



DuPage Water Commission

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

AGENDA

**DU PAGE WATER COMMISSION
THURSDAY, AUGUST 8, 2002
7:30 P.M.**

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

- I. Roll Call
- II. Public Comments
- III. Approval of Minutes
 - Regular Meeting of July 10, 2002
- IV. Treasurer's Report – July 2002
- V. Committee Reports
 - A. Administration Committee
 - B. Engineering & Construction Committee
 - Report of 8/8/02 Meeting
 - C. Finance Committee
 - Report of 8/8/02 Meeting
 - D. Special Task Force
 - 1. Report of 8/8/02 Meeting
 - 2. Legal Fee Reimbursement
- VI. Omnibus Vote
 - A. Resolution R-29-02: A Resolution Approving and Accepting the Proposal of McGladrey & Pullen, LLP for Audit Services

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

- B. Resolution R-31-02: A Resolution Approving a Second Amendment to Task Order No. 2 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C.
- C. Resolution R-32-02: A Resolution Ratifying the Approval, Ratifying, and Accepting an Intergovernmental Agreement for the Provision of Lake Michigan Water to Areas of DuPage County Affected by Contamination

VII. Old Business

- A. Summary of Action Taken Since Previous Meeting
- B. Committee Assignments

VIII. New Business

- A. Resolution R-30-02: A Resolution Approving Certain Contract Change Orders at the August 8, 2002 DuPage Water Commission Meeting
- B. Purchase Orders
 - Purchase Order No. 7068

IX. Accounts Payable

X. Public Comments

XI. Executive Session

XII. Adjournment

**MINUTES OF A MEETING OF THE
DU PAGE WATER COMMISSION
HELD ON WEDNESDAY, JULY 10, 2002
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Michael Vondra at 7:33 P.M.

Commissioners in attendance: R. Benson, B. Krajewski, J. Liljegren, W. Mueller, N. Pollock, A. Poole, J. Tenison, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Also in attendance: J. Holzwart, R. Martin, E. Nawrocki, R. Skiba, D. Eckmann (AB&H), and M. Crowley (H&K).

Commissioner Wilcox took his Oath of Office.

PUBLIC COMMENTS

Six residents of unincorporated DuPage County addressed the Commission about the draft agreement between the municipalities and the County of DuPage regarding service to unincorporated areas that have contaminated well water.

It was noted that the minutes of the June 13, 2002, meeting of the Commission were revised to move the motion by Commissioner Thorn regarding the pay increase for the General Manager to after Executive Session.

Commissioner Benson made a motion to approve the Minutes of the June 13, 2002 meeting of the DuPage Water Commission as revised. Seconded by Commissioner Thorn and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Thorn made a motion to approve the Minutes of the June 13, 2002 Executive Session of the DuPage Water Commission. Seconded by Commissioner Tolentino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The Treasurer's Report for the month of June 2002 showed receipts of \$6,924,935.21, disbursements of \$3,900,845.79 and a cash and investment balance of \$186,054,753.01.

Commissioner Mueller made a motion to accept the June 2002 Treasurer's Report. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Minutes of the 7/10/02 Meeting

COMMITTEE REPORTS

Administration Committee – No meeting

Engineering Committee – Report by Commissioner Liljegren

The Engineering Committee discussed the status of facilities regarding construction and operations. It was reported that: 2.975 billion gallons of water were pumped in June with an average day of 99.2 million gallons; the Naperville Meter/Pressure Adjusting Station 15H is operational and the contractor for Contract MS-14 is working on punch list items; the Contract MS-15 contractor is awaiting the building permit for the Illinois American Water Company Meter Station 5G; the Schaumburg Emergency Interconnection is operational and the Contract SS-3 contractor continues with painting and pipe insulation; a tentative agreement has been reached with the Contractor for Contract TSW-3 to repair or replace the defective 48" ROV at Winfield and Butterfield Road; the contractor for TW-1/98 has completed the installation of all pipe and is presently working on restoration and punch list items; the contractor for TW-2/00 has installed 41,273 feet of 48-inch steel pipe to date, representing 83% of the pipe to be installed; the construction on the Corrosion Mitigation System for the 72" Transmission Main (Contract TE-5/01) is 95.4% complete; and the contractor for Contract BOV-1/02 has completed work on five blow-off valves, representing 1.5% of the work to be completed.

The Engineering Committee reviewed the additional engineering services in the amount of \$2,466.18 and recommended approval of Resolution R-28-02 during the Omnibus Vote Agenda.

The Engineering Committee reviewed change orders in the amount of \$62,366.57 and recommended approval of Resolution R-26-02 during the Omnibus Vote Agenda.

The Engineering Committee reviewed progress payments in the amount of \$280,526.74 and recommended approval as part of the Accounts Payable, subject to submission of all contractually required documentation.

Commissioner Mueller moved to approve Resolution R-25-02 entitled "A Resolution Approving and Ratifying Certain Task Order(s) Under a Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C. at the July 10, 2002 DuPage Water Commission Meeting" subject to Alvord, Burdick & Howson's commitment to utilize qualified local professional consultants for Outside Support Services if available at no change in the contract price. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, B. Krajewski, J. Liljegren, W. Mueller, N. Pollock, A. Poole, J. Tenison, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Minutes of the 7/10/02 Meeting

Nays: None

It was noted that Chairman Vondra requested additional information regarding the policy issues related to, and the survey of communities implementing, local preferences for engineering firms and contractors.

Finance Committee - Report by Commissioner Poole

The Finance Committee, at a special committee meeting, interviewed two accounting firms to perform audit and cash review services for the Commission.

Commission Poole moved to direct staff to prepare a resolution for the Commission's August agenda to accept the proposal from McGladrey & Pullen, LLP to provide audit and cash review services for the period May 1, 2002 through April 30, 2004. Seconded by Commissioner Tolentino and unanimously approved by a Voice Vote.

The Finance Committee reviewed the Treasurer's Report, the June financial statements and the Accounts Payable.

Special Task Force - Report by Chairman Vondra

It was reported that the Special Task Force reviewed the draft Intergovernmental Agreement for the Provision of Lake Michigan Water to Areas of DuPage County Affected by Contamination, and questions raised by members of the Task Force and by the public in attendance at the meeting were answered.

Commissioner Mueller moved to approve an Intergovernmental Agreement for the Provision of Lake Michigan Water to Areas of DuPage County Affected by Contamination in substantially the form presented at this meeting and on file with the Acting Clerk and containing substantially the terms and provisions set forth therein, subject to such changes and revisions therein as shall be required or approved by the Board of Commissioners, and to authorize the Chairman and the Acting Clerk to execute and attest the Agreement with any such changes and revisions upon, but not before, execution of the Agreement on behalf of the County of DuPage and at least one Charter Customer. Seconded by Commissioner Benson and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, B. Krajewski, J. Liljegren, W. Mueller, N. Pollock, A. Poole, J. Tenison, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

Minutes of the 7/10/02 Meeting

Omnibus Agenda

Commissioner Benson made a motion to adopt the item listed on the Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, B. Krajewski, J. Liljegren, W. Mueller, N. Pollock, A. Poole, J. Tenison, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

- Item 1. Ordinance O-10-02: An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Construction and Maintenance of 72" Transmission Main Stray Current Corrosion Mitigation System and Authorizing Execution of the Easement Agreement (County of Cook) – "Omnibus Vote"
- Item 2. Resolution R-26-02: A Resolution Approving Certain Contract Change Orders at the July 10, 2002 DuPage Water Commission Meeting – "Omnibus Vote"
- Item 3. Resolution R-27-02: A Resolution Directing Advertisement for Bids on a Contract for Quick Response (Contract QR-6/02) – "Omnibus Vote"
- Item 4. Resolution R-28-02: A Resolution Approving Certain Additional Engineering Services at the July 10, 2002 DuPage Water Commission – "Omnibus Vote"

NEW BUSINESS

Chairman Vondra stated that he met with several Commissioners and, as a result of these discussions, a number of the Commissioners indicated they would prefer to serve on different committees. In addition, Chairman Vondra noted he needed to fill certain vacancies in the Committees and desired to appoint municipal Committee chairs.

Chairman Vondra requested the Commission's consent to his appointment of Commissioner Wilcox to the Engineering Committee, and his appointment of Commissioner Mueller as Chair of the Administration Committee, Commissioner Poole as Chair of the Engineering Committee and Commissioner Krajewski as Chair of the Finance Committee.

Commissioner Mueller moved to approve the appointment of Commissioner Wilcox to the Engineering Committee. Seconded by Commissioner Poole and unanimously approved by a Voice Vote.

Minutes of the 7/10/02 Meeting

Commissioner Wilcox moved to approve the appointment of Commissioner Mueller as Chair of the Administration Committee, Commissioner Poole as Chair of the Engineering Committee and Commissioner Krajewski as Chair of the Finance Committee. Seconded by Commissioner Tenison and unanimously approved by a Voice Vote.

Chairman Vondra requested that Commissioner Thorn conduct a survey of all the Commissioners regarding their committee preferences, and stated that he would hope to have additional committee assignments for approval of the Commission at the August Commission meeting.

ACCOUNTS PAYABLE

Commissioner Benson made a motion to approve the Accounts Payable in the amount of \$3,643,542.27, subject to submission of all contractually required documentation. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, B. Krajewski, J. Liljegren, W. Mueller, N. Pollock, A. Poole, J. Tenison, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

PUBLIC COMMENTS:

One resident of unincorporated DuPage County made additional comments regarding the draft agreement between the municipalities and the County of DuPage regarding to service to unincorporated areas that have contaminated well water.

Commissioner Thorn made a motion to adjourn the meeting at 8:50 P.M. Seconded by Commissioner Pollock and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DU PAGE WATER COMMISSION
WATER FUND
CASH BASIS GENERAL LEDGER
STATEMENT OF REVENUES & EXPENDITURES
July 31, 2002

REVENUE	CURRENT MONTH ACTUAL	Y-T-D ACTUAL
WATER SALES	3,851,742.14	12,882,381.10
SALES TAXES	2,766,172.80	7,540,579.88
INVESTMENT INCOME	286,892.90	1,677,233.92
OTHER INCOME	8,057.04	792,978.10
TOTAL REVENUE	6,912,864.88	22,893,173.00
EXPENSES		
PERSONAL SERVICES	174,803.87	541,694.10
PROFESSIONAL SERVICES	14,764.10	60,593.24
CONTRACTUAL SERVICES	14,558.17	78,090.34
INSURANCE	0.00	6,819.00
ADMINISTRATIVE COSTS	6,886.13	29,624.32
WATER SUPPLY COSTS	3,291,907.57	8,541,755.22
BOND PRINCIPAL & INTEREST	0.00	13,492,703.75
LAND AND RIGHT OF WAY	2,995.00	2,995.00
CAPITAL OUTLAY	1,876.39	47,593.35
TOTAL OPERATING EXPENSES	3,507,789.23	22,801,868.32
CONSTRUCTION EXPENDITURES	322,524.65	2,355,326.29
TOTAL EXPENSES	3,830,313.88	25,157,194.61
NET FUND TRANSACTIONS	3,082,551.00	(2,264,021.61)
BEGINNING BALANCE		191,401,325.62
ENDING BALANCE		189,137,304.01
FUNDS CONSIST OF:		
PETTY CASH		500.00
CASH AT BANK ONE		1,364.77
CASH AT OAK BROOK BANK LOCK BOX		36,571.93
CASH AT VILLA PARK TRUST & SAVINGS		4,676.98
TOTAL CASH		43,113.68
ILLINOIS FUNDS MONEY MARKET		19,915,677.41
ILLINOIS FUNDS PRIME FUND		23,883,228.20
GOVERNMENT MONEY MARKET FUNDS		5,616.76
U. S. TREASURY INVESTMENTS		79,223,184.45
U. S. AGENCY INVESTMENTS		41,066,483.51
CERTIFICATES OF DEPOSIT		25,000,000.00
COMMERCIAL PAPER		0.00
TOTAL INVESTMENTS		189,094,190.33
TOTAL FUNDS		189,137,304.01

DRAFT

DU PAGE WATER COMMISSION

RESOLUTION NO. R-29-02

**A RESOLUTION APPROVING AND ACCEPTING THE
PROPOSAL OF MCGLADREY & PULLEN, LLP FOR AUDIT SERVICES**

WHEREAS, on May 22, 2002, the DuPage Water Commission received proposals from five accounting firms for annual audit and cash and investment review services for the fiscal years ending April 30, 2003 and 2004; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to retain the services of McGladrey & Pullen, LLP to perform the two cash and investment reviews, as well as the annual audit of the Commission's financial statements, for each of the fiscal years ending April 30, 2003 and 2004;

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

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

SECTION TWO: The proposal of McGladrey & Pullen, LLP, dated May 22, 2002, for cash and investment review services for the four months ending August 31, 2002 and for the four months ending December 31, 2002, as well as for the annual financial audit of the Commission's financial statements for the fiscal year ending April 30, 2003, for a total cost not to exceed \$42,500, shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission without further act.

