



DuPage Water Commission

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

AGENDA

**DUPAGE WATER COMMISSION
THURSDAY, OCTOBER 18, 2012
7:30 P.M.
600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126**

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
(Majority of the Commissioners then in Office—minimum 7)
- III. Public Comments (limited to 3 minutes per person)
- IV. Approval of Minutes
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the September 20, 2012 Regular Meeting and the Minutes of the September 20, 2012 Executive Session (Voice Vote).

- V. Treasurer's Report – September 2012
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To accept the September 2012 Treasurer's Report (Voice Vote).

VI. Committee Reports

A. Finance Committee

1. Report of 10/18/12 Finance Committee
2. Purchase Property and Liability Insurance

(TO SUSPEND PURCHASING PROCEDURES: 2/3 Majority of those Commissioners Present, provided there is a quorum—minimum 5)

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

RECOMMENDED MOTION: To suspend the purchasing procedures of the Commission's By-Laws and to purchase property and liability insurance coverage, for a total premium of approximately \$460,000.00 as proposed by Marsh USA and outlined by Nugent Consulting Group (Roll Call).

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

3. Actions on Other Items Listed on 10/18/12 Finance Committee Agenda

B. Administration Committee

1. Report of 10/18/12 Administration Committee
2. Actions on Other Items Listed on 10/18/12 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 10/18/12 Engineering & Construction Committee
2. Ordinance No. O-11-12: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission, the County of DuPage, and the Village of Oak Brook Concerning the Construction and Operation of a Connection Facility for Interim and Emergency Water Deliveries

(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)

3. Resolution No. R-36-12: A Resolution Authorizing the Execution of an Agreement between the DuPage Water Commission and Tank Industry Consultants Inc. for Professional Engineering Services at the October 18, 2012, DuPage Water Commission Meeting - **\$44,750.00 (estimated)**

(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)

4. Resolution No. R-37-12: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-5/10 at the October 18, 2012, DuPage Water Commission Meeting - **\$6,500.00 (estimated not-to-exceed)**

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

RECOMMENDED MOTION: To adopt item numbers 2 through 4 under the Engineering & Construction Committee section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

5. Actions on Other Items Listed on 10/18/12 Engineering & Construction Committee Agenda

VII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$6,169,620.14, subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$770,220.00, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

X. Omnibus Vote Requiring Super-Majority or Special Majority Vote

XI. Old Business

XII. New Business

- Resolution No. R-38-12: A Resolution Ratifying and Confirming the Authorization and Execution of Certain Settlement Documents Related to a Potential Claim Against UBS – **Settlement of \$83,148.84**

(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 Commissionersâ3 County + 3 Muni+1=7)

RECOMMENDED MOTION: To approve Resolution No. R-38-12: A Resolution Ratifying and Confirming the Authorization and Execution of Certain Settlement Documents Related to a Potential Claim Against UBS (Roll Call)

XIII. Executive Session

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

RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11), and/or to discuss minutes of closed meetings pursuant to 5 ILCS 120/2(c)(21) (Roll Call).

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

XIV. Treasurer Appointment

(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 Commissionersâ3 County + 3 Muni+1=7)

RECOMMENDED MOTION: To confirm Chairman Zay's appointment of XXX to serve as the Treasurer of the DuPage Water Commission, subject to the advice and consent of the DuPage County Board (Roll Call).

XV. Adjournment

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

**MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, SEPTEMBER 20, 2012
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 8:23 P.M.

Commissioners in attendance: L. Crawford, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess, J.B. Webb, and J. Zay

Commissioners Absent: T. Cullerton

Also in attendance: J. Spatz, C. Peterson, C. Johnson, T. McGhee, J. Rodriguez, F. Frelka, J. Schori, E. Kazmierczak, R. Jones of Gorski & Good, and S. Lux of Baker Tilly

Before proceeding with Public Comments, Chairman Zay requested a moment of silence in remembrance of former Commissioner William Mueller noting his friendly personality, dedication and leadership would be greatly missed.

PUBLIC COMMENT

None

APPROVAL OF MINUTES

Commissioner Pruyn moved to approve the Minutes of the August 16, 2012 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Scheck.

