



DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE DU PAGE WATER COMMISSION WILL BE HELD AT 2:00 P.M. ON THURSDAY, MARCH 11, 2004, AT ITS OFFICES LISTED BELOW. THE AGENDA FOR THE SPECIAL MEETING IS AS FOLLOWS:

AGENDA

**DU PAGE WATER COMMISSION
SPECIAL MEETING
THURSDAY, MARCH 11, 2004
2:00 P.M.**

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

- I. Roll Call
- II. Executive Session
- III. Action on Items Related to C-Factor Issues
- IV. Five Year Capital Improvement Plan
- V. Adjournment

Board/Agenda/Commission/Rcm0403S.doc

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.



DuPage Water Commission

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AGENDA

**DU PAGE WATER COMMISSION
THURSDAY, MARCH 11, 2004
7:30 P.M.**

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

- I. Roll Call
(Majority of the Commissioners then in office—minimum 7)
- II. Administering Official Oath
 - A. John Vrdolyak, County Representative District 3
 - B. Gregory Mathews, Municipal Representative District 4
 - C. Ross Ferraro, Municipal Representative District 6
- III. Public Comments
- IV. Approval of Minutes
 - A. Regular Meeting of February 12, 2004
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
 - B. Executive Session Meeting of February 12, 2004
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
- V. Treasurer's Report – February 2004
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
- VI. Committee Reports
 - A. Administration Committee
 1. Report of 3/11/04 Meeting
 2. Actions on Items Listed on 3/11/04 Administration Committee Agenda
 - B. Engineering & Construction Committee
 1. Report of 3/11/04 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.

2. Actions on Items Listed on 3/11/04 Engineering & Construction Committee Agenda
- C. Finance Committee
1. Report of 3/11/04 Meeting
 2. Actions on Items Listed on 3/11/04 Finance Committee Agenda
- VII. Chairman's Report
- VIII. Omnibus Vote Requiring Majority Vote
- A. Resolution R-8-04: A Resolution Approving Certain Contract Change Orders at the March 11, 2004 DuPage Water Commission Meeting
(Concurrence of a Majority of the Appointed Commissioners—7)
 - B. Resolution R-9-04: A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
 - C. Resolution R-10-04: A Resolution Awarding the Landscape Maintenance Services Contract
(Concurrence of a Majority of the Appointed Commissioners—7)
 - D. Resolution R-11-04: A Resolution Approving and Authorizing the Execution of an Interim Agreement with BP Pipelines (North America) Inc.
(Concurrence of a Majority of the Appointed Commissioners—7)
 - E. Resolution R-12-04: A Resolution Authorizing the Execution of an Intergovernmental Agreement between the DUPAGE Water Commission and the City of Elmhurst Regarding Electrical Work
(Concurrence of a Majority of the Appointed Commissioners—7)
- IX. Omnibus Vote Requiring Super-Majority or Special Majority Vote
- A. Resolution R-7-04: A Resolution Approving and Ratifying Certain Work Authorization Order(s) Under Quick Response Contract QR-6/02 at the March 11, 2004 DuPage Water Commission Meeting
(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)
 - B. Ordinance O-10-03: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 7 of Article II)
(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

C. Ordinance O-6-04: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities Between the DuPage Water Commission and the Village of Lombard

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

X. Old Business

- Summary of Action Taken Since Previous Meeting

XI. New Business

A. Approval of Purchase Order No. 7965

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

B. Approval of Purchase Order No. 7976

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

XII. Accounts Payable

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

XIII. Public Comments

XIV. Executive Session

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

XV. Adjournment

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

**MINUTES OF A MEETING OF THE
DU PAGE WATER COMMISSION
HELD ON THURSDAY, FEBRUARY 12, 2004
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Vondra at 7:35 P.M.

Commissioners in attendance: R. Benson (by telephone), E. Chaplin, T. Feltes, W. Mueller, W. Murphy, R. Thorn, G. Wilcox (by telephone), D. Zeilenga and M. Vondra

Commissioners absent: R. Ferraro, L. Hartwig and A. Poole

Also in attendance: M. Crowley, R. Martin, E. Kazmierczak, R. Skiba and W. Green (AB&H)

Commissioners Feltes and Murphy took their Oath of Office.

PUBLIC COMMENTS

Commissioner Mueller moved to approve the Minutes of the January 8, 2004 meeting of the DuPage Water Commission. Seconded by Commissioner Thorn and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The Treasurer's Report for the month of January 2004 showed receipts of \$7,180,660.36, disbursements of \$5,102,110.08 and a cash and investment balance of \$192,248,506.32.

Commissioner Thorn moved to accept the January 2004 Treasurer's Report. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Report by Commissioner Thorn

Commissioner Thorn reported that even though the Administration Committee did not meet, Commissioners Zeilenga and Thorn reviewed the legal services proposals and the executive search materials received.

Based on rates and experience, Commissioner Thorn moved to appoint Holland & Knight as General Counsel and Moss and Bloomberg as special counsel, both for a term of one year, and to authorize the Acting General Manager to negotiate any retainer

Minutes of the 2/12/04 Meeting

with the General Counsel that is deemed advisable. Seconded by Commissioner Zeilenga.

Discussion ensued. In deference to Commissioners Murphy's and Mueller's stated preference of deferring consideration until included on the Board's meeting agenda, Commissioner Thorn withdrew his motion, Commissioner Zeilenga withdrew his second, and the matter was referred to the Administration Committee for further review.

The Commissioners next discussed the search for the permanent General Manager. The issue of conducting the interviews in concurrent or single sessions was discussed. Noting a desire to be able to hear questions asked by other Commissioners, it was the consensus of the Commissioners that interviews be conducted in single sessions. It was also the consensus of the Commissioners that the revised draft of the recruitment profile for the General Manager position was acceptable.

Robert Martin, Acting General Manager, inquired whether the search process for the Financial Administrator could begin, noting the importance of beginning the process due to the approaching retirement of the present Financial Administrator. Commissioner Murphy moved to authorize the Acting General Manager to negotiate an extension of the services of The Par Group – Paul A Reaume, Ltd. to proceed with the recruitment process for the new Financial Administrator. Seconded by Commissioner Feltes and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, W. Mueller, W. Murphy, R. Thorn, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Absent: R. Ferraro, L. Hartwig and A. Poole

Engineering Committee – No Committee Meeting was held

Finance Committee – No Committee Meeting was held

Chairman's Report

Chairman Vondra advised the Commissioners that a C-Factor Task Force meeting will be held soon.

OMNIBUS VOTE AGENDA

Commissioner Thorn moved to adopt the items listed on the Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Zeilenga and unanimously approved by a Roll Call Vote:

Minutes of the 2/12/04 Meeting

Majority Omnibus Vote

Ayes: R. Benson, E. Chaplin, T. Feltes, W. Mueller, W. Murphy, R. Thorn, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Absent: R. Ferraro, L. Hartwig and A. Poole

Item 1. Ordinance O-4-04: Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Abating the 2003 Tax Levy for \$93,970,000 General Obligation Water Refunding Bonds, Series 2001, of the Commission – “Omnibus Vote”

Item 2. Ordinance O-5-04: An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Construction and Maintenance of the TIB-1 Inner Belt Transmission Main and Authorizing Execution of the Easement Agreement (City of Elmhurst) – “Omnibus Vote”

Item 3. Resolution R-5-04: A Resolution Releasing Certain Executive Session Meeting Minutes at the February 12, 2004 DuPage Water Commission Meeting – “Omnibus Vote”

Commissioner Murphy requested that Resolution No. R-6-04 be removed from the Super/Special Majority Omnibus Vote Agenda.

Commissioner Chaplin moved to adopt the items listed on the revised Super/Special Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Zeilenga and unanimously approved by a Roll Call Vote:

Super/Special Majority Omnibus Vote

Ayes: R. Benson, E. Chaplin, T. Feltes, W. Mueller, W. Murphy, R. Thorn, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Absent: R. Ferraro, L. Hartwig and A. Poole

Item 1. Ordinance O-2-04: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Article VI Concerning Closed Meetings) – “Omnibus Vote”

Item 2. Resolution R-4-04: A Resolution Approving a First Amendment to Task Order No. 16 Under a Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C. – “Omnibus Vote”

Minutes of the 2/12/04 Meeting

Commissioner Thorn moved to approve Resolution No. R-6-04: A Resolution Approving and Ratifying Certain Task Order(s) Under a Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C. at the February 12, 2004 DuPage Water Commission Meeting. Seconded by Commissioner Zeilenga.

Commissioner Murphy requested a “no” vote on Resolution No. R-6-04 because the Charter Customers’ previously requested a voice on Section 12(c) matters, because the full cost of Contract TW-3 was being borne by the Charter Customers, and because of the C-Factor issue. Chairman Vondra noted that Resolution No. R-6-04 did not involve Section 12(c) of the Charter Customer Contract or Contract TW-3.

The motion failed by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, W. Mueller, R. Thorn, G. Wilcox, D. Zeilenga and M. Vondra

Nays: W. Murphy

Absent: R. Ferraro, L. Hartwig and A. Poole

Commissioner Mueller requested the matter be included on the Engineering Committee’s March meeting agenda.

OLD BUSINESS

Commissioner Mueller moved to ratify Chairman Vondra’s appointment of Commissioner Hartwig to the C-Factor Task Force. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

NEW BUSINESS

Commissioner Chaplin moved to approve the Five Year Capital Improvement Plan as presented. Seconded by Commissioner Zeilenga.

Discussion ensued regarding the Five Year Capital Improvement Plan. Commissioner Murphy questioned the justification for Contract TW-3 and how the cost for the construction of Contract TW-3 would be assigned to future customers.

After thanking staff for preparing materials related to three alternative Five Year Capital Improvement Plan options, Commissioner Murphy requested that a fourth option be considered: A one-year deferment of Contract TW-3 and a combined water rate of \$1.60 per 1,000 gallons during the five-year planning period. Whereupon, Commissioner Murphy moved to amend Commissioner Chaplin’s motion to approve the Five Year Capital Improvement Plan as presented by striking out the words “as presented” and by adding to the end of the motion the words “as revised to defer

Minutes of the 2/12/04 Meeting

Contract TW-3 by one year and change the combined water rate from \$1.65 to \$1.60 per 1,000 gallons during the entire five-year planning period. Seconded by Commissioner Mueller.

Commissioner Wilcox moved to lay on the table Commissioner Murphy's motion. Seconded by Commissioner Benson and approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, W. Murphy, R. Thorn, G. Wilcox and M. Vondra

Nays: W. Mueller and D. Zeilenga

Absent: R. Ferraro, L. Hartwig and A. Poole

Commissioner Benson terminated his telephone conference connection at 8:48 P.M.

Commissioner Chaplin moved to direct staff to distribute the Tentative Draft Management Budget for Fiscal Year 2004 – 2005 to the Commission's customer utilities. Seconded by Commissioner Feltes and unanimously approved by Voice Vote.

All voted aye. Motion carried.

Commissioner Mueller moved to approve Chairman Vondra's appointment of Maureen Crowley as Clerk. Seconded by Commissioner Thorn and unanimously approved by Voice Vote.

All voted aye. Motion carried.

Commissioner Mueller moved to approve Chairman Vondra's appointment of Richard Thorn as Treasurer, effective as of March 1, 2004 and with a stipend of \$50 per meeting. Seconded by Commissioner Chaplin and approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, W. Mueller, W. Murphy, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Abstain: R. Thorn

Absent: R. Ferraro, L. Hartwig and A. Poole

Commissioner Murphy moved to approve Purchase Order No. 7909 in the amount of \$11,905.00 to Kingsbury Inc. Seconded by Commissioner Chaplin and unanimously approved by a Roll Call Vote:

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Ayes: E. Chaplin, T. Feltes, W. Mueller, W. Murphy, R. Thorn, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Absent: R. Ferraro, L. Hartwig and A. Poole

ACCOUNTS PAYABLE

Commissioner Thorn moved to approve the Accounts Payable in the amount of \$3,882,550.31 subject to submission of all contractually required documentation. Seconded by Commissioner Zeilenga and approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, W. Mueller, R. Thorn, G. Wilcox, D. Zeilenga and M. Vondra

Nays: W. Murphy

Absent: R. Ferraro, L. Hartwig and A. Poole

PUBLIC COMMENTS

Joseph Breinig, Carol Stream Village Manager, informed the Commission that Carol Stream is interested in an additional connection point but that the Village does not have a pressure problem.

John Perry, Woodridge Village Administrator, noted that the draft budget shows a water rate of \$1.67 per 1,000 gallons on one page.

Commissioner Murphy moved to go into Executive Session to discuss matters related to pending, probable or imminent litigation pursuant to 5 ILCS 120/2(c)(11). Seconded by Commissioner Chaplin and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, W. Mueller, W. Murphy, R. Thorn, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Absent: R. Ferraro, L. Hartwig and A. Poole

The Commission went into Executive Session at 9:07 P.M.

Commissioner Wilcox terminated his telephone conference connection at 9:12 P.M.

Commissioner Mueller moved to come out of Executive Session at 9:40 P.M. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Minutes of the 2/12/04 Meeting

Commissioner Thorn moved to adjourn the meeting at 9:42 P.M. Seconded by
Commissioner Mueller and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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DU PAGE WATER COMMISSION
WATER FUND
CASH BASIS GENERAL LEDGER
STATEMENT OF REVENUES & EXPENDITURES
February 29, 2004

REVENUE	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL FY 2004	ACTUAL FY 2003	INCR. - (DECR.)	ACTUAL FY 2004	ACTUAL FY 2003	INCR. - (DECR.)
BOND ISSUE PROCEEDS	0.00	0.00	0.00	145,211,098.56	0.00	145,211,098.56
WATER SALES	4,212,484.93	4,227,540.96	(15,056.03)	45,455,892.30	46,046,946.34	(591,054.04)
SALES TAXES	2,765,531.65	2,623,260.70	142,270.95	26,089,582.35	26,181,926.49	(92,344.14)
INVESTMENT INCOME	159,014.88	836,698.01	(677,683.13)	3,445,879.07	4,982,438.54	(1,536,559.47)
OTHER INCOME	0.00	3,054.25	(3,054.25)	188,901.49	1,011,458.77	(822,557.28)
TOTAL REVENUE	7,137,031.46	7,690,553.92	(553,522.46)	220,391,353.77	78,222,770.14	142,168,583.63
EXPENSES						
PERSONAL SERVICES	189,797.80	202,422.82	(12,625.02)	3,943,000.06	1,997,112.93	1,945,887.13
PROFESSIONAL SERVICES	41,899.23	122,513.67	(80,614.44)	434,466.10	363,067.52	71,398.58
CONTRACTUAL SERVICES	26,072.02	19,961.07	6,110.95	541,248.05	189,979.71	351,268.34
INSURANCE	13,815.00	0.00	13,815.00	960,457.54	659,300.59	301,156.95
ADMINISTRATIVE COSTS	9,765.90	9,217.84	548.06	89,186.39	86,272.74	2,913.65
WATER SUPPLY COSTS	3,003,011.81	3,108,458.07	(105,446.26)	33,313,637.08	32,402,062.70	911,574.38
BOND PRINCIPAL & INTEREST	0.00	0.00	0.00	168,137,711.97	19,967,982.50	148,169,729.47
LAND AND RIGHT OF WAY	0.00	0.00	0.00	2,995.00	3,495.00	(500.00)
CAPITAL OUTLAY	3,482.03	34,089.75	(30,607.72)	50,577.27	108,584.34	(58,007.07)
TOTAL OPERATING EXPENSES	3,287,843.79	3,496,663.22	(208,819.43)	207,473,279.46	55,777,858.03	151,695,421.43
CONSTRUCTION EXPENDITURES	152,474.23	609,909.53	(457,435.30)	3,057,908.79	7,620,877.29	(4,562,968.50)
TRANSFERS TO OTHER GOVERNMENTS	600,000.00	0.00	600,000.00	17,871,700.00	0.00	17,871,700.00
TOTAL EXPENSES	4,040,318.02	4,106,572.75	(66,254.73)	228,402,888.25	63,398,735.32	165,004,152.93
NET FUND TRANSACTIONS	3,096,713.44	3,583,981.17	(487,267.73)	(8,011,534.48)	14,824,034.82	(22,835,569.30)
BEGINNING BALANCE				203,356,754.24	191,401,325.62	11,955,428.62
ENDING BALANCE				195,345,219.76	206,225,360.44	(10,880,140.68)
FUNDS CONSIST OF:						
PETTY CASH				500.00	500.00	0.00
CASH AT BANK ONE				6,036.28	2,525.85	3,510.43
CASH AT OAK BROOK BANK LOCK BOX				892,940.02	9,118.72	883,821.30
CASH AT VILLA PARK TRUST & SAVINGS				4,165.40	1,196.37	2,969.03
TOTAL CASH	ACTUAL FY 2004	ACTUAL FY 2003	INCR. - (DECR.)	903,641.70	13,340.94	890,300.76
ILLINOIS FUNDS MONEY MARKET	14.1%	5.7%	8.4%	27,450,382.85	11,856,485.87	15,593,896.98
ILLINOIS FUNDS PRIME FUND	24.1%	8.0%	16.1%	46,788,307.34	16,575,508.63	30,212,798.71
GOVERNMENT MONEY MARKET FUNDS	6.6%	5.4%	1.2%	12,807,774.38	11,054,782.91	1,752,991.47
U. S. TREASURY INVESTMENTS	21.4%	38.9%	-17.5%	41,686,407.24	80,097,531.96	(38,411,124.72)
U. S. AGENCY INVESTMENTS	21.0%	29.9%	-8.9%	40,708,706.25	61,627,710.13	(20,919,003.88)
CERTIFICATES OF DEPOSIT	12.8%	12.1%	0.7%	25,000,000.00	25,000,000.00	0.00
TOTAL INVESTMENTS	100.0%	100.0%	0.0%	194,441,578.06	206,212,019.50	(11,770,441.44)
TOTAL FUNDS	195,345,219.76	206,225,360.44	(10,880,140.68)	195,345,219.76	206,225,360.44	(10,880,140.68)

DU PAGE WATER COMMISSION**RESOLUTION NO. R-8-04****A RESOLUTION APPROVING CERTAIN
CONTRACT CHANGE ORDERS AT THE
MARCH 11, 2004 DU PAGE WATER COMMISSION MEETING**

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

SECTION ONE: The Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby is 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 contract was signed, the Change Orders are germane to the original contract as signed and/or the Change Orders 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 _____, 2004.

