



DuPage Water Commission

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

AGENDA

**DUPAGE WATER COMMISSION
THURSDAY, OCTOBER 8, 2009
7:30 P.M.**

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

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
(Majority of the Commissioners then in office—minimum 7)
- III. Public Comments (limited to 5 minutes per person)
- IV. Approval of Minutes
 - A. Regular Meeting of September 10, 2009
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the September 10, 2009 Regular Meeting of the DuPage Water Commission (Voice Vote).

- B. Executive Session of September 10, 2009
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Executive Session Minutes of the September 10, 2009 Regular Meeting of the DuPage Water Commission (Voice Vote).

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

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

- VI. Committee Reports
 - A. Administration Committee
 1. Report of 10/8/09 Administration Committee

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

2. Actions on Items Listed on 10/8/09 Administration Committee
- B. Engineering & Construction Committee
 1. Report of 10/8/09 Engineering & Construction Committee
 2. Actions on Items Listed on 10/8/09 Engineering & Construction Committee
 - C. Finance Committee
 1. Report of 10/8/09 Finance Committee
 2. Actions on Items Listed on 10/8/09 Finance Committee Agenda
- VII. Chairman's Report
- VIII. Omnibus Vote Requiring Majority Vote
- A. Resolution No. R-54-09: A Resolution Awarding a Contract for the Construction of Corrosion Protection and Control for the South Transmission Main (Contract TS-8/09)
(Concurrence of a Majority of the Appointed Commissioners—7)
 - B. Resolution No. R-60-09: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Peters & Associates, Inc. at the October 8, 2009, DuPage Water Commission Meeting
(Concurrence of a Majority of the Appointed Commissioners—7)
 - C. Resolution No. R-62-09: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
 - D. Resolution No. R-63-09: A Resolution Releasing Certain Executive Session Meeting Minutes at the October 8, 2009, DuPage Water Commission Meeting
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
- RECOMMENDED MOTION: To adopt the items listed on the Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**
- IX. Omnibus Vote Requiring Super-Majority or Special Majority Vote
- A. Resolution No. R-56-09: A Resolution Approving and Ratifying Certain Contract Change Orders at the October 8, 2009, DuPage Water Commission Meeting
(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

- B. Resolution No. R-57-09: A Resolution Amending Resolution No. R-13-09, being "A Resolution Approving a First Amendment to Task Order No. 24 Under the Master Contract with AECOM USA, Inc."

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

- C. Resolution No. R-58-09: A Resolution Amending Resolution No. R-14-09, being "A Resolution Approving a First Amendment to Task Order No. 25 Under the Master Contract with AECOM USA, Inc."

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

- D. Resolution No. R-59-09: A Resolution Approving and Authorizing the Execution of a Sixth Amendment to the Contract for Design of Concrete Reservoirs and Other Improvements at the DuPage Pump Station

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

- E. Resolution No. R-61-09: A Resolution Approving and Authorizing the Quit Claim of a Temporary Construction Easement to the City of Chicago for the Reconstruction of the South Laramie Avenue Viaduct

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

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

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

X. Old Business

- A. Resolution No. R-64-09: A Resolution Approving and Authorizing the Execution of an Agreement between the DuPage Water Commission and the City of Naperville Regarding Contract TS-7/09 Relocation Work

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

- B. Resolution No. R-55-09: A Resolution Awarding a Contract for the Construction of the 30-Inch Diameter Water Main Relocation—75th and Washington Streets (Contract TS-7/09)

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

XI. New Business

- A. Annual Audit Report for the Fiscal Year Ended April 30, 2009.

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

RECOMMENDED MOTION: To accept the draft Audit Report for the Fiscal Year ending April 30, 2009, direct the auditors to print the final report and direct staff to distribute copies (Voice Vote).

B. Property and Liability Insurance

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

RECOMMENDED MOTION: To purchase property and liability insurance coverage in accordance with the September 28, 2009, Insurance Proposal prepared by Arthur J. Gallagher Risk Management Services, Inc., for a total premium of \$480,023 (Roll Call).

C. Commonwealth Edison Customer Work Agreement Memorandum Dated September 22, 2009 for Emergency Generation Facility Related Distribution System Improvements at the Lexington Pumping Station

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

RECOMMENDED MOTION: To approve and accept the Commonwealth Edison Customer Work Agreement Memorandum dated September 22, 2009 and remit the requested construction deposit payment in the amount of \$596,000.00 (Roll Call).

XII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$30,805.21 subject to submission of all contractually required documentation (Roll Call).

XIII. Executive Session

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

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

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

XIV. Adjournment

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

**MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, SEPTEMBER 10, 2009
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

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

Commissioners in attendance: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, J. Zay (as of 7:35 P.M.), D. Zeilenga, and L. Rathje

Commissioners Absent: W. Maio and W. Mueller

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

PUBLIC COMMENTS

Charlene Manusos of Manusos General Contracting, Inc., Fox Lake, IL., the second low bidder on the Commission's Contract MS-18/09 for the construction of DuPage County Meter/Pressure Adjusting Stations 9A and 9B, expressed her belief that all bid documents were properly submitted and asked the Board to reconsider staff's award recommendation.

Commissioner Zay arrived at 7:35 P.M.

APPROVAL OF MINUTES

Commissioner Elliott moved to approve the Minutes of the August 13, 2009 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Chaplin moved to approve the Minutes of the September 2, 2009 Special Meeting of the DuPage Water Commission. Seconded by Commissioner Zay and approved by a Voice Vote.

Majority voted aye with Commissioner Hartwig abstaining. Motion carried.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report for the month of August 2009 which showed receipts of \$6,787,990.00, disbursements of \$6,276,693.00, and a cash and investment balance of \$62,751,316.00.

Commissioner Saverino moved to accept the August 2009 Treasurer's Report. Seconded by Commissioner Zay and unanimously approved by a Voice Vote.

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All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Reported by Commissioner Murphy

Commissioner Murphy reported that the Administration Committee reviewed all items listed on the Administration Committee agenda. Commissioner Murphy advised that the Administration Committee requested that representatives of the Brookfield-North Riverside Water Commission attend the October Administration Committee to provide more detail on their request for water service. Commissioner Murphy further advised that the Administration Committee requested that staff prepare a more comprehensive analysis of the issues that need to be evaluated and the policy decisions that need to be made before the Board determines whether to provide water outside of the Commission's territorial limits as recently requested by various entities.

Next, Commissioner Murphy reported that the Administration Committee reviewed the Updated FY 2009-2010 Project Schedule and requested that an executive summary be provided with each quarterly update.

Lastly, Commissioner Murphy reported that the Administration Committee agreed to defer to the recommendations of the Finance Committee regarding whether the Commission should join the National Institute of Government Purchasing or have the National Institute of Government Purchasing perform a management audit of the Commission's purchasing procedures.

Engineering & Construction Committee – Reported by Commissioner Hartwig

Commissioner Hartwig reported that even though there was no meeting due to lack of a quorum, the Engineering & Construction Committee members present discussed the items listed on the Engineering & Construction Committee agenda and would offer individual comments at the appropriate time in the meeting.

Finance Committee – Reported by Commissioner Mathews

Commissioner Mathews reported that the Finance Committee reviewed and recommended for approval all items listed on the Finance Committee Agenda. With regard to Financial Administrator Richter's memorandum regarding Timing of Water Rate Increases, Commissioner Mathews reported that it was the consensus of the Committee not to make any changes at this time. Commissioner Mathews concluded his report by noting that the Committee reviewed the National Institute of Government Purchasing Program and is recommending not moving forward with any further evaluations.

In referring back to the water rate increase discussion, Commissioner Zay stated that he did not understand staff's memorandum on the timing of water rate increases. General Manager Martin explained that the City of Chicago usually informs the Commission prior

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to January 1 whether or not there will be a water rate increase and should that happen, the Commission adjusts its water rates accordingly to cover the lost cost during the 3-month interim (January – April) until the Commission's own water rate increase goes into effect.

CHAIRMAN'S REPORT

Chairman Rathje reminded the Board of two upcoming events: (1) the Water Conservation breakfast being held on Tuesday, November 17th at BoBak's Signature Room and; (2) the Commissioner's Holiday party being held on Friday, December 18th at the Club House and encouraged all Commissioners to attend both events.

MAJORITY OMNIBUS VOTE AGENDA

None

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

Commissioner Chaplin requested that Resolution No. R-52-09 be removed from the Super/Special Majority Omnibus Vote Agenda for separate consideration. Commissioner Zay requested that Resolution No. R-53-09 be removed from the Super/Special Majority Omnibus Vote Agenda for separate consideration. Commissioner Bennington requested that Resolution No. R-49-09 be removed from the Super/Special Majority Omnibus Vote Agenda for separate consideration.

In an effort to keep all items listed on the Super/Special Majority Omnibus Vote Agenda as a single group and not remove each Resolution for separate consideration, Commissioner Hartwig suggested that staff address the Board's concerns regarding the various resolutions for more clarification.

With respect to Resolution No. R-49-09, Commissioner Bennington advised that one of the vendors mentioned provides services to Commissioner Bennington's law firm and Commissioner Bennington asked whether that would constitute a conflict. Staff Attorney Crowley advised that unless Commissioner Bennington's law firm compensation or affiliation was somehow dependent upon whether the vendor obtained a contract with the Commission, there was no conflict. Commissioner Bennington then withdrew his request that Resolution No. R-49-09 be removed from the Super/Special Majority Omnibus Vote Agenda for separate consideration.

With regard to Resolution No. R-50-09, Commissioner Hartwig noted that members of the Engineering & Construction Committee were growing frustrated with the fact that sealed bids were received yet requests for additional expenses seems to be ongoing and asked staff to explain. Facilities Construction Supervisor Bostick explained these changes were due to the extended review by the City of Chicago's Department of Buildings (DOB), Office of Underground Coordination (OUC) and Department of Environment (DOE), and the additional work requested by DOE and the Chicago Transit Authority (CTA) in order to receive DOB permit approval. Facilities Construction

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Supervisor Bostick added that even though the Engineers contacted all of these agencies during design, and submitted, and revised and resubmitted, preliminary design drawings when requested by an agency, it was not until Contract PSC-4/08 had been bid, awarded, and the PSC-4 Contractor made application to DOB that these agencies performed an official review of the project. Facilities Construction Supervisor Bostick then highlighted the two most significant changes. Facilities Construction Supervisor Bostick noted that despite acceptable results from the engineering analysis of the possible impacts of the new buildings on the CTA's adjacent property and facilities, the CTA insisted that both building foundations be placed on caissons in order to resolve their concerns, which was a condition to receiving DOB permit approval. Similarly, in order to resolve DOE concerns, which was also a condition to receiving DOB permit approval, Facilities Construction Supervisor Bostick advised that the DOE insisted that the underground fuel storage tanks be relocated, causing other design changes, because a portion of one tank was above and in the same vertical plane as an existing 60" storm sewer even though the Commission agreed to line the sewer to prevent infiltration.

Commissioner Hartwig asked whether Resolution No. R-50-09 included the last of the changes required in connection with DOB permit approval and whether, by acceding to the CTA's request, the Commission would be relieved of liability. Facilities Construction Supervisor Bostick answered both questions in the negative. General Manager Martin added that staff had multiple discussions with the Chicago Transit Authority Permit Department and it wasn't until after the bid and award of the contract that they came forward with a list of additional requirements.

With regard to Resolution No. R-51-09, Facilities Construction Supervisor Bostick explained that the cost increase under the Engineers contract was needed to account for the significant, unanticipated excess engineering assistance required in the DOB permit application process, including satisfying the requests and preferences of various agencies and reviewing authorities, and to account for the additional technical observation and construction engineering services that will be required due to the associated delays in project completion and the extra work added during the permit review process. General Manager Martin added that the Engineers agreed to eliminate any profit from their requested increase.

With regard to Resolution R-52-09 and not awarding the contract to the low bidder due to incomplete documentation, Commissioner Chaplin noted that reconsideration of the low bidder should be revisited considering taxpayer money is being used to fund the project. Staff Attorney Crowley advised that because courts have found material bid bond deficiencies to be mandatory causes for rejection, staff recommended that the proposals of the two low dollar bidders be rejected as unresponsive.

After Commissioner Elliott confirmed with the Staff Attorney that in the bidding documents the Commission reserved the right to reject all bids received, Commissioner Elliott suggested that it might be in the best interests of the Commission, strictly from a cost standpoint, to reject all bids received and rebid the project. General Manager

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Martin stated that the Board certainly has the option to reject all bids and rebid the project, but noted that the County of DuPage, who is paying for the project, agreed with the award of the contract as recommended by staff and that if the Board directs staff to rebid the project, it will delay the project by several months and the County has previously expressed its desire that the project proceed as expeditiously as possible.

Commissioner Zay noted that fatal flaws happen in bids all the time and urged the Board to move forward with the lowest responsive bidder that submitted all necessary documentation. Commissioner Zay further noted that when you try to ignore incomplete documentation, it acts as a domino effect which would then open the Commission up to potential lawsuits from those that submitted all the necessary documentation correctly. Commissioner Mathews agreed with Commissioner Zay and urged the Board to move forward with staff's recommendation.

With regard to Resolution No. R-53-09, Commissioner Zay expressed concern that the Commission's engineering work was being concentrated in a single firm. General Manager Martin advised that the Commission has entered into agreements with several different engineering firms and that the work is fairly evenly allocated depending upon specialties and prior experience with related Commission projects. After Commissioner Zay requested that the original Master Contract (May 14, 2004) with AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc., be updated, Commissioner Zay withdrew his request that Resolution No. R-53-09 be removed from the Super/Special Majority Omnibus Vote Agenda for separate consideration.

Commissioner Bennington asked Staff Attorney Crowley to explain why the various change order and amendment resolutions contain Board findings concerning the legitimacy of the changes involved. Staff Attorney Crowley advised that those written findings were required by Article 33E of the Illinois Criminal Code before changes are made to a public contract that increase or decrease the contract price by \$10,000 or more or the time of completion by 30 days or more.

There being no further discussion, Commissioner Hartwig moved to adopt the items listed on the revised Super/Special Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Zay and unanimously approved by a Roll Call Vote:

Super/Special Majority Omnibus Vote

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Maio and W. Mueller

Item 1: Resolution No. R-49-09: A Resolution Approving and Authorizing the Execution of a Second Amendment to the Contract for Document

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Management System Consulting Services—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-50-09: A Resolution Approving and Ratifying Certain Contract Change Orders at the September 10, 2009, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-51-09: A Resolution Approving a Third Amendment to Task Order No. 5 under the Master Contract with Greeley and Hansen LLC—"Super/Special Majority Omnibus Vote"

Item 4: Resolution No. R-53-09: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM USA, Inc. at the September 10, 2009, DuPage Water Commission—"Super/Special Majority Omnibus Vote"

Commissioner Hartwig moved to adopt Resolution No. R-52-09: A Resolution Awarding a Contract for the Construction of DuPage County Meter/Pressure Adjusting Stations 9A and 9B (Contract MS-18/09). Seconded by Commissioner Saverino and approved by a Roll Call Vote:

Ayes: T. Bennington, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: E. Chaplin and T. Elliott

Absent: W. Maio and W. Mueller

OLD BUSINESS

Commissioner Hartwig thanked staff for providing the order of events relating to the relocation of the South Transmission Main at 75th and Washington Streets in the City of Naperville. Commissioner Hartwig suggested sharing the same order of events with the City of Naperville and County of DuPage to see if they are in agreement with the facts as stated, as well as asking for an answer to the often asked but unanswered questioned as to why the underpass ramp was not aligned to more closely tie up with the existing bike path to avoid a conflict with the Commission's watermain.

Commissioner Zay noted that he had asked staff members at the County of DuPage to update the County's costs relating to the joint 75th and Washington Street project which will then be forwarded to the Board for review.

NEW BUSINESS

Commissioner Bennington moved to approve and accept the Commonwealth Edison Customer Work Agreement Memorandum dated August 12, 2009 and remit the

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requested construction deposit payment in the amount of \$477,000.00. Seconded by Commissioner Elliott and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Maio and W. Mueller

Commissioner Zay moved to authorize the General Manager to execute a Nicor Customer Work Agreement for W.O. 118858/318858 and remit a pre-construction payment in an amount not to exceed \$75,000.00. Seconded by Commissioner Bennington and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Maio and W. Mueller

ACCOUNTS PAYABLE

Commissioner Elliott moved to approve the Accounts Payable in the amount of \$28,811.18 subject to submission of all contractually required documentation. Seconded by Commissioner Mathews and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Maio and W. Mueller

EXECUTIVE SESSION

Commissioner Murphy moved to go into Executive Session to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2). Seconded by Commissioner Zay and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Maio and W. Mueller

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The Board went into Executive Session at 8:15 P.M.

Commissioner Saverino moved to come out of Executive Session at 8:22 P.M.
Seconded by Commissioner Zay and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Saverino moved to adjourn the meeting at 8:26 P.M. Seconded by
Commissioner Zay and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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DuPage Water Commission

MEMORANDUM

TO: Chairman Rathje and Commissioners

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

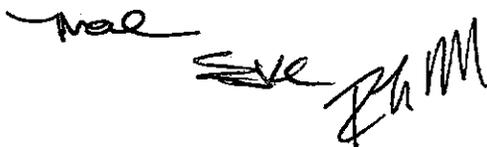
DATE: October 2, 2009

SUBJECT: Status of Treasurer's Report

Rick Skiba came in to assist with the month end close for September. Because he is unfamiliar with the Commission's Incode operating system he was unable to locate the necessary data to complete the Treasurer's Report. The report will be completed next week once he has learned more about the Incode system.

DATE: October 2, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Awarding a Contract for the Construction of Corrosion Protection and Control for the South Transmission Main (Contract TS-8/09) Resolution No. R-54-09	APPROVAL	
Account No. 01-60-6632			
<p>On August 26, 2009, the Commission invited sealed bids for the construction of Corrosion Protection and Control for the South Transmission Main (Contract TS-8/09). The Commission advertised for bids on two separate occasions in the <i>Chicago Tribune</i> and, in addition, posted the invitation for bids on the Commission's web site.</p> <p>Sealed bids were received until 1:00 p.m., local time, September 25, 2009, at which time all bids were publicly opened and read aloud. The engineer's estimate was \$350,000.00 and the following base bid, from the sole bidder out of the six contractors that purchased plans, was received:</p>			
R. Cleveland U.G. Technologies, Corp.		\$742,720	
<p>The apparent lack of contractor interest in this project is due in large part to the specialized nature of certain aspects of the work. Specifically, the main component of the work requires the installation of 2 deep well anode groundbeds. The groundbed installations consist of vertical columns drilled from a minimum of 120 feet, to a maximum of 270 feet, or approximately the length of a football field, in depth. These columns will extend near or through varying soil conditions, some of which may include rock or rock formations. As a consequence, each type of subsurface condition encountered will require its own separate means and methods of construction insofar as drilling, dewatering, and preservation of the column are concerned. Contractors skilled in deep well drilling are comparatively few to begin with, and those with experience in deep well drilling and corrosion mitigation installations are fewer still.</p> <p>The Board has approved Task Orders with EN Engineering related to field testing and design services aimed at addressing known corrosion control issues occurring on the South Transmission Main. Approval of this resolution will address these issues by authorizing the construction of facilities specifically designed to prevent further damage which could lead to premature failure and costly replacement of the main. Approval of Resolution No. R-54-09 would award the contract to R. Cleveland U.G. Technologies, Corp., in the base bid amount of \$742,720.00</p>			
MOTION: To approve Resolution No. R-54-09.			

DUPAGE WATER COMMISSION**RESOLUTION R-54-09****A RESOLUTION AWARDING
A CONTRACT FOR THE CONSTRUCTION OF
CORROSION PROTECTION AND CONTROL
FOR THE SOUTH TRANSMISSION MAIN
(Contract TS-8/09)**

WHEREAS, sealed bids for Contract TS-8/09: Construction of Corrosion Protection and Control for the South Transmission Main were received on September 25, 2009; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the proposal of R. Cleveland U.G. Technologies, Corp. was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards Contract TS-8/09: Contract for the Construction of Corrosion Protection and Control for the South Transmission Main to R. Cleveland U.G. Technologies, Corp. for the unit prices set forth in its proposal, initially amounting to \$742,720.00, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Contract that is acceptable to the DuPage Water Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2009.

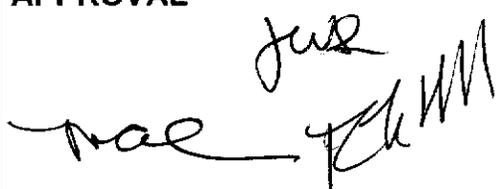
Chairman

ATTEST:

Clerk

DATE: October 2, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Peters & Associates, Inc. at the October 8, 2009, DuPage Water Commission Meeting Resolution No. R-60-09	APPROVAL	
Account No.: 01-60-6280			
<p>The Commission entered into a master contract with Peters & Associates, Inc. dated April 10, 2009, for computer consulting services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-60-09 would approve the following Task Orders under the Master Contract:</p> <p>Task Order No. 6: Upgrade E-Mail Exchange Server Hardware</p> <p>Task Order No. 6 will authorize Peters & Associates to perform the following basic tasks to move the Commission's E-mail Exchange Server to the new virtual server hardware to help ensure ongoing reliability:</p> <ul style="list-style-type: none">• Install and patch Exchange 2007 Standard on the Virtual Machine• Test move 5-7 mailboxes to the new Exchange server.• Redirect Arc Mail Defender to work with the new Exchange Server.• Re-configure and virtualize Blackberry Enterprise Server to work with the new Exchange server.• Set up Symantec Backup Exec to back up the new Exchange properly.• Knowledge transfer and training so that DuPage IT staff can move the remainder of the mailboxes.• Provide 1 day of Exchange 2007 administration training to DuPage IT staff. <p>The cost of this Task Order is not-to-exceed \$8,100.00.</p>			
MOTION: To approve Resolution No. R-60-09.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-60-09

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH PETERS & ASSOCIATES, INC. AT THE
OCTOBER 8, 2009, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Peters & Associates, Inc. (the "Consultant") dated April 10, 2009, to provide, from time to time, computer consulting services in connection with various projects of the Commission (the "Master Contract"); and

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

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

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

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

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

Resolution No. R-60-09

staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2009.

Chairman

ATTEST:

Clerk

EXHIBIT 1

TASK ORDER NO. 6

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner" or "DWC") and Peters & Associates, Inc. ("Consultant" or "P&A") for Computer Consulting Services dated April 10, 2009 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Upgrade E-Mail Exchange Server Hardware

2. **Services of Consultant:**

The following sections detail the scope of work for each of the various components included in this project:

1. Finalize Exchange 2007 design.
2. Create Windows 2008 32/64-bit server instance to be used as a server template.
3. Install and patch Exchange 2007 Standard on the Virtual Machine.
4. Set up public folder replication and make sure the replication is completed successfully.
5. Test move 5-7 mailboxes to the new Exchange server.
6. Redirect Arc Mail Defender to work with the new Exchange Server.
7. Modify Mail flow as required.
8. Re-configure and virtualize Blackberry Enterprise Server to work with the new Exchange server.
9. Set up Symantec Backup Exec to back up the new Exchange properly.
10. Knowledge transfer and training so that DWC IT staff can move the remainder of the mailboxes.
11. Provide 1 day of Exchange 2007 administration training to DWC staff.
Decommission the old Exchange Server.

Assumptions:

1. Client will purchase Windows 2008 Client Access Licenses (CALs).
2. Client will provide meeting and/or work space as required.
3. Client will provide Internet connection if needed.
4. Client will use existing virtual host server.
5. Existing server will have sufficient hard drive space to accommodate all mailbox files.

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

None

4. **Commencement Date:**

October 9, 2009

5. **Completion Date:**

November 30, 2009

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Larry Jensen, Senior Account Manager

John Stedronsky, Project Manager

8. **Contract Price:**

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

Notwithstanding the foregoing, the total Contract Price shall not exceed \$8,100.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel engaged directly on the Project, whether as owners or employees, as set forth below:

Principal Architect

Monday – Friday, 8am – 5pm	\$200.00/hr
All other hours	\$250.00/hr

Senior Consultant and Project Manager:

Monday – Friday, 8am – 5pm	\$150.00/hr
All other hours	\$195.00/hr

Senior Technician:

Monday – Friday, 8am – 5pm	\$75.00/hr
All other hours	\$95.00/hr

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

10. **Special Safety Requirements:**

None

11. **Modifications to Contract:**

None

12. **Attachments:**

None

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

The Effective Date of this Task Order is October 9, 2009.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin, P.E.
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John Schori
Title: Instrumentation & Remote Facilities Supervisor
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: schori@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

PETERS & ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Larry Jensen
Title: Senior Account Manager
Address: 1801 South Meyers Road, Suite 120, Oakbrook Terrace, Illinois 60181
E-mail Address: larry.jensen@peters.com
Phone: (630) 832-0075
Fax: (630) 832-9636

REQUEST FOR BOARD ACTION

<p>AGENDA SECTION Omnibus Vote Requiring Majority Vote</p> <p><i>[Signature]</i></p>	<p>ORIGINATING DEPARTMENT Instrumentation/ Remote Facilities</p> <p>Pipeline</p> <p>Facilities Construction</p>
<p>ITEM A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission</p> <p>Resolution No. R-62-09</p>	<p>APPROVAL</p> <p><i>[Signatures]</i></p>
<p>Account Number: N/A</p> <p>Resolution No. R-62-09 is a Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission. This Resolution authorizes the General Manager to dispose of the assets listed on Exhibit A to the Resolution or, if already disposed of, ratifies and confirms their disposal because these assets are or were no longer useful to the Commission. With respect to the vehicles listed on Exhibit A, the vehicles listed are scheduled to be or were traded in towards the purchase of replacement vehicles in accordance with either the age or mileage criterion set forth in Commission's Vehicle Replacement Policy.</p>	
<p>MOTION: To approve Resolution No. R-62-09</p>	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-62-09

A RESOLUTION AUTHORIZING AND RATIFYING
THE DISPOSAL OF CERTAIN PERSONAL PROPERTY
OWNED BY THE DUPAGE WATER COMMISSION

WHEREAS, the DuPage Water Commission is authorized to sell or otherwise dispose of personal property pursuant to 65 ILCS 5/11-135-6; and

WHEREAS, in the opinion of the Board of Commissioners of the DuPage Water Commission, the personal property described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Property") is no longer necessary or useful to or for the best interests of the DuPage Water Commission to retain or, if already disposed of, was not necessary or useful to or for the best interests of the DuPage Water Commission to retain;

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

SECTION ONE: The Board of Commissioners of the DuPage Water Commission hereby finds and determines that the Property is no longer necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission will be served by its disposal or, if already disposed of, was not necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission were served by its disposal.

SECTION TWO: The General Manager is hereby authorized to dispose of the Property in such manner as the General Manager shall determine or, if already disposed

Resolution No. R-62-09

of, the Board of Commissioners of the DuPage Water Commission hereby ratifies and confirms its disposal.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2009.

Chairman

ATTEST:

Clerk

Board\Resolutions\R-62-09.docx

EXHIBIT A

<u>Quantity</u>	<u>DWC Inventory # or VIN</u>	<u>Description</u>	<u>Date Purchased</u>	<u>Purchase Price</u>
1	1234	3COM 10/100 HUB, 24 PORT	09/13/99	\$781.14
1	1271	PENTIUM 3, 1GHZ COMPUTER	04/18/01	\$1,156.00
1	1272	PENTIUM 3, 1GHZ COMPUTER	04/18/01	\$1,156.00
1	1273	PENTIUM 3, 1GHZ COMPUTER	04/18/01	\$1,156.00
1	VIN IFMZU72E12ZC34624	2002 Ford Explorer	05/14/02	\$21,770.00
1	VIN 1FDXX47S43EB87271	2003 Ford F-450	02/28/03	\$31,777.00
1	VIN 1FDSX35S74EB45296	2004 Ford F-350	01/21/04	\$30,232.00
1	VIN 1FMPU16L04LB07477	2004 Ford Expedition	03/17/04	\$18,301.00
1	VIN 1GCGK29R5VE136320	1997 Chevrolet Pick Up (2008 Trade In)	10/14/96	\$20,570.23
1	VIN 2FALP73WOTW18822 5	1996 Ford Crown Victoria (2005 Trade In)	04/06/96	\$15,784.00
1	VIN 1FMPU16L62LA87734	2002 Ford Expedition XLT (2009 Trade In)	01/31/02	\$24,008.00
1	VIN 2FALP73W6VX235700	1997 Ford Crown Victoria (2007 Trade In)	10/31/97	\$18,900.00
1	VIN 2FAFP74W63X176317	2003 Ford Crown Victoria	1/23/03	\$22,475.00

DATE: October 2, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Releasing Certain Executive Session Meeting Minutes at the October 8, 2009, DuPage Water Commission Meeting Resolution No. R-63-09	APPROVAL	
<p>Pursuant to the Illinois Open Meetings Act, the Board is required to periodically review its closed meeting minutes to determine if they are eligible for release to the public. Staff recommends that the minutes of the closed meeting of September 10, 2009, May 14, 2009, January 8, 2009, and June 9, 1988 be released to the public because, in staff's view, they no longer contain information requiring confidential treatment. It is also staff's recommendation that the minutes of all of the other closed meetings of the Board that have not been previously released to public should not be released to the public because they continue to contain information requiring confidential treatment.</p>			
MOTION: To approve Resolution No. R-63-09.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-63-09

A RESOLUTION RELEASING CERTAIN
EXECUTIVE SESSION MEETING MINUTES AT THE
OCTOBER 8, 2009, DUPAGE WATER COMMISSION MEETING

WHEREAS, the Board of Commissioners of the DuPage Water Commission has periodically met in closed session to consider matters expressly exempted from the public meeting requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. (the "Act"); and

WHEREAS, as required by the Act, the Clerk has kept written minutes of all such closed sessions; and

WHEREAS, on October 8, 2009, the Board of Commissioners of the DuPage Water Commission met to review the minutes of all such closed sessions that have not heretofore been made available for public inspection as required by Section 2.06(d) of the Act; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission determined that the need for confidentiality still exists as to the minutes of the closed session meetings set forth in Schedule A attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission further determined that the minutes of the closed session meetings set forth in Schedule B attached hereto and by this reference incorporated herein and made a part hereof no longer require confidential treatment and should be made available for public inspection;

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

SECTION ONE: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: Release. The minutes of the closed session meetings set forth in Schedule B attached hereto shall be and they hereby are released.

SECTION THREE: Inspection and Copying. The Clerk shall be and hereby is authorized and directed to make said minutes available for inspection and copying in accordance with the standing procedures of the DuPage Water Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2009.

Chairman

ATTEST:

Clerk

Resolution No. R-63-09

SCHEDULE A

May 13, 2004
First Session

Resolution No. R-63-09

SCHEDULE B

September 10, 2009

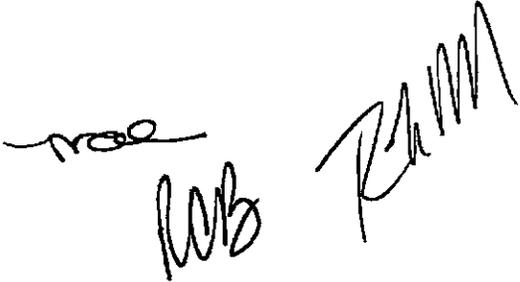
May 14, 2009

January 8, 2009

June 9, 1988

DATE: October 2, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction/Safety Coordinator
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the October 8, 2009, DuPage Water Commission Meeting Resolution No. R-56-09	APPROVAL	
Account Number: 01-60-8201.01- (PSC-4/08) \$3,270.43 01-60-7213.01- (PSD-7/08) \$29,861.00			
Resolution No. R-56-09 would approve the following Change Orders:			
Change Order No. 3 to Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station). Change Order No. 3 would extend the warranty correction period from two years to three years with respect to the Medium Voltage Adjustable Frequency Drives (also known as Variable Frequency Drives or VFD's) because the proposed equipment manufacturer and supplier cannot meet the five-year minimum experience requirement. In addition, Change Order No. 3 would increase the Contract Price by \$3,270.43 for storm sewer manhole adjustments found to be in need of adjustment to meet the road finish elevation.			
Approval of this negotiated Change Order would increase the Contract Price by \$3,270.43, but does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price. The Completion Date would remain as October 21, 2010.			
Change Order No. 5 to Contract PSD-7/08 (Electric Generation Facility and Office/Garage Expansion for the DuPage Pumping Station). This change order would increase the Contract Price by \$29,861.00 due to (1) Plumbing changes required to resolve potential building code conflicts (\$819.00); (2) Decorative fountain piping changes to resolve potential electrical code conflicts (\$12,439.00); (3) Meter Testing Facility drainage system revisions to eliminate the scheduled demolition of necessary piping and resolve the resulting conflict with the structural footings of the Covered Parking Structure (\$15,182.00); (4) Changing the vestibule and corridor concrete floor covering from stain to an epoxy coating to better cover exposed joints (\$0.00); and (5) Adding bentonite water stops at horizontal joints in the Covered Parking Structure as an added measure to prevent ground water seepage (\$1,421.00). The final Contract Completion Date would remain as November 25, 2010.			
When coordinating mechanical and plumbing work in the existing Service Building which is being converted into an electrical facility, it was discovered that existing and proposed facilities for roof drains, mechanical and plumbing piping were scheduled to be placed in proximity of or under the vertical plane of proposed 480 volt electrical facilities. This was determined to be a			

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction/Safety Coordinator
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the October 8, 2009, DuPage Water Commission Meeting Resolution No. R-56-09	APPROVAL	
potential building code violation and required relocation of the roof drains, mechanical and plumbing piping.			
During excavation for a large electrical duct bank, existing plumbing facilities that service the decorative fountain were found in a location that was not accurately depicted on the PSD-1 drawings of record and therefore were in conflict with the new electrical duct bank being installed. Because no field adjustment of the new electrical duct bank was possible without creating a potential electrical code violation, the plumbing facilities require relocation out of the horizontal plane of the electrical duct bank.			
Piping for the Meter Testing Facility drainage system was scheduled for demolition because it was not accurately depicted on the PSD-1 drawings of record. Because this critical piping cannot be demolished and is at the same horizontal plane with two support column footings for the Covered Parking Roof Structure, the drainage system piping required re-routing and both column footings required structural revisions.			
In the existing Service Building in locations where existing concrete floor slabs meet new concrete floor slabs an exposed joint is formed. The specified floor finish called for semi-transparent concrete staining. Upon review of the finish schedule and the exposed joint, it was determined that a solid color epoxy finish would better cover the exposed joint.			
The Contract Drawings do not call for water stops where footing slabs intersect the foundation walls in Covered Parking Structure. However, as ground water has been ever present during the course of construction, the Staff has requested the addition of water stops as an added measure to prevent ground water seepage into the Covered Parking Structure.			
Approval of this negotiated Change Order would increase the Contract Price by \$29,861.00, which is within the cost range estimated by the Engineer, but does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.			
MOTION: To approve Resolution No. R-56-09.			

DUPAGE WATER COMMISSION**RESOLUTION NO. R-56-09****A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
OCTOBER 8, 2009, DUPAGE WATER COMMISSION MEETING**

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

SECTION ONE: The Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, 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 and the Contractors, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law; provided, however, that with respect to the approval and/or ratification of Change Order No. 3 to the Contract for the Construction of Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station (Contract PSC-4/08), such approval and/or ratification by the Board of Commissioners of the DuPage Water Commission is subject to the approval of the City of Chicago as required by the January 22, 2007, Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the Commission and the City of Chicago.

Resolution No. R-56-09

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2009.

Chairman

ATTEST:

Clerk

Board\Resolutions\R-56-09.doc

Exhibit 1

Resolution No. R-56-09

1. Change Order No. 3: Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station) in the amount of \$3,270.43.
2. Change Order No. 5: Contract PSD-7/08 (Electrical Generation Facility and Office/Garage Expansion for the DuPage Pumping Station) in the amount of \$29,861.00.

Total amount of the Change Order(s) is \$33,131.43.

**DUPAGE WATER COMMISSION
CHANGE ORDER**

SHEET 1 OF 4

PROJECT NAME: Electrical Generation Facilities
and Other Improvements at the
Lexington Pumping Station

CHANGE ORDER NO. 3

LOCATION: Chicago, Illinois

CONTRACT NO. PSC-4

CONTRACTOR: Joseph J. Henderson and Son, Inc.

DATE: October 9, 2009

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Delete the first two sentences of Subsection 3.2B, entitled "Repairs; Extension of Warranty," of Section 3.2, entitled "Warranty of Work," of Article III, entitled "Contractor's Responsibility For Defective Work," of the General Conditions of Contract and replace with the following:

"Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within two years after Final Payment or, with respect to the Medium Voltage Adjustable Frequency Drives, within five years after Final Payment or within such longer period as may be prescribed in the Contract Drawings and Specifications, in the Special Conditions of Contract, or by Law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of two years or, with respect to the Medium Voltage Adjustable Frequency Drives, five years from the date of such repair or replacement."

2. Delete Paragraph 3 of Section 4.3, entitled "Minimum Coverages," of Article IV, entitled "Insurance," of the General Conditions of Contract and replace with the following:

3. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:

(a) Each Occurrence: \$2,000,000

(b) General Aggregate: \$10,000,000

(c) Completed Operations Aggregate: \$10,000,000

(d) Personal Injury: \$1,000,000

Coverages shall include:

- Premises Operations
- Products/Completed Operations (to be maintained for two years or, with respect to the Medium Voltage Adjustable Frequency Drives, five years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions contained in clause 4 of Section 4.3 of the Contract Agreement)
- Bodily injury and property damage

"X", "C", and "U" exclusions shall be deleted.

Blasting exclusions shall be deleted if Work involves blasting.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insureds."

3. Delete the definition of "Warranty period" in Section 7, entitled "Special Definitions," of the Special Conditions of Contract and replace with the following:

"Warranty period The two-year or, with respect to the Medium Voltage Adjustable Frequency Drives, five-year time period established in Subsection 3.2B of the General Conditions of Contract, unless a longer period is specified in the Contract Drawings and Specifications, in the Special Conditions of Contract, or by Law, and which relates only to the specific obligation of Contractor to correct Work."

4. Delete Paragraph 1.5.F, entitled "Contractor Qualifications," of Specification Section 16268 in its entirety.

5. Adjustment of storm structure elevation at Station 16+70 on the South Road to meet road finish elevation.

B. REASON FOR CHANGE:

- 1.-4. The proposed equipment manufacturer cannot meet the five (5) year minimum experience requirement for equipment and supplies of the proposed adjustable frequency drives.
5. During construction of the south road, the storm sewer structure at station 16+70 adjacent to the road required adjustment of the rim elevation.

C. REVISION IN CONTRACT PRICE:

- 1.-4. None
5. \$3,270.43 (negotiated)

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 0 Days, making the final Completion Date October 21, 2010.
2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the Required Coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>17,209,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. <u>1</u> to <u>2</u>	\$	<u>233,197.88</u>
3.	Contract Price, not including this Change Order	\$	<u>17,442,197.88</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$	<u>3,270.43</u>
5.	Contract Price including this Change Order	\$	<u>17,445,468.31</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Greeley and Hansen LLC

By: _____ (_____)
Signature of Authorized Representative Date

ACCEPTED: By my authorized signature below, being first duly sworn on oath, I certify on behalf of Contractor that this Change Order does not authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

CONTRACTOR: Joseph J. Henderson and Son, Inc.

By: _____ (_____)
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ (_____)
Signature of Authorized Representative Date

**DUPAGE WATER COMMISSION
CHANGE ORDER**

SHEET 1 OF 4

PROJECT NAME: Electric Generation Facility and
Office/Garage Expansion for the
DuPage Pumping Station

CHANGE ORDER NO. 5

LOCATION: Elmhurst, Illinois

CONTRACT NO. PSD-7/08

CONTRACTOR: Williams Brothers Construction, Inc.

DATE: October 9, 2009

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Relocation of roof drain piping and other mechanical and plumbing piping in the existing Service Building and new Generator Building work in accordance with the Engineer's Potential Change Order Memorandum No. 15.
2. Relocation of underground fountain and irrigation piping plumbing at the Northwest corner of the existing Administration Building in accordance with the Engineer's Potential Change Order Memorandum No. 16.
3. Relocation of the underground drainage system for the existing Meter Testing Facilities within the Covered Parking Structure in accordance with the Engineer's Potential Change Order Memorandum No. 19R1.
4. Revise the floor finish schedule for portions of the new Generator Building in accordance with the Engineer's Potential Change Order Memorandum No. 20.
5. Provide and install bentonite water stops between footing slabs and foundation walls of the Covered Parking Structure in accordance with the Engineer's Potential Change Order Memorandum No. 21R1.

B. REASON FOR CHANGE:

1. When coordinating mechanical and plumbing work in the existing Service Building which is being converted into an electrical facility, it was discovered that existing and proposed facilities for roof drains, mechanical and plumbing piping were scheduled to be placed in proximity of or under the vertical plane of proposed 480

volt electrical facilities. This was determined to be a potential building code violation and required relocation of the roof drains, mechanical and plumbing piping.

