

LEGAL DESCRIPTION AND PERMANENT ACCESS AND UTILITY EASEMENT OVER
OAKBROOK TERRACE PARK DISTRICT BIKE PATH EASEMENT (THE "PARK
DISTRICT EASEMENT PREMISES")

**ACCESS,
CONSTRUCTION
AND
MAINTENANCE
EASEMENT**

KNOW ALL MEN BY
THESE PRESENTS:

That Oakbrook Terrace
Community Park District
(as "Grantor"), a duly
organized Illinois park
district, having a permanent
easement for the purpose of
operating and maintaining a
bike path, park land and

open space pursuant to an Order Vesting Title entered September 17, 2002 in the Eighteenth Judicial Circuit Court in case number 2000 ED 20 (consolidated with 2000 ED 21) (hereinafter, the "Park District Easement" or "Permanent Easement"), for and in consideration of one dollar (\$1.00) and good and valuable consideration acknowledged, herby consents, grants, conveys and warrants to the County of DuPage, a unit of local government created and existing under the laws of the State of Illinois ("DuPage County") and the DuPage Water Commission, a county water commission created and existing under the laws of the State of Illinois ("Commission") (hereinafter referred to collectively as the "Grantees"), together with their respective successors and/or assigns, a permanent access, construction and maintenance easement (the "Easement") to allow Grantees improved access to the York Water Metering Station ("Metering Station"), and to permit the construction, operation, maintenance, repair and replacement of the Improvements constituting the Metering Station, as hereinafter defined, including all appurtenances, equipment or fixtures pertinent thereto, across, over, under and through the Grantor's Permanent Easement described as follows:

The Easement granted herein shall be over the Easterly 20.0 feet of the following described property as shown on Exhibit "A" which is attached hereto and incorporated herein and is legally described as follows:

THAT PART OF LOT 5 IN LINCOLN CENTRE ASSESSMSNT PLAT IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, BOTH IN TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1984 AS DOCUMENT R1984-91784 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 5, SOUTH 58 DEGREES 46 MINUTES 43 SECONDS WEST, A DISTANCE OF 39.96 FEET TO A POINT ON A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 5; THENCE ALONG THE LAST DESCRIBED PARALLEL LINE, NORTH 02 DEGREES 22 MINUTES 17 SECONDS WEST,

A DISTANCE OF 144.28 FEET; THENCE EAST ALONG A LINE, NORTH 87 DEGREES 37 MINUTES 43 SECONDS EAST, A DISTANCE OF 35.00 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH ALONG SAID EAST LINE, SOUTH 02 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

The Easement shall be subject to the terms and conditions attached hereto and incorporated herein as Exhibit "B".

Property Address: Vacant Lot on the North Side
of Butterfield Road, East of Renaissance Blvd.,
Oakbrook Terrace, Illinois 60181

Parcel Number: 06-21-404-009 (Formerly part of 06-21-404-004)

Granted By: Oakbrook Terrace Community Park District

Resolution Number _____

Prepared by: DuPage County Public Works
421 North County Farm Rd.
Wheaton, Illinois 60187

Return to: Attn: Janet Williams
DuPage County Public Works
421 N. County Farm Rd.
Wheaton, IL 60187

Exhibit "B"

This Easement is made by the Grantor and accepted by the Grantees subject to the following additional terms, conditions and agreements:

1. Definitions: The following terms shall be understood to have the meaning set forth herein:
 - a. "Bike Path" shall mean an asphalt pathway located along the entire lineal distance of the Park District Easement as the same presently exists or as it may be relocated, from time to time, as herein otherwise provided.
 - b. "Easement Area" is the area encumbered with the Easement which area overlays and occupies a portion of the Park District Easement.
 - c. "Improvements" shall mean all surface and subsurface improvements including specifically, but not by way of limitation, water mains, driveway improvements, SCADA antennas, antenna poles and antenna bases, electrical utility service, pedestals, valve vaults and manholes, valve boxes, cathodic protection test stations and vaults, sump pump and footing drain pump vaults and discharge piping belonging to the Grantees, as their interests may appear.
 - d. "Metering Station" shall mean the York Water Metering Station interconnecting the Commission's Butterfield Road water main with DuPage County's York Township Water System, including the feeder line servicing said metering station and all of the related Improvements.
 - e. "Park District Easement" and "Permanent Easement" shall both mean the land area legally described herein and graphically depicted on Exhibit A. The Park District's Easement is the easement vested with the Oakbrook Terrace Community Park District (as Grantee) by court order entered in the Eighteenth Judicial Circuit Court case 2000 ED 20 (consolidated with 2000 ED 21) on or about September 17, 2002.
 - f. "Easement" shall mean this non-exclusive permanent access, construction and maintenance easement allowing and permitting the Grantees, or either of them, improved access to ("Metering Station"), to permit the construction, operation, maintenance, repair and replacement of the Improvements constituting the York Water Metering Station including all appurtenances, equipment or fixtures pertinent thereto, across, over, under and through the Park District Easement legally described herein and graphically depicted on the attached Exhibit A. The Easement shall, notwithstanding any errors or discrepancies in said legal description, be situated within the Easterly 20 feet of the above described property as depicted on Exhibit A attached hereto.
2. Grantee's Use: The following conditions and limitations shall apply to Grantee's use of the Easement Area:
 - a. The Easement granted herein is non-exclusive and perpetual and is for the purpose of allowing the Grantees, or either of them, ingress and egress onto, over, under, above and

along the Easement Area sufficient to permit Grantees access to the site of the proposed Metering Station and, further, authorizing the Grantees to utilize the Easement Area for the purposes identified in the Easement, as herein defined. As part of proposed Improvements, Grantees shall permanently relocate the Grantor's Bike Path further to the east to allow for additional separation between the Improvements and the Bike Path. The relocated Bike Path shall still be oriented within all current dedicated easements to the Grantor. Should, at any time, the Grantees use and occupancy of the Easement Area disturb or injure any portion of the Grantor's Bike Path, the Grantees shall restore and/or relocate said Bike Path to an adjusted location and in a manner reasonably acceptable to the Grantor. Any materials deposited in or upon the Easement Area during the period of the construction of the Metering Station which are not a permanent Improvement shall, upon the completion of the construction, be removed and the Easement Area restored by the Grantee County to a condition as nearly as practicable equivalent to the condition of the Easement Area prior to the commencement of construction.

- b. The term of this Easement shall commence and become effective on the date this Easement is executed by both the Grantor and each of the Grantees. Prior to commencing any work within the Easement Area the Grantee DuPage County shall provide the Grantor with a preliminary construction schedule. The Grantee DuPage County shall periodically inform the Grantor of any substantial variations to the construction schedule. The Grantees may, from time to time, perform site preparation, construction activities, inspections, maintenance, repairs, excavations, grading or other work on or within the Easement Area and, or, use and occupy the Easement Area for the purpose of performing such activities on lands located adjacent to the Easement Area provided, however, that any activity or work that permanently alters the Easement Area's grading or location of the Bike Path shall first be approved in writing by the Grantor.
- c. The rights and obligations of the Grantees shall extend to their employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors. The Grantee DuPage County, but not Grantee Commission, agrees that it alone shall indemnify, defend and hold the Grantor, its Trustees, officers and employees, harmless from and against any injuries, deaths, loss, damages, claims, suites, liability, judgments, costs, and expenses, including Grantor's reasonable attorney's fees, which may accrue against the Grantor, its Trustees, officers and employees, arising out of or in consequence of the acts or omissions of that Grantee, or any of its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors, or any environmental contamination related to that Grantee's use and , or, occupancy of the Easement Area, but excluding the negligent or willful acts or omissions of persons or parties acting under the control of the Grantee Commission. Grantee DuPage County, but not the Grantee Commission, agrees that it alone shall not allow any liens to be filed or recorded against the Easement Area and shall take immediate action remove and clear any lien upon notice thereof. In addition, the Grantee DuPage County, but not Grantee Commission, agrees to include the Grantor as additional insured by the selected contractor during the initial construction phase of the Improvement.
- d. Grantees agree that they will perform any work hereby authorized within the Easement Area with reasonable care, skill and diligence. The Grantees will perform all work in such a way as to avoid harm to the Grantor's Permanent Easement adjacent to or within