Chairman

ATTEST:

Clerk

Exhibit 1

Resolution R-8-04

1. Change Order No. 7: Contract BOV-1 (Blow Off Valve Improvements) in the amount of \$9,359.24
2. Change Order No. 8: Contract BOV-1 (Blow Off Valve Improvements) in the amount of \$5,765.86
3. Change Order No. 9: Contract BOV-1 (Blow Off Valve Improvements) in the amount of \$20,480.00

Total amount of the Change Order is \$35,605.10.

DU PAGE WATER COMMISSION**RESOLUTION NO. R-9-04****A RESOLUTION AUTHORIZING THE DISPOSAL
OF CERTAIN PERSONAL PROPERTY
OWNED BY THE DU PAGE WATER COMMISSION**

WHEREAS, the DuPage Water Commission is authorized to sell or otherwise dispose of personal property pursuant to the Illinois Municipal Code, 65 ILCS 5/11-135-6 (1992); and

WHEREAS, in the opinion of the Board of Commissioners of the DuPage Water Commission, it is no longer necessary or useful to or for the best interests of the DuPage Water Commission to retain the personal property now owned by it and described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Property"); and

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

SECTION ONE: The Board of Commissioners of the DuPage Water Commission hereby finds and determines that the Property is no longer necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission will be served by its disposal.

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2004.

Chairman

ATTEST:

Clerk

EXHIBIT A

Resolution No. R-9-04

<u>Quantity</u>	<u>DWC Inventory #</u>	<u>Description</u>	<u>Date Purchased</u>
1	1163	Alpha WorkStation PB46A-AA (defective)	4/23/96
1	1166	Pentium 166 MMX	7/18/97
1	1197	Pro-View KM-810 (defective)	9/3/98

**DU PAGE WATER COMMISSION
RESOLUTION NO. R-10-04
A RESOLUTION AWARDING THE
LANDSCAPE MAINTENANCE SERVICES CONTRACT**

WHEREAS, proposals for Landscape Maintenance Services were received on March 1, 2004; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the proposal of Olive Grove Landscaping, Inc. was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards the Landscape Maintenance Services Contract to Olive Grove Landscaping, Inc. for a yearly not to exceed cost of \$31,580.00 for a three year period as set forth in its Contract/Proposal dated March 1, 2004, subject to submission of all contractually required documentation and such other additional information that may be requested by the Commission in accordance with the Contract/Proposal that is acceptable to the DuPage Water Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED This _____ day of _____, 2004.

Chairman

ATTEST:

Clerk

Landscape Maintenance

Contractor	Olive Grove Landscaping Inc. 300 Commonwealth Drive Carol Stream, IL 60108 Sam Zeitoun (630) 681-1500	Salt Creek Design Associates 4313 Central Avenue Western Springs, IL 60558 Kathleen Brunch (708) 246-9300	GreenWood Lawn Services Inc. 13251 Vicky St. Plainfield, IL 60544 George Krass (630) 420-9919	The Brickman Group Ltd. 375 S. Flowers Mill Road Elgin, IL 60120 Gary Mulvihill (708) 387-1892	James Michael Inc. 25650 N. Gilmer Road Mundelein, IL 60060 Matthew B.T. Hoppe (847) 438-8144	Acres Group 610 W. Liberty Street Wauconda, IL 60084 Denny Schwantz (630) 307-0700
Base Bid Price	\$24,500.00	\$28,480.00	\$30,000.00	\$33,416.00	Incomplete	\$30,617.00
Weekly Maint. Behind Pump Station 24 Cuttings per Year	\$7,080.00	\$3,840.00	\$3,360.00	\$9,600.00	\$10,236.00	No Bid
Total Bid Price	\$31,580.00	\$32,320.00	\$33,360.00	\$43,016.00	Incomplete	Incomplete

DUPAGE WATER COMMISSION

RESOLUTION NO. R-11-04

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERIM AGREEMENT
WITH BP PIPELINES (NORTH AMERICA) INC.

WHEREAS, the DuPage Water Commission (the “Commission”) is a county water commission and as such a political subdivision and unit of local government organized and existing under the laws of the State of Illinois for the public purpose of acquiring and operating a common source of supply of Lake Michigan water; and

WHEREAS, the Commission is empowered to extend its water mains along, upon, under and across any highway, street, alley or public ground in the state, including highways within a municipality, without payment of a fee, and as a proper use of highways; and

WHEREAS, in furtherance of its statutory purpose, the Commission is proceeding with the construction of a 72” transmission main to connect, along the Route 83 corridor, the Commission’s existing 72” Southwest Transmission Main on Butterfield Road in the City of Elmhurst with its existing 72” Northwest Transmission Main on the Illinois Prairie Path just South of Randolph Street (the “TIB-1/03 Inner Belt Transmission Main”); and

WHEREAS, pursuant to permit, BP Pipelines (North America) Inc. (“BP”) installed an 8” gas pipeline along the Route 83 corridor that is, in some areas, in apparent conflict with the TIB-1/03 Inner Belt Transmission Main (the “Conflicting Facilities”); and

WHEREAS, disputes have arisen between BP and the Commission concerning the Commission's right to require relocation of the Conflicting Facilities at no cost to the Commission; and

WHEREAS, to cooperate in serving the public interest and assure that inconvenience to each others operations is avoided to the greatest extent possible, the Commission and BP desire to enter into an interim agreement whereby BP will relocate the Conflicting Facilities without delay, and the Commission will pay, in advance but under protest, the estimated cost of such relocation, without either party having to acknowledge or acquiesce in the other's assertion of superior rights to use the property in question; and

WHEREAS, it is in the best interests of the Commission and the public that such an interim arrangement be agreed to on terms and conditions substantially similar to those set forth in the draft letter agreement attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: A letter agreement, in substantially the form of the draft attached hereto as Exhibit 1, shall be and it hereby is approved with such changes and revisions as may be approved or deemed necessary or desirable by the General Manager of the Commission (the "Interim Agreement").

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Interim Agreement, in substantially the form of the draft attached hereto as Exhibit 1 or with such changes and revisions as may be approved or deemed necessary or desirable by the General Manager of the Commission.

SECTION FOUR: Upon execution by the General Manager, the Interim Agreement, and all things provided for therein, shall be deemed approved and accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2004.

Chairman

ATTEST:

Clerk

EXHIBIT 1

Dear _____:

Pursuant to a permit dated _____, executed and delivered by the State of Illinois Department of _____, BP Pipelines (North America) Inc. ("BP") installed an 8" gas pipeline along the Route 83 corridor, which pipeline is referred to as the "Gas Line."

The DuPage Water Commission (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.*, with all rights, power, and authority as therein set forth. The Commission was created and operates for the purpose of providing a continuing, available and adequate source and supply of water on an economically reasonable basis within the Commission's territory. To carry out its duties and responsibilities, the Commission was empowered to extend its water mains along, upon, under and across any highway, street, alley or public ground in the state, including highways within a municipality, without payment of a fee, and as a proper use of highways. 65 ILCS 5/11-135-7.

In furtherance of its statutory purpose, the Commission is proceeding with the construction of a 72" transmission main to connect, along the Route 83 corridor, the Commission's existing 72" Southwest Transmission Main on Butterfield Road in the City of Elmhurst with its existing 72" Northwest Transmission Main on the Illinois Prairie Path just South of Randolph Street (the "TIB-1/03 Inner Belt Transmission Main"). There are areas of apparent conflict between BP's Gas Line and the Commission's Inner Belt Transmission Main that need to be eliminated.

The Commission and BP have each obtained permission, whether by legislative enactment or highway permit, to construct, install, use, maintain, and repair their respective facilities in, under, along, and across the Route 83 frontage road right-of-way. Without determining which party's right to use said property is superior, if at all, the Commission and BP have determined that it is in their respective best interests to set forth the salient points of their understanding regarding the relocation of BP's Gas Line in the areas of apparent conflict with the Commission's Inner Belt Transmission Main, as follows:

1. BP shall promptly protect and relocate such portions of BP's Gas Line as may be reasonably required due to the construction and installation of the Inner Belt Transmission Main (the "Relocation Work").

2. BP shall provide, perform, and complete the Relocation Work in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, applicable law.
3. BP shall remove and properly dispose of, or abandon in place in accordance with best engineering practices, any obsolete pipe and fittings.
4. The Commission shall make payment to BP in accordance with Paragraph 5 below but, and BP expressly acknowledges and agrees that, the Commission disputes that it is obligated to pay any portion of the cost of the Relocation Work, the Commission is making payment to BP under duress due to the necessity of the Commission's vital public improvement project, and the Commission has no alternative other than to make payment to BP in accordance with Paragraph 5 below and, therefore, the Commission is making payment made under protest.
5. The Commission shall deposit, under protest, the sum of \$_____, being BP's estimate of the cost of the Relocation Work, with _____ of BP (the "Cash Deposit"). Within 10 days following any assessment of costs against or reduction of the Cash Deposit, BP shall provide copies to the Commission of all pay requests and supporting documents related to said assessment or reduction. If, after completion of the Relocation Work, the funds remaining in the Cash Deposit are not sufficient to pay, under protest but in full, the remaining unpaid cost of the Relocation Work, then, within 10 days following a demand by the BP, the Commission shall increase the amount of the Cash Deposit to an amount reasonably determined by BP to be sufficient to pay such unpaid costs; provided, however, the Commission shall have no obligation to increase the amount of the Cash Deposit in the event a judicial proceeding is pending in a court of competent jurisdiction between the Commission and BP. If, after completion of the Relocation Work, there are funds remaining in the Cash Deposit, BP shall release any amounts remaining in the Cash Deposit to the Commission. The Commission shall be entitled to interest on the Cash Deposit.
6. BP hereby acknowledges and agrees that the Commission's payment of the cost of the Relocation Work under protest, and funding of the Cash Deposit, shall in no way prejudice the Commission's right to challenge BP's entitlement to such payment and funds. BP further waives the benefit or right to assert any voluntary payment or similar defense in any civil action or proceeding that is filed by BP or the Commission related to the Relocation Work and/or reimbursement therefor.

It is the intention of this letter agreement that neither party is acknowledging or acquiescing in the others assertion of superior rights to use the property in question,

but, rather, to cooperate in serving the public interest and assuring that inconvenience to each others operations is avoided to the greatest extent possible.

Please evidence your assent to this letter agreement by signing in the space provided and returning one copy of this letter to the undersigned.

Very truly yours,

[DWC/BP]

ACCEPTED THIS ___ DAY OF _____, 2004.

[DWC/BP]

By: _____
Its: _____

By: _____
Its: _____

DuPAGE WATER COMMISSION

RESOLUTION NO. R-12-04

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DuPAGE WATER
COMMISSION AND THE CITY OF ELMHURST REGARDING ELECTRICAL WORK

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

WHEREAS, to carry out its duties and responsibilities, the Commission is proceeding with the construction of approximately 10,700 lineal feet of 72-inch diameter transmission main and related appurtenances to connect, along the Route 83 corridor, the Commission’s existing 72” Southwest Transmission Main on Butterfield Road in the City of Elmhurst with its existing 72” Northwest Transmission Main on the Illinois Prairie Path just South of Randolph Street (the “TIB-1/03 Inner Belt Transmission Main”); and

WHEREAS, a portion of the TIB-1/03 Inner Belt Transmission Main will be installed within an easement along and across the Elmhurst Waste Water Treatment Plant located at 655 South Route 83, Elmhurst, Illinois (the “WWTP Property”); and

WHEREAS, Elmhurst desires to have the North and South entrance gates to the WWTP automated as part of the Commission’s TIB-1/03 Inner Belt Transmission Main project in exchange for supplying electrical power to the contractor constructing the TIB-1/03 Inner Belt Transmission Main; and

WHEREAS, it is in the best interests of the Commission and Elmhurst to coordinate and implement the projects as proposed by Elmhurst;

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

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

SECTION TWO: An Intergovernmental Agreement between the DuPage Water Commission and the City of Elmhurst, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute, and the Clerk of the Commission shall be and hereby is authorized and directed to attest, an Intergovernmental Agreement between the DuPage Water Commission and the City of Elmhurst, in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Intergovernmental Agreement shall not be so executed nor attested on behalf of the DuPage Water Commission unless and until the General Manager shall have been presented with copies of the Intergovernmental Agreement executed by the City of Elmhurst. Upon execution by the General Manager, the Intergovernmental Agreement between the DuPage Water Commission and the City of Elmhurst shall be deemed accepted by the DuPage Water Commission without further act.

Resolution No. R-12-04

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2004.

Chairman

ATTEST:

Clerk

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT
REGARDING ELECTRICAL WORK

THIS AGREEMENT, made and entered into this ____ day of _____, 2004, 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 CITY OF ELMHURST, a municipal corporation created and existing under the laws of the State of Illinois ("Elmhurst"),

WITNESSETH:

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

WHEREAS, to carry out its duties and responsibilities, the Commission is proceeding with the construction of approximately 10,700 lineal feet of 72-inch diameter transmission main and related appurtenances to connect, along the Route 83 corridor, the Commission's existing 72" Southwest Transmission Main on Butterfield Road in the City of Elmhurst with its existing 72" Northwest Transmission Main on the Illinois Prairie Path just South of Randolph Street (the "TIB-1/03 Inner Belt Transmission Main"); and

WHEREAS, a portion of the TIB-1/03 Inner Belt Transmission Main will be installed within an easement along and across the Elmhurst Waste Water Treatment Plant located at 655 South Route 83, Elmhurst, Illinois (the "WWTP Property"); and

WHEREAS, Elmhurst desires to have the North and South entrance gates to the WWTP automated as part of the Commission's TIB-1/03 Inner Belt Transmission Main project in exchange for supplying electrical power to the contractor constructing the TIB-1/03 Inner Belt Transmission Main; and

WHEREAS, it is in the best interests of the Commission and Elmhurst to coordinate and implement the projects as proposed by Elmhurst; and

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

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and Elmhurst 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 Elmhurst hereby agree as follows:

Section 1. Recitals. The foregoing recitals are by this reference incorporated herein as if fully set forth.

Section 2. Elmhurst Additional Work. The Commission hereby agrees to perform the additional work requested by Elmhurst as part of the Commission's TIB-1/03 Inner Belt Transmission Main project (the "Elmhurst Additional Work"). The Elmhurst Additional Work shall consist of the following items:

- A. Replacement of the existing south gate to the WWTP Property with new horizontal sliding gate and electric operator, together with appurtenances thereto and all associated work.
- B. Replacement of the existing north gate to the WWTP Property with new horizontal sliding gate and electric operator, together with appurtenances thereto and all associated work.

