



# DuPage Water Commission

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

## AGENDA

**DU PAGE WATER COMMISSION  
THURSDAY, NOVEMBER 14, 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 October 10, 2002
- IV. Treasurer's Report – October 2002
- V. Committee Reports
  - A. Administration Committee
  - B. Engineering & Construction Committee
    - Report of 11/14/02 Meeting
  - C. Finance Committee
    - Report of 11/14/02 Meeting
  - D. Special Task Force
    - Report of 11/14/02 Meeting
- VI. Omnibus Vote
  - A. Ordinance O-11-02: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 7 of Article II)
  - B. Resolution R-42-02: A Resolution Approving Certain Contract Change Orders at the November 14, 2002 DuPage Water Commission Meeting

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.

- C. Resolution R-43-02: A Resolution Approving Certain Additional Engineering Services at the November 14, 2002 DuPage Water Commission
- D. Resolution R-44-02: A Resolution Authorizing the Execution of an Intergovernmental Agreement Concerning the Implementation of Water Service to the Suburban Estates Service Area in Unincorporated DuPage County
- E. Resolution R-45-02: A Resolution Approving and Authorizing the Execution of a Settlement Agreement with John Neri Construction Company, Inc.

VII. Old Business

- A. Insurance Renewal
- B. Summary of Action Taken Since Previous Meeting

VIII. New Business

- A. Purchase Order No. 7185
- B. Purchase Order No. 7196

IX. Accounts Payable

X. Public Comments

XI. Executive Session

XII. Adjournment

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

The meeting was called to order by Chairman Michael Vondra at 7:30 P.M.

Commissioners in attendance: E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, N. Pollock, A. Poole, J. Tenison, R. Thorn, 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 Janicik took his Oath of Office.

PUBLIC COMMENTS - No Public Comments

Commissioner Wilcox made a motion to approve the Minutes of the September 12, 2002 meeting of the DuPage Water Commission. 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 September 12, 2002 Executive Session. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The Treasurer's Report for the month of September 2002 showed receipts of \$8,609,857.29, disbursements of \$7,438,934.41 and a cash and investment balance of \$193,662,508.57.

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

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – No meeting

Engineering Committee – No meeting

Minutes of the 10/10/02 Meeting

Finance Committee – No meeting

Special Task Force – No meeting

Commissioner Tolentino arrived at 7:53 PM

### **Omnibus Agenda**

Commissioner Thorn made a motion to adopt the items 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: E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, N. Pollock, A. Poole, J. Tenison, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

Item 1. Resolution R-36-02: A Resolution Approving Certain Contract Change Orders at the October 10, 2002 DuPage Water Commission – “Omnibus Vote”

Item 2. Resolution R-37-02: A Resolution Approving and Authorizing the Execution of an Amendment to the Agreement with Constellation NewEnergy, Inc. for Supply of Electrical Power – “Omnibus Vote”

Item 3. Resolution R-38-02: A Resolution Approving, Ratifying, and Accepting the Appointment of Commissioner Mueller as Vice Chairman of the Commission and the Appointment of Commissioner Tenison as Clerk and Treasurer of the Commission – “Omnibus Vote”

Item 4. Resolution R-39-02: A Resolution Approving Certain Additional Engineering Services at the October 10, 2002 DuPage Water Commission Meeting – “Omnibus Vote”

Item 5. Resolution R-40-02: A Resolution Directing the Transfer of the Excess Debt Service Reserve Account Balance to the General Account of the Water Fund – “Omnibus Vote”

Item 6. Resolution R-41-02: A Resolution Directing the Transfer of Certain Excess Account Balances to the General Account of the Water Fund – “Omnibus Vote”

### OLD BUSINESS

## Minutes of the 10/10/02 Meeting

### NEW BUSINESS

Commissioner Wilcox made a motion to (a) direct the Commission's broker to continue negotiating the best coverage possible for the Commission, and (b) authorize the General Manager to bind, effective as of November 1, 2002, liability and property insurance coverages determined by the General Manager to be most favorable to the interests of the Commission. Seconded by Commissioner Tolentino and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, N. Pollock, A. Poole, J. Tenison, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

Chairman Vondra noted that that Ordinance O-11-02: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 7 of Article II) is on first reading.

Chairman Vondra directed staff to investigate selling water to the City of Batavia and the City of Geneva.

### ACCOUNTS PAYABLE

Commissioner Chaplin made a motion to approve the Accounts Payable in the amount of \$4,595,613.38, subject to submission of all contractually required documentation. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, N. Pollock, A. Poole, J. Tenison, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

### PUBLIC COMMENTS – No public comments

Commissioner Pollock made a motion to adjourn the meeting at 8:20 P.M. Seconded by Commissioner Tolentino 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  
October 31, 2002

REVENUE	CURRENT MONTH ACTUAL	Y-T-D ACTUAL
WATER SALES	5,033,486.89	28,990,893.54
SALES TAXES	2,701,726.40	15,805,977.06
INVESTMENT INCOME	974,510.49	3,269,727.19
OTHER INCOME	86,815.89	885,529.13
<b>TOTAL REVENUE</b>	<b>8,796,539.67</b>	<b>48,952,126.92</b>
<b>EXPENSES</b>		
PERSONAL SERVICES	184,904.28	1,131,816.42
PROFESSIONAL SERVICES	11,107.55	176,317.69
CONTRACTUAL SERVICES	19,433.01	133,585.01
INSURANCE	0.00	17,570.00
ADMINISTRATIVE COSTS	7,072.70	51,573.21
WATER SUPPLY COSTS	3,602,545.30	20,453,187.12
BOND PRINCIPAL & INTEREST	0.00	15,854,028.75
LAND AND RIGHT OF WAY	0.00	3,495.00
CAPITAL OUTLAY	0.00	48,251.94
<b>TOTAL OPERATING EXPENSES</b>	<b>3,825,062.84</b>	<b>37,869,825.14</b>
CONSTRUCTION EXPENDITURES	873,362.57	4,723,004.57
<b>TOTAL EXPENSES</b>	<b>4,698,425.41</b>	<b>42,592,829.71</b>
<b>NET FUND TRANSACTIONS</b>	<b>4,098,114.26</b>	<b>6,359,297.21</b>
<b>BEGINNING BALANCE</b>		<b>191,401,325.62</b>
<b>ENDING BALANCE</b>		<b>197,760,622.83</b>
<b>FUNDS CONSIST OF:</b>		
PETTY CASH		500.00
CASH AT BANK ONE		10,646.94
CASH AT OAK BROOK BANK LOCK BOX		394,053.96
CASH AT VILLA PARK TRUST & SAVINGS		970.67
<b>TOTAL CASH</b>		<b>406,171.57</b>
ILLINOIS FUNDS MONEY MARKET		17,614,725.82
ILLINOIS FUNDS PRIME FUND		16,503,790.72
GOVERNMENT MONEY MARKET FUNDS		4,264,382.17
U. S. TREASURY INVESTMENTS		77,460,815.92
U. S. AGENCY INVESTMENTS		56,510,736.63
CERTIFICATES OF DEPOSIT		25,000,000.00
COMMERCIAL PAPER		0.00
<b>TOTAL INVESTMENTS</b>		<b>197,354,451.26</b>
<b>TOTAL FUNDS</b>		<b>197,760,622.83</b>

## DUPAGE WATER COMMISSION

## ORDINANCE NO. O-11-02

AN ORDINANCE AMENDING THE  
BY-LAWS OF THE DUPAGE WATER COMMISSION  
(Amending Section 7 of Article II)

WHEREAS, the DuPage Water Commission (the "Commission") is a county water commission created and existing under the Water Commission Act of 1985, 70 ILCS 3720/1 et seq. (hereinafter referred to as the "Act"), and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135 et seq.; and

WHEREAS, the Act provides that each Commissioner, other than Commissioners who are members of governing boards or officers or employees of units of local government within DuPage County, may receive compensation of up to \$600 per year for serving as Commissioner; and

WHEREAS, Section 7 of Article II of the Commission's By-Laws currently prohibits Commissioners from receiving any compensation for serving as Commissioner other than reimbursement of expenses actually incurred in connection with Commission business; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is appropriate and in the best interests of the Commission to amend the Commission's By-Laws, as restated in Ordinance No. O-5-92 and amended by Ordinance Nos. O-1-93, O-1-94, O-14-94, O-10-99, and O-7-00, to compensate eligible Commissioners for their services as Commissioners;

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

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

SECTION TWO:    Amendment.    Section 7, entitled "Compensation," of Article II, entitled "Commission and Commissioners," of the Commission's By-Laws shall be, and it hereby is, amended in its entirety so that said Section 7 shall hereafter be and read as follows:

"Section 7.    Compensation.    Each Commissioner who is not a member of the governing board or an officer or employee of a unit of local government within DuPage County shall receive the sum of \$600 per year in compensation for his or her services as a Commissioner. In addition, each Commissioner may be reimbursed for actual expenses incurred in connection with Commission business."