said Easement Area, except for those areas in proximity to the Metering Station and, or, its Improvements, where such disturbances are expected (but subject to the Grantee DuPage County's restoration obligations set forth hereafter in sub-paragraph 2(f)). Grantee DuPage County is permitted to temporarily restrict access to the Bike Path and, or, permanently or temporarily relocate the Bike Path. Prior to commencing any construction work which may affect the Bike Path, the Grantee DuPage County shall give the Grantor notice thereof and, further, provide the Grantor with a video recording of the Bike Path's pre-construction condition. Any temporary Bike Path will be an asphalt surface. Any relocation of the Bike Path will be determined by the Grantees but, generally, be located along the far eastern side of the Easement Area. Any permanent relocation of the Bike Path shall be reviewed and approved by the Grantor. The Grantee DuPage County, or its contractor, shall erect a safety fence in the Easement Area separating the relocated Bike Path from that part of the Easement Area where construction activities are taking place. During the initial Metering Station construction, and also during any major repairs thereto, the Grantee Dupage County, or its contractor, shall further erect temporary warning signage within the Easement Area alerting users of the Bike Path of the construction activities. Grantor may access the Easement Area to monitor the Grantees' work and inspect its property, which access shall be undertaken in any reasonable and prudent manner. Grantor may attend construction progress meeting at its request.

- e. The Grantee DuPage County, but not Grantee Commission, agrees that it alone shall obtain any required governmental permits, licenses or approvals prior to commencing any work within the Easement Area. Upon written request, the Grantee DuPage County shall provide the Grantor with copies of any governmental permits, licenses, approval or submittals for said authorizations relating to Grantees' work within the Easement Area. The Grantee DuPage County shall abide by and comply with every condition, term or covenant of said governmental permits, licenses or approvals and shall further do all work in accord with the applicable local, State and Federal laws, ordinances, rules and regulations.
- f. Grantees shall require any contractor doing work in the Easement Area to fully compensate the Grantor in the event any of Grantor's real or personal property is negatively disturbed or damaged by the contractor. The Grantee DuPage County shall, at its election, pay the Grantor for the costs of repairing, restoring or replacing the disturbed land or property, or undertake the repairs and restorations, for any land or property damaged by that Grantee's officers, contractors, or employees. Repairs or restoration shall be to a condition as nearly as possible to the condition in which the land existed before the Grantee's disturbance or damage thereto. The Grantees shall restore disturbed grass with seed or patch only, but trees or shrubs removed shall be replaced with similar species (saplings only) at approximately similar locations. The Grantee DuPage County shall plant new shrubs, but not trees, within the Easement Area to provide some screening of the Metering Station from view by Bike Path users. Any Grantor signage removed by Grantees shall be re-erected by Grantee DuPage County in the original location(s). The Grantor reserves the right to approve any repairs or restoration to its Bike Path and to the Park District Easement, and any personal property thereon.
- g. Following completion of the Improvements' initial construction and installation, the

Grantee shall use best efforts to access their Improvements by alternative routes and, or, to minimize their use of the Easement Area and any attendant adverse impacts to trail users. This provision, however, shall not limit Grantee's use of the Easement or their discretion regarding the manner and means of such access. In the event the Bike Path or the Easement Area's landscaping is damaged by Grantee's ingress or egress, that Grantee shall be fully responsible for repairing damages and restoring the Easement conditions to the satisfaction of the Grantor, as set forth in Paragraph 2(a), above.

3. Notwithstanding anything to the contrary stated herein, the Grantor retains the following rights with respect to the Easement Area:
 - a. Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid Easement Area, including all obligations attendant thereto such as maintenance, as set forth below, and payment of real estate taxes, if any. Grantor may engage in any use provided that Grantor's actions do not adversely affect the intended purposes of the Easement as herein defined and for which the Easement Area has been designed and intended.
 - b. Grantor shall not construct any buildings or other structures or improvements having foundations on or within the Easement Area nor shall the Grantor materially alter, change, destroy or modify the grading of the Easement Area in any manner that would adversely affect the designed and intended purposes of the Easement as herein defined and for which the Easement Area has been designed without having first received prior written approval of the Grantees.
4. The Easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantees. The Grantee DuPage County shall record this easement grant at its sole expense.
5. The Grantor shall be responsible for the routine surface maintenance of the Easement Area, including maintenance of the Bike Path, but the Grantee County of DuPage shall have the right, but not the obligation, to conduct any maintenance work necessary to ensure that the Grantees have access to the Metering Station and the Improvements. After the conclusion of the warranty period, the Grantor shall assume responsibility for watering and maintaining any shrubs planted within the Easement Area.
6. Whenever any provision of this Easement requires one party (the first party) to undertake any review or do any act or give its consent or approval to the other party or parties (second party), the first party shall not unreasonably delay, withhold, condition or deny the act, review, consent or approval.
7. The Grantee County of DuPage, as a condition of the granting of this Easement, shall provide landscape materials and, or, plantings within the limits of the Grantor's existing Permanent Easement in accordance with either one of the two landscape options described in Exhibit C. The Grantor shall have full discretion in the selection of either Landscape Option #1 or #2, but in all instances the Grantor shall communicate its decision to the Grantee County within thirty (30) days of the Grantee County giving notice of Grantee's issuance of invitations to