Section 3. Plans and Specifications. The Elmhurst Additional Work shall be constructed and installed in accordance with the plans and specifications prepared by

the Commission's consulting engineers in consultation with Elmhurst personnel, copies of which have been provided to Elmhurst. Elmhurst hereby acknowledges and agrees that it has reviewed and approved said plans and specifications and shall have no claim against the Commission, its officers, agents, employees, or engineers with respect to the design or location of the Elmhurst Additional Work. All engineering costs incurred by the Commission and associated with the initial design of the Elmhurst Additional Work shall be paid for by Elmhurst in accordance with Section 6 of this Agreement.

Section 4. Terms of Construction. The Elmhurst Additional Work shall be accomplished in accordance with the following terms:

- A. Contract TIB-1/03. The terms, provisions and conditions of the Commission's Contract TIB-1/03: Contract for the Construction of Inner Belt Transmission Main ("Contract TIB-1/03") shall govern and control the performance of the Elmhurst Additional Work, including without limitation Change Order No. XX to Contract TIB-1/03, which Change Order No. XX shall be in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A.
- B. Changes in the Work. Elmhurst shall have the right to make changes in the Elmhurst Additional Work. All engineering services required in connection with a change order requested by Elmhurst shall be provided and paid for by Elmhurst. In addition, if any change ordered by Elmhurst causes an increase or decrease in the amount of such Elmhurst Additional Work, then an equitable adjustment in the Contract Price set forth in Section 6 of this Agreement may be made. Said equitable adjustment shall be computed on the basis of the net total of the cost savings or additional expense incurred by the Commission pursuant to a duly authorized change order under Contract TIB-1/03.
- C. Work Site. Elmhurst shall provide the work site at no charge to the Commission. In addition, Elmhurst shall supply at no charge to the Commission all permits, licenses, and approvals necessary from Elmhurst, or from any other governmental agency, for the proper prosecution and completion of the Elmhurst Additional Work.

- D. Access to Work; Authority. Elmhurst shall inspect the construction and installation of the Elmhurst Additional Work.
- E. Quality of Work; Completion. The Elmhurst Additional Work shall be performed in a good and workmanlike manner. When the Elmhurst Additional Work has been completed, the Commission shall notify Elmhurst of that fact and that the Elmhurst Additional Work is ready for final inspection. Elmhurst shall review the Elmhurst Additional Work and report any items that remain to be completed or corrected. Elmhurst shall be the sole judge of whether the construction and installation of the Elmhurst Additional Work is in substantial conformity with the plans and specifications.

Section 5. Conveyance of Facilities. Upon completion of the construction and installation of the Elmhurst Additional Work, and final inspection and final approval by Elmhurst, which approval shall not be unreasonably withheld or delayed, ownership of the Elmhurst Additional Work, and a bill of sale therefor, shall be conveyed to Elmhurst. Immediately following such conveyance, Elmhurst shall own the Elmhurst Additional Work; the Elmhurst Additional Work shall become the sole and exclusive property of Elmhurst; and Elmhurst shall have all duty, responsibility and liability to maintain and repair the Elmhurst Additional Work and the Commission shall have no obligation or duty with respect thereto.

Section 6. Payment. Elmhurst shall reimburse the Commission for providing, performing and completing the Elmhurst Additional Work by supplying, at no charge, electrical power to the contractor constructing the TIB-1/03 Inner Belt Transmission Main, Rossi Contractors, Inc. ("Rossi"), in amount sufficient to satisfy Rossi's and Rossi's tunneling subcontractor's needs for electrical power to light and ventilate the rock tunnel under Salt Creek and to light and power the field offices to be located on the WWTP Property (the "Contract Price"). The Contract Price may be adjusted pursuant to

Subsection 4B of this Agreement to reflect changes in the Elmhurst Additional Work requested by Elmhurst.

Section 7. Indemnification. Except as otherwise provided in Section 3 of this Agreement, the Commission shall indemnify, save harmless and defend Elmhurst from all damages, costs or liabilities suffered because of injury to or death of any person or persons, or damage to property, or any other cause of action of any sort, that may arise out of or as a consequence of the negligence of the Commission or its authorized agents, servants, employees or contractors in the installation and construction of the Elmhurst Additional Work before transfer of ownership of such Elmhurst Additional Work pursuant to Section 5 of this Agreement. Elmhurst shall indemnify, save harmless and defend the Commission from all damages, costs or liabilities suffered because of injury to or death of any person or persons, or damage to property, or any other cause of action of any sort, that may arise out of or as a consequence of the installation and operation of the Elmhurst Additional Work after transfer of ownership of such Elmhurst Additional Work pursuant to Section 5 of this Agreement.

Section 8. 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: Robert L. Martin
Acting General Manager

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

City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126
Attention: Thomas Borchert
City Manager

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 8, the Commission and Elmhurst 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.

Section 9. Entire Agreement. This Agreement sets forth the entire agreement of the Commission and Elmhurst with respect to the construction and installation of the Elmhurst Additional Work and the payment therefor, and there are no other understandings or agreements, oral or written, between the Commission and Elmhurst 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 herein.

IN WITNESS WHEREOF, the Commission and Elmhurst have caused this Agreement to be executed by their respective chief administrative officers, pursuant to proper authorization of their respective governing bodies, as of the date hereinabove first stated.

Thomas Borchert
City Manager
City of Elmhurst

Robert L. Martin
Acting General Manager
DuPage Water Commission

ATTEST:

Janet S. Edgley
City Clerk
City of Elmhurst

Maureen A. Crowley
Clerk
DuPage Water Commission

EXHIBIT A

FORM OF CHANGE ORDER NO. XX TO CONTRACT TIB-1/03

DUPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: Inner Belt Transmission Main

CHANGE ORDER NO. XX

LOCATION: Elmhurst Waste Water Treatment
Plant

CONTRACT NO. TIB-1/03

CONTRACTOR: Rossi Contractors, Inc.

DATE: _____

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Delete Unit Price Item Nos. 27 and 28, and the Unit Prices therefor, from the Schedule of Prices and the Contract Price. The removal and replacement of the South Fence Gate and the North Fence Gate shall be performed by Contractor in accordance with the "City of Elmhurst WWTP Fencing and Gate Replacement" provisions, page 1 through 4, attached as Exhibit B to the Special Conditions of Contract and Subsection 3H of the Special Conditions of Contract, but the cost thereof shall be incidental to the cost of the pipeline.
2. Delete Sections 12.23 and 12.24 from the Specifications without substitution therefor.
3. The Commission shall cause the City of Elmhurst to supply, at no charge, electrical power to Contractor in amount sufficient to satisfy Contractor's tunneling Subcontractor's needs for electrical power to light and ventilate the rock tunnel under Salt Creek and to light and power the field offices to be located on the WWTP Property.

B. REASON FOR CHANGE:

City of Elmhurst and Contractor negotiated change.

C. REVISION IN CONTRACT PRICE:

27	South Fence Gate Remove & Replace	Each	1	\$ <u>(29,960.00)</u>
28	North Fence Gate Remove & Replace	Each	1	\$ <u>(29,960.00)</u>

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by ____ Days, making the final Completion Date _____, 200_.
2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the Increased Work, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and Required Coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$ <u>12,730,597</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. _____ to _____	\$ _____
3.	Contract Price, not including this Change Order	\$ _____
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$ <u>(59,920)</u>
5.	Contract Price including this Change Order	\$ _____

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Alvord, Burdick, & Howson, L.L.C.

By: _____ (_____) _____
Signature of Authorized Representative Date

ACCEPTED:

CONTRACTOR: Rossi Contractors, Inc.

By: _____ (_____) _____
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ (_____) _____
Signature of Authorized Representative Date

DU PAGE WATER COMMISSION**RESOLUTION NO. R-7-04****A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDER
UNDER QUICK RESPONSE CONTRACT QR-6/02
AT THE MARCH 11, 2004 DU PAGE WATER COMMISSION MEETING**

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated October 8, 2002 with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for quick response emergency construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-6/02"); and

WHEREAS, Contract QR-6/02 is designed to allow the Commission to direct one or more or all of the quick response contractors to perform emergency construction work, including, without limitation, construction, alteration and repair, related to the Commission's Waterworks System as needed through the issuance of Work Authorization Order; and

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

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

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

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

Resolution R-7-04

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2004.

Chairman

ATTEST:

Clerk

Resolution R-7-04

Exhibit 1

CONTRACT QR-6/02
WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-6.004 : QUICK RESPONSE CONTRACT

LOCATION:

SOUTH EAST CORNER OF DOWNERS AND BUTTERFIELD ROAD. DOWNERS GROVE

CONTRACTOR:

ROSSI

DESCRIPTION OF WORK:

INSTALL CP STATION AND WIRES

REASON FOR WORK:

CP STATION NEEDED FOR TESTING AND PIPE LOCATING

MINIMUM RESPONSE TIME:

NONE

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

NONE

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

NONE

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

NONE

DU PAGE WATER COMMISSION

By: 
Signature of Authorized ROBERT L. MARTIN
Representative ACTING GENERAL MANAGER

DATE: 2/13/04

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: _____

DUPAGE WATER COMMISSION

ORDINANCE NO. O-10-03

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

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, O-7-00, O-11-02 and, O-2-04 to prohibit Commissioners from receiving any compensation for serving as Commissioner other than reimbursement of expenses actually incurred in connection with Commission business;

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. No Commissioner shall receive any compensation for his or her services as a Commissioner. A Commissioner may be reimbursed for actual expenses incurred in connection with Commission business."

Ordinance No. O-10-03

SECTION THREE: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, the Board of Commissioners of the DuPage Water Commissioner having determined, by a two-thirds majority vote, to waive the amendment provisions of the By-Laws.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2004.

Chairman

ATTEST:

Clerk

Board/Ordinances/O-10-03.doc

DuPAGE WATER COMMISSION

ORDINANCE NO. O-6-04

AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
CONCERNING THE CONSTRUCTION AND OPERATION OF A JOINT
FACILITY AND OTHER CONNECTION FACILITIES BETWEEN THE DuPAGE
WATER COMMISSION AND THE VILLAGE OF LOMBARD

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

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

WHEREAS, the Village of Lombard (the "Village") owns and operates a water distribution system (the "Village 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, and which system is connected at four points to the Commission Waterworks System; and

WHEREAS, the Commission and the Village have determined that it is necessary and desirable to provide an additional connection point between the Commission Waterworks System and the Village Water System; and

WHEREAS, it is in the best interest of the Commission and the Village to design and construct this connection as a Joint Facility (the "Joint Facility") which would include all equipment necessary to accomplish the additional connection described above; and

WHEREAS, the Commission and the Village have determined that it is in their respective best interests to enter into an agreement setting forth their understandings

Ordinance No. O-6-04

concerning the construction and operation of the Joint Facility and other connection facilities;

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

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

SECTION TWO: An Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities by and between the DuPage Water Commission and the Village of Lombard, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and it hereby is approved.

SECTION THREE: The Chairman and the Clerk of the DuPage Water Commission shall be and they hereby are authorized and directed to execute and attest, respectively, an Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities, in substantially the form attached hereto as Exhibit 1; provided, however, that the Intergovernmental Agreement shall not be so executed nor attested on behalf of the DuPage Water Commission unless and until the Chairman shall have been presented with copies of the Intergovernmental Agreement executed by the Village of Lombard.

SECTION FOUR: Upon execution and attestation by the Chairman and the Clerk, respectively, the Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

Ordinance No. O-6-04

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners, including the affirmative votes of at least one-third of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2004.

Chairman

ATTEST:

Clerk

Ordinance No. O-6-04

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT
CONCERNING THE CONSTRUCTION AND OPERATION OF
A JOINT FACILITY AND OTHER CONNECTION FACILITIES

THIS AGREEMENT, made and entered into this _____ day of _____, 2004, 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 LOMBARD, a municipal corporation created and existing under the laws of the State of Illinois (the "Village"),

WITNESSETH:

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

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

WHEREAS, the Village owns and operates a water distribution system (the "Village 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 (the "Charter Customer Contract") with the Commission, and which system is connected at four points to the Commission Waterworks System; and

WHEREAS, the Commission and the Village have determined that it is necessary and desirable to provide an additional connection point between the Commission Waterworks System and the Village Water System; and

WHEREAS, it is in the best interest of the Commission and the Village to design and construct this connection as a Joint Facility (the "Joint Facility") which would include all equipment necessary to accomplish the additional connection described above; and

WHEREAS, the Commission and the Village have determined that it is in their respective best interests to set forth in this Agreement their understandings concerning the construction and operation of the Joint Facility and other connection facilities; and

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

NOW, THEREFORE, it is agreed by and between the Commission and the Village 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 AND OPERATION OF THE JOINT FACILITY AND OTHER CONNECTION FACILITIES

A. For purposes of this Agreement, the "Joint Facility" shall mean a facility to convey, measure, and regulate the flow of water from the Commission Waterworks System to the Village Water System and shall include the following:

- (i) A Metering Station, to be known as Metering Station 14e ("MS-14e"), for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Village, including certain equipment, devices, and structures, and portions of the Commission's water distribution main, including underground feeder pipe lines and related equipment, and all antennas and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to MS-14e, as such

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facilities may be relocated, replaced, extended, or improved from time to time (the "Metering Station").

- (ii) A type D pressure adjusting station for the Village Water System in accordance with the design criteria set forth in the document entitled "Water Delivery Data DuPage Water Commission" dated _____, 2004, and identifying the Village as "customer," a copy of which is attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A (the "Village PAS").
- (iii) Such other equipment and appurtenances as may be necessary for the operation and construction of the foregoing in conformance with the approved design plans therefor.

B. The Joint Facility shall be located at a site selected, acquired, and owned by the Village (the "Joint Facility Site"). The Joint Facility Site shall be subject to the review and approval of the Commission. The Joint Facility is expected to be constructed on property dedicated to the Village and located at _____ Eisenhower Lane in the Village of Lombard. In the event the property is not dedicated or is otherwise determined by the Commission and the Village to be unsuitable for locating the Joint Facility, the Village shall endeavor in good faith to obtain an alternative location for the Joint Facility Site acceptable to both the Commission and the Village.

C. For purposes of this Agreement, the "Connection Facilities" shall mean the portions of the Commission Waterworks System constructed by the Commission to initially connect MS-14e to the existing Commission Waterworks System, which facilities are depicted in the conceptual plans attached as Exhibit B to this Agreement. The Connection Facilities include, among other items, the Metering Station and the following:

- (i) Approximately 85 feet of 20" diameter watermain from a connection to the Commission's existing 24" Southwest Feeder Main under Highland Avenue to approximately 85 feet west of said connection in Majestic Drive, together with valve in vault and all other necessary appurtenances thereto (the "Phase I Pipeline Facilities").

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- (ii) Approximately _____ feet of 20" diameter watermain, extending west along Majestic Drive and thence south along Main Street to the Joint Facility Site, together with all necessary appurtenances thereto (the "Phase II Pipeline Facilities").
- (iii) Such other equipment and appurtenances as may be necessary for the operation and construction of the Phase I and Phase II Pipeline Facilities (collectively, the "Pipeline Facilities") in conformance with the approved design plans therefor.

D. The Village shall be solely responsible for the costs in designing the Connection Facilities. It is understood that the Commission will be the contracting party with the design engineer and will administer the design contract for the benefit of both the Commission and the Village. The Commission will consult with the Village to keep the Village advised as to the progress of the design work and to address issues of mutual concern regarding the details of such design work. The final design of the Connection Facilities shall be subject to the review of both the Commission and the Village and subject to the approval of the Commission to the extent of the Metering Station and the Pipeline Facilities, the Village to the extent of the Village PAS, and both the Commission and the Village to the extent of the common areas of the Joint Facility. For the purposes of this Agreement, the common areas of the Joint Facility shall include those portions of the Joint Facility, such as the structure and area grounds, which serve the needs of both the Commission and the Village.