SECTION THREE: The proposal of McGladrey & Pullen, LLP, dated May 22, 2002, for cash and investment review services for the four months ending August 31, 2003 and for the four months ending December 31, 2003, as well as for the annual financial audit of the Commission's financial statements for the fiscal year ending April 30, 2004, for a total cost not to exceed \$44,500, shall be and it hereby is approved and accepted by the Board of Commissioners of 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 _____, 2002.

Chairman

ATTEST:

Acting Clerk

DUPAGE WATER COMMISSION

RESOLUTION NO. R-31-02

A RESOLUTION APPROVING A SECOND AMENDMENT TO
TASK ORDER NO. 2 UNDER THE MASTER ENGINEERING
AGREEMENT WITH ALVORD, BURDICK & HOWSON, L.L.C

WHEREAS, the DuPage Water Commission (the “Commission”) entered into an agreement with Alvord, Burdick & Howson, L.L.C. (the “Engineers”) dated April 13, 2000, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the “Master Agreement”); and

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

WHEREAS, pursuant to Resolution No. R-30-00, the Commission approved Task Order No. 2 to the Master Agreement for the Schaumburg Emergency Interconnection project; and

WHEREAS, pursuant to Resolution No. R-29-01, the Commission approved a First Amendment to Task Order No. 2 to modify certain not-to-exceed limitations on the cost of the work; and

WHEREAS, the Commission and the Engineers desire to further amend Task Order No. 2 to the Master Agreement to add the design of an access drive and fencing around the new pump station for the Schaumburg Emergency Interconnection, the Board of Commissioners of the DuPage Water Commission hereby finding and

determining 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

WHEREAS, the Engineers have approved the Second Amendment to Task Order No. 2 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The Second Amendment to Task Order No. 2 attached hereto as Exhibit 1 shall be and it hereby is approved.

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 _____, 2002.

Chairman

ATTEST:

Acting Clerk

EXHIBIT 1

SECOND AMENDMENT TO TASK ORDER NO. 2

In accordance with Section 1 of the Agreement for Engineering Services between the DuPage Water Commission (the "Commission") and Alvord, Burdick & Howson, L.L.C. (the "Engineers"), dated April 13, 2000 (the "Agreement"), the Commission and the Engineers agree to amend Task Order No. 2 to the Agreement for the Schaumburg Emergency Interconnection project, as previously amended by a First Amendment dated as of June 14, 2001 (collectively, "Task Order No. 2"), as follows:

1. Specific Project Data

Subsection 1B, entitled "Description and Scope of the Project," shall be, and it hereby is, amended in its entirety so that said Subsection 1B shall hereafter be and read as follows:

"15 MGD pump station with provisions to receive alternate bids on a 10 MGD pump station plus ancillary piping as indicated on Exhibits B-1 through and including B-4 attached hereto and by this reference incorporated herein and made a part hereof. After completion of the construction and installation of the new pump station, the design of an access drive to the new pump station from Central Avenue and the design of a fence to enclose the new pump station."

2. Not to Exceed Costs

Section 6, entitled "Not to Exceed Costs," shall be, and it hereby is, amended by deleting the dollar amount of "\$178,941.00" from the Not to exceed cost for Design Services in said Section 6 and substituting the dollar amount "\$188,941.00" in its place.

In all other respects, Task Order No. 2 to the Agreement shall remain in full force and effect, and Task Order No. 2 to the Agreement shall be binding on both parties as hereinabove amended.

DUPAGE WATER COMMISSION

BY: _____

James J. Holzwart
General Manager

ALVORD, BURDICK & HOWSON, L.L.C.

BY: _____
Donald E. Eckmann
Partner

DUPAGE WATER COMMISSION

RESOLUTION NO. R-32-02

A RESOLUTION APPROVING, RATIFYING, AND ACCEPTING AN
INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF LAKE MICHIGAN
WATER TO AREAS OF DUPAGE COUNTY AFFECTED BY CONTAMINATION

WHEREAS, the DuPage Water Commission (the "Commission") is a public corporation created under the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.*, and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and is authorized to enter into contracts and agreements relating to the purchase and supply of water pursuant to the laws of the State of Illinois; and

WHEREAS, certain areas of DuPage County have been affected by contaminated well water, which contamination poses a significant threat to the health and safety of numerous individuals; and

WHEREAS, the Commission, the County of DuPage (the "County"), and the Charter Customers of the Commission desire to create a method of providing an adequate supply of Lake Michigan water to areas of the County affected by such contamination;

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

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

SECTION TWO: An Intergovernmental Agreement for the Provision of Lake Michigan Water to Areas of DuPage County Affected by Contamination, 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 Board of Commissioners of the DuPage Water Commission, shall be and it hereby is approved and accepted by the DuPage Water Commission; the Board of Commissioners of the DuPage Water Commission hereby ratifying, affirming, approving, and accepting all actions of the Commission related thereto.

SECTION THREE: The Chairman of the DuPage Water Commission shall be and hereby is authorized and directed to execute, and the Acting Clerk shall be and hereby is authorized and directed to attest, an Intergovernmental Agreement for the Provision of Lake Michigan Water to Areas of DuPage County Affected by Contamination, in substantially the form attached hereto as Exhibit 1, with such modifications as may be required or approved by the Board of Commissioners of the DuPage Water Commission; provided, however, that the Agreement shall not be so executed on behalf of the Commission unless and until the Chairman of the Commission shall have been presented with copies of the Agreement executed by the County of DuPage and at least one Charter Customer of the Commission. Upon execution by the Chairman, the Intergovernmental Agreement for the Provision of Lake Michigan Water to Areas of DuPage County Affected by Contamination, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2002.

Chairman

ATTEST:

Acting Clerk

EXHIBIT 1

JULY 10, 2002

INTERGOVERNMENTAL AGREEMENT

FOR THE PROVISION OF

LAKE MICHIGAN WATER TO

AREAS OF DUPAGE COUNTY

AFFECTED BY CONTAMINATION

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF LAKE MICHIGAN WATER TO AREAS OF DUPAGE COUNTY AFFECTED BY CONTAMINATION (this "Agreement") is made as of _____, 2002, by and between the DuPage Water Commission, Counties of DuPage, Cook, and Will, Illinois (the "Commission"), a commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code and the Water Commission Act of 1985; the County of DuPage, Illinois (the "County"), a body corporate and politic; and those units of local government of the State of Illinois hereafter defined as the "Charter Customers," as each executes this Agreement.

ARTICLE ONE

RECITALS

WHEREAS, the Commission is a public corporation created under the Water Commission Act of 1985, as amended, and Division 135 of Article 11 of the Illinois Municipal Code, and is authorized to enter into contracts and agreements relating to the purchase and supply of water pursuant to the laws of the State of Illinois; and

WHEREAS, the County is a unit of local government, organized and existing under and by virtue of the laws of the State of Illinois; and

WHEREAS, the Charter Customers are units of local government, organized and existing under and by virtue of the laws of the State of Illinois; and

WHEREAS, the Charter Customers have entered into a Contract with the Commission to purchase Lake Water sufficient to meet the water supply needs of the Charter Customers and others (the "Water Purchase and Sale Contract" as hereafter defined); and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, as amended, the Commission, the County, and the Charter Customers are authorized to enter into this Agreement; and

WHEREAS, certain areas of the County have been affected by contaminated water, which poses a significant threat to the health and safety of numerous individuals; and

WHEREAS, subject to certain limitations, each of the Commission, the County, and the Charter Customers are authorized by law to engage in the retail sale of water to areas of the County affected by contaminated well water; and

WHEREAS, the Commission, the County, and the Charter Customers, desire to create a method of providing an adequate supply of Lake Michigan water to areas of the County affected by contamination;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE TWO

DEFINITIONS

2.1. "Agreement" means this Intergovernmental Agreement for the Provision of Lake Michigan Water to Areas of DuPage County Affected by Contamination.

2.2. "Charter Customer" means a unit of local government of the State of Illinois (not including the Commission) that is a party to the Water Purchase and Sale Contract, excluding, however, any such unit of local government whose rights and obligations under the Water Purchase and Sale Contract have been terminated.

2.3. "Commission" means the DuPage Water Commission, Counties of DuPage, Cook, and Will, Illinois.

2.4. "Connection Costs" has the meaning set forth in Section 5.2.

2.5. "County" means the County of DuPage, Illinois.

2.6. "Customer" means any person who purchases Lake Water from a Charter Customer pursuant to this Agreement solely for use by that person and not for redistribution or resale.

2.7. "Customer Costs" has the meaning set forth in Section 5.2.

2.8. "Effective Date" means the effective date of this Agreement, as defined in Section 8.1.

2.9. "Existing Main" means a water main, existing or under construction on the Effective Date of this Agreement, of a Charter Customer from which a Customer within a Service Area can receive service under the terms and conditions of this Agreement without the need for the Charter Customer to construct a New Main.

2.10. "Health Department" means the DuPage County Health Department.

2.11. "Lake Water" means potable, filtered water drawn from Lake Michigan.

2.12. "MCL" means a maximum contaminant level as determined in accordance with Section 3.2.

2.13. "Market Rate" means the average cost of borrowing of the Commission.

2.14. "New Main" means a water main and related infrastructure, not existing or under construction on the Effective Date of this Agreement, constructed by a Charter Customer for the purpose of providing service to a Service Area under the terms and conditions of this Agreement. New Main shall not include a water main constructed by a Charter Customer exclusively for reasons other than providing service under the terms of this Agreement.

2.15. "Pathway Service Area" has the meaning set forth in Section 3.2.

2.16. "Potential Customer" means any Customer or any other person currently requiring water service on property located within a Service Area. For purposes of this definition, property currently requiring water service includes property for which a building permit has been issued.

2.17. "Primary Service Area" has the meaning set forth in Section 3.2.

2.18. "Professional Fees" has the meaning set forth in Section 5.2.

2.19. "Recapture Costs" has the meaning set forth in Section 5.2.

2.20. "Secondary Service Area" has the meaning set forth in Section 3.2.

2.21. "Service Area" means either a Primary Service Area, a Secondary Service Area, or a Pathway Service Area. The term Service Area will be used in provisions of this Agreement that are intended to apply to any type of Service Area, regardless of whether it is a Primary Service Area, a Secondary Service Area, or a Pathway Service Area. When a provision of this Agreement is intended to apply specifically to a Primary Service Area, specifically to a Secondary Service Area, or specifically to a Pathway Service Area, the appropriate term will be used.

2.22. "Service Costs" means Service Provision Costs, Recapture Costs, Connection Costs, Customer Costs, and Professional Fees.

2.23. "Service Provision Costs" has the meaning set forth in Section 5.2.

2.24. "Source Well" has the meaning set forth in Section 3.2.

2.25. "Task Force" means the Commission task force established for the purpose of advising the Commission on the implementation of this Agreement, or if no longer in existence, shall mean the Commission or any other committee or task force of the Commission so delegated.

2.26. "Water Allocation" means, with respect to a Charter Customer, such Charter Customer's allocation and allowable excess from time to time of Lake Water pursuant to the Level of Lake Michigan Act, as amended from time to time (See the State of Illinois Department of Transportation, Division of Water Resources Decision on 1989 Allocation Review, Order No. LMO 89-2 and subsequent orders of the State of Illinois Department of Transportation, Division of Water Resources, or the successor to its responsibilities, the State of Illinois Department of Natural Resources, Office of Water Resources); and such other amounts of Lake Water as such Charter Customer may lawfully take.

2.27. "Water Purchase and Sale Contract" means the water purchase and sale contract, dated June 11, 1986, between the Commission and the Charter Customers, as amended or supplemented from time to time.

ARTICLE THREE

AREAS TO BE SERVED

3.1. Provision of Lake Water to Service Areas. Charter Customers will provide, and Customers may receive, Lake Water in conformance with the terms and conditions described in this Agreement.