bid. The Grantee DuPage County shall undertake Landscape Option #1 or #2, as directed by the Grantor, as part of the Metering Station project. The Grantor hereby grants the Grantee DuPage County a license to enter upon the Grantor's Permanent Easement for the purpose of undertaking the landscaping work herein provided for. Notwithstanding all of the foregoing, no landscape materials and/or plantings shall be installed or planted within the Easement, unless the type of all such materials and/or plantings, as well as the location of installation/planting of same, shall have first received the prior written approval of Grantee Water Commission, which shall not be withheld unless proposed planting materially interferes with the Grantee Water Commission's operations.

Dated this _____ day of _____, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Access, Construction and Maintenance Easement executed as of this _____ day of _____, 2014.

GRANTOR: The Oakbrook Terrace Park District

By: _____ Attest By: _____
Name: _____ Name: _____
Title: General Manager Title: _____

GRANTEE: DUPAGE COUNTY

By: _____ Attest By: _____
Name: Daniel J. Cronin Name: Gary A. King
Title: Chairman Title: County Clerk

GRANTEE: DUPAGE WATER COMMISSION

By: _____ Attest By: _____
Name: _____ Name: _____
Title: General Manager Title: _____

Exhibit "C"

Landscape Option #1

- Grantee County shall purchase and deliver to the Grantor's permanent easement a total of 40 trees and 70 shrubs in to be determined combinations of the species indicated below.
- 40 trees (1 ½ inch caliper – bag grown) selected from the following species:
 - *Quercus bicolor* – Swamp White Oak Tree
 - *Quercus muehlenbergii* – Chinquapin Oak Tree
 - *Celtis occidentalis* / *Celtis laevigata* – Hackberry Tree / Sugarberry Tree
 - *Gymnocladus dioica* – Kentucky Coffeetree
- 70 shrubs (5 gallon container) selected from the following species:
 - *Viburnum Prunifolium* – Blackhaw
 - *Corylus Americana* – Hazelnut / American Filbert
- Grantor shall select the composition (by species and quantity) of the trees and shrubs to be supplied.
- Grantor shall be responsible for planting all trees and shrubs.
- Grantor shall be solely responsible for any maintenance and watering.
- Grantee shall not warranty or guarantee the trees and shrubs except for warranting and guarantying that such trees and shrubs shall be live, healthy and undamaged at time of delivery to the Grantor's permanent easement.

Landscape Option #2

- Grantee County shall purchase and deliver to the Grantor's permanent easement a total of 16 trees and 30 shrubs in to be determined combinations of the species indicated below.
- 16 trees (1 ½ inch caliper – bag grown) selected from the following species:
 - *Quercus bicolor* – Swamp White Oak Tree
 - *Quercus muehlenbergii* – Chinquapin Oak Tree
 - *Celtis occidentalis* / *Celtis laevigata* – Hackberry Tree / Sugarberry Tree
 - *Gymnocladus dioica* – Kentucky Coffeetree
- 30 shrubs (5 gallon container) selected from the following species:
 - *Viburnum Prunifolium* – Blackhaw
 - *Corylus Americana* – Hazelnut / American Filbert
- Grantor shall select the composition (by species and quantity) of the trees and shrubs to be supplied.
- Grantor shall identify its preferred planting location for all trees and shrubs within the limits of the permanent easement. The Grantee County shall plant all trees and shrubs at the locations designated by Grantor, except that with respect to any plantings within this Easement's area, the Grantees may reject any location that could interfere with their ability to maintain and operate the Metering Station and Improvements. In such event the parties shall meet on site to identify alternative planting locations.
- Grantee County shall be responsible for all maintenance and watering activities for a period of one year following planting.