E. The Village shall be solely responsible for the costs in constructing the Connection Facilities. The Commission shall solicit bids for the construction of the Connection Facilities, including all equipment and appurtenances necessary for the Metering Station and the Village PAS. The Commission's standard form of bidding and construction contract documents shall used and the cost of the Metering Station, the

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Pipeline Facilities, the Village PAS, and the common areas of the Joint Facility shall be separately identified in the bidding and construction contract documents. The Commission agrees to solicit, award, and administer all contracts for the project in the best interest of both the Commission and the Village and to consult with, and keep advised, officials of the Village regarding the progress of the work and any problems encountered or changes recommended. Both the Commission and the Village must agree to the award of any contract for such construction work. Upon approval of both the Commission and the Village, the Commission shall enter into a construction contract(s) with the selected contractor(s), and shall administer such construction contract(s) in conformance with this Agreement. It is understood that, although the Village will not be a party to the construction contract(s), the Village will be designated as a beneficiary of any insurance, guaranty, or warranty required by the construction contract(s). In addition, any change order, as well as final acceptance and approval of the completed Connection Facilities, shall be subject to the approval of the Commission to the extent of the Metering Station and the Pipeline Facilities, the Village to the extent of the Village PAS, and both the Commission and the Village to the extent of the common areas of the Joint Facility. Neither the Commission nor the Village shall be required to approve or accept any portion of the Joint Facility until all portions of the Joint Facility, including all punch list items, have been fully and properly completed.

F. The Connection Facilities shall be designed and constructed in two phases. The Phase I Pipeline Facilities shall be designed and constructed in coordination with the State of Illinois Department of Transportation Highland Avenue Improvement Project. The

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Phase II Pipeline Facilities and the Joint Facility shall be designed and constructed in accordance with a schedule to be approved by the Commission and the Village.

G. The Village shall reimburse the Commission for the full actual cost incurred by the Commission in connection with (a) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities, including without limitation equipment required for the operation of the Connection Facilities and all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (b) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (c) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities and in connection with the negotiation, preparation, consideration, and review of this Agreement, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith. The Village shall reimburse the Commission monthly for such fees, costs, and expenses, and payment shall be due within thirty (30) days after receipt of an invoice therefor from the Commission.

H. Prior to the Commission's solicitation of bids for the construction of the Joint Facility, the Village, without charge to the Commission, shall: (a) present the Commission with adequate evidence of merchantable fee simple title to the Joint Facility Site; (b) grant to the Commission all necessary and insured easements for the Joint Facility Site, in

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substantially the form attached hereto and by this reference incorporated herein and made part hereof as Exhibit C and satisfactory to the Commission's attorneys, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing; and (c) grant to the Commission all necessary and insured easements for the appropriate location and installation of antennas and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to the Metering Station, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing.

I. Upon acceptance and approval of the Joint Facility, ownership of the Village PAS and a bill of sale therefor shall be conveyed to the Village. Immediately following such conveyance, the Village shall own and operate the Village PAS, the Village PAS shall become the sole and exclusive property of the Village, and the Village shall have all duty, responsibility, and liability to maintain and repair the Village PAS and the common areas of the Joint Facility and the Commission shall have no obligation or duty with respect thereto. Upon completion of the construction and installation of the Joint Facility, the Commission shall maintain and repair the Metering Station.

J. Once the Joint Facility becomes operational, the rate of withdrawal from the Joint Facility shall not exceed the rate allowed by Subsections 2A and 8M of the Charter Customer Contract.

K. The Village acknowledges and agrees that: (a) the Commission is not, and shall not be, in any way liable for damages or injuries that may be sustained as a result of the Commission's review and approval of any plans for the Connection Facilities, or as a result of the issuance of any approvals, certificates, or acceptances for the development or

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use of any portion of the Connection Facilities, or as a result of the design of the Connection Facilities or the operation or maintenance of the Connection Facilities; and (b) the Commission's review and approval of any such plans and issuance of any such approvals, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Village, or any respective successors, assigns, tenants, or licensees, or any third party, against damage or injury of any kind at any time.

L. The Village hereby releases the Commission from, agrees that the Commission shall not be liable for, and agrees to indemnify and hold the Commission harmless from: (a) any damages resulting from failure to supply lake water or for any interruption of the lake water supply; (b) any damage to the Village Water System caused by the design of the Connection Facilities or the operation or maintenance of the Connection Facilities; and (c) any claims, litigation, and liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by, connected with, or in any way attributable to, the construction and installation of the Connection Facilities or the maintenance of the Village Water System or the Connection Facilities, or to any exercise by the Village of any right or duty herein granted or any failure by the Village to exercise any such right or duty or to comply with any of the terms and conditions of this Agreement. The Village shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Commission in defending itself with regard to any and all of the matters mentioned in this Subsection 2L.

SECTION 3. LEGAL RELATIONSHIPS AND REQUIREMENTS

A. This Agreement, and the Connection Facilities provided by this Agreement, shall be deemed to supplement the Charter Customer Contract to provide for an additional

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point of delivery to the Unit System, as defined in the Charter Customer Contract, of the Village. Except where expressly provided in this Agreement, nothing in this Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of the Charter Customer Contract, and if there is any conflict or inconsistency between the terms of this Agreement and the terms of the Charter Customer Contract, then the terms of the Charter Customer Contract shall control. The Village shall at all times comply with all terms and conditions of the Charter Customer Contract, including without limitation the making of all payments due thereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Agreement, or the inability to receive water through the Connection Facilities provided by this Agreement, excuse, delay, or in any other way affect the Village's performance under the Charter Customer Contract, including without limitation the making of all such payments.

For the purposes of the Charter Customer Contract, and the Connection Facilities provided by this Agreement, the point of delivery with respect to the Village Water System shall be a point in the water main connecting the Metering Station to the Village PAS located downstream from the inside face of the outside wall or foundation of the Metering Station a distance of ten (10) feet or where such water main enters the outside face of the outside wall or foundation of the Village PAS, whichever is closer to the Metering Station.

Notwithstanding anything to the contrary contained in the Charter Customer Contract, the Commission and the Village expressly acknowledge and agree that the Village shall not be entitled to payment or reimbursement from the Commission for the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities.

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B. The Commission and the Village 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 herein. The Commission and the Village agree and acknowledge that further details regarding the construction and operation of the Connection Facilities may be subject to a future agreement.

C. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other parties, which consent, with respect to the Village and the Village, shall not be unreasonably withheld.

D. Either the Commission or the Village may terminate this Agreement upon 30 days advance written notice to the other, in the following situations:

- (i) In the event the Commission and the Village are unable to agree on the award by the Commission of a contract for the construction of the Phase I Pipeline Facilities on or before _____, 2004.
- (ii) In the event the property for the Joint Facility Site is not dedicated to the Village, or an alternative location is not obtained, as provided in Subsection 2B of this Agreement, on or before _____, 200_.
- (iii) In the event the Village shall not have approved the final design of the Village PAS and the common areas of the Joint Facility on or before _____, 200_.
- (iv) In the event the Commission and the Village are unable to agree on the award by the Commission of a contract(s) for the construction of the Joint Facility and the Phase II Pipeline Facilities on or before _____, 200_.

Upon termination, this Agreement shall be void and of no force or effect; provided, however, that the Village shall remain responsible for all fees, costs, and expenses incurred or accrued by the Commission prior to termination of this Agreement. The obligation of the Village to reimburse the Commission as required by this Agreement is unconditional and irrevocable, payable without set off or counterclaim, and irrespective of whether lake water

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is ever furnished, made available, or delivered to the Village through the Connection Facilities, or whether the Connection Facilities are completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of lake water. In the event that, following service of such notice but before actual termination, the basis for such notice is corrected, the notice shall be considered void and of no effect, and this Agreement shall continue in full force and effect.

E. In case any one or more of the provisions contained in this Agreement should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby; provided, however, that if the remaining parts hereof may not reasonably be construed together without the part or parts so held invalid or unenforceable, the parties agree to negotiate such reasonable amendments hereto as shall be required to most nearly conform this Agreement, as thereby amended, to the original intention of the parties.

IN WITNESS WHEREOF, the DuPage Water Commission and the Village of Lombard have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day and year first above written.

DUPAGE WATER COMMISSION

Chairman

ATTEST:

Clerk

VILLAGE OF LOMBARD

Ordinance No. O-6-04

Mayor

ATTEST:

Village Clerk

EXHIBIT A

WATER DELIVERY DATA DUPAGE WATER COMMISSION

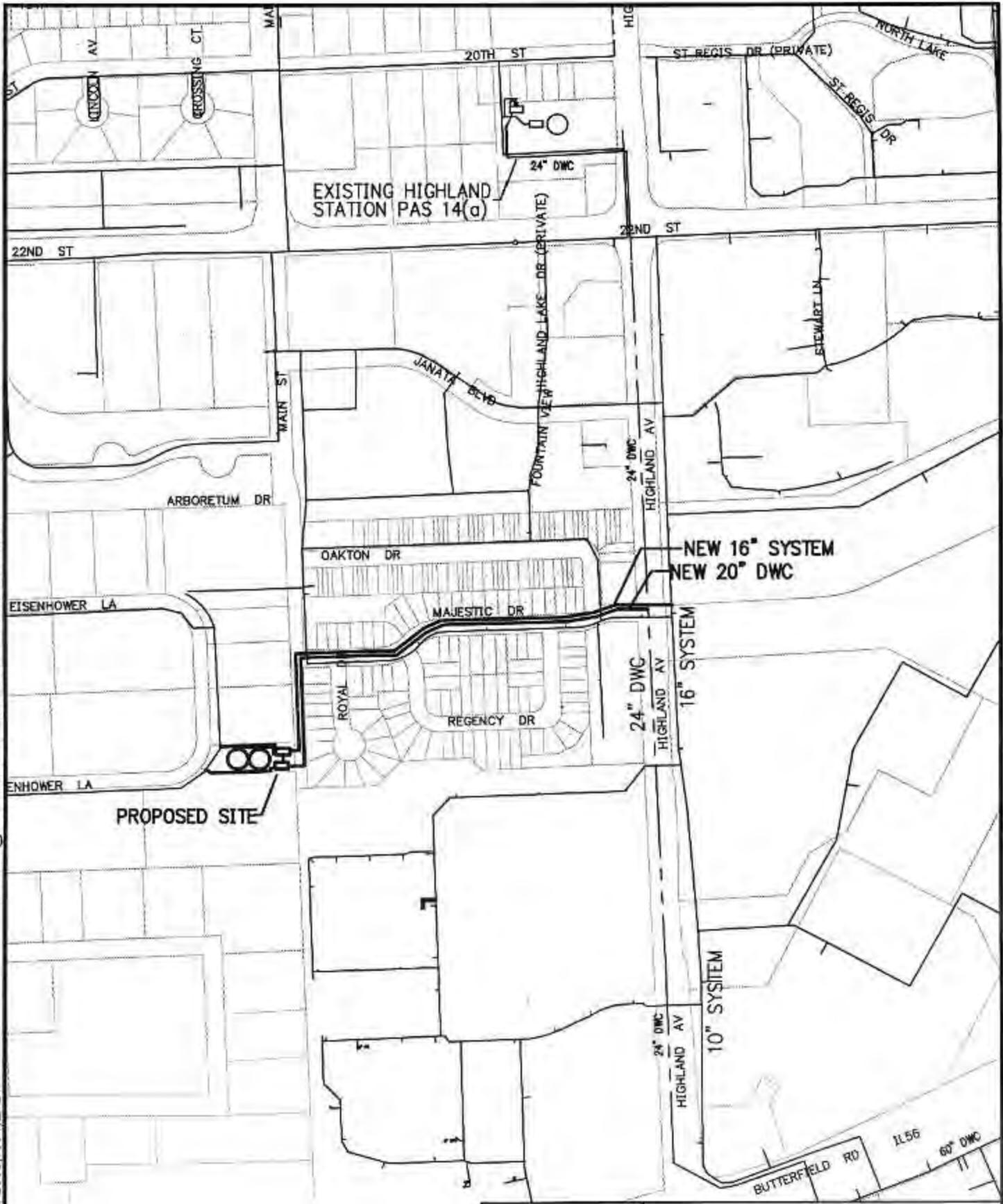
[TO BE SUPPLIED BY LOMBARD]

EXHIBIT B

CONCEPTUAL PLANS FOR THE CONNECTION FACILITIES

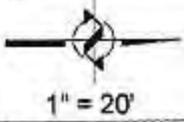
COPYRIGHT © 2004 BURNS AND MCDONNELL ENGINEERING COMPANY, INC.

DWG. NAME: PROP WATER 2003 (FIG 4) REV 1



VILLAGE OF LOMBARD
 PROPOSED MAJESTIC DRIVE
 AND NEW DWC
 CONNECTION ROUTE

PROPOSED WATER MAIN TO BE
INSTALLED BY OTHERS
(DUPAGE WATER COMMISSION
CONTRACTOR)



MAJESTIC DR.

DUPAGE WATER COMMISSION
EXISTING 24" WATER MAIN

A MINIMUM 18" VERTICAL SEPARATION
SHALL BE MAINTAINED BETWEEN THE
24" DWC WATER MAIN AND THE
PROPOSED CASING PIPE.

HIGHLAND AVE.

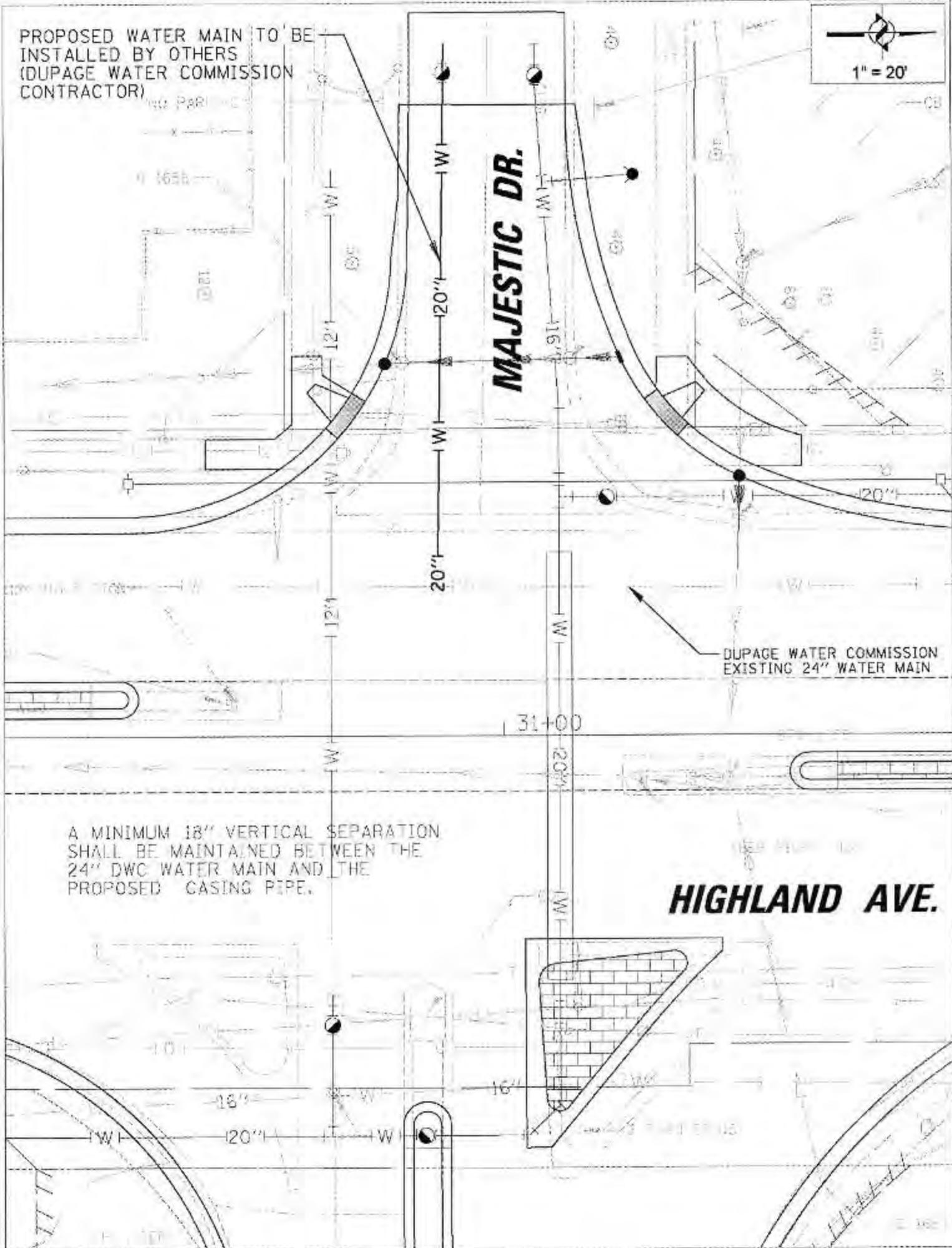


EXHIBIT C

FORM OF METERING STATION EASEMENT AGREEMENT

DUPAGE WATER COMMISSION

METERING STATION

EASEMENT AGREEMENT
(Lombard MS-14e)

PERMANENT REAL ESTATE TAX INDEX NO. __-__-__-__

Prepared by and Mail to:

Maureen A. Crowley
Staff Attorney
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
630-834-0100

METERING STATION
EASEMENT AGREEMENT
(Lombard MS-14e)

THIS EASEMENT AGREEMENT, made and entered into this ____ day of _____, 200_, 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 LOMBARD, a municipal corporation created and existing under the laws of the State of Illinois and a customer of the Commission (the “Customer”),

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract dated as of June 11, 1986 (the “Charter Customer Contract”), as supplemented by a certain Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities, dated as of _____, 2004 (the “Joint Facility Agreement”); and

WHEREAS, the Joint Facility Agreement provides that the Commission is to furnish, install, own, operate, maintain, and repair certain equipment and devices, together with certain structures and portions of its water distribution main, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Customer at the additional connection point provided for under the Joint Facility Agreement (collectively referred to as the “Metering Station”); and

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

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

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

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

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

WHEREAS, the Commission has duly adopted its Ordinance No. O-__-0_, being “An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Lombard Metering Station MS-14e Site and Authorizing the Execution of the Lombard Metering Station Easement Agreement,” pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.; and

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

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in

the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the Customer hereby agree as follows:

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

2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual easement to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, together with all reasonable rights of ingress and egress along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. ***[The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual access easement upon, along, and across the real property legally described in Exhibit 3 attached hereto and by this reference incorporated herein and made a part hereof (the "Access Easement Premises").]***

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

[4. The Customer hereby further grants to the Commission a temporary construction easement for the installation of the Metering Station upon, along, and across the real property legally described in Exhibit 4 attached hereto and by this reference incorporated herein and made a part hereof (the "Subject Property"). Said temporary construction easement shall be used by the Commission only during

periods of actual installation activity and for any necessary restoration of the Metering Station Easement Premises.]