3.2. Service Areas. Service Areas shall be determined by the Commission, with the advice of the Task Force, as follows. If, as a result of testing conducted pursuant to Section 3.3, a well is located that exhibits a level of any regulated chemical that exceeds maximum contaminant level ("MCL") as determined by the National Primary Drinking Water Regulations, 40 C.F.R. § 141.1 *et seq.*, of the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, and/or the regulations related to the Illinois Pollution Control Board in 35 Ill. Admin. Code 620.105 *et seq.* (the "Source Well"), the Commission shall retain an engineer, with the advice of the Task Force, who shall conduct additional testing. If, upon completion of the additional testing, the engineer determines that:

a. over fifty percent (50%) of the sampled wells in an area emanating from the Source Well have levels of any regulated chemical that exceed MCL as determined by the National Primary Drinking Water Regulations, 40 C.F.R. § 141.1 *et seq.*, of the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, and/or the regulations related to the Illinois Pollution Control Board in 35 Ill. Admin. Code 620.105 *et seq.*, then that area shall be designated by the Commission as a "Primary Service Area."

b. in an area that the Commission determines to be in reasonable proximity to a Primary Service Area:

i. over fifty percent (50%) of the sampled wells contain detectable concentrations of the same regulated chemical as determined by the National Primary Drinking Water Regulations, 40 C.F.R. § 141.1 *et seq.*, of the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, and/or the regulations related to the Illinois Pollution Control Board in 35 Ill. Admin. Code 620.105 *et seq.*, that is found in the reasonably proximate Primary Service Area; or

ii. over fifty percent (50%) of the sampled wells have levels of any regulated chemical as determined by the National Primary Drinking Water Regulations, 40 C.F.R. § 141.1 *et seq.*, of the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, and/or the regulations related to the Illinois Pollution Control Board in 35 Ill. Admin. Code 620.105 *et seq.*, which contain detectable concentrations but do not exceed MCL and which, after reviewing an engineer's report, the Commission determines are substantially likely to exceed MCL in the reasonably foreseeable future,

then that area shall be designated by the Commission as a “Secondary Service Area.”

Notwithstanding the requirements of Section 3.2.a., the Commission may designate an area as a Primary Service Area if the engineer retained by the Commission determines that a significant life, safety, or health risk related to human consumption of water is posed in the area or is likely to be posed in the future. Upon designation by the Commission, service under the terms of this Agreement shall be offered to all Primary Service Areas and Secondary Service Areas, as well as, in the case of service from New Mains, to the area along the pathway of the New Main that is not either a Primary Service Area or a Secondary Service Area (“Pathway Service Area”). The Commission has the authority to split a Service Area into one or more Service Areas if the Commission, with the advice of the Task Force, determines that it is more practical to provide service to a Service Area through the combination of one or more New Mains or Existing Mains. For each Service Area, an implementing agreement will be prepared and approved by the County, the Commission, and the Charter Customer that is to provide service to the Service Area. The implementing agreement for each Service Area will include: (a) financing terms prepared in accordance with Section 5 of this Agreement; (b) terms and conditions specific to the provision of service by the Charter Customer to the particular Service Area; and (c) a map of the Service Area, which shall be the definitive source regarding the boundaries of the Service Area and shall govern any disputes that arise concerning locations to be served in the Service Area.

3.3. Testing for Contamination. The Health Department will oversee the process of testing for contamination. Testing will be conducted by laboratories certified for chemical analysis of potable water by the Illinois Environmental Protection Agency Division of Laboratories.

3.4. Payment of Costs for Testing. The Health Department will be responsible for paying or seeking reimbursement for the costs of testing for contamination.

3.5. Commission Reimbursement for Certain Contamination Testing Costs. To the extent that the Health Department anticipates that it will:

- a. incur costs that are out of the ordinary or in excess of the Health Department’s current budget for contamination testing; or
- b. be unable to obtain reimbursement from other sources,

it may, prior to conducting testing, submit a request to the Commission for consideration of reimbursement of such costs from the Commission. This request will be reviewed by the Task Force, which shall make a recommendation to the Commission as to whether Commission reimbursement is appropriate. If the Commission approves reimbursement, the costs will be allocated by the Commission, whenever possible, to the cost of providing service to the Service Area in which testing was conducted.

ARTICLE FOUR

PROVISION OF SERVICE

4.1. Service from an Existing Main. If an Existing Main can be used to provide service to a Service Area, the Charter Customer that owns the Existing Main will make Lake Water available to the Service Area from the Existing Main, provided, however that if, in any Service Area, an intergovernmental agreement has been entered into pertaining to the Existing Main, then that intergovernmental agreement shall govern and shall determine which Charter Customer will make Lake Water available to the Service Area from the Existing Main.

4.2. Service from a New Main. If an Existing Main is not available to provide service to a Service Area, the closest adjacent Charter Customer, to the extent not prohibited by law or existing intergovernmental or boundary agreement, shall make Lake Water available through the construction of a New Main in order to provide Lake Water to the Service Area. If the closest adjacent Charter Customer is unable to make Lake Water available through the construction of a New Main, because the Charter Customer is prohibited from doing so by law or existing intergovernmental or boundary agreement, then another adjacent Charter Customer shall make Lake Water available through the construction of a New Main.

If:

- a. there is no Charter Customer adjacent to a Service Area; or
- b. all Charter Customers adjacent to a Service Area are unable to make Lake Water available through the construction of a New Main, because all Charter Customers adjacent to a Service Area are prohibited from doing so by law or existing intergovernmental or boundary agreement; or
- c. if the Charter Customers adjacent to a Service Areas are unable to agree to a method of making Lake Water available through the construction of a New Main,

then the Commission, with the advice of the Task Force, will determine the method by which Lake Water will be made available through the construction of a New Main.

4.3. Task Force Advisory Role. The Task Force shall advise the Commission regarding the provision of service under this Agreement, which shall include, but not be limited to, advising the Commission on the methods of determining costs of and financing for service described in Article 5 of this Agreement and advising the Commission on the terms of service described in Article 6 of this Agreement.

ARTICLE FIVE

COSTS OF AND FINANCING FOR SERVICE

5.1 Financing Process. After a Service Area is designated, Service Costs related to providing service shall be determined and a means of providing financing for service shall be made available as set forth below. The Task Force shall advise the Commission on the process of determining Service Costs and arranging financing for each Service Area.

5.2. Determination of Service Costs. The Task Force shall advise the Commission on Service Costs for each Service Area. The final determination of Service Costs for each Service Area shall be determined by the Commission. These Service Costs may vary based upon field contingencies related to each Service Area. The Service Costs shall consist of the following components:

- a. reasonable engineering, construction, and property acquisition costs incurred by the County, the Commission, or the Charter Customer related to providing service to a Service Area ("Service Provision Costs");
- b. reimbursement of the Charter Customer for actual costs previously expended for construction of Existing Mains used to provide service to a Customer, as contained in the ordinances of the Charter Customer ("Recapture Costs");
- c. reasonable connection costs and other fees that a Customer must pay in order to receive service from a Charter Customer, which the Task Force shall recommend and the Commission shall determine for each Customer of a Service Area ("Connection Costs");
- d. reasonable costs incurred by each Customer in order that the Customer's property may receive service from a New Main or an Existing Main, which the Task Force shall recommend and the Commission shall determine for each Customer of a Service Area ("Customer Costs"); and
- e. reasonable professional fees allocated to the Service Area as described in Section 5.3 ("Professional Fees") (Service Provision Costs, Recapture Costs, Connection Costs, Customer Costs, and Professional Fees are collectively referred to as "Service Costs").

If a portion of a New Main or an Existing Main is used to serve an area that is not a Service Area, then the Service Costs for the Service Area shall be reduced accordingly on a proportionate basis. Separate determinations of residential Service Costs and commercial and industrial Service Costs may be made for each Service Area.

5.3. Professional Fees. Professional Fees shall include reasonable legal fees, limited to those borne by the County, the Commission, and the Charter Customers, related to negotiating, executing, and preparing the Agreement, which shall be reimbursed by the Commission. Professional Fees shall also include: (a) public relations fees related to encouraging Potential Customers from a Service Area to receive service, as described in Section 6.6, and (b) Health Department testing costs, as described in Section 3.5, for which the Task Force shall make a recommendation and the Commission shall make a final determination that they be:

- a. allocated over all Service Areas to which service is provided;
- b. allocated to a particular Service Area to which service is provided, if the Professional Fees directly relate to the provision of service to a particular Service Area;

- c. reimbursed by the Commission from a reserve established by the Commission; or
- d. neither allocated pursuant to Section 5.3.a. or Section 5.3.b. nor reimbursed pursuant to Section 5.3.c.

5.4. Special Service Areas. For each Service Area in which service shall be provided, the County will have the option of proposing and implementing a special service area. If the County chooses not to propose and implement a special service area, it shall give notice to the Charter Customer that is to provide service to the Service Area and the County and the Charter Customer that is to provide service to the Service Area will confer as to whether the implementation of a special service area is appropriate. If the County and the Charter Customer that is to provide service to the Service Area cannot agree as to whether implementation of a special service area is appropriate, the appropriateness of implementation of a special service area will be submitted to the Task Force, which shall make a recommendation to the Commission, which shall determine whether a special service area will be pursued in the Service Area. The Commission will provide financing for Service Costs for each special service area that is created as described in this Section 5.4. on the same terms (i.e. interest rate and maturity date) as described hereafter in Section 5.5. The Service Costs for each special service area that is created as described in this Section 5.4 shall be determined as described above in Section 5.2, and shall also include reasonable costs incurred by the County related to the establishment and operation of the special service area, which costs shall be determined as described above in Section 5.2. The County and the Charter Customer that is to provide service to the Service Area will cooperate in billing and collecting any Service Costs payable as a result of each special service area that is created as described in this Section 5.4. A Charter Customer will have the option of proposing and implementing a special service area with the same rights, terms, and conditions that apply to the County under this Section 5.4.

5.5. Loans from Commission to Charter Customers. If:

- a. after the completion of the process described in Section 5.4, a special service area is not pursued; or
- b. the implementation of a special service area is rejected in a Service Area; or
- c. for any other reason, a special service area cannot be implemented in a Service Area,

then the Commission shall provide twenty (20) year loans to the Charter Customer that provides service to the Service Area at a rate of two percent (2%) per annum for the residential Service Costs related to the Service Area and at the Market Rate for the commercial and industrial Service Costs related to the Service Area. The Commission will provide funds to Charter Customers either through the Commission's cash on hand or via the issuance of the Commission's revenue bonds. Interest payments will be due annually during the period of the loan, beginning in year one. Principal payments of equal installments will be due annually, beginning six years after the loan is made. The

Charter Customer will be required to pay the Commission at least the following amount annually: the total amount of interest and principal due that year multiplied by the number of Customers in the Service Area divided by the number of Potential Customers in the Service Area. If any Charter Customer debt remains after the twenty (20) year loan period concludes, the Commission shall extend the terms of the loan made to the Charter Customer for a commercially reasonable period, provided the Charter Customer is not in default.

5.6. Charter Customer Charges to Customers. A Charter Customer may charge each Customer no more than each Customer's proportionate share of Service Costs based on the number of Potential Customers in a Service Area, provided, however, that if, in a Service Area in which service is to be provided via a New Main, the implementation of a special service area is rejected, then the proportionate share of Service Costs that the Charter Customer may charge each Customer shall be no more than the following amount: the total amount of Service Costs for the Service Area divided by nine-tenths (9/10) of the number of Potential Customers in the Service Area (unless more than nine-tenths (9/10) of the number of Potential Customers in the Service Area are Customers, in which case a Charter Customer may charge each Customer no more than each Customer's proportionate share of Service Costs based on the number of Potential Customers in the Service Area). If at any time the number of Potential Customers in a Service Area exceeds the number of Potential Customers in the Service Area at the time proportionate shares are initially calculated, then the proportionate share of each Customer in the Service Area shall be adjusted accordingly. A Charter Customer may, with Commission approval, adjust the charges for each Customer based on factors such as the water consumption of each Customer and whether the Customer is a residential or commercial or industrial Customer.