2. During excavation for a large electrical duct bank, existing plumbing facilities that service the decorative fountain were found in a location that was not accurately depicted on the PSD-1 drawings of record and therefore were in conflict with the new electrical duct bank being installed. Because no field adjustment of the new electrical duct bank was possible without creating a potential electrical code violation, the plumbing facilities require relocation out of the horizontal plane of the electrical duct bank.
3. Piping for the Meter Testing Facility drainage system was scheduled for demolition because it was not accurately depicted on the PSD-1 drawings of record. Because this critical piping cannot be demolished and is at the same horizontal plane with two support column footings for the Covered Parking Roof Structure, the drainage system piping required re-routing and both column footings required structural revisions.
4. In the existing Service Building in locations where existing concrete floor slabs meet new concrete floor slabs an exposed joint is formed. The specified floor finish called for semi-transparent concrete staining. Upon review of the finish schedule and the exposed joint, it was determined that a solid color epoxy finish would better cover the exposed joint.
5. The Contract Drawings do not call for water stops where footing slabs intersect the foundation walls in Covered Parking Structure. However, as ground water has been ever present during the course of construction, the Staff has requested the addition of water stops as an added measure to prevent ground water seepage into the Covered Parking Structure.

C. REVISION IN CONTRACT PRICE:

1. Negotiated net increase of \$819.00
2. Negotiated net increase of \$12,439.00
3. Negotiated net increase of \$15,182.00
4. No Change in Cost
5. Negotiated net increase of \$1,421.00

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 0 Days, making the final Completion Date November 25, 2010.
2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the Increased Work, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the Required Coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>16,970,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. <u>1</u> to <u>4</u>	\$	<u>161,764.00</u>
3.	Contract Price, not including this Change Order	\$	<u>17,131,764.00</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$	<u>29,861.00</u>
5.	Contract Price including this Change Order	\$	<u>17,161,625.00</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Camp Dresser McKee, Inc.

By: _____ (_____)
Signature of Authorized Representative Date

ACCEPTED: By my authorized signature below, being first duly sworn on oath, I certify on behalf of Contractor that this Change Order does not authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

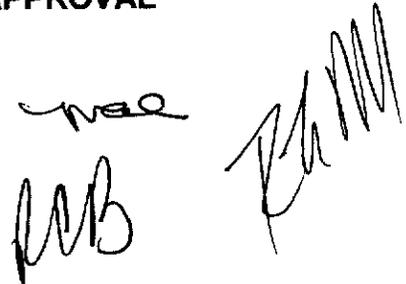
CONTRACTOR: Williams Brothers Construction, Inc.

By: _____ (_____)
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ (_____)
Signature of Authorized Representative Date

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>A Resolution Amending Resolution No. R-13-09, being "A Resolution Approving a First Amendment to Task Order No. 24 Under the Master Contract with AECOM USA, Inc.</p> <p>Resolution No. R-57-09</p>	<p>APPROVAL</p> 	
<p>The Commission entered into a Master Contract with AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc., dated May 14, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Pursuant to Resolution No. R-67-08, the Board approved, at a cost not to exceed \$25,500.00, Task Order No. 24 to the Master Contract for design and bidding services in connection with the improvements to the Commission's Waterworks System that are required to connect the portion of the DuPage County Unit System serving the Glen Ellyn Heights Service Area to the Commission's Waterworks System. Pursuant to Resolution No. R-13-09, the Board conditionally approved a First Amendment to Task Order No. 24 (i) adding design and bidding services for the County's Glen Ellyn Heights pressure adjusting station to be constructed jointly with the Commission's Glen Ellyn Heights feeder main and metering station and (ii) increasing the not to exceed cost limitations on the cost of the work from \$25,500.00 to \$58,000.00 in the aggregate.</p>			
<p>Resolution No. R-57-09 would amend Resolution No. R-13-09 to change the First Amendment to Task Order No. 24 to (i) eliminate design and bidding services for the County's Glen Ellyn Heights pressure adjusting station because those services were already provided directly to the County, (ii) add construction services for the Commission's Glen Ellyn Heights feeder main and metering station and for the County's Glen Ellyn Heights pressure adjusting station, which facilities will be constructed jointly under a single contract, and (iii) increase the not to exceed cost limitations on the cost of the work from \$25,500.00 to \$83,340.00 in the aggregate, which costs will be fully reimbursed by the County. Resolution No. R-57-09 would also eliminate the conditional approval of and authority to execute the First Amendment to Task Order No. 24 because all of the conditions precedent to execution set forth in Resolution No. R-13-09 were recently satisfied.</p>			
<p>MOTION: To adopt Resolution No. R-57-09.</p>			

DUPAGE WATER COMMISSION**RESOLUTION NO. R-57-09****A RESOLUTION AMENDING RESOLUTION NO. R-13-09, BEING "A RESOLUTION APPROVING A FIRST AMENDMENT TO TASK ORDER NO. 24 UNDER THE MASTER CONTRACT WITH AECOM USA, INC."**

WHEREAS, pursuant to Resolution No. R-13-09, being "A Resolution Approving a First Amendment to Task Order No. 24 Under the Master Contract with AECOM USA, Inc." ("Resolution No. R-13-09"), the Commission conditionally approved a First Amendment to Task Order No. 24 (i) adding design and bidding services in connection with the pressure adjusting station improvements to the DuPage County Unit System that are required to connect the portion of the DuPage County Unit System serving the Glen Ellyn Heights Service Area to the Commission's Waterworks System, which County pressure adjusting station connection facilities will be constructed jointly with the Commission feeder main and metering station connection facilities, and (ii) increasing the not-to-exceed cost limitations on the cost of the work accordingly; and

WHEREAS, since that time, AECOM USA, Inc. provided the design and bidding services for the County pressure adjusting station connection facilities directly to the County, the conditions precedent to approval and execution of the First Amendment to Task Order No. 24 set forth in Resolution No. R-13-09 have been satisfied, and the Commission invited sealed bids for, and will shortly commence, the joint construction project for which the construction services of AECOM USA, Inc. will be required; and

WHEREAS, as a result, the First Amendment to Task Order No. 24 should be approved unconditionally and the First Amendment to Task Order No. 24 should be limited to adding construction services for the joint construction project and increasing the not-to-exceed cost limitations on the cost of the work accordingly;

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: The fourth recital of Resolution No. R-13-09 shall be and it hereby is amended in its entirety so that said fourth recital shall hereafter be and read as follows:

"WHEREAS, the Commission and the Consultant desire to amend Task Order No. 24 to the Master Contract to add construction services for the Commission's Glen Ellyn Heights feeder main and metering station and for the County's Glen Ellyn Heights pressure adjusting station, which facilities will be constructed jointly under a single contract, and to increase the not-to-exceed cost limitations on the cost of the work accordingly, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Task Order was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and"

SECTION THREE: Section Two of Resolution No. R-13-09 shall be and it hereby is amended in its entirety so that said Section Two shall hereafter be and read as follows:

"SECTION TWO: The First Amendment to Task Order No. 24 attached hereto as Exhibit 1 shall be and hereby is approved; provided, however, that the First Amendment to Task Order No. 24 attached hereto shall not be executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the First Amendment executed by AECOM USA, Inc."

SECTION FOUR: Exhibit 1 to Resolution No. R-13-09 shall be and it hereby is amended in its entirety so that said Exhibit 1 and said First Amendment to Task Order No. 24 shall hereafter be and read as set forth in the Exhibit 1 attached hereto and by

Resolution No. R-57-09

this reference incorporated herein and made a part hereof. Any and all references to said Exhibit 1 in Resolution No. R-13-09 shall hereafter be deemed to refer to the Exhibit 1 attached hereto. Any and all references to said First Amendment to Task Order No. 24 in Resolution No. R-13-09 shall hereafter be deemed to refer to the First Amendment to Task Order No. 24 attached hereto as Exhibit 1.

SECTION FIVE: Except as hereinabove amended, Resolution No. R-13-09 shall remain in full force and effect.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2009.

ATTEST:

Chairman

Clerk

Board/Resolutions/R-57-09.doc

EXHIBIT 1

**FIRST AMENDMENT TO
TASK ORDER NO. 24**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. ("Consultant"), for Professional Engineering Services dated May 14, 2004 (the "Contract"), Owner and Consultant agree to amend, effective as of October 9, 2009, Task Order No. 24 to the Contract for the Glen Ellyn Heights Connection Facilities project ("Task Order No. 24") as follows:

1. Project

Section 1, entitled "Project," of Task Order No. 24 shall be, and it hereby is, amended in its entirety so that said Section 1 shall hereafter be and read as follows:

"1. **Project:**

Design, bidding, and construction services in connection with the improvements to the Commission's Waterworks System that are required to connect the portion of the DuPage County Unit System serving the Glen Ellyn Heights Service Area to the Commission's Waterworks System, and construction services in connection with the DuPage County pressure adjusting station improvements to the DuPage County Unit System that are required to serve the Glen Ellyn Heights Service Area, the costs of which to be separately identified and accounted for under this Task Order."

2. Services of Consultant

Subsection 2A, entitled "Basic Services," of Section 2, entitled "Services of Consultant," of Task Order No. 24 shall be, and it hereby is, amended by adding a new Paragraph 2A4, entitled "Construction Phase," which new Paragraph 2A4 shall hereafter be and read as follows:

"4. **Construction Phase.**

After written authorization to proceed, provide the Construction Services set forth in Paragraphs 5a through and including 5m of Attachment A to the Contract."

3. Completion Date

Section 5, entitled "Completion Date," of Task Order No. 24 shall be, and it hereby is, amended by adding a new Subsection 5D, entitled "Construction Phase," which new Subsection 5D shall hereafter be and read as follows:

"D. **Construction Phase:** 270 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract."

4. Contract Price

Section 8, entitled "Contract Price," of Task Order No. 24 shall be, and it hereby is, amended in its entirety so that said Section 8 shall hereafter be and read as follows:

"8. **Contract Price:**

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Commission Connection Facilities		
Preliminary Design	1.93	\$10,500.00
Final Design	1.93	\$12,000.00
Bidding	1.93	\$3,000.00
Construction Services	1.93	\$28,920.00
County PAS Connection Facilities		
Construction Services	1.93	\$28,920.00"

In all other respects, Task Order No. 24 to the Contract shall remain in full force and effect and Task Order No. 24 to the Contract shall be binding on both parties as hereinafter amended.

DUPAGE WATER COMMISSION

By:

Robert L. Martin, P.E.
General Manager

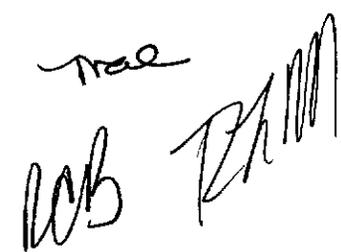
AECOM USA, INC.

By: _____

Name: _____

Title: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>A Resolution Amending Resolution No. R-14-09, being "A Resolution Approving a First Amendment to Task Order No. 25 Under the Master Contract with AECOM USA, Inc.</p> <p>Resolution No. R-58-09</p>	<p>APPROVAL</p> 	
<p>The Commission entered into a Master Contract with AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc., dated May 14, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Pursuant to Resolution No. R-72-08, the Board approved, at a cost not to exceed \$25,500.00, Task Order No. 25 to the Master Contract for design and bidding services in connection with the improvements to the Commission's Waterworks System that are required to connect the portion of the DuPage County Unit System serving the Hobson Valley (Greene Road) Service Area to the Commission's Waterworks System. Pursuant to Resolution No. R-14-09, the Board conditionally approved a First Amendment to Task Order No. 25 (i) adding design and bidding services for the County's Hobson Valley (Greene Road) pressure adjusting station to be constructed jointly with the Commission's Hobson Valley (Greene Road) feeder main and metering station and (ii) increasing the not to exceed cost limitations on the cost of the work from \$25,500.00 to \$58,000.00 in the aggregate.</p> <p>Resolution No. R-58-09 would amend Resolution No. R-14-09 to change the First Amendment to Task Order No. 25 to (i) eliminate design and bidding services for the County's Hobson Valley (Greene Road) pressure adjusting station because those services were already provided directly to the County, (ii) add construction services for the Commission's Hobson Valley (Greene Road) feeder main and metering station and for the County's Hobson Valley (Greene Road) pressure adjusting station, which facilities will be constructed jointly under a single contract, and (iii) increase the not to exceed cost limitations on the cost of the work from \$25,500.00 to \$79,340.00 in the aggregate, which costs will be fully reimbursed by the County. Resolution No. R-58-09 would also eliminate the conditional approval of and authority to execute the First Amendment to Task Order No. 25 because all of the conditions precedent to execution set forth in Resolution No. R-14-09 were recently satisfied.</p>			
<p>MOTION: To adopt Resolution No. R-58-09.</p>			

DUPAGE WATER COMMISSION**RESOLUTION NO. R-58-09****A RESOLUTION AMENDING RESOLUTION NO. R-14-09, BEING "A RESOLUTION APPROVING A FIRST AMENDMENT TO TASK ORDER NO. 25 UNDER THE MASTER CONTRACT WITH AECOM USA, INC."**

WHEREAS, pursuant to Resolution No. R-14-09, being "A Resolution Approving a First Amendment to Task Order No. 25 Under the Master Contract with AECOM USA, Inc." ("Resolution No. R-14-09"), the Commission conditionally approved a First Amendment to Task Order No. 25 (i) adding design and bidding services in connection with the pressure adjusting station improvements to the DuPage County Unit System that are required to connect the portion of the DuPage County Unit System serving the Hobson Valley (Greene Road) Service Area to the Commission's Waterworks System, which County pressure adjusting station connection facilities will be constructed jointly with the Commission feeder main and metering station connection facilities, and (ii) increasing the not-to-exceed cost limitations on the cost of the work accordingly; and

WHEREAS, since that time, AECOM USA, Inc. provided the design and bidding services for the County pressure adjusting station connection facilities directly to the County, the conditions precedent to approval and execution of the First Amendment to Task Order No. 25 set forth in Resolution No. R-14-09 have been satisfied, and the Commission invited sealed bids for, and will shortly commence, the joint construction project for which the construction services of AECOM USA, Inc. will be required; and

WHEREAS, as a result, the First Amendment to Task Order No. 25 should be approved unconditionally and the First Amendment to Task Order No. 25 should be limited to adding construction services for the joint construction project and increasing the not-to-exceed cost limitations on the cost of the work accordingly;

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: The fourth recital of Resolution No. R-14-09 shall be and it hereby is amended in its entirety so that said fourth recital shall hereafter be and read as follows:

"WHEREAS, the Commission and the Consultant desire to amend Task Order No. 25 to the Master Contract to add construction services for the Commission's Hobson Valley (Greene Road) feeder main and metering station and for the County's Hobson Valley (Greene Road) pressure adjusting station, which facilities will be constructed jointly under a single contract, and to increase the not-to-exceed cost limitations on the cost of the work accordingly, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Task Order was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and"

SECTION THREE: Section Two of Resolution No. R-14-09 shall be and it hereby is amended in its entirety so that said Section Two shall hereafter be and read as follows:

"SECTION TWO: The First Amendment to Task Order No. 25 attached hereto as Exhibit 1 shall be and hereby is approved; provided, however, that the First Amendment to Task Order No. 25 attached hereto shall not be executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the First Amendment executed by AECOM USA, Inc."

SECTION FOUR: Exhibit 1 to Resolution No. R-14-09 shall be and it hereby is amended in its entirety so that said Exhibit 1 and said First Amendment to Task Order No. 25 shall hereafter be and read as set forth in the Exhibit 1 attached hereto and by

Resolution No. R-58-09

this reference incorporated herein and made a part hereof. Any and all references to said Exhibit 1 in Resolution No. R-14-09 shall hereafter be deemed to refer to the Exhibit 1 attached hereto. Any and all references to said First Amendment to Task Order No. 25 in Resolution No. R-14-09 shall hereafter be deemed to refer to the First Amendment to Task Order No. 25 attached hereto as Exhibit 1.

SECTION FIVE: Except as hereinabove amended, Resolution No. R-14-09 shall remain in full force and effect.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2009.

ATTEST:

Chairman

Clerk

EXHIBIT 1

**FIRST AMENDMENT TO
TASK ORDER NO. 25**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. ("Consultant"), for Professional Engineering Services dated May 14, 2004 (the "Contract"), Owner and Consultant agree to amend, effective as of October 9, 2009, Task Order No. 25 to the Contract for the Hobson Valley (Greene Road) Connection Facilities project ("Task Order No. 25") as follows:

1. **Project**

Section 1, entitled "Project," of Task Order No. 25 shall be, and it hereby is, amended in its entirety so that said Section 1 shall hereafter be and read as follows:

"1. **Project:**

Design, bidding, and construction services in connection with the improvements to the Commission's Waterworks System that are required to connect the portion of the DuPage County Unit System serving the Hobson Valley (Greene Road) Service Area to the Commission's Waterworks System, and construction services in connection with the DuPage County pressure adjusting station improvements to the DuPage County Unit System that are required to serve the Hobson Valley (Greene Road) Service Area, the costs of which to be separately identified and accounted for under this Task Order."

2. **Services of Consultant**

Subsection 2A, entitled "Basic Services," of Section 2, entitled "Services of Consultant," of Task Order No. 25 shall be, and it hereby is, amended by adding a new Paragraph 2A4, entitled "Construction Phase," which new Paragraph 2A4 shall hereafter be and read as follows:

"4. **Construction Phase.**

After written authorization to proceed, provide the Construction Services set forth in Paragraphs 5a through and including 5m of Attachment A to the Contract."

3. **Completion Date**

Section 5, entitled "Completion Date," of Task Order No. 25 shall be, and it hereby is, amended by adding a new Subsection 5D, entitled "Construction Phase," which new Subsection 5D shall hereafter be and read as follows:

"D. **Construction Phase:** 270 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract."

4. Contract Price

Section 8, entitled "Contract Price," of Task Order No. 25 shall be, and it hereby is, amended in its entirety so that said Section 8 shall hereafter be and read as follows:

"8. **Contract Price:**

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Commission Connection Facilities		
Preliminary Design	1.93	\$10,500.00
Final Design	1.93	\$12,000.00
Bidding	1.93	\$3,000.00
Construction Services	1.93	\$26,920.00
County PAS Connection Facilities		
Construction Services	1.93	\$26,920.00"

In all other respects, Task Order No. 25 to the Contract shall remain in full force and effect and Task Order No. 25 to the Contract shall be binding on both parties as hereinafter amended.

DUPAGE WATER COMMISSION

By: _____

Robert L. Martin, P.E.
General Manager

AECOM USA, INC.

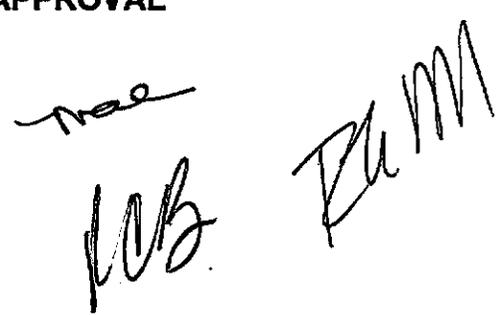
By: _____

Name: _____

Title: _____

DATE: October 2, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Approving and Authorizing the Execution of a Sixth Amendment to the Contract for Design of Concrete Reservoirs and Other Improvements at the DuPage Pump Station Resolution No. R-59-09	APPROVAL 	
Account Number: 01-60-7212.02			
<p>Resolution No. R-59-09 would approve a sixth amendment to the Contract to increase the not-to-exceed cost of the services by \$20,000.00 to account for the addition of a wet-pipe fire suppression system, including controls and alarms for the wet-pipe fire suppression system, and a stormwater detention system, including the conversion of existing storm water access structures, to the design and associated construction services that were not originally scheduled as part of the Vehicle Storage Building and Material Storage Structure portion of the Project.</p> <p>The additional work was required because, after the design was complete, bid and the Contract was signed, and during the final stages of the permit review process, the City of Elmhurst re-classified the Vehicle Storage Building to a class that required a wet-pipe fire suppression system and also required a Storm Water Pollution Prevention Plan which resulted in requiring a detention basin for the site and converting existing storm water access structures into storm water inlet structures capable of collecting storm water.</p> <p>In addition, the Commission requested, as part of the total DuPage Pumping Station site access control and monitoring system, various modifications to the PSD-6A access controls system, including the controlled access to the newly added gasoline dispensing system.</p>			
MOTION: To approve Resolution No. R-59-09.			

DUPAGE WATER COMMISSION**RESOLUTION NO. R-59-09****A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A SIXTH AMENDMENT TO THE CONTRACT
FOR DESIGN OF CONCRETE RESERVOIRS AND OTHER
IMPROVEMENTS AT THE DUPAGE PUMP STATION**

WHEREAS, the DuPage Water Commission ("Commission") and AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. ("Consultant"), previously entered into a certain "Contract for Design of Concrete Reservoirs for the DuPage Pump Station," dated as of the 4th day November, 2003, and approved pursuant to Resolution No. R-36-03 adopted on September 11, 2003 ("Original Contract") and

WHEREAS, the Commission and Consultant entered into a First Amendment to the Original Contract dated as of May 13, 2004 ("First Amendment"), and approved pursuant Resolution No. R-25-04 adopted as of even date therewith, to add to the design of the two additional cast-in-place concrete 15 million gallon reservoirs and ozone contactor facility, the design of (i) a garage and a material storage structure, (ii) a two-story superstructure for the potential ozone generation building, (iii) retaining walls on three sides of the new reservoirs to support roof-top soil and grass, (iv) additional electrical and control systems for the new reservoirs, including hatch alarms, fiber optic communications, motor operated valves, and motion detection and vibration sensing along the fence line, and (v) replacement roof hatches for the existing reservoirs (collectively, the "Project"); and

WHEREAS, the Commission and Consultant entered into a Second Amendment to the Original Contract dated as of March 10, 2005 ("Second Amendment"), and

Resolution No. R-59-09

approved pursuant Resolution No. R-16-05 adopted as of even date therewith, to change the title of the Original Contract to "Contract for Design of Concrete Reservoirs and Other Improvements at the DuPage Pump Station" and to delay the Additional Reservoirs and Ozone Contactor Facility portions of the Project but continue with the Vehicle Storage Building and Material Storage Structure and Cadwell Avenue Re-Alignment portions of the Project; and

WHEREAS, the Commission and Consultant entered into a Third Amendment to the Original Contract dated as of June 13, 2007 ("Third Amendment"), and approved pursuant Resolution No. R-38-07 adopted as of even date therewith, to add Construction Services for the Vehicle Storage Building and Material Storage Structure portion of the Project and for the Cadwell Avenue Re-Alignment portion of the Project; and

WHEREAS, the Commission and Consultant entered into a Fourth Amendment to the Original Contract dated as of October 12, 2007 ("Fourth Amendment"), and approved pursuant Resolution No. R-61-07 adopted as of even date therewith, to increase the not-to-exceed cost of the services to account for certain electrical work and electronic security enhancements and the acceleration of the design and bidding of the perimeter security fencing of the reservoir site that was originally scheduled as part of the Vehicle Storage Building and Material Storage Structure portion of the Project; and

WHEREAS, the Commission and Consultant entered into a Fifth Amendment to the Original Contract dated as of June 12, 2008 ("Fifth Amendment"), and approved pursuant Resolution No. R-32-08 adopted as of even date therewith, to increase the not-to-exceed cost of the services to account for the addition of underground gasoline

Resolution No. R-59-09

storage, underground leak monitoring and detection devices, gasoline dispensing equipment, and associated electrical and permitting work to the design, bidding, and construction services that were not originally scheduled as part of the Vehicle Storage Building and Material Storage Structure portion of the Project; and

WHEREAS, the Commission and Consultant desire to further amend the Original Contract as amended by the First, Second, Third, Fourth, and Fifth Amendments (the Original Contract as amended by the First, Second, Third, Fourth, and Fifth Amendments hereinafter collectively referred to as the "Design Contract") to increase the not-to-exceed cost of the services to account for the addition of storm water facilities design with grading modifications, wet-pipe fire suppression and alarm system designs, electrical systems re-design to accommodate heating system improvements necessary to protect the wet-pipe fire suppression system from freezing, revisions to site access and fuel dispensing control systems designs requested by the Commission, and associated construction services that were not originally scheduled as part of the Vehicle Storage Building and Material Storage Structure portion of the Project, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and Consultant, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Design Contract with Consultant was signed, the changes are germane to the Design Contract as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law;

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

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

SECTION TWO: A Sixth Amendment to the Design Contract, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved.

SECTION THREE: The General Manager shall be and hereby is authorized and directed to execute the Sixth Amendment to the Design Contract in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Sixth Amendment shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Sixth Amendment executed by AECOM USA, Inc.

Resolution No. R-59-09

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2009.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-59-09.doc

Resolution No. R-59-09

EXHIBIT 1

**SIXTH AMENDMENT
TO
CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
AECOM USA, INC.
FOR
DESIGN OF CONCRETE RESERVOIRS AND OTHER
IMPROVEMENTS AT THE DuPAGE PUMP STATION**

THIS SIXTH AMENDMENT TO CONTRACT FOR DESIGN OF CONCRETE RESERVOIRS AND OTHER IMPROVEMENTS AT THE DuPAGE PUMP STATION ("Sixth Amendment"), made and entered into as of this 9th day of October, 2009, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc., 303 East Wacker Drive, Chicago, Illinois 60601, a New York corporation ("Consultant"),

W I T N E S S E T H:

WHEREAS, Owner and Consultant previously entered into a certain "Contract for Design of Concrete Reservoirs for the DuPage Pump Station," dated as of the 4th day November, 2003, and approved pursuant to Resolution No. R-36-03 adopted on September 11, 2003 (the "Original Contract"); and

WHEREAS, Owner and Consultant entered into a First Amendment to the Original Contract dated as of May 13, 2004 ("First Amendment"), and approved pursuant Resolution No. R-25-04 adopted as of even date therewith, to add to the design of the two additional cast-in-place concrete 15 million gallon reservoirs and ozone contactor facility, the design of (i) a garage and a material storage structure, (ii) a

two-story superstructure for the potential ozone generation building, (iii) retaining walls on three sides of the new reservoirs to support roof-top soil and grass, (iv) additional electrical and control systems for the new reservoirs, including hatch alarms, fiber optic communications, motor operated valves, and motion detection and vibration sensing along the fence line, and (v) replacement roof hatches for the existing reservoirs (collectively, the "Project"); and

WHEREAS, Owner and Consultant entered into a Second Amendment to the Original Contract dated as of March 10, 2005 ("Second Amendment"), and approved pursuant Resolution No. R-16-05 adopted as of even date therewith, to change the title of the Original Contract to "Contract for Design of Concrete Reservoirs and Other Improvements at the DuPage Pump Station" and to delay the Additional Reservoirs and Ozone Contactor Facility portions of the Project but continue with the Vehicle Storage Building and Material Storage Structure and Cadwell Avenue Re-Alignment portions of the Project; and

WHEREAS, Owner and Consultant entered into a Third Amendment to the Original Contract dated as of June 13, 2007 ("Third Amendment"), and approved pursuant Resolution No. R-38-07 adopted as of even date therewith, to add Construction Services for the Vehicle Storage Building and Material Storage Structure portion of the Project and for the Cadwell Avenue Re-Alignment portion of the Project; and

WHEREAS, Owner and Consultant entered into a Fourth Amendment to the Original Contract dated as of October 12, 2007 ("Fourth Amendment"), and approved pursuant Resolution No. R-61-07 adopted as of even date therewith, to increase the not-to-exceed cost of the services to account for certain electrical work and electronic

security enhancements and the acceleration of the design and bidding of the perimeter security fencing of the reservoir site that was originally scheduled as part of the Vehicle Storage Building and Material Storage Structure portion of the Project; and

WHEREAS, Owner and Consultant entered into a Fifth Amendment to the Original Contract dated as of June 12, 2008 ("Fifth Amendment"), and approved pursuant Resolution No. R-32-08 adopted as of even date therewith, to increase the not-to-exceed cost of the services to account for the addition of underground gasoline storage, underground leak monitoring and detection devices, gasoline dispensing equipment, and associated electrical and permitting work to the design, bidding, and construction services that were not originally scheduled as part of the Vehicle Storage Building and Material Storage Structure portion of the Project; and

WHEREAS, Owner and Consultant desire to further amend the Original Contract as amended by the First, Second, Third, Fourth, and Fifth Amendments (the Original Contract as amended by the First, Second, Third, Fourth, and Fifth Amendments hereinafter collectively referred to as the "Design Contract") to increase the not-to-exceed cost of the services to account for the addition of storm water facilities design with grading modifications, wet-pipe fire suppression and alarm system designs, electrical systems re-design to accommodate heating system improvements necessary to protect the wet-pipe fire suppression system from freezing, revisions to site access and fuel dispensing control systems designs requested by Owner, and associated construction services that were not originally scheduled as part of the Vehicle Storage Building and Material Storage Structure portion of the Project;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Consultant hereby agree as follows:

SECTION ONE: Amendment to Section 6 of Attachment A. Section 6, entitled "Contract Price," of Attachment A, entitled "Supplemental Schedule of Contract Terms," to the Design Contract shall be, and it hereby is, amended in its entirety so that said Section 6 shall hereafter be and read as follows:

"6. **Contract Price:**

SCHEDULE OF PRICES

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	1.93	\$33,800.00
Design Phase Services described in paragraphs (a) through and including (c) of Attachment B to the Contract for all sub-projects	1.93	\$735,592.00*
Design Phase Services described in paragraphs (d) through and including (j) of Attachment B to the Contract for the Division A— Vehicle Storage Building and Material	1.93	\$126,000.00

* Includes an allowance of \$30,000.00 for preparing a topographical survey, taking soil borings, and preparing a soils report. The anticipated borings are 10 at 25 foot deep and 4 at 40 feet deep.

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Storage Structure sub-project and the Division B—Cadwell Avenue Re-Alignment sub-project		
Design Phase Services described in paragraphs (d) though and including (j) of Attachment B to the Contract for the Division C—Additional Reservoirs and Ozone Contactor Facility sub-project		To be established by Change Order issued pursuant to Section 2.1 of the Contract as Owner and Consultant may agree prior to the commencement of such of Services.
Construction Phase Services described in paragraphs (a) though and including (m) of Attachment B to the Contract for the Division A— Vehicle Storage Building and Material Storage Structure sub-project	1.93	\$83,040.00
Construction Phase Services described in paragraphs (a) though and including (m) of Attachment B to the Contract for the Division B—Cadwell Avenue Re-Alignment sub-project	1.93	\$27,000.00
Construction Phase Services described in paragraphs (a) though and including (m) of Attachment B to the Contract for the Division C—Additional Reservoirs and Ozone Contactor Facility sub-project		To be established by Change Order issued pursuant to Section 2.1 of the Contract as Owner and Consultant may agree prior to the commencement of such of Services.”

SECTION TWO: Design Contract in Full Force and Effect. In all other respects, the Design Contract shall remain in full force and effect, and the Design Contract shall be binding on both parties as hereinabove amended.

IN WITNESS WHEREOF, Owner has caused this Sixth Amendment to be signed on its behalf by its General Manager, and Consultant has caused this Sixth Amendment to be signed on its behalf by Michael H. Winegard, a Vice President and a duly authorized officer, as of the day and year first written above.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

AECOM USA, INC.

By: _____
Michael H. Winegard
Vice President

REQUEST FOR BOARD ACTION

<p>AGENDA SECTION Omnibus Vote Requiring Super-Majority or Special Majority Vote</p>	<p>ORIGINATING DEPARTMENT Facilities Construction</p>
<p>ITEM A Resolution Approving and Authorizing the Quit Claim of a Temporary Construction Easement to the City of Chicago for the Reconstruction of the South Laramie Avenue Viaduct</p> <p>Resolution No. R-61-09</p>	<p>APPROVAL</p> 
<p>Account Number: N/A</p> <p>The City of Chicago has requested that the Commission quit claim to the City a temporary construction easement for use in connection with the reconstruction of the City's South Laramie Avenue Viaduct. Resolution No. R-61-09 would approve and authorize the quit claim, subject to (i) certain terms and conditions designed to protect the integrity of the Commission's adjacent property and facilities and (ii) reimbursement for the expected \$10,000.00 cost of the Commission's engineering consultant to review and analyze the plans for the reconstruction project as well as monitor and inspect certain aspects of the reconstruction that have the potential for negatively impacting the Commission's tunnel adjacent to the Viaduct.</p>	
<p>MOTION: To approve Resolution No. R-61-09.</p>	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-61-09

**A RESOLUTION APPROVING AND AUTHORIZING THE QUIT CLAIM OF
A TEMPORARY CONSTRUCTION EASEMENT TO THE CITY OF CHICAGO
FOR THE RECONSTRUCTION OF THE SOUTH LARAMIE AVENUE VIADUCT**

WHEREAS, the City of Chicago (the "City") desires to reconstruct its South Laramie Avenue Viaduct in, upon, under, along, and across property adjacent to certain real estate situated in the County of Cook, State of Illinois, which real estate is legally described in Exhibit A to Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (the "Easement Premises"); and

WHEREAS, the City desires to use and occupy the Easement Premises for the storage of construction material, supplies, and equipment and for other construction operations in connection with the reconstruction of the South Laramie Avenue Viaduct on property adjacent to the Easement Premises; and

WHEREAS, the Commission and the City disagree as to which portions(s) of the Easement Premises that the Commission owns but both agree that the Commission is the owner of at least a portion of Easement Premises; and

WHEREAS, the Commission is authorized to sell, lease, transfer, or dispose of real property, or any interest therein, pursuant to 65 ILCS 5/11-135-6, the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority; and

WHEREAS, the Commission is willing to quit claim to the City a temporary construction easement for such purposes in consideration of (i) certain terms and conditions designed to protect the integrity of the Commission's adjacent property and

facilities and (ii) the sum of Ten Thousand Dollars (\$10,000.00) in reimbursement for the expected cost of the Commission's engineering consultant to review and analyze plans for, and monitor and inspect certain aspects of, the reconstruction project to protect the integrity of the Commission's adjacent property and facilities; and

WHEREAS, in the opinion of the Board of Commissioners of the DuPage Water Commission, the Commission's business and operations do not require that the Commission retain the exclusive right to use the portions of the Easement Premises now owned by it during the reconstruction of the South Laramie Avenue Viaduct and it is appropriate and useful for the Commission to obtain the City's agreement to terms and conditions designed to protect the integrity of the Commission's adjacent property and facilities in exchange for quit claiming the temporary construction easement City;

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

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

SECTION TWO: The General Manager of the Commission shall be and hereby is authorized to execute, and the Clerk of the Commission or any licensed notary shall be and hereby is authorized to attest, an Easement Agreement with the City of Chicago in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager; provided, however, that they shall neither execute nor attest the Easement Agreement 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 City of Chicago and (b) the Commission shall have received the sum of \$10,000.00. Upon execution and attestation by the General Manager and Clerk or licensed notary, respectively, the quit claim of temporary construction easement for the real estate described in Exhibit A of the Easement Agreement attached hereto as Exhibit 1, and all things provided for in the Easement Agreement as so executed, shall be deemed accepted by the Commission without further act.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption by a vote of two-thirds of the Commissioners present or the concurrence of a majority of the appointed Commissioners, whichever is greater.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2009.

Chairman

ATTEST:

Clerk

EXHIBIT 1

DUPAGE WATER COMMISSION

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

PART OF PERMANENT REAL ESTATE TAX INDEX NOS. 16-16-309-007
16-16-408-021

Vicinity of West Polk Street and South Laramie Avenue, Chicago, Illinois

Prepared by and Mail to:

Maureen A. Crowley
Staff Attorney
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126
(630) 834-0100

DUPAGE WATER COMMISSION
TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2009, by and between the DUPAGE WATER COMMISSION, a public corporation, political subdivision and unit of local government created under 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., 600 East Butterfield Road, Elmhurst, Illinois 60126-4642 (hereinafter referred to as the "Commission"), and the CITY OF CHICAGO, a municipal corporation created and existing under the laws of the State of Illinois (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the City desires to reconstruct its South Laramie Avenue Viaduct in, upon, under, along, and across property adjacent to certain real estate situated in the County of Cook, State of Illinois, which real estate is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof, and which real estate shall be referred to hereinafter as the "Easement Premises;" and

WHEREAS, the City desires to use and occupy the Easement Premises for the storage of construction material, supplies, and equipment and for other construction operations in connection with the reconstruction of the South Laramie Avenue Viaduct on property adjacent to the Easement Premises; and

WHEREAS, the Commission and the City disagree as to which portions(s) of the Easement Premises that the Commission owns but both agree that the Commission is the owner of at least a portion of Easement Premises;

NOW, THEREFORE, in consideration of the foregoing and for the sum of TEN THOUSAND DOLLARS (\$10,000.00) and other good and valuable consideration paid by the City to the Commission, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. The Commission hereby quit claims to the City, subject to the terms and conditions hereinafter set forth, so much of the estate, right, title, and interest in and to the Easement Premises that the Commission may have acquired in the Easement Premises as may be necessary to enable the Commission to quit claim to the City a temporary construction easement upon, along, and across the Easement Premises for the sole purpose of storing construction material, supplies, and equipment and conducting other construction operations in connection with the reconstruction of the South Laramie Avenue Viaduct on property adjacent to the Easement Premises. Said temporary construction easement shall be used by the City only during periods of actual reconstruction activity and for any necessary restoration of the Easement Premises, and the City agrees that the reconstruction of the South Laramie Avenue Viaduct shall be provided, performed, and completed in accordance with sound engineering practices and the terms and conditions set forth in Paragraph 3 below, in a good and workmanlike manner, and so as to minimize risks to the integrity and operation of, or interference with, the Commission's adjoining property and facilities, all at the sole expense of the City. Said temporary construction easement shall terminate upon completion of the reconstruction of the South Laramie Avenue Viaduct on property adjacent to the Easement Premises or June 1, 2011, whichever occurs first; provided, however, that all terms and conditions contained herein, including without limitation the Commission's

right to indemnity and right to be held harmless, shall survive termination of said temporary construction easement and any termination of this Easement Agreement.

2. The City acknowledges and agrees that (a) it has examined and knows the condition of the Easement Premises and accepts the same in an "AS IS" condition, and (b) no representations as to the condition and repair of the Easement Premises have been made by the Commission prior to or at the execution of this Easement Agreement that are not expressed herein. The City shall not use or permit the Easement Premises to be used for any purpose or activity other than as specified in Section 1 of this Easement Agreement. The City shall not use the Easement Premises or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation, or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Easement Premises or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private.

3. Unless otherwise approved in writing by the Commission, the South Laramie Avenue Viaduct shall be reconstructed on property adjacent to the Easement Premises in strict conformity with the plans and specifications provided by the City to the Commission, which plans and specifications were prepared by ~~XXXX~~ and bear a final revision date of ~~XXX~~, 2009 (hereinafter collectively referred to as the "Final Plans"), subject to the following special requirements:

- (a) The Commission shall be advised not less than 48 hours prior to commencement of the reconstruction of the South Laramie Avenue Viaduct in order for the Commission to have sufficient time to arrange for representatives of the Commission and/or its engineering consultants to be

present to observe, inspect, and take angle, pressure, and other measurements during the reconstruction of the South Laramie Avenue Viaduct, including without limitation during the installation of the H-piles. The City shall provide, at its own expense, all reasonable access and assistance required by such persons for such observation, inspection, and measuring. The City shall also advise the Commission at any time the soil, rock, or ground conditions differ from that reflected in the August 24, 2009, letter provided by the City to the Commission from S.A.M. Consultants, Inc.

- (b) Prior to commencement of the reconstruction of the South Laramie Avenue Viaduct, the City shall have a civil engineer, registered with the State of Illinois as a Professional Engineer, or Land Surveyor establish and field stake the South Laramie Avenue right-of-way and Easement Premises boundaries, lines, elevations, reference marks, and like items needed for the reconstruction project, and from time to time verify such items by instrument or other appropriate means. The Commission shall be advised as soon as such items have been established and staked in the field.
- (c) There shall be no access to, from, or within the Commission's property adjoining the Easement Premises.
- (d) No impairment of the drainage to, from, or within the Easement Premises or the Commission's adjoining property, including without limitation impairment of the Commission's 12-inch diameter gravity storm sewer, shall be caused by the reconstruction, operation, or maintenance of the South Laramie Avenue Viaduct adjacent to the Easement Premises.
- (e) No impairment of utility service to, from, or within the Easement Premises or the Commission's adjoining property, including without limitation impairment of the ComEd Splice Building and Commission electrical feeds, shall be caused by the reconstruction, operation, or maintenance of the South Laramie Avenue Viaduct adjacent to the Easement Premises.
- (f) No portion of the reconstructed South Laramie Avenue Viaduct, including without limitation H-piles, shall extend outside of the right-of-way of Laramie Avenue, and no improvements or obstructions, including without limitation H-piles, landscaping, lighting, utility service installations, etc.,

shall be constructed, operated, or maintained within the confines of the Easement Premises.

- (g) The H-piles for the reconstructed South Laramie Avenue Viaduct shall be backfilled with a suitable grout to prevent surface water intrusion, damage, and/or contamination to the Commission's tunnel located beneath the South Laramie Avenue Viaduct, the Easement Premises, and the Commission's adjoining property.

In the event of any conflict between the Final Plans and this Easement Agreement, this Easement Agreement shall control.

No revisions, alterations, addendum, or changes shall be made to the reconstructed South Laramie Avenue Viaduct as set forth in the Final Plans except upon the express prior written consent of the Commission. Any such revisions, alterations, addendum, or changes shall be submitted to the Commission for its review and comment. If approved by the Commission, any such revisions, alterations, addendum, or changes shall be constructed, operated, and maintained subject to the terms and conditions of this Easement Agreement and to any such additional terms and conditions as the Commission may impose in such subsequent written consent.

4. Upon completion of the reconstruction, the City agrees to leave the Easement Premises in a condition at least as good as or better than its condition at the commencement of reconstruction, with any damage caused by the City repaired by the City at its sole cost and expense. All topsoil removed shall be replaced and graded. All fences, roads, landscaping, and improvements shall be restored to former condition by the City if disturbed or altered in any manner by the City. All sod removed shall be replaced by sod of like quality and all natural grass removed shall be replaced by seeding with a good quality seed. In addition, the City shall submit to the Commission

drawings of record and logs to show record conditions, including without limitation all necessary additions and corrections to the Final Plans.