- Grantee County shall warranty and guaranty all trees and shrubs for a period of one (1) year following planting to the extent the Grantee County shall replace any trees that die or which become diseased during that one (1) year period.

Exhibit A

0 15 30 60 Feet

1 inch = 30 feet



20 ft Access, Construction,
and Maintenance
Easement

PIN
06-22-300-016

PIN
06-21-404-008

PIN
06-21-404-009

56

Butterfield Rd

PIN
06-22-301-061

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the General Manager of the DuPage Water Commission, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said Commission, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20__.

Notary Public
My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Chairman of the County of DuPage, a unit of local government, and _____, personally known to me to be Clerk of said County, and personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said County, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

DATE: March 14, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 at the March 20, 2014, DuPage Water Commission Meeting Resolution No. R-6-14	APPROVAL	<i>Full</i> <i>[Signature]</i> <i>[Signature]</i> <i>OKP</i>

Account Numbers: 01-60-6633

The Commission entered into certain agreements dated December 10, 2012, with Divane Bros. Electric Co. and with McWilliams Electric Co. Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-6-14 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

Work Authorization Order No. 003: This work authorization is to McWilliams Electric Co. Inc. to upgrade the electrical system at 29 meter stations to current NEC standards. Staff identified a couple NEC violations at most meter stations, so both QRE contractors evaluated a sampling of meter stations and provide recommendations and cost estimates to bring the electrical system at each location up to current NEC standards. Staff selected two sample meter stations from each of the major construction contracts, MS-2/87 and MS-3/87 the evaluation indicated differences in installation of the electrical systems between the two contracts as indicated by the estimates, see table below.

QRE Contractor	Description	Estimate
McWilliams	MS-2/87 sample meter stations	\$1,116/each
Divane	MS-2/87 sample meter stations	\$2,835/each
McWilliams	MS-3/87 sample meter stations	\$1,855/each
Divane	MS-3/87 sample meter stations	\$3,629/each

The total cost for this work is not known but is estimated to not exceed \$55,100.00

Work Authorization Order No. 008: This work authorization is to Divane Bros. Electric Co. to replace the damaged cabinet at CP Rectifier site TE5-3. It was struck by a vehicle on February 6, 2014, a door alarm came in at 7:31am, within forty-five minutes staff arrived on site and no vehicle, but a police report was filed with the Village of Broadview. The Commission is supplying the cabinet. The original contractor that designed, had

fabricated, and installed the CP rectifiers had an extra cabinet in their warehouse after 12 years. They were glad to get rid of it; they delivered it to the Commission at no cost. Two Bollards will be installed to help protect the cabinet in the future. Staff solicited cost estimates for this work from both of its QRE-6/12 contractors and the results are listed in the table below:

QRE Contractor	Estimate Replace Cabinet	Estimate Installing Bollards
Divane	\$3,700.00	\$2,791.00
McWilliams	\$4,675.00	\$3,072.00

The total cost for this work is not known but is estimated to not exceed \$6,500.00

MOTION: To adopt Resolution No. R-6-14.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-6-14

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-6/12
AT THE MARCH 20, 2014, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 10, 2012, with Divane Bros. Electric Co. and with McWilliams Electric Co. Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-6/12"); and

WHEREAS, Contract QRE-6/12 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

Resolution No. R-6-14

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 _____, 2014

Chairman

ATTEST:

Clerk

Exhibit 1.

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-6/12: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-6.003

LOCATION:

29 Meter Stations, see Exhibit for Meter Station addresses or location directions.

CONTRACTOR:

McWilliams Electric Co., Inc.

DESCRIPTION OF WORK:

Upgrade electrical panels to bring the electrical system at each location up to NEC standards. Work includes but not limited to the following:

- LP breaker panel remove old Surge Protective Device (SPD) and replace with new SPD and dual breaker.
- LP and HP breaker panels correct any grounding deficiencies within panels and between panels and meter sockets.
- Add conduit to protect ground cables to both breaker panels and RTU enclosure.
- Eliminate all pigtails inside breaker panels. (If required, increase number of breakers to eliminate pigtails and maintain sufficient spare breakers.)

REASON FOR WORK:

Upgrade the electrical system at the Commission's meter station's to current NEC standards. The original meter stations were constructed in the early 1990's. There are several known NEC violations at these facilities.