Before the vote was called, Commissioner Suess referred to page 3 second paragraph under the Administration Committee report requesting that the following be added "There were no objections from the Commissioners present".

There being no further corrections, the motion was unanimously approved, as amended, by a Voice Vote.

All voted aye. Motion carried.

TREASURER REPORT

Financial Consultant Lux presented the August 2012 Treasurer's Report, consisting of six pages.

Financial Consultant Lux highlighted the \$69.3MM of cash and investments on page 1, noting that the balance was higher by about \$4.77MM because no payments were due towards either Certificate of Debt. Financial Consultant Lux also pointed out the schedule of investments on pages 2, 3, and 4. On page 5, the negative \$17MM net cash from capital and related financing activities was due to \$15MM principal payments

Minutes of the 9/20/12 Meeting

and \$1.8MM interest payments on the Bonds and construction. The reserve analysis showed \$14.1MM of unrestricted cash on hand as well as the full funding of the Operations and Maintenance, Operations and Maintenance Reserve, and Depreciation Accounts with a total cash balance of \$69MM shown on page 6. Also reflected on page 6 was an approximate \$95MM of outstanding debt in Table 3, Rows H, I and J.

Commissioner Russo moved to accept the August 2012 Treasurer's Report. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Finance Committee – Reported by Commissioner Suess

Commissioner Suess reported that the Finance Committee reviewed and recommended for approval the action items listed on the Finance Committee Agenda.

With respect to the selection of a Financial Advisor, Commissioner Suess noted that the Finance Committee held a special meeting on September 6th to conduct interviews with three candidates and it was by unanimous consent to recommend PFM as their organization offers very good resources that they can bring to the table.

With respect to the Interest Period under the Northern Trust Certificate of Debt, Commissioner Suess stated that the Finance Committee recommended electing another one month interest period as the interest rate had decreased from last month.

Commissioner Suess lastly noted that staff would soon be soliciting Requests for Proposals for the auditor services as well as bond counsel.

After Chairman Zay thanked the Finance Committee members for their time in conducting the interviews, Commissioner Suess moved to engage the services of the Public Financial Management Group (PFM) as a Financial Advisor in accordance with its proposal dated September 11, 2012, and in an amount not to exceed \$30,000.00 without prior Board approval, and to authorize the General Manager to enter into any required retention agreements. Seconded by Commissioner Janc and unanimously approved by a Roll Call Vote.

Ayes: L. Crawford, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess, J.B. Webb, and J. Zay

Nays: None

Absent: T. Cullerton

Minutes of the 9/20/12 Meeting

Committee of the Whole – Reported by Commissioner Crawford

Commissioner Murphy moved to suspend the first reading requirements of the Commission's By-Laws, to adopt Ordinance No. O-10-12 and to further direct the Administration Committee to review any written concerns regarding any aspect of the Ordinance identified by any Commissioner in a timely way. Seconded by Commissioner Loftus.

Commissioner Suess shared his concerns with waiving First Reading noting that there is a provision in the existing By-Laws which states *"no proposal shall be passed at the same meeting at which it is initially considered"*. Commissioner Suess further noted that he understood that the By-Laws had been discussed during the Committee of the Whole and that the Committee of the Whole was a separate meeting, but that the consensus among the Commissioner present at the August 16th Board meeting was to hold any action until the October meeting.

With no further discussion, the motion was approved by a Roll Call Vote.

Ayes: L. Crawford, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, F. Saverino, M. Scheck, J.B. Webb, and J. Zay

Nays: R. Furstenau and P. Suess

Absent: T. Cullerton

Commissioner Murphy moved to adopt item numbers 3 and 4 under the Committee of the Whole section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Loftus and unanimously approved by a Roll Call Vote.