5.7. Loans from Charter Customers to Customers. Each Charter Customer receiving a loan from the Commission shall offer twenty (20) year loans to residential Customers at a rate of two percent (2%) per annum for each residential Customer's proportionate share of Service Costs, as determined in accordance with Section 5.6. Interest payments will be due annually during the period of the loan, beginning in year one. Principal payments of equal installments will be due annually beginning six years after the loan is made. Each Charter Customer shall offer twenty (20) year loans to commercial and industrial Customers at the Market Rate as of the date of the loan for each commercial or industrial Customer's proportionate share of Service Costs, as determined in accordance with Section 5.6. Interest payments will be due annually during the period of the loan, beginning in year one. Principal payments will be due annually beginning six years after the loan is made. If the proportionate share of each Customer in a Service Area is adjusted pursuant to Section 5.6, then the loan amounts and repayment amounts will be recalculated accordingly. The twenty (20) year loan term shall apply only to Customers who enter into loan agreements when loans are initially offered in a Service Area. Customers who enter into loan agreements after loans were initially offered in a Service Area shall have only the remaining number of years to repay the loan as Customers who entered into loan agreements when loans were initially offered. For example, if the loan is taken in year 1, the Customer shall have twenty (20) years to repay the loan; if the loan is taken in year 5, the Customer shall have fifteen (15) years to repay the loan. Furthermore, Customers who enter into loan agreements after loans were initially offered in a Service Area shall be responsible

for interest payments as if they entered into a loan agreement when loans were initially offered. For example, if the loan is taken in year 1, the Customer shall begin paying interest in year 1 through the term of the loan; if the loan is taken in year 5, the Customer shall be responsible for paying interest for years 1-4, as well as paying interest from year 5 through the term of the loan. The form of the loan agreement offered by a Charter Customer to a Customer will be reviewed by the Commission prior to its use.

5.8. Potential Grant Programs. The Task Force shall advise the Commission as to the extent to which grants may be available (a) to assist in providing financing for the provision of service in each Service Area, and (b) to assist Customers from Service Areas who are unable to afford Customer Costs.

5.9. Grants to Customers. The County and the Charter Customer that provides service to a Service Area will cooperate in order to obtain and distribute grants to assist Customers who satisfy applicable grant criteria.

ARTICLE SIX

TERMS OF SERVICE

6.1. Lake Water to be Made Available as Soon as Practicable. A Charter Customer will make Lake Water available as soon as practicable from its existing Water Allocation to a Service Area.

6.2. Condition of Service to Secondary Service Areas. If service can only be provided to a Secondary Service Area through a New Main, then, as a condition of being eligible to receive service under the terms of this Agreement:

a. a special service area, as described above in Section 5.4, must be implemented in the Secondary Service Area; or

b. if the implementation of a special service area is rejected in a Secondary Service Area, or for any other reason a special service area cannot be implemented in a Secondary Service Area, at least seventy percent (70%) of property owners within the Secondary Service Area must sign a pre-annexation agreement or a water service or water loan agreement with the Charter Customer providing service to the Secondary Service Area.

If these conditions are not met and service under the terms of this Agreement is not provided in a Secondary Service Area, the County and the Charter Customer that was to provide service to the Secondary Service Area shall be reimbursed by the Commission for reasonable costs related to attempting to provide service to the Secondary Service Area, such as, but not limited to, engineering costs and costs related to preparation of establishment of a special service area.

6.3. Service from an Existing Main. Pursuant to the other terms of this Agreement, Charter Customers shall offer access to an Existing Main:

- a. immediately after a Customer from a Service Area signs a pre-annexation agreement with the Charter Customer, if such an agreement is required by the Charter Customer as a condition of receiving Lake Water; or
- b. within ninety (90) days of the execution of this Agreement, if a pre-annexation agreement is not required by the Charter Customer.

6.4. Service from a New Main. Within thirty (30) days of the date that a Service Area becomes eligible for service from a New Main, or by the date determined by the Commission if the Charter Customer submits, and the Commission approves, a written request to the Commission for an extension of the thirty (30) day period, the Charter Customer serving the Service Area shall provide a schedule to the County that shall include necessary engineering and construction considerations, including projected completion dates, related to construction and installation of the New Main. If the County determines that the project completion date for the construction of the New Main is unacceptable because (a) of life, safety, and health concerns of the County related to providing Lake Water to the Service Area, and (b) the County has the ability to provide service to the Service Area more rapidly, then the County may submit a request to the Task Force to expedite the construction of the New Main. The Charter Customer may submit evidence to the Task Force and the Commission regarding the reasonableness of the Charter Customer's proposed project completion date. The Task Force shall make a recommendation to the Commission regarding whether the County's request should be granted. The Commission shall review the Task Force's recommendation and shall determine whether to approve the County's request. If the Commission approves the County's request, the New Main will be built to the specifications of the Charter Customer providing Lake Water to the Service Area. Upon completion, the New Main will be dedicated by the County to the Charter Customer providing service to the Service Area. The Commission will reimburse the County for its share of Service Costs related to providing service to the Service Area in the same manner as the Charter Customer is reimbursed. The Commission will charge these costs to the Charter Customer providing service to the Service Area. In order to repay these costs, the Charter Customer will be entitled to a loan from the Commission and the Customers in the Service Area will be entitled to a loan from the Charter Customer under the terms described in Article Five of this Agreement. To the extent not expressly provided for herein, the County and each Charter Customer do not waive any legal rights to act independently from this Agreement in order to construct New Mains or to take any other actions necessary to provide water service.

6.5. Notice to Potential Customers from Service Areas. After a method of financing service is determined for a Service Area, the Charter Customer providing service to the Service Area shall give notice of the Service Costs to Potential Customers from the Service Area. Potential Customers offered Lake Water from an Existing Main shall have a period of no less than ninety (90) days from the date that Service Cost information is sent to them for initial consideration of whether they wish to receive service from the Charter Customer. Potential Customers offered Lake Water from a New Main shall have a period of no less than six months from the date that Service Cost information is sent to them for initial consideration of whether they wish to receive service from the Charter Customer. Service Cost information shall be determined as described above in Sections 5.2 and 5.3.

6.6. Cooperation Concerning Customers. The County, the Commission, and the Charter Customers shall cooperate in efforts to maximize the number of Customers from Service Areas who receive Lake Water. Such cooperation shall include, but not be limited to: (a) public relations activities and other forms of publicity detailing the benefits of receiving Lake Water; (b) establishing a public record that an area is contaminated and notifying property owners of the contamination; and (c) such other activities upon which the County, the Commission, and the Charter Customers agree.

6.7. Cooperation Concerning Property Acquisition. The County, the Commission, and the Charter Customers shall cooperate in acquiring property rights necessary to provide service under the terms of this Agreement.

6.8. Limitations on Conditions and on Annexation. A Charter Customer may require that each Customer enter into a pre-annexation agreement or, where annexation is not a condition of service, a water service or water loan agreement with the Charter Customer as a pre-condition of receiving Lake Water from the Charter Customer under the terms of this Agreement. Any such agreement shall not require annexation earlier than ten years from the end of the respective initial consideration periods described in Section 6.5. During the period before annexation, a Charter Customer will not require implementation of any conditions on the provision of Lake Water to a Customer, except those set forth in a pre-annexation agreement that are allowed by generally applicable laws, ordinances, rules, and regulations related to the receipt and use of Lake Water (such as sprinkling limitations and sanitary plumbing requirements). Except as provided herein, Charter Customers do not waive any annexation rights to which they may be entitled under State law or under pre-existing annexation agreements or pre-annexation agreements.

6.9. Right to Discontinue Service. To the extent authorized by law, Charter Customers shall have the right to discontinue service to any Customer of a Service Area who receives Lake Water from the Charter Customer if the Customer of the Service Area:

- a. fails to meet regular payment obligations for Lake Water;
- b. fails to pay appropriate costs related to the costs of receiving service, including the Customer's share of Service Costs; or
- c. breaches a pre-annexation agreement with the Charter Customer.

Furthermore, to the extent authorized by law, a lien will attach to the property of the Customer of the Service Area in the amount that the Customer is in default to the Charter Customer providing Lake Water.

6.10. Ability to Charge Differential Rate. A Charter Customer may provide Lake Water to Customers of a Service Area at a differential rate than to a Charter Customer's own municipal customers so long as the rate is not unreasonably discriminatory as described in Illinois common law.

ARTICLE SEVEN

DEFAULTS AND REMEDIES

7.1. Commission Default and County and Charter Customer Remedies. The occurrence of the following shall constitute a default by the Commission under this Agreement: failure by the Commission to observe and perform any covenant, condition, or agreement on its part to be observed or performed hereunder and the continuation of the same for thirty (30) days after the Commission's receipt of written notice thereof from either the County or any Charter Customer (which notice shall be provided to all parties to this Agreement); provided, however, if such matter cannot with due diligence be remedied by the Commission within such thirty (30) day period, and the Commission shall have diligently prosecuted the remedying of such failure within such thirty (30) days, such period shall be extended by such additional time period as may be reasonably required by the Commission to cure or correct such matter.

If the Commission defaults under this Agreement, the remedies of a Charter Customer or the County, as affected, shall be limited to an action in equity against the Commission to enforce or compel performance of this Agreement and actions for mandamus and specific performances of the Commission's obligations to the extent allowed by law. Election of any permitted remedy shall not be a waiver of any other permitted remedy, but each of the other parties to this Agreement agree that it will not seek, and does not have the right to seek, a judgment or to recover a judgment for monetary damages against the Commission.

7.2. County Default and Commission and Charter Customer Remedies. The occurrence of the following shall constitute a default by the County under this Agreement: failure by the County to observe and perform any covenant, condition, or agreement on its part to be observed or performed hereunder and the continuation of the same for thirty (30) days after the County's receipt of written notice thereof from either the Commission or any Charter Customer (which notice shall be provided to all parties to this Agreement); provided, however, if such matter cannot with due diligence be remedied by the County within such thirty (30) day period, and the County shall have diligently prosecuted the remedying of such failure within such thirty (30) days, such period shall be extended by such additional time period as may be reasonably required by the County to cure or correct such matter.

If the County defaults under this Agreement, the remedies of a Charter Customer or the Commission, as affected, shall be limited to an action in equity against the County to enforce or compel performance of this Agreement and actions for mandamus and specific performances of the County's obligations to the extent allowed by law. Election of any permitted remedy shall not be a waiver of any other permitted remedy, but each of the other parties to this Agreement agree that it will not seek, and does not have the right to seek, a judgment or to recover a judgment for monetary damages against the County.

7.3. Charter Customer Default and Commission and County Remedies. The occurrence of any or more of the following matters shall constitute a default by a Charter Customer under this Agreement: failure by a Charter Customer to observe and perform any covenant, condition, or agreement on its part to be observed or performed hereunder and the continuation of the same for thirty (30) days after the Charter

Customer's receipt of written notice thereof from either the County or the Commission (which notice shall be provided to all parties to this Agreement); provided, however, if such matter cannot with due diligence be remedied by the Charter Customer within such thirty (30) day period, and the Charter Customer shall have diligently prosecuted the remedying of such failure within such thirty (30) days, such period shall be extended by such additional time period as may be reasonably required by the Charter Customer to cure or correct such matter.

If a Charter Customer defaults under this Agreement, the remedies of the County or the Commission, as affected, shall be limited to an action in equity against the Charter Customer to enforce or compel performance of this Agreement and actions for mandamus and specific performances of the Charter Customer's obligations to the extent allowed by law. Election of any permitted remedy shall not be a waiver of any other permitted remedy, but each of the other parties to this Agreement agree that it will not seek, and does not have the right to seek, a judgment or to recover a judgment for monetary damages against the Charter Customer.

7.4. Force Majeure. In case by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, terrorism, acts of terror, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or of any Charter Customer to deliver Lake Water hereunder, or of any Charter Customer to receive Lake Water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any "Force Majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. The Task Force shall make a recommendation to the Commission, which shall determine if force majeure which renders any of the parties unable to perform under this Agreement shall relieve a Charter Customer of its obligations to make payments to the Commission that may be required under Section 5.

ARTICLE EIGHT

MISCELLANEOUS

8.1. Effective Date and Term. The County and the Commission shall authorize and execute this Agreement and offer it to the Charter Customers. Each Charter Customer shall have until November 1, 2002, to authorize the execution of and execute a counterpart of this Agreement as acceptance hereof and to file same with the Clerk of the Commission. This Agreement will become effective on the date upon which the first Charter Customer shall have executed and filed a counterpart hereof (the "Effective Date"). If effective as hereinabove provided, this Agreement shall continue in full force and effect (a) for a period of forty (40) years after the Effective Date or (b) until the termination of the Commission, whichever is earlier. The County, the Commission, and the Charter Customers agree to begin consideration of whether an extension of this Agreement is necessary not later than three (3) years prior to the end of the term of this Agreement.