- An installed SPD that is wired in parallel with an existing load on a single breaker
- No ground bus bars, ground for meter sockets coming from breaker panels
- Unprotected ground cables wired to the breaker panels and RTU
- Pigtails or multiple wires on a single breaker

MINIMUM RESPONSE TIME:

None

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

GE Wallmount Tranquell SPD, Catalog #TLE-120S-050-WM
1/2" x 10' Copper ground rods, if needed

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: _____

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: _____

Exhibit

Facility	Address or Location	ComEd Account #
MS1A	On Winthrop near Vista, Addison	6352163007
MS1B	South off of Fullerton Ave West of Grace, Addison	6100603009
MS1C	Centennial Drive West of Lombard Rd, Addison	6602809009
MS1D	Chestnut St & Woodland Ave, Addison	7780379005
MS1E	Swift Rd North of Army Trail Rd, Addison	5925677000
MS6A	261 Ann St, Clarendon Hills	8190058003
MS6B	229 Middaugh Rd, Clarendon Hills	7431282000
MS8B	1039 Summit St, Downers Grove	8280426000
MS11A	Brandon Ct by Water Tank, Glendale Heights	7770516005
MS11C	South of Windy Point Dr Between Whirlaway Ct & Concord Dr, Glendale Heights	8185366007
MS13C	485 Warrenville Rd, Lisle	8366319000
MS14B	North of North Ave West of Lombard Rd, Lombard	6268139006
MS14C	39 E. St. Charles Rd, Lombard	6572361003
MS16B	At end of 35 th St West of Adams Rd, Oak Brook	7070318005
MS18A	North of Irving Park Rd West 1 Block of Medinah Rd, Roselle	5844342002
MS18B	North East Corner Irving Park Rd and Roselle Rd, Roselle	6180689003
MS18C	North East Corner W. Bryn Mawr Ave & Mensching Rd, Roselle	8025520001
MS19A	End of Cornell Ave North of Riordan Rd, Villa Park	8668788009
MS19B	Near Base of Water Tower at W. Home Ave & S. Ardmore Ave, Villa Park	6152237008
MS19C	104 W. Plymouth St, Villa Park	7916254000
MS23A	South of Richert Rd Between Lively Blvd & Dillon Dr, Wood Dale	7614047001
MS23B	End of Park Ln East of Station Dr, Wood Dale	6098745009
MS24A	1577 75 th St, Woodridge	9167363009
MS24B	7642 Woodridge Dr, Woodridge	8118586000
MS24C	Woodridge Dr and MacArthur Ave, Woodridge	9419219005
MS25A	North of Industrial Dr East of N. Prospect Ave, Itasca	6018614005
MS25B	W. Center St and Willow St, Itasca	7278122005
MS25C	North of Ardmore Ave at Baker Dr, Itasca	7860195005
MS26A	Stacy Ct South of Railroad St, Milton Twp	6659060005

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-6/12: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-6.008

LOCATION:

CP Rectifier site TE5-3, 2899 Indian Joe Dr, Broadview (ComEd account #2233033042)

CONTRACTOR:

Divane Bros. Electric Co.

DESCRIPTION OF WORK:

Remove and replace damaged S.S. cabinet. Disconnect and reconnect all conduits, J-Box's, wires and cables, and devices in cabinet. Verify electric service has proper voltage and is wired correctly to main breaker inside cabinet and leave breaker off. Cabinet to be properly secured to concrete slab in same position as damaged cabinet. Deliver damaged cabinet to the DuPage Water Commission. Install two bollards approximately 42"H x 6"D with Yellow sleeve to help protect cabinet from future damage.

REASON FOR WORK:

Vehicle struck side of cabinet damaging cabinet preventing door from closing and latching. Commission staff removed major assemblies from cabinet, chain locked and covered with tarp.