Ordinance No. O-11-02

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Ordinances/O-11-02.doc

**DU PAGE WATER COMMISSION****RESOLUTION NO. R-42-02****A RESOLUTION APPROVING CERTAIN  
CONTRACT CHANGE ORDERS AT THE  
NOVEMBER 14, 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

Exhibit 1

Resolution R-42-02

1. Change Order No. 7: Boiler Replacement in the amount of \$2,944.80
2. Change Order No. 28: Contract TW-2 (West Transmission Main) in the amount of \$7,335.00
3. Change Order No. 29: Contract TW-2 (West Transmission Main) in the amount of \$13,000.00
4. Change Order No. 30: Contract TW-2 (West Transmission Main) in the amount of \$12,568.76

Total amount of the Change Orders is \$35,848.56.

**DU PAGE WATER COMMISSION****RESOLUTION NO. R-43-02****A RESOLUTION APPROVING CERTAIN  
ADDITIONAL ENGINEERING SERVICES AT THE  
NOVEMBER 14, 2002 DU PAGE WATER COMMISSION MEETING**

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

SECTION ONE: The Additional Engineering Services 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 circumstance said to necessitate the change was not reasonably foreseeable at the time the Engineering Agreement with Alvord, Burdick & Howson, L.L.C. was signed, the Additional Engineering Services are germane to the original Engineering Agreement as signed and/or the Additional Engineering Services are 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:

\_\_\_\_\_  
Clerk

Exhibit 1  
RESOLUTION R-43-02

1. Alvord, Burdick & Howson, L.L.C., Project No. D9805, Invoice No. 2002-316 in the amount of \$1,713.04

Total amount of Additional Engineering Services is in the amount of \$1,713.04

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-44-02

A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT CONCERNING THE IMPLEMENTATION OF  
WATER SERVICE TO THE SUBURBAN ESTATES SERVICE AREA IN  
UNINCORPORATED DUPAGE COUNTY

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, to carry out their duties and responsibilities, and desiring to create a method of providing an adequate supply of Lake Michigan water to areas of DuPage County affected by contaminated well water, the Commission, the County of DuPage (the "County"), and the Village of Woodridge, among others, entered into that certain Intergovernmental Agreement for the Provision of Lake Michigan Water to Areas of DuPage County Affected By Contamination, effective as of October 14, 2002 (the "Enabling Agreement"); and

WHEREAS, over fifty percent (50%) of the wells sampled in the area depicted on Exhibit A to Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (the "Service Area") have detectable levels of TCE, a 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.*; and

WHEREAS, the Commission, the County, and the Charter Customer have jointly determined that the Service Area is in reasonable proximity to an area recognized by the Illinois Environmental Protection Agency as an area of significant health risk due to TCE well water contamination in excess of the maximum contaminant level and, as such, the Service Area should be designated as a "Secondary Service Area" pursuant to the Enabling Agreement; and

WHEREAS, to serve the public interest and assure that the significant public health and safety threat posed by the contaminated well water supply in the Service Area is minimized to the greatest extent possible, it is in the best interests of the Commission, the County, and the Village of Woodridge to coordinate and implement the supply of Lake Michigan water to the Service Area in accordance with the Enabling Agreement;

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

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

SECTION TWO: An Intergovernmental Agreement Concerning the Implementation of Water Service to the Suburban Estates Service Area in Unincorporated DuPage County, 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 Chairman of the DuPage Water Commission, shall be and it hereby is approved and accepted by the DuPage Water Commission.

SECTION THREE: The Chairman shall be and hereby is authorized and directed to execute, and the Clerk shall be and hereby is authorized and directed to attest, an Intergovernmental Agreement Concerning the Implementation of Water Service to the Suburban Estates Service Area in Unincorporated DuPage County, in substantially the form attached hereto as Exhibit 1 or with such modifications as may be required or approved by the Chairman; provided, however, that the Agreement shall not be so executed on behalf of the Commission unless and until (a) the Chairman shall have been presented with copies of the Agreement executed by the Village of Woodridge and (b) the County of DuPage shall have confirmed, in writing, that the Agreement is consistent with the intent of the Enabling Agreement and that the County has no objections thereto. Upon execution by the Chairman, the Intergovernmental Agreement Concerning the Implementation of Water Service to the Suburban Estates Service Area in Unincorporated DuPage County, 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:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-44-02.doc

## **EXHIBIT 1**

INTERGOVERNMENTAL AGREEMENT CONCERNING THE  
IMPLEMENTATION OF WATER SERVICE TO THE SUBURBAN ESTATES  
SERVICE AREA IN UNINCORPORATED DUPAGE COUNTY

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2002, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the VILLAGE OF WOODRIDGE, a municipal corporation created and existing under the laws of the State of Illinois (the "Charter Customer"),

WITNESSETH:

WHEREAS, the Commission was formed and exists pursuant to 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.*, for the purpose of securing an adequate source and supply of water for its customers; and

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

WHEREAS, the Charter Customer owns and operates a water distribution system (the "Charter Customer Water System"), which system is supplied with water by the Commission pursuant to the terms of that certain Water Purchase and Sale Contract dated as of June 11, 1986, with the Commission (the "Charter Customer Contract"); and

WHEREAS, over fifty percent (50%) of the wells sampled in the area depicted on the map attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A (the "Service Area") have detectable levels of TCE, a 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.*; and

WHEREAS, the construction of certain improvements to the Charter Customer Water System will enable the Charter Customer to serve properties within the Service Area that currently cannot be served by the existing the Charter Customer Water System (the "Improvements"); and

WHEREAS, to carry out their duties and responsibilities, and desiring to create a method of providing an adequate supply of Lake Michigan water to areas of DuPage County affected by contaminated well water, the Commission, the County of DuPage (the "County"), and the Charter Customer entered into that certain Intergovernmental Agreement for the Provision of Lake Michigan Water to Areas of DuPage County Affected By Contamination, effective as of October 14, 2002 (the "Enabling Agreement"); and

WHEREAS, the Commission, the County, and the Charter Customer have jointly determined that the Service Area is in reasonable proximity to an area recognized by the Illinois Environmental Protection Agency ("I.E.P.A") as an area of significant health risk due to TCE well water contamination in excess of the maximum contaminant level and, as such, the Service Area should be designated as a "Secondary Service Area" pursuant to the Enabling Agreement; and

WHEREAS, it is in the best interests of the Commission and the Charter Customer to coordinate and implement the supply of Lake Michigan water to the Service Area in accordance with the Enabling Agreement; and

WHEREAS, the Commission and the Charter Customer desire to set forth their understanding regarding such coordination and implementation in this Agreement; and

WHEREAS, the matters set forth in this Agreement will serve the public interest and assure that the significant public health and safety threat posed by the contaminated well water supply in the Service Area is minimized to the greatest extent possible; and

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

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the Commission and the Charter Customer hereby agree as follows:

## **SECTION 1. PREAMBLES**

The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein.

## **SECTION 2. CONSTRUCTION OF IMPROVEMENTS; EXTENSION OF SERVICE**

A. Description of the Improvements. For purposes of this Agreement, the “Improvements” shall include the construction of a new main between the existing water main located on Hobson Road and the existing water main located on 63<sup>rd</sup> Street; which extension shall consist of approximately 7,500 lineal feet of new water main, including the service lines from the water main up to and including the b-box.

B. Design of the Improvements. The Charter Customer shall be the contracting party with the design engineer and shall administer the design contract for the benefit of both the County and the Charter Customer. The Charter Customer shall keep the County advised as to the progress of the design work. The Charter Customer

and the County shall confer upon issues regarding the details of such design work. The final design of the Improvements shall be subject to the review of both the County and the Charter Customer and subject to the final approval of the Charter Customer.