Ayes: L. Crawford, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess, J.B. Webb, and J. Zay

Nays: None

Absent: T. Cullerton

Item 3: Resolution No. R-34-12: A Resolution Further Amending Resolution No. R-43-07 to Specify Authorized Credit Card Users and Limits Per the Adoption of the Newly Amended By-Laws which contain a New Credit Card Policy

Item 4: Resolution No. R-35-12: A Resolution Authorizing the Execution of an Intergovernmental Agreement with the County of DuPage – Ethics

Minutes of the 9/20/12 Meeting

Commissioner Furstenau asked when the Board members should be submitting any further questions for Committee discussion and Chairman Zay suggested that all questions and/or concerns should be submitted, in writing, to Administration Committee Chairperson Crawford in advance of the October meeting for review.

Engineering & Construction Committee – Reported by Commissioner Loftus

Commissioner Loftus reported that the Engineering & Construction Committee reviewed and recommended for approval the action items listed on the Engineering & Construction Committee Agenda.

After Commissioner Loftus gave a brief summary of each item listed on the Engineering & Construction Committee Agenda, he offered to answer any questions regarding the Status of Operations Report.

With no further discussion, Commissioner Loftus moved to adopt item numbers 2 and 5 under the Engineering & Construction Committee section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Furstenau.

After General Manager Spatz clarified that Resolution No. R-30-12 would also include an option to extend the agreement for an additional two years, the motion was unanimously approved by a Roll Call Vote.

Ayes: L. Crawford, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess, J.B. Webb, and J. Zay

Nays: None

Absent: T. Cullerton

Item 2: Resolution No. R-30-12: A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-6/12)

Item 3: Resolution No. R-31-12: A Resolution Approving and Authorizing the Execution of a Master Contract with AT&T

Item 4: Resolution No. R-32-12: A Resolution Approving and Authorizing the Execution of a First Amendment to the Contract for Consulting Services for Design and Construction of a Joint Connection Facility for the DuPage Water Commission Facility- \$2,866.78 not-to-exceed

Item 5: Resolution No. R-33-12: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-5/10 at the September 20, 2012, DuPage Water Commission Meeting - \$13,000.00 - \$15,000.00 (estimated)

ACCOUNTS PAYABLE

Commissioner Murphy moved to approve the Accounts Payable in the combined amount of \$8,452,901.45, subject to submission of all contractually required documentation, for invoices that have been received and for invoices that have not yet been received but have been estimated. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote:

Ayes: L. Crawford, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess, J.B. Webb, and J. Zay

Nays: None

Absent: T. Cullerton

CHAIRMAN'S REPORT

Chairman Zay reported that Commissioner's Loftus, Saverino, Scheck, and Suess Commission terms would be expiring on January 1, 2013; noting that he would like to see everyone reappointed and asked that the County members interested in being reappointed to the Commission Board to submit their letters to County Board Chairman Cronin for consideration and members on the Municipal side would continue to serve until a reappointment or replacement is made.

With regards to the Accountability Report from the City of Chicago, Chairman Zay shared his disappointment with the report stating that the report was not what was expected as it did not include most of the information that the Commission had requested. Chairman Zay stated that the Commission has done their part in following up with letters to the city and meeting with Mayor Rahm Emanuel in which Mayor Emanuel reassured both General Manager Spatz and he that a report would be prepared containing all their requested information.

Commissioner Furstenau shared his frustration noting that the issue needs to be put on the front burner because there are a lot of people that think the Commission is just rolling over and the Commission needs to discuss and have a game plan as a group.

It was the consensus of the Board members present to wait another 7 to 10 days before reaching out to the City of Chicago to schedule another meeting.

OMNIBUS VOTE REQUIRING MAJORITY VOTE

None

Minutes of the 9/20/12 Meeting

OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE

None

OLD BUSINESS

None

NEW BUSINESS

None

EXECUTIVE SESSION

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

Ayes: L. Crawford, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, F. Saverino, M. Scheck, P. Suess, J.B. Webb, and J. Zay

Nays: None

Absent: T. Cullerton

The Board went into Executive Session at 9:00 P.M.