5. The City shall assume all risk and liability for accident and damages that may accrue to persons or property as a result of the condition of the Easement Premises, the City's use and occupation of the Easement Premises, and the City's reconstruction, operation, and maintenance of the South Laramie Avenue Viaduct adjacent to the Easement Premises. The City agrees to, and does hereby, indemnify and save harmless the Commission and all of its elected and appointed officials, officers, employees, agents, representatives, and attorneys from all claims, litigation, and liability asserted against them or any of them, and any administrative costs and attorneys' fees incidental thereto, on account of injury to or death of any person or persons whomsoever or on account of damage to any property caused by, connected with, or in any way attributable to, the rights herein quit claimed or the City's reconstruction, operation, and maintenance of the South Laramie Avenue Viaduct or the City's use of the Easement Premises or the City's failure to comply with any of the terms and conditions hereof, whether or not caused by the actions, omissions, or negligence of the Commission or resulting from the operation, repair, or maintenance of the Easement Premises or of the Commission's adjoining property and facilities. The City shall undertake the defense of the Commission in any such litigation, if the Commission requests the City to do so, but the City shall not enter into any compromise or settlement without the prior written consent of the Commission.

6. The City acknowledges and agrees that the City's rights under this Easement Agreement shall be subordinate and subject to the paramount rights of the Commission to use that portion of the Easement Premises that it owns. The City's

rights under this Easement Agreement shall be exercised in such a manner as not to interfere with the Commission's use of the Easement Premises and its adjacent property, including without limitation the use by others to whom the Commission has already granted the right to use the Easement Premises.

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

8. Each person signing this Easement Agreement hereby states and covenants that he or she has read and understood this Easement Agreement, that he or she has the authority to execute this Easement Agreement on behalf of the party represented by him or her, and that such party intends to be legally bound by the provisions of this Easement Agreement.

9. All representations and warranties contained herein shall survive the execution and recordation of this Easement Agreement and shall not be merged.

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

ATTEST:

DUPAGE WATER COMMISSION

By: _____

By: _____
Robert L. Martin, P.E.

Its: _____

Its: General Manager

ATTEST:

CITY OF CHICAGO

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION
OF THE TEMPORARY CONSTRUCTION
EASEMENT PREMISES

Route : FAU 2803
Section : 95-E5451-00-BR
County : Cook
Job No : R-88-001-08
Parcel : OGM0005TE
Sta.: 25+10.13 to 27+71.32

That part of Lot 201, Lot 200 lying west of the west line of South Laramie Avenue, a strip of land lying north of the north line of a tract of land document number 16780196, and lying southerly of said Lots 200 and 201, Lots 52 thru 55 inclusive in Haas Subdivision, and a 8 feet wide east and west alley lying south of and adjoining Lots 52 thru 55 aforesaid, in Section 16 Township 39 North, Range 13 East, of the Third Principle Meridian, Cook County, Illinois, more fully described as follows:

Beginning at the intersection of the north line of a tract of land document number 16780196, and the West line of South Laramie Avenue, 77.96 feet north of the south line of West Fifth Avenue (vacated) document number 16737715, as measured along the west line of said South Laramie Avenue; thence on an assumed bearing of North 74 degrees 10 minutes 25 seconds West 10.50 feet along the north line of said tract of land; thence North 01 degrees 57 minutes 10 seconds West 258.05 feet along a line parallel to the west line of said South Laramie Avenue; thence North 88 degrees 31 minutes 56 seconds East 10.00 feet along the north line of said Haas Subdivision; thence South 01 degrees 57 minutes 10 seconds East 261.17 feet along the west line of said South Laramie Avenue to the point of beginning.

Said parcel containing 0.060 acre, more or less.

Route : FAU 2803
Section : 95-E5451-00-BR
County : Cook
Job No : R-88-001-08
Parcel : OGM0010TE
Sta.: 24+32.16 to 25+10.13

Index No. 16-16-408-021(pt), 16-16-309-007(pt)

That part of a tract of land bounded on the east by the west line of South Laramie Avenue, bounded on the north by the north line of a line described in document number 16780196, bounded on the west by the west line of Section 16, and bounded on the south by the south line of West Fifth Avenue(vacated) document number 16737715, in Section 16, Township 39 North, Range 13 East, of the Third Principal Meridian, Cook County, Illinois, and more fully described as follows:

Beginning at the intersection of the west line of said South Laramie Avenue with the north line of a tract of land described in document number 16780196; thence on an assumed bearing of South 01 degrees 57 minutes 10 seconds East 77.96 feet along the west line of said South Laramie Avenue; thence North 83 degrees 55 minutes 40 seconds West 10.10 feet along the south line of said West Fifth Avenue(vacated) as described in document number 16737715; thence North 01 degrees 57 minutes 10 seconds West 66.65 feet along a line parallel with the west line of said South Laramie Avenue; thence South 74 degrees 10 minutes 25 seconds East 10.50 feet along the north line of a tract of land described in document number 16780196 to the point of beginning.

Said parcel containing 0.018 acre, more or less.

Route : FAU 2803
Section : 95-E5451-00-BR
County : Cook
Job No : R-88-001-08
Parcel : OGM0002TE
Sta.: 24+84.42 to 25+39.24

That part of a strip of land lying southerly of the southerly line of Lot 200 of School Trustees Subdivision, and lying northerly of the northerly line of a tract of land described in document number 16780196, of the north part of Section 16, Township 39 North, Range 13 East, of the Third Principal Meridian, Cook County, Illinois, more fully described as follows:

Beginning at the intersection of the southerly line of said Lot 200, and the easterly line of South Laramie Avenue; thence on an assumed bearing of South 83 degrees 55 minutes 40 seconds East 10.11 feet along the southerly line of said Lot 200; thence South 01 degrees 57 minutes 10 seconds East 56.62 feet along a line parallel with the east line of said South Laramie Avenue; thence North 74 degrees 10 minutes 25 seconds West 10.51 feet along the northerly line of said tract of land of document number 16780196; thence North 01 degrees 57 minutes 10 seconds West 54.83 feet along the east line of said South Laramie Avenue to the point of beginning.

Said parcel containing 0.013 acre, more or less.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert L. Martin, personally known to me to be the General Manager of the DuPage Water Commission, a public corporation, political subdivision and unit of local government under the laws of the State of Illinois, 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 signed and delivered said instrument as General Manager of the DuPage Water Commission, as his free and voluntary act and as the free and voluntary act of said DuPage Water Commission for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2009.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

Given under my hand and official seal this ____ day of _____, 2009.

Notary Public

My Commission Expires:



DuPage Water Commission

MEMORANDUM

TO: Robert Martin
General Manager

FROM: Ed Kazmierczak
Pipeline Supervisor

DATE: September 4, 2009 *[Revised as noted---September 30, 2009]*

SUBJECT: 75th and Washington Street
Naperville

This memo is intended to serve as an update to the timeline of events documented in the October 2, 2008 memorandum regarding the proposed relocation of Commission facilities located at 75th and Washington Streets in Naperville. The background information contained in the October 2, 2008 memorandum concludes on September 19, 2008 and is included here to show the entire order of events.

BACKGROUND:

- April 12, 2005----A meeting was held with representatives from the City of Naperville ("City"), T.Y. Lin International, (the project engineers for the City), the DuPage Water Commission, and Alvord, Burdick, and Howson (the Commission's engineers). The purpose of this meeting was to discuss potential conflicts between existing Commission facilities and a pedestrian underpass being proposed for the intersection of 75th and Washington Streets. At the meeting, the City presented two alignment options for the proposed tunnel crossing at Washington Street. One alignment option, a 78 degree skew angle crossing of Washington Street, would not require relocation of Commission facilities. While the other alternate, a 90 degree crossing of Washington Street, would require the Commission to relocate certain facilities to some extent. As the project was in a conceptual design stage at this time, no decision regarding which design alternate would be chosen was neither expressed nor implied.
- April 13, 2005 to February 5, 2008----No further discussion regarding the project takes place between the Commission and the City or its project engineers.

- February 6, 2008----The Commission receives notice from the City's project engineers of a utility coordination meeting scheduled to take place at the Naperville Municipal center on February 8, 2008. In addition to the notice one incomplete set of plans was transmitted with the request that the Commission reviews those plans and be ready to discuss potential conflicts at the February 8th meeting. Staff reviewed the plans on February 6, 2008 and discovers numerous conflicts.
- February 8, 2008----Based on the plans submitted for review, the City is advised that numerous, and significant, conflicts exist. The City is also advised that relocation design of Commission facilities could not begin until final plans were received. Representatives of the City stated that final plans would be sent out, via email, during the week of February 18, 2008.
- March 6, 2008----Commission receives final plans.
- March 13, 2008----Board Meeting-The Board approves Resolution R-8-08 authorizing the execution of Task Order #21 to Consoer Townsend Envirodyne Engineers, Inc., (CTE), to begin "Evaluation of Remedial Measures to Eliminate Potential Conflicts with Commission Facilities—75th and Washington Streets, Naperville."
- March 14, 2008----Final plans submitted to CTE.
- On April 17, 2008----CTE provides the Commission with the preliminary evaluation report required under Task Order #21.
- May 14 2008----A meeting is held with the City to discuss the recommended relocation alternate proposed in the April 17th CTE report. A copy of this report was left with the City as a courtesy and also to avoid additional conflicts with the City's remaining design work. At this meeting, the City states that they will not reimburse the Commission for any costs associated with the relocation of Commission facilities. It is agreed that the next meeting will take place once the City has had the opportunity to review the Commission's proposed recommended relocation alternate
- June 19, 2008----A meeting was held to discuss engineering concerns related to the Commission's preferred relocation alternate as proposed on May 14th. While the discussion is centered primarily on technical issues, the City now indicates a willingness to participate, to some degree, in financial reimbursement to the Commission. The meeting also results in the decision to instruct the attorneys for the City and Commission to begin work on crafting an IGA, and an acknowledgement that the City will send the Commission the latest plan revisions as soon as they are available.

- June 24, 2009----The City passes Fourth Amendment to Intergovernmental Agreement between the City and the County that states that the City is 100% responsible for the construction and maintenance of the pedestrian underpass. *[Forth Amendment to IGA passed by the City on June 17, 2008.and passed by the County on June 24, 2008.] Kos comment---Sept.24,2009 and Krieger comment---- September 18,2009*
- July 7, 2008---- Revised drawings are received and are forwarded to CTE
- August 13, 2008---- A meeting with the City and CTE was held. All but two engineering issues have been resolved. The two remaining issues are: receiving permission from the County of DuPage ("County") to relocate a section of the Commission's main under a portion of the proposed 75th Street pavement, and direction from the County regarding their requirements for the abandonment of existing structures. The City states they will contact the County regarding these issues. Assuming the County grants permission for this work, and after receipt of the final plans, CTE will provide a preliminary cost estimate to the City. The Commission again states that preparation of plans and specifications for the relocation of Commission facilities will not begin until an Intergovernmental Agreement ("IGA") is in place.
- August 19, 2008----The County grants permission allowing the Commission to relocate to under the proposed 75th Street pavement. However, no mention of abandonment requirements is made.
- September 9, 2008----The City transmits Final plans to CTE.
- September 11, 2008----Jim Holzapfel calls to discuss the project with General Manager Martin. Mr. Holzapfel states that the County could request that the Commission relocate their main at 100% of their cost, but City doesn't think it should be done this way. City is paying 55% of the cost of the project and the County is paying 45% of the cost of the project. City is proposing paying 55% of the relocation cost and the Commission paying 45% of the cost of the project. City estimates the cost of the work to be between \$150,000 to \$300,000. General Manager Martin tells Mr. Holzapfel that this matter will be discussed with the board in October.
- September 17, 2008----CTE transmits estimated costs for design and construction to DWC.
- September 18, 2008----Commission forwards CTE's preliminary cost estimate to the City.

- September 19, 2008---The project is bid at the September 19, 2008 Illinois Department of Transportation letting.
- October 3, 2008-----In a letter addressed to the General Manager, the City transmits a version of a draft IGA to the Commission. Copy of letter provided in Supplemental Board package.
- October 9, 2008----Board Meeting-The Board approves Resolution R-51-08 authorizing design services for the relocation of approximately 500 LF of watermain that is in conflict with the proposed pedestrian underpass. Pipeline Supervisor Kazmierczak provides a memorandum dated October 2, 2008 discussing the issues with the relocation and a timeline of events. Board discusses the matter, but votes to “table consideration of Naperville’s request until such time as staff obtained the additional information requested by the Board and representatives of the County and/or Naperville are in attendance to make a formal presentation to the Board and answer questions regarding the project, its funding, and the request for the Commission to share in the cost of relocation.”
- October 29, 2008---In an e-mail sent to General Manager Martin, the City transmits a copy of Intergovernmental Agreement between City and County.
- October 31, 2008---In an e-mail sent to General Manager Martin, the City transmits Amendments 1, 2 and 3 to Intergovernmental Agreement between City and County.
- November 4, 2008---County sends the Commission 90 day relocation notice by certified mail. Commission never receives the notice. Copy of notice is sent to Commission by City on November 7, 2009. Copy of notice provided in November 13, 2009 board meeting.
- November 12, 2008----At the pre-construction conference for the 75th and Washington Street project, a discussion takes place regarding postponing the start of Commission relocation work to November of 2009. It is agreed that discussion regarding this issue will continue and a decision will be made within the next several weeks.
- November 13, 2008---Board Meeting--A copy of Pipeline Supervisor Kazmierczak’s memorandum dated October 2, 2009 again provided. Representatives from the City and the County are present to discuss the relocation issue. The Board approves Resolution R-55-08 authorizing advertisement for the South Transmission Main Relocation---75th and Washington Streets. Board directs Chairman Rathje, General Manager

- Martin and Staff Attorney Crowley to convene a meeting with Naperville and County of DuPage.
- November 20, 2008----In a letter to County Board Chairman Shillerstrom, Chairman Rathje reiterates the Commission's position with regards to the City of Naperville's proposed cost sharing proposal, and requests County Board Chairman Shillerstrom to review the issue and withdraw the County's direction for relocation for Commission facilities at its cost.
 - November 25, 2008----Responding to Chairman Rathje's letter of November 25, County Board Chairman Schillerstrom concedes Naperville's responsibility for the costs associated with the design, construction, and maintenance of the pedestrian tunnel. Nevertheless, Chairman Shillerstrom is in disagreement with the Commission's views on the merits of the tunnel and requests the Commission to reassess its position relative to cost participation.
 - December 9, 2008---At a utility coordination meeting, an agreement is reached to postpone the start of Commission relocation work to November of 2009.
 - December 11, 2009----Board Meeting-Chairman Rathje reports that a meeting between the Commission, Naperville and County of DuPage was not held due scheduling conflicts.
 - December 16, 2008----70% plan and specifications are delivered to City for review and comment.
 - January 5, 2009---- A meeting is held between the Commission, City and County at the offices of the County.
 - January 6, 2009----General Manager Martin sends an e-mail to John Koss requesting that he, as a result of the meeting on January 5, 2009 and the agreed upon date of relocation work to November, withdraw his letter requiring the relocation work within 90 days.
 - January 6, 2009----In an e-mail John Koss says that "Since the City of Naperville is the lead for this project and they are coordinating the contractor's work schedule I will need to obtain written confirmation that November, 2009 is agreeable,"
 - January 8, 2009----Board Meeting-General Manager Martin provides report on meeting between Commission, Naperville and County. Board discusses matter.

- January 26, 2009----The County informs the Commission that they cannot comply with the Commission's request to withdraw the 90 day relocation notice. They will however extend the 90 day deadline pending a commitment from the Commission that relocation work will be completed by November 1, 2009.
- February 10, 2009----In a memorandum to the Board, General Manager Martin summarizes the status of the project and repeats staff objections to the City's October 29, 2008 cost sharing proposal.
- February 10, 2009----The Board is provided with opinions from the Commission's Counsel, Staff Attorney Crowley, and the Office of the State's Attorney regarding, among others, issues concerning jurisdictional rights, regulatory concerns and financial responsibilities.
- February 12, 2009----Board Meeting-Commission tables discussion regarding request by City to supplement cost of the relocation of the transmission main.
- *February 13, 2009----City provides comment to DWC regarding 70% plan submittal. [Kos comment---September 24, 2009.*
- March 12, 2009----Board Meeting-Commission tables discussion regarding request by City to supplement cost of the relocation of the transmission main.
- April 9, 2009----Board Meeting-Commission votes to approve the request by County and City to supplement the cost of the relocation of the relocation of the transmission main. The motion fails due to insufficient municipal votes.
- April 20,2009----In a letter to John P. Kos, General Manager Martin states that the Commission continues to work with the City of Naperville as well as the County of DuPage on the 30-inch watermain relocation design ,and that the relocation design will be completed well in advance of the agreed upon November 1, 2009 commencement date. *[April 20,2009 e-mail from the County to DWC requesting a response to January 26,2009 letter from the County to DWC] Kos comment--- September 24, 2009.*
- June 3, 2009----Pre-final plans are delivered to the City and the County with the request to review, comment, and return comments to Commission no later than June 30, 2009.
- June 11, 2009----Board Meeting- No discussion.

- June 26,2009----Review comments are received from the City and the County
- July 9, 2009----A pre-final design review meeting is held with representatives of the Commission, AECOM Inc, the City, and the County in attendance.
- July 9, 2009----Board Meeting- No discussion.
- July 23, 2009----A Final design review meeting is held with representatives of the Commission, AECOM Inc. and the City in attendance.
- July 28, 2009----In a letter from Mr. John P. Kos, the County states their indifference to the Commission's cost sharing issues with the City, and continues on by directing the Commission to complete the relocation work by November 1, 2009.
- July 31, 2009----Final plans and specs are complete. Project is ready for bidding.
- August 7, 2009----In a letter addressed to General Manager Martin, City Manager Krieger repeats the City's position supporting the County's relocation demand to the Commission, and requests that the Commission begin the bidding process while acknowledging that this action would not bind the Commission to award a contract for the work.
- August 7, 2009----The City is provided with current and anticipated engineering costs.
- August 12, 2009---The City is provided with a revised construction cost based on the final plans and specs.
- August 13, 2009---Board Meeting-The Board approves Resolution R-42-09 authorizing the addition of certain construction services to the consultants scope of work for a project to relocate Commission facilities located at 75th and Washington Streets.
- August 14, 2009----Commissioner Poole and General Manager Martin discuss City Manager's Krieger letter of August 7th. General Manager Martin once again goes over the Commission's IGA policy with Commissioner Poole, and reminds him that as far as the issue of advertising this project without an IGA in place is concerned, the Board is still is divided.

- August 14, 2009---General Manager Martin and City Manager Krieger hold a meeting and, for the most part, discuss the same issues as was discussed with Commissioner Poole earlier in the day. City Manager Krieger asks if he plans to respond to the County's July 28, 2009 relocation letter. General Manager Martin responds by stating that the Board is divided on the issue.
- August 18, 2009---Naperville City Council adopts a "..... resolution authorizing the advance payment of up to \$516,000.00 for the relocation of the watermain component of the 75th and Washington Street project and the recovery of the relocation costs from the DuPage Water Commission....."
- August 24, 2009---General Manager Martin and City Manager Krieger discuss the City's resolution regarding advance payment and right of recovery. City Manager Krieger admits he believes this proposal will be unacceptable to the Commission.
- August 28, 2009---Commissioner Poole contacts General Manager Martin and asks how a Special Meeting can be called. General Manager Martin says the Chairman or four Commissioners can call a Special Meeting, but recommends that the issue be discussed at the regularly scheduled meeting when Chairman Rathje is back. Commissioner Poole feels the matter needs to be addressed immediately. Notice sent out about Special Meeting on September 2, 2009.
- September 2, 2009---Special Meeting-The Board directs staff to solicit bids for the proposed relocation work without an IGA with the City of Naperville in place.
- September 3, 2009---General Manager Martin sends letter to John Kos stating that at the Commission's Special Meeting of September 2, 2009 staff has been directed to solicit bids for the proposed relocation work.
- September 9, 2009---Project is schedule to be advertised. Bids are due October 7, 2009.
- October 8, 2009---Board Meeting-Potential award of contract for relocation work.
- December 1, 2009---Potential start of construction of relocation work.



Naperville

September 23, 2009

DuPage Water Commission Chairman and Commissioners
c/o Robert Martin
General Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126

Re: 75th Street and Washington Street Intersection

Dear Members of the DuPage Water Commission:

Thank you for taking the time to call and attend the special meeting on September 2, 2009. We appreciate the commission's understanding of the urgency of this issue and authorization to the general manager to bid the project. During the course of the meeting, questions did arise regarding the engineering reasons for the selection of the tunnel alternative and the question on whether it was a joint or city project.

When the pedestrian tunnel was initially being designed, the city's engineering consultant provided two options, a ninety (90) degree option and a seventy-eight (78) degree option. The March 15, 2005 report from the consultant stated that Alignment A, the seventy-eight (78) degree skew, would not require relocation of the DuPage Water Commission (DWC) thirty (30) inch transmission main while Alignment B, the ninety (90) degree skew, would require relocation.

Following this initial report from our consultant, the city held a meeting with staff of the DuPage Water Commission and their engineering consultants to review the report. At the April 12, 2005 meeting, the DWC staff and engineering consultant noted that they were very concerned about the closeness of the proposed retaining walls to the pipe in Alignment A. They were specifically concerned about the proximity of the wall and the stability of the thrust blocks at a bend near the retaining walls. Based upon these comments, the city believed that relocation of the DWC facilities would be required under either Alignment A or Alignment B. I have attached a copy of the preliminary engineering plan highlighting the retaining wall and the Water Commission's thirty (30) inch transmission line.

I have also noticed that there continues to be discussion about whether this improvement is a city project or a joint project. As both the City of Naperville and the County of DuPage have repeated several times, this is a joint project. I have attached the following documents that highlight the fact this is a joint city and county project.

- Letter to the DuPage Water Commission dated November 25, 2008 from County Board Chairman Robert Schillerstrom
- Letter to the DuPage Water Commission dated January 27, 2009 from Naperville City Attorney Margo Ely and DuPage county Assistant State's Attorney Robert Douglas
- DuPage County Resolution #DT-0027-01.
- DuPage County Resolution #DT-0027A-01
- DuPage County Resolution #DT-0027B-01
- DuPage County Resolution #DT-0027C-01
- DuPage County Resolution #DT-0027D-01

The City of Naperville and DuPage County have been working cooperatively on this project since 2001. The City of Naperville, DuPage County and the Forest Preserve District of DuPage County all jointly purchased the two gas stations that occupied two corners of this intersection. The city and county have also worked cooperatively with the Naperville Park District relative to land acquisition and easements for this project. This project exemplifies intergovernmental cooperation and I believe the City of Naperville's offer to fund fifty-five (55) percent of the relocation of the DWC water transmission main further demonstrated that spirit of cooperation.

Once again, thank you for authorizing the bidding of this project. We look forward to reaching resolution on funding the relocation of these facilities.

Sincerely,



A. George Pradel

Mayor

c: City Council
Douglas A. Krieger, City Manager
Margo Ely, City Attorney
Marcie Schatz, Director of TED
Allan Poole, Director of Public Utilities



ROBERT J. SCHILLERSTROM
COUNTY BOARD CHAIRMAN

DuPage County

(630) 407-6060

November 25, 2008

Mr. S. Louis Rathje, Chairman
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, Illinois 60612-4642

Re: Relocation of DuPage Water Commission 30 inch diameter watermain
CH 33/75th Street and Washington Street Intersection Improvement
Section 98-00288-02-CH

Dear Chairman Rathje:

The purpose of this letter is to respond to your recent letter and to clarify the position of the County of DuPage related to the pedestrian tunnel being constructed under Washington Street as a part of the above referenced project. The 75th Street and Washington Street intersection improvement is being jointly funded by the County of DuPage and the City of Naperville to enhance safety and to provide a significant congestion relief benefit for the area.

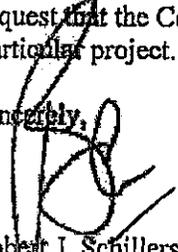
Although the City of Naperville is paying for the entire cost of the underpass, it is important to recognize the underpass provides safe passage across Washington Street for users of the Southern DuPage Regional Trail constructed by the DuPage County Division of Transportation, and it is viewed as a critical component of the project by the County of DuPage. It would be extremely unsafe for users of the Southern DuPage Regional Trail to cross Washington Street at grade. One of the reasons for our concern is the fact that additional through lanes will be constructed on Washington Street and 75th Street along with right turn lanes for south bound traffic on Washington Street and for west bound traffic on 75th Street, which are potential conflicts between trail users and motor vehicles. In addition, the Southern DuPage Regional Trail is an off street path and the typical user is not experienced in crossing a busy arterial intersection at grade.

Although the intergovernmental agreement (IGA) and associated amendments indicate the City of Naperville is responsible for funding the design and construction as well as being responsible for the maintenance of the pedestrian tunnel, I wish to reiterate that the County of DuPage views the pedestrian tunnel as integral to the project and does not

believe the Commission would be setting a precedent by funding all or a portion of the cost to relocate the watermain.

Since the County does not concur with your assessment that the conflict is strictly a result of an improvement being constructed solely for the City of Naperville, we respectfully request that the Commission reassess its position relative to cost participation for this particular project.

Sincerely,



Robert J. Schillerstrom
Chairman
DuPage County Board

*Call me w/
any questions.*



OFFICE OF THE STATE'S ATTORNEY
DUPAGE COUNTY, ILLINOIS

JOSEPH E. BIRKETT
STATE'S ATTORNEY

503 N. COUNTY FARM ROAD
WHEATON, ILLINOIS 60187
(630) 407-8000
(630) 407-8003 (TDD)
(630) 407-8171 FAX (CRIMINAL)
(630) 407-8201 FAX (CIVIL)
(630) 407-8006 FAX (CHILD SUPPORT/
COMPLAINTS)

January 27, 2009

DuPage County Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

Re: Water Main Relocation for 75th Street and Washington
Street Intersection Improvements

Dear Chairman and Board of Commissioners:

Thank you for this opportunity to for the City and County to jointly submit this letter to provide our legal opinion and basis as to the right to require the DuPage Water Commission to relocate approximately 500 linear feet of watermain located in the County right-of-way along 75th Street.

The County and City have been working jointly on necessary intersection improvements at 75th Street, a County Road, and Washington Street, a City street, since 2001. By Intergovernmental Agreement with the County, the City is designated as the lead agency and has been coordinating the design and funding of this joint project. To reduce conflicts between users of the County's Southern DuPage Regional Trail and vehicles using the highway intersection it was jointly determined that trail passage is best accomplished through an underground tunnel. The tunnel will result in a safer, more efficient intersection. The pedestrian tunnel and above ground intersection improvements all qualified for Federal Highway Transportation funds because the work is considered a highway improvement benefiting both drivers and trail users.

The County of DuPage, pursuant to the statutory authority granted under 605 ILCS 5/9-113(f), has the authority to require the removal and relocation of any pipe line or other equipment location upon or under a County highway, at the expense of the owner, when the removal or relocation is deemed necessary by the county for highway or highway safety purposes. In

compliance with this section, the County has deemed the relocation of the DuPage Water Commission watermain necessary to complete the 75th and Washington Intersection Project which includes the construction of the underground tunnel. The County and City consider this joint project necessary for highway and highway safety purposes.

As a local governmental entity that understands the monetary concerns affecting all taxing bodies during this current economy and in an effort to promote intergovernmental cooperation, the City of Naperville is offering to pay for 55% of the costs of the relocation of the watermain, estimated to be approximately \$352,500. The remaining costs to be incurred by the DuPage Water Commission constitute 45% or \$158,625.00.

Sincerely,

Mario L. Ely
City Attorney



Robert E. Douglas
Assistant State's Attorney

R E S O L U T I O N

DT-0027-01

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND THE CITY OF NAPERVILLE
CH 33/75TH STREET & WASHINGTON STREET
INTERSECTION IMPROVEMENT
SECTION 98-00288-02-CH
(COUNTY COST OF \$42,408)

WHEREAS, the County of DuPage (hereinafter "COUNTY") and the City of Naperville (hereinafter "CITY"), in order to ensure the safety of the motoring public desire to improve the intersection of 75th Street and Washington Street (said improvement hereinafter referred to as "PROJECT"); and

WHEREAS, the COUNTY and the CITY desire to cooperate in an effort to construct the PROJECT because of the immediate benefit of the PROJECT to the residents of the COUNTY and the CITY; and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and Illinois Revised Statutes 5 ILCS 220/1 et seq. authorizes the COUNTY and the CITY to cooperate in the performance of their responsibilities by contract and other agreements; and

WHEREAS an Agreement has been prepared and is attached hereto. Said Agreement outlines the financial participation of the COUNTY and the CITY for a Phase I Study for the PROJECT; and

WHEREAS, said Agreement must be executed before the Phase I Study for the PROJECT IMPROVEMENT may be initiated.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Clerk and Chairman of the Board be hereby directed and authorized to execute the aforementioned Agreement with the City of Naperville; and

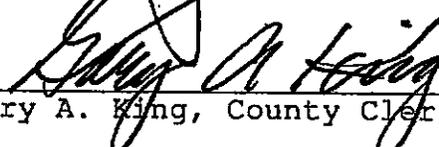
BE IT FURTHER RESOLVED that four (4) original copies of the Resolution and Agreement be sent to the City of Naperville through the DuPage County Division of Transportation, and one copy to the Treasurer, Auditor, Finance Department, State's Attorney's Office, Attention: Anna B. Harkins, and the DuPage County Division of Transportation.

Enacted and approved this 8th day of May, 2001,
Wheaton, Illinois.



Robert J. Schillerstrom, Chairman
DuPage County Board

ATTEST:



Gary A. King, County Clerk

Ayes: 21
Absent: 3

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF NAPERVILLE AND THE COUNTY OF DUPAGE
FOR THE 75th STREET & WASHINGTON STREET
INTERSECTION IMPROVEMENT**

THIS AGREEMENT is entered into this 8th day of May, 2001, between the City of Naperville, (hereinafter referred to as the "CITY"), a municipal corporation with offices at 400 South Eagle Street, P.O. Box 3020, Naperville, Illinois 60566-7020, and the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187.

RECITALS

WHEREAS, the CITY and the COUNTY are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 *et seq.* (1998); and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the state to exercise, combine or transfer any power or function; and

WHEREAS, the CITY and the COUNTY desire, in the best interest of the COUNTY and CITY, to reconstruct and rehabilitate the 75th Street and Washington Street intersection within the City of Naperville, Illinois to provide additional travel lanes and auxiliary turn lanes and new traffic signals at the intersection as part of a federal project, CITY Section No. 00-00114-00-PV, COUNTY Section No. 98-00288-02-CH (hereinafter referred to as the "PROJECT") utilizing funding from the Federal Surface Transportation Program (STP) and the Congestion Mitigation & Air Quality Improvement Program (CMAQ); and

WHEREAS, in order to facilitate the free flow of traffic and ensure safety to the motoring public, the parties to this AGREEMENT have determined to jointly plan, design, and construct improvements for the PROJECT; and

WHEREAS, the CITY and the COUNTY desire to cooperate and share in the cost to construct the PROJECT because of its immediate benefit to the residents of the CITY and COUNTY; and

WHEREAS, the CITY shall act as the Local Agency in the federal project and shall provide initial funding for the PROJECT, it is in the parties best interests to clarify their rights and responsibilities with respect to the PROJECT.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 RECITALS INCORPORATED

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth.

2.0 TERM OF THIS AGREEMENT

2.1 This AGREEMENT shall be in effect after its execution by the parties from _____, 2001 through December 31, 2006.

3.0 SCOPE OF WORK

3.1 The location of the PROJECT is shown in Exhibit A. The description of the PROJECT is set forth in Exhibit B.

3.2 The implementation of the PROJECT shall be in four (4) phases during the term of this Agreement according to the following anticipated schedule:

<u>Year</u>	<u>Phase</u>	<u>Item</u>	<u>Cost Responsibility</u>
2001-02	1	Implement and complete Preliminary Engineering	CITY/COUNTY/ CMAQ/FUNDING
2002-03	2	Implement and complete Design Engineering	CITY/COUNTY/ CMAQ/FUNDING
2004-06	3	Implement and complete Construction Engineering	CITY/COUNTY/ CMAQ/FUNDING
2004-06	4	Implement and complete PROJECT construction	CITY/COUNTY/CMAQ/ STP/FUNDING

3.3 The CITY and COUNTY shall enter into agreement initially for Phase 1, and further agree to amend this agreement, in whole or in part, or enter into a new agreement for Phases 2, 3, and 4 of the PROJECT.

3.4 T.Y. Lin International BASCOR, Inc. shall be retained by the CITY to complete the Phase 1 Engineering work for the PROJECT at a cost not to exceed \$371,627.00. The federal cost participation is \$297,600, and the local agency cost participation is \$74,400, as shown in Exhibit C. The local agency cost participation shall be split with approximately 43% being paid by the CITY for improvements to Washington Street and the DuPage River Trail, and approximately 57% being paid by the COUNTY for improvements to 75th Street. Therefore, the CITY shall pay an estimated amount of \$31,992, and the COUNTY shall pay an estimated amount of \$42,408 for Phase 1 Engineering of the PROJECT.

4.0 RESPONSIBILITIES OF THE CITY

4.1 The CITY shall act as the local agency and be responsible for completing all preliminary engineering, design engineering, right-of-way acquisition, permit processing, utility coordination, construction engineering and construction of the roadway and intersection

improvements which will be performed as part of the federal project (CITY Section No. 00-00114-00-PV, COUNTY Section No. 98-00288-02-CH) for the PROJECT, as described in Exhibit B.

4.2 The CITY shall be responsible for payment of their proportionate share of the costs associated with each phase of the PROJECT.

4.3 The CITY shall be responsible for payment of their full share of the cost of any additional scope of work added to the PROJECT that is uniquely attributable to the CITY jurisdictional portion of the PROJECT.

4.4 The CITY shall administer the contract and pay all engineering costs directly to the consultant, including the COUNTY share, as collected by the CITY from the COUNTY.

5.0 RESPONSIBILITIES OF THE COUNTY

5.1 The COUNTY shall be responsible for the review of the preliminary, pre-final, and final contract plans and plat of highways and shall provide written review comments to the CITY.

5.2 The COUNTY shall be responsible for the payment of their proportionate share of the engineering, right-of-way acquisition, and construction associated with the PROJECT.

5.3 The COUNTY shall be responsible for payment of its full share of the cost of any additional scope of work added to the PROJECT that is uniquely attributable to the COUNTY jurisdictional portion of the PROJECT.

5.4 Upon execution of this Agreement, the COUNTY shall pay to the CITY a lump sum of \$40,288, which is equal to 95% of the COUNTY estimated cost obligation of \$42,408 for phase 1 of this Agreement. The COUNTY shall pay to the CITY the remainder of the COUNTY cost obligation in a lump sum, upon completion of the PROJECT phase based on the final cost of

the PROJECT phase. Payments shall be made within thirty (30) days of invoice to the COUNTY by the CITY.

6.0 MAINTENANCE

6.1 Upon completion of the Project, the CITY and COUNTY shall maintain, or cause to be maintained, in satisfactory manner, their respective portion of the constructed improvements in accordance with established jurisdictional authority, generally as follows:

6.1.1 The CITY shall maintain the pavements, curbs, sidewalks, drainage structures, landscaping, and street lighting within the Washington Street right-of-way both north and south of 75th Street.

6.1.2 The COUNTY shall maintain the pavements, curbs, sidewalks, shoulders, drainage structures, landscaping, street lighting and traffic signals within the 75th Street right-of-way, the bridge carrying 75th Street over the West Branch of the DuPage River and the traffic signal at the Hobson Road – Washington Street intersection.

6.2 The CITY and COUNTY, by separate agreements with the DuPage County Forest Preserve District and the Naperville Park District, shall provide for the maintenance of the DuPage River Trail.

7.0 PARTIES' LIABILITY

7.1 The CITY shall be solely liable for any and all damages or cleanup costs resulting from the roadway improvements on property owned and maintained by the CITY.

7.2 The COUNTY shall be solely liable for any and all damages or cleanup costs resulting from the roadway improvements on property owned and maintained by the COUNTY.

7.3 The COUNTY shall be included on all of the contracted engineering consultant's insurance as an additional independent insured as stated in the agreement between the CITY and the contracted engineering consultant.

7.4 The COUNTY shall be included in the contracted engineering consultant's Indemnification section.

8.0 ENTIRE AGREEMENT

8.1 This AGREEMENT represents the entire AGREEMENT between the parties with respect to the operation of the PROJECT, and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

9.1 Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

FOR THE CITY

Director
Transportation and Engineering
City of Naperville
400 South Eagle Street
Naperville, IL 60540

FOR THE COUNTY

Mr. Charles Tokarski
County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

10.1 No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

10.2 If the COUNTY fails to make any payment required pursuant to Section 5 of this AGREEMENT, the CITY may, at its option, declare this AGREEMENT to be null and void and of no further effect. The CITY shall immediately deliver written notice of such a determination to the COUNTY.

10.3 If the CITY fails to execute and deliver to the COUNTY the plans, special provisions, and cost estimates required pursuant to Section 4 of the AGREEMENT, the COUNTY may, at its option, declare this AGREEMENT null and void and of no further effect. The COUNTY shall immediately deliver written notice of such a determination to the CITY.

11.0 NON-ASSIGNMENT

11.1 This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

12.0 GOVERNING LAW

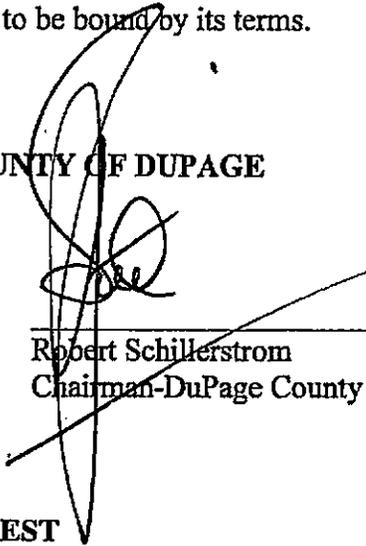
12.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge that they have read and understand this AGREEMENT and intend to be bound by its terms.

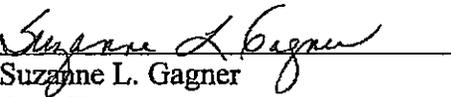
CITY OF NAPERVILLE

By: 
Peter T. Burchard
City Manager

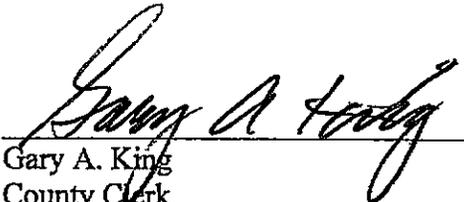
COUNTY OF DUPAGE

By: 
Robert Schillerstrom
Chairman-DuPage County Board

ATTEST

By: 
Suzanne L. Gagner
City Clerk

ATTEST

By: 
Gary A. King
County Clerk

LOCATION MAP

**75th Street and Washington Street Intersection Improvements
Segment 2 of the DuPage River Trail**

City of Naperville

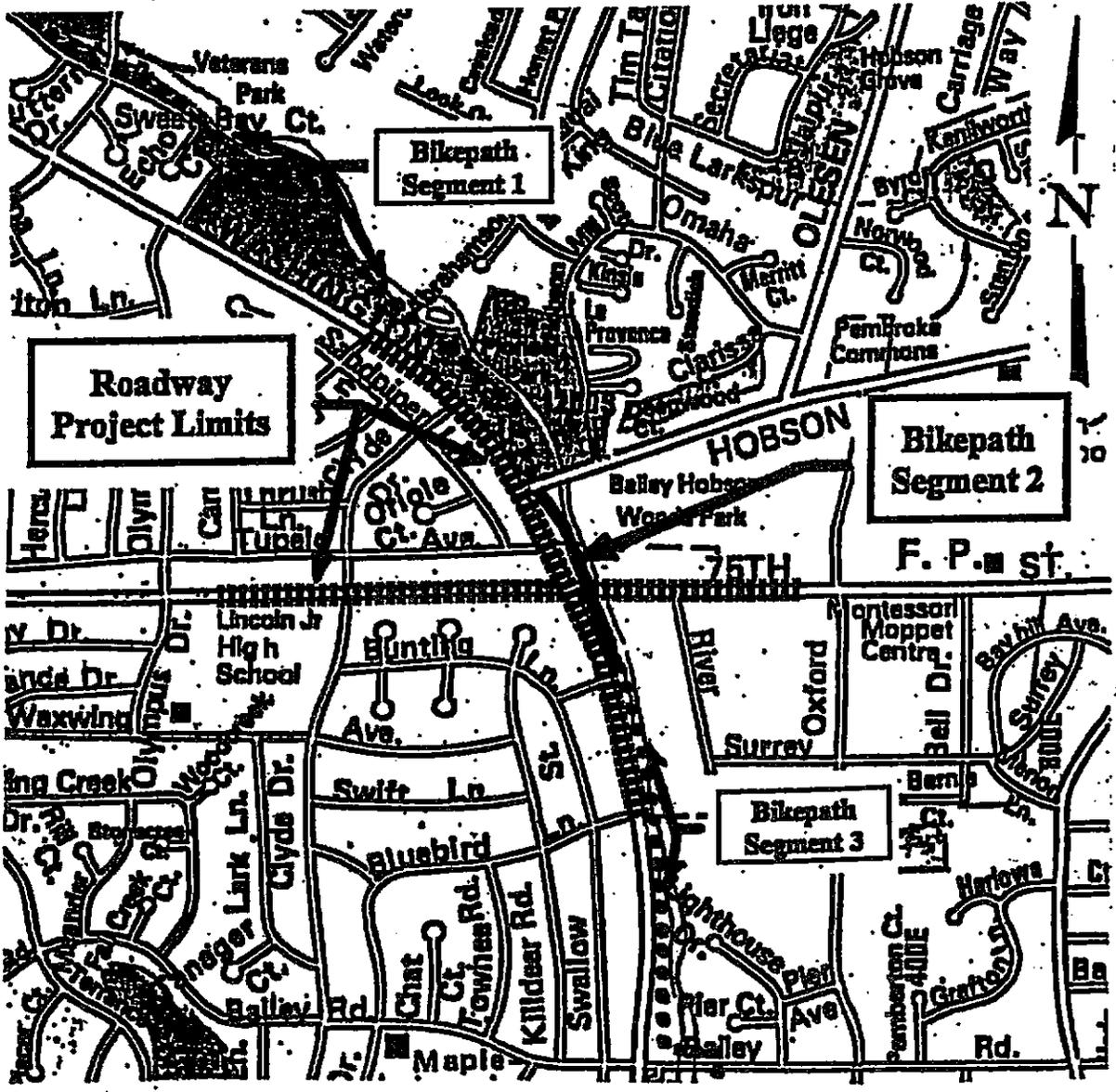


EXHIBIT A

PROJECT DESCRIPTION

75th Street and Washington Street Intersection Improvements Segment 2 of the DuPage River Trail

This project involves the widening of 75th Street and Washington Street to provide additional through lanes and auxiliary turn lanes at the intersection approaches. The proposed project limits on 75th Street are approximately 900' west of Clyde Drive to approximately 1500' east of Washington Street. The limits on Washington Street are just south of Bluebird Lane north to Tamarack Avenue. The total roadway project length is approximately 7600' (1.44 miles).