MINIMUM RESPONSE TIME:

None

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

S.S. Cabinet

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: _____

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Pipeline
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the March 20, 2014, DuPage Water Commission Meeting Resolution No. R-7-14	APPROVAL   
<p>Account Number: 01-60-6631</p> <p>The Commission entered into certain agreements dated July 1, 2013 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-7-14 would approve the following Work Authorization Orders under the Quick Response Contracts.</p> <p>Work Authorization Order No. 004 to Rossi Contractors, Inc. This Work Authorization was issued, and the work started, prior to board approval and was in response to the discovery of water surfacing from above a Commission 30" PCCP main located within the confines of our easement with the Metropolitan Rail Corporation (METRA) approximately 600 L.F. west of Catalpa Ave. in the City of Itasca.</p> <p>After the pipe had been exposed, it was discovered that the leak was the result of the structural failure of the pipe. The pipe section in question was damaged beyond repair necessitating its removal and replacement. Once the work to remove the damage pipe section had begun, work continued around the clock until the replacement pipe and fittings were in place, and all pipe joints had been adequately restrained.</p> <p>The general scope of this work included: excavating and exposing Commission facilities, locating and identifying the pipe in need of repair, dewatering the main, repairing the failure by means of pipe removal and replacement, installing pipe restraints and corrosion control devices, disposal of unsuitable materials, backfilling the excavation with excavated and virgin materials, restoring the area to its existing condition, and pipeline disinfection.</p> <p>The pipe section that failed was in the same area where METRA constructed and operated a spur track within the limits of our easement, adjacent to and over our facilities, without the Commission's prior knowledge or consent, and in violation of the Commission's easement rights.</p> <p>The total cost for this work is not known at this time but is estimated to range between \$125,000.00 and \$145,000.00.</p> <p>MOTION: To adopt Resolution No. R-7-14</p>	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-7-14

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-10/13 AT THE
MARCH 20, 2014, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated July 1, 2013, with John Neri Construction Co. and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-10/13"); and

WHEREAS, Contract QR-10/13 is designed to allow the Commission to direct one or more or all of the quick response contractors to perform 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 quick response construction work could not have been reasonably foreseen at the time the contracts were signed; and

WHEREAS, it is the opinion of the Commission that the work authorized by this Resolution is necessitated due to the construction and operation of a spur track, adjacent to and over Commission facilities, by the Metropolitan Rail Corporation("METRA"), without the Commission's prior knowledge or consent, in violation of the Commission's easement rights. Commission staff is authorized and directed to seek reimbursement from METRA for the damages resulting from METRA'S actions in violation of the Commission's easement rights.

Resolution No. R-7-14

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 _____, 2014.

Resolution No. R-7-14

Chairman

ATTEST:

Clerk

Board/Resolutions/R-7-14.docx

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-10/13: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-10.004

LOCATION:

METRA R.O.W. approximately 600 L.F. west of Catalpa Ave. in the City of Itasca.

CONTRACTOR:

Rossi Contractors Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls, excavate and expose Commission facilities, locate and identify the area(s) of pipe in need of repair, dewater the main if necessary, repair the failed pipe areas(s) by means of welded patch panel(s), repair band(s), repair sleeve(s), pipe replacement, or by other methods as may be necessary or as directed by the Commission. Install pipe restraints and corrosion control devices as necessary, dispose of unsuitable materials, backfill the excavation with excavated and/or virgin material, restore the area to its existing condition, pipeline disinfection and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

Investigate and repair the source of a leak in a Commission 30" diameter PCCP water main.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:
N/A

SUBMITTALS REQUESTED: N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: N/A

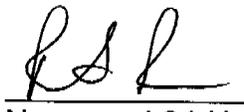
DUPAGE WATER COMMISSION

By: 
Signature of Authorized Representative

DATE: 2/14/14

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: 
Signature of Authorized Representative

Safety Rep:  312 718-6879
Name and 24-Hr Phone No.

DATE: 2-14-14

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering and Construction Committee	ORIGINATING DEPARTMENT Facilities Construction/Safety Coordinator
ITEM To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the Purchase and Installation Services for an Additional Four (4) PAX mixers from Utility Service Company at an Estimated Cost of \$198,400.00	APPROVAL 

Account Number: 01-60-7708.01

In order to optimize water quality throughout the Commission's water distribution and storage system, Staff is recommending the installation of tank mixing systems at all Standpipes. As part of a long term comprehensive water quality optimization program, Staff is recommending removing standpipes from service and installing a PAX PWM-600 mixer in each.

There are several benefits of installing the PAX submersible mixer over other forms of active or passive mixing systems: Continuous (24/7) tank mixing regardless of system pumping and distribution operations; The least in equipment costs; the least in construction costs (least amount of time and labor & equipment costs); the least amount of structural or mechanical adaptation required on the tank; and the least invasive to the internal infrastructure of the tank (cathodic protection systems).