8.2. Assignment. Neither the County, nor the Commission, nor any Charter Customer may assign, convey, or transfer this Agreement, or any part hereof, without prior written consent of the other parties to this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties hereto.

8.3. Entire Agreement. This Agreement represents the entire agreement between the County, the Commission, and the Charter Customers that execute this Agreement with respect to the obligations and transactions to be performed hereunder, and supersedes all prior negotiations, proposals, term sheets, representations, or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument signed by the County, the Commission, and each of the Charter Customers that executes this Agreement. Nothing in this Agreement shall supersede, modify, terminate, or alter in any way the terms and provisions of the Water Purchase and Sale Contract, which shall remain in full force and effect.

8.4. Notices. All notices or communications provided for herein shall be in writing and shall be delivered to the County, the Commission, or the Charter Customers affected either in person or by United States mail, via registered mail, return receipt requested, postage prepaid, addressed to the principal office thereof.

Any action hereunder to be taken by the County, the Commission, or any Charter Customer may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk of the County, the Commission, or such Charter Customer.

8.5. No Waiver. No course of dealing or failure of the County, the Commission, or any Charter Customer to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.

8.6. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any

person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

8.7. Limitation on Commission's Financial Commitment. Notwithstanding any other provision of this Agreement, at no time during the term of this Agreement shall the Commission's total financial commitment under this Agreement exceed ten million dollars (\$10,000,000).

8.8. Governing Law. This Agreement shall be governed by and construed exclusively under the applicable laws of the State of Illinois, without regard to conflicts of law principles.

8.9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed by their duly authorized officers, all on the date set opposite their respective corporate names.

DUPAGE WATER COMMISSION

By:

Chairman

Date: _____

[SEAL]

Attest:

By: _____

Clerk

COUNTY OF DUPAGE, ILLINOIS

By:

Chairman

Date: _____

[SEAL]

Attest:

By: _____

[CITY/VILLAGE] OF _____,
ILLINOIS

By:

[Mayor/President]

Date: _____

[SEAL]

Attest:

By: _____

[City/Village] Clerk



DuPage Water Commission

MEMORANDUM

TO: Chairman and Commissioners

FROM: General Manager

DATE: August 2, 2002

SUBJECT: Summary of Action Since the Previous Meeting

1. Purchase Order No. 7068 is for C-Factor tests that have been annually conducted by Pitometer Water Services on various Commission water mains. The purpose of these tests is to determine trends of internal roughness coefficients in the Commission's large diameter transmission mains. Pitometer Water Services Group of Severn Trent Pipeline Services has performed all previous tests.
2. The municipalities of District 1 have elected Mayor Larry Hartwig of Addison as their municipal representative to the Commission. Commissioner Hartwig will replace Joseph Devlin who has served as Commissioner since July of 1984.
3. Resolution R-29-02 Accepts the Proposal of McGladrey & Pullen, LLP for Audit Services for the Commission.
4. Resolution R-31-02 approves the second amendment to Work Task Order No. 2 for the Schaumburg emergency interconnections. This amendment authorizes Alvord, Burdick & Howson to design a fence and access drive to the site to incorporate the new pumping station and access from Central Avenue rather than the railroad right of way.



DuPage Water Commission

MEMORANDUM

TO: Commissioners

FROM: Mike Vondra

DATE: August 1, 2002

SUBJECT: Committee Assignments

Dick Thorn has assisted us to survey the commissioners regarding their interest and preferences for committee assignments. Because of the need to discuss proposed assignments with the new Commissioners (i.e. two new county commissioners and Larry Hartwig), I am deferring my committee recommendations until the September Commission meeting.

The following are current status of the committees and are in effect for the August Commission meeting.

Administration

William Mueller, Chair
Brian Krajewski
Richard Thorn

Engineering

Allan Poole, Chair
Ray Benson
James Liljegren
William Mueller
Neil Pollock
Jack Tenison
Greg Wilcox

Finance

Brian Krajewski, Chair
Allan Poole
Robert Tolentino

Larry Hartwig is on vacation and will be present at the September meeting.

In the recent survey I received not only committee assignment preferences but also recommendations for issues to be addressed in the current year. If anyone didn't have the opportunity to recommend issues to be addressed let me know or see me at the next Commission meeting.

DU PAGE WATER COMMISSION**RESOLUTION NO. R-30-02****A RESOLUTION APPROVING CERTAIN
CONTRACT CHANGE ORDERS AT THE
AUGUST 8, 2002 DU PAGE WATER COMMISSION MEETING**

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

SECTION ONE: The Change Order set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Order is germane to the original contracts as signed and/or the Change Order is in the best interest of the DuPage Water Commission and authorized by law.

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 _____, 2002.

Chairman

ATTEST:

Acting Clerk

Board\Resolutions\R-30-02.doc

Exhibit 1

Resolution R-30-02

1. Change Order No. 1: Boiler Replacement in the amount of \$435.85
2. Change Order No. 2: Boiler Replacement in the amount of \$447.35
3. Change Order No. 5: Contract SS-3 (DWC/Schaumburg Emergency Interconnection) in the amount of \$4,640.25
4. Change Order No. 13: Contract TW-1 (West Transmission Main) in the amount of \$83,806.95

Total amount of the Change Orders is \$89,330.40.

Purchase Order



DU PAGE WATER COMMISSION

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

P.O. No 7068	
DATE 8/8/02	DATE REQUIRED ASAP
TERMS NET 45 DAYS TAX EXEMPT	
SHIP VIA BEST WAY	
FOB	

TO: SEVERN TRENT SERVICES	SHIP TO: Attn: Ed Nawrocki
PITOMETER PIPELINE SERVICES 20 N. Wacker Drive - Suite 1530	Above Address
Chicago, IL 60606	

1-800-698-1321 Fax: 312-580-2691

QTY.	UNIT	PLEASE SUPPLY ITEMS BELOW	UNIT PRICE	AMOUNT
		Conduct Hazen-Williams "C" value tests on selected		\$31,000.00
		sections of large diameter water main per your		
		proposal dated July 26, 2002.		
		The sum will cover the services of your engineer with		
		vehicle, living and traveling expenses; use of the		
		necessary field equipment, including special equipment		
		shipping expenses and five copies of final report.		
		TOTAL.....		\$31,000.00

IMPORTANT

This Purchase Order Number must appear on all invoices, acknowledgments, bills of lading, correspondence and shipping cartons. Please notify us if you are unable to ship complete order by date specified.

(ACCT. # WF-6632)

Please send 2 copies of your invoice

James J. Holzwart AUTHORIZED SIGNATURE

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 03-Jul-02 TO 01-Aug-02

ACPA0208 - ACPATEMP
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

08/08/02

- a - Subject to submission of all contractually required documentation.
b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.
c - Construction items are coded with account numbers in the 7000 series.
d - Amount to be deducted from construction contract

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
A.N.S.I., Inc.	30156	07/09/02	Window Washing DPPS: July 2002	WF-6622	298.50	298.50
Acres Group, Inc.	792	08/01/02	Landscape Mgmt Serv: August 2002	WF-6622	4,373.75	
Acres Group, Inc.	944	07/23/02	Treatment to Kill Turf Insects	WF-6622	700.00	
Acres Group, Inc.	946	07/23/02	Tree Replacement, Perennials, Annuals, and Shrubs	WF-6622	3,000.00	8,073.75
Advance Mechanical Contractors, Inc.	MS-13	07/11/02	Cont. MS-13: Partial Invoice No. 4	WF-7100	56,008.57 a	
Advance Mechanical Contractors, Inc.	MS-13	07/11/02	Cont. MS-13: Partial Invoice No. 4	WF-1398	56,008.57 a	
Advance Mechanical Contractors, Inc.	MS-13	07/11/02	Cont. MS-13: Partial Invoice No. 4	WF-5900	(56,008.57) a	
Advance Mechanical Contractors, Inc.	MS-13	07/11/02	Cont. MS-13: Partial Invoice No. 4	WF-3520	(5,600.86) a	
Advance Mechanical Contractors, Inc.	MS-13	07/11/02	Cont. MS-13: Partial Invoice No. 4	WF-3700	(50,200.00) a	207.71
Advantage Trailers & Hitches	15585	07/08/02	15" Tire Rim: M-86773	WF-6641	33.96	33.96
Aerex Pest Control	564001	06/27/02	Exterminator: June 2002	WF-6622	45.00	
Aerex Pest Control	566763	07/18/02	Exterminator: July 2002	WF-6622	45.00	90.00
AES NewEnergy, Inc.	0297187001	07/26/02	DPPS Electric Service: 06/24/02-07/24/02	WF-6612	239,167.52	239,167.52
Alternative Business Suppliers Incorporated	34242	07/15/02	Office Supplies	WF-6521	98.50	98.50
Alvord, Burdick & Howson	60	07/31/02	Naperville Rd. to Diehl Rd.: 06/25/02-07/24/02	WF-7913	7,965.88	
Alvord, Burdick & Howson	60	07/31/02	Diehl Rd. to 75th: 06/25/02-07/24/02	WF-7913	21,154.36	
Alvord, Burdick & Howson	60	07/31/02	Butterfield Rd. to Prairie Path: 06/25/02-07/24/02	WF-7913	46,622.94	
Alvord, Burdick & Howson	2002-209	07/31/02	Blow-Off Valve Improvement Tsk Odr. #9: 06/25/02-07/24/02	WF-6389	831.45	
Alvord, Burdick & Howson	2002-210	07/31/02	GIS Utility Mapping Task Order # 10: 06/25/02-07/24/02	WF-6389	920.27	
Alvord, Burdick & Howson	2002-211	07/31/02	72" Along Rt. 83 (TIB-1) Task Order # 11: 06/25/02-07/24/02	WF-7913	14,831.44	
Alvord, Burdick & Howson	92 OT	07/31/02	Butterfield Rd. to Prairie Path - TW-2: 06/25/02-07/24/02	WF-7913	294.65	92,620.99
Ameritech	6308940725	07/04/02	Tank Site #1: 07/04/02-08/03/02	WF-6514	36.91	
Ameritech	6308340100	07/22/02	Service DPPS: 07/22/02-08/21/02	WF-6514	639.18	
Ameritech	708Z096241	07/16/02	Backup Telemetry Serv: 07/16/02-08/15/02	WF-6514	703.50	1,379.59

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 03-Jul-02 TO 01-Aug-02

ACPA0208 - ACPATEMP
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

08/08/02

- a - Subject to submission of all contractually required documentation.
b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.
c - Construction items are coded with account numbers in the 7000 series.
d - Amount to be deducted from construction contract

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
ASCO Services Inc.	218709	07/02/02	Service Agreement: 08/14/02-08/13/03	WF-6622	495.00	495.00
AT&T	6308940725	07/03/02	Long Dist. Serv. DPPS Tank Site #1: 06/03/02-07/03/02	WF-6514	20.72	
AT&T	6308340100	06/25/02	Long Dist. Serv. DPPS: 05/25/02-06/25/02	WF-6514	172.63	193.35
AT&T Wireless Service - Chicago	150038750	06/28/02	Cellular Phone Serv. For 3 Phones: 05/27/02-06/26/02	WF-6514	232.97	232.97
Avalon Petroleum Company	369376	06/25/02	Gasoline	WF-6642	1,476.00	
Avalon Petroleum Company	370089	07/12/02	Gasoline	WF-6642	1,231.13	2,707.13
Basic Chemical Solutions LLC	S216460	06/27/02	Sodium Hypochlorite	WF-6613	3,163.50	
Basic Chemical Solutions LLC	S218759	07/15/02	Sodium Hypochlorite	WF-6613	2,250.00	5,413.50
Bloomington, City of, Visitation Day		07/16/02	ISAWWA Visitation Day, Continuing Education	WF-6133	90.00	90.00
CDW Government, Inc.	GI84636	07/18/02	Sony Digital Camera & Case	WF-6637	699.41	699.41
Chicago Engraving & Design Studios, Inc.	283	07/09/02	Commissioner Name Plate	WF-6590	10.00	
Chicago Engraving & Design Studios, Inc.	285	07/11/02	Gavel for Commission Meetings	WF-6590	25.95	
Chicago Engraving & Design Studios, Inc.	292	07/31/02	Commissioner Plaques & Name Plate	WF-6590	205.00	240.95
Chicago, City of: Dept. of Water	Ltr.	07/03/02	Operation Costs Lex. Sta.:03/01/02-03/31/02	WF-6611	37,158.39	37,158.39
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	08/01/02	Water Supply: 07/01/02-07/31/02	WF-1910	(923,241.83)	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	08/01/02	Water Supply: 07/01/02-07/31/02	WF-6611	4,616,208.63	3,692,966.80
Cleveland, R. U.G. Tech., Corp	TE-5	07/24/02	Cont. TE-5: Partial Invoice No. 9	WF-7500	14,338.00 a	
Cleveland, R. U.G. Tech., Corp	TE-5	07/24/02	Cont. TE-5: Partial Invoice No. 9	WF-3520	39,583.82 a	53,921.82