All of the proposed approaches to the 75th Street and Washington Street intersection will provide three through lanes, dual left turn lanes, and a single right turn lane. All lanes will be 12' wide. The total roadway width will be 114' (e-e), which includes a 6' wide barrier median.

Widening 75th Street will require the reconstruction of the bridge over the West Branch of the DuPage River. This is necessary to widen the bridge approximately 50'. The reconstruction will likely include extension of the reinforced concrete piers and abutments, as well as the addition of pre-cast, pre-stressed concrete deck beams.

At the Hobson Road intersection, the proposed cross section for the south approach will provide two through lanes and one right turn lane. The north approach will provide three through lanes and a left turn lane. All proposed lane widths are 12'. The east approach will consist of dual left turn lanes and a single right turn lane.

Adjacent to the proposed roadway improvements, the City of Naperville is constructing the DuPage River Trail. This is a bikeway facility that consists of a 12' wide, multi-use, bituminous path with a 2' shoulder on each side. The DuPage River Trail has been divided into four segments. Segment 1 was constructed in 2000. Segment 2 consists of an underpass at 75th Street, which will be completed as a part of this project. The 75th Street bridge reconstruction will incorporate the bikeway crossing. Segment 3 will be constructed in 2002, including an interim at-grade crossing at the signalized intersection of 75th Street and Washington Street. Segment 4 is entering the design phase, and will be constructed in future years.

Traffic signal modernization, signal interconnection, storm sewer modifications, and street lighting replacement will also be included in this project.

The total project cost is estimated to be \$14,369,500.

Naperville (C)	 of Transportation Local Agency Agreement for Federal Participation	00-00114-00-PV		
		Fund Type STA		
		State Contract	Day Labor	Local Contract X
				RR Force Account

This Agreement is made and entered into between the above local agency (LA) and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

Location

Local Name Washington Street Route FAU 2552 Length 1.515 miles

Termini And 75th Street Intersection.

Current Jurisdiction Local

Project Description Existing Str. No. 022-3039

All Preliminary Engineering (Phase I) required for a reconstruction (ECAD) Project.

Type of Work	Division of Cost				Total
	FHWA	%	State	%	
Participating Construction	()	()	()	()	()
Non-Participating Construction	()	()	()	()	()
Preliminary Engineering	\$297,600.	80.00	()	()	\$372,000
Construction Engineering	()	()	()	()	()
Right of Way	()	()	()	()	()
Railroads	()	()	()	()	()
Utilities	()	()	()	()	()
TOTAL	<u>\$297,600.</u>			<u>\$74,400.</u>	<u>\$372,000</u>

NOTE: The above costs are approximate and subject to change. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

The LA on February 20, 2001, appropriated, by separate resolution, ordinance or road improvement statement, \$400,000 to pay the LA's share of the cost and will appropriate additional funds, if required to cover the LA's total cost. LA's share of the cost to be paid with MFT Funds Other Funds.

Method of Financing (State Contract Work)

METHOD A—Lump Sum (95% of LA Obligation) _____

METHOD B—_____ Monthly Payments of _____

METHOD C—LA's Share _____ divided by estimated total cost multiplied by actual progress payment.
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-494-00	CMM-7003(983)		

R E S O L U T I O N

DT-0027A-01

AMENDMENT TO RESOLUTION DT-0027-01
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND THE CITY OF NAPERVILLE
CH 33/75TH STREET & WASHINGTON STREET
INTERSECTION IMPROVEMENT
SECTION 98-00288-02-CH
(ADDITIONAL COST TO COUNTY OF \$2,868)

WHEREAS, the DuPage County Board has heretofore adopted Resolution DT-0027-01 dated May 8, 2001 for CH 33/75th Street and Washington Street Intersection Improvement, Section 98-00288-02-CH; and

WHEREAS, the County of DuPage (hereinafter "COUNTY") and the City of Naperville (hereinafter "CITY"), desire to enter into an amendment to the Intergovernmental Agreement between the parties dated May 8, 2001 to define the parties' obligations with respect to payment for additional design engineering services regarding supplemental drainage tasks for the 75th Street and Washington Street Intersection Improvement (hereinafter "PROJECT"); and

WHEREAS, an Amended Agreement to the Agreement dated May 8, 2001 has been prepared and is attached hereto. Said Amended Agreement outlines the financial participation of the COUNTY and the CITY for the PROJECT; and

WHEREAS, said Amended Agreement must be executed before the additional work may be initiated.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Clerk and Chairman of the Board be hereby directed and authorized to execute the aforementioned Amended Agreement with the City of Naperville; and

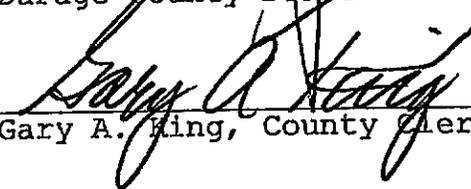
BE IT FURTHER RESOLVED that three (3) original copies of the Amended Resolution and Agreement be sent to the City of Naperville and one (1) original copy be sent to the Illinois Department of Transportation through the DuPage County Division of Transportation, and a copy to the Treasurer, Auditor, Finance Department, State's Attorney's Office, Attention: Robert E. Douglas, and the DuPage County Division of Transportation.

Enacted and approved this 22nd day of October, 2002,
Wheaton, Illinois.



Robert J. Schillerstrom, Chairman
DuPage County Board

ATTEST:



Gary A. King, County Clerk

Ayes: 22
Absent: 2

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF NAPERVILLE AND THE COUNTY OF DUPAGE
DATED MAY 8, 2001 FOR THE 75TH STREET
AND WASHINGTON STREET INTERSECTION IMPROVEMENT**

**THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
DATED MAY 8, 2001** is entered into this 22nd day of October 2002,
between the City of Naperville, (hereinafter referred to as the "CITY"), a municipal
corporation with offices at 400 South Eagle Street, Naperville, Illinois 60566-7020, and the
County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic,
with offices at 421 North County Farm Road, Wheaton, Illinois 60187.

RECITAL

WHEREAS, the CITY and the COUNTY desire to enter into an Amendment to the
Intergovernmental Agreement between the parties dated May 8, 2001, to define the parties'
obligations with respect to payment for additional design engineering services regarding
supplemental drainage tasks for the 75th Street and Washington Street Intersection
Improvement (hereinafter referred to as the "PROJECT").

NOW THEREFORE, in consideration of the premises and mutual covenants contained
herein, the parties agree that:

1.0 RECITALS INCORPORATED

1.1 The foregoing recital is incorporated herein by reference as though fully
set forth.

2.0 AMENDMENT

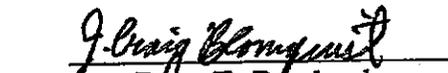
2.1 The total cost for the additional design engineering services for the PROJECT is \$28,680.00. The CITY and the COUNTY shall each be responsible to pay \$2,868.00 for the additional services, or 10% of the total cost. The remainder of the cost for the additional services shall be paid through federal funds administered by the Illinois Department of Transportation. The CITY shall procure the additional services.

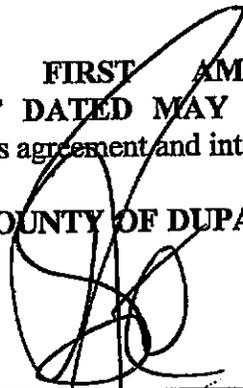
2.2 The terms of the Intergovernmental Agreement dated May 8, 2001 are incorporated herein by reference and shall remain in full force and effect.

THE PARTIES TO THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT DATED MAY 8, 2001 by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms.

CITY OF NAPERVILLE

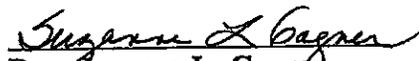
COUNTY OF DUPAGE

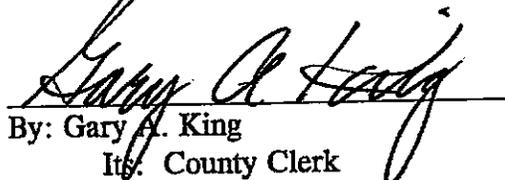

By: Peter T. Burchard
Its: City Manager


By: Robert Schillerstrom
Its: Chairman - DuPage County Board

ATTEST:

ATTEST:


By: Suzanne L. Gagner
Its: City Clerk


By: Gary A. King
Its: County Clerk

R E S O L U T I O N

DT-0027B-01

AMENDMENT TO RESOLUTION DT-0027-01 AND DT-0027A-01
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND THE CITY OF NAPERVILLE
CH 33/75TH STREET & WASHINGTON STREET
INTERSECTION IMPROVEMENT
SECTION 98-00288-02-CH
(ADDITIONAL COST TO COUNTY OF \$500,000)

WHEREAS, the DuPage County Board has heretofore adopted Resolutions DT-0027-01 dated May 8, 2001 and DT-0027A-01 dated October 22, 2002 for CH 33/75th Street and Washington Street Intersection Improvement, Section 98-00288-02-CH; and

WHEREAS, the County of DuPage (hereinafter "COUNTY") and the City of Naperville (hereinafter "CITY"), desire to enter into an amendment to the Intergovernmental Agreement between the parties to define the parties' obligations with respect to payment for right-of-way acquisition regarding the 75th Street and Washington Street Intersection Improvement (hereinafter "PROJECT"); and

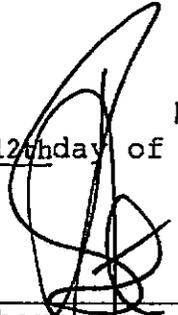
WHEREAS, a Second Amendment to the Agreement dated May 8, 2001 has been prepared and is attached hereto. Said Amended Agreement outlines the financial participation of the COUNTY and the CITY related to right-of-way acquisition for the PROJECT and limits the obligation of the COUNTY for right-of-way acquisition to \$500,000; and

WHEREAS, it is in the best interest of the COUNTY to execute the Amendment Agreement

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Clerk and Chairman of the Board be hereby directed and authorized to execute the aforementioned Amended Agreement with the City of Naperville; and

BE IT FURTHER RESOLVED that four (4) original copies of the Amended Resolution and Agreement be sent to the City of Naperville through DuPage County Division of Transportation, and one copy to the Treasurer, Auditor, Finance Department, State's Attorney's Office, Attention: Donna B. Pindel and the DuPage County Division of Transportation.

Enacted and approved this 12th day of August, 2003,
Wheaton, Illinois.



Robert J. Schillerstrom, Chairman
DuPage County Board

ATTEST:



Gary A. King, County Clerk

Ayes: 14
Nays: 1
Absent: 3

**SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF NAPERVILLE AND THE COUNTY OF DUPAGE
DATED MAY 8, 2001 FOR THE 75TH STREET
AND WASHINGTON STREET INTERSECTION IMPROVEMENT**

THIS SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT DATED MAY 8, 2001 is entered into this 12th day of August 2003, between the City of Naperville, (hereinafter referred to as the "CITY"), a municipal corporation with offices at 400 South Eagle Street, Naperville, Illinois 60566-7020, and the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187.

RECITAL

WHEREAS, the CITY and the COUNTY desire to enter into a Second Amendment to the Intergovernmental Agreement between the parties dated May 8, 2001, to define the COUNTY's obligation with respect to reimbursement to the CITY for land acquisition costs for the 75th Street and Washington Street Intersection Improvement (hereinafter referred to as the "PROJECT").

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 RECITALS INCORPORATED

1.1 The foregoing recital is incorporated herein by reference as though fully set forth.

2.0 AMENDMENT

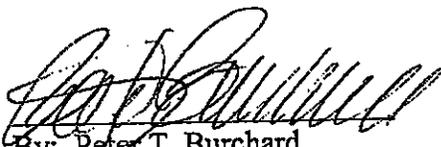
2.1 The COUNTY shall pay to the CITY promptly upon execution of this Second Amendment the sum of \$500,000.00 as reimbursement for the CITY's land acquisition costs for the PROJECT. The CITY and the COUNTY agree that the total land acquisition costs necessary for the PROJECT immediately adjacent to 75th Street are estimated to be \$2,325,000.00. The CITY and the COUNTY agree that the COUNTY's contribution toward the land acquisition costs is limited to \$500,000.00.

2.2 The terms of the Intergovernmental Agreement dated May 8, 2001 are incorporated herein by reference and shall remain in full force and effect.

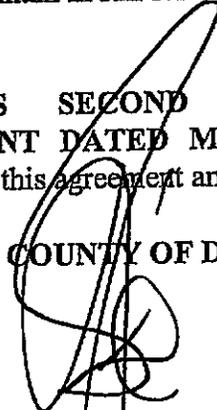
THE PARTIES TO THIS SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT DATED MAY 8, 2001 by their signatures acknowledge they have read and understand this agreement and are bound by its terms.

CITY OF NAPERVILLE

COUNTY OF DUPAGE



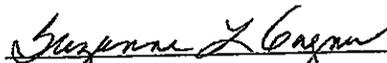
By: Peter T. Burchard
Its: City Manager



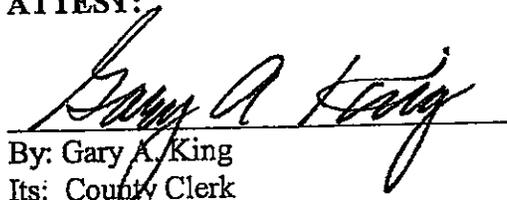
By: Robert Schillerstrom
Its: Chairman - DuPage County Board

ATTEST:

ATTEST:



By: Suzanne L. Gagner
Its: City Clerk



By: Gary A. King
Its: County Clerk

R E S O L U T I O N

DT-0027C-01

THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND THE CITY OF NAPERVILLE
CH 33/75TH STREET & WASHINGTON STREET
INTERSECTION IMPROVEMENT
SECTION 98-00288-02-CH
(ADDITIONAL COST TO COUNTY OF \$136,480.00)

WHEREAS, the DuPage County Board has heretofore adopted Resolutions DT-0027-01 dated May 8, 2001, DT-0027A-01 dated October 22, 2002 and DT-0027B-01 dated August 13, 2003 for CH 33/75th Street and Washington Street Intersection Improvement, Section 98-00288-02-CH; and

WHEREAS, the County of DuPage (hereinafter "COUNTY") and the City of Naperville (hereinafter "CITY"), desire to enter into a Third Amendment to the Intergovernmental Agreement between the parties to define the parties' responsibilities with respect to Phase II Engineering for the 75th Street and Washington Street Intersection Improvement (hereinafter "PROJECT"); and

WHEREAS, a Third Amendment to the Agreement dated May 8, 2001 has been prepared and is attached hereto which outlines the responsibilities of the COUNTY and CITY for the Phase II Engineering for the PROJECT; and

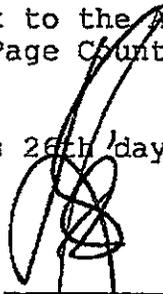
WHEREAS, it is in the best interest of the COUNTY to execute the Third Amendment to the Agreement

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Clerk and Chairman of the Board be hereby directed and authorized to execute the aforementioned Third Amendment to the Agreement with the City of Naperville, and

BE IT FURTHER RESOLVED that two (2) original copies of this Resolution and Third Amendment to the Agreement be sent to the City of Naperville through DuPage County Division of Transportation.

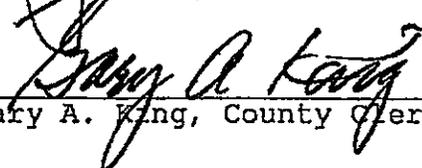
Enacted and approved this 26th day of June, 2007 at Wheaton, Illinois.

Ayes: 16
Absent: 2



Robert J. Schillerstrom, Chairman
DuPage County Board

ATTEST:



Gary A. King, County Clerk

**THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF NAPERVILLE AND THE COUNTY OF DUPAGE
DATED MAY 8, 2001 FOR THE 75TH STREET
AND WASHINGTON STREET INTERSECTION IMPROVEMENT**

THIS THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT DATED MAY 8, 2001 is entered into this 15th day of May 2007, between the City of Naperville, (the "CITY"), a municipal corporation with offices at 400 South Eagle Street, Naperville, Illinois 60566-7020, and the County of DuPage (the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187

RECITALS

WHEREAS, the CITY and the COUNTY desire to enter into a Third Amendment to the Intergovernmental Agreement between the parties dated May 8, 2001, to define the responsibilities of the COUNTY and the CITY for Phase II Engineering for the 75th Street and Washington Street Intersection Improvement (the "PROJECT"), and

WHEREAS, pursuant to Section 3 0 of the Intergovernmental Agreement dated May 8, 2001, the CITY and the COUNTY wish to amend that Agreement to define the parties' obligations with respect to Phase II Engineering of the PROJECT, and

WHEREAS, the CITY and COUNTY agree that the PROJECT shall equally benefit the residents of both the CITY and the COUNTY

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that

1.0 RECITALS INCORPORATED

1 1 The foregoing recitals are incorporated herein by reference as though fully set forth

EXHIBIT A

2.0 AMENDMENT

2.1 **Payment Amount.** T Y Lin International, Inc, f/k/a T Y Lin International Bascor, Inc, (hereinafter referred to as the "CONSULTANT") shall be retained by the CITY to complete Phase II Engineering for the PROJECT at a cost not to exceed \$857,520 00 and the CITY agrees to be solely responsible for all payments to the CONSULTANT subject to reimbursement from the COUNTY as stipulated herein in 2.2 of this Third Amendment to the Intergovernmental Agreement. The federal cost participation is estimated to be \$584,560, and the local agency cost participation to be shared equally between the COUNTY and the CITY is estimated to be \$272,960. Thus, the CITY and the COUNTY shall each pay an estimated amount of \$136,480 for Phase II Engineering of the PROJECT.

2.2 **Payment Schedule.** The COUNTY shall make three equal lump sum payments of \$34,120 to the CITY upon completion of 25%, 50%, and 75%, respectively, of the Phase II Engineering for the PROJECT as indicated by the progress schedule submitted by the CONSULTANT. The COUNTY shall pay to the CITY the remainder of the COUNTY cost obligation in a lump sum upon completion of the Phase II Engineering for the PROJECT based upon the final cost of the Phase II Engineering for the PROJECT. Completion of the Phase II Engineering for the PROJECT shall occur when the CITY issues final payment to the CONSULTANT for Phase II Engineering services. Payments shall be made within thirty days (30) days of invoice to COUNTY by the CITY.

2.3 **Plan Review.** The CITY shall submit copies of the Phase II Engineering documents to the COUNTY for review and approval on a periodic basis. The COUNTY shall provide review comments to the CITY in a timely manner and the COUNTY shall not unreasonably withhold approval of Phase II Engineering submittals. The CITY shall not invoice

the COUNTY for the COUNTY share of the final amount for Phase II Engineering until COUNTY approval of the Phase II Engineering for the PROJECT is completed as noted in 2.2 of this Third Amendment to the Intergovernmental Agreement

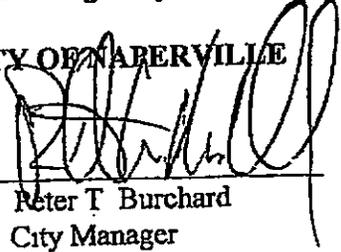
2.4 **General Conditions.** Section 2.0 of the Intergovernmental Agreement dated May 8, 2001 ("Term of this Agreement") between the CITY and the COUNTY is amended and the term of the Intergovernmental Agreement is extended to December 31, 2010

3.0 PRIOR AGREEMENTS

3.1 The terms of the original agreement and amendments noted as follows are incorporated herein by reference and shall remain in full force and effect to the extent that they do not conflict with the terms of this Third Amendment (1) the Intergovernmental Agreement dated May 8, 2001, (2) the First Amendment to the Intergovernmental Agreement dated October 22, 2002, and (3) the Second Amendment to the Intergovernmental Agreement dated August 13, 2003

THE PARTIES TO THIS THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT DATED MAY 8, 2001 by their signatures acknowledge they have read and understand this amendment and are bound by its terms

CITY OF NAPERVILLE


By Peter T. Burchard
Its City Manager

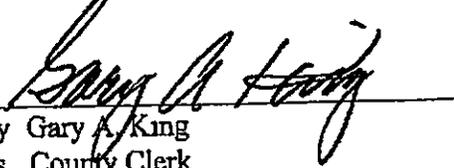
ATTEST:


By Suzanne L. Gagner
Its City Clerk

COUNTY OF DUPAGE


By Robert J. Schillerstrom
Its County Board Chairman

ATTEST:


By Gary A. King
Its County Clerk

RESOLUTION NO. 07 - 028

A RESOLUTION APPROVING A THIRD AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF NAPERVILLE AND
THE COUNTY OF DuPAGE FOR THE 75TH STREET
AND WASHINGTON STREET INTERSECTION IMPROVEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE,
DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule authority as
follows

SECTION 1: The Third Amendment to the Intergovernmental Agreement Between
the City Of Naperville and the County Of DuPage dated May 8, 2001, for the 75th Street and
Washington Street Intersection Improvement, attached to this Resolution as Exhibit A, is hereby
approved

SECTION 2: The City Manager and City Clerk are directed to execute the agreement on
behalf of the City

SECTION 3: This Resolution shall be in full force and effect upon its passage and
approval

ADOPTED this 1st day of May, 2007

AYES ELLINGSON, FURSTENAU, KRAUSE, MILLER, ROSANOVA,
 WEHRLI, PRADEL, BOYAJIAN

NAYS NONE

ABSENT SENGER

APPROVED this 2nd day of May, 2007

A. George Pradel

A. George Pradel
Mayor

ATTEST

Suzanne L. Gagner
Suzanne L. Gagner, OMC
City Clerk



R E S O L U T I O N

DT-0027D-01

FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND THE CITY OF NAPERVILLE
CH 33/75TH STREET & WASHINGTON STREET
INTERSECTION IMPROVEMENT
SECTION 98-00288-02-CH
(ADDITIONAL ESTIMATED COST TO COUNTY OF \$7,457,000)

WHEREAS, the DuPage County Board has heretofore adopted Resolutions DT-0027-01 dated May 8, 2001, DT-0027A-01 dated October 22, 2002, DT-0027B-01 dated August 13, 2003 and DT-0027C-01 dated June 26, 2007 for the CH 33/75th Street and Washington Street Intersection Improvement (hereinafter "PROJECT"), Section 98-00288-02-CH; and

WHEREAS, the County of DuPage (hereinafter "COUNTY") and the City of Naperville (hereinafter "CITY"), desire to enter into a Fourth Amendment to the Intergovernmental Agreement between the parties to define the parties' responsibilities with respect to Phase III engineering and construction for the PROJECT; and

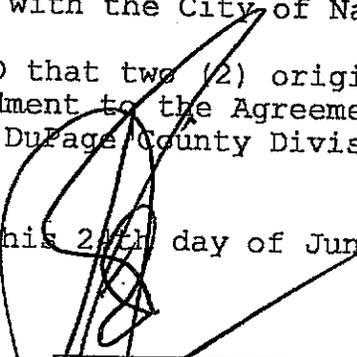
WHEREAS, a Fourth Amendment to the Agreement dated May 8, 2001 has been prepared and is attached hereto which outlines the responsibilities of the COUNTY and CITY for Phase III engineering and construction for the PROJECT; and

WHEREAS, it is in the best interest of the COUNTY to execute the Fourth Amendment to the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Clerk and Chairman of the Board be hereby directed and authorized to execute the aforementioned Fourth Amendment to the Agreement with the City of Naperville; and

BE IT FURTHER RESOLVED that two (2) original copies of this Resolution and Fourth Amendment to the Agreement be sent to the City of Naperville through DuPage County Division of Transportation.

Enacted and approved this 24th day of June, 2008 at Wheaton, Illinois.


Robert J. Schillerstrom, Chairman
DuPage County Board

Ayes: 17
Absent: 1

ATTEST:


Gary A. King, County Clerk

**FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF NAPERVILLE AND THE COUNTY OF DUPAGE
DATED MAY 8, 2001 FOR THE 75TH STREET
AND WASHINGTON STREET INTERSECTION IMPROVEMENT**

**THIS FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
DATED MAY 8, 2001** is entered into this 24th day of June 2008, between the City of Naperville, (hereinafter referred to as the "CITY"), a municipal corporation with offices at 400 South Eagle Street, Naperville, Illinois 60566-7020, and the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187.

RECITALS

WHEREAS, the CITY and the COUNTY desire to enter into a Fourth Amendment to the Intergovernmental Agreement between the parties dated May 8, 2001, to define the responsibilities of the COUNTY and the CITY for Phase 3 Construction Engineering and Construction of the 75th Street and Washington Street Intersection Improvement (hereinafter referred to as the "PROJECT"); and

WHEREAS, pursuant to Section 3.0 of the Intergovernmental Agreement dated May 8, 2001, the CITY and the COUNTY wish to amend that Agreement to define the parties' obligations with respect to Phase 3 Construction Engineering and Construction of the PROJECT; and

WHEREAS, the CITY and COUNTY agree that an underpass beneath Washington Street for the purpose of accommodating pedestrians and bicyclists (hereinafter referred to as the "UNDERPASS") shall be constructed as part of the PROJECT. Said UNDERPASS will include construction of a tunnel under Washington Street, north of 75th Street, approach paths east and west of

the tunnel that will connect to paths parallel to 75th Street and Washington Street, retaining walls, drainage, lighting, security cameras and other necessary appurtenances.

WHEREAS, the CITY proposes that noise walls (hereinafter referred to as the "NOISE WALLS") be constructed along Washington Street and 75th Street as part of the PROJECT and the COUNTY concurs. The NOISE WALLS shall be constructed at the locations depicted in Exhibit A. Engineering and Construction of the NOISE WALLS shall be performed under separate contract from the other elements of the PROJECT.

WHEREAS, the CITY and COUNTY agree that the PROJECT shall benefit the residents of both the CITY and the COUNTY.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 RECITALS INCORPORATED

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth.

2.0 AMENDMENT

2.1 **Construction.** The CITY shall enter into an agreement with the Illinois Department of Transportation ("IDOT") wherein IDOT will let, award, administer and finance the construction of the PROJECT (except for the NOISE WALLS), and the CITY shall reimburse IDOT for the local agency share of the PROJECT construction costs. IDOT will construct those elements of the PROJECT as depicted in the plans entitled "Plans for Proposed Federal Aid Highway F.A.U. Route 2552 - Washington Street and 75th Street (County Highway 33)", and identified as Illinois Department of Transportation Section Number 00-00114-00-PV, which plans are hereby incorporated by reference as part of this agreement.

The following tables define FEDERAL/COUNTY/CITY funding and estimated cost shares for the major work items associated with the construction of the PROJECT.

INTERSECTION IMPROVEMENTS	FEDERAL (STP)	COUNTY	CITY
1) Roadway, including pavement, curbs, drainage, landscape restoration, trails, and sidewalk	\$4,657,000 (to be split on a pro rata basis for all STP eligible items)	46.0% (\$5,291,000)	54.0% (\$6,210,000)
2) Retaining Walls C & D *		100% (\$414,000)	0%
3) Retaining Wall E *		50% (\$162,000)	50% (\$162,000)
4) Retaining Wall F *		0%	100% (\$840,000)
5) Signal at Washington Street & 75 th Street including combination poles & interconnect		50.0% (\$183,000)	50.0% (\$183,000)
6) Signal at Washington Street & Hobson Road including combination poles		1/3 (\$54,000)	2/3 (\$108,000)
7) Street Lighting (including 75 th Street)		0 %	100% (\$385,000)
TOTAL	\$4,657,000	\$6,104,000	\$7,888,000

* See Exhibit B – Retaining Walls

BRIDGE	FEDERAL (BRP)	COUNTY	CITY
1) Bridge over West Branch of the DuPage River	80% (\$3,169,000)	Balance (\$792,000)	0%

UNDERPASS	FEDERAL (STP/TCM)	COUNTY	CITY
1) Structure, approach paths (east & west of structure and path through structure), retaining walls A & B, lighting, cameras, and drainage, etc. *	\$795,000	0%	Balance (\$1,076,000)

* See Exhibit B – Retaining Walls

NAPERVILLE PUBLIC UTILITIES	FEDERAL	COUNTY	CITY
1) New ducts & relocated electric facilities	0%	0%	100% (\$2,378,000)
2) Watermain and Sanitary Sewer Relocation	0%	0%	100% (\$288,000)

NOISE WALLS	FEDERAL	COUNTY	CITY
1) Noise Walls	0%	0%	100%

The total cost of Construction of the PROJECT (except the NOISE WALLS) is estimated to be \$27,147,000. The federal cost participation for the PROJECT is estimated to be \$8,621,000 and the local agency cost participation for the PROJECT is estimated to be \$18,526,000. The COUNTY'S share of construction costs is estimated to be \$6,896,000 and the CITY'S share of construction costs is estimated to be \$11,630,000. The COUNTY'S and CITY'S construction costs will be based upon final quantities.

The COUNTY shall reimburse the CITY for the COUNTY'S proportionate share of Construction costs of the PROJECT in payment increments as follows: 25% upon award of a Construction contract but not until after December 1, 2008; 25% on or after December 1, 2009; 25% on or after December 1, 2010; and the balance of the COUNTY'S share of Construction costs, based

on quantities billed to the CITY by IDOT, shall be invoiced upon receipt by the CITY on or after December 1, 2011. CITY agrees that no invoice shall be sent to the COUNTY until after December 1, 2008 and all payments shall be made within forty-five (45) days of invoice to the COUNTY by the CITY.

2.2 Phase 3 Construction Engineering. The CITY has retained a consultant to provide Phase 3 Construction Engineering services for the PROJECT (except the NOISE WALLS) at an estimated cost of \$1,700,000 and the COUNTY concurs in the selection of the Phase 3 Construction Engineering consultant and the cost to provide said engineering services. The CITY and the COUNTY share of construction engineering costs shall be in proportion with the COUNTY'S and the CITY'S respective share of construction costs as estimated using contractor bid prices. The COUNTY'S share of construction engineering costs will be reduced by that proportionate share of federal BRP funding (80%) to be allocated toward construction engineering for the replacement of the bridge carrying 75th Street over the West Branch of the DuPage River. The COUNTY'S share of the construction engineering costs shall be 44.5% of the total engineering costs less the BRP funding: $(0.445 \times \$1,700,000.) - \$195,000$ for a total estimated cost of \$561,000. The CITY'S share of the construction engineering costs shall be 55.5% of the total engineering cost estimated to be \$944,000.

The COUNTY shall make three equal lump sum payments of \$140,250 for Phase 3 Construction Engineering for the PROJECT to the CITY upon completion of 25%, 50%, and 75%, respectively, of the Construction for the PROJECT as indicated by invoices submitted. The COUNTY shall pay to the CITY the remainder of the COUNTY portion of the Phase 3 Construction Engineering for the PROJECT based upon the proportionate final cost of the Phase 3 Construction Engineering for the PROJECT, less any federal participation for Phase 3 Construction Engineering for the bridge carrying 75th Street over the West Branch of the DuPage River. Completion of the Phase 3 Construction Engineering for the PROJECT shall occur when the CITY issues final payment to the

CONSULTANT for Phase 3 Construction Engineering services. Payments shall be made within forty-five days (45) days of an invoice to the COUNTY by the CITY.

2.3 Fees. The COUNTY shall be responsible for payment of their proportionate share of permit fees and stormwater fee in lieu of costs based on DuPage County Stormwater Ordinance requirements associated with the PROJECT. The COUNTY's proportionate share shall be 44.5% which is estimated to be \$120,000.

2.4 Maintenance. The following tables define COUNTY/CITY maintenance responsibilities upon completion of the PROJECT :

75 th STREET	COUNTY	CITY
1) Roadway, including pavement, curb & gutter, storm sewers & drainage structures and sidewalks	100%	
2) Median & parkway plantings and mulch beds		100%
3) Median & parkway turf **	100%	
4) Lighting Maintenance	100%	
5) Lighting Energy (all PROJECT lighting);		100%
6) Signal @ Washington (including interconnect)	100% Maintenance	100% Energy
7) Bridge over West Branch of the DuPage River (excluding Naperville Electric duct package)	100%	
8) Southern DuPage County Regional Trail (along 75 th Street west of the UNDERPASS west approach and within Hobson Rd. ROW as depicted on Exhibit C attached hereto and incorporated herein; see 3.7 herein)	100%	

9) Portions of retaining walls C & E within the 75th Street right-of-way (as noted on Exhibit B)	100%	
--	------	--

** As long as the COUNTY elects to do so, the CITY agrees to contract with the COUNTY to perform the mowing within the PROJECT limits on a contractual basis.

WASHINGTON STREET	COUNTY	CITY
1) Roadway, including pavement, curb & gutter, storm sewers & drainage structures and sidewalks		100%
2) Median & parkway landscaping		100%
3) Lighting Maintenance		100%
4) Lighting Energy		100%
5) Signal @ Hobson Road	100% Maintenance	100% Energy
6) Retaining walls D & F and portions of retaining walls C & E within the Washington Street right-of-way (as noted on Exhibit B)		100%
7) DuPage River Trail (east side of Washington Street, including lighting/surveillance beneath the 75 th Street bridge over West Branch DuPage River, as depicted on Exhibit C attached hereto and incorporated herein; see 3.7 herein.)		100% (or by others)

UNDERPASS	COUNTY	CITY
1) Including structure, approach paths (east & west of structure and path through the structure), drainage of the underpass, lighting/surveillance, retaining walls A & B. (Retaining Walls as noted on Exhibit B)		100%

NAPERVILLE PUBLIC UTILITIES	COUNTY	CITY
1) New & relocated utilities, including facilities affixed to the bridge carrying 75 th Street over the West Branch of the DuPage River		100%

NOISE WALLS	COUNTY	CITY
1) All noise walls along Washington Street and 75 th Street		100%

2.5 **General Conditions.** Section 2.4 of the General Conditions of the Third Amendment to the Intergovernmental Agreement dated May 8, 2001 ("Term of this Agreement") between the CITY and the COUNTY is amended and the term of the Intergovernmental Agreement is extended to June 30, 2012.

3.0 ADDITIONAL CONDITIONS

3.1 No later than fourteen (14) days after the execution of this FOURTH AMENDMENT, each party shall designate a representative to the other party who shall serve as the

representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in the original Intergovernmental Agreement between the parties dated May 8, 2001 and all subsequent amendments thereto. Representatives shall be readily available to the other party.

3.2 This FOURTH AMENDMENT shall serve in lieu of a separate COUNTY permit for the construction of the NOISE WALLS to be constructed as part of the PROJECT; and, by execution of the FOURTH AMENDMENT, the CITY shall be bound by the General Terms of Highway Permits as they exist on the date of execution of the FOURTH AMENDMENT by the COUNTY. The COUNTY and the CITY agree that they shall adjust, relocate, protect or remove their respective utilities and/or require public utilities within their respective rights-of-way which are in conflict with the PROJECT to relocate at no cost.

3.3 This FOURTH AMENDMENT shall serve in lieu of a separate COUNTY permit for the Naperville Public Utility and street lighting work being done as part of the PROJECT; and, by execution of this FOURTH AMENDMENT, the CITY shall be bound to the General Terms for Highway Permits as they exist on the date of execution of this FOURTH AMENDMENT by the COUNTY. However, it is understood that the CITY will be required to obtain a permit for any maintenance work done after the PROJECT has been constructed.

3.4 If, in the future, the COUNTY adopts a roadway or traffic signal improvement which requires modernization or reconstruction of the signals improved as part of the PROJECT, the parties hereby agree to pay a cost share of the improvement to the traffic signals based on the number of approaches to the intersection maintained by the respective parties hereto.

3.5 The CITY and the COUNTY agree that the CITY shall be responsible for any costs associated with the removal of illegal encroachments within the 75th Street right-of-way as a part of the PROJECT.

3.6 The CITY and COUNTY agree that neither party will materially modify the final Plans and Specifications for the PROJECT for any of the various elements of the overall project that affect the other party subject to the original Intergovernmental Agreement between the parties dated May 8, 2001 and all subsequent amendments without first formally advising the other party of the required changes(s) and allowing reasonable time for review and approval by the other party.

3.7 Paragraph 6.2 of the original agreement shall be revised and replaced by the following: "The CITY, by separate agreements with the DuPage County Forest Preserve District and the Naperville Park District, shall provide for the maintenance of the DuPage River Trail east of Washington Street, including beneath the 75th Street over West Branch DuPage River structure. The COUNTY shall be responsible for maintaining that portion of the Southern DuPage County Regional Trail along 75th Street west of the UNDERPASS west approach, and that portion of the trail within Hobson Road right-of-way."

4.0 PRIOR AGREEMENTS

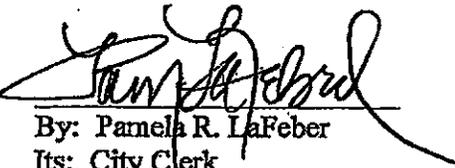
4.1 The terms of the original agreement and amendments noted as follows are incorporated herein by reference and shall remain in full force and effect to the extent that they do not conflict with the terms of this Fourth Amendment: (1) the Intergovernmental Agreement dated May 8, 2001; (2) the First Amendment to the Intergovernmental Agreement dated October 22, 2002; (3) the Second Amendment to the Intergovernmental Agreement dated August 13, 2003; and (4) the Third Amendment to the Intergovernmental Agreement dated June 26, 2007.

THE PARTIES TO THIS FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT DATED MAY 8, 2001 by their signatures acknowledge they have read and understand this amendment and are bound by its terms.