[5]. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the Subject Property.

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

[7]. The Customer hereby reserves the right to use the Metering Station Easement Premises **[, the Access Easement Premises,]** and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Metering Station Easement Premises **[or the Access Easement Premises]** without the express prior written consent of the Commission, nor shall the Customer permanently or temporarily improve, damage, or obstruct the Metering Station Easement Premises **[or the Access Easement Premises]** in any manner that would impair the exercise by the Commission of the rights hereby granted.

[8]. The Customer agrees to indemnify and defend the Commission with respect to any and all claims or damages to persons or property which may arise directly from the negligence of the Customer, or its agents or employees, in performing any work on the Metering Station Easement Premises **[, the Access Easement Premises, and the Subject Property]** in conjunction with its rights pursuant to Paragraph **[7]** hereof, and, except as otherwise provided in the Joint Facility Agreement, the Commission agrees to indemnify

and defend the Customer with respect to any and all claims of damages to persons or property which may arise directly from the negligence of the Commission, or its agents or employees, in performing any work on the Metering Station Easement Premises, ***[, the Access Easement Premises, and the Subject Property]*** in conjunction with its rights pursuant to Paragraphs 2, ***[4, 5, and 6]*** hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times.

[9]. This Easement Agreement shall constitute and stand in the place of all Customer permits required by the Commission or its contractor to construct, furnish, install, own, operate, maintain, test, inspect, repair, remove, or replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, and the Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any permits required from any county, state, or federal agency for or in connection with constructing, furnishing, installing, owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the Metering Station.

[10]. In the event that the Charter Customer Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days execute and deliver to the Customer an appropriate document evidencing the termination of this Easement Agreement and releasing the easement rights hereby granted. The Commission may, within said 90 day period, in its own discretion, and at the Customer's expense, remove the Metering Station from the Metering Station Easement Premises. If the Commission fails to

remove the Metering Station, as aforesaid, the Customer may take title to the Metering Station.

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

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

DUPAGE WATER COMMISSION

ATTEST:

By: _____
General Manager

VILLAGE OF LOMBARD

ATTEST:

Village Clerk

By: _____
Mayor

EXHIBIT 1

LEGAL DESCRIPTION OF THE METERING STATION EASEMENT PREMISES

[TO BE SUPPLIED BY LOMBARD]

EXHIBIT 2

PLANS FOR THE LOCATION OF THE METERING STATION

[TO BE SUPPLIED BY THE COMMISSION]

EXHIBIT 3

LEGAL DESCRIPTION OF THE ACCESS EASEMENT PREMISES

[TO BE SUPPLIED BY LOMBARD--IF NECESSARY]

EXHIBIT 4

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

[TO BE SUPPLIED BY LOMBARD--IF NECESSARY]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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

Given under my hand and official seal this _____ day of _____, 200_.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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

Given under my hand and official seal this _____ day of _____, 200_.

Notary Public

My Commission Expires: _____



DuPage Water Commission

MEMORANDUM

TO: Chairman & Commissioners

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

DATE: March 5, 2004

SUBJECT: Summary of Action Since Previous Meeting

1. Purchase Order No. 7965 to Microwave Data Systems Inc. in the amount of \$12,756.00 is for the purchase of an upgrade for the Commission's Supervisory Control and Data Acquisition (SCADA) point-to-point radios. This upgrade will allow the SCADA point-to-point radio link be a true "hot standby" system, to improve the entire SCADA radio system remote diagnostics, and to convert from analog to digital channels on the Illinois State Toll Highway Authority's data link between radio towers. These changes will reduce the amount of equipment required to operate the system and make the SCADA radio system more reliable.
2. Purchase Order No. 7976 to Flowserve in the amount of \$22,046.00 is for the purchase of mechanical seal rebuilding kits. The mechanical seals on the pumps need to be rebuilt. These rebuilding kits can only be purchased from the manufacturer of the mechanical seals.
3. The PAR Group has begun the search for the Financial Administrator position. Ads have been placed in professional publications. In the interim, a contractual arrangement is being pursued to permit the retiring Financial Administrator to provide consulting services.
4. A meeting was held with the DuPage Forest Preserve District regarding Contract TW-3.

Purchase Order



DU PAGE WATER COMMISSION

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

ATTN: JERRY LAZANO

P.O. No. 7976	
DATE 3/11/04	DATE REQUIRED ASAP
TERMS NET 45 DAYS TAX EXEMPT	
SHIP VIA BEST WAY	
FOB	

TO: FLOWSERVE	SHIP TO: ATTN: TERRY MC GHEE
161 TOWER DRIVE, UNIT D	ABOVE ADDRESS
BURR RIDGE, IL 60527	

630-460-7946 FAX: 630-655-5717

QTY.	UNIT	PLEASE SUPPLY ITEMS BELOW	UNIT PRICE	AMOUNT
9	EA.	155681 SEAL REBUILDING KIT 30 MGD	\$1,636.00	\$14,724.00
1	EA.	SEAL FLINGER / DEFLECTOR	578.00	\$578.00
3	EA.	SEAL REPAIR	500.00	\$1,500.00
2	EA.	B/M155360RK SEAL REBUILDING KIT 15 MGD	\$1,311.00	\$2,622.00
2	EA.	B/M155361RK SEAL REBUILDING KIT 15 MGD	\$1,311.00	\$2,622.00
TOTAL.....				\$22,046.00
CONFIRMING - DO NOT DUPLICATE				

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-6621**)

Please send 2 copies of your invoice

ROBERT L. MAPPLE SIGNATURE

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 07-FEB-04 TO 05-MAR-04

ACPA0403
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
Ace Computers	86273	02/19/04	Workstation Computer	WF-6951	WR	1,265.00	1,265.00
Aerex Pest Control	612273	02/19/04	Exterminator - Service Building: February 2004	WF-6622	WR	45.00	
Aerex Pest Control	612283	02/19/04	Exterminator - Pump & Motor Rooms: February 2004	WF-6622	WR	45.00	
Aerex Pest Control	612655	02/19/04	Exterminator - DPPS: February 2004	WF-6622	WR	48.00	138.00
AGM Electronics, Inc.	Q3976	02/24/04	SCADA/Instrumentation	WF-6624	WR	1,112.88	1,112.88
Alvord, Burdick & Howson	79	02/28/04	Naperville Rd. to Diehl Rd.: 01/25/04-02/24/04	WF-7913	DSR	2,652.00	
Alvord, Burdick & Howson	79	02/28/04	Diehl Rd. to 75th: 01/25/04-02/24/04	WF-7913	DSR	24.65	
Alvord, Burdick & Howson	79	02/28/04	Butterfield Rd. to Prairie Path: 01/25/04-02/24/04	WF-7913	DSR	5,326.14	
Alvord, Burdick & Howson	2004069	02/29/04	Underground Corrosion Mtg Rep.: 01/25/04-02/24/04	WF-6632	WR	1,225.46	
Alvord, Burdick & Howson	2004070	02/29/04	Blow-Off Valve Imprvmt Tsk Odr. #9: 01/25/04-02/24/04	WF-6389	WR	49.30	
Alvord, Burdick & Howson	2004071	02/29/04	Blow-Off Valve Imprvmt Tsk Odr. #9: 01/25/04-02/24/04	WF-6389	WR	16,482.55	
Alvord, Burdick & Howson	2004072	02/29/04	48" West Transmission Main - TW-3: 01/25/04-02/24/04	WF-7913	DSR	146,236.46	
Alvord, Burdick & Howson	2004073	02/29/04	72" Along Rt. 83 (TIB-1) Tsk Odr # 11: 01/25/04-02/24/04	WF-7913	DSR	31,493.55	
Alvord, Burdick & Howson	2004074	02/29/04	72" Along Rt. 83 (TIB-1) Tsk Odr # 11: 01/25/04-02/24/04	WF-7913	DSR	6,115.30	
Alvord, Burdick & Howson	2004075	02/29/04	Dist. Fac. Update - GPS Tsk Odr. #17: 01/25/04-02/24/04	WF-7913	DSR	18,207.67	
Alvord, Burdick & Howson	2004076	02/29/04	Naperville Meter Station 15-H As Built Drawings	WF-7912	DSR	446.78	
Alvord, Burdick & Howson	2004077	02/29/04	Schaumburg Emergency Connection As Built Drawings	WF-7912	DSR	55.85	228,315.71
American Public Works Association	657029	02/09/04	Employment Ad: General Manager	WF-6191	WR	545.00	545.00
Arc Glazing, Inc.	5919	02/24/04	Furnish & Install Glass on Conference Room Table	WF-6622	WR	800.00	800.00
Avalon Petroleum Company	437883	02/17/04	Gasoline	WF-6642	WR	1,728.00	1,728.00
Bank One	311806002454	02/03/04	Office Supplies	WF-6621	WR	15.00	
Bank One	311806002470	02/03/04	Replenish I-PASS: M-63636, M-78556, M-76785	WF-6131	WR	144.00	159.00
Camp Dresser & McKee Inc.	80169293/3	02/11/04	Power Supply Study: 09/11/03-01/24/04	WF-7912	DSR	37,040.00	37,040.00
Cardiac Science	512884	02/12/04	AED Replacement Electrodes, Battery for AED	WF-6622	WR	892.90	892.90

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Cassidy Tire & Service	2628409	02/16/04	Vehicle Maintenance: M-66159	WF-6641	WR	25.00	25.00
CDW Government, Inc.	LQ09089	02/05/04	Maintenance Supplies	WF-6622	WR	44.99	
CDW Government, Inc.	LU48376	02/18/04	HP Laser Jet Printer, 19" Computer Monitor	WF-6550	WR	2,206.29	2,251.28
Chicago Electric Sales, Inc.	0039468-IN	02/13/04	SCADA/Instrumentation	WF-6624	WR	186.88	186.88
Chicago Engraving & Design Studios, Inc.	485	02/12/04	Commissioner Plaques & Name Plates	WF-6590	WR	225.00	
Chicago Engraving & Design Studios, Inc.	508	02/27/04	Commissioner Plaque, Commissioner Name Plates	WF-6590	WR	85.00	310.00
Chicago Tribune	896601001	02/08/04	Employment Ad: Administrative Assistant	WF-6191	WR	1,467.00	1,467.00
Chicago, City of: Dept. of Water	Ltr.	02/26/04	Electric Service: 11/27/03-01/02/04	WF-6611	WR	80,244.06	80,244.06
Chicago, City of: Dept. of Water	Ltr.	01/30/04	Outside Contractors Maint. & Repairs : 07/22/03-12/15/03	WF-6611	WR	44,541.21	44,541.21
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	03/02/04	Water Supply: 02/01/04-02/29/04	WF-1910	WR	(567,504.13)	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	03/02/04	Water Supply: 02/01/04-02/29/04	WF-6611	WR	2,837,520.66	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	02/02/04	Water Supply: 01/01/04-01/31/04 - Reversal	WF-1910	WR	623,649.60	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	02/02/04	Water Supply: 01/01/04-01/31/04 - Reversal	WF-6611	WR	(3,118,248.00)	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	02/02/04	Water Supply: 01/01/04-01/31/04 - Rebilling	WF-1910	WR	(608,155.20)	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	02/02/04	Water Supply: 01/01/04-01/31/04 - Rebilling	WF-6611	WR	3,040,776.00	2,208,038.93
Cintas First Aid & Safety	343201498	02/04/04	First Aid Supplies	WF-6622	WR	117.15	117.15
CLC Lubricants Co.	115654	02/19/04	Maintenance Supplies	WF-6622	WR	653.40	
CLC Lubricants Co.	115654	02/19/04	Drum Deposits	WF-1552	WR	(25.00)	628.40
Commonwealth Edison	Various	02/05/04	Remote Opr. Valve: 01/05/04-02/05/04	WF-6612	WR	1,023.16	
Commonwealth Edison	Various	02/17/04	CP Station: 01/21/04-02/17/04	WF-6612	WR	196.59	
Commonwealth Edison	Various	02/27/04	Tank Site Serv: 01/28/04-02/27/04	WF-6612	WR	1,657.59	
Commonwealth Edison	Various	02/06/04	Meter Sta. Serv.: 01/07/04-02/06/04	WF-6612	WR	11,255.16	14,132.50

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CTE Engineers, Inc.	44140675.1000-2	02/09/04	Eng. Svcs - Reserv. Feasibility Study: 11/29/03-01/02/04	WF-7912	DSR	19,969.83	19,969.83
Deluxe Business Checks and Solutions	14028163	02/25/04	Check Printing	WF-6521	WR	283.70	283.70
Downers Grove, Village of		02/26/04	Water Quality Loan - Draw # 6	WF-1932	ST	500,000.00	500,000.00
Elmhurst, City of		03/04/04	Vehicle Stickers	WF-6643	WR	672.00	672.00
Excalibur Refreshment Concepts, Inc.	31869	02/04/04	Coffee	WF-6521	WR	74.50	74.50
Federal Express Corp.	1-573-78950	02/16/04	Messenger Service	WF-6532	WR	1,021.94	
Federal Express Corp.	1-624-76870	02/27/04	Messenger Service	WF-6532	WR	330.46	1,352.40
Gallagher, AJ Risk Mgmt Svcs PR	211209	02/24/04	Kempes Cancellation - 07/17/03-11/01/03	WF-6411	WR	(36,115.00)	
Gallagher, AJ Risk Mgmt Svcs PR	189260	02/09/04	G L Insurance - 07/17/03-07/17/04 - Cancel Billing	WF-1551	WR	(30,865.84)	
Gallagher, AJ Risk Mgmt Svcs PR	189260	02/09/04	G L Insurance - 07/17/03-07/17/04 - Cancel Billing	WF-6411	WR	(113,966.16)	
Gallagher, AJ Risk Mgmt Svcs PR	209973	02/09/04	General Liability Insurance - 07/17/03-11/01/03	WF-6411	WR	23,149.00	
Gallagher, AJ Risk Mgmt Svcs PR	209975	02/09/04	General Liability Insurance - 07/17/03-11/01/03	WF-6411	WR	6,380.00	
Gallagher, AJ Risk Mgmt Svcs PR	209976	02/09/04	General Liability Insurance - 07/17/03-11/01/03	WF-6411	WR	12,912.00	
Gallagher, AJ Risk Mgmt Svcs PR	209979	02/09/04	General Liability Insurance - 11/01/03-11/01/04	WF-1551	WR	39,937.76	
Gallagher, AJ Risk Mgmt Svcs PR	209979	02/09/04	General Liability Insurance - 11/01/03-11/01/04	WF-6411	WR	39,074.24	
Gallagher, AJ Risk Mgmt Svcs PR	209979	02/09/04	General Liability Insurance - 11/01/03-11/01/04	WF-1551	WR	10,938.25	
Gallagher, AJ Risk Mgmt Svcs PR	209980	02/09/04	General Liability Insurance - 11/01/03-11/01/04	WF-6411	WR	10,701.75	
Gallagher, AJ Risk Mgmt Svcs PR	209980	02/09/04	General Liability Insurance - 11/01/03-11/01/04	WF-1551	WR	22,331.42	
Gallagher, AJ Risk Mgmt Svcs PR	209981	02/09/04	General Liability Insurance - 11/01/03-11/01/04	WF-6411	WR	21,848.58	
Gallagher, AJ Risk Mgmt Svcs PR	209981	02/09/04	General Liability Insurance - 11/01/03-11/01/04	WF-6412	WR	1,753.42	
Gallagher, AJ Risk Mgmt Svcs PR	210783	02/19/04	General Manager's Bond - 02/10/04-02/09/05	WF-1551	WR	6,246.58	
Gallagher, AJ Risk Mgmt Svcs PR	210783	02/19/04	General Manager's Bond - 02/10/04-02/09/05	WF-1551	WR	55,586.71	
Gallagher, AJ Risk Mgmt Svcs PR	210790	02/19/04	Treasurer's Bond - 02/10/04-02/09/05	WF-6412	WR	15,603.29	85,516.00
Gallagher, AJ Risk Mgmt Svcs PR	210790	02/19/04	Treasurer's Bond - 02/10/04-02/09/05	WF-6412	WR	15,603.29	85,516.00
Glenbard Electric Supply, Inc.	1036738-06	02/13/04	Meter Station Maintenance	WF-6633	WR	575.62	575.62