C. Condition Precedent to Construction. The Charter Customer shall begin construction upon the occurrence of the following condition: The I.E.P.A approval of a grant for up to seventy percent (70%) of the total cost of the construction of water main infrastructure. If the aforereferenced condition fails to occur, Section 6.2 of the Enabling Agreement shall govern the extension of a New Main to the Service Area. Notwithstanding the foregoing, the Charter Customer hereby reserves the right to commence construction prior to the occurrence of said condition at its sole discretion.

D. Construction and Acceptance of the Improvements. The Charter Customer shall solicit bids for the construction of the Improvements. The Charter Customer's standard form of bidding and construction contract documents shall be used. The Charter Customer agrees to solicit, award, and administer all contracts for the project in the best interest of both the County and the Charter Customer and to consult with, and keep advised, County officials regarding the progress of the work and any problems encountered or changes recommended. The Charter Customer shall enter into a construction contract(s) with the selected contractor(s), and shall administer such construction contract(s) in conformance with this Agreement. Any change order, as well as final acceptance and approval of the completed Improvements, shall be subject to the final approval of the Charter Customer. The Charter Customer shall not be required to approve or accept any portion of the Improvements until all portions of the Improvements, including all punch list items, have been fully and properly completed.

E. Cost of Design and Construction. The Improvements shall be designed and constructed at the sole cost of the Charter Customer. The Commission shall loan the Charter Customer all or a portion of the funds needed for the design and construction of the Improvements in accordance with Section 3 of this Agreement.

F. Extension of Service.

1. If Existing Mains (as defined in the Enabling Agreement) can be used to provide service to the Service Area, the Charter Customer shall a) within ninety (90) days after a Customer (as defined in the Enabling Agreement) decides to receive water service from the Charter Customer, enter into any necessary annexation, pre-annexation, water service agreement, or water loan agreement with that Customer; and b) within one hundred twenty (120) days after the Customer decides to receive water service from the Charter Customer, extend and offer service through the Existing Mains to the property line (B-boxes) of that Customer.
2. The Charter Customer shall complete construction of the Improvements within one hundred eighty (180) days after I.E.P.A. approval of the grant referred to in Section 2.C of this Agreement. Thereafter, within thirty (30) days after each Customer has entered into the necessary agreement providing for water service by the Charter Customer within the Service Area, the Charter Customer shall extend and offer service to the Customers' property line (B-boxes).

### **SECTION 3. COMMISSION FINANCING**

A. Service Costs and Retail Customer Base. Service Costs (as defined in the Enabling Agreement) for the supply of Lake Michigan water to the Service Area are hereby established in the amount of \$1,421,700, which Service Costs are detailed in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof. The number of Potential Customers (as defined in the Enabling Agreement) in the Service Area is hereby established at 107.

B. Loan. The Commission shall, after the execution and delivery of this Agreement, loan to the Charter Customer an amount not to exceed \$1,421,700 (the "Commitment") in order to provide funds to finance in whole or in part the Service Costs (the "Loan").

C. Loan Repayment. The Charter Customer shall repay the principal balance of the Loan in 13 annual installments, commencing in 2010 on the 15<sup>th</sup> day of the month in which the Charter Customer made its first draw on the Loan (an "Annual Payment Date"), and continuing in successive annual installments on each Annual Payment Date in each year thereafter to and including the 2022 Annual Payment Date, with the final payment of any principal, if not sooner paid, on the 2023 Annual Payment Date. Each of the 13 annual installments of principal on the Loan shall be determined as of the last day of the month preceding the Annual Payment Date in any given year during the term of the Loan (a "Determination Date") and shall be determined by dividing the unpaid principal balance of the Loan as of the applicable Determination Date by the number of annual installments of principal remaining to be paid during the term of the Loan. Interest on the unpaid principal balance of the Loan, at the rate of two percent (2%) per annum, calculated on the basis of a calendar year consisting of 360 days of twelve 30-



day months, shall be paid commencing on the 2004 Annual Payment Date, and continuing on the Annual Payment Date each year thereafter until the principal balance of the Loan has been paid in full. Notwithstanding the foregoing, however, in the event the number of Customers in the Service Area is less than the number of Potential Customers in the Service Area, determined as of the Determination Date in any given year during the term of the Loan, then the Charter Customer shall only be required to pay to the Commission the total amount of interest and principal that would otherwise be due on the Loan for that year multiplied by the number of Customers in the Service Area divided by the number of Potential Customers in the Service Area. If, at maturity, there remains any unpaid principal balance or interest on the Loan, the Commission shall extend the terms of the Loan for a commercially reasonable period provided the Charter Customer is not in default under this Agreement or the Enabling Agreement.

D. Tender of Loan Payments. Payments of principal and interest shall be made in lawful money of the United States of America in federal or other immediately available funds.

E. Procedure for Borrowing. The Charter Customer may draw on the Loan no more than once per month, on the 15<sup>th</sup> day of the month, provided that the Charter Customer shall give the Commission irrevocable notice (which notice must be received by the Commission prior to 10:00 a.m., local time, 15 days prior to the requested borrowing date), specifying the amount to be borrowed and the requested borrowing date. Each borrowing pursuant to this Agreement shall be in an aggregate principal amount of the lesser of (i) \$10,000 or a whole multiple thereof and (ii) the Available Commitment. For purposes of this Section 3.E, the Available Commitment at a

particular time is an amount equal to the difference between the Commitment and the aggregate principal balance of the Loan then outstanding.

F. Optional Prepayments. Subject to the limitations of this Section 3.F, the Charter Customer may, no more frequently than once in any given year, prepay, in whole or in part, the Loan, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. The amount of any such optional prepayment shall be in increments of \$50,000. If such notice is given, the Charter Customer shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Loan and second, to the payment of the unpaid principal balance of the Loan. The Charter Customer shall not be entitled to, nor receive any credit for, interest on any such prepayment.

G. Mandatory Prepayments. Except for the I.E.P.A. grant referred to in Section 2.C of this Agreement, the Charter Customer shall have, and hereby accepts, the obligation to prepay the Loan, in whole or in part, on any date within 60 days after the receipt by the Charter Customer of any other grant or any settlement funds from any source to the extent such grant or settlement funds are attributable to the Service Costs identified in Exhibit B attached hereto. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Loan and second, to the payment of the unpaid principal balance of the Loan. The Charter Customer shall not be entitled to, nor receive any credit for, interest on any such prepayment.

H. Application of Loan Proceeds. The proceeds of the Loan shall be devoted to and used with due diligence for the purpose of paying the Service Costs identified in Exhibit B attached hereto in connection with the supply of Lake Michigan water to the Service Area; provided, however, that where an unexpended balance remains in any one or more of the various cost components of the Service Costs detailed in Exhibit B attached hereto, such balance may be transferred and expended, in whole or in part, to and for any other cost component of the Service Costs detailed in Exhibit B attached hereto.

#### **SECTION 4. DEFAULTS AND REMEDIES**

A. Commission Defaults. The occurrence of the following shall constitute a default by the Commission under this Agreement: The failure by the Commission to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Commission's receipt of written notice thereof from the Charter Customer. However, if said failure cannot be remedied by the Commission within said thirty (30) day period, and the Commission shall have diligently pursued resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Commission to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days. In the event of a default by the Commission under this Agreement, the Charter Customer shall have the same remedies as are provided for, and only the remedies provided for, in the Enabling Agreement for a default by the Commission.

B. Charter Customer Defaults. The occurrence of the following shall constitute a default by the Charter Customer under this Agreement: The failure by the

Charter Customer to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Charter Customer's receipt of written notice thereof from the Commission. However, if said failure cannot be remedied by the Charter Customer within said thirty (30) day period, and the Charter Customer shall have diligently pursued resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Charter Customer to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days. In the event of a default by the Charter Customer under this Agreement, the Commission shall have the same remedies as are provided for, and only the remedies provided for, in the Enabling Agreement for a default by the Charter Customer.

C. 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 party 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 in this Agreement 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 the Charter Customer to deliver Lake Michigan water, or of the Charter Customer to receive Lake Michigan water, 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 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 (as defined in the Enabling Agreement) 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 the Charter Customer of its obligations to make payments to the Commission that may be required under Section 3 of this Agreement.

## **SECTION 5. LEGAL RELATIONSHIPS AND REQUIREMENTS**

A. Supplemental Agreement. This Agreement shall be deemed to supplement the Enabling Agreement in connection with the supply of Lake Michigan water to the Service Area. If there is any conflict or inconsistency between the terms of this Agreement and the terms of the Enabling Agreement, then the terms of this Agreement shall control. The Charter Customer shall at all times comply with all terms and conditions of the Enabling Agreement except as otherwise provided in this Agreement.