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 03-Jul-02 TO 01-Aug-02

ACPA0208 - ACPATEMP
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

08/08/02

a - Subject to submission of all contractually required documentation.

b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.

c - Construction items are coded with account numbers in the 7000 series.

d - Amount to be deducted from construction contract

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Commonwealth Edison	Various	07/29/02	CP Station: 06/14/02-07/16/02	WF-6612	33.32	
Commonwealth Edison	Various	07/29/02	Meter Sta. Serv.: 04/30/02-07/29/02	WF-6612	2,982.26	
Commonwealth Edison	Various	07/29/02	Remote Opr. Valve: 05/29/02-07/26/02	WF-6612	509.80	
Commonwealth Edison	Various	07/29/02	Tank Sites: 04/18/02-07/25/02	WF-6612	673.78	4,199.16
Connelly, GF Mechanical Contractors Inc.	3	07/30/02	Boiler Replacement: Partial Invoice No. 3	WF-6622	95,260.91 a	
Connelly, GF Mechanical Contractors Inc.	3	07/30/02	Boiler Replacement: Partial Invoice No. 3	WF-3520	(9,526.09) a	85,734.82
Construction Safety Councils	5263	07/12/02	Excavation Competent Person Course: J. Salz	WF-6132	125.00	125.00
CTE Engineers, Inc.	44140272.3-17	07/11/02	Engineering Services - MS-13: 05/25/02-06/28/02	WF-7914	806.08	
CTE Engineers, Inc.	44140396.3-03	07/11/02	Engineering Services - MS-15: 05/25/02-06/28/02	WF-7914	339.53	1,145.61
Divane Bros. Electric Co.	QRE1-002A	07/31/02	DPPS Security System Rewiring	WF-6633	3,191.33 a	3,191.33
Du Page Rent-All, Inc.	237000	07/16/02	Mini-Excavator Rental	WF-6625	200.00	200.00
Elmhurst Plaza Standard, Inc.	22896	07/08/02	Vehicle Maintenance: M-78556	WF-6641	178.85	
Elmhurst Plaza Standard, Inc.	22897	07/08/02	Vehicle Maintenance: M-79697	WF-6641	135.15	
Elmhurst Plaza Standard, Inc.	14618	07/16/02	Diesel Fuel	WF-6642	13.00	
Elmhurst Plaza Standard, Inc.	22958	07/23/02	Vehicle Maintenance: M-63638	WF-6641	22.50	349.50
Exelon Service, Inc.	145000499	07/25/02	Maintenance Supplies	WF-6622	209.00	209.00
Federal Express Corp.	4-292-43727	07/02/02	Messenger Service	WF-6532	69.87	
Federal Express Corp.	4-293-51006	07/24/02	Messenger Service	WF-6532	316.70	
Federal Express Corp.	7-143-74281	07/16/02	Messenger Service	WF-6532	17.41	403.98
First USA Bank, NA	311806002454	07/03/02	Meeting Expense	WF-6590	52.90	
First USA Bank, NA	311806002454	07/03/02	AWWA Annual Conference: R. Martin	WF-6131	1,044.42	
First USA Bank, NA	311806002470	07/03/02	Replenish I-PASS Transponder: M-82136	WF-6131	50.00	1,147.32

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 03-Jul-02 TO 01-Aug-02

ACPA0208 - ACPATEMP
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

08/08/02

a - Subject to submission of all contractually required documentation.

b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.

c - Construction items are coded with account numbers in the 7000 series.

d - Amount to be deducted from construction contract

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Flowserve FSD Corporation	M569942	07/29/02	Pumping Operations	WF-6621	19.75	19.75
Grainger	495-411792-7	07/26/02	Maintenance Supplies	WF-6622	169.54	
Grainger	937-303513-9	07/11/02	Maintenance Supplies	WF-6622	270.98	440.52
Holland & Knight		07/18/02	Legal Services: June 2002	WF-7951	789.00	
Holland & Knight		07/18/02	Legal Services: June 2002	WF-6251	21,894.20	22,683.20
Home Depot	9999	07/30/02	Tank Site #1 Maintenance	WF-6633	43.44	
Home Depot	30242	07/01/02	Maintenance Supplies	WF-6622	59.93	
Home Depot	1010868	07/30/02	Meter Station Maintenance	WF-6633	218.87	
Home Depot	7041829	07/24/02	Maintenance Supplies	WF-6622	6.68	328.92
HSQ Technology	4939	07/25/02	SCADA Support Service: 07/01/02-07/31/02	WF-6624	450.00	450.00
Illinois Paper Company	556734	07/29/02	Office Supplies	WF-6521	15.99	
Illinois Paper Company	556751	07/29/02	Office Supplies	WF-6521	387.97	403.96
Illinois State Police		07/03/02	Radio Communication Service: July - September 2002	WF-6641	1,282.50	1,282.50
Inovata Security Solutions, Inc.	RNS071202	07/22/02	Window Security Film Installation at DPPS	WF-6622	2,070.21	2,070.21
J.U.L.I.E.	06-02-0290	07/02/02	Utility Locates: June 2002	WF-6634	3,767.20	3,767.20
Joliet Junior College		07/25/02	Basic Elec.Cirt./Digital Multimeter Cert.Courses: Ellingsworth	WF-6132	490.00	490.00
Kara Company Inc.	125990	07/12/02	Locating Paint	WF-6634	354.00	354.00
Kuhn, Harry W. Construction Co., Inc.	TW-1	07/30/02	Cont. TW-1: Partial Invoice No. 27	WF-7500	96,116.95 a	
Kuhn, Harry W. Construction Co., Inc.	TW-1	07/30/02	Cont. TW-1: Partial Invoice No. 27	WF-3520	90,250.36 a	186,367.31
Mayer, Brown, Rowe & Maw		08/01/02	Partial Pymt for Legal Work - Intergovernmental Agreement	WF-6259	50,000.00	50,000.00

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 03-Jul-02 TO 01-Aug-02

ACPA0208 - ACPATEMP
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

08/08/02

- a - Subject to submission of all contractually required documentation.
b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.
c - Construction items are coded with account numbers in the 7000 series.
d - Amount to be deducted from construction contract

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
McMaster-Carr Supply Company	57542895	07/16/02	Building Maintenance	WF-6622	127.61	
McMaster-Carr Supply Company	57985699	07/26/02	Maintenance Supplies	WF-6622	139.92	267.53
Mel's Ace Hardware	Various	07/25/02	Office Supplies - July 2002	WF-6521	4.84	
Mel's Ace Hardware	Various	07/02/02	Maintenance Supplies - July 2002	WF-6622	195.45	
Mel's Ace Hardware	Various	07/02/02	Pipeline Supplies - July 2002	WF-6637	66.40	
Mel's Ace Hardware	Various	07/04/02	Vehicle Maintenance - July 2002	WF-6641	70.59	337.28
Menards - Hillside	71450	07/23/02	Maintenance Supplies	WF-6622	25.50	25.50
Naperville, City of	132859	07/08/02	Building Inspections: MS-14	WF-7100	61.00	61.00
Naperville, City of	Various	07/19/02	Meter Sta. Service: 05/24/02-07/15/02	WF-6612	1,129.68	1,129.68
National City Bank of Indiana		07/23/02	Custodial Fees: June 2002	WF-6233	924.80	924.80
Neenah Foundry Company	20160	07/23/02	Replacement Blow Off Valve Frame & Lids	WF-6637	1,690.00	1,690.00
Nextel	0010936957-9	07/09/02	Cellular Phone Serv.: 06/09/02-07/08/02	WF-6514	66.72	66.72
North Shore Uniform	2601	07/08/02	Uniforms: K. Driscoll	WF-6626	509.45	509.45
Orr Safety	1865482	07/05/02	Tower Climbing Harness	WF-6622	147.07	147.07
Personal Communications	12375	06/28/02	Office Equipment Repairs	WF-6550	852.60	852.60
Petty Cash, B. Slowinski, Custodian		07/23/02	Gasoline & Diesel	WF-6642	104.91	
Petty Cash, B. Slowinski, Custodian		07/23/02	Vehicle Maintenance	WF-6641	53.48	
Petty Cash, B. Slowinski, Custodian		07/23/02	Postage Reimbursement	WF-6532	(42.46)	
Petty Cash, B. Slowinski, Custodian		07/23/02	Replenish I-PASS Transponder: M-127481	WF-6131	40.00	
Petty Cash, B. Slowinski, Custodian		07/23/02	Meter Testing	WF-6623	13.25	
Petty Cash, B. Slowinski, Custodian		07/23/02	Office Supplies	WF-6521	7.35	

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 03-Jul-02 TO 01-Aug-02

ACPA0208 - ACPATEMP
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

08/08/02

- a - Subject to submission of all contractually required documentation.
b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.
c - Construction items are coded with account numbers in the 7000 series.
d - Amount to be deducted from construction contract

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Petty Cash, B. Slowinski, Custodian		07/23/02	Meter Station Maintenance	WF-6633	24.21	
Petty Cash, B. Slowinski, Custodian		07/23/02	Meeting Expenses	WF-6590	155.94	
Petty Cash, B. Slowinski, Custodian		07/23/02	Freedom of Information	WF-5900	(1.00)	355.68
Primera	13034	07/08/02	Heating System Engineering: 06/01/02-06/30/02	WF-6389	3,675.00	
Primera	13035	07/08/02	Heating System Engineering - Res. Eng.: 06/01/02-06/30/02	WF-6389	1,064.04	4,739.04
Red Wing Shoe Store	450028314	07/17/02	Safety Shoes: M. Becton	WF-6626	136.00	136.00
Rossi Contractors, Inc.	49404	07/18/02	Insurance and Bond for QR-5/00	WF-6631	3,624.99	3,624.99
Rossi Contractors, Inc.	BOV-1	07/23/02	Cont. BOV-1: Partial Invoice No. 1	WF-6631	156,740.51 a	
Rossi Contractors, Inc.	BOV-1	07/23/02	Cont. BOV-1: Partial Invoice No. 1	WF-3520	(15,674.05) a	
Rossi Contractors, Inc.	BOV-1	07/23/02	Cont. BOV-1: Partial Invoice No. 1	WF-3530	(2,400.00) a	138,666.46
Rossi Contractors, Inc.	TW-2	07/26/02	Cont. TW-2: Partial Invoice No. 24	WF-7500	156,966.19 a	
Rossi Contractors, Inc.	TW-2	07/26/02	Cont. TW-2: Partial Invoice No. 24	WF-3520	(15,696.62) a	
Rossi Contractors, Inc.	TW-2	07/26/02	Cont. TW-2: Partial Invoice No. 24	WF-3530	(480.00) a	140,789.57
Royal Office Products	316938	07/03/02	Office Supplies	WF-6521	51.07	
Royal Office Products	318805	07/05/02	Office Supplies	WF-6521	164.40	215.47
SBC Ameritech	2220004	07/01/02	Pager Service: 07/01/02-07/31/02	WF-6514	131.71	131.71
Seeco Consultants, Inc.	10319	07/23/02	Material Testing Services - TW-2: 06/16/02-07/15/02	WF-7962	6,910.50 a	
Seeco Consultants, Inc.	10319	07/23/02	Material Testing Services - BOV-1: 06/16/02-07/15/02	WF-6389	2,287.25 a	9,197.75
Sooper Lube	5172	07/06/02	Vehicle Maintenance: M-99818	WF-6641	28.95	
Sooper Lube	6262	07/19/02	Vehicle Maintenance: M-63637	WF-6641	23.95	
Sooper Lube	6766	07/26/02	Vehicle Maintenance: M-78556	WF-6641	23.95	76.85

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 03-Jul-02 TO 01-Aug-02

ACPA0208 - ACPATEMP
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

08/08/02

- a - Subject to submission of all contractually required documentation.
b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.
c - Construction items are coded with account numbers in the 7000 series.
d - Amount to be deducted from construction contract