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Grainger	001-413686-5	02/11/04	Meter Testing Supplies	WF-6623	WR	41.27	
Grainger	001-749868-4	02/17/04	Meter Testing Supplies	WF-6623	WR	78.96	
Grainger	001-966934-0	02/19/04	Maintenance Supplies	WF-6622	WR	98.51	
Grainger	156-744495-3	02/16/04	Centrifugal Pump for Operations	WF-6621	WR	266.63	
Grainger	156-744495-3	02/16/04	Maintenance Supplies	WF-6622	WR	63.28	548.65
Greenberg Traurig	1164564	02/09/04	"C" Factor Retainer - January, 2004	WF-6253	WR	10,000.00	10,000.00
Holland & Knight		02/13/04	Legal Services: January 2004	WF-6251	WR	5,873.15	5,873.15
Home Depot	5090520	02/26/04	Pipeline Supplies	WF-6637	WR	58.91	
Home Depot	Various	02/12/04	Maintenance Supplies	WF-6622	WR	637.64	696.55
HSQ Technology	6016	02/29/04	SCADA Support Service: 02/01/04-02/29/04	WF-6624	WR	450.00	450.00
Illinois Paper Company	Various	02/24/04	Office Supplies	WF-6521	WR	622.00	622.00
Illinois Public Risk Fund		02/14/04	Workers Compensation Insurance: 03/15/04-06/14/04	WF-6415	WR	13,815.00	13,815.00
Illinois Section AWWA	2704	02/05/04	Annual Conference - T. McGhee, J. Satz, R. Martin	WF-6133	WR	500.00	500.00
Inlad Truck and Van	4980	02/27/04	Power Supply	WF-6641	WR	219.89	219.89
ISA		03/01/04	Yearly Membership	WF-6540	WR	85.00	85.00
J.U.L.I.E.	01-04-0430	02/02/04	Utility Locates: January 2004	WF-6634	WR	1,526.65	1,526.65
Joliet Junior College		02/16/04	Professional Development: L. Sharp	WF-6133	WR	118.00	118.00
Kanak, Joe Enterprises, Inc.	5860	02/28/04	Typewriter Service Contract: 03/15/04-03/15/05	WF-6550	WR	240.00	240.00
Lanac Technology	200401105	01/31/04	Upgrade Payroll Software	WF-6389	WR	3,135.00	3,135.00

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Lesman Instrument Company	1/978421	02/04/04	Float Level Switches	WF-6633	WR	1,206.97	
Lesman Instrument Company	1/978422	02/06/04	Float Level Switches	WF-6633	WR	383.39	1,590.36
Maintenance Store, The	709	02/02/04	Digital Multimeter Book & Videotape	WF-6522	WR	64.74	64.74
McGladrey & Pullen, LLP	M-1619705-050	03/02/04	Cash & Investments Review - December 2003	WF-6310	WR	4,700.00	4,700.00
McMaster-Carr Supply Company	84295153	02/16/04	Plan Rack and Clamps	WF-6634	WR	579.57	579.57
Mel's Ace Hardware	Various	02/02/04	Maintenance Supplies	WF-6622	WR	84.78	
Mel's Ace Hardware	Various	02/04/04	Pipeline Supplies	WF-6637	WR	106.56	
Mel's Ace Hardware	01219217 76	02/19/04	Meter Station Maintenance	WF-6633	WR	5.83	
Mel's Ace Hardware	Various	02/28/04	Vehicle Maintenance	WF-6641	WR	52.55	249.72
Menards - Hillside	Various	02/24/04	Maintenance Supplies	WF-6622	WR	197.82	197.82
Midwest Engineering Consultants, Ltd.	3768	02/23/04	Technical Services for Motor Control Center	WF-6622	WR	2,716.58	2,716.58
Naperville, City of	Various	02/20/04	Meter Sta. Service: 01/15/04-02/12/04	WF-6612	WR	2,277.61	2,277.61
National City Bank	804325001	02/13/04	Investment Safekeeping Fees: 01/01/04-01/31/04	WF-6233	WR	866.00	866.00
Neenah Foundry Company	33020	02/16/04	Pipeline Supplies	WF-6637	WR	2,210.00	2,210.00
Network Technologies Group, LLC	20093	02/04/04	Corrosion Telemetry: 01/01/04-02/01/04	WF-6514	WR	36.60	
Network Technologies Group, LLC	20173	03/01/04	Corrosion Telemetry: 02/01/04-03/01/04	WF-6514	WR	32.55	69.15
Newark InOne	8905743	02/09/04	SCADA/Instrumentation	WF-6624	WR	246.12	
Newark InOne	8916271	02/10/04	SCADA/Instrumentation	WF-6624	WR	9.71	255.83
Nextel Communications	648652511	02/16/04	Cellular Phone Serv.: 01/09/04-02/08/04	WF-6514	WR	427.55	427.55
Orr Safety Corporation	TSD0006224	02/05/04	Repairs to Gas Detector	WF-6622	WR	215.00	215.00

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Pat Kean's Friendly Ford	FTD2440	02/27/04	2004 Ford Expedition	WF-6961	WR	18,301.00	18,301.00
Petty Cash, V. Butler		03/03/04	Postage Reimbursement	WF-6532	WR	(32.60)	
Petty Cash, V. Butler		03/03/04	Administrative Expense	WF-6590	WR	271.80	
Petty Cash, V. Butler		03/03/04	Office Supplies	WF-6521	WR	23.57	
Petty Cash, V. Butler		03/03/04	Maintenance Supplies	WF-6622	WR	19.92	
Petty Cash, V. Butler		03/03/04	Cell Phone Case	WF-6514	WR	32.16	
Petty Cash, V. Butler		03/03/04	Holiday Luncheon	WF-1391	WR	(250.00)	
Petty Cash, V. Butler		03/03/04	Vehicle Maintenance	WF-6641	WR	30.86	
Petty Cash, V. Butler		03/03/04	Parking	WF-6131	WR	29.00	124.71
Program Professional Service, Inc.	81019	02/13/04	Window Washing DPPS: February 2004	WF-6622	WR	164.00	164.00
Proquip Inc.	24875	02/20/04	Maintenance Supplies	WF-6622	WR	1,521.00	1,521.00
Quill	Various	02/27/04	Office Supplies	WF-6521	WR	403.79	403.79
Readers Publication Services	214709438	02/24/04	PC World	WF-6540	WR	59.80	59.80
Rossi Contractors, Inc.	QR6-003A	02/17/04	Repair Sanitary Sewer Collapse Due to Prior Construction	WF-6631	WR	6,767.02 (a)	6,767.02
Rossi Contractors, Inc.	BOV-1	02/29/04	Cont. BOV-1: Partial Invoice No. 19	WF-6631	WR	260,322.96 (a)	
Rossi Contractors, Inc.	BOV-1	02/29/04	Cont. BOV-1: Partial Invoice No. 19	WF-3520	WR	(26,032.29) (a)	
Rossi Contractors, Inc.	BOV-1	02/29/04	Cont. BOV-1: Partial Invoice No. 19	WF-3530	WR	(360.00) (a)	233,930.67
Royal Office Products	129757	02/19/04	Office Supplies	WF-6521	WR	55.98	55.98
Royal Pipe & Supply Co.	Various	02/16/04	Maintenance Supplies	WF-6622	WR	196.75	196.75
SBC	6308940725	02/04/04	Tank Site #1: 02/04/04-03/03/04	WF-6514	WR	20.98	
SBC	6308340100	02/22/04	Service DPPS: 02/22/04-03/21/04	WF-6514	WR	563.64	
SBC	7082096241	02/16/04	Backup Telemetry Serv: 02/16/04-03/15/04	WF-6514	WR	701.25	1,285.87

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SBC Paging	2220004	03/01/04	Pager Service: 03/01/04-03/31/04	WF-6514	WR	98.59	98.59
Skarshaug Testing Laboratory, Inc.	86116	01/26/04	Water Testing	WF-6614	WR	28.06	
Skarshaug Testing Laboratory, Inc.	86661	02/16/04	Water Testing	WF-6614	WR	22.41	50.47
Slowinski, Bernadette S.		02/27/04	Contract Secretarial Services: February 2004	WF-6395	WR	1,064.26	1,064.26
Sooper Lube	44561	02/10/04	Vehicle Maintenance: M-66159	WF-6641	WR	27.45	27.45
Specialty Mat Service	234228	02/09/04	Floor Mat Service: 02/09/04, Maintenance Supplies	WF-6622	WR	233.40	
Specialty Mat Service	236121	02/23/04	Floor Mat Service: 02/23/04	WF-6622	WR	58.40	291.80
SPI Energy Group		03/01/04	Eval. of On-Site Generation Proposals: 01/30/04-02/29/04	WF-6389	WR	2,100.00	2,100.00
TelSpan	53850	01/31/04	TeleConferencing Charges	WF-6514	WR	77.32	77.32
Thermo/Cense, Inc.	38821-115171	02/26/04	SCADA/Instrumentation	WF-6624	WR	2,798.09	2,798.09
ThyssenKrupp Elevator Company	131754	03/01/04	Elevator Maintenance: 03/01/04-03/31/04	WF-6622	WR	218.42	218.42
Total Facility Maintenance, Inc.	113973	03/01/04	DPPS Cleaning Services: March 2004	WF-6622	WR	1,925.83	1,925.83
Transcat	Various	02/10/04	SCADA/Instrumentation	WF-6624	WR	1,274.10	1,274.10
Tree Towns Repro Service	687917	02/17/04	Reservoir Design	WF-7912	DSR	19.20	
Tree Towns Repro Service	688136	02/25/04	Plan Copies	WF-6634	WR	15.00	
Tree Towns Repro Service	691106	02/10/04	Plan Copies	WF-6634	WR	43.20	77.40
Trtion Electronics, Inc.	5690	01/30/04	Calibrate 44A Telewave	WF-6624	WR	172.00	
Trtion Electronics, Inc.	5702	02/01/04	Calibrate Fluke 77 Meter	WF-6624	WR	50.00	
Trtion Electronics, Inc.	5703	02/01/04	Calibrate Fluke 8060A Multimeter	WF-6624	WR	50.00	
Trtion Electronics, Inc.	5704	02/01/04	Calibrate Fluke 45 Meter	WF-6624	WR	48.00	
Trtion Electronics, Inc.	5705	02/01/04	Calibrate IFR 1200S Meter	WF-6624	WR	310.00	630.00

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 07-FEB-04 TO 05-MAR-04

ACPA0403
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

03/11/04

- 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 - WR - Water Revenue, ST - Sales Taxes, DSR - Released Debt Service Reserve Funds

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
Unique Products & Service Corp.	123861	02/05/04	Maintenance Supplies	WF-6622	WR	464.52	464.52
Unique Travel Service	112129	02/20/04	HSQ Training: M. Hughes	WF-6132	WR	368.20	
Unique Travel Service	112175	02/24/04	HSQ Training: J. Schori	WF-6132	WR	348.20	
Unique Travel Service	112183	02/25/04	Valve Testing - TSW-3 & TW-2: E. Kazmierczak	WF-3530	WR	243.70	960.10
United Radio Communications	10517400	01/31/04	Portable Radio Repairs	WF-6641	WR	600.28	
United Radio Communications	10519000	01/31/04	Portable Radio Repairs	WF-6641	WR	79.50	679.78
Verizon Wireless	504976418	02/08/04	Cellular Phone Serv.: 02/09/04-03/08/04	WF-6514	WR	42.01	
Verizon Wireless	505077564	02/11/04	Cellular Phone Serv.: 02/12/04-03/11/04	WF-6514	WR	30.23	72.24
Viking Office Products	88909	02/19/04	Office Supplies	WF-6521	WR	51.16	
Viking Office Products	136596	03/04/04	Office Supplies	WF-6521	WR	4.49	55.65
Villa Park Office Equipment	5765	02/24/04	HON Series Double Pedestal Metal Desk	WF-6521	WR	481.00	481.00
Voss Equipment	01S5261510	01/31/04	Repair to Fork Lift	WF-6622	WR	89.00	
Voss Equipment	01S5262000	01/31/04	Repair to Cushman New Battery	WF-6622	WR	305.18	394.18
Waste Management North	2192031-2008-0	03/01/04	Refuse Disposal	WF-6622	WR	203.94	203.94
Total Accounts Payable							3,563,388.50

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 07-FEB-04 TO 05-MAR-04

VENDOR VOLUME
ACCOUNTS PAYABLE SPREADSHEET
02/12/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Chicago, City of: Supt. of Wtr. Coll.	Water Supply: 02/01/04-02/29/04, Credit for Overbill in Jan. '04	2,208,038.93	2,208,038.93	61.965%
Downers Grove, Village of	Water Quality Loan - Draw # 6	500,000.00	2,708,038.93	75.996%
Rossi Contractors, Inc.	Cont. BOV-1: Partial Invoice No. 19	233,930.67	2,941,969.60	82.561%
Alvord, Burdick & Howson	Engineering Services	228,315.71	3,170,285.31	88.968%
Gallagher, AJ Risk Mgmt Svcs PR	G L Insurance, GM Bond, Treasurer's Bond, Cancellation	85,516.00	3,255,801.31	91.368%
Chicago, City of: Dept. of Water	Electric Service: 11/27/03-01/02/04	80,244.06	3,336,045.37	93.620%
Chicago, City of: Dept. of Water	Outside Contractors Maint. & Repairs : 07/22/03-12/15/03	44,541.21	3,380,586.58	94.870%
Camp Dresser & McKee Inc.	Power Supply Study: 09/11/03-01/24/04	37,040.00	3,417,626.58	95.909%
CTE Engineers, Inc.	Eng. Svcs - Reserv. Feasibility Study: 11/29/03-01/02/04	19,969.83	3,437,596.41	96.470%
Pat Kean's Friendly Ford	2004 Ford Expedition	18,301.00	3,455,897.41	96.983%
Commonwealth Edison	Meter Station, ROV, CP, Tank Site Electric Service	14,132.50	3,470,029.91	97.380%
Illinois Public Risk Fund	Workers Compensation Insurance: 03/15/04-06/14/04	13,815.00	3,483,844.91	97.768%
Greenberg Traurig	"C" Factor Retainer - January, 2004	10,000.00	3,493,844.91	98.048%
Rossi Contractors, Inc.	Repair Sanitary Sewer Collapse Due to Prior Construction	6,767.02	3,500,611.93	98.238%
Holland & Knight	Legal Services: January 2004	5,873.15	3,506,485.08	98.403%
McGladrey & Pullen, LLP	Cash & Investments Review - December 2003	4,700.00	3,511,185.08	98.535%
Lanac Technology	Upgrade Payroll Software	3,135.00	3,514,320.08	98.623%
Thermo/Cense, Inc.	SCADA/Instrumentation	2,798.09	3,517,118.17	98.702%