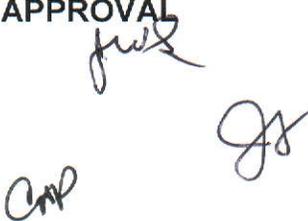
Under a previous Request for Board Action (August 2013), the Board approved the purchase and installation of a single PAX PWM-500 for Tank 4W. After some minor installation issues were corrected, the mixer has been operational 100% of the time. Over the past several months, Staff and the mixer representatives have inspected Tank 4W against its sister Tank 4E as well as another tank. Tank 4W, the tank with the PAX mixer, has notably less ice formation on the tank walls. The mixer manufacturer, the local mixer representatives and Staff feel that it is a reasonable assumption that the lessened ice formation in Tank 4W is indicative of better water movement and better mixing of water, which is the desired outcome.

In addition, The mixer manufacturer has indicated better mixing of the water could be achieved by upsizing the mixer in Tank 4W and installing the larger size mixers in the remaining tanks. The mixer manufacturer has offered the Commission an upsize to the currently installed smaller mixer at no charge if the Commission purchases and installs four (4) of the larger mixers.

For information purposes, Staff would, through the Electrical Quick Response Contract (QRE) and at a later request for Board action, be seeking authorization to bring electrical

AGENDA SECTION	Engineering and Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction/Safety Coordinator
ITEM	To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the Purchase and Installation Services for an Additional Four (4) PAX mixers from Utility Service Company at an Estimated Cost of \$198,400.00	APPROVAL	
<p>service and data transmission wiring from the Commission's power panel and Remote Telemetry Unit to the PAX mixer to provide power and monitoring of the mixing system.</p>			
<p>This request would authorize the purchase and installation of the PAX mixers from Utility Service Company as the exclusive supplier for PAX Water Technologies, Inc. in the Northern Illinois market.</p>			
<p>\$1.8MM was budgeted in the FY 2013/2014 Annual Management Budget for a standpipe mixing system.</p>			
<p>Board approval is required due to the sole source supply for the estimated expense of \$198,400.00.</p>			
<p>MOTION: To suspend DWC purchasing procedures and authorize the General Manager to purchase an additional four (4) PAX mixers and installation services from Utility Service Company at an estimated cost of \$198,400.00.</p>			

REQUEST FOR BOARD ACTION

AGENDA SECTION New Business	ORIGINATING DEPARTMENT Instrumentation/ Remote Facilities									
ITEM Authorization to purchase Surge Protective Devices from Steiner Electric Company for the amount of \$33,999.00	APPROVAL 									
Account Number: 01-60-6633										
<p>This request for board action is to give the General Manager the authorization to purchase Surge Protective Devices (SPD) from Steiner Electric Company in the amount of \$33,999.00. This purchase is for 100 SPD's to use in place of older TVSS's that were installed in breaker panels at all remote facilities more than 15 years ago to help protect the electronic circuits in the remote terminal units from voltage spikes and surges. Staff has recently learned that the original SPD's may or may not be functional and according to the manufacturer there is no way to test if it is functional and that is why newer models have visual indicators.</p>										
<p>In conjunction with Resolution R-6-14 for work authorization order QRE-6.003 staff is recommending to provide the contractor with SPD's to install while they are correcting other issues in the breaker panels. The remaining units will over time be installed in place of the original TVSS's by staff.</p>										
<p>Staff requested sealed proposals from four vendors and found we could get a much better price than the contractors if buying in quantity. Only two vendors supplied sealed proposals, see table.</p>										
<table border="1"> <thead> <tr> <th>Vendor</th> <th>Make and Model of SPD</th> <th>Quote for Qty 100</th> </tr> </thead> <tbody> <tr> <td>Steiner Electric Company</td> <td>GE TLE120S050WM</td> <td>\$339.99/each</td> </tr> <tr> <td>Graybar</td> <td>GE TLE120S050WM</td> <td>\$708.79/each</td> </tr> </tbody> </table>		Vendor	Make and Model of SPD	Quote for Qty 100	Steiner Electric Company	GE TLE120S050WM	\$339.99/each	Graybar	GE TLE120S050WM	\$708.79/each
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<p>MOTION: To give the General Manager the authorization to purchase Surge Protective Devices from Steiner Electric Company for the amount of \$33,999.00.</p>										