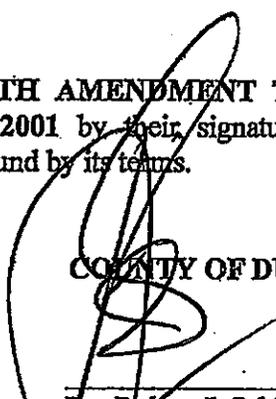
CITY OF NAPERVILLE


By: Robert W. Marshall
Its: City Manager Pro Tem

ATTEST:


By: Pamela R. LaFeber
Its: City Clerk

COUNTY OF DUPAGE


By: Robert J. Schillerstrom
Its: County Board Chairman

ATTEST:

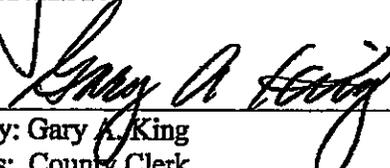
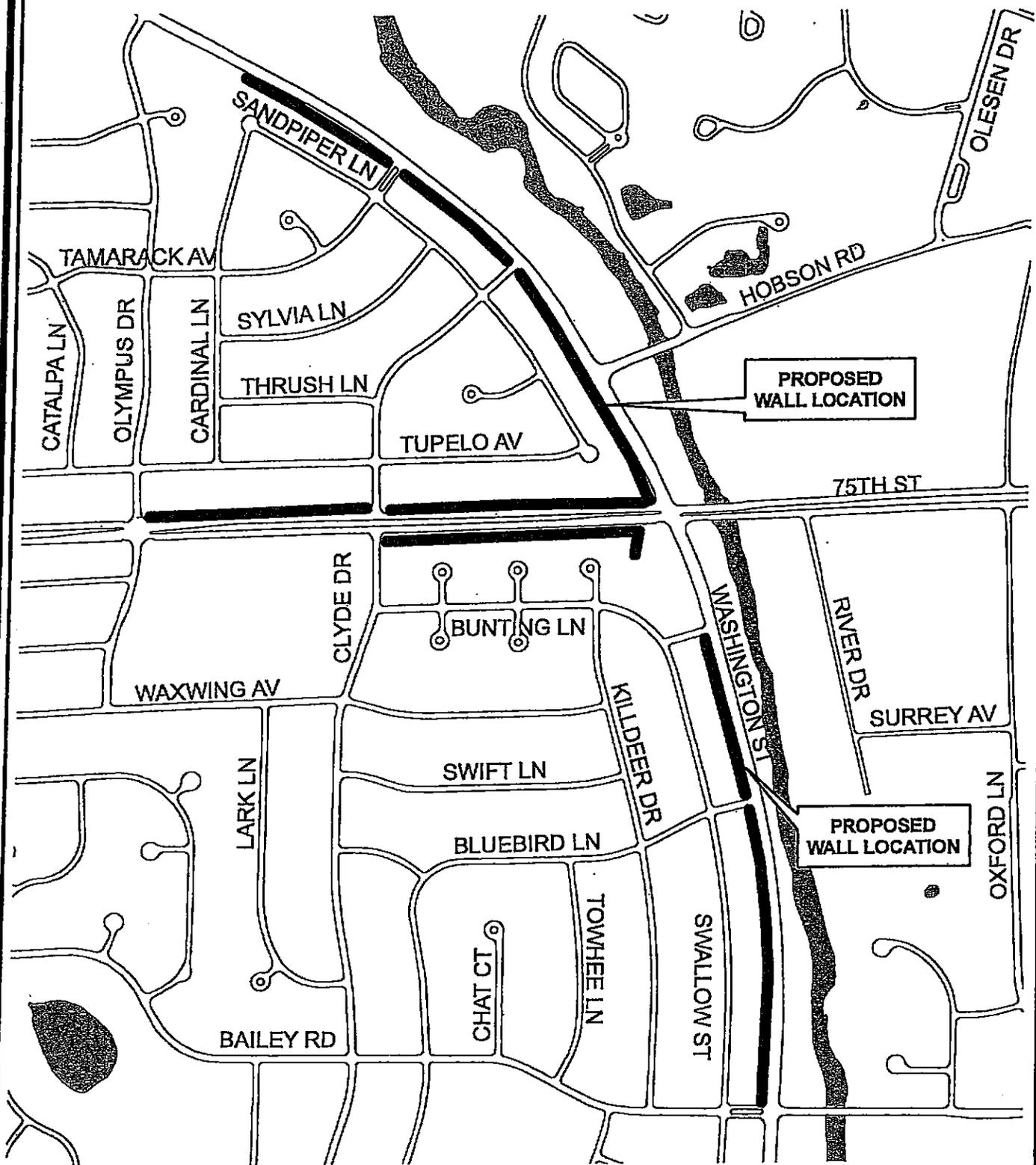

By: Gary A. King
Its: County Clerk

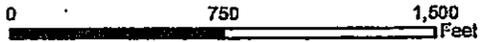
Exhibit A – Noise Walls
Exhibit B – Retaining Walls
Exhibit C – Trails/Lighting

EXHIBIT A

NOISE WALL LOCATION MAP

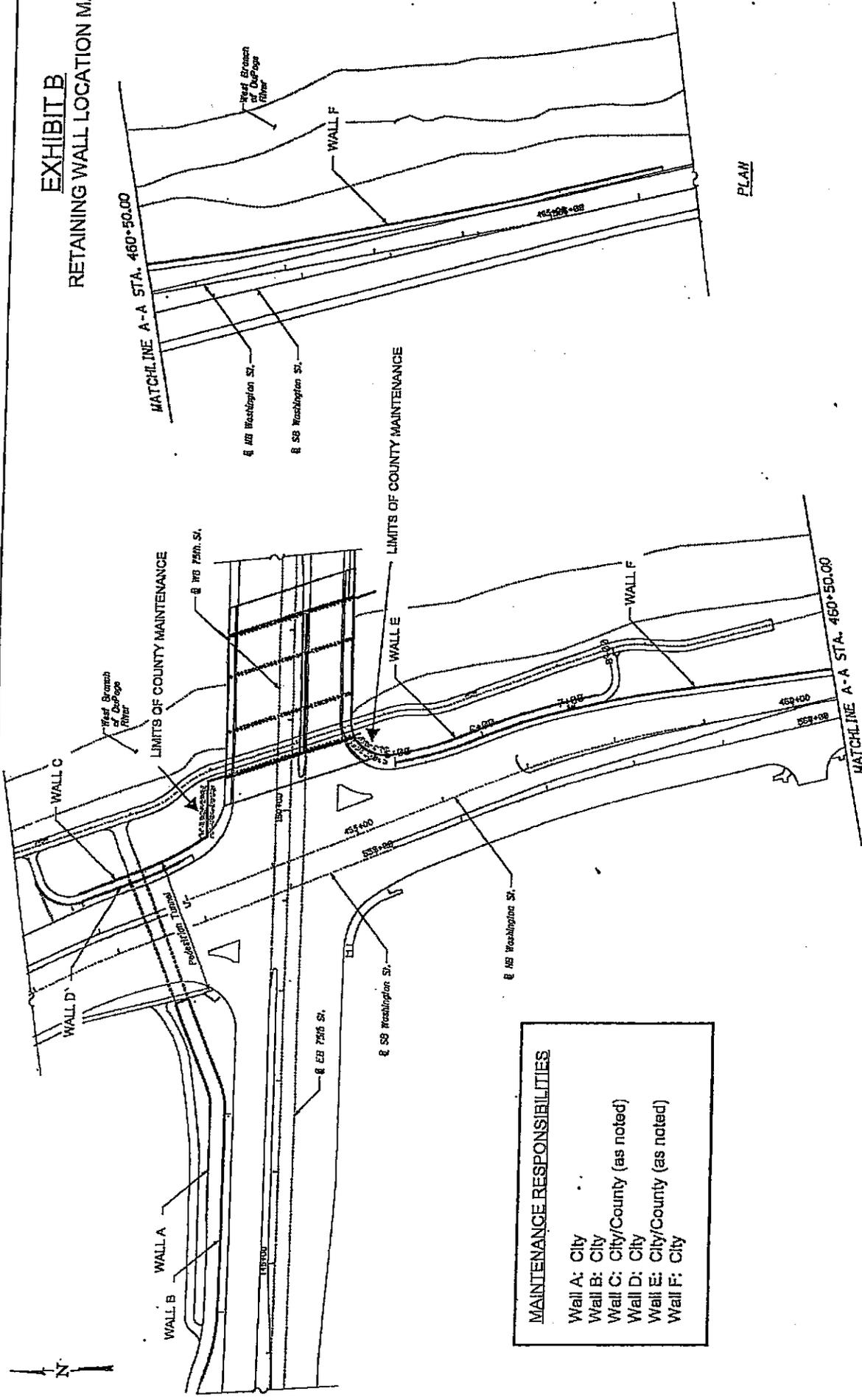


Transportation, Engineering and
Development Business Group
Questions Contact (630) 420-6111
www.naperville.il.us
October 2005



This map should be used for reference only.
The data is subject to change without notice.
City of Naperville assumes no liability in the use
or application of the data. Reproduction or redistribution is
forbidden without expressed written consent from the City of Naperville.

EXHIBIT B RETAINING WALL LOCATION MAP



MAINTENANCE RESPONSIBILITIES

Wall A:	City
Wall B:	City
Wall C:	City/County (as noted)
Wall D:	City
Wall E:	City/County (as noted)
Wall F:	City

PLAN

PLAN

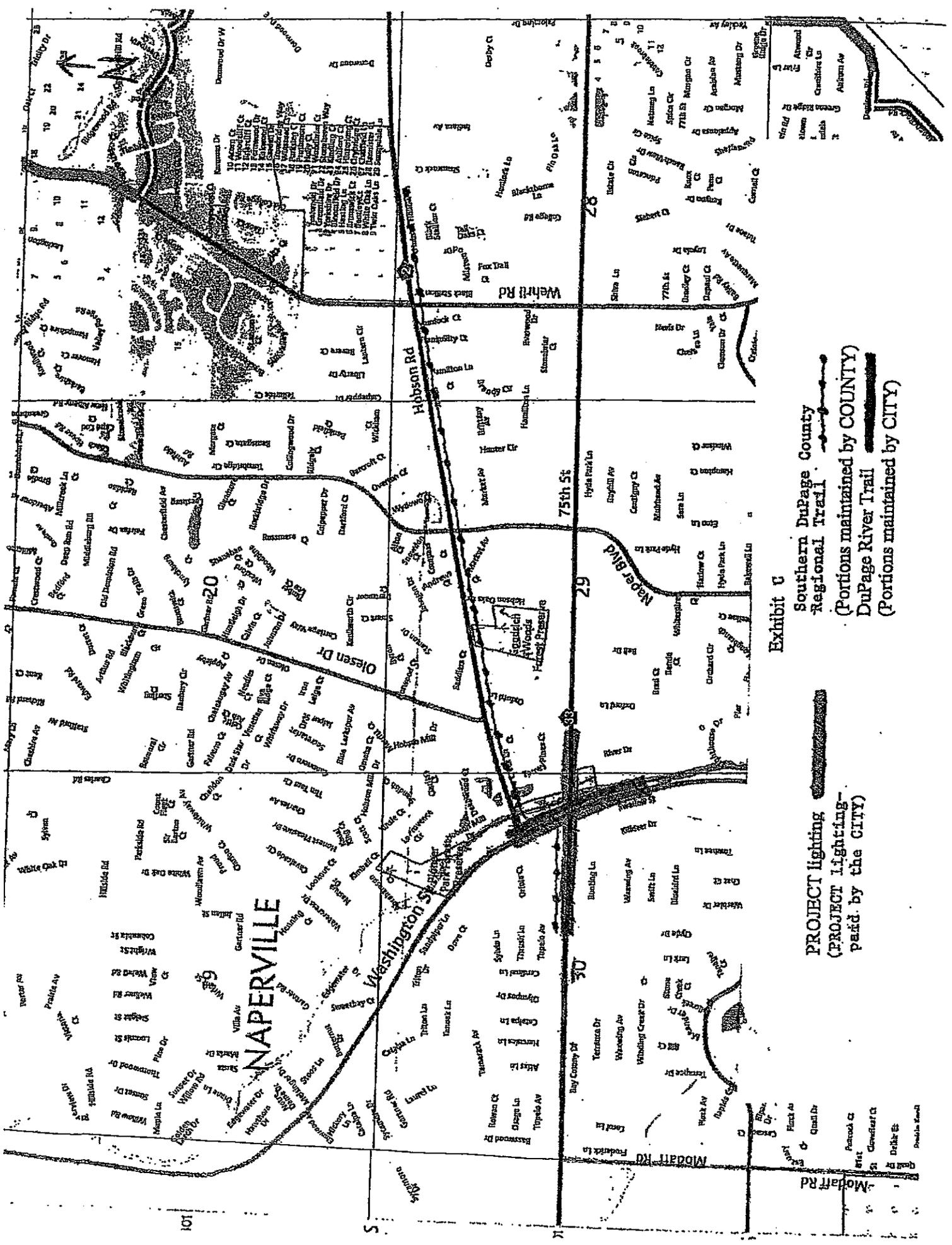


Exhibit U

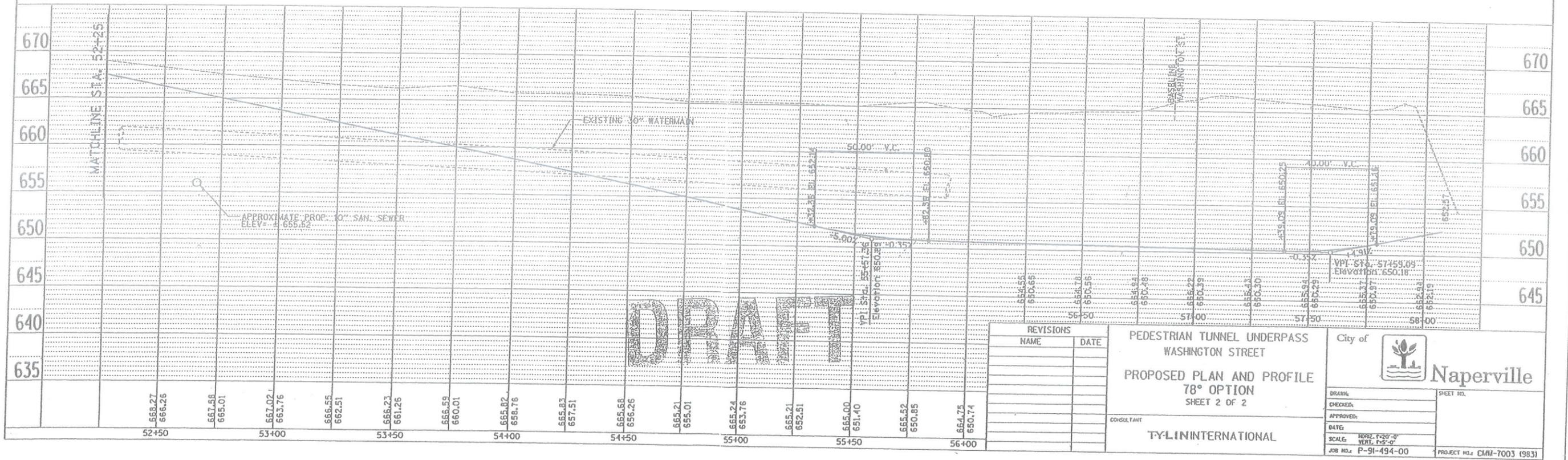
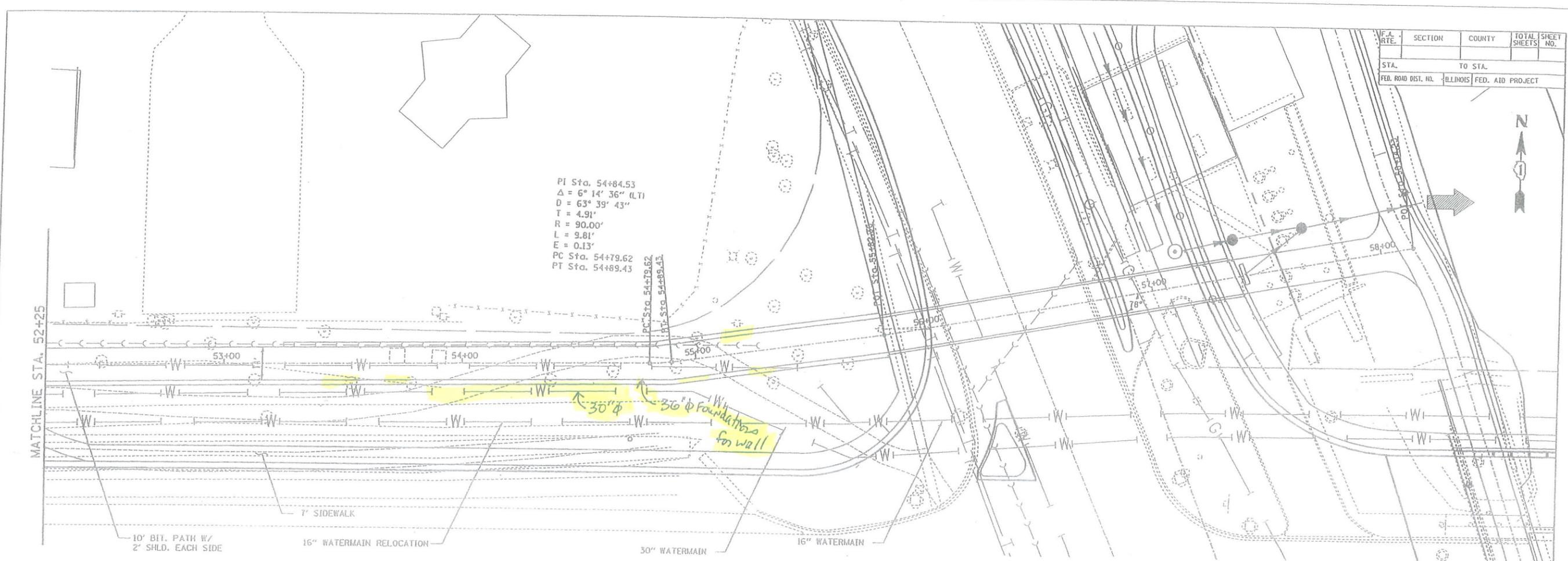
Southern DuPage County
Regional Trail
(Portions maintained by COUNTY)
DuPage River Trail
(Portions maintained by CITY)

PROJECT lighting
(PROJECT lighting -
paid by the CITY)

STATE	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
ILLINOIS				
STA. TO STA.		FED. AID PROJECT		
FED. ROAD DIST. NO.				



PI Sta. 54+84.53
 $\Delta = 6^\circ 14' 36''$ (LTI)
 $D = 63^\circ 39' 43''$
 $T = 4.91'$
 $R = 90.00'$
 $L = 9.81'$
 $E = 0.13'$
 PC Sta. 54+79.62
 PT Sta. 54+89.43



REVISIONS	
NAME	DATE

PEDESTRIAN TUNNEL UNDERPASS
 WASHINGTON STREET
 PROPOSED PLAN AND PROFILE
 78° OPTION
 SHEET 2 OF 2

City of  **Naperville**

DRAWN: _____
 CHECKED: _____
 APPROVED: _____
 DATE: _____
 SCALE: HORIZ. 1"=20'-0"
 VERT. 1"=5'-0"
 JOB NO.: P-91-494-00 PROJECT NO.: CMM-7003 (9831)



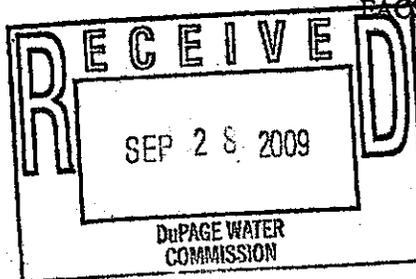
DuPage County
ROBERT J. SCHILLERSTROM
COUNTY BOARD CHAIRMAN

DIVISION OF TRANSPORTATION

(630) 407-6900

FACSIMILE (630) 407-6901

September 24, 2009



Mr. Robert L. Martin, P.E.
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126-4642

Re: Relocation of the DuPage Water Commission 30 inch Water Main
75th Street at Washington Intersection Improvement
Section No. 98-00288-02-CH

Dear Mr. Martin:

We are in receipt of your September 11, 2009 letter which attached a September 4, 2009 memorandum and timeline of events relating to the relocation of the Commission's 30 inch transmission main at 75th Street and Washington Street. Staff reviewed the timeline of events which involved DuPage County and we have the following comments:

- The Fourth Amendment to the Intergovernmental Agreement was passed by the City of Naperville on June 17, 2008 and by the County on June 24, 2008, not June 24, 2009 as shown on page 3 of the memorandum
- Attached is a copy of an e-mail dated April 20, 2009 from the County to the DWC requesting a response to the January 26, 2009 letter from the County
- Attached is a copy of a letter from the City of Naperville to the DWC dated February 13, 2009 providing the City of Naperville's review of the DWC 70% plans

We are unable to verify the other items in the timeline as they do not directly involve DuPage County.

Should you have any questions please contact me at 630.407.6887.

Very truly yours,

John P. Kos, P.E.
Director of Transportation and Operations

JPK/jaws

Enclosure

Kos, John

From: Kos, John
Sent: Monday, April 20, 2009 10:08 AM
To: 'Robert Martin'
Cc: Douglas, Robert; Kolar, Robert
Subject: FW: 75th and Washington watermain relocation

Attachments: 20090420095118902.pdf



2009042009511890
2.pdf (48 KB)

Bob---I sent the attached letter to your office in late January asking that your office respond within 30 days as to the schedule for the watermain relocation for the above project. It is now well beyond the 30 day timeframe outlined in my letter and we have yet to hear from your office. Please respond ASAP in order to be in compliance with State statutes. Thank you.

-----Original Message-----

From: it@dupageco.org [mailto:it@dupageco.org]
Sent: Monday, April 20, 2009 8:51 AM
To: Kos, John
Subject:

This E-mail was sent from "RNP8B7274" (LD160).

Scan Date: 04.20.2009 09:51:18 (-0400)
Queries to: it@dupageco.org

Tracking:	Recipient	Read
	'Robert Martin'	
	Douglas, Robert	Read: 5/5/2009 9:33 AM
	Kolar, Robert	



Naperville

DUPAGE COUNTY
DIV. OF TRANSPORTATION

2009 FEB 19 AM 8: 57

February 13, 2009

Ed Kazmierczak
Pipeline Supervisor
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126-4642

**RE: CTE 70% Plans
75th Street / Washington Street Intersection, Naperville**

Dear Mr. Kazmierczak:

Thank you for the opportunity to review the 70% complete plans for the proposed watermain relocation prepared by CTE|AECOM dated December 2008. We have reviewed the plans with respect to their coordination with the proposed intersection expansion project. We offer the following comments:

1. After coordinating with the design engineer, the contractor, and Naperville Electric, we believe that the location of the watermain relocation should be approximately 46' left of the 75th Street baseline as shown on the intersection plans. That would place the new watermain in the center of the proposed outside lane of traffic. We believe this location will reduce the total amount of watermain needed for the relocation, allow the watermain to be constructed outside of the limits of the existing pavement, and allow for easier road closures should the watermain ever need to be excavated in the future.

The proposed electric duct bank that was shown in the plans to be in conflict has been redesigned and relocated to the other side of the street. Please see the attached plans.

2. The existing and proposed electric facilities should be shown on the plan. There are a number of possible conflicts at the west end for the watermain relocation. The existing 12-way electric duct package crossing at station 146+75 should also be shown on the plans. It is slated for removal, but not until after the 30" watermain is relocated.
3. Please check the accuracy of the location of the proposed sanitary sewer as shown on your plans. The 10" DIP sanitary sewer is shown on the intersection plans to be augured and jacked at approximately Sta. 144+65 with an invert elevation of about 655.6.
4. Please check the depth of cover over the relocated main as it crosses beneath the roadside ditch. It appears from the relocation plans that the existing bottom of ditch is shown to be about 665.0 at Sta. 142+90. However, the intersection plans show the existing ditch elevation at or above 670.0 at this location. There may be potential to raise the watermain significantly through this area and reduce costs.

Mr. Ed Kazmierczak
DuPage Water Commission
February 13, 2009
Page 2 of 2

5. The scale on the plans is slightly distorted. The scanned raster image may need to be adjusted.

We would ask for one more opportunity to review the relocation plans prior to bidding. We will verify that the proposed plans are coordinated with the improvements being made in the field. We will also work with DuPage County to initiate the permitting process. To ensure a construction window in November 2009, I would suggest that permit review by the County begin by May.

If you have any questions, please feel free to contact me at 630-305-5992 or by email at ZibbleP@naperville.il.us.

Sincerely,



Peter J. Zibble, P.E.

Project Engineer

Transportation, Engineering and Development Business Group

cc: David Barnas, P.E., CTE, 303 E. Wacker Drive, Suite 600, Chicago, IL 60601-5276 w/ encl.
Kent Kuper, P.E., DuPage County DOT, 421 N. County Farm Road, Wheaton, IL 60187-2553
Joanna Littrell, P.E., AECOM, 10 S. Riverside Plaza, Suite 1900, Chicago, IL 60606

P:\DATA\CIP Projects\SC141 Washington-75th\200 - Design Engineering\204 Correspondence\Letter - DPWC01.docx



Naperville

September 18, 2009

Mr. Robert L. Martin, P.E.
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126-4642

Re: 75th Street at Washington Intersection Improvement

Dear Mr. Martin:

Thank you for your letter of September 11, 2009 requesting our review of the timeline dated September 4, 2009 and additional comments relative to the pedestrian underpass option that was chosen. The only correction to the timeline that we can see is at the top of page 3, where the date of June 24, 2009 should be changed to June 24, 2008. The remainder of the timeline appears to be an accurate reflection of the actions that took place.

Thank you for the opportunity for the city to clarify and explain why we chose the tunnel option that we did. Our consultant, T Y Lin International, prepared a report in March 2005 that outlined two tunnel alternatives, a 78° option and a 90° option. It is very important to note the difference between what was stated in the March 2005 reports, what was stated and reported in the April 2005 minutes, and what was later concluded by our engineers following that meeting.

The March 2005 report stated that the 78° option would require no relocation of the DuPage Water Commission's 30" transmission main while the 90° option route would require a vertical offset of the 30" main. The April 12, 2005 meeting minutes state what was reiterated by T Y Lin at the meeting along with the comments made by the Water Commission and their engineering consultant, Alvord Burdick and Howson. We concur that the fourth paragraph of the minutes states that the 78° skew option would not disturb the Water Commission line, but would require approximately 500' of relocation of the City of Naperville's 16" main. However, noted at the bottom of that page in the seventh paragraph is the fact that the Water Commission and their engineer were very concerned about the closeness of any retaining wall to the Water Commission's 30" transmission line and were also concerned about the stability of the thrust blocks near Station 55+00.

Following the meeting minutes, the City of Naperville sat down with T Y Lin International and discussed the comments that had been received. Upon closer investigation it became clear that both the 78° and 90° options would require relocation of 350' to 500' of the Water Commission's 30" transmission main for the following reasons:

- The back of the retaining wall was within 3' to 4' of the center of the 30" transmission main leaving approximately 2' between the outside of the main and the back of the wall.

- Any traditional foundation for the wall would undermine or be in conflict with the water main. Another option considered was drilled shafts, that would involve drilling within less than 2' of the water main due to the 36" foundation for the retaining wall.
- The concerns expressed about the thrust block were valid, especially considering the only containment would be the retaining wall. Any failure of the thrust block would result in immediate flooding of the tunnel.
- The design also removed a substantial amount of cover off of the water main, making it more susceptible to frost and freezing if the flows were low.

Following the meeting, the conclusion was that both options would require relocation of the DuPage Water Commission's 30" transmission line. The impact to the Water Commission would be the same in either scenario. The City of Naperville therefore proceeded in looking at other differences when determining which option to follow.

One other major concern the city had was excavating the bedrock in this area. The Maplebrook Homeowners Association has a swimming pool at the northwest corner of this intersection. The 78° option places the retaining wall within 5' of the property line of the Swim Club while the 90° option keeps the retaining wall over 25' away from the property line. It was the city's preference to keep as far away from that pool when working in the bedrock in the area to minimize the potential of any possible damage to the pool from the construction activity.

I hope this provides clarification that the City of Naperville took all factors into consideration when deciding which option to pick and that the DuPage Water Commission's impact was viewed as being equal with both options. If you have any questions or concerns please feel free to contact me at 630/420-6044.

Very truly yours,



Douglas A. Krieger
City Manager

/bw

c: Allan Poole
Marcie Schätz

DuPAGE WATER COMMISSION

RESOLUTION NO. R-64-09

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN AGREEMENT BETWEEN THE DuPAGE WATER COMMISSION AND
THE CITY OF NAPERVILLE REGARDING CONTRACT TS-7/09 RELOCATION WORK

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

WHEREAS, to carry out its duties and responsibilities, the Commission installed approximately 89,300 lineal feet of 54 to 30-inch diameter transmission main and related appurtenances, including several valve vaults and C.P. test stations (the "TS-3 South Transmission Main"); and

WHEREAS, in the vicinity of 75th and Washington Streets (the "Coordination Area"), the City of Naperville ("Naperville") and the DuPage County Division of Transportation are constructing certain improvements, including roadway and bridge widening, improvements to the existing drainage system, an underground pedestrian tunnel, and retaining wall construction (the "Improvement Project"); and

WHEREAS, there are areas of apparent conflict between the TS-3 Transmission Main and a ramp to a pedestrian underpass crossing Washington Street (the "Underpass Improvements") being constructed as part of the Improvement Project that need to be eliminated; and

WHEREAS, it is in the best interests of both the Commission and Naperville to set forth their understanding regarding the relocation of the TS-3 Transmission Main in the areas of apparent conflict with the Underpass Improvements to serve the public

interest and assure that inconvenience to the public is avoided to the greatest extent possible;

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

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

SECTION TWO: An Intergovernmental Agreement between the DuPage Water Commission and the City of Naperville, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute, and the Clerk of the Commission shall be and hereby is authorized and directed to attest, an Intergovernmental Agreement between the DuPage Water Commission and the City of Naperville, in substantially the form attached hereto as Exhibit 1; provided, however, that the Intergovernmental Agreement shall not be so executed nor attested on behalf of the DuPage Water Commission unless and until (i) the General Manager shall have been presented with copies of the Intergovernmental Agreement executed by the City of Naperville and (ii) the Commission shall have received the Cash Deposit required pursuant to the Intergovernmental Agreement, if any. Upon execution by the General Manager, the Intergovernmental Agreement between the DuPage Water Commission and the City of Naperville shall be deemed accepted by the DuPage Water Commission without further act.

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

its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2009.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-64-09

EXHIBIT 1

DuPAGE WATER COMMISSION

RESOLUTION NO. R-55-09

A RESOLUTION AWARDED
A CONTRACT FOR THE CONSTRUCTION OF
30-INCH DIAMETER WATER MAIN RELOCATION
75TH AND WASHINGTON STREETS
(Contract TS-7/09)

WHEREAS, bids for Contract TS7/09: Contract for the Construction of the 30-Inch Diameter Water Main Relocation—75th and Washington Streets were received on October 8, 2009; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the proposal of [XXXXXXXX] was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards Contract TS-7/09: Contract for the Construction of the 30-Inch Diameter Water Main Relocation—75th and Washington Street to [XXXXXXXXXX] for the lump sum and indeterminate unit prices set forth in its proposal, initially amounting to [\$XXX, XXX.XX], conditioned upon (i) receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Contract that is acceptable to the DuPage Water Commission and (ii) execution of the Intergovernmental Agreement between the DuPage Water Commission and the City of Naperville Regarding Contract TS-7/09 Relocation Work

Resolution No. R-55-09

pursuant to Commission Resolution No. R-64-09 (the "Relocation Agreement") and (iii) receipt of the Cash Deposit required pursuant to the Relocation Agreement, if any.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2009.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-55-09

DATE: October 1, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	New Business	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	Annual Audit Report for the Fiscal Year Ended April 30, 2009	APPROVAL	
<p>Attached is a draft of the Annual Audit Report for the Fiscal Year Ended April 30, 2009. Upon acceptance, the auditors will be directed to prepare final copies for distribution by staff.</p>			
<p>MOTION: To accept the draft Audit Report for the Fiscal Year ending April 30, 2009, direct the auditors to print the final report and direct staff to distribute copies.</p>			

DuPage Water Commission

Annual Financial Report
April 30, 2009

PRELIMINARY DRAFT
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DuPage Water Commission

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DuPage Water Commission

Commission Officials
Year Ended April 30, 2009

General Manager	Mr. Robert L. Martin
Financial Administrator	Mr. R. Max Richter
Staff Attorney	Ms. Maureen Crowley
Manager of Water Operations	Mr. Terrance McGhee

Commission administrative offices are located at:

600 East Butterfield Road
Elmhurst, IL 60126

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McGladrey & Pullen

Certified Public Accountants

Independent Auditor's Report

Honorable Chairman and
Members of the Board of Commissioners
DuPage Water Commission

We have audited the accompanying basic financial statements of the DuPage Water Commission (Commission) as of April 30, 2009, and for the year then ended. These financial statements are the responsibility of the Commission's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall basic financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Commission as of April 30, 2009, and the changes in financial position and cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The required supplementary information, which includes Management's Discussion and Analysis, Illinois Municipal Retirement Fund information and Other Post-Employment Benefits information as listed in the table of contents are not a required part of the basic financial statements, but are supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and we express no opinion on it.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplemental information on budget comparison, listed in the table of contents as supplemental information, is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Schaumburg, Illinois
Report Date

OVERVIEW OF THE FINANCIAL STATEMENTS

This section of the DuPage Water Commission's annual financial report presents our discussion and analysis of the Commission's financial performance during the fiscal year ending April 30, 2009.

This discussion and analysis is intended to serve as an introduction to the Commission's basic financial statements. The Commission's basic financial statements are comprised of the following components: Statement of Net Assets, Statement of Revenues, Expenses and Changes in Net Assets, Statement of Cash Flows and Notes to the Financial Statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

The Statement of Net Assets presents information on all the Commission's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the Commission is improving or deteriorating.

The Statement of Revenues, Expenses and Changes in Net Assets present information showing how the Commission's net assets changed during the most recent fiscal year. Both the Statement of Net Assets and the Statement of Revenues, Expenses and Changes in Net Assets include all the assets and liabilities of the Commission. The statements are presented using the accrual basis of accounting, which is similar to the accounting method used by most private-sector companies.

The Statement of Cash Flows provides information on the Commission's gross sources and uses of cash during the fiscal year.

The Notes to the Financial Statements generally provide more detailed information about the Commission's assets, liabilities, net assets and operations, as well as summarize the Commission's significant accounting policies.

FINANCIAL OPERATIONS SUMMARY

With revenues of \$73.8 million and expenses totaling \$73.1 million, the Commission's net assets increased by \$.7 million in fiscal year 2009 to \$332.3 million. Restricted net assets and net assets invested in property, plant and equipment were \$32.8 million and \$280.0 million, respectively.

FINANCIAL ANALYSIS

Changes in Net Assets. The table on page 4 presents information on the Commission's assets and liabilities, with the difference between the two reported as net assets. All significant dollar changes have been explained.

Net capital assets represents the total of assets capitalized less accumulated depreciation. The decrease in capital assets of \$1.5 million is due to depreciation expense of \$6.7 million, offset by investment in new construction of \$5.2 million.

DuPage Water Commission

Management's Discussion and Analysis

The Commission is constructing emergency generation at the Lexington Pump Station. The City of Chicago has agreed to pay a portion back to the Commission through a 10 percent credit in water costs paid by the Commission.

Net assets invested in capital assets, net of related debt increased \$19.4 million from the prior year due primarily to a decrease in bonds payable of \$20.9 million used to finance capital assets.

Restricted net assets decreased by \$1.4 million over the prior year due mainly to increases in restricted investments held by a trustee for payment of the current portion of the general obligation bonds, revenue bonds and other liabilities associated with the bonds and the decrease in current restricted liabilities. For more information see Note 7 (c) and Note 8, in the notes to the financial statements.

A comparative summary of the changes in net assets is presented below.

COMPARATIVE SUMMARY OF NET ASSETS For Fiscal Years Ending April 30

	2009	2008	INCREASE (DECREASE)	% CHANGE
Assets				
Current:				
Unrestricted cash and investments	\$ 3,969,267	\$ 19,464,805	(15,495,538)	-79.6%
Restricted investments	46,189,649	43,933,883	2,256,286	5.1%
Receivables	1,577,812	3,380,889	(1,809,077)	-13.5%
Other assets	588,320	627,284	(38,964)	-6.2%
Noncurrent:				
Restricted investments	18,542,548	17,692,784	849,784	4.8%
Long term loan receivable	5,637,192	5,637,192	-	0.0%
Land and construction in progress	40,823,775	35,600,745	5,223,030	14.7%
Capital assets, net of accumulated depreciation	330,825,375	337,567,156	(6,741,781)	-2.0%
Total assets	458,147,938	473,904,198	(15,756,260)	-3.3%
Liabilities				
Current:				
Payables and accrued liabilities	8,452,881	4,388,494	4,064,387	92.6%
Bonds payable	20,905,911	20,090,393	815,518	4.1%
Accrued interest	2,567,431	2,893,994	(326,563)	-11.3%
Deferred revenue	140,607	140,992	(385)	-0.3%
Noncurrent:				
Deferred revenue	2,124,874	2,265,096	(140,222)	-6.2%
Bonds payable	91,648,842	112,555,514	(20,906,672)	-18.6%
Total liabilities	125,840,546	142,334,483	(16,493,937)	-11.6%
Net Assets				
Invested in capital assets, net	280,000,308	260,612,387	19,387,921	7.4%
Restricted	32,805,973	34,253,246	(1,447,273)	-4.2%
Unrestricted	19,501,111	36,704,082	(17,202,971)	-46.9%
Total net assets	\$ 332,307,392	\$ 331,569,715	\$ 737,677	0.2%

DuPage Water Commission

Management's Discussion and Analysis

Revenues and Expenses. The table which follows presents a comparative summary of revenues and expenses. The most significant source of revenues for the Commission continues to be from water sales. Water sales for fiscal year 2009 were 29.4 billion gallons versus 31 billion gallons last fiscal year. There were no major new customers and the average charter customer water rate increased from \$1.25 per thousand gallons to \$1.37 per thousand gallons for fiscal year 2009. Due to the rate increase, water revenue increased by \$1.1 million or 2.8%.

The Commission's sales tax revenues decreased by \$3.2 million or 9.3% due to national economic slow down in fiscal year 2009. Sales tax revenues have been sufficient to fund all system capital improvements, as well as providing an alternative funding source for debt service. Sales taxes were used to make all general obligation bond payments in fiscal year 2009. In addition, \$7.1 million of sales tax funds were used to reduce the customers' fixed cost payments for fiscal year 2009 by 50%. This practice started in fiscal year 1998 and has continued through fiscal year 2009.

Statement 31 of the Governmental Accounting Standards Board requires investments be reported at fair market value. Investment income decreased \$2.5 million from the prior year due to a decrease in interest income and the fair value of investments at April 30, 2009.

Water distribution costs remain the highest expense in the Commission's operations. Water distribution costs increased \$3.4 million mainly due to the City of Chicago increasing their water rate charged to their customers.

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DuPage Water Commission

Management's Discussion and Analysis

COMPARATIVE SUMMARY OF REVENUES AND EXPENSES
For Fiscal Years Ending April 30

	2009	2008	INCREASE (DECREASE)	% CHANGE
Revenues				
Operating:				
Water sales - all categories	\$ 41,321,868	\$ 40,185,989	\$ 1,135,879	2.8%
Other	2,473	1,319	1,154	87.5%
Nonoperating:				
Sales tax	31,118,492	34,308,874	(3,190,382)	-9.3%
Investment income	1,424,148	3,958,431	(2,534,283)	-64.0%
Gain on the sale of capital assets	-	46,624	(46,624)	100.0%
Total revenues	73,866,981	78,501,237	(4,634,256)	-5.9%
Expenses				
Operating:				
Water supply costs	53,645,192	50,234,652	3,410,540	6.8%
Depreciation	6,790,009	6,503,779	286,230	4.4%
Personnel services	3,782,728	3,765,227	17,501	0.5%
All other expenses	2,149,630	1,886,996	262,634	13.9%
Nonoperating:				
Bond interest	6,765,735	5,14,478	(752,733)	-10.0%
Total expenses	73,129,304	69,905,332	3,224,172	4.6%
Income before special item	737,677	8,596,105	(7,858,428)	-91.4%
Special item - customer rebate	-	(40,000,000)	40,000,000	100.0%
Change in net assets	737,677	(31,403,895)	32,141,572	-102.3%
Net assets, May 1	331,569,715	362,973,610	(31,403,895)	-8.7%
Net assets, April 30	\$ 332,307,392	\$ 331,569,715	\$ 737,677	0.2%

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CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. The Commission's capital assets before depreciation totaled \$477.3 million in fiscal year 2009.

COMPARATIVE SUMMARY OF CHANGES IN CAPITAL ASSETS, NET
For Fiscal Years Ending April 30

	2009	2008	INCREASE (DECREASE)	% CHANGE
Land and permanent easements	\$ 11,792,300	\$ 11,728,902	\$ 63,398	0.5%
Construction in progress	29,031,475	23,871,843	5,159,632	21.6%
Water mains	280,231,389	284,530,361	(4,298,972)	-1.5%
Buildings and other structures	48,123,359	50,318,161	(2,194,802)	-4.4%
Pumping equipment	2,234,909	2,430,791	(195,882)	-8.1%
Office furniture and equipment	85,196	126,508	(41,312)	-32.7%
Vehicles and other equipment	150,522	161,335	(10,813)	-6.7%
Total capital assets, net	\$ 371,649,150	\$ 373,167,901	\$ (1,518,751)	-0.4%

Detailed information about the Commission's capital assets is presented in the Notes to the Financial Statements.

Debt Administration. All scheduled bond payments through April 30, 2009 were made on time. Requirements of the revenue bond ordinance have also been met in full, as of fiscal year-end. Principal reductions of \$11.2 million in general obligation debt and \$9.1 million in revenue bond debt were achieved through annual payments. On April 30, 2009, remaining general obligation bond and revenue bond principal outstanding was \$24.3 million and \$91.6 million, respectively. General obligation bond principal and interest payments continue to be 100% funded through the Commission's sales tax proceeds. Property taxes for the bond payments have been abated annually since 1986.

COMPARATIVE SUMMARY OF CHANGES IN OUTSTANDING BONDED DEBT
For Fiscal Years Ending April 30

	2009	2008	INCREASE (DECREASE)	% CHANGE
General obligation bonds	\$ 24,310,000	\$ 35,560,000	\$ (11,250,000)	-31.6%
Water revenue bonds	91,670,000	100,795,000	(9,125,000)	-9.1%
Total outstanding bonded debt	\$ 115,980,000	\$ 136,355,000	\$ (20,375,000)	-14.9%

Detailed information about the Commission's debt is presented in the Notes to the Financial Statements.

DuPage Water Commission

Management's Discussion and Analysis

INVESTMENT PORTFOLIO

The Commission's investment portfolio totaled \$68.4 million. At the end of the fiscal year, the portfolio was earning .633% based on market yield and .682% based on original purchase price. The benchmark yield adopted by the Commission was .162%.

Commission funds were invested as follows at April 30, 2009: United States treasury obligations (18%), the Illinois Funds investment pool (49%), money market funds (21%) and certificates of deposit (12%).

OTHER FINANCIAL INFORMATION

The Commission joined with the County of DuPage and the municipalities within the county to solve a water quality issue involving unincorporated areas not presently receiving a Lake Michigan water supply. As a wholesale distributor of Lake Michigan water, the Commission is not able to directly address this issue. However, the Commission agreed to make long-term, low-interest loans available to customer municipalities, retailers of Lake Michigan water, to extend their systems to serve county areas having water quality issues.