VENDOR VOLUME
 ACCOUNTS PAYABLE SPREADSHEET
 02/12/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Midwest Engineering Consultants, Ltd.	Technical Services for Motor Control Center	2,716.58	3,519,834.75	98.778%
Naperville, City of	Meter Sta. Service: 01/15/04-02/12/04	2,277.61	3,522,112.36	98.842%
CDW Government, Inc.	HP Laser Jet Printer, 19" Monitor, Maintenance Supplies	2,251.28	3,524,363.64	98.905%
Neenah Foundry Company	Pipeline Supplies	2,210.00	3,526,573.64	98.967%
SPI Energy Group	Eval. of On-Site Generation Proposals: 01/30/04-02/29/04	2,100.00	3,528,673.64	99.026%
Total Facility Maintenance, Inc.	DPPS Cleaning Services: March 2004	1,925.83	3,530,599.47	99.080%
Avalon Petroleum Company	Gasoline	1,728.00	3,532,327.47	99.128%
Lesman Instrument Company	Float Level Switches	1,590.36	3,533,917.83	99.173%
J.U.L.I.E.	Utility Locates: January 2004	1,526.65	3,535,444.48	99.216%
Proquip Inc.	Maintenance Supplies	1,521.00	3,536,965.48	99.258%
Chicago Tribune	Employment Ad: Administrative Assistant	1,467.00	3,538,432.48	99.300%
Federal Express Corp.	Messenger Service	1,352.40	3,539,784.88	99.338%
SBC	Tank Site #1, Backup Telemetry, DPPS Service	1,285.87	3,541,070.75	99.374%
Transcat	SCADA/Instrumentation	1,274.10	3,542,344.85	99.409%
Ace Computers	Workstation Computer	1,265.00	3,543,609.85	99.445%
AGM Electronics, Inc.	SCADA/Instrumentation	1,112.88	3,544,722.73	99.476%
Slowinski, Bernadette S.	Contract Secretarial Services: February 2004	1,084.26	3,545,786.99	99.506%
Unique Travel Service	Valve Testing - TSW-3 & TW-2, HSQ Training	960.10	3,546,747.09	99.533%
Cardiac Science	AED Replacement Electrodes, Battery for AED	892.90	3,547,639.99	99.558%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 07-FEB-04 TO 05-MAR-04

VENDOR VOLUME
ACCOUNTS PAYABLE SPREADSHEET
02/12/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
National City Bank	Investment Safekeeping Fees: 01/01/04-01/31/04	866.00	3,548,505.99	99.582%
Arc Glazing, Inc.	Furnish & Install Glass on Conference Room Table	800.00	3,549,305.99	99.605%
Home Depot	Maintenance Supplies, Pipeline Supplies	696.55	3,550,002.54	99.624%
United Radio Communications	Portable Radio Repairs	679.78	3,550,682.32	99.643%
Elmhurst, City of	Vehicle Stickers	672.00	3,551,354.32	99.662%
Trtion Electronics, Inc.	Calibrate Fluke Meters	630.00	3,551,984.32	99.680%
GLC Lubricants Co.	Maintenance Supplies, Drum Deposits	628.40	3,552,612.72	99.698%
Illinois Paper Company	Office Supplies	622.00	3,553,234.72	99.715%
McMaster-Carr Supply Company	Plan Rack and Clamps	579.57	3,553,814.29	99.731%
Glenbard Electric Supply, Inc.	Meter Station Maintenance	575.62	3,554,389.91	99.747%
Grainger	Maint. Supplies, Meter Testing Supplies, Centrifugal Pump	548.65	3,554,938.56	99.763%
American Public Works Association	Employment Ad: General Manager	545.00	3,555,483.56	99.778%
Illinois Section AWWA	Annual Conference - T. McGhee, J. Salz, R. Martin	500.00	3,555,983.56	99.792%
Villa Park Office Equipment	HON Series Double Pedestal Metal Desk	481.00	3,556,464.56	99.806%
Unique Products & Service Corp.	Maintenance Supplies	464.52	3,556,929.08	99.819%
HSQ Technology	SCADA Support Service: 02/01/04-02/29/04	450.00	3,557,379.08	99.831%
Nextel Communications	Cellular Phone Serv.: 01/09/04-02/08/04	427.55	3,557,806.63	99.843%
Quill	Office Supplies	403.79	3,558,210.42	99.855%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 07-FEB-04 TO 05-MAR-04

VENDOR VOLUME
ACCOUNTS PAYABLE SPREADSHEET
02/12/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Voss Equipment	Repair to Cushman New Battery, Repair to Fork Lift	394.18	3,558,604.60	99.866%
Chicago Engraving & Design Studios, Inc.	Commissioner Plaque, Commissioner Name Plates	310.00	3,558,914.60	99.874%
Specialty Mat Service	Floor Mat Service: February 2004, Maintenance Supplies	291.80	3,559,206.40	99.883%
Deluxe Business Checks and Solutions	Check Printing	283.70	3,559,490.10	99.891%
Newark InOne	SCADA/Instrumentation	255.83	3,559,745.93	99.898%
Mel's Ace Hardware	Veh. Maint., Pipeline Supplies, Maint. Supplies, MS Maint.	249.72	3,559,995.65	99.905%
Kanak, Joe Enterprises, Inc.	Typewriter Service Contract: 03/15/04-03/15/05	240.00	3,560,235.65	99.912%
Inlad Truck and Van	Power Supply	219.89	3,560,455.54	99.918%
ThyssenKrupp Elevator Company	Elevator Maintenance: 03/01/04-03/31/04	218.42	3,560,673.96	99.924%
Orr Safety Corporation	Repairs to Gas Detector	215.00	3,560,888.96	99.930%
Waste Management North	Refuse Disposal	203.94	3,561,092.90	99.936%
Menards - Hillside	Maintenance Supplies	197.82	3,561,290.72	99.941%
Royal Pipe & Supply Co.	Maintenance Supplies	196.75	3,561,487.47	99.947%
Chicago Electric Sales, Inc.	SCADA/Instrumentation	186.88	3,561,674.35	99.952%
Program Professional Service, Inc.	Window Washing DPPS: February 2004	164.00	3,561,838.35	99.956%
Bank One	Office Supplies, Replenish I-PASS: M-63636, M-78556, M-76785	159.00	3,561,997.35	99.961%
Aerex Pest Control	Exterminator - DPPS, Serv. Bldg, Pump & Motor Rm: Feb. '04	138.00	3,562,135.35	99.965%
Petty Cash, V. Butler	Prkg, Veh, Maint., Luncheon, Phone, Maint. & Off. Sup., Admin Exp., I	124.71	3,562,260.06	99.968%
Joliet Junior College	Professional Development: L. Sharp	118.00	3,562,378.06	99.972%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 07-FEB-04 TO 05-MAR-04

VENDOR VOLUME
 ACCOUNTS PAYABLE SPREADSHEET
 02/12/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Cintas First Aid & Safety	First Aid Supplies	117.15	3,562,495.21	99.975%
SBC Paging	Pager Service: 03/01/04-03/31/04	98.59	3,562,593.80	99.978%
ISA	Yearly Membership	85.00	3,562,678.80	99.980%
Tree Towns Repro Service	Plan Copies, Reservoir Design	77.40	3,562,756.20	99.982%
TelSpan	TeleConferencing Charges	77.32	3,562,833.52	99.984%
Excalibur Refreshment Concepts, Inc.	Coffee	74.50	3,562,908.02	99.987%
Verizon Wireless	Cellular Phone Serv.: 02/12/04-03/11/04	72.24	3,562,980.26	99.989%
Network Technologies Group, LLC	Corrosion Telemetry: 01/01/04-03/01/04	69.15	3,563,049.41	99.990%
Maintenance Store, The	Digital Multimeter Book & Videotape	64.74	3,563,114.15	99.992%
Readers Publication Services	PC World	59.80	3,563,173.95	99.994%
Royal Office Products	Office Supplies	55.98	3,563,229.93	99.996%
Viking Office Products	Office Supplies	55.65	3,563,285.58	99.997%
Skarshaug Testing Laboratory, Inc.	Water Testing	50.47	3,563,336.05	99.999%
Sooper Lube	Vehicle Maintenance: M-66159	27.45	3,563,363.50	99.999%
Cassidy Tire & Service	Vehicle Maintenance: M-66159	25.00	3,563,388.50	100.000%
Total Accounts Payable		<u>3,563,388.50</u> =====		



DU PAGE WATER COMMISSION

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

February 17, 2004

SEE ATTACHED LISTS

Dear :

Enclosed are the unaudited DuPage Water Commission's financial statements for January 31, 2004. If you have any questions about these statements, please call me.

Very truly yours,

Richard H. Skiba, Jr.
Financial Administrator

/vpb
Enc.

cc: Robert L. Martin, DWC

Accounting/Correspondence/QTFINRPT.DOC
Accounting/Correspondence/SEND FINANCE REPORT OTHERS
Accounting/Correspondence/FINANCIAL REPORTS SEND CUSTOMERS
Accounting/Correspondence/FINANCE REPORTS SEND FIN OFF

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Village of Addison
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Addison, IL 60101-2786

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Finance Director
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Carol Stream, IL 60188-1899

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Finance Director
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Finance Director
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Westmont, IL 60185

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Wood Dale, IL 60191-1596

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Village Treasurer
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Bensenville, IL 60106

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Clarendon Hills, IL 60514-1292

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Director of Finance
City of Elmhurst
209 N. York Street
Elmhurst, IL 60126-2892

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300 Civic Center Plaza
Glendale Heights, IL 60139

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Village Clerk
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Darien, IL 60559

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Glendale Heights, IL 60139

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Mgr. Of Utility Services
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Wood Dale, IL 60191-1596

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City of Elmhurst
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Elmhurst, IL 60126-2892

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Village of Hinsdale
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Hinsdale, IL 60521

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Woodridge, IL 60517

Mr. Martin Bourke
City Administrator
City of Oakbrook Terrace
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Oakbrook Terrace, IL 60181

Mr. Ed Krauss
Public Finance Department
Moody's Investor Service
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New York, NY 10007

Governmental Accounting
Standards Board
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Skillman, NJ 08558

FT Interactive Data
Attn: NRMSIR
100 Williams Street
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Mr. Joe Evans
McGladerey & Pullen
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Mail code IL1-1250
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Chapman & Cutler
111 W. Monroe - 16th Floor
Chicago, IL 60603

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Global Corporate Trust Services
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Columbus, OH 43271-0380

Mr. Lewis Greenbaum
Katten, Muchin, Zavis and
Roseman
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Chicago, IL 60661

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45th Floor
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LaSalle Bank NA
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Chicago, IL 60603

Mr. Frank Racibozynski
Metra
547 W. Jackson Blvd.
Chicago, IL 60661



DuPage Water Commission

MEMORANDUM

TO: Charter Customers and Bond Trustees

FROM: Robert L. Martin, Acting General Manager

DATE: February 19, 2004

SUBJECT: FY 2004-05 Tentative Draft Budget

On February 12, 2004, the Commission reviewed the tentative draft fiscal year 2004-05 budget. It is being sent to you as required by Section 7(L) of the Water Purchase Contract. This draft is subject to further review and adoption by the Commission. The information may be helpful in preparing your own budgets. Please share this information with personnel in your organization involved with your budget process.

The fiscal year 2004-05 tentative draft budget contemplates \$90.7 million of revenue and \$72.4 million of operating expenses. For purposes of Generally Accepted Accounting Principles (GAAP), this provides net revenue to the Commission of \$18.3 million. These net revenues will be the main source for funding expenditures that cannot be shown on the GAAP budget. These items are \$19.3 million of construction expenditures, \$9.3 million of general obligation bond principal and \$7.9 million revenue bond principal payments. Then, since depreciation expense requires no cash outlay, \$7.0 million is added back to the balanced budget calculation. The resulting negative \$11.2 million budget position is due to increased construction activity and will be covered by available cash balances projected for May 1, 2004.

Under this tentative draft budget, the Commission will continue to use sales tax funds to reduce the customers' fixed cost payment to 50% of the required amount. The fixed cost rate will average \$0.22 per 1,000 gallons. This is a \$0.05 reduction from the fiscal year 2003-04 budgeted fixed cost rate. Operations and maintenance payments in the fiscal year 2004-05 tentative draft budget are based on a rate of \$1.43 per thousand gallons. This is \$0.05 more than last fiscal year. The combined Charter Customer O&M and fixed cost rate will remain \$1.65 per 1,000 gallons (average).

In each of the detail sections of the tentative draft budget, there is a narrative explaining the makeup of the various line items. A table on page 4 is provided in accordance with the requirements of Section 7(L) of the Water Purchase Contract for Fixed Cost payments for fiscal year 2004-05.

The Five-Year Capital Improvement Plan included with the tentative draft budget is a draft only and has not received final Commission approval as of this mailing. However, it is the basis for the construction expenditure portion of the tentative draft budget. Thus, it has been included with the tentative draft budget to explain proposed construction and major repairs currently under review by the Commission.

Charter Customers and Bond Trustees
February 19, 2004
Page 2

The budget is scheduled to be adopted after a public hearing on April 8, 2004. You will be notified of the exact time of that public hearing in a separate mailing. In the meantime, if you have any questions regarding the budget, please feel free to call Rick Skiba or me at the Commission's office. We will be happy to answer any questions you may have.

cc: Chairman & Commissioners
Argonne National Lab
Citizens Utilities Company of Illinois
City of Oakbrook Terrace
Village of Winfield

Chapman and Cutler
Katten, Muchin, Zavis & Roseman
Moody's
Standard and Poor's
Fitch IBCA

Accounting\Budget\FY 2005 Send Budget.pri.doc

Mr. Steven Weinstock
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1491 Jeffrey Dr.

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Water Production Supervisor
Village of Bloomingdale
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Bloomingdale IL 60108-1403

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Village Manager
Village of Clarendon Hills
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Clarendon Hills IL 60514-1292

Mr. Michael Hughes
Director of Public Works
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Elmhurst IL 60126-2892

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Village Engineer
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Hinsdale IL 60521

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Director of Public Works
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Lombard IL 60148

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Oakbrook Terrace IL 60181

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Wood Dale IL 60191-1596

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Bensenville IL 60106

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Argonne IL 60439

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Asst. Director of Public Works
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Darien IL 60559

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Glendale Heights IL 60139

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Superintendent of Water
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Naperville IL 60566-7020

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Roselle IL 60172

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Willowbrook IL 60527

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Certified Corporate Trust
Specialist
Corporate Trust Services
Mr. Frank Racibozynski
Chief Financial Officer
Metra
547 W. Jackson Blvd.
Chicago, IL 60661



RECRUITMENT PROFILE

GENERAL MANAGER

DUPAGE WATER COMMISSION ELMHURST, ILLINOIS

This Recruitment Profile provides background information on the DuPage Water Commission and the customers which it serves. It outlines factors of qualifications and experience identified as desirable traits and attributes for Candidates for the General Manager position to possess. The Profile was prepared following meetings with the Board of Commissioners, Staff, Customer representatives, and the retiring General Manager, as well as written materials relevant to the DuPage Water Commission and the General Manager position.

This Profile will be used as a guide in the recruitment process, providing specific criteria by which applications will be screened and individuals selected for final interview and appointment consideration.

All inquiries relating to the recruitment and selection process for the General Manager position are to be directed to the attention of the Consultant working with the DuPage Water Commission:

The PAR Group
Paul A. Reaume, Ltd.
100 N. Waukegan Road, Suite 211
Lake Bluff, Illinois 60044
TEL: 847/234-8805
FAX: 847/234-8309
www.pargroupltd.com

ORGANIZATIONAL BACKGROUND

History

DuPage County, located in the western suburbs of Chicago, rapidly developed after World War II from a primarily agricultural area into a mix of residential and commercial uses. A long term, reliable and sufficient source of water was needed as growth continued into the 1950's. In 1955, the Tree Towns Commission was formed to oversee the creation of a water system which would supply the City of Elmhurst, the Village of Lombard, and the Village of Villa Park with Lake Michigan water.

The existence of short term ground water supply sources in DuPage County and resistance at the state and Federal level to the withdrawal of Lake Michigan water hindered progress for more than 20 years. However, requests to state and federal bodies for alternative, dependable water resources continued and ultimately led to the formation of the DuPage Water Commission. Finally, in 1980, the State of Illinois Department

of Transportation, Division of Water Resources (the regulatory body then responsible for control of Lake Michigan's water use), granted many of the County's municipalities an allocation of Lake Michigan water.

In March of 1984, the DuPage Water Commission signed a 40-year agreement to buy water from the City of Chicago for redistribution in DuPage County (based on some of the municipalities' boundaries, water is also distributed in limited portions of Cook and Will Counties). The Illinois State Legislature passed the Water Commission Act of 1985 which gave the Commission the final authority to finance, design, construct, and operate a Lake Michigan to DuPage County water supply system. In 2003, the Illinois State Legislature amended the Water Commission Act of 1985.