B. Cooperation and Further Agreements. The Commission and the Charter Customer agree to meet and cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth in this Agreement. The Commission and the Charter Customer agree and acknowledge that further details regarding the Service Costs, and the financing of the Service Costs, in connection with the supply of Lake Michigan water to the Service Area may be subject to a future agreement.

C. Assignment. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party.

D. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Commission shall be addressed to, and delivered at, the following address:

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: James J. Holzwart  
General Manager

Notices and communications to the Charter Customer shall be addressed to, and delivered at, the following address:

Village of Woodridge  
Five Plaza Drive  
Woodridge, IL 60517-5014  
Attention: John Perry  
Village Administrator

By notice complying with the requirements of this Section 5.D, the Commission and the Charter Customer each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

E. Entire Agreement. This Agreement sets forth the entire agreement of the Commission and the Charter Customer with respect to the coordination and implementation of the supply of Lake Michigan water to the Service Area in accordance with the Enabling Agreement, and there are no other understandings or agreements, oral or written, by or between the Commission and the Charter Customer with respect thereto, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced in this Agreement.

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

G. 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.

H. 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.

I. 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 of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the Commission and the Charter Customer have caused this Agreement to be executed by their duly authorized officers, pursuant to proper authorization of their respective governing bodies, as of the date first stated above.

ATTEST:

DUPAGE WATER COMMISSION

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

VILLAGE OF WOODRIDGE

By: \_\_\_\_\_

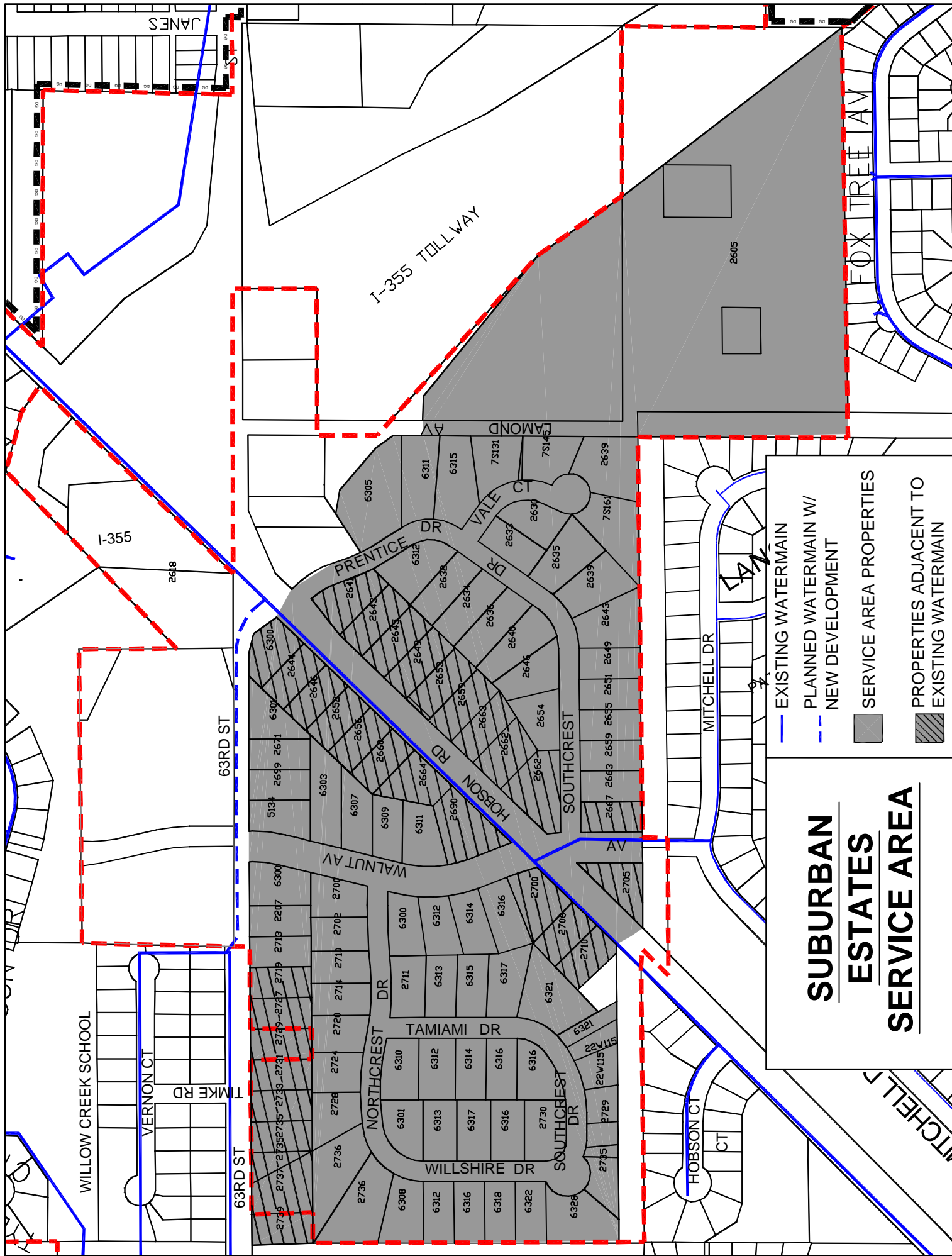
By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_



## EXHIBIT A



# SUBURBAN ESTATES SERVICE AREA

- EXISTING WATERMAIN
- - - PLANNED WATERMAIN W/  
NEW DEVELOPMENT
- SERVICE AREA PROPERTIES
- ▨ PROPERTIES ADJACENT TO  
EXISTING WATERMAIN

## EXHIBIT B

Suburban Estates Cost Comparison

Description	Estimated Cost	
Engineering	\$95,000	
Construction*	\$750,000	
10% Contingency	\$84,500	
Meter installation	\$53,500	(\$500 per lot)
Legal, Title, Record	\$80,250	(\$750 per lot)
Service line/well cap	\$347,750	(\$3,250 per lot)
Professional Fees	\$10,700	\$100 per lot)
Total:	\$1,421,700	



# **DuPage Water Commission**

## **MEMORANDUM**

TO: Chairman & Commissioners

FROM: General Manager

DATE: November 8, 2002

SUBJECT: Summary of Action Since Previous Meeting

1. Purchase Order No. 7185, in the amount of \$22,475.00, is for a 2003 Ford Crown Victoria LX. The Commission approved in the 2002/2003 budget the replacement of a 1987 Chevrolet that is used by Pipeline and Administration staff for various construction and pumping station operations. This vehicle is also used as a back up for JULIE locating during peak construction periods.
2. Purchase Order No. 7196, in the amount of \$31,697.00, is for a 2003 Ford F-450 truck to replace the 1997 K3500 truck.
3. Resolution R-45-02 is not in the packet because it is still being prepared. It will be sent to you next week.

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

P.O.		No 7185	
DATE 11/14/02		DATE REQUIRED ASAP	
TERMS		NET 45 DAYS TAX EXEMPT	
SHIP VIA		BEST WAY	
FOB			

TO: Elmhurst Ford	SHIP TO: Attn: Mike Schweizer
678 N. York Road	Above Address
Elmhurst, IL 60126	

[illegible]

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-6961 )

Please send 2 copies of your invoice

James ~~AUTHORIZED~~ SIGNATURE

DuPage Water Commission  
Request for Proposals - Bid Results  
2003 Ford Crown Vic  
October 16, 2002

		Bid Price
Elmhurst Ford Inc.	Price	\$23,125.00
678 North York Road	Less: Trade-in	\$650.00
Elmhurst, IL 60126	Net Price	\$22,475.00

Oakfield Ford Inc.	Price	\$23,235.00
443 East St. Charles Road	Less: Trade-in	\$750.00
Villa Park, IL 60181	Net Price	\$22,485.00

Pat Kean's Friendly Ford	Price	\$23,133.00
333 E. Irving Park Rd.	Less: Trade-in	\$200.00
Roselle, IL	Net Price	\$22,933.00

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

P.O.		No	7196
DATE		11/14/02	DATE REQUIRED ASAP
TERMS		NET 45 DAYS TAX EXEMPT	
SHIP VIA		BEST WAY	
FOB			

TO: Oakfield Ford	SHIP TO: Attn: Mike Schweizer
443 East St. Charles Road	Above Address
Villa Park, IL 60181	

[illegible]

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-6961 )