The full extent of this contamination is unknown at this time. However, the Commission has committed to provide loans totaling not more than \$10 million toward mitigating the problem. While these long-term low-interest loans may reduce the Commission's investment income, the Commission's long-term rate stabilization and five-year capital improvement programs will not be adversely affected because funds were segregated for this purpose at the time the resolution was passed.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the DuPage Water Commission's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to R. Max Richter, Financial Administrator, DuPage Water Commission, 600 E. Butterfield Road, Elmhurst, IL 60126-4642, (630) 834-0100. E-mail requests should be sent to richter@dpwc.org.

BASIC FINANCIAL STATEMENTS

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DuPage Water Commission

Statement of Net Assets

April 30, 2009

Assets

Current:

Cash	\$	262,580
Investments (Note 3)		3,706,687
Restricted investments (Notes 3 and 7)		46,189,649
Receivables		
Water sales		4,697,646
Accrued interest		232,528
Sales tax		6,641,638
Inventory		167,080
Prepaid expenses and deposits		421,240
Total current assets		<u>62,319,048</u>

Noncurrent:

Restricted investments (Notes 3 and 7)		18,542,548
Long-term loans receivable (Note 4)		5,637,192
Land and construction in progress (Note 5)		40,823,775
Other capital assets, net of accumulated depreciation of \$105,676,785 (Note 5)		<u>330,825,375</u>
Total noncurrent assets		<u>395,828,890</u>
Total assets	\$	<u>458,147,938</u>

See Notes to Financial Statements.

(Continued)

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DuPage Water Commission

Statement of Net Assets (Continued)

April 30, 2009

Liabilities

Current:

Deferred revenue	\$ 140,607
Total current liabilities	<u>140,607</u>

Current liabilities payable from restricted assets:

Accounts payable	3,879,548
Accrued liabilities	2,591,968
Compensated absences	238,486
Contract retentions	285,094
Customer deposits	1,457,785
Revenue bonds payable - current (Note 7)	9,072,167
General obligation bonds payable - current (Note 7)	11,833,744
Accrued interest payable	<u>2,567,431</u>
Total current liabilities payable from restricted assets	<u>31,926,223</u>

Noncurrent:

Deferred revenue	2,124,874
General obligation bonds payable - noncurrent - net (Note 7)	12,392,156
Revenue bonds payable - noncurrent - net (Note 7)	<u>79,256,686</u>
Total noncurrent liabilities	<u>93,773,716</u>

Total liabilities

125,840,546

Net Assets

Invested in capital assets, net of related debt	280,000,308
Restricted for bond ordinances and sales tax resolution (Note 8)	32,805,973
Unrestricted	<u>19,501,111</u>

Total net assets

\$ 332,307,392

See Notes to Financial Statements.

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DuPage Water Commission

Statement of Revenues, Expenses and
Changes in Net Assets
Year Ended April 30, 2009

<hr/>	
Operating revenues	
Water sales	
Operations and maintenance costs	\$ 33,408,518
Fixed costs	6,985,898
Customer differential	927,452
Other income	2,473
Total operating revenues	<u>41,324,341</u>
Operating expenses	
Water supply costs	53,645,192
Depreciation	6,790,009
Personal services	3,782,728
Insurance	729,203
Professional and contractual services	655,937
Administrative costs	764,490
Total operating expenses	<u>66,367,559</u>
Operating loss	<u>(25,043,218)</u>
Nonoperating revenues (expenses)	
Sales tax	31,118,492
Investment income	1,424,148
Interest and other charges	(6,761,745)
Net nonoperating revenues	<u>25,780,895</u>
Change in net assets	737,677
Net assets, May 1, 2008	<u>331,569,715</u>
Net assets, April 30, 2009	<u>\$ 332,307,392</u>

See Notes to Financial Statements.

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DuPage Water Commission

Statement of Cash Flows
Year Ended April 30, 2009

Cash flows from operating activities	
Cash received from customers	\$ 40,558,195
Cash payments to suppliers	(53,198,947)
Cash payments to employees	(3,668,039)
Other cash receipts	1,422,833
Net cash used in operating activities	<u>(14,885,958)</u>
Cash flows from non capital financing activities	
Cash received from sales taxes	32,792,114
Net cash provided by non capital financing activities	<u>32,792,114</u>
Cash flows from capital and related financing activities	
Interest paid on revenue bonds	(5,306,226)
Interest paid on general obligation bonds	(1,782,082)
Principal paid on revenue bonds	(11,334,818)
Principal paid on general obligation bonds	(8,756,336)
Construction and purchases of capital assets	(5,271,258)
Net cash used in capital and related financing activities	<u>(32,450,720)</u>
Cash flows from investing activities	
Interest on investments	2,155,096
Proceeds from investments maturing	80,991,940
Payments for investments purchased	(68,438,884)
Net cash provided by investing activities	<u>14,708,152</u>
Net increase in cash	163,588
Cash, May 1, 2008	<u>98,992</u>
Cash, April 30, 2009	<u>\$ 262,580</u>

(Continued)

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DuPage Water Commission

Statement of Cash Flows - Continued

Year Ended April 30, 2009

Reconciliation of operating loss to net cash used in
operating activities:

Operating loss \$ (25,043,218)

Adjustments to reconcile operating loss to net cash used in
operating activities:

Depreciation expense	6,790,009
Increase in water sales accounts receivable	(623,066)
Decrease in other receivables	27,573
Decrease in prepaid expenses and deposits	38,964
Decrease in deferred revenue	(140,607)
Increase in accounts payable	540,605
Increase in accrued liabilities and compensated absences	1,938,943
Increase in contract retentions	192,052
Increase in customer deposits	<u>1,392,787</u>
Total adjustments	<u><u>10,157,260</u></u>

Net cash used in operating activities

\$ (14,885,958)

See Notes to Financial Statements.

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DuPage Water Commission

Notes to Financial Statements

Note 1. Summary of Significant Accounting Policies

The accounting policies of the Commission conform to accounting principles generally accepted in the United States of America. The following is a summary of the more significant policies:

(a) Reporting Entity

The DuPage Water Commission (Commission) is a county water commission, body politic and corporate, political subdivision and unit of local government, in DuPage County, Illinois, existing and operating under the Water Commission Act of 1985 (70 ILCS 3720), effective July 30, 1985, as amended (the "1985 Commission Act"). The Commission declared the official start of operations on May 1, 1992.

The DuPage Water Commission Board consists of 13 Board members. Seven of the Board members are appointed by the DuPage County Board Chairman with the advice and consent of the County Board. One of these appointees is designated as Chairman of the Commission and must be approved by the DuPage Water Commission Board. The other six Board members are appointed by vote of the mayors of municipalities within the DuPage County districts.

The purpose and objectives of the Commission are:

- a. To provide water to municipalities and other customers within DuPage County.
- b. To plan, construct, acquire, develop, operate, maintain and/or contract for facilities for receiving, storing and transmitting water from Lake Michigan for the principal use and mutual benefit of the municipalities and other customers.
- c. To provide adequate supplies of such water on an economical and efficient basis for the municipalities and other customers.
- d. To provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding water distribution and supply facilities within DuPage County.

The primary authority to designate management, influence operations, formulate budgets and set water rates rests with the Commission Board. Significant matters that require Board action include setting water rates, borrowing funds, amending the Chicago Water Supply contract or Commission bylaws and employing the general manager and professional contractors. These significant matters must carry a majority vote of all commissioners, which majority must contain at least one-third of the DuPage County appointed Board members and 40% of the municipality appointed Board members. Neither DuPage County nor the municipalities within DuPage County have the ability to significantly influence operations; therefore, the Commission is not included in any other governmental reporting entity. All activities of the Commission are reported in a single enterprise fund. The Commission does not have any component units.

(b) Measurement Focus, Basis of Accounting and Financial Statement Presentation

The Commission is accounted for as a proprietary fund type (enterprise fund) using the flow of economic resources measurement focus and the accrual basis of accounting. With this measurement focus, all assets and all liabilities associated with water system operations are included on the statement of net assets.

Note 1. Summary of Significant Accounting Policies (Continued)

(b) Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred or prepaid amounts have been utilized. Water revenue is recognized when the water is delivered. Sales tax revenue is recognized at the time of the related sale.

Deferred revenues represent payments from non-charter customers for Customer Differential revenues. These deferred revenues will be amortized on a straight-line basis through April 30, 2024. Customer differentials represent payments for connecting to the Commission's System as well as fixed costs charged to subsequent customers to cover costs which would have been paid by subsequent customers if they had been Charter Customers.

The change in deferred revenue for the year ended April 30, 2009 was as follows:

Balance, May 1	\$ 2,406,088
Retirements	(140,607)
	<hr/>
Balance, April 30	\$ 2,265,481
	<hr/> <hr/>

The Commission distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services in connection with the Commission's principal ongoing operations.

The Commission applies all applicable Governmental Accounting Standards Board ("GASB") pronouncements as well as the following pronouncements issued on or before November 30, 1989, unless those pronouncements conflict or contradict GASB pronouncements: Financial Accounting Standards Board ("FASB") Statements and Interpretations, Accounting Principles Board ("APB") Opinions, and Accounting Research Bulletins ("ARBs").

(c) Cash

Cash consists principally of deposits held in banks. For purposes of the cash flow statement, the Commission reports all certificates of deposit (CDs), investments in investment pools, money market funds and securities as investments.

(d) Investments

The Commission reports investments at their fair value as of year-end. The net appreciation or depreciation in the fair value of investments is included as interest on investments in the statement of revenues, expenses and changes in net assets.

(e) Accounts Receivable

Customer receivables are recorded as receivables and revenues at their original invoice amount. Management regularly reviews the customer receivable accounts and has deemed no allowance for uncollectible accounts necessary as of April 30, 2009. A receivable is considered to be past due if any portion of the receivable balance is outstanding for more than 40 days.

Note 1. Summary of Significant Accounting Policies (Continued)

(f) Restricted Investments

Restricted investments represent those assets which are required to be held separately from other Commission investments as mandated by the revenue bond indentures. Current portions relate to funds held for revenue bond operating and maintenance costs as well as funds that will be liquidated during the subsequent fiscal year (generally for principal and interest then due), and assets held by trustees for retirement of general obligation bond principal and interest maturing in the next fiscal year. All other investments are considered noncurrent and are generally held until the bonds mature.

(g) Inventory and Prepaid Items

Inventories are accounted for at cost, using the first-in, first-out method. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

(h) Capital Assets

Capital assets, which include the Commission's waterworks system, land, buildings, furniture, equipment and vehicles are reported at cost. The Commission capitalizes all capital assets with an initial individual cost or value greater than or equal to \$5,000, and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase is included as part of the capitalized value of the asset constructed or improved. There was no interest cost capitalized by the Commission during the current fiscal year.

Capital assets are depreciated using the straight-line method over the following useful lives:

Capital Asset	Life
Water mains	80 years
Buildings and other structures	40 years
Pumping equipment	30 years
Office furniture and equipment	3-10 years
Vehicles and other equipment	5-25 years

(i) Bond Discount / Premium, Issuance Expense and Losses on Defeasance

Bond discounts, premiums and issuance costs have been deferred and are being amortized as an element of interest expense over the lives of the related bonds. Bonds payable are reported net of the applicable premium or discount. Losses on defeasance related to the outstanding General Obligation Bonds and Water Refunding Revenue Bonds have been deferred and are being amortized as an element of interest expense over the shorter of the lives of the old or new bonds.

Note 1. Summary of Significant Accounting Policies (Continued)

(j) Compensated Absences

It is the Commission's policy to permit employees to accumulate earned but unused vacation pay benefits and unused current calendar-year personal days. There is no liability for unpaid accumulated sick leave since the Commission does not have a policy to pay any amounts when employees separate from service with the Commission. All vacation and personal day pay is accrued when incurred and is considered current. The change in compensated absences for the year ended April 30, 2009 was as follows:

Balance, May 1	\$ 192,459
Issuances	119,731
Retirements	<u>(73,704)</u>
Balance, April 30	<u>\$ 238,486</u>

(k) Net Assets

The Statement of Net Assets presents the Commission's assets and liabilities with the difference reported in three categories:

Invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation and reduced by outstanding balances for bonds and other debt that are attributable to the acquisition, construction, or improvement of those assets.

Restricted net assets result when constraints placed on net asset use are either externally imposed by creditors, grantors, contributors, and the like, or imposed by law through constitutional provisions or enabling legislation.

Unrestricted net assets consist of net assets that do not meet the criteria of the two preceding categories.

It is the Commission's policy to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available.

(l) Accounting Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amount of revenues and expenses during the period. Actual results could differ from these estimates.

DuPage Water Commission

Notes to Financial Statements

Note 2. Budgets

In April 2008, the Commission adopted the annual management budget in the amount of \$80,086,977 for operating costs, \$6,767,972 for interest retirements and \$25,539,600 for capital outlay for the fiscal year ended April 30, 2009. An appropriation ordinance is adopted annually to supplement the Commission's management budget. Total Commission expenditures did not exceed the appropriation ordinance, which is the legal spending authority for the Commission.

Note 3. Deposits and Investments

The following is a summary of the Commission's cash and investments (including restricted cash and investments):

(a) Custodial Credit Risk - Deposits

Custodial credit risk is the risk that in the event of a bank failure, the Commission's deposits may not be returned to it. The Commission's management policy is to fully collateralize all deposits above FDIC insurance limits, with the collateral held in safekeeping by an independent third party in the Commission's name. Collateral may not be released without the permission of Commission management. As of April 30, 2009, none of the Commission's deposits were exposed to custodial credit risk.

Certificates of deposit totaling \$8,500,000 are reported as investments in the Statement of Net Assets.

(b) Investments

As of April 30, 2009, the Commission had the following investments and maturities:

Investment Type	Fair Value	Investment Maturities (in Years)	
		Less Than 1	1-5
U.S. Treasury Notes	\$ 12,264,399	\$ 12,264,399	\$ -
Illinois Funds Investment Pool *	33,471,426	33,471,426	-
Money Market Funds	14,203,059	14,203,059	-
Total	\$ 59,938,884	\$ 59,938,884	\$ -

* The Illinois Funds have a weighted average maturity of less than 1 year.

The Illinois Funds Investment Pool is not registered with the SEC. The Pool is sponsored by the Treasurer of the State of Illinois, in accordance with State law. The fair value of the position in the Pool is the same as the value of the Pool shares.

Interest Rate Risk – Interest rate risk is the risk that changes in interest rates of debt investments will adversely affect the fair value of an investment. The Commission's investment policy does not limit the Commission's investment portfolio to specific maturities.

Note 3. Deposits and Investments (Continued)

(b) Investments (Continued)

Credit Risk - The Commission's investment policy limits investments of the Commission's funds to the following: (a) direct or fully guaranteed obligations of the U.S. government; (b) fully guaranteed obligations of certain U.S. federally chartered agencies; (c) interest-bearing demand or time deposits in banks and savings and loan associations; (d) short-term obligations of U.S. corporations with assets exceeding \$500,000,000 and with a rating of AAA1, 2 or 3; (e) money market mutual funds whose portfolio consists solely of U.S. Government obligations; (f) the Illinois Funds Investment Pool of the State of Illinois; and (g) repurchase agreements. The Revenue Bond Ordinance restricts funds held in the Interest and Principal accounts of the Water Fund to only investments in (a) as described above. The Revenue Bond Ordinance also restricts funds held in the Debt Service Reserve Account in the Water Fund to only investments in (a) and (b), as described above. The money market funds are not rated. The Illinois Funds Investment Pool has been rated AAAM by Standard & Poor's.

Custodial Credit Risk – For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Commission will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The U.S. Treasury notes are held by the Commission's agent in the Commission's name. The Illinois Funds Investment Pool and the Money Market funds are not subject to custodial credit risk. The Commission's investment policy does not address custodial credit risk for investments.

Concentration of Credit Risk – The risk of loss attributed to the magnitude of a government's investment in a single issuer. The Commission places no limit on the amount the Commission may invest in any one issuer, except for certificates of deposit. More than five percent (5%) of the Commission's investments are in the Illinois Funds Investment Pool and Money Market Funds.

Note 4. Loans Receivable

On April 25, 2002, the Commission approved a motion for a proposed agreement to make long-term, low-interest loans available to Charter Customer municipalities for the purpose of providing financing under certain circumstances to future customers who presently live in areas of DuPage County not presently served by the Commission. Two intergovernmental agreements with Charter Customers were made during fiscal year 2004. The loans are to be repaid in 13 installments, commencing in 2010 and continuing through 2023. In fiscal year 2008, a third loan was made to a Charter Customer. The loan is to be repaid in 13 installments, commencing in 2013 and continuing through 2025. Interest at a rate of 2% per annum shall be paid annually until the principal balance of the loan has been paid in full. As of April 30, 2009, notes totaling \$5,637,192 are due from members.

DuPage Water Commission

Notes to Financial Statements

Note 5. Capital Assets

A summary of changes in capital assets is as follows:

	Balance May 1	Increases	Decreases	Balance April 30
Capital assets not being depreciated				
Land and permanent easements	\$ 11,728,902	\$ 63,398	\$ -	\$ 11,792,300
Construction in progress	23,871,843	5,159,632	-	29,031,475
Total capital assets not being depreciated	35,600,745	5,223,030	-	40,823,775
Other capital assets				
Water mains	344,047,694	-	-	344,047,694
Buildings and other structures	81,381,182	-	-	81,381,182
Pumping equipment	5,583,705	11,300	(11,688)	5,583,317
Office furniture and equipment	4,986,322	-	(55,000)	4,931,322
Vehicles and other equipment	551,047	36,928	(29,330)	558,645
Total other capital assets at historical cost	436,549,950	48,228	(96,018)	436,502,160
Less accumulated depreciation for				
Water mains	(59,517,335)	(4,298,970)	-	(63,816,305)
Buildings and other structures	(31,063,020)	(2,194,803)	-	(33,257,823)
Pumping equipment	(3,151,755)	(208,341)	11,688	(3,348,408)
Office furniture and equipment	(4,860,972)	(40,154)	55,000	(4,846,126)
Vehicles and other equipment	(389,712)	(47,741)	29,330	(408,123)
Total accumulated depreciation	(98,982,794)	(6,790,009)	96,018	(105,676,785)
Other capital assets, net	337,567,156	(6,741,781)	-	330,825,375
Capital assets, net	\$ 373,167,901	\$ (1,518,751)	\$ -	\$ 371,649,150

DuPage Water Commission

Notes to Financial Statements

Note 6. Water Contract with the City of Chicago

The Commission has entered into a 40-year contract (from March 19, 1984) with the City of Chicago, Illinois (the "Chicago Contract"), under which Chicago has agreed to supply all of the Commission's water requirements, up to 1.7 times the year's annual average day amount (which is a quantity adequate to meet the customers' projected needs), with water of such quality as will meet or exceed applicable standards of the state and federal governments. The Chicago Contract provides that the cost of water to the Commission shall be equal to the rate fixed for large quantities of water furnished through meters to consumers inside Chicago furnished by Chicago through meters.

The Commission is obligated to purchase a minimum amount of water; such minimum is 50% of the aggregate Illinois Department of Natural Resources allocations. In fiscal 2009, the Commission purchased 30 billion gallons of water from the City of Chicago; such purchases equaling 83.1% of the aggregate Illinois Department of Natural Resources allocations.

The Commission is constructing emergency generation at the Lexington Pump Station. The City of Chicago has agreed to pay a portion back to the Commission through a 10 percent credit in water costs paid by the Commission.

Note 7. Long-Term Obligations Payable

A schedule of changes in long-term obligations payable is as follows:

	Balance May 1	Issuances	Retirements	Balance April 30	Due Within One Year
Deferred revenue	\$ 2,406,088	\$ -	\$ 140,607	\$ 2,265,481	\$ 140,607
General obligation bonds*	35,560,000	-	11,250,000	24,310,000	11,845,000
Revenue bonds**	100,795,000	-	9,125,000	91,670,000	9,580,000
Total	\$ 138,761,088	\$ -	\$ 20,515,607	\$ 118,245,481	\$ 21,565,607
* General obligation bonds					
				\$ 24,310,000	\$ 11,845,000
				231,251	160,682
				(315,351)	(171,938)
				<u>\$ 24,225,900</u>	<u>\$ 11,833,744</u>
** Revenue bonds					
				\$ 91,670,000	\$ 9,580,000
				2,155,391	591,749
				(5,496,538)	(1,099,582)
				<u>\$ 88,328,853</u>	<u>\$ 9,072,167</u>

Note 7. Long-Term Obligations Payable (Continued)**(a) General Obligation Bonds:**

The Commission issues bonds to purchase and construct capital assets. The Commission has issued \$93,970,000 general obligation refunding bonds, series 2001. Principal is due in annual installments of \$1,295,000 to \$12,465,000; interest at 5.0% to 5.25% through maturity on March 1, 2011. As of April 30, 2009, \$24,310,000 principal was outstanding on these bonds. The Commission intends to retire these bonds with annual sales tax proceeds. The series 2001 bonds are general obligations of the Commission secured by the full faith and credit of the Commission and payable, as to both principal and interest, from ad valorem taxes levied against all taxable property within the territory of the Commission. The Commission issued Ordinance No. O-1-09, abating the ad valorem taxes on this debt and has set aside, with a trustee, \$13,121,275 of sales tax proceeds to be used to service the debt as it becomes due during fiscal year 2010. The \$13,121,275 is reported as restricted investments on the Statement of Net Assets.

Payments due on the general obligation bonds through maturity are as follows:

Fiscal Year Ending April 30	Interest	Principal	Total
2010	\$ 1,276,275	\$ 11,845,000	\$ 13,121,275
2011	654,413	12,465,000	13,119,413
Total	\$ 1,930,688	\$ 24,310,000	\$ 26,240,688

(b) Revenue Bonds

In August 2003, the Commission issued \$135,995,000 Revenue Refunding Bonds, Series 2003. Principal is due in annual installments of \$7,880,000 to \$13,575,000; interest at 3.0% to 5.25% through maturity on May 1, 2016. The Series 2003 revenue bonds have an average interest rate of 3.98% and were issued to refund \$145,655,000 of outstanding Revenue Bonds, Series 1993 with an average interest rate of 5.3%. As a result, the Series 1993 bonds were retired and the liability for the debt has been removed from the Commission's books.

As of April 30, 2009, \$91,670,000 principal remained outstanding on the Series 2003 bonds. In addition, the bonds are subject to certain terms and conditions contained in the "Master Revenue Bond Ordinance" (the Ordinance), which was created when the Commission initially issued Revenue Bonds, Series 1987. See Note 7 (c). Substantially all revenue generated from Commission operations are pledged to retire these bonds.

DuPage Water Commission

Notes to Financial Statements

Note 7. Long-Term Obligations Payable (Continued)

(b) Revenue Bonds (Continued)

Payments due on the revenue bonds through maturity are as follows:

Fiscal Year Ending April 30	Interest	Principal	Total
2010	\$ 4,709,437	\$ 9,580,000	\$ 14,289,437
2011	4,230,438	10,060,000	14,290,438
2012	3,727,437	10,565,000	14,292,437
2013	3,199,188	11,090,000	14,289,188
2014	2,644,687	11,645,000	14,289,687
2015-2017	4,135,950	38,730,000	42,865,950
Total	\$ 22,647,137	\$ 91,670,000	\$ 114,317,137

(c) Revenue Bond Ordinance

On January 15, 1987, the Commission adopted a master revenue bond ordinance (the "Ordinance") authorizing the issuance of Water Revenue Bonds, Series 1987, for the purpose of financing a portion of the construction of the water supply system.

The Ordinance required the establishment of funds designated as "Water Fund," "Revenue Bond Construction Fund," "Special Redemption Fund" and "Rebate Fund" (the "Arbitrage Rebate Fund") and various accounts within the Water Enterprise Fund designated as "Operation and Maintenance Account," "Interest Account," "Principal Account," "Debt Service Reserve Account," "Operation and Maintenance Reserve Account," "Depreciation Account" and "General Account."

Revenues held or collected from ownership and operation of the system are deposited in the Water Fund. Monies deposited in the Water Fund are required to be transferred to the extent available within the following accounts of the Water Fund in the indicated order:

Operation and Maintenance Account – An amount sufficient to make the amount then on deposit sufficient to pay operation and maintenance costs for the month of deposit and the next succeeding month.

Interest Account – Monthly one-sixth of the amount sufficient to cover interest becoming due on the bonds on the next succeeding semiannual interest payment date.

Principal Account – Monthly one-twelfth of the amount sufficient to cover principal of the bonds coming due on the next succeeding principal maturity date.

Debt Service Reserve Account – An amount equal to the maximum annual debt service requirement less the amount of any applicable surety bond coverage.

DuPage Water Commission

Notes to Financial Statements

Note 7. Long-Term Obligations Payable (Continued)

(c) Revenue Bond Ordinance (Continued)

Operation and Maintenance Reserve Account – An amount equal to one-sixth of an amount equal to two months of the budgeted annual operation and maintenance costs until such reserve equals two months of the annual operation and maintenance costs.

Depreciation Account – Monthly amounts of at least \$175,000. Any amounts in excess of the required minimum balance of \$5,000,000 may be transferred to the general account of the Water Fund by resolution of the Commission Board.

General Account – All revenues remaining in the Water Fund after all required transfers are made to the respective accounts will be transferred to this account.

The Ordinance requires that the Interest Account, the Principal Account and the Debt Service Reserve Account be held by the Trustee. All other accounts are held by the Commission.

The Ordinance provides for the creation of the Special Redemption Fund to be held by the Trustee to account for issuance proceeds and condemnation awards to the extent not used to repair or replace the system and any other Commission-designated transfer. These monies may be used for debt service purposes. This fund was not active in fiscal 2009.

The Ordinance created the Arbitrage Rebate Fund to be held by the Trustee to maintain the tax-exempt status of the interest paid on the bonds. Beginning in fiscal 1988, an account was established and funds were transferred to segregate funds deemed necessary to maintain the tax-exempt status of the revenue bonds. Investment earnings of the Interest, Principal and Debt Service Reserve Accounts used for the purpose of funding amounts set aside in the Arbitrage Rebate Fund.

During fiscal 2009, all required transfers were made and account balances were sufficient to meet Ordinance requirements. In accordance with the Commission's revenue bond ordinance, the Commission maintains accounts for the Revenue Bond Construction Fund, the Special Redemption Fund and the Arbitrage Rebate Fund, but these funds are presently inactive.

DuPage Water Commission

Notes to Financial Statements

Note 7. Long-Term Obligations Payable (Continued)

(c) Revenue Bond Ordinance (Continued)

Restricted investments related to the various revenue bond ordinances at April 30, 2009 are as follows:

Sales tax restricted for fixed cost payments	\$ 7,348,135
Amount held by trustee for payment of general obligation bonds and interest	13,629,351
Operation and maintenance account	12,374,055
Interest account	2,567,744
Principal account	10,270,364
Operation and maintenance reserve account	13,542,548
Depreciation reserve account	5,000,000
Total restricted investments	<u>\$ 64,732,197</u>
Reported as	
Current	\$ 46,189,649
Noncurrent	18,542,548
	<u>\$ 64,732,197</u>

Note 8. Restricted Net Assets

The Commission has the following restricted net assets:

Restricted Net Assets:	
Restricted assets:	
Investments - per various bond ordinances (Note 7(c))	\$ 64,732,197
Less current liabilities payable from restricted assets:	
Revenue bonds:	
Operations and maintenance account:	
Accounts payable	3,879,548
Accrued liabilities	2,591,968
Compensated absences	238,486
Contract retentions	285,094
Customer deposits	1,457,785
Principal account:	
Principal payable (due May 1, 2009)	9,580,000
Interest account:	
Interest payable (due May 1, 2009)	2,354,719
Unamortized premium and loss on refunding	(507,833)
General obligation bonds:	
Principal payable (due March 1, 2010)	11,845,000
Interest payable (due March 1, 2010)	212,713
Unamortized premium and loss on refunding	(11,256)
Total liabilities payable from restricted assets	<u>31,926,224</u>
Restricted net assets	<u>\$ 32,805,973</u>

DuPage Water Commission

Notes to Financial Statements

Note 9. Unrestricted Net Assets

The Commission has adopted various resolutions making the following "designations and assignments" of the Commission's unrestricted net assets balance:

Designated for Operations:

Designated and assigned to the Construction Reserve within the Sales Tax subaccount of the General Account of the Water Fund	\$ 9,067,050
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Designated and assigned for emergency repairs and other contingencies	<u>7,281,331</u>
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Total designated for operations	<u>16,348,381</u>
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Designated Non-Operating:

Designated for areas affected by contaminated well water pursuant to the intergovernmental agreement, R-32-02	<u>3,152,730</u>
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Total non-operating designation	<u>3,152,730</u>
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Total unrestricted net assets - designated	<u><u>\$ 19,501,111</u></u>
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Note 10. Commitments and Contingent Liabilities

As of April 30, 2009, the Commission's remaining commitment on contracts for future construction total approximately \$39.8 million. No future financing is required.

The Commission has certain other contingent liabilities resulting from litigation, claims and commitments incident to the ordinary course of business. It is the Commission's opinion that final resolution of such contingencies will not materially affect the financial position of the Commission.

Note 11. Major Customer

During fiscal year 2009, approximately 5.8 billion gallons, or 19.57% of water sales revenue in the Water Fund was realized from the City of Naperville, the Commission's largest customer.

Note 12. Employee Retirement Plan

The Commission adopted GASB Statement No. 50, *Pension Disclosures – an amendment to GASB Statements No. 25 and 27*, as of April 30, 2009.

(a) Plan Description

The Commission contributes to the Illinois Municipal Retirement Fund (IMRF), which provides retirement, disability, annual cost of living adjustments, and death benefits to plan members and beneficiaries. IMRF is an agent multiple-employer public retirement system that acts as a common investment and administrative agent for local governments and school districts in Illinois. All employees hired in positions that meet or exceed the prescribed annual hourly standard, must be enrolled in IMRF as participating members. Benefit provisions are established by statute and may only be changed by the General Assembly of the State of Illinois. IMRF issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained on-line at www.imrf.org or by writing to the Illinois Municipal Retirement Fund, 2211 York Road, Suite 500, Oak Brook, Illinois 60523.

(b) Funding Policy

As set by statute, employer regular plan members are required to contribute 4.5% of their annual covered salary. The statutes require employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. The employer contribution rate for calendar year 2008 was 8.92% of annual covered payroll. The Commission also contributes for disability benefits, death benefits and supplemental retirement benefits, all of which are pooled at the IMRF level. Contribution rates for disability and death benefits are set by the IMRF Board of Trustees, while the supplemental retirement benefits rate is set by statute.

(c) Annual Pension Cost

The Commission's annual pension cost of \$232,150 for the regular plan was equal to the Commission's required and actual contributions.

(d) Trend Information

Year ending	Annual pension cost (APC)	Percentage of APC contributed	Net pension obligation
12/31/08	\$ 232,150	100 %	\$ -
12/31/07	295,199	100	-
12/31/06	275,607	100	-

The required contribution for 2008 was determined as part of the December 31, 2006 actuarial valuation using the entry age normal actuarial cost method. The actuarial assumptions included (a) 7.5% investment rate of return (net of administrative and direct investment expenses), (b) projected salary increases of 4.00% a year, attributable to inflation, (c) additional projected salary increases ranging from 0.4% to 11.6% per year depending on age and service, attributable to seniority/merit, and (d) post retirement benefit increases of 3% annually. The actuarial value of the Commission's regular plan assets was determined using techniques that smooth the effects of short-term volatility in the market value of investments over a five-year period with a 20% corridor between the actuarial and market value of assets. The unfunded actuarially accrued liability is being amortized as a level percentage of projected payroll on a closed basis. The remaining amortization period at December 31, 2008 was 28 years.

Note 12. Employee Retirement Plan (Continued)

(e) Funded Status and Funding Progress

As of December 31, 2008, the most recent actuarial valuation, the regular plan was 80.58 percent funded. The actuarial liability for benefits was \$5,774,686 and the actuarial value of assets was \$4,653,290 resulting in an underfunded actuarial accrued liability (UAAL) of \$1,121,396. The covered payroll (annual payroll of active employees covered by the plan) was \$2,602,576 and the ratio of the UAAL to the covered payroll was 43 percent.

The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

(f) Significant Actuarial Assumptions

The information presented in the notes and the required supplementary schedules was determined as part of the actuarial valuations dated December 31, 2008. Additional information as of the latest actuarial valuation follows:

Actuarial Cost Method	Entry Age Normal
Method Used to Determine Actuarial Value of Assets	Five-Year Smoothed Market Value
Amortization Method and Period	Level Percentage of Projected Payroll Based Basis – 28 Years
Significant Actuarial Assumptions	
(a) Rate of Return on Investment of Present and Future Assets	7.50% compounded annually
(b) Projected Salary Increases Attributable to Inflation	4.00% compounded annually
(c) Additional Projected Salary Increases Attributable to Seniority/Merit	0.4% to 11.6%
(d) Postretirement Benefit Increases	3.00%

Note 13. Risk Management

The Commission is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and injuries to the Commission’s employees. These risks, along with medical claims for employees and retirees, are provided for through insurance purchased from private insurance companies.

There have been no reductions in the Commission’s insurance coverage for any of its programs since the prior fiscal year. Settlements have not exceeded insurance coverage during the current year or prior three fiscal years.

Note 14. Other Post-Employment Benefits (OPEB)

The Commission adopted GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as of April 30, 2007 on a prospective basis.

(a) Plan Description

The Commission provides certain health care insurance benefits for retired employees under a single employer plan. The Commission is the administrator of the plan. In accordance with Commission policy, substantially all of the Commission's employees may become eligible for those benefits if they reach normal retirement age while working for the Commission.

The Commission does not issue stand-alone financial reports for its other post-employment benefits.

(b) Funding Policy

The Commission funds other post-employment benefits on a pay-as-you-go basis. For fiscal year 2008, the Commission's annual other post-employment benefits cost of \$13,616 was equal to the Commission's required contributions. The required contributions were determined as part of the April 30, 2009 actuarial valuation. For fiscal year 2009, the Commission's contribution was \$0.

(c) Significant Actuarial Assumptions

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future, and that actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

The required schedule of funding progress immediately following the notes to the financial statements presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Projections of benefits are based on the types of benefits provided under the terms of the substantive plan at the time of each valuation and on the pattern of sharing of costs between the employer and plan members to that point.

Actuarial calculations reflect a long-term perspective and consistent with that perspective, actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

The information presented in the notes and the required supplementary schedules was determined as part of the actuarial valuations dated April 30, 2009. Additional information as of the latest actuarial valuation follows:

Actuarial Cost Method	Entry Age
Method Used to Determine Actuarial Value of Assets	Market Value
Amortization Method and period	Level Percentage of Pay-Closed Basis – 28 Years
Significant Actuarial Assumptions	
(a) Rate of Return on Investment of Present and Future Assets	5.00% compounded annually
(b) Projected Salary Increases - Attributable to Inflation	5%
(c) Healthcare Inflation Rate	8.00% initial, 6.00% ultimate
(d) Employer Provided Implicit Benefit	\$94.95/Month to Age 65

DuPage Water Commission

Notes to Financial Statements

Note 14. Other Post-Employment Benefits (OPEB) (Continued)

(d) Annual OPEB Cost and Net OPEB Obligation

The information presented in the notes and the required supplementary schedules was determined as part of the actuarial valuations dated April 30, 2009. Additional information as of the latest actuarial valuation available follows:

Annual required contribution	\$ 13,231
Interest on net OPEB obligation	1,241
Adjustment to annual required contribution	(856)
Annual OPEB cost	<u>13,616</u>
Contribution made	<u>-</u>
Increase in net OPEB obligation	13,616
Net OPEB obligation beginning of year	<u>24,822</u>
Net OPEB obligation end of year	<u><u>\$ 38,438</u></u>

(e) Funding Status

The funded status of the plan as of April 30, 2008 (latest available) was as follows:

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Fiscal Year	Actuarial Value of Assets (a)	Actuarial Liability (b)	Unfunded Actuarial Liability (b) - (a)	Funded Ratio (a)/(b)	Covered Payroll (c)	Unfunded Actuarial Liability as a Percentage of Annual Covered Payroll ((b - a) / c)
04/30/2008	-	\$ 67,267	\$ 67,267	-	%	N/A

DuPage Water Commission

Notes to Financial Statements

Note 14. Other Post-Employment Benefits (OPEB) (Continued)

(f) Trend Information

Fiscal Year Ending	OPEB Cost	OPEB Cost Contributed	Net OPEB Obligation
4/30/2006	\$ 12,601	9.50%	\$ 11,401
4/30/2007	*	*	*
4/30/2008	13,616	-	38,438

* The Commission's policy is to have an actuarial valuation performed biennially. Therefore, no actuarial valuation was done as of April 30, 2007.

Note 15. Pending GASB Statements

The Governmental Accounting Standards Board (GASB) has issued the following statements:

Statement No. 51 – *Accounting and Financial Reporting for Intangible Assets*, establishes accounting and financial reporting requirements for intangible assets. All intangible assets not specifically excluded by the scope of this Statement should be classified as capital assets. All existing authoritative guidance for capital assets should be applied to these intangible assets, as applicable. The Commission is required to implement this Statement for the year ending April 30, 2011.

Statement No. 53 – *Accounting and Financial Reporting for Derivative Instruments*, addresses the recognition measurement, and disclosure of information regarding derivative instruments entered into by state and local governments. Derivative instruments are often complex financial arrangements used by governments to manage specific risks or to make investments. The Commission is required to implement this Statement for the year ending April 30, 2011.

Statement No. 54 – *Fund Balance Reporting and Governmental Fund Type Definition*. This Statement was issued to enhance the usefulness of fund balance information by providing clearer fund balance classifications and by clarifying the existing fund type definitions. This Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed on the use of the resources reported in governmental funds. The Commission is required to implement this Statement for the year ending after April 30, 2012.

Management has not currently determined what impact, if any, these Statements may have on its financial statements.

DuPage Water Commission

Illinois Municipal Retirement Fund

Required Supplementary Information

Analysis of Funding Progress

April 30, 2009

Calendar Year	Actuarial Value of Assets (a)	Actuarial Accrued Liability (b)	Unfunded Actuarial Accrued Liability (b) - (a)	Funded Ratio (a)/(b)	Covered Payroll (c)	Unfunded Actuarial Accrued Liability as a Percentage of Annual Covered Payroll ((b - a) / c)
2005	\$ 2,010,845	\$ 3,497,300	\$ 1,486,455	57.50 %	\$ 2,075,517	71.62 %
2006	3,949,591	4,271,581	321,990	92.46	2,253,534	14.29
2007	4,742,810	5,068,990	326,180	93.57	2,441,680	13.36
2008	4,653,290	5,774,686	1,121,396	86.58	2,602,576	43.09

The DuPage Water Commission began participating in the Illinois Municipal Retirement Fund during fiscal year 2004.

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DuPage Water Commission

Illinois Municipal Retirement Fund

Required Supplementary Information

Employer Contributions

April 30, 2009

Calendar Year	Annual Required Contribution	Percentage Contributed
2005	\$ 336,441	100.00 %
2006	275,607	100.00
2007	295,199	100.00
2008	232,150	100.00

The DuPage Water Commission began participating in the Illinois Municipal Retirement Fund during fiscal year 2004.

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DuPage Water Commission

Other Post-Employment Benefits

Required Supplementary Information

Analysis of Funding Progress

April 30, 2009

Fiscal Year	Actuarial Value of Assets (a)	Actuarial Accrued Liability (b)	Unfunded Actuarial Accrued Liability		Funded Ratio (a)/(b)	Covered Payroll (c)	Unfunded Actuarial Accrued Liability as a Percentage of Annual Covered Payroll
			(b) - (a)				((b - a) / c)
04/30/2006	\$ -	\$ 98,996	\$ 98,996	-	-	N/A	N/A %
04/30/2007	*	*	*	*	*	*	*
04/30/2008	-	67,267	67,267	-	-	N/A	N/A

* The Commission's policy is to obtain an actuarial valuation once every two years. Therefore, no actuarial valuation was done as of April 30, 2007.

The DuPage Water Commission began recording other post-employment benefit costs during fiscal year 2007.

DuPage Water Commission

Other Post-Employment Benefits

Required Supplementary Information

Employer Contributions

April 30, 2009

Fiscal Year	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
04/30/2006	\$ 12,601	9.50%	\$ 11,401
04/30/2007	*	*	*
04/30/2008	13,616		38,438

* The Commission's policy is to obtain an actuarial valuation once every two years. Therefore, no actuarial valuation was done as of April 30, 2007.

DuPage Water Commission began recording other post-employment benefit costs during fiscal year 2007.

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SUPPLEMENTAL INFORMATION ON BUDGET COMPARISON

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Dupage Water Commission

Schedule of Revenues, Expenses and
Changes in Net Assets - Budget and Actual
Year Ended April 30, 2009

	Actual	Budget	Variance Positive (Negative)
Operating revenues			
Water sales			
Operations and maintenance costs	\$ 33,408,518	\$ 40,605,758	\$ (7,197,240)
Fixed costs	6,985,898	7,144,719	(158,821)
Customer differential	927,452	935,362	(7,910)
Other income	2,473	2,500	(27)
Total operating revenues	<u>41,324,341</u>	<u>48,688,339</u>	<u>(7,363,998)</u>
Operating expenses			
Water supply costs	53,645,192	65,608,960	11,963,768
Depreciation	6,790,009	6,965,924	175,915
Personal services	3,782,728	4,502,214	719,486
Insurance	729,203	831,874	102,671
Professional and contractual services	655,937	1,211,666	555,729
Administrative costs	764,490	966,339	201,849
Total operating expenses	<u>66,367,559</u>	<u>80,086,977</u>	<u>13,719,418</u>
Operating loss	<u>(25,043,218)</u>	<u>(31,398,638)</u>	<u>6,355,420</u>
Nonoperating revenues (expenses)			
Sales tax	31,118,492	36,268,083	(5,149,591)
Investment income	1,424,148	4,446,791	(3,022,643)
Interest and other charges	(6,761,745)	(6,767,972)	6,227
Net nonoperating revenues	<u>25,780,895</u>	<u>33,946,902</u>	<u>(8,166,007)</u>
Change in net assets	737,677	2,548,264	(1,810,587)
Net assets, May 1, 2008	<u>331,569,715</u>	<u>324,671,700</u>	<u>6,898,015</u>
Net assets, April 30, 2009	<u>\$ 332,307,392</u>	<u>\$ 327,219,964</u>	<u>\$ 5,087,428</u>

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NUGENT CONSULTING GROUP
INSURANCE AND RISK MANAGEMENT CONSULTING

September 28, 2009

Mr. Robert Martin
DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126-4642

Re: Insurance Proposal Analysis

Dear Bob:

The purpose of this letter is to summarize the renewal proposal received for the November 1, 2009 insurance renewal.