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Specialty Mat Service	163178	07/01/02	Floor Mat Service: 07/01/02	WF-6622	57.25	
Specialty Mat Service	164730	07/15/02	Floor Mat Service: 07/15/02, Maintenance Supplies	WF-6622	232.25	
Specialty Mat Service	166270	07/29/02	Floor Mat Service: 07/29/02	WF-6622	57.25	346.75
SPI Energy Group		07/01/02	Renegotiation of Power Supply Contract: 05/31/02-06/30/02	WF-6389	1,332.50	1,332.50
Thomas Pump Company, Inc.	20513	07/16/02	1/2 HP Sump Pumps	WF-6621	1,137.00	1,137.00
Thompson Elevator Inspection Service, Inc.	02-1785	07/06/02	Semi-Annual Elevator Inspection	WF-6622	50.00	50.00
ThyssenKrupp Elevator Company	319666	07/01/02	Elevator Maintenance: 07/01/02-07/31/02	WF-6395	203.94	203.94
Total Facility Maintenance, Inc.	110385	08/01/02	DPPS Cleaning Services: August 2002	WF-6622	1,867.50	1,867.50
Transcat	676842	07/16/02	Electric Testing Meter Repairs	WF-6624	175.00	175.00
Tree Towns Repro Service	636558	07/19/02	MS-15 Site Plans Building Permit	WF-7100	15.00	15.00
Verizon Wireless	6305692948	06/29/02	Cellular Phone Serv.: 06/29/02-07/28/02	WF-6514	91.39	
Verizon Wireless	6308462345	07/09/02	Cellular Phone Serv.: 07/09/02-08/08/02	WF-6514	85.44	
Verizon Wireless	6305692945	07/19/02	Cellular Phone Serv.: 07/19/02-08/18/02	WF-6514	63.43	
Verizon Wireless	7087104142	07/12/02	Cellular Phone Serv.: 07/12/02-08/11/02	WF-6514	73.48	313.74
Viking Office Products	91556	06/26/02	Office Supplies	WF-6521	65.92	
Viking Office Products	107490	07/02/02	Office Supplies	WF-6521	196.80	
Viking Office Products	170137	07/25/02	Office Supplies	WF-6521	88.45	351.17
Walsh, Knippen, Knight & Diamond Chartered		08/01/02	Partial Pymt for Legal Work - Intergovernmental Agreement	WF-6259	15,000.00	15,000.00

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 03-Jul-02 TO 01-Aug-02

ACPA0208 - ACPATEMP
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

08/08/02

- a - Subject to submission of all contractually required documentation.
- b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.
- c - Construction items are coded with account numbers in the 7000 series.
- d - Amount to be deducted from construction contract

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Waste Management North	1297408-2008-6	07/03/02	Refuse Disposal	WF-6622	144.51	144.51
Westchester Lock & Key Service, Inc.	32563	07/15/02	Keys for Vehicles	WF-6641	139.60	139.60
Xpect First Aid	343119935	07/29/02	First Aid Supplies	WF-6622	107.15	107.15
Total Accounts Payable						4,826,582.14 =====



DuPage Water Commission

MEMORANDUM

TO: Chairman & Commissioners

FROM: General Manager

DATE: July 31, 2002

SUBJECT: Residential Well Capping Requirements

Attached are the results of a survey of Commission municipal customers that was requested by Commissioner Benson. The following are the questions that were asked:

1. Did you sell bonds to construct modifications to your public water supply during the initial construction? _____ Yes _____ No
2. If you did sell bonds was there any kind of covenant to require the sealing of private residential wells? _____ Yes _____ No
3. When a residential unit connects to your public water supply do you require them to seal their private wells? _____ Yes _____ No

DuPage Water Commission
Residential Well Capping Survey

Customer	Reply from	Bonds Issued?	Bond Well Capping Covenant	Non- Potable Well Use Allowed
Addison	Steve Weinstock	No	N/A	No
Clarendon Hills	Kathy Redding	No	N/A	No
Glendale Heights	Jeff Mesch	No	N/A	No
Hinsdale	Orville Landry	No	N/A	No
Lisle	Dennis Michaels	No	N/A	No
Lombard	Angela Podesta	No	N/A	No
Westmont	Clifton Webb	No	N/A	No
Wheaton	Raymond Schnurstein	No	N/A	No
Wood Dale	Crail Wright	No	N/A	No
Oakbrook Terrace	Kris Hatfield	Yes	Yes	No
Winfield	Robert Orlando	Yes	No	No
Woodridge	John Perry	Yes	No	No
Bensenville	Dave Bird	No	N/A	Yes
Bloomington	Robert Maguire	No	N/A	Yes
Carol Stream	Al Turner	No	N/A	Yes
Downers Grove	D. Conley	No	N/A	Yes
Elmhurst	Dennis Streicher	No	N/A	Yes
Glen Ellyn	Bill Kuzia	No	N/A	Yes
Itasca	Glen Sullivan	No	N/A	Yes
Naperville	Allan Poole	No	N/A	Yes
Oak Brook	Michael Miranda	No	N/A	Yes
Roselle	Rob Burns	No	N/A	Yes
Villa Park	Vydas Juskelis	No	N/A	Yes
Darien	Rob Rodgers	Yes	No	Yes
Willowbrook	Dan Gombac	Yes	No	Yes



DuPage Water Commission

MEMORANDUM

TO: Chairman and Commissioners

FROM: General Manager

DATE: August 2, 2002

SUBJECT: Memo from Irene Stone to County Chairman Schillerstrom

At the last regularly scheduled Commission meeting, a copy of the attached memorandum was distributed to each member of the Commission. That memo contains a number of inaccuracies regarding the Commission's finances, which are hereby clarified for your benefit.

The DuPage Water Commission provides water to its customers on a wholesale basis. The terms and conditions, under which both charter and subsequent customers choose to retail, including applicable annexation requirements, are determined solely by Commission customers. The DuPage Water Commission has absolutely no involvement with nor any statutory authority regarding annexation.

The property tax that is referred to as being levied from 1986-1992 did indeed generate a total of \$18.5 million. However, those proceeds came from the entire Commission service area and not just from the unincorporated areas.

From October, 1987 through April, 2002, the Commission's 0.25% sales tax has generated \$387.5 million. Based on the most recent U.S. Census data and based on point of collection data provided by the State of Illinois for the period July, 2000 through June 30, 2001, 3.4% of the Commission's total sales tax amount was collected in unincorporated portions of DuPage County. The total 2000 DuPage County unincorporated population is 104,083. Of this total, Commission wholesale customers are currently serving 48,255 residents in the unincorporated portion of the County, which is 1.6% of the 3.4% total. It would appear therefore, that the sales tax being collected in unincorporated areas of the County that do not receive Lake Michigan water comes from the remaining 55,828 residents, which is approximately 1.8% of the 3.4% total.

The memo refers several times to the unincorporated part of the County population being 25%. While we have heard this reference before, we have never seen how that number has been formulated. According to 2000 U.S. Census data, 11.5% of the County population resides in unincorporated areas. (The 1990 U.S. Census showed 14.3% of the County's population residing in unincorporated areas.) Using the same ratio of unincorporated residents served (48,255) to unincorporated residents not served

(55,828) would indicate that the Commission serves 5.3% of the 11.5% total which means 6.2% of the county population in unincorporated areas currently have no access to lake water.

With regard to the rebates, which were in effect from FY 94-FY 98, the total amount returned to customers during this period amounted to \$66.3 million. No part of those rebates came from the \$63.4 million of fixed costs paid by charter customers for infrastructure between June 1989 and April 1992. The sources of those rebates (in millions) was as follows:

\$44.2 -	generated by rates from 5/93 through 4/98.
0.6 -	from pre-1984 municipal contributions
21.5 -	from either sales or property taxes as neither
	was specifically allocated as the source
<u>\$66.3</u> -	TOTAL

Regarding the reference to included units, it should be noted that an included unit is defined as a DuPage County local government that had, at the time the Commission's enabling legislation was adopted, not made any other arrangement to obtain its potable water from a source outside of the County. Individuals are not included units and they are not eligible, therefore, to receive an allocation from the state. DuPage County is an included unit that is not a member of the Commission and no longer holds an allocation under State of Illinois regulations.

The Commission's total outstanding debt is \$247.9 million, which consists of \$92.7 million of general obligation and \$155.2 million of revenue bonds. The final G.O. bond payment date is March 1, 2011 while the final revenue bond payment date is May 1, 2014.

From fiscal year 1986-1997 no sales tax was used to make revenue bond payments. Beginning in fiscal years 1998-2002, \$22.3 million of sales tax receipts has been allocated toward the retirement of Commission revenue bonds. This policy was established not only for the purpose of reducing customer water rates, but also to reduce the fixed cost obligation of future customers.

The Commission has total cash and investments (not just reserves) of \$191.7 million as of April 30, 2002. However, existing liabilities and commitments to fund required revenue bond reserves and to make bond payments amount to \$81.4 million. This leaves the Commission with total expendable cash of \$110.3 million as of April 30, 2002. This cash has been allocated to an emergency reserve of \$27.3 million, a rate stabilization reserve of \$38.0 million and a construction reserve of \$45.0 million.

The attached table and charts are provided for further review.

To: Chairman Robert Schillerstrom -- cc: DuPage Water Comm. Ch., Michael Vondra
From: Irene Stone

I went to the meeting, concerning the contaminated wells that was held by IEPA, in Downers Grove Monday, July 1st. The people who are involved all want Lake Michigan water but many are very distressed that they're being held hostage by the Village of Downers Grove and Woodridge to annex in order to get it. Their contentions, along with mine, are essentially the following:

- a) There is an evident "health hazard", the residents are not responsible for the contamination, so why must all their lives and the lives of their children be disrupted by an agreement to annex when in a few years, the community must move to different locations? Why should they need to make concessions with Municipalities when they are dealing with the **DuPage Water Commission?**
- b) The referendum for Lake Michigan Water and its availability applied to all the people in DuPage County, not just some of its municipalities.
- c) From 1986 until 1992, all residences in DuPage County were levied a tax for the DuPage Water Commission. This tax generated about \$18.5 million from the **unincorporated areas**. This amount should be considered in covering the cost for their share of the infrastructure in the initial project.
- d) The ¼ cent sales tax garnered over \$391 million between 1986 and 2001. About 25% was collected from residents in the unincorporated areas. Every resident that lives in DuPage County and everyone else who shops in DuPage County has been paying, and is still paying, for Lake Michigan water and many of them still don't have it. The Commission has \$191,000,000.00 of these funds held in reserve -- some could be applied to the necessary current and future infrastructure.
- e) The money the charter municipalities paid, up front, for their share of the infrastructure (\$63 million) was rebated to themselves (with \$66.5 million) between 1994 and 1998 -- so they virtually have paid nothing for the initial infrastructure they keep claiming were "all their expenses".
- f) The allegations that "the unincorporated areas, haven't shared in the original cost like the Charter Members have, and therefore, it is not fair to give them Lake Michigan water unless they make concessions and annex" -- is unfounded, untrue and unfair.

I talked to representatives of the various groups, including the IEPA and USEPA. The residents are not asking for the water for nothing. They are willing to pay for what would be their share of the necessary infrastructure and would certainly pay for the user fees like everyone else. There are some low cost loans available to them through IEPA, the Commission and Lockformer. The IEPA cannot intervene in the Municipalities' decision to insist on annexation even though the situation has been determined to be a "health hazard" but the USEPA can if the known contaminants reach a concentration higher than 5 parts per billion. It would be accomplished through a site removal action. There would be no annexation, however, it would apply only in those areas in which the higher concentrations occur.

I would also like to bring to your attention a sentence at the end of the first paragraph from State Statutes, Chapter 111 2/3, Par. 252, Sect. 2, Subsection (b)... "Upon the request of any included unit, a county water commission shall provide such included unit Lake Michigan water in an amount up to the then current Department of Transportation allocation of Lake Michigan water for such included unit." There is no reference to concessions or mandatory annexation to surrounding municipalities.

The Water Commission originally borrowed \$200,000,000.00 in Revenue Bonds and \$150,000,000.00 in General Obligation Bonds.

In 1985, they borrowed \$11,500,000.00 and in 1986, they borrowed the \$150,000,000.00 in GOB. In 1992 they refinanced \$150,000,000.00 and in 2001, they refinanced \$93,970,000.00. In 2002, with a pay off by 2009, their General Obligation was \$105,000,000.00.

The ¼ cent sales tax, between the years 1986 and 2001, generated \$391,272,215.59 towards the Revenue Bonds.