Please send 2 copies of your invoice

James J. Holzwart



DuPage Water Commission  
Request for Proposals - Bid Results  
2003 Ford F-450  
October 30, 2002

		<b>Bid Price</b>
Elmhurst Ford Inc.	Price	<b>\$38,998.00</b>
678 North York Road	Less: Trade-in	<b>\$6,700.00</b>
Elmhurst, IL 60126	Net Price	<b>\$32,298.00</b>

Oakfield Ford Inc.	Price	<b>\$38,897.00</b>
443 East St. Charles Road	Less: Trade-in	<b>\$7,200.00</b>
Villa Park, IL 60181	Net Price	<b>\$31,697.00</b>

Pat Kean's Friendly Ford	Price	<b>\$39,708.00</b>
333 E. Irving Park Rd.	Less: Trade-in	<b>\$4,500.00</b>
Roselle, IL	Net Price	<b>\$35,208.00</b>

ACPA0211  
ACCOUNTS PAYABLE SPREADSHEET

## MEETING OF

11/14/02

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.	32634	10/09/02	Window Washing DPPS: October 2002	WF-6622	210.00	210.00
Acres Group, Inc.	3095	10/01/02	Landscape Mgmt Serv: October 2002	WF-6622	4,373.75	
Acres Group, Inc.	3848	11/01/02	Landscape Mgmt Serv: November 2002	WF-6622	4,373.75	8,747.50
Aerex Pest Control	573891	10/17/02	Exterminator: October 2002	WF-6622	45.00	45.00
AKT-1 Industries, Inc.	5782	10/10/02	Maintenance Supplies	WF-6622	1,595.80	1,595.80
Alternative Business Suppliers Incorporated	35341	10/14/02	Copier Maintenance	WF-6550	105.66	105.66
Alvord, Burdick & Howson	63	10/31/02	Naperville Rd. to Diehl Rd.: 09/25/02-10/24/02	WF-7913	10,414.63	
Alvord, Burdick & Howson	63	10/31/02	Diehl Rd. to 75th: 09/25/02-10/24/02	WF-7913	15,422.85	
Alvord, Burdick & Howson	63	10/31/02	Butterfield Rd. to Prairie Path: 09/25/02-10/24/02	WF-7913	60,001.85	
Alvord, Burdick & Howson	235	10/31/02	72" Transmission Main Cath. Protect: 09/25/02-10/24/02	WF-7913	901.81	
Alvord, Burdick & Howson	235	10/31/02	"C" Values: 09/25/02-10/24/02	WF-6389	1,713.04	
Alvord, Burdick & Howson	2002-319	10/31/02	Underground Corrosion Mtg Rep.: 09/25/02-10/24/02	WF-6632	181.48	
Alvord, Burdick & Howson	2002-320	10/31/02	GIS Utility Mapping Task Order # 10: 09/25/02-10/24/02	WF-6389	1,435.37	
Alvord, Burdick & Howson	2002-321	10/31/02	72" Along Rt. 83 (TIB-1) Task Order # 11: 09/25/02-10/24/02	WF-7913	30,734.57	
Alvord, Burdick & Howson	2002-322	10/31/02	Blow-Off Valve Improvement Tsk Odr. #9: 09/25/02-10/24/02	WF-6389	1,870.02	
Alvord, Burdick & Howson	95 OT	10/31/02	Butterfield Rd. to Prairie Path - TW-2: 09/25/02-10/24/02	WF-7913	1,847.96	124,523.58
Ameritech	6308940725	10/04/02	Tank Site #1: 10/04/02-11/03/02	WF-6514	43.85	
Ameritech	6308340100	10/22/02	Service DPPS: 10/22/02-11/21/02	WF-6514	563.44	
Ameritech	708Z096241	10/16/02	Backup Telemetry Serv: 10/16/02-11/15/02	WF-6514	705.17	1,312.46
AT&T	6308340100	09/25/02	Long Dist. Serv. DPPS: 08/25/02-09/25/02	WF-6514	340.18	340.18
AT&T Wireless Service - Chicago	150038750	09/28/02	Cellular Phone Serv.: 08/27/02-09/26/02	WF-6514	215.68	
AT&T Wireless Service - Chicago	150038750	10/28/02	Cellular Phone Serv.: 09/27/02-10/26/02	WF-6514	99.86	315.54

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Avalon Petroleum Company	418989	10/10/02	Gasoline	WF-6642	1,284.50	
Avalon Petroleum Company	420138	10/29/02	Gasoline	WF-6642	1,464.00	2,748.50
AWWA Research Foundation	5187	04/12/02	Subscription	WF-6540	640.00	640.00
Basic Chemical Solutions LLC	S228167	09/27/02	Sodium Hypochlorite	WF-6613	2,242.80	
Basic Chemical Solutions LLC	S230251	10/17/02	Sodium Hypochlorite	WF-6613	2,250.00	4,492.80
Berland's House of Tools	319969	09/06/02	Maintenance Supplies	WF-6622	20.00	20.00
Bullis Lock Co., Inc.	3662	10/21/02	Padlocks & Keys	WF-6633	711.28	711.28
Chapman and Cutler	23-1082	10/22/02	Arbitrage Rebate Calculation	WF-6239	1,500.00	1,500.00
Chicago Tribune	2019001	10/06/02	Employment Ad	WF-6191	1,943.50	1,943.50
Chicago, City of: Dept. of Water	Ltr.	10/31/02	Operation Costs Lex. Sta.:07/01/02-07/31/02	WF-6611	42,859.85	
Chicago, City of: Dept. of Water	Ltr.	10/31/02	Operation Costs Lex. Sta.:08/01/02-08/31/02	WF-6611	36,323.07	
Chicago, City of: Dept. of Water	Ltr.	10/31/02	Operation Costs Lex. Sta.:09/01/02-09/30/02	WF-6611	40,406.37	119,589.29
Chicago, City of: Dept. of Water	Ltr.	10/07/02	Cont. Maint. & Repairs Lex. Sta.	WF-6611	31,071.43	31,071.43
Chicago, City of: Dept. of Water	Ltr.	09/30/02	Electric Service: 08/01/02-08/30/02	WF-6611	105,534.30	
Chicago, City of: Dept. of Water	Ltr.	10/18/02	Electric Service: 08/30/02-10/01/02	WF-6611	108,862.42	214,396.72
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	11/01/02	Water Supply: 10/01/02-10/31/02	WF-1910	(599,678.41)	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	11/01/02	Water Supply: 10/01/02-10/31/02	WF-6611	2,998,391.73	2,398,713.32
Choice Coffee Co.	108104	10/03/02	Coffee & Supplies	WF-6521	151.50	
Choice Coffee Co.	108183	10/28/02	Coffee & Supplies	WF-6521	53.30	204.80

ACPA0211  
ACCOUNTS PAYABLE SPREADSHEET

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11/14/02

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Commonwealth Edison	Various	10/28/02	CP Stations: 09/12/02-10/28/02	WF-6612	85.53	
Commonwealth Edison	Various	10/28/02	Meter Sta. Serv : 05/06/02-10/30/02	WF-6612	2,459.59	
Commonwealth Edison	Various	10/28/02	Remote Opr. Valves: 08/29/02-10/30/02	WF-6612	647.80	
Commonwealth Edison	Various	10/28/02	Tank Site Serv: 09/12/02-10/28/02	WF-6612	1,761.51	4,954.43
Connelly, GF Mechanical Contractors Inc.	6	10/30/02	Boiler Replacement: Partial Invoice No. 6	WF-6622	60,751.31 (a)	
Connelly, GF Mechanical Contractors Inc.	6	10/30/02	Boiler Replacement: Partial Invoice No. 6	WF-3520	(6,075.13) (a)	54,676.18
Constellation NewEnergy, Inc.	0297187001	10/24/02	DPPS Electric Service: 09/23/02-10/22/02	WF-6612	161,618.92	161,618.92
Dunbar Insulation Company, Inc.	02-2545	10/17/02	Repairs to Duct Insulation	WF-6622	1,100.00	1,100.00
Eastland Industries, Inc.	31275	10/28/02	Repair to EIM 1 HP Motor	WF-6633	347.00	347.00
Elmhurst Auto Parts	41553	10/28/02	Truck Battery: M-80328	WF-6641	76.47	76.47
Elmhurst Chevrolet	150219	10/02/02	Vehicle Maintenance	WF-6641	37.43	37.43
Elmhurst Plaza Standard	23156	10/02/02	Vehicle Maintenance: M-66159	WF-6641	446.05	
Elmhurst Plaza Standard	23251	10/23/02	Vehicle Maintenance: M-66159	WF-6641	224.95	671.00
Federal Express Corp.	4/436-48440	10/25/02	Messenger Service	WF-6532	113.55	113.55
First USA Bank, NA	311806002470	10/03/02	Replenish I-PASS: M-78556, M-127481	WF-6131	80.00	80.00
Gallagher, AJ Risk Mgmt Svcs PR	161532	10/31/02	General Liability 11/1/02-11/1/03	WF-1551	62,474.75	
Gallagher, AJ Risk Mgmt Svcs PR	161532	10/31/02	General Liability 11/1/02-11/1/03	WF-6411	60,786.25	
Gallagher, AJ Risk Mgmt Svcs PR	161772	10/31/02	Above Ground Property 11/1/02-11/1/03	WF-1551	113,842.92	
Gallagher, AJ Risk Mgmt Svcs PR	161772	10/31/02	Above Ground Property 11/1/02-11/1/03	WF-6421	110,766.08	
Gallagher, AJ Risk Mgmt Svcs PR	161570	10/31/02	Excess Above Ground Property 11/1/02-11/1/03	WF-1551	12,671.23	
Gallagher, AJ Risk Mgmt Svcs PR	161570	10/31/02	Excess Above Ground Property 11/1/02-11/1/03	WF-6421	12,328.77	
Gallagher, AJ Risk Mgmt Svcs PR	161576	10/31/02	Underground Property 11/1/02-11/1/03	WF-1551	66,516.37	