In preparation for this renewal we directed Gallagher to negotiate pre-renewal pricing commitments from the current insurers. If the current insurers would not reduce rates, then we intended to issue an RFP. Gallagher was able to get the current insurers to agree to reduce premiums and no RFP was issued.

Insurance premiums and fees will decrease 3.85% from the current premiums. I am very pleased with the results of the renewal negotiations.

Please contact me with any questions.

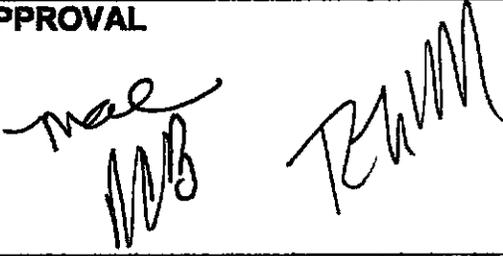
Sincerely,

Mike Nugent

Michael D. Nugent

DU PAGE WATER COMMISSION						
2009 RENEWAL COST COMPARISON						
Coverage	2004	2005	2006	2007	2008	2009
General Liability	\$ 75,949	\$ 53,497	\$ 39,057	\$ 48,589	\$ 42,341	\$ 40,360
Automobile	\$ 21,881	\$ 21,285	\$ 20,164	\$ 14,543	\$ 15,977	\$ 16,369
Crime	\$ 8,300	\$ 7,470	\$ 7,470	\$ 1,694	\$ 1,716	\$ 1,716
Excess Liability	\$ 155,851	\$ 118,320	\$ 97,930	\$ 20,262	\$ 18,313	\$ 17,969
Excess Liability Layer 2	\$ -	\$ -	\$ -	\$ 71,121	\$ 52,241	\$ 50,674
Property	\$ 433,079	\$ 352,917	\$ 377,057	\$ 358,163	\$ 315,000	\$ 305,390
Inspection Fee	\$ 5,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
UST	\$ 545	\$ 545	\$ 545	\$ 653	\$ 545	\$ 545
Brokerage Fee	\$ -	\$ 40,000	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000
Total	\$ 700,605	\$ 604,034	\$ 589,223	\$ 562,025	\$ 493,133	\$ 480,023

REQUEST FOR BOARD ACTION

AGENDA SECTION New Business	ORIGINATING DEPARTMENT Facilities Construction
ITEM Commonwealth Edison Customer Work Agreement Memorandum Dated September 22, 2009 for Emergency Generation Facility Related Distribution System Improvements at the Lexington Pumping Station	APPROVAL 
<p>Account Number: 01-60-8201.01 - \$596,000.00</p> <p>In order to parallel the ComEd electric utility when starting up or shutting down the proposed emergency generators at the Lexington Pumping Station, improvements to the ComEd electric distribution, relaying and metering systems are necessary. Before ComEd would proceed with the necessary relaying, monitoring and communication system improvements required in accordance with ComEd's Project Diagram 1P071447, ComEd requested that the Commission approve the attached customer work agreement and deposit 100% of ComEd's estimated cost of the work, which work pertains only to a portion of the overall ComEd improvements required.</p> <p>The total cost of the relaying, monitoring and communication system improvements have been estimated by ComEd at \$743,000.00 and, as approved by the Board at the April 2007 and December 2007 meetings, the Commission has already deposited the sum of \$147,000.00. A total of \$800,000.00 was included in the 2009/2010 Five Year Capital Improvement Plan for the ComEd improvements required to be reimbursed by the Commission, and the FY-09/10 Management Budget included \$800,000.00 in ComEd reimbursement for the current year.</p> <p>Reimbursement of these costs incurred is subject to the Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the Commission and the City of Chicago.</p> <p>MOTION: To approve and accept the Commonwealth Edison Customer Work Agreement Memorandum dated September 22, 2009 and remit the requested construction deposit payment in the amount of \$596,000.00.</p>	

Kevin Hall
Principle Project Manager

Telephone 630-437-2142

ComEd
3 Lincoln Center
Oakbrook Terrace, IL 60181

www.exeloncorp.com
Kevin.Hall@exeloncorp.com

Via Email
September 22, 2009

Robert L. Martin
General Manager
DUPAGE WATER COMMISSION
600 E. Butterfield Road
Elmhurst, IL 60126-4642

Dear Mr Martin:

Thank you for your continued interest in locating a distributed generation facility in ComEd's service territory. This letter contains a construction phase estimate for your proposed project located at existing ComEd ESS Y323 at 5555 W. Lexington Ave., Chicago, Illinois. This is a final cost estimate for ComEd to provide work for the facilities that must be installed to meet the needs of your facility. This letter covers information related to providing ComEd system modifications to accommodate 11,000 kW of cogeneration per ComEd's Project Diagram 1P071447. All of the requirements and information in this letter are intended to be read consistent with the provisions of ComEd's tariffs.

GENERAL ASSUMPTIONS:

- Deposit request reflects 2009 tariffs and taxes with no escalation. Final bill/refund will be based on actual costs resulting from applicable tariffs and taxes in effect at the time of service.
- Project scope provides no additional capacity, contingency, or redundancy above what is specifically stated. Change in scope will result in additional charges. Estimate does not include any enhanced reliability.
- Construction schedule to be developed by ComEd based on normal 40 hour work week, without overtime or Holiday work.
- ComEd standard payment terms per applicable tariffs shall apply to all installations.
- Customer is responsible to obtain all permits and easements at customer's expense as necessary to support ComEd's construction schedule and installation methods, including but not limited to tree trimming without restriction.
- No landscaping and beautification will be provided by ComEd.
- All soil remediation is the responsibility of the customer.
- Costs do not include electrical usage charges.
- This estimate assumes you may be selling the output of your diesel units to ComEd, and the renewables credits from your photovoltaic array to the PJM market.

Scope of Work:

Includes the following major components:

- Replace existing 50/51N CO-6 relays with Schweitzer 351S-6 relays on three transformers at ESS Y323

- Reconfigure and Reprogram existing throw-over scheme and new relaying at ESS Y323 to accommodate proposed distributed generation & required scada
- Upgrade existing ComEd battery to support proposed relaying and scada
- Order Scada phone line to existing phone board at 5555 W. Lexington Ave., Chicago, Illinois. Customer to extend scada phone line to ComEd RTU panel in existing ESS Y323 control building.
- Customer to run new POTS line to meter base for renewables credit metering of photovoltaic array.
- Install, Configure, and Program new Scada RTU panel at ESS Y323
- Reconfigure and Reprogram remote end relaying at TSS 59 Cicero and TSS 30 Columbus Park to accommodate proposed distributed generation as necessary
- Witnessing of customer testing of customer distributed generation relaying
- This estimate letter is valid for 90 days; if unapproved at that time, costs will be re-calculated at prevailing rates.

Preliminary high-level schedule:

- In-service May 2010
- Assumes October 16, 2009 decision to proceed and return of signed letter with payment
- Assumes customer's schedule does not slip

Definitive cost range (prior to any detailed engineering): \$743K +/- 10%, (\$669K - \$817K)

Key Basis For Estimate and Items Not Included:

- This preliminary estimate is good for 90 days and is subject to change without prior notice. Specifically, the configuration of ComEd's infrastructure changes continually to meet the needs of our customers and to ensure reliability. Capacity presently exists in the immediate area, but could be utilized by others on the distribution system. The amount of available capacity could change should another distributed generation customer commit first to proceed. Until ComEd receives a definitive order from a customer to proceed with a project along with the requested funds, ComEd will not know with certainty which customer location will be able to utilize the existing capacity. The revised cost and schedule estimate may increase substantially due to ComEd's need to make a considerable amount of additional investment in order to serve the planned distributed generation at this location (i.e., requested generation can no longer be accommodated using existing ComEd infrastructure).
- Additional or different customer requirements may alter this preliminary cost estimate and projected schedule.
- ComEd will not begin construction at the ESS until customer site is prepared for ComEd work.
- Customer to provide all required phone lines, conduits, demarcation cabinet, wiring/fiber for required customer scada points, and AC feed(s) as required by ComEd P&C Engineering. Scada prints showing required scada points at terminal blocks in new demarc cabinet have been supplied to customer.

Estimate Does Not Include:

- Does not include customer costs to install customer owned equipment per PD 6P081401 demarcation line and associated relay notes such as customer-owned relaying required by ComEd, fencing, conduit work, or housing of ComEd relays.

- Delays related to permitting needs required by municipalities are not factored in to the schedule or costs estimates.
- Does not account for other optional facilities charges.

ComEd is confident that we can complete the necessary work for you to begin parallel operation of generation contingent on ComEd receiving all information and payments on schedule and receiving permits from local and state authorities, as well as you meeting customer readiness dates throughout the project. A dispute over existing infrastructure, as described above, could impact schedule and costs.

ComEd requires your commitment to begin moving forward with construction and a construction deposit payment of \$596,000 (\$743K - \$147K previously received) to perform construction and testing work. The deposit is based on 100% of the estimated construction and testing costs. Your commitment to move forward with the project will be based on ComEd's receipt of both a signed agreement document and deposit payment. This estimate is considered to be accurate within 10% and is based on standard review and witness test estimates. However, actual project costs, which include corporate overhead and operating allocations, will be billed at the end of the project. If the project cost is less than the stated estimate, ComEd will refund the difference. If the project costs exceed the estimate, ComEd will invoice the balance due.

I appreciate the opportunity to be of assistance to you and should you have any questions, please call me at 630-437-2142.

Sincerely,



Kevin Hall
Project Manager – Industrial Customer Projects

cc: Ken Bowman, Project Management
Joseph Neubauer, Large Customer Services

ComEd Approval:


Project Management Manager

Date

10/2/09

Customer approval:

X

Date

PACKET: 01427 09/09 HOLD FOR BOARD APPR

VENDOR SET: 01 DUNAGE WATER COMMISSION

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

Accounts Payable

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-1239		DIVANE BROS. ELECTRIC CO.				

I-QRE4-005C		REPLACE EXISTING CONDUITS	9,602.26			
9/30/2009	IL	DUE: 9/10/2009 DISC: 9/10/2009		1099: N		
		REPLACE EXISTING CONDUITS		01 60-6560	REPAIRS & MAINT- BLDGS &	9,602.26

I-QRE4-008A		FLOOR OUTLETS FOR AV & PHONE	18,605.17			
9/30/2009	IL	DUE: 9/02/2009 DISC: 9/02/2009		1099: N		
		FLOOR OUTLETS FOR AV & PHONE		01 60-6633	REMOTE FACILITIES MAINTN	18,605.17
=== VENDOR TOTALS ===			28,207.43			
=====						
01-1101		HOLLAND & KNIGHT LLP				

I-2433635		LEGAL SERVICES: SEPT 2009	2,597.78			
9/30/2009	IL	DUE: 9/22/2009 DISC: 9/22/2009		1099: Y		
		LEGAL SERVICES: SEPT 2009		01 60-6251	LEGAL SERVICES- GENERAL	2,597.78
=== VENDOR TOTALS ===			2,597.78			
=== PACKET TOTALS ===			30,805.21			

PACKET: 01427 09/09 HOLD FOR BOARD APPR

VENDOR SET: 01 DURGE WATER COMMISSION

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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

INVOICE TOTALS	30,805.21
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	30,805.21
--------------	-----------

**** G/L ACCOUNT TOTALS ****

BANK	YEAR	ACCOUNT	NAME	AMOUNT	*****LINE ITEM*****		*****GROUP BUDGET*****	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2009-2010	01	-60-6251	LEGAL SERVICES- GENERAL	2,597.78	90,000	57,656.46		
	01	-60-6560	REPAIRS & MAINT- BLDGS &	9,602.26	410,840	379,528.08		
	01	-60-6633	REMOTE FACILITIES MAINTN	18,605.17	504,000	378,379.12		
			** 2009-2010 YEAR TOTALS	30,805.21				

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 8/01/2009 THRU 9/30/2009

Items Paid

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1212	A.M. BEST COMPANY, INC.							
I-2358043	2009 BEST KEY RATING GUIDE	R	8/28/2009	140.00		005754		140.00
				*** VENDOR TOTALS ***		1 CHECKS		140.00
1294	ACCUONTEMP							
I-24348791	ACCUONTEMP	R	9/24/2009	866.70		005870		866.70
				*** VENDOR TOTALS ***		1 CHECKS		866.70
1460	ACRES GROUP							
I-AEI_007421B	LANDSCAPING AT ROY43A	R	8/14/2009	3,325.00		005684		
I-AEI_0075044	LANDSCAP MAINT. : AUG 2009	R	8/14/2009	800.00		005684		4,125.00
1460	ACRES GROUP							
I-AEI_0075341	LANDSCAPE MAINTENANCE	R	8/28/2009	3,700.00		005755		3,700.00
1460	ACRES GROUP							
I-AEI_0075990	LANDSCAPE MAINT: SEP 2009	R	9/11/2009	3,075.00		005811		
I-AEI_0076393	LANDSCAPE MAINT: SEPT 2009	R	9/11/2009	800.00		005811		3,875.00
1460	ACRES GROUP							
I-AEI_0073331	LANDSCAPE MAINTENANCE SEP 09	R	9/24/2009	3,075.00		005871		3,075.00
				*** VENDOR TOTALS ***		4 CHECKS		14,775.00
1169	ADT SECURITY SERVICES INC.							
I-00043534	FIRE ALARM SYSTEM OCT-DEC 09	R	9/24/2009	118.10		005872		118.10
				*** VENDOR TOTALS ***		1 CHECKS		118.10
1643	ADVANCED VAPOR TECHNOLOGIES							
I-68401	MAINTENANCE SUPPLIES	R	8/28/2009	306.29		005756		306.29
				*** VENDOR TOTALS ***		1 CHECKS		306.29
1663	AECOM							
I-60043583-07	FACILITIES - 75TH & WASHINGTON	R	8/28/2009	3,151.36		005757		
I-60092726-06	DUPAGE COUNTY - GLEN ELLYN	R	8/28/2009	2,518.24		005757		
I-60096728-02	LARAMIE AVENUE VIADUCT	R	8/28/2009	2,132.32		005757		7,801.92
1663	AECOM							
I-60096730-03	HYDRAULIC ANALYSIS 07/04-07/31	R	9/11/2009	1,369.06		005812		1,369.06
1663	AECOM							
I-60103108-01	LARAMIE AVENUE VIADUCT	R	9/24/2009	2,253.70		005873		2,253.70
				*** VENDOR TOTALS ***		3 CHECKS		11,424.68

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 8/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1291	ALEXANDER CHEMICAL CORPORATION							
I-0419877	SODIUM HYPOCHLORITE	R	8/14/2009	1,847.06		005685		1,847.06
1291	ALEXANDER CHEMICAL CORPORATION							
I-0421480	SODIUM HYPOCHLORITE	R	9/24/2009	1,923.50		005874		1,923.50
	*** VENDOR TOTALS ***					2 CHECKS		3,770.56
1566	ALLIANCE FOR WATER EFFICIENCY							
I-632	ANNUAL MEMBERSHIP DUES	R	8/14/2009	2,250.00		005686		2,250.00
	*** VENDOR TOTALS ***					1 CHECKS		2,250.00
1459	ALPHA BUILDING MAINTENANCE SER							
I-9807DWC	JANITORIAL SUPPLIES: AUG 2009	R	8/14/2009	1,484.00		005687		1,484.00
1459	ALPHA BUILDING MAINTENANCE SER							
I-9914 DWC	JANITORIAL SERVICE: SEP 2009	R	9/11/2009	1,484.00		005813		1,484.00
	*** VENDOR TOTALS ***					2 CHECKS		2,968.00
1088	AMERICAN WATER WORKS ASSOCIATI							
I-200908262288	MEMBERSHIP-MARTIN SEP09-AUG10	R	8/28/2009	327.00		005758		327.00
	*** VENDOR TOTALS ***					1 CHECKS		327.00
1516	ARAMARK REFRESHMENT SERVICES							
I-523114	OFFICE SUPPLIES	R	8/14/2009	346.03		005688		346.03
1516	ARAMARK REFRESHMENT SERVICES							
I-523394	OFFICE SUPPLIES	R	9/11/2009	88.97		005814		88.97
	*** VENDOR TOTALS ***					2 CHECKS		435.00
1397	AT&T							
I-200908132282	DPPS PHONE SERVICE	R	8/14/2009	22.43		005689		22.43
1397	AT&T							
I-200908272301	DPPS PHONE SERVICE 07/17-08/16	R	8/28/2009	899.37		005759		899.37
1397	AT&T							
I-200909032312	DPPS PHONE SERVICE	R	9/11/2009	493.31		005815		493.31
1397	AT&T							
I-630894072509	DPPS PHONE SVC AUG 5 TO SEP 4	R	9/24/2009	27.43		005875		27.43
	*** VENDOR TOTALS ***					4 CHECKS		1,442.54
1393	AT&T LONG DISTANCE							
I-200908132281	DPPS LONG DISTANCE SERV: 06/09	R	8/14/2009	110.28		005690		110.28

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 8/01/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1393	AT&T LONG DISTANCE							
I-200909112320	DFPS LONG DISTANCE SERV: JUL09	R	9/11/2009	146.68		005816		146.68
	*** VENDOR TOTALS ***					2 CHECKS		256.96
1502	AUTHORIZED EXTERIOR, INC.							
I-6311	METER STATION MAINTENANCE	R	8/14/2009	225.00		005691		225.00
	*** VENDOR TOTALS ***					1 CHECKS		225.00
1015	AUTOZONE, INC.							
I-2566951580	BUSSMANN BHK FUSE HOLDER	R	9/24/2009	2.99		005876		2.99
	*** VENDOR TOTALS ***					1 CHECKS		2.99
1585	BLACK BOX CORPORATION							
I-254803	FIBER OPTIC JUMBER, MULTIMODE	R	9/24/2009	245.15		005877		245.15
	*** VENDOR TOTALS ***					1 CHECKS		245.15
1308	BLACKOUT SEALCOATING, INC.							
I-09-10481	SEALCOAT PARKING LOT	R	8/28/2009	605.00		005760		605.00
1308	BLACKOUT SEALCOATING, INC.							
I-09-10480	SEALCOAT PARKING LOT	R	9/11/2009	765.00		005817		
I-09-10482	SEALCOAT PARKING LOT	R	9/11/2009	640.00		005817		
I-09-10483	SEALCOAT PARKING LOT	R	9/11/2009	405.00		005817		1,810.00
	*** VENDOR TOTALS ***					2 CHECKS		2,415.00
1000	BLUE CROSS/BLUE SHIELD OF ILLI							
I-200908262291	BLUE CROSS/BLUE SHIELD OF ILLI	R	8/28/2009	44,972.33		005761		44,972.33
1000	BLUE CROSS/BLUE SHIELD OF ILLI							
I-200909242336	HEALTH INS:OCTOBER 2009	R	9/24/2009	44,972.33		005878		44,972.33
	*** VENDOR TOTALS ***					2 CHECKS		89,944.66
1649	BLUE DOT SOLUTIONS							
I-9902	BATTERY CHARGER	R	9/11/2009	270.86		005818		270.86
	*** VENDOR TOTALS ***					1 CHECKS		270.86
1461	BUSINESS CARD							
I-200908262287	RICHTER - AUG 2009	R	8/28/2009	39.50		005762		
I-200908262289	MARTIN - AUG 2009	R	8/28/2009	3,377.98		005762		
I-200908262293	MCGHEE - AUG 2009	R	8/28/2009	376.20		005762		3,793.68
1461	BUSINESS CARD							
I-200909242330	MCGHEE - SEPTEMBER 09	R	9/24/2009	150.00		005879		
I-200909242331	MARTIN - SEPTEMBER 09	R	9/24/2009	962.44		005879		1,112.44
	*** VENDOR TOTALS ***					2 CHECKS		4,906.12

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1049	CAMP DRESSER & MCKEE INC.							
I-80313811/53	ELECTRICAL GENERATION	R	8/14/2009	251,150.26		005692		
I-80318478/5	ELECTRICAL GENERATION	R	8/14/2009	239,186.55		005692		510,336.81
	*** VENDOR TOTALS ***					1 CHECKS		510,336.81
1682	MARCOS CASTANEDA							
I-200908272303	BOOK- WATERWORKS OPER CLASS	R	8/28/2009	86.85		005763		86.85
	*** VENDOR TOTALS ***					1 CHECKS		86.85
1023	CDW GOVERNMENT, INC.							
I-PSL6109	MS SLD WIN SERV ENT 2008	R	8/14/2009	1,467.84		005693		
I-PTR4263	PANASONIC SEMI-TOUGH	R	8/14/2009	5,722.99		005693		7,190.83
	*** VENDOR TOTALS ***					1 CHECKS		7,190.83
1134	CITY OF CHICAGO DEPARTMENT OF							
I-200908042275	LEK STA. REPAIRS & MAINTENANCE	R	8/14/2009	8,852.57		005694		8,852.57
1134	CITY OF CHICAGO DEPARTMENT OF							
I-200908042276	LEK. PUMP STATION LABOR: 0709	R	8/14/2009	40,294.00		005695		40,294.00
1134	CITY OF CHICAGO DEPARTMENT OF							
I-200908042277	Lexington Electric 05/31-06/29	R	8/14/2009	123,496.98		005696		123,496.98
1134	CITY OF CHICAGO DEPARTMENT OF							
I-200908272302	LEK. PUMP STATION LABOR: 07/09	R	8/28/2009	38,611.03		005764		38,611.03
1134	CITY OF CHICAGO DEPARTMENT OF							
I-200909102318	LEXINGTON ELECTRIC 06/29-08/02	R	9/11/2009	160,901.75		005819		160,901.75
	*** VENDOR TOTALS ***					5 CHECKS		372,156.33
1135	CITY OF CHICAGO SUPERINTENDENT							
I-200908062279	WATER BILLING : JULY 2009	R	8/14/2009	5,224,324.05		005697		5,224,324.05
1135	CITY OF CHICAGO SUPERINTENDENT							
I-200909032313	WATER BILLING: AUG 2009	R	9/11/2009	5,293,045.95		005820		5,293,045.95
	*** VENDOR TOTALS ***					2 CHECKS		10,517,370.00
1179	CHICAGO TRIBUNE							
I-796661001	LEGAL NOTICE	R	8/14/2009	330.80		005698		
I-796661002	LEGAL NOTICE	R	8/14/2009	927.20		005698		
I-796661003	LEGAL NOTICE	R	8/14/2009	117.60		005698		1,375.60
1179	CHICAGO TRIBUNE							
I-200909112319	ADVERTISEMENT	R	9/11/2009	6,748.40		005821		6,748.40
	*** VENDOR TOTALS ***					2 CHECKS		8,124.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1091	CINTAS FIRST AID & SAFETY							
I-0343591743	FIRST AID SUPPLIES	R	9/24/2009	79.88		005880		79.88
	*** VENDOR TOTALS ***					1 CHECKS		79.88
1377	CLC LUBRICANTS CO.							
I-30497	PUMP OIL, DRUM DEPOSITS	R	8/28/2009	1,750.22		005765		1,750.22
	*** VENDOR TOTALS ***					1 CHECKS		1,750.22
1640	CLS GROUP, INC.							
I-13777	DOCUMENT MANAGEMENT	R	8/14/2009	1,120.00		005699		1,120.00
	*** VENDOR TOTALS ***					1 CHECKS		1,120.00
1433	COM ED							
I-200909142321	IMPROV. TO EMER. GEN. FACILITY	R	9/14/2009	477,000.00		005866		477,000.00
	*** VENDOR TOTALS ***					1 CHECKS		477,000.00
1398	COMCAST							
I-200908272304	INTERNET SERVICE: 08/27 -09/26	R	8/28/2009	99.95		005766		99.95
	*** VENDOR TOTALS ***					1 CHECKS		99.95
1009	COMED							
I-200909212327	METER STATION ELECTRIC SERVICE	R	9/24/2009	8,405.65		005801		8,405.65
	*** VENDOR TOTALS ***					1 CHECKS		8,405.65
1569	EDWARD COUGHLIN							
I-200908262292	SECURITY - 08/20/09	R	8/28/2009	75.00		005767		75.00
1569	EDWARD COUGHLIN							
I-200909212324	SECURITY 09/02 & 09/10	R	9/24/2009	162.50		005882		162.50
	*** VENDOR TOTALS ***					2 CHECKS		237.50
1025	DANKA OFFICE IMAGING							
I-706629415	COPIER USAGE:	R	8/28/2009	1,072.58		005768		1,072.58
	*** VENDOR TOTALS ***					1 CHECKS		1,072.58
1333	DATA FLOW							
I-53200	OFFICE SUPPLIES	R	9/24/2009	42.30		005883		42.30
	*** VENDOR TOTALS ***					1 CHECKS		42.30
1500	DIRECTIONS TRAINING CENTER							
I-2633694	TRAINING- WEED, CROWLEY	R	8/28/2009	650.00		005769		650.00
	*** VENDOR TOTALS ***					1 CHECKS		650.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1239	DIVANE BROS. ELECTRIC CO.							
I-PSC-5/08	PHOTOVOLTAIC SYS. AT LEXINGTON	R	8/27/2009	799,600.00		005752		799,600.00
1239	DIVANE BROS. ELECTRIC CO.							
I-QRE4/004A	RELOCATE LIGHT FIXTURE-PUMP RM	R	9/24/2009	5,264.16		005868		5,264.16
	*** VENDOR TOTALS ***					2 CHECKS		804,864.16
1295	DLT SOLUTIONS INC.							
I-3314849A	AUTOCAD SUBSCRIPTION RENEWAL	R	8/28/2009	565.27		005770		565.27
	*** VENDOR TOTALS ***					1 CHECKS		565.27
1149	DOVALCO, INC.							
I-20644	KEY NEEDED/ SEAT REMOVAL TOOL	R	9/24/2009	240.85		005884		240.85
	*** VENDOR TOTALS ***					1 CHECKS		240.85
1513	DUKES OIL SERVICE, INC.							
I-61548	WASTE OIL DISPOSAL	R	8/28/2009	50.00		005771		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
1444	EASTLAND INDUSTRIES, INC.							
I-42823	REPAIR HP MOTOR AND PAINT	R	8/28/2009	525.52		005772		525.52
	*** VENDOR TOTALS ***					1 CHECKS		525.52
1674	ECO PROMOTIONAL PRODUCTS, INC							
I-10126	BUMPER STICKER SAMPLES	R	8/14/2009	356.25		005700		356.25
1674	ECO PROMOTIONAL PRODUCTS, INC							
I-10104	RECYCLED GAUGE/LEAK DET TABLET	R	9/24/2009	1,127.60		005885		
I-10151	RECYCLED MAIN GAUGE/MAGNET	R	9/24/2009	739.84		005885		
I-10166	RECYCLED GAUGE/MAGNET	R	9/24/2009	512.04		005885		2,379.48
	*** VENDOR TOTALS ***					2 CHECKS		2,735.73
1654	ELECSYS CORPORATION							
I-80513	DEFAULT CP GROUP MESSAGES	R	8/14/2009	83.25		005701		83.25
1654	ELECSYS CORPORATION							
I-81204	DEFAULT CP GROUP MESSAGES	R	9/11/2009	66.00		005822		66.00
	*** VENDOR TOTALS ***					2 CHECKS		149.25
1686	ELECTRICAL SYSTEMS, INC							
I-8565	VALVE ACTUATOR REPLACEMENT	R	9/21/2009	77,076.00		005867		77,076.00
	*** VENDOR TOTALS ***					1 CHECKS		77,076.00

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1233	ELMHURST MEMORIAL HOSPITAL							
I-52978	EMPLOYEE TESTING	R	8/14/2009	70.00		005702		70.00
			*** VENDOR TOTALS ***			1 CHECKS		70.00
1097	ELMHURST PLAZA STANDARD INC.							
I-10053	GASOLINE	R	8/14/2009	40.93		005703		
I-10628	GASOLINE	R	8/14/2009	35.56		005703		
I-10663	GASOLINE	R	8/14/2009	55.80		005703		
I-10825	GASOLINE	R	8/14/2009	32.26		005703		
I-11590	GASOLINE	R	8/14/2009	88.01		005703		
I-11607	GASOLINE	R	8/14/2009	14.00		005703		
I-11864	GASOLINE	R	8/14/2009	81.00		005703		
I-12439	GASOLINE	R	8/14/2009	31.45		005703		
I-12564	GASOLINE	R	8/14/2009	44.65		005703		
I-12613	GASOLINE	R	8/14/2009	64.99		005703		
I-14285	GASOLINE	R	8/14/2009	42.18		005703		
I-14893	GASOLINE	R	8/14/2009	79.69		005703		
I-15611	GASOLINE	R	8/14/2009	36.57		005703		
I-16152	GASOLINE	R	8/14/2009	87.00		005703		
I-16157-A	GASOLINE	R	8/14/2009	24.42		005703		
I-16262	GASOLINE	R	8/14/2009	41.84		005703		
I-16343	GASOLINE	R	8/14/2009	45.00		005703		
I-16877	GASOLINE	R	8/14/2009	24.49		005703		
I-17158	GASOLINE	R	8/14/2009	25.50		005703		
I-17193	GASOLINE	R	8/14/2009	49.64		005703		
I-18169	GASOLINE	R	8/14/2009	52.08		005703		
I-18508	GASOLINE	R	8/14/2009	36.28		005703		
I-18621	GASOLINE	R	8/14/2009	43.25		005703		
I-19281	GASOLINE	R	8/14/2009	65.00		005703		
I-19334	GASOLINE	R	8/14/2009	36.20		005703		
I-19335	GASOLINE	R	8/14/2009	30.36		005703		
I-19683	GASOLINE	R	8/14/2009	53.73		005703		
I-19733	GASOLINE	R	8/14/2009	49.19		005703		
I-32582	VEHICLE MAINTENANCE	R	8/14/2009	144.90		005703		
I-32610	VEHICLE MAINTENANCE	R	8/14/2009	39.50		005703		1,495.47
1097	ELMHURST PLAZA STANDARD INC.							
I-10030	GASOLINE	R	8/28/2009	36.91		005773		
I-10052	GASOLINE	R	8/28/2009	58.00		005773		
I-10234	GASOLINE	R	8/28/2009	62.75		005773		
I-10261	GASOLINE	R	8/28/2009	94.00		005773		
I-10676	GASOLINE	R	8/28/2009	65.10		005773		
I-10791	GASOLINE	R	8/28/2009	38.11		005773		
I-11913	GASOLINE	R	8/28/2009	33.39		005773		
I-12131	GASOLINE	R	8/28/2009	28.00		005773		
I-12179	GASOLINE	R	8/28/2009	68.26		005773		
I-12519	GASOLINE	R	8/28/2009	65.76		005773		
I-12717A	GASOLINE	R	8/28/2009	45.99		005773		

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
I-13366	GASOLINE	R	8/28/2009	54.00		005773		
I-13484	GASOLINE	R	8/28/2009	81.76		005773		
I-13642	GASOLINE	R	8/28/2009	45.89		005773		
I-13644	GASOLINE	R	8/28/2009	63.45		005773		
I-13895	GASOLINE	R	8/28/2009	33.47		005773		
I-13902A	GASOLINE	R	8/28/2009	65.00		005773		
I-13971	GASOLINE	R	8/28/2009	41.15		005773		
I-14168	GASOLINE	R	8/28/2009	81.96		005773		
I-14175	GASOLINE	R	8/28/2009	45.80		005773		
I-14592A	GASOLINE	R	8/28/2009	91.53		005773		
I-14847	GASOLINE	R	8/28/2009	49.99		005773		
I-18502	GASOLINE	R	8/28/2009	32.96		005773		
I-16553	GASOLINE	R	8/28/2009	38.83		005773		
I-17220	GASOLINE	R	8/28/2009	32.74		005773		
I-17271	GASOLINE	R	8/28/2009	42.70		005773		
I-17362	GASOLINE	R	8/28/2009	70.00		005773		
I-17835	GASOLINE	R	8/28/2009	33.80		005773		
I-17922	GASOLINE	R	8/28/2009	82.00		005773		
I-17930	GASOLINE	R	8/28/2009	44.50		005773		
I-18119	GASOLINE	R	8/28/2009	29.40		005773		
I-18155	GASOLINE	R	8/28/2009	59.42		005773		
I-18798	GASOLINE	R	8/28/2009	59.99		005773		
I-19309	GASOLINE	R	8/28/2009	75.39		005773		
I-19351	GASOLINE	R	8/28/2009	87.75		005773		
I-19354	GASOLINE	R	8/28/2009	53.14		005773		
I-19508	GASOLINE	R	8/28/2009	94.00		005773		
I-19982	GASOLINE	R	8/28/2009	49.73		005773		
I-32722	VEHICLE MAINTENANCE	R	8/28/2009	325.50		005773		2,459.14
1097	ELMHURST PLAZA STANDARD INC.							
I-12701A	GASOLINE	R	9/11/2009	33.94		005823		
I-13595	GASOLINE	R	9/11/2009	33.28		005823		
I-13908	GASOLINE	R	9/11/2009	14.88		005823		
I-14050	GASOLINE	R	9/11/2009	55.60		005823		
I-14192	GASOLINE	R	9/11/2009	67.00		005823		
I-14202	GASOLINE	R	9/11/2009	26.07		005823		
I-14240	GASOLINE	R	9/11/2009	89.72		005823		
I-14664	GASOLINE	R	9/11/2009	42.70		005823		
I-14725	GASOLINE	R	9/11/2009	40.20		005823		
I-14938	GASOLINE	R	9/11/2009	24.82		005823		
I-14977	GASOLINE	R	9/11/2009	40.48		005823		
I-19356	GASOLINE	R	9/11/2009	35.29		005823		503.98

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1097	ELMHURST PLAZA STANDARD INC.							
I-11386A	GASOLINE	R	9/24/2009	39.60		005886		
I-11387	GASOLINE	R	9/24/2009	75.21		005886		
I-11438	GASOLINE	R	9/24/2009	39.62		005886		
I-11612	GASOLINE	R	9/24/2009	24.70		005886		
I-11896	GASOLINE	R	9/24/2009	40.25		005886		
I-11954	GASOLINE	R	9/24/2009	53.04		005886		
I-12182	GASOLINE	R	9/24/2009	86.00		005886		
I-12667A	GASOLINE	R	9/24/2009	88.17		005886		
I-12795	GASOLINE	R	9/24/2009	57.45		005886		
I-12798A	GASOLINE	R	9/24/2009	69.42		005886		
I-13082	GASOLINE	R	9/24/2009	27.59		005886		
I-13101	GASOLINE	R	9/24/2009	39.70		005886		
I-13130	GASOLINE	R	9/24/2009	32.52		005886		
I-13290	GASOLINE	R	9/24/2009	45.18		005886		
I-13333	GASOLINE	R	9/24/2009	26.50		005886		
I-14059	GASOLINE	R	9/24/2009	52.11		005886		
I-14733	GASOLINE	R	9/24/2009	68.99		005886		
I-14898	GASOLINE	R	9/24/2009	44.02		005886		
I-14944	GASOLINE	R	9/24/2009	69.00		005886		
I-15457	GASOLINE	R	9/24/2009	42.74		005886		
I-16207	GASOLINE	R	9/24/2009	26.04		005886		
I-16427	GASOLINE	R	9/24/2009	25.41		005886		
I-16591	GASOLINE	R	9/24/2009	43.82		005886		
I-16610	GASOLINE	R	9/24/2009	45.10		005886		
I-16671	GASOLINE	R	9/24/2009	66.24		005886		
I-16697	GASOLINE	R	9/24/2009	48.90		005886		
I-16720	GASOLINE	R	9/24/2009	43.63		005886		
I-17200	GASOLINE	R	9/24/2009	38.35		005886		
I-17760	GASOLINE	R	9/24/2009	30.67		005886		
I-17813A	GASOLINE	R	9/24/2009	46.15		005886		
I-17830	GASOLINE	R	9/24/2009	33.50		005886		
I-17840A	GASOLINE	R	9/24/2009	77.55		005886		
I-17857	GASOLINE	R	9/24/2009	56.00		005886		
I-17956	GASOLINE	R	9/24/2009	72.91		005886		
I-18395	GASOLINE	R	9/24/2009	76.00		005886		
I-18405	GASOLINE	R	9/24/2009	61.97		005886		
I-18445	GASOLINE	R	9/24/2009	67.78		005886		
I-18778	GASOLINE	R	9/24/2009	44.01		005886		
I-19051	GASOLINE	R	9/24/2009	23.98		005886		
I-19070	GASOLINE	R	9/24/2009	53.18		005886		
I-19119	GASOLINE	R	9/24/2009	67.01		005886		
I-19263	GASOLINE	R	9/24/2009	49.36		005886		
I-19328	GASOLINE	R	9/24/2009	40.00		005886		
I-19342	GASOLINE	R	9/24/2009	35.09		005886		
I-19586	GASOLINE	R	9/24/2009	45.44		005886		
I-19876	GASOLINE	R	9/24/2009	24.72		005886		2,264.62
*** VENDOR TOTALS ***						4 CHECKS		6,723.21

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1683	EMERSON NETWORK POWER							
I-MI3414099	MAINT. CONTRACT JUL 09 -JUN 10	R	8/28/2009	8,803.50		005775		8,803.50
				*** VENDOR TOTALS ***		1 CHECKS		8,803.50
1446	EN ENGINEERING, LLC							
I-24980	CRCUC REPRESENT	R	8/14/2009	950.80		005704		
I-24981	STATIC INT TST	R	8/14/2009	20,476.86		005704		
I-24993	IND. CORROSION ASSISTANCE	R	8/14/2009	7,257.69		005704		
I-24994	CP DESIGN S TR MAIN	R	8/14/2009	228.47		005704		
I-24995	ANNUAL TEST POINT SURVEY	R	8/14/2009	22,779.77		005704		51,693.59
1446	EN ENGINEERING, LLC							
I-24996	ANNUAL CLOSE INTERVAL SVY	R	9/11/2009	12,720.44		005824		
I-25164	CRCUC REPRESENT	R	9/11/2009	1,389.50		005824		
I-25165	STATIC INT TST	R	9/11/2009	865.31		005824		
I-25172	IND. CORROSION ASSISTANCE	R	9/11/2009	26,510.48		005824		
I-25173	ANNUAL TEST POINT SURVEY	R	9/11/2009	30,433.99		005824		
I-25174	ANNUAL CLOSE INTERVAL SVY	R	9/11/2009	1,488.15		005824		73,407.87
1446	EN ENGINEERING, LLC							
I-25174A	ANNUAL CLOSE INTERVAL SVY	R	9/24/2009	8,436.09		005888		
I-25296	IND CORROSION ASSISTANCE	R	9/24/2009	8,483.44		005888		
I-25298	ANNUAL TEST POINT SURVEY	R	9/24/2009	3,750.17		005888		
I-25299	ANNUAL CLOSE INTERVAL SVY	R	9/24/2009	13,907.37		005888		34,577.87
				*** VENDOR TOTALS ***		3 CHECKS		159,678.53
1159	ENVISION HEALTHCARE, INC.							
I-104082	ADMIN FEES AUG 2009	R	8/14/2009	126.00		005705		126.00
1159	ENVISION HEALTHCARE, INC.							
I-104642	ADMIN FEES : SEP 2009	R	9/11/2009	126.00		005825		126.00
				*** VENDOR TOTALS ***		2 CHECKS		252.00
1358	EUCLID MANAGERS							
I-200908262290	DENTAL INS: SEP/2009	R	8/28/2009	4,179.84		005776		4,179.84
1358	EUCLID MANAGERS							
I-200909242334	DENTAL INS: OCTOBER 09	R	9/24/2009	4,179.84		005889		4,179.84
				*** VENDOR TOTALS ***		2 CHECKS		8,359.68
1578	EXELON ENERGY INC.							
I-1559160	ELECTRIC SERVICE:07/01-08/02	R	8/14/2009	230,483.84		005706		230,483.84