The Commission rebated \$66,300,000.00 to the Charter members between 1994 and 1998.

I understand the Commission currently has a reserve of \$191,000,000.00, some of which they are considering to rebate.

Michael Vondra told me the Commission currently has a total outstanding debt of approximately \$145,000,000.00. If they still owe \$105,000,000.00 on GOB, then they only paid off \$45,000,000.00 of that principal since 1985. The \$40,000,000.00 balance of the current debt would then be applied as a reduction to the \$200,000,000.00 Revenue Bonds. It is obvious that the ¼ cent sales tax which has satisfied \$160,000,000.00 of that Revenue Bond debt since 1986 and the \$191,000,000.00 now in reserve, which I have no doubt also came from the sales tax, which has been paid by everyone in DuPage County, including all those in the unincorporated areas (being about 25% of the population), has generated practically all of the money paid towards the cost of the infrastructure to date.

We need the unincorporated areas – they keep the density down!

Municipalities have one thought in mind – broadening their tax base! They do not look at the whole picture for the problems that ensue, i.e., I understand, the SW corner of Butterfield and Finley, which has already been approved by Downers Grove, when fully developed, will have office space that parallels that of the Sears Tower! We will need two tiered roads to accommodate the traffic this will generate. The cost for the infrastructure due to over development puts a heavy toll on the County as well as the State. The cost for flood control has been phenomenal and continues to be an ongoing process. Traffic is heavier than we can handle and though we continue to widen them, our roads are inadequate. The crime rate continues to rise – we're building additions to our new courthouse and jail. And suffice it to say it all means, an expansion of everything and that also means **HIGHER TAXES!**

DuPage Water Commission

Summary of 2000 DuPage Census

	Total	Excluded Govern- mental Units	DWC Service Area	Served by DWC	No Lake Water Service
Incorporated	800,078	89,638	710,440	672,305	38,135
% of Total Population	88.5%	9.9%	78.6%	74.4%	4.2%
% of DWC Service Area			87.2%	82.5%	4.7%
Unincorporated	104,083	-	104,083	48,255	55,828
% of Total Population	11.5%	0.0%	11.5%	5.3%	6.2%
% of DWC Service Area			12.8%	5.9%	6.9%
Total Population	904,161	89,638	814,523	720,560	93,963
% of Total Population	100.0%	9.9%	90.1%	79.7%	10.4%
% of DWC Service Area			100.0%	88.5%	11.5%

DU PAGE COUNTY
1990 POPULATION

CENSUS CODE	CITY	POPULATION	%
15	ADDISON	32,088	
280	AURORA*	14,811	
340	BARTLETT*	12,086	
355	BATAVIA*	0	
465	BENSENVILLE	17,767	
535	BLOOMINGDALE	16,614	
563	BOLINGBROOK*	1,472	
759	BURR RIDGE*	4,596	
890	CAROL STREAM	31,716	
1051	CHICAGO*	0	
1115	CLARENDON HILLS	6,994	
1397	DARIEN	18,341	
1540	DOWNERS GROVE	46,858	
1735	ELK GROVE VILLAGE*	0	
1770	ELMHURST	42,029	
2217	GLENDALE HEIGHTS	27,973	
2220	GLEN ELLYN	24,944	
2445	HANOVER PARK*	14,233	
2640	HINSDALE*	13,956	
2810	ITASCA	6,947	
3265	LISLE	19,512	
3315	LOMBARD	39,408	
3990	NAPERVILLE*	72,901	
4262	OAK BROOK	9,178	
4263	OAKBROOK TERRACE	1,907	
5010	ROSELLE*	17,499	
5110	ST. CHARLES*	10	
5215	SCHAUMBURG*	0	
5950	VILLA PARK	22,253	
6020	WARRENVILLE	11,333	
6087	WAYNE*	718	
6130	WEST CHICAGO	14,796	
6165	WESTMONT	21,228	
6190	WHEATON	51,464	
6240	WILLOWBROOK	8,598	
6250	WILLOW SPRINGS*	0	
6295	WINFIELD	7,096	
6330	WOOD DALE	12,425	
6350	WOODRIDGE	26,232	
		669,983	85.7%
2203	Glenbard South-CDP	3,957	
3652	Medinah-CDP	2,512	
6402	York Center-CDP	4,818	
9999	UNINCORPORATED	12,035	
9999	UNINCORPORATED	8,505	
9999	UNINCORPORATED	24,961	
9999	UNINCORPORATED	24,829	
9999	UNINCORPORATED	14,976	
9999	UNINCORPORATED	15,090	
		111,683	14.3%
TOTAL		781,666	100.0%

Note: * DuPage County portions only.

Source: 1990 U.S. Census.

Prepared by the DuPage County Development Department.

DU PAGE WATER COMMISSION
ALLOCATION OF REBATES

FISCAL YEAR	VOLUNTARY CONTRIBUTIONS	FIXED COST CONTRIBUTIONS	PROPERTY TAX CONTRIBUTIONS	SALES TAX CONTRIBUTIONS	TOTAL		
1981	\$ 37,501	\$ -	\$ -	\$ -	\$ 37,501		
1982	\$ 191,802	\$ -	\$ -	\$ -	\$ 191,802		
1983	\$ 90,790	\$ -	\$ -	\$ -	\$ 90,790		
1984	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000		
1985	\$ 135,600	\$ -	\$ 336,484	\$ -	\$ 472,084		
1986	\$ -	\$ -	\$ 14,381,651	\$ -	\$ 14,381,651		
1987	\$ -	\$ -	\$ 1,707,306	\$ 8,774,511	\$ 10,481,817		
1988	\$ -	\$ -	\$ 375,818	\$ 15,631,779	\$ 16,007,597		
1989	\$ -	\$ 9,425,991	\$ 359,431	\$ 17,636,885	\$ 27,422,307		
1990	\$ -	\$ 17,992,018	\$ 423,522	\$ 18,537,243	\$ 36,952,783		
1991	\$ -	\$ 17,841,978	\$ 458,289	\$ 19,005,817	\$ 37,306,084		
1992	\$ -	\$ 18,102,000	\$ 475,896	\$ 18,872,849	\$ 37,450,745	O&M	TOTAL
RECEIPTS	\$ 605,693	\$ 63,361,987	\$ 18,518,397	\$ 98,459,084	\$ 180,945,161	REVENUES	REBATES
1993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1994	\$ (605,693)	\$ -	\$ -	\$ (4,573,691)	\$ (5,179,384)	\$ (8,416,952)	\$ (13,596,336)
1995	\$ -	\$ -	\$ -	\$ (11,278,565)	\$ (11,278,565)	\$ (10,098,702)	\$ (21,377,267)
1996	\$ -	\$ -	\$ -	\$ (3,824,812)	\$ (3,824,812)	\$ (9,733,105)	\$ (13,557,917)
1997	\$ -	\$ -	\$ -	\$ (1,834,836)	\$ (1,834,836)	\$ (8,333,602)	\$ (10,168,438)
1998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,626,329)	\$ (7,626,329)
REBATES	\$ (605,693)	\$ -	\$ -	\$ (21,511,904)	\$ (22,117,597)	\$ (44,208,690)	\$ (66,326,287)

DuPage Water Commission
Revenue Bonds Payments from Sales Tax Funds

FOR	THE FISCAL		CUMULATIVE	
	YEAR			
FY 1986	\$	-	\$	-
FY 1987	\$	-	\$	-
FY 1988	\$	-	\$	-
FY 1989	\$	-	\$	-
FY 1990	\$	-	\$	-
FY 1991	\$	-	\$	-
FY 1992	\$	-	\$	-
FY 1993	\$	-	\$	-
FY 1994	\$	-	\$	-
FY 1995	\$	-	\$	-
FY 1996	\$	-	\$	-
FY 1997	\$	-	\$	-
FY 1998	\$	4,458,183	\$	4,458,183
FY 1999	\$	4,458,858	\$	8,917,041
FY 2000	\$	4,457,582	\$	13,374,623
FY 2001	\$	4,458,172	\$	17,832,795
FY 2002	\$	4,458,852	\$	22,291,647

DuPage Water Commission Finances
April 30, 2002

CASH ANALYSIS	TOTAL	FROM WATER RATES	FROM SALES TAX
UNRESTRICTED CASH AND INVESTMENTS	\$ 109,975,578.45	\$ 49,006,996.95	\$ 60,968,581.50
RESTRICTED CASH AND INVESTMENTS	\$ 81,720,995.87	\$ 60,968,467.69	\$ 20,752,528.18
TOTAL CASH AND INVESTMENTS	\$ 191,696,574.32	\$ 109,975,464.64	\$ 81,721,109.68
UNPAID LIABILITIES	\$ 6,645,546.50	\$ 6,645,546.50	\$ -
REVENUES COLLECTED SERVICE NOT PROVIDED REQUIRED FOR BOND PAYMENTS	\$ 3,287,168.91	\$ 3,287,168.91	\$ -
RESERVES REQUIRED BY REVENUE BOND ORDINANCE	\$ 34,245,231.93	\$ 13,492,703.75	\$ 20,752,528.18
TOTAL COMMITMENTS	\$ 37,217,053.76	\$ 37,217,053.76	\$ -
NET CASH POSITION	\$ 81,395,001.10	\$ 60,642,472.92	\$ 20,752,528.18
EMERGENCY REPAIR RESERVE	\$ 110,301,573.22	\$ 49,332,991.72	\$ 60,968,581.50
REMAINING CASH POSITION	\$ 27,300,000.00	\$ 11,300,000.00	\$ 16,000,000.00
CASH IN RATE STABILIZATION RESERVE	\$ 83,001,573.22	\$ 38,032,991.72	\$ 44,968,581.50
CASH IN CONSTRUCTION RESERVE	\$ 38,032,991.72	\$ 38,032,991.72	\$ -
AMOUNTS DUE BUT NOT YET RECEIVED	\$ 44,968,581.50	\$ -	\$ 44,968,581.50
AUDITED RATE STABILIZATION RESERVE	\$ 16,941,461.12	\$ 8,438,414.17	\$ 8,503,046.95
AUDITED CONSTRUCTION RESERVE	\$ 46,471,405.89	\$ 46,471,405.89	\$ -
	\$ 53,471,628.45	\$ -	\$ 53,471,628.45

GOVERNMENTAL ACCOUNTING STANDARDS BOARD

401 Merritt 7, P.O. Box 5116, Norwalk, Connecticut 06856-5116 / 203-847-0700 ext. 200
Fax: 203-849-9714



TOM L. ALLEN
Chairman

July 16, 2002

Mr. Michael P. Vondra, Chairman
Board of Commissioners
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126-4642

Dear Mr. Vondra:

I recently received a copy of the DuPage Water Commission annual financial report for the fiscal year ended April 30, 2002. Your entity is among the first governments to have issued financial statements in accordance with GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*.

As you know, the Governmental Accounting Standards Board (GASB) seeks to improve financial reporting in a number of ways. The GASB believes that improved, more understandable reporting of a government's financial position and results of operations to taxpayers, governing boards, and other financial statement users results from the implementation of Statement 34. Therefore, we encourage early implementation so that this information will be available to those users on a more timely basis.

We are extremely pleased, and impressed, by the commission's ability to prepare the new financial statements in such a timely fashion. Your early implementation is a tribute to your finance committee chairman George K. Kouba; finance committee members Allan Poole, J. Alan Crane, and Robert Tolentino; general manager James J. Holzwart; financial administrator Richard H. Skiba, Jr.; accountant Teresa Chapman; and your auditors Arthur Andersen LLP, for their expertise and assistance to the commission. I have enclosed a certificate to display in recognition of the commission's early-implementation efforts.

Congratulations for a job well done.

Sincerely,

A handwritten signature in cursive script that reads "Tom Allen".

Tom L. Allen

cc: George K. Kouba; Allan Poole; J. Alan Crane; Robert Tolentino
James J. Holzwart; Richard H. Skiba, Jr.; Teresa Chapman
Arthur Andersen LLP

Enclosure

Tla/letters/s34 mailing/il-vondra-dupage water commission.doc

Certificate of Recognition

Presented to

DuPage Water Commission, Illinois

For

Early Implementation of GASB 34

The implementation of Statement 34 results in better financial information to a government's taxpayers, governing board, and other financial statement users. Early implementation of Statement 34 is a testament to your professional leadership, initiative, and commitment to improving public accountability.

Fiscal Year Ended 4/30/02


GASB Chairman