Commissioner Murphy moved to come out of Executive Session at 9:28 P.M. Seconded by Commissioner Scheck and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Murphy moved to adjourn the meeting at 9:29 P.M. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DU PAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 September 30, 2012

FUNDS CONSIST OF:	September 30, 2012	August 31, 2012	INCR. - (DECR.)
PETTY CASH	800.00	800.00	0.00
CASH AT MB FINANCIAL LOCK BOX	1,000.00	30,367.43	(29,367.43)
CASH AT HARRIS BANK	3,252,464.47	2,582,755.46	669,709.01
TOTAL CASH	3,254,264.47	2,613,922.89	640,341.58
ILLINOIS FUNDS MONEY MARKET	16,640,005.20	19,796,297.61	(3,156,292.41)
IIIT MONEY MARKET FUNDS	4,911,751.60	4,993,985.46	(82,233.86)
BMO HARRIS MONEY MARKET FUNDS	4,700,069.81	0.00	4,700,069.81
GOVERNMENT MONEY MARKET FUNDS	1,368.06	670.30	697.76
U. S. TREASURY INVESTMENTS	19,159,337.12	17,922,467.51	1,236,869.61
U. S. AGENCY INVESTMENTS	14,402,936.05	13,726,262.05	676,674.00
MUNICIPAL BONDS	2,547,662.75	2,547,662.75	0.00
COMMERCIAL PAPER	5,140,658.16	5,789,690.02	(649,031.86)
CERTIFICATES OF DEPOSIT	1,973,000.00	1,973,000.00	0.00
TOTAL INVESTMENTS	69,476,788.75	66,750,035.70	2,726,753.05
TOTAL CASH AND INVESTMENTS	72,731,053.22	69,363,958.59	3,367,094.63
	September 30, 2012	August 31, 2012	% CHANGE
ILLINOIS FUNDS MONEY MARKET	23.9%	29.5%	-15.9%
IIIT MONEY MARKET FUNDS	7.1%	7.5%	-1.6%
BMO HARRIS MONEY MARKET FUNDS	6.8%	0.0%	N/A
GOVERNMENT MONEY MARKET FUNDS	0.0%	0.0%	N/A
U. S. TREASURY INVESTMENTS	27.6%	26.9%	6.9%
U. S. AGENCY INVESTMENTS	20.7%	20.6%	4.9%
MUNICIPAL BONDS	3.7%	3.8%	0.0%
COMMERCIAL PAPER	7.4%	8.7%	-11.2%
CERTIFICATES OF DEPOSIT	2.8%	3.0%	0.0%
TOTAL INVESTMENTS	100.0%	100.0%	4.1%

Note 1 - Investments are carried at purchase price and are not adjusted for current market value.