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1578	EXELON ENERGY INC.							
I-1567523	DPPS ELECTRIC SERVICE:8/2-8/31	R	9/11/2009	217,798.19		005826		217,798.19
	*** VENDOR TOTALS ***					2 CHECKS		448,282.03
1065	FEDEX							
I-9-308-81480	OVERNIGHT MAIL	R	9/11/2009	1,178.21		005827		1,178.21
	*** VENDOR TOTALS ***					1 CHECKS		1,178.21
1684	MICHAEL FOUSHI							
I-200908272305	BOOK- WATER OPERATORS CLASS	R	8/28/2009	86.85		005777		86.85
	*** VENDOR TOTALS ***					1 CHECKS		86.85
1055	GRAINGER							
C-9050662262	MAINTENANCE SUPPLIES	R	8/14/2009	272.00CR		005707		
I-9042539255	MAINTENANCE SUPPLIES	R	8/14/2009	136.08		005707		
I-9043167221	PUMPING OPERATIONS	R	8/14/2009	38.40		005707		
I-9043167239	MAINTENANCE SUPPLIES	R	8/14/2009	30.78		005707		
I-9045597011	MAINTENANCE SUPPLIES	R	8/14/2009	544.16		005707		
I-9045638823	PIPELINE SUPPLIES	R	8/14/2009	242.12		005707		
I-9045638831	MAINTENANCE SUPPLIES	R	8/14/2009	10.04		005707		
I-9046862612	PIPELINE SUPPLIES	R	8/14/2009	138.57		005707		
I-9046862620	PIPELINE SUPPLIES	R	8/14/2009	24.44		005707		
I-9047942413	MAINTENANCE SUPPLIES	R	8/14/2009	272.00		005707		
I-9048360292	MAINTENANCE SUPPLIES	R	8/14/2009	32.00		005707		
I-9048360300	MAINTENANCE SUPPLIES	R	8/14/2009	281.30		005707		1,477.89
1055	GRAINGER							
I-9046570991	PUMPING OPERATIONS	R	8/28/2009	91.61		005778		
I-9046862638	MAINTENANCE SUPPLIES	R	8/28/2009	60.71		005778		
I-9054457735	MAINTENANCE SUPPLIES	R	8/28/2009	39.82		005778		
I-9059691437	MAINTENANCE SUPPLIES	R	8/28/2009	137.20		005778		329.34
1055	GRAINGER							
I-9069290931	MAINTENANCE SUPPLIES	R	9/11/2009	70.81		005828		70.81
1055	GRAINGER							
I-9072438428	20 AMP POWER STRIP	R	9/24/2009	156.24		005890		
I-9075042565	MAINTENANCE SUPPLIES	R	9/24/2009	115.92		005890		272.16
	*** VENDOR TOTALS ***					4 CHECKS		2,150.20
1399	GREELEY AND HANSEN							
I-289097	ELECTRICAL SAFETY REQUIREMENTS	R	8/28/2009	766.92		005779		
I-292599	LEX PS GENERATION FACILITIES	R	8/28/2009	23,261.78		005779		
I-292708	LEXINGTON PS VAR FREQ DRIVES	R	8/28/2009	1,153.28		005779		
I-292709	LEXINGTON PS PHOTOVOLTAIC CELL	R	8/28/2009	4,984.91		005779		
I-294253	ELECTRICAL SAFETY REQUIREMENTS	R	8/28/2009	2,013.13		005779		
I-294459	LEXINGTON PS VAR FREQ DRIVES	R	8/28/2009	3,218.31		005779		35,398.33

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1399	GREELEY AND HANSEN							
I-294458	LEX PS GENERATION FACILITIES	R	9/11/2009	250,914.25		005829		
I-294460	LEXINGTON PS PHOTOVOLTAIC CELL	R	9/11/2009	68,082.59		005829		318,996.84
	*** VENDOR TOTALS ***					2 CHECKS		354,395.17
1058	HACH COMPANY							
I-6361389	WATER TESTING SUPPLIES	R	8/28/2009	127.52		005780		
I-6365522	WATER TESTING SUPPLIES	R	8/28/2009	74.38		005780		201.90
	*** VENDOR TOTALS ***					1 CHECKS		201.90
1681	HARTWELL FAN, INC							
I-30097	12" AUTO SHUTTER STD	R	8/28/2009	430.43		005781		430.43
	*** VENDOR TOTALS ***					1 CHECKS		430.43
1197	HD SUPPLY WATERWORKS, LTD.							
I-9396193	METER TESTING SUPPLIES	R	9/24/2009	119,123.00		005891		119,123.00
	*** VENDOR TOTALS ***					1 CHECKS		119,123.00
1183	HEWLETT-PACKARD COMPANY							
I-46173531	HPM US SERVER	R	8/28/2009	8,393.00		005782		8,393.00
	*** VENDOR TOTALS ***					1 CHECKS		8,393.00
1603	HILL MECHANICAL CORP.							
I-55806	DEDICATED COLLING SYSTEM	R	8/21/2009	9,507.40		005749		9,507.40
	*** VENDOR TOTALS ***					1 CHECKS		9,507.40
1101	HOLLAND & KNIGHT LLP							
I-2412521	LEGAL SERVICES: JUNE 2009	R	8/14/2009	2,158.50		005708		2,158.50
1101	HOLLAND & KNIGHT LLP							
I-2422951	LEGAL SERVICES: JULY 2009	R	9/11/2009	4,000.70		005830		4,000.70
	*** VENDOR TOTALS ***					2 CHECKS		6,159.20
1050	HOME DEPOT CREDIT SERVICES							
C-323913	MAINTENANCE SUPPLIES	R	8/14/2009	33.92CR		005709		
I-0020619	METER STATION MAINTENANCE	R	8/14/2009	148.52		005709		
I-0143359	MAINTENANCE SUPPLIES	R	8/14/2009	226.36		005709		
I-1024107	MAINTENANCE SUPPLIES	R	8/14/2009	32.45		005709		
I-133045	MAINTENANCE SUPPLIES	R	8/14/2009	88.00		005709		
I-146533	MAINTENANCE SUPPLIES	R	8/14/2009	23.07		005709		
I-2045136	MAINTENANCE SUPPLIES	R	8/14/2009	42.97		005709		
I-20523	METER STATION MAINTENANCE	R	8/14/2009	48.59		005709		
I-2086409	METER STATION MAINTENANCE	R	8/14/2009	2.14		005709		
I-23392	MAINTENANCE SUPPLIES	R	8/14/2009	17.00		005709		
I-3023483	MAINTENANCE SUPPLIES	R	8/14/2009	219.70		005709		
I-3023641	MAINTENANCE SUPPLIES	R	8/14/2009	62.31		005709		
I-4043445	PIPELINE SUPPLIES	R	8/14/2009	31.13		005709		
I-4043984	METER STATION MAINTENANCE	R	8/14/2009	67.91		005709		

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I-6025324	MAINTENANCE SUPPLIES	R	8/14/2009	23.41		005709		
I-7025054	MAINTENANCE SUPPLIES	R	8/14/2009	35.82		005709		
I-7595264	MAINTENANCE SUPPLIES	R	8/14/2009	9.87		005709		
I-8021313	MAINTENANCE SUPPLIES	R	8/14/2009	209.00		005709		
I-9023418	MAINTENANCE SUPPLIES	R	8/14/2009	10.74		005709		1,265.07
1050	HOME DEPOT CREDIT SERVICES							
C-2173655	METER STATION MAINTENANCE	R	9/11/2009	173.45CR		005831		
C-7170683	MAINTENANCE SUPPLIES	R	9/11/2009	49.26CR		005831		
C-9170512	MAINTENANCE SUPPLIES	R	9/11/2009	10.58CR		005831		
C-9325512	MAINTENANCE SUPPLIES	R	9/11/2009	63.48CR		005831		
I-0025655	MAINTENANCE SUPPLIES	R	9/11/2009	162.75		005831		
I-1021832	MAINTENANCE SUPPLIES	R	9/11/2009	12.45		005831		
I-1085894	METER STATION MAINTENANCE	R	9/11/2009	101.83		005831		
I-2012944	MAINTENANCE SUPPLIES	R	9/11/2009	209.00		005831		
I-2012945	MAINTENANCE SUPPLIES	R	9/11/2009	85.78		005831		
I-2021298	METER STATION MAINTENANCE	R	9/11/2009	197.35		005831		
I-3040032	METER STATION MAINTENANCE	R	9/11/2009	407.37		005831		
I-3134439	METER STATION MAINTENANCE	R	9/11/2009	29.94		005831		
I-4040446	MAINTENANCE SUPPLIES	R	9/11/2009	26.51		005831		
I-5020617	MAINTENANCE SUPPLIES	R	9/11/2009	57.49		005831		
I-6020409	MAINTENANCE SUPPLIES	R	9/11/2009	29.73		005831		
I-6084789	METER STATION MAINTENANCE	R	9/11/2009	21.92		005831		
I-7020061	MAINTENANCE SUPPLIES	R	9/11/2009	82.51		005831		
I-7020315	MAINTENANCE SUPPLIES	R	9/11/2009	37.93		005831		
I-7055375	MAINTENANCE SUPPLIES	R	9/11/2009	49.26		005831		
I-7170685	MAINTENANCE SUPPLIES	R	9/11/2009	45.51		005831		
I-8011158	MAINTENANCE SUPPLIES	R	9/11/2009	209.00		005831		
I-8023452	METER STATION MAINTENANCE	R	9/11/2009	19.89		005831		
I-8582191	MAINTENANCE SUPPLIES	R	9/11/2009	23.42		005831		
I-9024462	METER STATION MAINTENANCE	R	9/11/2009	13.92		005831		
I-9024725	MAINTENANCE SUPPLIES	R	9/11/2009	310.06		005831		
I-9040238	MAINTENANCE SUPPLIES	R	9/11/2009	101.59		005831		
I-9132583	MAINTENANCE SUPPLIES	R	9/11/2009	239.83		005831		
I-9282683	MAINTENANCE SUPPLIES	R	9/11/2009	56.96		005831		2,245.23
			*** VENDOR TOTALS ***			2 CHECKS		3,510.30
1607	HOUSE OF GLASS							
I-17666	CLEAR MIRROR W/ CHROME SIDES	R	9/11/2009	582.12		005832		582.12
			*** VENDOR TOTALS ***			1 CHECKS		582.12
1425	HR PLUS							
I-4093759	BACKGROUND CHECKS	R	8/14/2009	279.52		005710		279.52

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1425	HR PLUS							
I-4119139	BACKGROUND CHECKS	R	8/28/2009	264.24		005783		264.24
1425	HR PLUS							
I-4146145	BACKGROUND CHECKS	R	9/24/2009	944.33		005892		944.33
	*** VENDOR TOTALS ***					3 CHECKS		1,488.09
1057	HSQ TECHNOLOGY							
I-06-1658/9585	LOGIC PROCESSORS	R	8/14/2009	1,707.42		005711		1,707.42
1057	HSQ TECHNOLOGY							
I-06-1679-9696	SCADA / INSTRUMENTATION	R	9/11/2009	1,211.57		005833		1,211.57
	*** VENDOR TOTALS ***					2 CHECKS		2,918.99
1225	IRON OFFICE SOLUTIONS							
I-5011981828	COPIER USAGE:06/24/09-07/21/09	R	8/14/2009	340.91		005712		340.91
1225	IRON OFFICE SOLUTIONS							
I-5012226160	COPIER USAGE : 07/25/-08/24/09	R	9/11/2009	439.11		005834		439.11
	*** VENDOR TOTALS ***					2 CHECKS		760.02
1082	ILLINOIS PAPER & COPIER CO.							
I-530112-000	OFFICE SUPPLIES	R	9/11/2009	231.60		005835		231.60
	*** VENDOR TOTALS ***					1 CHECKS		231.60
1053	ILLINOIS PUBLIC RISK FUND							
I-200908272297	WORKERS COMPENSATION	R	8/28/2009	8,785.00		005784		8,785.00
1053	ILLINOIS PUBLIC RISK FUND							
I-200909242335	WORKERS COMPENSATION INSURANCE	R	9/24/2009	8,786.00		005893		8,786.00
	*** VENDOR TOTALS ***					2 CHECKS		17,571.00
1063	ILLINOIS SECTION ANWA							
I-5195	ANNUAL WATER INFRASTRUCTURE	R	8/28/2009	50.00		005785		50.00
1063	ILLINOIS SECTION ANWA							
I-5284	BASIC WATER QUALITY-R.CARDENAS	R	9/11/2009	50.00		005836		50.00
	*** VENDOR TOTALS ***					2 CHECKS		100.00
1443	ILLINOIS STATE POLICE - BUREAU							
I-200908272296	SECURITY BACKGROUND CHECKS	R	8/28/2009	500.00		005786		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00

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1675	INDUSTRIAL CORK CO., INC.							
I-29769-IN	MAINTENANCE SUPPLIES	R	8/14/2009	322.00		005713		322.00
1675	INDUSTRIAL CORK CO., INC.							
I-30017-IN	MAINTENANCE SUPPLIES	R	9/11/2009	2,354.40		005837		2,354.40
	*** VENDOR TOTALS ***					2 CHECKS		2,676.40
1496	INFOR GLOBAL SOLUTIONS, INC.							
I-40969-00D1	INFOR GLOBAL SOLUTIONS, INC.	R	9/11/2009	1,100.82		005838		1,100.82
	*** VENDOR TOTALS ***					1 CHECKS		1,100.82
1152	INSIGHT PUBLIC SECTOR							
I-1100101585	RECOVERY SERVER	R	8/14/2009	3,163.84		005714		
I-1100101586	PRINTER	R	8/14/2009	990.14		005714		
I-1100101587	RAM MEMORY	R	8/14/2009	351.00		005714		4,504.98
1152	INSIGHT PUBLIC SECTOR							
C-1100102572	ACCY TRAY LASERJET-P3005	R	9/24/2009	149.89CR		005894		
I-1100108200	RAM 1GB/DDR2 SDRAM	R	9/24/2009	347.04		005894		197.15
	*** VENDOR TOTALS ***					2 CHECKS		4,702.13
1104	ITG SOLUTIONS, INC.							
I-91920	PROGRAMMING OF SERVICE GATE	R	8/14/2009	118.00		005715		118.00
1104	ITG SOLUTIONS, INC.							
I-92535	CHECKED CHILLER/BOILER PROGRAM	R	9/24/2009	140.00		005895		140.00
	*** VENDOR TOTALS ***					2 CHECKS		258.00
1580	J&A SALES, INC.							
I-906404	METER STATION MAINTENANCE	R	9/24/2009	216.77		005896		216.77
	*** VENDOR TOTALS ***					1 CHECKS		216.77
1391	J. J. KELLER & ASSOCIATES, INC							
I-7945664	SUBSCRIPTION RENEWAL	R	8/14/2009	922.76		005716		922.76
	*** VENDOR TOTALS ***					1 CHECKS		922.76
1616	JJ HENDERSON & SON							
I-PSC-4/08	PSC-4/08 PARTIAL PAYMENT #3	R	8/25/2009	87,648.77		005750		87,648.77
	*** VENDOR TOTALS ***					1 CHECKS		87,648.77
1032	JULIE, INC.							
I-07-09-0443	UTILITY LOCATES	R	8/14/2009	6,162.50		005717		6,162.50

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1032	JULIE, INC.							
I-08090444	UTILITY LOCATES	R	9/24/2009	5,481.25		005897		5,481.25
				*** VENDOR TOTALS ***		2 CHECKS		11,643.75
1196	KARA COMPANY, INC.							
I-252764	VERIZON DATA LINE GPS DATA	R	8/14/2009	60.70		005718		
I-253745	VERIZON DATA LINE GPS DATA	R	8/14/2009	61.61		005718		122.31
1196	KARA COMPANY, INC.							
I-254594	203 BLUE MARKING PAINT	R	8/26/2009	388.80		005787		388.80
1196	KARA COMPANY, INC.							
I-255013	VERIZON DATA LINE GPS DATA	R	9/11/2009	60.70		005839		60.70
				*** VENDOR TOTALS ***		3 CHECKS		571.81
1195	LESMAH INSTRUMENT COMPANY							
I-1/582300	PH ANALYZER	R	8/14/2009	368.74		005719		368.74
1195	LESMAH INSTRUMENT COMPANY							
I-1/582301	CABLE FOR PH ANALYZER	R	9/11/2009	15.00		005840		15.00
1195	LESMAH INSTRUMENT COMPANY							
I-1/582301A	SHIPPING CHGS FOR CONNECTOR	R	9/24/2009	9.40		005898		9.40
				*** VENDOR TOTALS ***		3 CHECKS		393.14
1618	LIFT WORKS, INC.							
I-98208	20' CONTAINER RENTAL	R	8/14/2009	75.00		005720		75.00
1618	LIFT WORKS, INC.							
I-100344	20' CONTAINER RENTAL	R	8/28/2009	75.00		005788		75.00
1618	LIFT WORKS, INC.							
I-102317	20' CONTAINER RENTAL	R	9/11/2009	75.00		005841		75.00
				*** VENDOR TOTALS ***		3 CHECKS		225.00
1608	MARTAM CONSTRUCTION, INC.							
I-QR8-015A	REPLACE MANHOLE FRAME	R	8/14/2009	6,189.68		005721		
I-QRI-009B	RESTORING DISTURBED AREAS	R	8/14/2009	4,886.89		005721		11,076.57
				*** VENDOR TOTALS ***		1 CHECKS		11,076.57
1054	MCMMASTER-CARR SUPPLY COMPANY							
I-34151108	MAINTENANCE SUPPLIES	R	8/14/2009	119.40		005722		119.40

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1054	MCMASTER-CARR SUPPLY COMPANY							
I-36186624	MAINTENANCE SUPPLIES	R	9/11/2009	23.48		005842		
I-36239809	MAINTENANCE SUPPLY	R	9/11/2009	23.48		005842		46.96
	*** VENDOR TOTALS ***					2 CHECKS		166.36
1069	MEL'S ACE HARDWARE							
I-410419/4	MAINTENANCE SUPPLIES	R	8/14/2009	0.62		005723		
I-410420/4	METER STATION MAINTENANCE	R	8/14/2009	4.49		005723		
I-410440/4	MAINTENANCE SUPPLIES	R	8/14/2009	10.73		005723		
I-410441/4	MAINTENANCE SUPPLIES	R	8/14/2009	11.37		005723		27.21
1069	MEL'S ACE HARDWARE							
I-410448/4	MAINTENANCE SUPPLIES	R	9/11/2009	30.10		005843		
I-410455/4	MAINTENANCE SUPPLIES	R	9/11/2009	53.09		005843		
I-410456/4	MAINTENANCE SUPPLIES	R	9/11/2009	11.23		005843		
I-410460/4	MAINTENANCE SUPPLIES	R	9/11/2009	0.21		005843		
I-410501/4	MAINTENANCE SUPPLIES	R	9/11/2009	49.43		005843		
I-410551/4	MAINTENANCE SUPPLIES	R	9/11/2009	23.19		005843		
I-410562/4	PIPELINE SUPPLIES	R	9/11/2009	6.82		005843		
I-410600/4	MAINTENANCE SUPPLIES	R	9/11/2009	34.13		005843		
I-410607/4	MAINTENANCE SUPPLIES	R	9/11/2009	63.31		005843		
I-410608/4	MAINTENANCE SUPPLIES	R	9/11/2009	10.79		005843		
I-410617/4	MAINTENANCE SUPPLIES	R	9/11/2009	43.85		005843		
I-410634/4	MAINTENANCE SUPPLIES	R	9/11/2009	60.50		005843		
I-410644/4	MAINTENANCE SUPPLIES	R	9/11/2009	20.32		005843		
I-410653/4	METER STATION MAINTENANCE	R	9/11/2009	31.44		005843		
I-410688/4	MAINTENANCE SUPPLIES	R	9/11/2009	23.48		005843		
I-410691/4	MAINTENANCE SUPPLIES	R	9/11/2009	15.63		005843		
I-410699/4	MAINTENANCE SUPPLIES	R	9/11/2009	6.96		005843		
I-410736/4	MAINTENANCE SUPPLIES	R	9/11/2009	5.74		005843		
I-410739/4	MAINTENANCE SUPPLIES	R	9/11/2009	15.28		005843		
I-410775/4	MAINTENANCE SUPPLIES	R	9/11/2009	16.45		005843		
I-410791/4	MAINTENANCE SUPPLIES	R	9/11/2009	44.49		005843		557.44
	*** VENDOR TOTALS ***					2 CHECKS		584.65
1051	MENARDS - HILLSIDE							
I-94452	MAINTENANCE SUPPLIES	R	8/14/2009	48.39		005724		
I-95671	MAINTENANCE SUPPLIES	R	8/14/2009	0.94		005724		
I-95939	MAINTENANCE SUPPLIES	R	8/14/2009	4.30		005724		53.63
1051	MENARDS - HILLSIDE							
I-132	MAINTENANCE SUPPLIES	R	9/11/2009	6.01		005844		
I-721	MAINTENANCE SUPPLIES	R	9/11/2009	19.76		005844		
I-724	MAINTENANCE SUPPLIES	R	9/11/2009	4.69		005844		
I-910	MAINTENANCE SUPPLIES	R	9/11/2009	1.19		005844		
I-97091	MAINTENANCE SUPPLIES	R	9/11/2009	26.97		005844		
I-97726	MAINTENANCE SUPPLIES	R	9/11/2009	18.19		005844		
I-98003	MAINTENANCE SUPPLIES	R	9/11/2009	12.92		005844		

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I-99038	MAINTENANCE SUPPLIES	R	9/11/2009	99.92		005844		
I-99168	MAINTENANCE SUPPLIES	R	9/11/2009	82.13		005844		271.78
			*** VENDOR TOTALS ***			2 CHECKS		325.41
1073	METTLER-TOLEDO, INC.							
I-15600019611	SEMI ANNUAL MS TANK SCALE CAL	R	9/24/2009	1,858.00		005899		1,858.00
			*** VENDOR TOTALS ***			1 CHECKS		1,858.00
1074	MICRO CENTER							
I-2044303	DLINK 5-PORT, QVS CAT6	R	8/14/2009	69.98		005725		69.98
1074	MICRO CENTER							
I-2055440	COMPUTER SUPPLIES	R	9/11/2009	79.98		005845		
I-2064383	COMPUTER SUPPLIES	R	9/11/2009	34.96		005845		114.94
			*** VENDOR TOTALS ***			2 CHECKS		184.92
1327	MICRO TRAIN							
I-80209	TRAINING COUPONS	R	9/24/2009	2,250.00		005900		
I-80210	TRAINING	R	9/24/2009	700.00		005900		2,950.00
			*** VENDOR TOTALS ***			1 CHECKS		2,950.00
1604	MWH AMERICAS, INC.							
I-1278632	WATER CONSERVATION	R	8/14/2009	9,048.57		005726		9,048.57
			*** VENDOR TOTALS ***			1 CHECKS		9,048.57
1678	MYOFFICE PRODUCTS							
I-OE-888972-1	OFFICE SUPPLIES	R	8/14/2009	14.74		005727		
I-OE-892851-1	OFFICE SUPPLIES	R	8/14/2009	599.16		005727		573.90
1678	MYOFFICE PRODUCTS							
I-OE-901754-1	OFFICE SUPPLIES	R	8/28/2009	75.81		005789		75.81
			*** VENDOR TOTALS ***			2 CHECKS		649.71
1207	NAFISCO, INC.							
I-92513	28" TRAFFIC CONES	R	8/28/2009	165.60		005790		165.60
			*** VENDOR TOTALS ***			1 CHECKS		165.60
1021	NAPERVILLE, CITY OF							
I-200908132283	METER STATION ELECTRIC	R	8/14/2009	37.47		005728		37.47
1021	NAPERVILLE, CITY OF							
I-200908272298	METER STATION ELECTRIC	R	8/28/2009	37.10		005791		
I-200908272306	METER STATION ELECTRIC	R	8/28/2009	37.28		005791		
I-200908272307	METER STATION ELECTRIC	R	8/28/2009	37.19		005791		
I-200908272308	METER STATION ELECTRIC	R	8/28/2009	55.14		005791		166.71

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1021	NAPERVILLE, CITY OF							
I-200909032314	METER STATION ELECTRIC	R	9/11/2009	37.57		005846		37.57
1021	NAPERVILLE, CITY OF							
I-200909212325	METER STATION ELECTRIC	R	9/24/2009	34.86		005901		
I-200909212326	METER STATION ELECTRIC	R	9/24/2009	37.10		005901		71.96
	*** VENDOR TOTALS ***					4 CHECKS		313.71
1203	NATIONAL SAFETY COUNCIL							
I-2032100	FLAGGER TRAINING: JOE PETERS	R	8/28/2009	95.00		005792		95.00
	*** VENDOR TOTALS ***					1 CHECKS		95.00
1108	MEENAH FOUNDRY COMPANY							
I-66154	MANHOLE FRAMES & LIDS	R	9/11/2009	7,565.92		005847		7,565.92
	*** VENDOR TOTALS ***					1 CHECKS		7,565.92
1373	NEUCO INC.							
I-569320	MAINTENANCE SUPPLIES	R	9/24/2009	118.71		005902		118.71
	*** VENDOR TOTALS ***					1 CHECKS		118.71
1110	NEWARK							
I-17686611	METER STATION MAINTENANCE	R	8/14/2009	77.83		005729		77.83
	*** VENDOR TOTALS ***					1 CHECKS		77.83
1020	NEXTEL COMMUNICATIONS							
I-648652511-090	CELL PHONE SERV: JUL 09- AUG 08	R	8/28/2009	1,926.29		005793		1,926.29
1020	NEXTEL COMMUNICATIONS							
I-648652511-091	CELL PHONE SERV 08-09 TO 09-08	R	9/24/2009	1,909.20		005903		1,909.20
	*** VENDOR TOTALS ***					2 CHECKS		3,835.49
1111	NICOR GAS							
I-200908042278	DPPS SERV: 04/02/09-06/01/09	R	8/14/2009	1,167.98		005730		
I-200908142285	DPPS SERV: 06/01/09 - 07/14/09	R	8/14/2009	1,601.48		005730		2,769.46
1111	NICOR GAS							
I-200909232328	DPPS SERVICE 07-17 TO 09-17-09	R	9/24/2009	599.79		005904		599.79
	*** VENDOR TOTALS ***					2 CHECKS		3,369.25
1260	NUGENT CONSULTING GROUP							
I-276	INSURANCE CONSULTING	R	8/28/2009	2,000.00		005794		2,000.00
	*** VENDOR TOTALS ***					1 CHECKS		2,000.00

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1395	OFFICE DEPOT							
I-481339114001	OFFICE SUPPLIES	R	8/14/2009	57.12		005731		57.12
1395	OFFICE DEPOT							
I-482416182001	OFFICE SUPPLIES	R	8/28/2009	123.97		005795		
I-482416247001	OFFICE SUPPLIES	R	8/28/2009	67.47		005795		
I-482547459001	OFFICE SUPPLIES	R	8/28/2009	47.94		005795		
I-483041603001	OFFICE SUPPLIES	R	8/28/2009	248.58		005795		
I-485114950001	OFFICE SUPPLIES	R	8/28/2009	92.89		005795		
I-485114993001	OFFICE SUPPLIES	R	8/28/2009	319.29		005795		
I-485115619001	OFFICE SUPPLIES	R	8/28/2009	162.54		005795		1,062.68
1395	OFFICE DEPOT							
I-486951316001	OFFICE SUPPLIES	R	9/11/2009	158.44		005848		
I-486952073001	OFFICE SUPPLIES	R	9/11/2009	175.04		005848		333.48
1395	OFFICE DEPOT							
I-488811246001	OFFICE SUPPLIES	R	9/24/2009	224.43		005905		224.43
*** VENDOR TOTALS ***						4 CHECKS		1,677.71
1584	OFFICE MAX INCORPORATED							
I-193423	OFFICE SUPPLIES	R	8/28/2009	51.93		005796		
I-260088	OFFICE SUPPLIES	R	8/28/2009	40.95		005796		92.88
1584	OFFICE MAX INCORPORATED							
I-596772	OFFICE SUPPLIES	R	9/11/2009	144.48		005849		
I-802081	OFFICE SUPPLIES	R	9/11/2009	162.26		005849		306.74
1584	OFFICE MAX INCORPORATED							
I-072646	SCIENCE CALCULATOR	R	9/24/2009	13.94		005906		
I-189294	OFFICE SUPPLIES	R	9/24/2009	62.95		005906		
I-865448	JACKET FILE FOLDER	R	9/24/2009	42.82		005906		
I-956724	AT A GLANCE CALENDAR	R	9/24/2009	24.94		005906		144.65
*** VENDOR TOTALS ***						3 CHECKS		544.27
1081	PATRICK ENGINEERING INC.							
I-20806.003-13	GIS SUPPORT	R	8/28/2009	1,149.00		005797		1,149.00
*** VENDOR TOTALS ***						1 CHECKS		1,149.00
1113	PATTEN INDUSTRIES, INC.							
I-200908272299	ENGINE GENERATOR UNITS	R	8/28/2009	2,955,539.20		005753		2,955,539.20
*** VENDOR TOTALS ***						1 CHECKS		2,955,539.20

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1321	PERSPECTIVES, LTD.							
I-65883	EMPLOYEE ASSISTANCE:	R	8/14/2009	273.00		005732		273.00
	*** VENDOR TOTALS ***					1 CHECKS		273.00
1279	PETERS & ASSOCIATES							
I-39567	COMPUTER CONSULTING SERVICES	R	8/14/2009	150.00		005733		
I-39908	CONSULTING SERVICE - 3 SERVERS	R	8/14/2009	4,012.50		005733		4,162.50
1279	PETERS & ASSOCIATES							
I-40386	HYPER V SERVER BUILD	R	9/24/2009	600.00		005907		
I-40438	HYPER V SERVER BUILD	R	9/24/2009	4,125.00		005907		4,725.00
	*** VENDOR TOTALS ***					2 CHECKS		8,887.50
1158	PETTY CASH - CUSTODIAN							
I-200908132284	PETTY CASH	V	8/14/2009	306.62		005734		306.62
1114	PITNEY BOWES							
I-5798233-8P09	POSTAGE METER RENTAL	R	9/24/2009	537.00		005908		537.00
	*** VENDOR TOTALS ***					1 CHECKS		537.00
1289	FRAKAIK DISTRIBUTION INC.							
I-34160166	MAINTENANCE SUPPLIES	R	9/11/2009	286.52		005850		286.52
	*** VENDOR TOTALS ***					1 CHECKS		286.52
1280	PRIMERA							
I-0022434	COMPUTER ROOM HVAC UPGRADES	R	9/24/2009	1,728.95		005909		
I-22319	COMPUTER ROOM HVAC UPGRADES	R	9/24/2009	1,607.58		005909		3,336.53
	*** VENDOR TOTALS ***					1 CHECKS		3,336.53
1267	PRIMUS ELECTRONICS CORPORATION							
I-437005	14" JUMPER RGEX	R	8/28/2009	55.87		005798		55.87
	*** VENDOR TOTALS ***					1 CHECKS		55.87
1677	PROFILE FLOORING							
I-440	CARPET INSTALLATION	R	8/28/2009	10,129.00		005799		10,129.00
	*** VENDOR TOTALS ***					1 CHECKS		10,129.00
1664	PROGRAM ONE PROFESSIONAL BUILD							
I-5113	WINDOW CLEANING - 8/21/09	R	9/11/2009	150.00		005851		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
1115	PROSAFETY							
I-2/636090	METER STATION MAINTENANCE	R	8/14/2009	160.00		005735		160.00
	*** VENDOR TOTALS ***					1 CHECKS		160.00

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1636	R CARLSON AND SONS							
I-6	PSD-6A/08 PARTIAL PAYMENT #5	R	8/25/2009	148,448.91		005751		148,448.91
1636	R CARLSON AND SONS							
I-6	PSD 6A/08 PARTIAL PAYMENT #6	R	9/29/2009	155,912.40		005916		155,912.40
			*** VENDOR TOTALS ***			2 CHECKS		304,361.31
1430	RCM DATA CORPORATION							
I-IN22048	PRINTER REPAIR	R	8/14/2009	275.00		005736		275.00
			*** VENDOR TOTALS ***			1 CHECKS		275.00
1059	RED WING SHOE STORE							
I-450000003231	SAFETY BOOTS	R	8/14/2009	590.71		005737		590.71
1059	RED WING SHOE STORE							
I-450000003263	SAFETY BOOTS	R	9/11/2009	135.99		005852		135.99
			*** VENDOR TOTALS ***			2 CHECKS		726.70
1679	REED & ASSOCIATES LTD.							
I-2688	TECHNICAL WRITING CONSULTANT	R	8/14/2009	5,691.00		005738		
I-2696	TECHNICAL WRITING CONSULTANT	R	8/14/2009	6,762.50		005738		12,453.50
			*** VENDOR TOTALS ***			1 CHECKS		12,453.50
1118	REGIONAL TRUCK EQUIPMENT CO.							
I-34335	VEHICLE MAINTENANCE	R	8/14/2009	305.42		005739		305.42
1118	REGIONAL TRUCK EQUIPMENT CO.							
I-34255	VEHICLE MAINTENANCE	R	8/28/2009	57.18		005800		57.18
			*** VENDOR TOTALS ***			2 CHECKS		362.60
1137	ROSSI CONTRACTORS, INC.							
I-QR8-001B	VALVE BOX ADJ- 2131 HIGH ST	R	8/14/2009	1,320.14		005740		1,320.14
1137	ROSSI CONTRACTORS, INC.							
I-QR8-005B	RESTORATION WORK- WOODDALE MET	R	8/14/2009	4,824.85		005741		4,824.85
1137	ROSSI CONTRACTORS, INC.							
I-QR8-012A	RESTORATION WORK- NEAR ROHLWIN	R	8/14/2009	2,741.30		005742		2,741.30
1137	ROSSI CONTRACTORS, INC.							
I-QR8-014A	REPAIR WATERMAIN @ 75TH ST.	R	8/14/2009	42,707.12		005743		42,707.12
1137	ROSSI CONTRACTORS, INC.							
I-QR8-014B	REPAIR MAIN-75TH & WASHINGTON	R	9/11/2009	1,980.00		005853		1,980.00
			*** VENDOR TOTALS ***			5 CHECKS		53,573.41

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1044	ROYAL GRAPHICS PRINTERS							
I-72835	BUSINESS CARDS: KEN DRISCOLL	R	8/28/2009	141.58		005801		
I-72864	OFFICE SUPPLIES	R	8/28/2009	113.85		005801		255.43
1044	ROYAL GRAPHICS PRINTERS							
I-72948	DUPAGE WATER LETTERHEAD	R	9/24/2009	470.74		005910		470.74
	*** VENDOR TOTALS ***					2 CHECKS		726.17
1523	SAF-T-GARD INTERNATIONAL, INC.							
I-1456815-00	METER STATION MAINTENANCE	R	9/11/2009	170.94		005854		170.94
	*** VENDOR TOTALS ***					1 CHECKS		170.94
1041	SEECO CONSULTANTS, INC.							
I-500	MATERIAL TESTING	R	8/11/2009	12,186.39		005683		12,186.39
1041	SEECO CONSULTANTS, INC.							
I-506	MATERIAL TESTING	R	8/28/2009	12,175.28		005802		12,175.28
1041	SEECO CONSULTANTS, INC.							
I-517	MATERIAL TESTING	R	9/11/2009	13,783.76		005855		13,783.76
	*** VENDOR TOTALS ***					3 CHECKS		38,145.43
1302	SIR SPEEDY							
I-52381	PRINTING EXPENSE	R	8/28/2009	645.32		005803		645.32
	*** VENDOR TOTALS ***					1 CHECKS		645.32
1043	SCOOPER LUBE							
I-160074	VEHICLE MAINTENANCE	R	8/14/2009	32.45		005744		
I-160139	VEHICLE MAINTENANCE	R	8/14/2009	32.45		005744		
I-161067	VEHICLE MAINTENANCE	R	8/14/2009	54.15		005744		119.05
1043	SCOOPER LUBE							
I-161618	VEHICLE MAINTENANCE	R	9/11/2009	37.45		005856		
I-162012	VEHICLE MAINTENANCE	R	9/11/2009	36.20		005856		
I-162219	VEHICLE MAINTENANCE	R	9/11/2009	34.95		005856		
I-162372	VEHICLE MAINTENANCE	R	9/11/2009	53.19		005856		161.79
	*** VENDOR TOTALS ***					2 CHECKS		280.84
1040	SPECIALTY MAT SERVICE							
I-505311	MAT SERVICE: 07/30/09	R	8/14/2009	55.40		005745		55.40
1040	SPECIALTY MAT SERVICE							
I-507124	MAT SERVICES: 08/13/09	R	9/11/2009	55.40		005857		
I-508741	MAT SERVICES - 08/27/09	R	9/11/2009	55.40		005857		110.80
	*** VENDOR TOTALS ***					2 CHECKS		166.20

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1668	SPROVIERI'S							
I-113596-2	COUNTER TOPS - FINAL PAYMENT	R	9/11/2009	3,094.00		005858		3,094.00
				*** VENDOR TOTALS ***		1 CHECKS		3,094.00
1593	STATE DISBURSEMENT UNIT							
I-200906042182	STATE DISBURSEMENT UNIT	R	9/11/2009	384.66		005859		384.66
				*** VENDOR TOTALS ***		1 CHECKS		384.66
1392	STONKUS HYDRAULIC, INC.							
I-90232	ROD SEAL KIT	R	8/28/2009	574.99		005804		574.99
				*** VENDOR TOTALS ***		1 CHECKS		574.99
1656	STORAGE POWER BATTERY, INC							
C-2157	RECYCLING BATTERIES - CREDIT	R	8/14/2009	125.80CR		005746		
I-2187	SEALED BATTERIES	R	8/14/2009	2,168.40		005746		2,042.60
1656	STORAGE POWER BATTERY, INC							
I-2188	SEALED BATTERIES	R	8/28/2009	2,173.50		005805		
I-2293	EMERGENCY LIGHTS BATTERY	R	8/28/2009	37.80		005805		2,211.30
1656	STORAGE POWER BATTERY, INC							
C-2400	JUNK CREDIT	R	9/24/2009	76.00CR		005911		
I-2401	STORAGE POWER BATTERY, INC	R	9/24/2009	1,440.00		005911		1,364.00
				*** VENDOR TOTALS ***		3 CHECKS		5,617.90
1084	TELESPAN							
I-213419	TELECONFERENCE CHARGES	R	8/28/2009	6.21		005806		6.21
1084	TELESPAN							
I-216466	TELECONFERENCE CHARGES	R	9/11/2009	10.71		005860		10.71
				*** VENDOR TOTALS ***		2 CHECKS		16.92
1379	THERMO/CENSE, INC.							
I-62911-123574	RTU SIGNAL CONDITIONER	R	8/28/2009	1,420.98		005807		1,420.98
				*** VENDOR TOTALS ***		1 CHECKS		1,420.98
1045	THOMAS PUMP COMPANY, INC.							
I-96469	PATT PUMP V-RINGS	R	8/28/2009	100.00		005808		100.00
				*** VENDOR TOTALS ***		1 CHECKS		100.00
1127	TRITON COMMUNITY COLLEGE							
I-200908272309	BASE WATERWORKS TRAINING	R	8/28/2009	216.00		005809		
I-200908272310	BASE WATERWORKS TRAINING	R	8/28/2009	216.00		005809		432.00
				*** VENDOR TOTALS ***		1 CHECKS		432.00

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1146	TRITON ELECTRONICS, INC.							
I-6566	SCADA / INSTRUMENTATION	R	8/28/2009	35.00		005810		35.00
	*** VENDOR TOTALS ***					1 CHECKS		35.00
1080	TYLER TECHNOLOGIES							
C-3397	ANNUAL SOFTWARE MAINTENANCE	R	9/24/2009	28.00CR		005912		
I-68941	ANNUAL SOFTWARE MAINTENANCE	R	9/24/2009	2,583.00		005912		
I-81146	ANNUAL SOFTWARE MAINTENANCE	R	9/24/2009	2,682.00		005912		5,237.00
	*** VENDOR TOTALS ***					1 CHECKS		5,237.00
1282	U.S. POSTAL SERVICE (POSTAGE-B							
I-200909242332	POSTAGE METER REPLENISHMENT	R	9/24/2009	3,000.00		005913		3,000.00
	*** VENDOR TOTALS ***					1 CHECKS		3,000.00
1047	UNITED RADIO COMMUNICATIONS							
I-18922100	RADIO REPAIRS	R	9/24/2009	79.50		005914		79.50
	*** VENDOR TOTALS ***					1 CHECKS		79.50
1062	WASTE MANAGEMENT							
I-2069934-2008-5	REFUSE DISPOSAL	R	8/14/2009	434.12		005747		434.12
1062	WASTE MANAGEMENT							
I-2076601-2008-1	REFUSE DISPOSAL	R	9/11/2009	435.87		005861		435.87
	*** VENDOR TOTALS ***					2 CHECKS		869.99
1010	WEST							
I-818784776	WESTLAW - JULY 2009	R	8/14/2009	403.83		005748		403.83
1010	WEST							
I-818965939	WESTLAW: AUGUST 2009	R	9/11/2009	403.83		005862		403.83
	*** VENDOR TOTALS ***					2 CHECKS		807.66
1412	WESTIN ENGINEERING, INC.							
I-33577	ASSET MGT BEST PRACT- PHASE 5	R	9/24/2009	1,258.51		005915		1,258.51
	*** VENDOR TOTALS ***					1 CHECKS		1,258.51
1627	WILLIAMS BROTHERS CONSTRUCTION							
I-7	P&S-7/08 PARTIAL PAYMENT #7	R	8/07/2009	1,014,406.33		005682		1,014,406.33
1627	WILLIAMS BROTHERS CONSTRUCTION							
I-8	P&S-7/08 PARTIAL PAYMENT	R	9/24/2009	1,057,868.44		005869		1,057,868.44
	*** VENDOR TOTALS ***					2 CHECKS		2,072,274.77

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 8/31/2009 THRU 9/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1685	WILSON CONSULTING							
I-13332	CONSULTING SERVICES	R	9/11/2009	990.00		005863		990.00
*** VENDOR TOTALS ***						1	CHECKS	990.00

** T O T A L S **	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	230	19,736,048.67	0.00	19,736,048.67
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	1	306.62	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: IL	TOTALS:	231	19,736,355.29	0.00	19,736,355.29
BANK: IL	TOTALS:		231	19,736,355.29	0.00	19,736,355.29