ACPA0211  
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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Gallagher, AJ Risk Mgmt Svcs PR	161576	10/31/02	Underground Property 11/1/02-11/1/03	WF-6421	64,718.63	
Gallagher, AJ Risk Mgmt Svcs PR	161582	10/31/02	Excess Underground Property 11/1/02-11/1/03	WF-1551	31,718.63	
Gallagher, AJ Risk Mgmt Svcs PR	161582	10/31/02	Excess Underground Property 11/1/02-11/1/03	WF-6421	30,861.37	
Gallagher, AJ Risk Mgmt Svcs PR	161590	10/31/02	Environmental Liability 11/1/02-11/1/03	WF-1551	253.42	
Gallagher, AJ Risk Mgmt Svcs PR	161590	10/31/02	Environmental Liability 11/1/02-11/1/03	WF-6411	246.58	567,185.00
Genco Industries, Inc.	MS-15	11/05/02	Cont. MS-15: Partial Invoice No. 2	WF-7100	86,140.50 (a)	
Genco Industries, Inc.	MS-15	11/05/02	Cont. MS-15: Partial Invoice No. 2	WF-1398	86,140.50 (a)	
Genco Industries, Inc.	MS-15	11/05/02	Cont. MS-15: Partial Invoice No. 2	WF-5900	(86,140.50) (a)	
Genco Industries, Inc.	MS-15	11/05/02	Cont. MS-15: Partial Invoice No. 2	WF-3520	(8,614.05) (a)	77,526.45
Grainger	937-255074-0	10/03/02	Electric Heaters	WF-6633	2,369.00	2,369.00
Hach Company	3219301	10/10/02	SCADA/Instrumentation	WF-6624	46.00	46.00
Hayes Plumbing	MS-14	11/05/02	Cont. MS-14: Partial Invoice No. 12	WF-7100	20,251.40 (a)	
Hayes Plumbing	MS-14	11/05/02	Cont. MS-14: Partial Invoice No. 12	WF-1398	20,251.40 (a)	
Hayes Plumbing	MS-14	11/05/02	Cont. MS-14: Partial Invoice No. 12	WF-5900	(20,251.40) (a)	
Hayes Plumbing	MS-14	11/05/02	Cont. MS-14: Partial Invoice No. 12	WF-3520	71,666.37 (a)	91,917.77
Holland & Knight	Ltr.	10/16/02	Legal Services: September 2002	WF-7951	5,591.04	
Holland & Knight	Ltr.	10/16/02	Legal Services: September 2002	WF-6251	14,142.80	19,733.84
Home Depot	2022064	10/17/02	Maintenance Supplies	WF-6622	45.96	
Home Depot	4140129	10/05/02	Maintenance Supplies	WF-6622	11.91	
Home Depot	8161709	10/21/02	Maintenance Supplies	WF-6622	7.45	65.32
HSQ Technology	5113	10/28/02	SCADA Support Service: 10/01/02-10/31/02	WF-6624	450.00	450.00
J.U.L.I.E.	09-02-0322	10/01/02	Utility Locates: September 2002	WF-6634	3,720.80	3,720.80
Jim's Painting & Decorating, Inc.	1637	10/19/02	Paint Exhaust Shaft	WF-6622	2,160.00	2,160.00

ACPA0211  
ACCOUNTS PAYABLE SPREADSHEET

## MEETING OF

11/14/02

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 d - Amount to be deducted from construction contract

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Joliet Junior College	345797	10/17/02	Electrical and Motor Training: M. Weed	WF-6132	1,280.00	1,280.00
Kennedy, Geo. W. Construction Co., Inc.	1131	10/25/02	Insurance and Bonds - QR-6/02	WF-6631	18,150.00	18,150.00
KOI Computers	104072	10/18/02	Repairs to Computer for Syslog Server	WF-6550	65.00	65.00
Kovilic Construction Company	SS-3	11/05/02	Cont. SS-3: Partial Invoice No. 14	WF-3520	60,301.49 (a)	60,301.49
McMaster-Carr Supply Company	61268700	10/09/02	Maintenance Supplies	WF-6622	19.43	19.43
Mel's Ace Hardware	Various	10/30/02	Maintenance Supplies: October 2002	WF-6622	385.37	
Mel's Ace Hardware	Various	10/30/02	Locator Batteries	WF-6634	25.16	
Mel's Ace Hardware	Various	10/30/02	Vehicle Maintenance: October 2002	WF-6641	61.28	471.81
Menards - Hillside	87290	10/08/02	Maintenance Supplies	WF-6622	119.52	
Menards - Hillside	87675	10/10/02	Maintenance Supplies	WF-6622	77.19	196.71
Naperville, City of	136039	10/08/02	Building Inspections: MS-14	WF-7100	61.00	61.00
Naperville, City of	Various	10/30/02	Meter Sta. Service: 08/26/02-10/15/02	WF-6612	274.63	274.63
National City Bank of Indiana		10/04/02	Custodial Fees: September 2002	WF-6233	983.80	983.80
Nextel	648652511	10/12/02	Cellular Phone Serv.: 09/09/02-10/08/02	WF-6514	61.93	61.93
NICOR	2-38-82-32429	10/21/02	DPPS Service: 08/13/02-10/11/02	WF-6513	413.31	413.31
Pitney Bowes Inc.	491444	10/13/02	Late Charge	WF-6521	5.00	5.00
PMA Financial Network Inc.	7719	10/15/02	PMA Bank Analysis Report	WF-6232	625.00	625.00