In 1986, the Commission entered into "wholesale" Water Purchase Agreements with 23 DuPage County municipalities and began the construction of the second largest water supply

system in the State of Illinois. The Commission finally went into full operation, delivering water to its customers on May 1, 1992. Since that time, the Commission has added two municipal customers and two private entities as customers.

Organizational Governance and Structure

The DuPage Water Commission is governed by a thirteen-member Board of Commissioners consisting of a Chairman and 12 Commissioners serving staggered, six-year terms. Two Commissioners are selected from each of the six County Board Districts. The DuPage County Board Chairman, with the approval of the DuPage County Board, appoints the Chairman and six of the Commissioners. Six Commissioners are elected by most of the Mayors/Presidents of the municipalities within each County Board District.

The Board appoints a General Manager who is responsible for the operations and management of the Commission. The accompanying insert includes a job description listing the formal duties of the General Manager position as set forth in the Bylaws of the Commission; but it should be recognized that many of the specific areas of responsibility are delegated to subordinate staff. The insert also includes an organizational chart depicting the 31 full-time positions of the Commission Staff.

Water System Facts

The DuPage Water Commission serves a population of approximately 860,000 based on the 2000 census. It serves an area of over 300 square miles. The Commission's municipal customers are:

Village of Addison	Village of Bensenville
Village of Bloomingdale	Village of Carol Stream
Village of Clarendon Hills	City of Darien
Village of Downers Grove	City of Elmhurst
Village of Glen Ellyn	Village of Glendale Heights
Village of Hinsdale	Village of Itasca
Village of Lisle	Village of Lombard
City of Naperville	Village of Oak Brook
City of Oakbrook Terrace	Village of Roselle
Village of Villa Park	Village of Westmont
City of Wheaton	Village of Willowbrook
Village of Winfield	City of Wood Dale
Village of Woodridge	

The Commission also serves two private entities: Argonne National Laboratory and seven service areas of Illinois American Water Company.

The DuPage pumping station receives treated water from the City of Chicago. The DuPage Pumping Station has nine distribution pumps with a pumping capacity of 185 MGD (Million Gallons per Day). The pumping station has a 30 million gallon reservoir.

Based on the 2002-2003 Annual Report, Monthly Water Pumpage Averages are as follows:

	Average Daily Flow MGD	Maximum Daily Flow MGD	Minimum Daily Flow MGD
Average	88.7	102.3	76.1
Maximum	126.3	144.7	101.3
Minimum	73.7	81.3	66.0

Average Daily Pumpage:	88.7 MGD
Highest Daily Pumpage:	144.7 MGD
Lowest Daily Pumpage:	66.0 MGD

The water system has 160 miles of pipelines, 78 meter stations, and 28 remotely operated valves. Pipelines range in size from 12" to 90". After leaving the DuPage Pumping Station, the water flows through the Commission's distribution pipes to storage tanks and metering stations serving the Commission's wholesale customers. Once the water flows ten feet beyond these metering stations, it becomes the property of the receiving utilities. Each of these customers owns and operates pressure adjusting stations to increase or decrease the water pressure it needs for its own particular system.

The Water Commission also performs utility locations through J.U.L.I.E. (Joint Utility Locating Information for Excavators). The Commission responded to 50,132 requests in 2002-2003 and performed 6,236 locates.

Finances

The Water Commission has three sources of available income: water supply contracts with wholesale customers, sales tax, and property tax. Currently, the water rate is \$1.65 per 1,000 gallons and will remain so through May 1, 2008 as set forth in State Statute. A 0.25% sales tax is in effect in most of DuPage County and, based upon some of the municipalities' boundaries, in limited portions of Cook and Will Counties, to support utility operation, construction, and debt service costs. The Commission levies a property tax to meet the principal and interest due on its General Obligation bonds. This levy has been abated by sales tax revenue. The Commission may also levy a property tax for general purpose revenues but has not done so since 1990.

The Commission manages over \$180 million in cash assets and \$380 million in infrastructure. Annual revenues exceed \$80 million. As part of the recent amendment enacted by the State Legislature, the Commission will make \$15 million dollar annual payments to DuPage County for a five year period to pay off a one-time, \$75 million grant.

Additional information can be found at the Commission's web site: www.dpwc.org

GENERAL MANAGER JOB DESCRIPTION

DUPAGE WATER COMMISSION

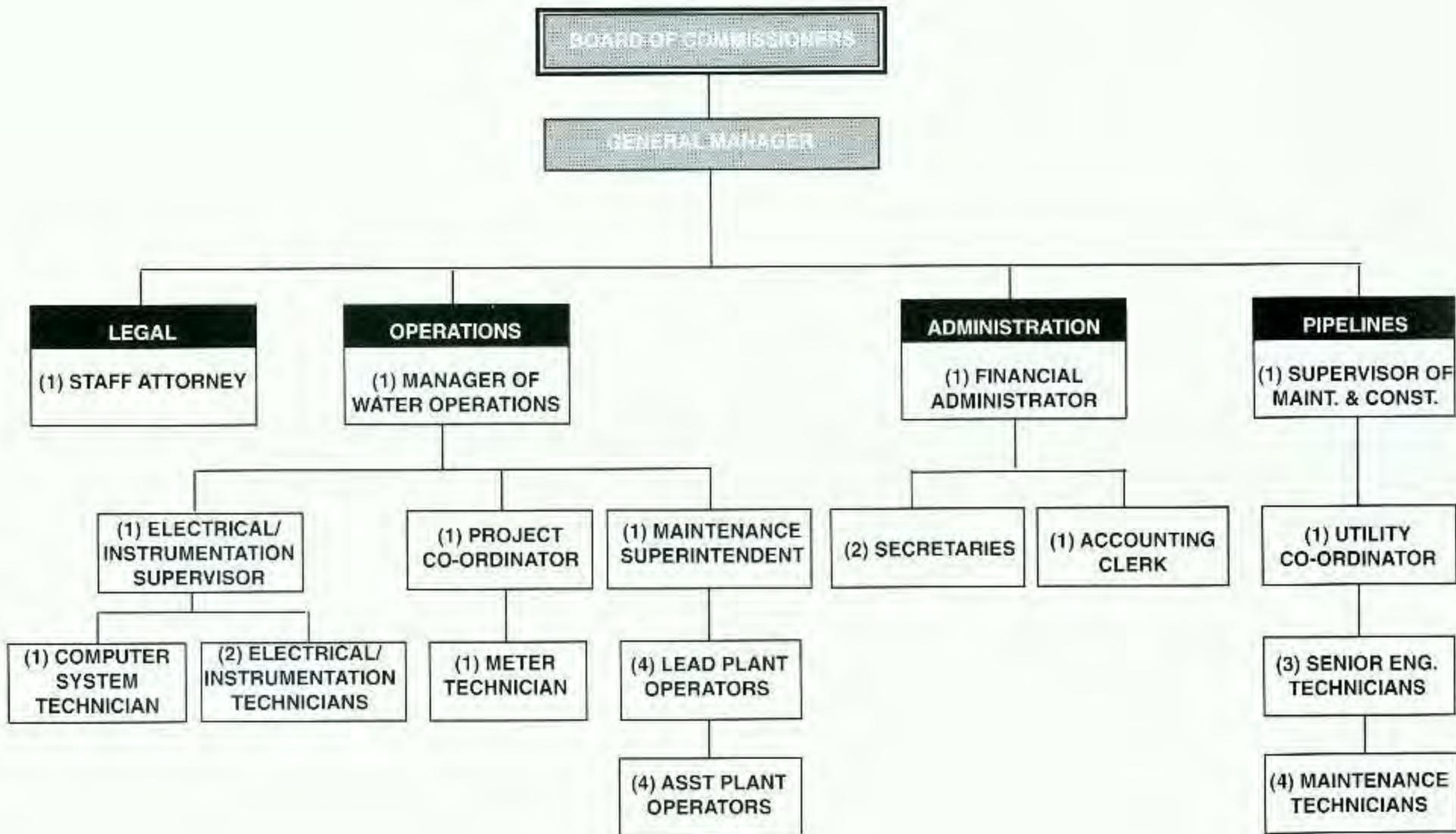
The following is taken from the Bylaws of the DuPage Water Commission. It is understood that many of the specific tasks enumerated below are delegated to subordinate personnel.

The General Manager shall be the chief administrative officer of the Commission and shall be responsible for the efficient administration and management of Commission affairs. The formal duties of the General Manager shall include, but are not necessarily limited to, the following:

1. Administrative responsibility for the organization, acquisition, construction, operation, and maintenance of the water supply system of the Commission;
2. Enforcing the ordinances of the Commission;
3. Supervising all Administrative Staff and consultants of the Commission;
4. Hiring personnel to fill positions or vacancies on the Commission's Administrative Staff and discharging or retiring such employees in accordance with administrative rules and procedures established by the Commission;
5. Preparing an agenda for each Commission meeting in advance for general distribution;
6. Attending all Commission meetings unless excused therefrom;
7. Attending any Commission committee meeting at which his or her attendance has been requested;
8. Attending relevant meetings of the Commission's Charter Customers when so requested;
9. Recommending policies, plans, and procedures for the organization, construction, acquisition, operation and maintenance of the water supply system of the Commission;
10. Purchasing materials and services and approving change orders according to administrative rules and procedures established in Article VIII of the By-Laws;
11. Preparing all checks and maintaining a check register;
12. Preparing a monthly statement of receipts and disbursements;
13. Reconciling bank statements on a regular basis;
14. Overseeing the preparation of an annual audit;
15. Preparing an annual budget;
16. Maintaining a central file of all correspondence and other documents and materials pertaining to the affairs of the Commission;
17. Preparing and presenting to the Commission for consideration and approval such administrative rules, procedures and orders as may be deemed necessary and appropriate;
18. Representing the Commission before conferences, associations or relevant public hearings when requested by the Commission to do so;
19. Executing all contracts and other agreements and documents duly authorized to be signed on behalf of the Commission, except such contracts and other agreements and documents as may be required to be signed by the Chairman or some other officer of the Commission;
20. Assigning such duties as may properly be delegated to the Financial Administrator or Secretary.



DU PAGE WATER COMMISSION
ORGANIZATIONAL CHART
FISCAL YEAR 2003-2004



ISSUES AND CHALLENGES

The DuPage Water Commission expects to address a number of important issues and challenges in the next several years. Some issues relate to broad policy matters. Some are more specific to particular internal operational, organizational and management matters. The Board of Commissioners is seeking an experienced, professional General Manager to assist them in analyzing and evaluating these and other issues, and implementing programs which will be "best for the Commission" as an organization and the current and future customers that it serves. The following issues and challenges are not listed in order of priority or importance but are set forth to give candidates a sense of the type and scope of issues which the Commission will be addressing. The list is not to be considered as exhaustive, nor should the statements be interpreted as endorsing any particular course of action.

- Moving from major startup construction phase to a maintenance and further build out of system phase.
- Addressing the issue of system expansion to all parts of the County with related cost implications for Charter Customers and new customers re: startup and on-going capital costs, water rates, and water allocations.
- Adapting to changes in State legislation affecting revenue sources and disbursements, including maintaining financial and rate stability with the \$75 million transfer of Commission funds to County.
- Examining the issue and merits of rate stability versus rate reality in terms of overall increases in the costs of supplies, equipment, wages, etc.
- Maintaining a positive working relationship with the City of Chicago as the water supplier to the Commission including specific concerns regarding the "C Factor" relative to pipeline capacity.
- Insuring that security needs are met, including emergency backup power and water system supply and storage protection, particularly in light of 9-11.
- Reconstituting the Safety Committee.
- Improving organizational effectiveness and capacity in a "team building" environment.
- Updating personnel procedures and programs including development of a pay system which recognizes and rewards performance and accomplishments, and provides career development opportunities.

GENERAL MANAGER CANDIDATE QUALIFICATION CRITERIA

Implementing the formal duties and responsibilities of the General Manager position requires a combination of formal training, personal skills and work experience that is compatible with the multiplicity of functions performed by the General Manager position. The following factors of experience, management style, and professional traits have been identified by the Water Commission as *ideal* attributes for the General Manager to possess in order to function effectively in the position.

The successful Candidate for the position will receive a salary commensurate with experience and qualifications, in the area of \$140,000 +/-, negotiable, depending upon experience, qualifications, and professional achievement.

Education and Experience

- Baccalaureate degree in business, public administration or engineering; Master's Degree and/or registration as a professional engineer not required, but a plus.
 - Significant and progressive administrative and management experience (minimum of 10 years) at the chief administrator/executive or assistant chief administrator/executive level, preferably in a municipal or regional organization which serves a multiplicity of constituencies and customers.
 - Experience in managing and knowledge of the requirements of operating a water utility either directly or through subordinate personnel.
 - Strong financial management and budgeting experience and the ability to comprehend complex financial matters and to present clear information and financial policy alternatives to the Board.
 - Experience with bond financing, debt service and investment of funds.
 - Experience planning, financing, bidding, and installing major capital improvements.
 - Experience in developing innovative protocols and processes which ensure open, factual, and timely communication of information for consideration by policy makers.
 - Experience and ability to develop processes and procedures which allow for broad input and lead to consensus whenever possible.
 - Experience in developing strategic plans utilizing the input of a broad range of stakeholders.
 - Experience preparing for and leading complex negotiations on policy, financial, and technical matters which have long term implications for the Commission and its customers, tactfully and diplomatically, yet firmly, articulating and protecting the Commission's interests.
 - Knowledge of and experience in working with engineering concepts and staff with the ability to understand and present engineering issues in non-technical language to policy makers.
 - Human resource and employee relations knowledge and experience with proven record of employee selection and de-
-

velopment and even-handed administration of human resource programs and policies.

Experience in building a team and managing in a manner which invites participation and ideas of all staff to address problems and improve operational efficiency.

Experience delegating responsibility to subordinate personnel yet holding them accountable for the accomplishment of organizational and operational goals and objectives.

Have a record of keeping up to date and abreast of modern/innovative technology, programs and procedures relative to improving water utility operations and maintenance.

Management Style and Personal Traits

Have a demonstrated record of unquestioned integrity and trustworthiness.

Have the maturity, self-confidence, independence, and strength of professional convictions to provide administrative insights and administrative counsel to the Commission, being able to firmly and diplomatically present professional views and carry out Commission decisions in a timely, professional, and impartial manner.

Be an articulate and an effective communicator, orally and in writing; someone who is comfortable listening to and talking with a wide spectrum of people and actively seeks a broad range of input from Commissioners, Staff, and customers; someone who can clearly and concisely present written and oral information to decision makers.

Be a strong administrative leader and be able to successfully facilitate and assist Staff to identify, analyze, prioritize, and thoroughly deliberate and address administrative and management issues which are critical toward meeting both current and longer range needs of the Commission.

Be able to serve as an impartial facilitator to the Board, serving all Board members in the same manner, presenting information clearly, completely, and on a timely basis and assisting the Board to deliberate complex issues in an open and constructive manner.

Be a mature, self-confident, diplomatic individual, with a calm, even temperament.

Project a strong professional presence in appearance, actions, and personal demeanor who can earn and command the respect of the Board, Staff, and customers.

Be a team leader who is engaged with and can coach and develop employees to meet organizational and employee goals.

Be a "quick study," someone who can understand complex issues and "tune in" to the institutional history and knowledge of the Commission.

Be politically aware but not politically involved in local or regional political organizations.

PROFESSIONAL ANNOUNCEMENT

The following, or similar, text has been released for insertion in professional and other appropriate publications.

DuPage Water Commission, General Manager. Countywide, wholesale water distribution system in west-suburban Chicago area seeks proven and experienced General Manager. Position is appointed by and reports to 13 member Board of Commissioners representing municipal and county districts. The agency manages over \$180 million in cash assets and \$380 million in infrastructure. Annual revenues exceed \$90 million with net asset value of over \$290 million. The agency has 31 FT employees serving a current customer base of 25 municipalities and two private entities. Broad and progressive background in management, finance, operations, maintenance, and construction contract administration required. Minimum of 10 years general management and ancillary experience required. Master's degree or equivalent in management or engineering and strong financial management background highly desirable. Excellent communication and leadership skills and the ability to work with a relatively large Board representing a variety of perspectives. Salary \$140,000 +/- dependent upon qualifications and experience. Apply with complete resumé to: The PAR Group - Paul A. Reaume, Ltd., 100 N. Waukegan Road, Suite 211, Lake Bluff, Illinois 60044. TEL: 847/234-0005; FAX 847/234-8309; email: resume@pargroup.com



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