ACPA0211  
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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Primera	13283	10/08/02	Heating System Engineering - Res. Eng.: 09/01/02-09/30/02	WF-6389	1,940.30	
Primera	13284	10/08/02	Heating System Engineering: 09/01/02-09/30/02	WF-6389	3,665.00	5,605.30
Quill	Various	10/08/02	Office Supplies: October 2002	WF-6521	299.77	299.77
Red Wing Shoe Stores	450014298	10/23/02	Safety Shoes: W. Wegner	WF-6636	172.00	
Red Wing Shoe Stores	450110522	10/31/02	Safety Shoes: R. Nolan	WF-6626	184.00	356.00
Rossi Contractors, Inc.	BOV-1	10/31/02	Cont. BOV-1: Partial Invoice No. 4	WF-6631	316,802.57 (a)	
Rossi Contractors, Inc.	BOV-1	10/31/02	Cont. BOV-1: Partial Invoice No. 4	WF-3520	(31,680.25) (a)	
Rossi Contractors, Inc.	BOV-1	10/31/02	Cont. BOV-1: Partial Invoice No. 4	WF-3530	(1,590.00) (a)	283,532.32
Rossi Contractors, Inc.	TW-2	10/30/02	Cont. TW-2: Partial Invoice No. 27	WF-7500	697,987.08 (a)	
Rossi Contractors, Inc.	TW-2	10/30/02	Cont. TW-2: Partial Invoice No. 27	WF-1398	126,526.02 (a)	
Rossi Contractors, Inc.	TW-2	10/30/02	Cont. TW-2: Partial Invoice No. 27	WF-3520	(87,162.03) (a)	
Rossi Contractors, Inc.	TW-2	10/30/02	Cont. TW-2: Partial Invoice No. 27	WF-3530	(1,860.00) (a)	
Rossi Contractors, Inc.	TW-2	10/30/02	Cont. TW-2: Partial Invoice No. 27	WF-6631	47,107.19 (a)	782,598.26
Royal Office Products	449950	10/11/02	Office Supplies	WF-6521	110.07	
Royal Office Products	453047	10/15/02	Office Supplies	WF-6521	14.75	
Royal Office Products	470937	10/25/02	Office Supplies	WF-6521	53.23	
Royal Office Products	473805	10/29/02	File Cabinet & Office Supplies	WF-6521	497.43	
Royal Office Products	679316	11/06/02	Office Supplies: Credit Memo	WF-6521	(14.75)	660.73
SBC Paging	2220004	10/01/02	Pager Service: 10/01/02-10/31/02	WF-6514	140.66	
SBC Paging	2220004	11/01/02	Pager Service: 11/01/02-11/30/02	WF-6514	165.91	306.57
Seeco Consultants, Inc.	10562	10/31/02	Material Testing Services - TW-2: 09/16/02-10/15/02	WF-7962	9,991.00 (a)	
Seeco Consultants, Inc.	10562	10/31/02	Material Testing Services - MS-15: 09/16/02-10/15/03	WF-7962	340.00 (a)	10,331.00
Sooper Lube	13330	10/26/02	Vehicle Maintenance: M-99818	WF-6641	28.95	28.95

ACPA0211  
ACCOUNTS PAYABLE SPREADSHEET

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Specialty Mat Service	173953	10/07/02	Floor Mat Service: 10/07/02	WF-6622	57.25	
Specialty Mat Service	175483	10/21/02	Floor Mat Service: 10/21/02	WF-6622	57.25	114.50
SPI Energy Group		11/01/02	Renegotiation of Power Supply Contract: 10/01/02-10/31/02	WF-6389	102.50	102.50
The Wall Street Journal		10/18/02	2 Year Subscription Renewal	WF-6540	319.00	319.00
ThyssenKrupp Elevator Company	4300	10/01/02	Elevator Maintenance: 10/01/02-10/31/02	WF-6395	203.94	
ThyssenKrupp Elevator Company	42001	11/01/02	Elevator Maintenance: 11/01/02-11/30/02	WF-6395	203.94	407.88
Total Facility Maintenance, Inc.	110951	11/01/02	DPPS Cleaning Services: November 2002	WF-6622	1,867.50	
Total Facility Maintenance, Inc.	111011	10/21/02	Janitorial Supplies	WF-6622	295.60	2,163.10
Tree Towns Repro Service	668452	10/08/02	Mylar Reproductions	WF-6531	20.70	20.70
United Radio	8114100	09/30/02	Emergency Radio Antenna Replacement	WF-6952	488.00	
United Radio	8151000	10/22/02	Strobe Lights, Power Supply, Relay & Switch: M-134705	WF-6961	906.05	1,394.05
Verizon Wireless	Various	10/29/02	Cellular Phone Serv.: 09/29/02-11/28/02	WF-6514	441.70	441.70
Waste Management North	1403510-2008-0	10/02/02	Refuse Disposal	WF-6622	145.63	145.63
Xpect First Aid	343131333	10/16/02	First Aid Supplies	WF-6622	32.20	32.20
Ziebell Water Service Products, Inc.	153106	10/31/02	10" Flange Coupling Adapter	WF-6633	595.50	595.50
Total Accounts Payable						5,074,441.29 =====



VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET

VENDOR	DESCRIPTION	CURRENT VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Chicago, City of: Supt. of Wtr. Coll.	Water Supply: 10/01/02-10/31/02	2,398,713.32	2,398,713.32	47.270%
Rossi Contractors, Inc.	Cont. TW-2: Partial Invoice No. 27	782,598.26	3,181,311.58	62.693%
Gallagher, AJ Risk Mgmt Svcs PR	Insurance	567,185.00	3,748,496.58	73.870%
Rossi Contractors, Inc.	Cont. BOV-1: Partial Invoice No. 4	283,532.32	4,032,028.90	79.458%
Chicago, City of: Dept. of Water	Electric Service: 08/01/02-10/01/02	214,396.72	4,246,425.62	83.683%
Constellation NewEnergy, Inc.	DPPS Electric Service: 09/23/02-10/22/02	161,618.92	4,408,044.54	86.868%
Alvord, Burdick & Howson	Engineering Services	124,523.58	4,532,568.12	89.322%
Chicago, City of: Dept. of Water	Operation Costs Lex. Sta.: 07/01/02-09/30/02	119,589.29	4,652,157.41	91.678%
Hayes Plumbing	Cont. MS-14: Partial Invoice No. 12	91,917.77	4,744,075.18	93.490%
Genco Industries, Inc.	Cont. MS-15: Partial Invoice No. 2	77,526.45	4,821,601.63	95.017%
Kovilic Construction Company	Cont. SS-3: Partial Invoice No. 14	60,301.49	4,881,903.12	96.206%
Connelly, GF Mechanical Contractors Inc.	Boiler Replacement: Partial Invoice No. 6	54,676.18	4,936,579.30	97.283%
Chicago, City of: Dept. of Water	Cont. Maint. & Repairs Lex. Sta.	31,071.43	4,967,650.73	97.896%
Holland & Knight	Legal Services: September 2002	19,733.84	4,987,384.57	98.284%
Kennedy, Geo. W. Construction Co., Inc.	Insurance and Bonds - QR-6/02	18,150.00	5,005,534.57	98.642%

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET

VENDOR	DESCRIPTION	CURRENT VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Seeco Consultants, Inc.	Material Testing Services - MS-15, TW-2: 09/16/02-10/15/03	10,331.00	5,015,865.57	98.846%
Acres Group, Inc.	Landscape Mgmt Serv: October & November 2002	8,747.50	5,024,613.07	99.018%
Primera	Heating System Engineering: 09/01/02-09/30/02	5,605.30	5,030,218.37	99.129%
Commonwealth Edison	Meter Station, ROV, CP, Tank Site Electric Service	4,954.43	5,035,172.80	99.226%
Basic Chemical Solutions LLC	Sodium Hypochlorite	4,492.80	5,039,665.60	99.315%
J.U.L.I.E.	Utility Locates: September 2002	3,720.80	5,043,386.40	99.388%
Avalon Petroleum Company	Gasoline	2,748.50	5,046,134.90	99.442%
Grainger	Electric Heaters	2,369.00	5,048,503.90	99.489%
Total Facility Maintenance, Inc.	DPPS Cleaning Services: Nov. 2002, Janitorial Supplies	2,163.10	5,050,667.00	99.531%
Jim's Painting & Decorating, Inc.	Paint Exhaust Shaft	2,160.00	5,052,827.00	99.574%
Chicago Tribune	Employment Ad	1,943.50	5,054,770.50	99.612%
AKT-1 Industries, Inc.	Maintenance Supplies	1,595.80	5,056,366.30	99.644%
Chapman and Cutler	Arbitrage Rebate Calculation	1,500.00	5,057,866.30	99.673%
United Radio	Lights, Power Supply, Relay & Switch, Antenna Replacement	1,394.05	5,059,260.35	99.701%
Ameritech	Telephone Service	1,312.46	5,060,572.81	99.727%
Joliet Junior College	Electrical and Motor Training: M. Weed	1,280.00	5,061,852.81	99.752%

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET

VENDOR	DESCRIPTION	CURRENT VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Dunbar Insulation Company, Inc.	Repairs to Duct Insulation	1,100.00	5,062,952.81	99.774%
National City Bank of Indiana	Custodial Fees: September 2002	983.80	5,063,936.61	99.793%
Bullis Lock Co., Inc.	Padlocks & Keys	711.28	5,064,647.89	99.807%
Elmhurst Plaza Standard	Vehicle Maintenance: M-66159	671.00	5,065,318.89	99.820%
Royal Office Products	File Cabinet & Office Supplies	660.73	5,065,979.62	99.833%
AWWA Research Foundation	Subscription	640.00	5,066,619.62	99.846%
PMA Financial Network Inc.	PMA Bank Analysis Report	625.00	5,067,244.62	99.858%
Ziebell Water Service Products, Inc.	10" Flange Coupling Adapter	595.50	5,067,840.12	99.870%
Mel's Ace Hardware	Maintenance Supplies, Vehicle Maint., Locator Batteries	471.81	5,068,311.93	99.879%
HSQ Technology	SCADA Support Service: 10/01/02-10/31/02	450.00	5,068,761.93	99.888%
Verizon Wireless	Cellular Phone Serv.: 10/12/02-11/11/02	441.70	5,069,203.63	99.897%
NICOR	DPPS Service: 08/13/02-10/11/02	413.31	5,069,616.94	99.905%
ThyssenKrupp Elevator Company	Elevator Maintenance: 10/01/02-11/30/02	407.88	5,070,024.82	99.913%
Red Wing Shoe Stores	Safety Shoes: R. Nolan, W. Wegner	356.00	5,070,380.82	99.920%
Eastland Industries, Inc.	Repair to EIM 1 HP Motor	347.00	5,070,727.82	99.927%

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET

VENDOR	DESCRIPTION	CURRENT VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
AT&T	Long Dist. Serv. DPPS: 08/25/02-09/25/02	340.18	5,071,068.00	99.934%
The Wall Street Journal	2 Year Subscription Renewal	319.00	5,071,387.00	99.940%
AT&T Wireless Service - Chicago	Cellular Phone Serv.: 08/27/02-10/26/02	315.54	5,071,702.54	99.946%
SBC Paging	Pager Service: 10/01/02-11/30/02	306.57	5,072,009.11	99.952%
Quill	Office Supplies	299.77	5,072,308.88	99.958%
Naperville, City of	Meter Sta. Service: 09/16/02-10/15/02	274.63	5,072,583.51	99.963%
A.N.S.I., Inc.	Window Washing DPPS: October 2002	210.00	5,072,793.51	99.968%
Choice Coffee Co.	Coffee & Supplies	204.80	5,072,998.31	99.972%
Menards - Hillside	Maintenance Supplies	196.71	5,073,195.02	99.975%
Waste Management North	Refuse Disposal	145.63	5,073,340.65	99.978%
Specialty Mat Service	Floor Mat Service: October 2002	114.50	5,073,455.15	99.981%
Federal Express Corp.	Messenger Service	113.55	5,073,568.70	99.983%
Alternative Business Suppliers Incorporated	Copier Maintenance	105.66	5,073,674.36	99.985%
SPI Energy Group	Renegotiation of Power Supply Contract: 10/01/02-10/31/02	102.50	5,073,776.86	99.987%
First USA Bank, NA	Replenish I-PASS: M-78556, M-127481	80.00	5,073,856.86	99.988%
Elmhurst Auto Parts	Truck Battery: M-80328	76.47	5,073,933.33	99.990%

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET

VENDOR	DESCRIPTION	CURRENT VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Home Depot	Maintenance Supplies	65.32	5,073,998.65	99.991%
KOI Computers	Repairs to Computer for Syslog Server	65.00	5,074,063.65	99.993%
Nextel	Cellular Phone Serv.: 09/09/02-10/08/02	61.93	5,074,125.58	99.994%
Naperville, City of	Building Inspections: MS-14	61.00	5,074,186.58	99.995%
Hach Company	SCADA/Instrumentation	46.00	5,074,232.58	99.996%
Aerex Pest Control	Exterminator: October 2002	45.00	5,074,277.58	99.997%
Elmhurst Chevrolet	Vehicle Maintenance	37.43	5,074,315.01	99.998%
Xpect First Aid	First Aid Supplies	32.20	5,074,347.21	99.998%
Sooper Lube	Vehicle Maintenance: M-99818	28.95	5,074,376.16	99.999%
Tree Towns Repro Service	Mylar Reproductions	20.70	5,074,396.86	99.999%
Berland's House of Tools	Maintenance Supplies	20.00	5,074,416.86	100.000%
McMaster-Carr Supply Company	Maintenance Supplies	19.43	5,074,436.29	100.000%
Pitney Bowes Inc.	Late Charge	5.00	5,074,441.29	100.000%
Total Accounts Payable		5,074,441.29	=====	



# **DuPage Water Commission**

## **MEMORANDUM**

TO: Chairman & Commissioners

FROM: General Manager

DATE: November 8, 2002

SUBJECT: General Committee Information

Attached is a memorandum prepared by Chairman Vondra in response to my memorandum dated September 26, 2002 regarding general committee information.

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**MEMO**

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**TO:** JIM HOLZWART  
**FROM:** MIKE VONDRA  
**SUBJECT:** COMMITTEE INFORMATION  
**DATE:** 11/6/2002

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The following is a list of items that I want to discuss with you because I want to include them in the agenda package that goes out to the commissioners for the next meeting on 11/14/02.

I liked your format for the committee information and it's a good outline of what the committee agendas should look like with a separate section for recurring and non-recurring items. This way the committees themselves can prioritize non-recurring items for what they will have time to address on a monthly basis. I would like to add the following items to each committee's non-recurring item agenda, subject to your comment and possible modification. Each committee chairman can then prioritize what they will be addressing at the meetings.

For the Administration Committee's Non-Recurring Items, I would like to add:

1. Structure of contracts for water sale to other communities or entities
2. Any possible legislative changes to benefit the commission
- As a sub-note to Item 3 under your non-recurring items, I would add after "emergency service":
- 3a. What are the opportunities to save investment at this time and enhance service?

For the Engineering Committee's Non-Recurring Items, I would like to add:

1. What integral parts of the system are not yet constructed and what can we do to promote construction? (i.e. Lisle reservoir)
2. In an educational format for the commissioners, what is the process for determining future additions to the water commission system that are currently planned or proposed?  
What is the business case justification for these additions?
3. From an engineering perspective, what are the opportunities to sell water and reduce commission cost of operation through expansion?
4. Are there any alternatives for additional interconnects to improve the integrity of the system?

For the Finance Committee's Non-Recurring Items, I would like to add:

1. Review the original charter customer agreements and accounts
2. In an educational format for the commissioners, what is the basis for reimbursement for customer infrastructure and what are the criteria for comparison between charter customers and subsequent customers?
3. Determine the return on investment and feasibility of pre-payment of the bonds
  - a. General Obligation
  - b. Revenue

Jim, for the All Committees section, I think that the Five Year Capital Improvement Plan should be plugged into each committee. If there is a specific component that needs to be addressed by each committee, then it should be on the agenda as such instead of being grouped as it is. Grouped in this current format, it is not specific enough to advance the agenda.



# DuPage Water Commission

## MEMORANDUM

TO: Chairman & Commissioners

FROM: General Manager

DATE: September 26, 2002

SUBJECT: General Committee Information

The following information was put together to assist the newly reconstituted committee in scheduling their routine business items along with an idea of the kinds of more-recurring items that have been assigned to each committee from time to time.

### **Administration Committee**

#### A. Recurring Items

1. Review of specific subsequent customer agreements
2. Review and amendment of personnel manual
3. Review commission by-laws
4. Review of benefit package for employees
5. Annual review and performance evaluation of General Manager

#### B. Non-Recurring Items

1. Degradation of Commission facilities in West Avenue (due to blasting)
2. Service to DuPage County
3. Emergency interconnection facilities, terms of payment, and eligibility for emergency service
4. Population and service district surveys
5. Private use of Commission facilities
6. Liaison with DuPage Mayors & Managers

### **Engineering Committee**

#### A. Recurring Items

1. Review progress payments
2. Review construction contract change orders
3. Review additional engineering service in monthly payment schedules



**B. Non-Recurring Items**

1. Review engineering agreements and amendments to engineering agreements presented by staff
2. Review changes to General Conditions and Contract Specifications
3. Review recommended routes for construction projects
4. Engineering and construction related public relation issues
5. Primary review of capital improvement programs
6. Evaluate construction conflicts
7. Recommend alternative construction practices and standards

**Finance Committee****A. Recurring Items**

1. Review monthly Treasurer's Report
2. Review monthly Financial Statements
3. Review Accounts Payable
4. Review tri-annual cash and investment special reports
5. Review annual audited financial statements

**B. Non-Recurring Items**

1. Lead the review of the Management Budget
2. Review insurance issues
3. Review investment policies
6. Review financial policies
7. Review debt issuance policies
8. Review retention of finance related consultants

**All Committees****A. Recurring Items**

1. Five Year Capital Improvement Plan (January)
2. Management Budget (February)