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
September 30, 2012

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	APPROX. MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 09/30/12	
Illinois Funds Disbursing Account (01-1201)										
Illinois Funds-Money Market	0.128%	09/30/12	10/01/12	0.128%	\$ -	\$ -	\$ -	\$ -	\$ -	
				N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Water Fund Depository Accounts (01-1210)										
Illinois Funds-Money Market	0.128%	09/30/12	10/01/12	0.128%	\$ -	\$ -	\$ -	\$ -	\$ -	
				N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Water Fund Oper. & Maint. Acct. (01-1211 & 01-1211.01)										
Illinois Funds-Money Market	0.128%	09/30/12	10/01/12	1	0.128%	\$ 3,533,322.83	\$ 3,533,322.83	\$ -	\$ 3,533,322.83	\$ -
BMO Harris - Money Market	0.050%	09/30/12	10/01/12	1	0.050%	4,700,069.81	4,700,069.81	-	4,700,069.81	-
IIIT - Money Market (PFM Asset Management)	0.030%	09/30/12	10/01/12	1	0.030%	2,750,223.86	2,750,223.86	-	2,750,223.86	-
					0.070%	\$ 10,983,616.50	\$ 10,983,616.50	\$ -	\$ 10,983,616.50	\$ -
Revenue Bond Interest Account (01-1212)										
JP Morgan US Treasury Plus	0.000%	09/30/12	10/01/12	0.000%	\$ 485.15	\$ 485.15	\$ -	\$ 485.15	\$ -	
U. S. Treas. Notes (Bank of New York Mellon Trust)	0.375%	05/21/12	10/31/12	0.375%	225,000.00	225,051.82	(220.64)	225,272.46	351.56	
U. S. Treas. Notes (Bank of New York Mellon Trust)	0.375%	06/22/12	10/31/12	0.375%	220,000.00	220,056.94	(183.69)	220,240.63	343.75	
U. S. Treas. Notes (Bank of New York Mellon Trust)	0.375%	07/18/12	10/31/12	0.375%	220,000.00	220,055.82	(133.24)	220,189.06	343.75	
U. S. Treas. Notes (Bank of New York Mellon Trust)	0.375%	08/21/12	10/31/12	0.375%	220,000.00	220,060.04	(77.46)	220,137.50	343.75	
U. S. Treas. Notes (Bank of New York Mellon Trust)	0.375%	09/19/12	10/31/12	0.375%	220,000.00	220,069.77	(24.76)	220,094.53	343.75	
					0.375%	\$ 1,105,485.15	\$ 1,105,779.54	\$ (639.79)	\$ 1,106,419.33	\$ 1,726.56
Revenue Bond Principal (01-1213)										
JP Morgan US Treasury Plus	0.000%	09/30/12	10/01/12	0.000%	\$ 862.35	\$ 862.35	\$ -	\$ 862.35	\$ -	
U. S. Treas. Notes (Bank of New York Mellon Trust)	3.125%	05/21/12	04/30/13	3.041%	946,000.00	962,101.91	(10,081.76)	972,273.67	12,317.71	
U. S. Treas. Notes (Bank of New York Mellon Trust)	3.125%	06/22/12	04/30/13	3.054%	942,000.00	958,126.94	(7,607.04)	965,733.98	12,265.63	
U. S. Treas. Notes (Bank of New York Mellon Trust)	3.125%	07/18/12	04/30/13	3.054%	943,000.00	959,301.06	(5,689.99)	964,991.05	12,278.65	
U. S. Treas. Notes (Bank of New York Mellon Trust)	3.125%	08/21/12	04/30/13	3.054%	942,000.00	958,313.86	(3,078.09)	961,391.95	12,265.63	
U. S. Treas. Notes (Bank of New York Mellon Trust)	3.125%	09/19/12	04/30/13	3.054%	942,000.00	957,543.20	(806.49)	958,349.69	12,265.63	
					3.051%	\$ 4,715,862.35	\$ 4,796,339.32	\$ (27,263.37)	\$ 4,823,602.69	\$ 61,393.25

2

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 September 30, 2012

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	APPROX. MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 09/30/12	
Water Fund Oper. & Maint. Res. (01-1215 & 01-1215.01)										
Illinois Funds-Money Market	0.128%	09/30/12	10/01/12	1	0.128%	\$ 2,285,936.78	\$ -	\$ 2,285,936.78	\$ -	
PNC Institution Investments	0.000%	09/30/12	10/01/12	1	0.000%	12.33	-	12.33	-	
IIIT - Money Market (PFM Asset Management)	0.030%	09/30/12	10/01/12	1	0.030%	45,842.22	-	45,842.22	-	
US Treasury Notes (PFM Asset Management)	2.750%	03/30/12	10/31/13	580	0.300%	350,000.00	359,269.51	(4,306.66)	363,576.17	4,027.85
US Treasury Notes (PFM Asset Management)	1.875%	03/30/12	02/28/14	700	0.340%	1,000,000.00	1,021,674.49	(7,700.51)	1,029,375.00	1,605.66
US Treasury Notes (PFM Asset Management)	1.000%	03/30/12	05/15/14	776	0.370%	1,000,000.00	1,010,201.92	(3,157.46)	1,013,359.38	3,777.17
US Treasury Notes (PFM Asset Management)	1.875%	03/30/12	06/30/15	1,187	0.580%	1,000,000.00	1,035,353.56	(6,443.32)	1,041,796.88	4,738.45
US Treasury Notes (PFM Asset Management)	1.750%	06/27/12	07/31/15	1,129	0.460%	825,000.00	854,984.83	(2,725.13)	857,709.96	2,432.40
US Treasury Notes (PFM Asset Management)	1.250%	03/30/12	10/31/15	1,310	0.650%	750,000.00	763,595.43	(2,195.59)	765,791.02	3,923.23
US Treasury Notes (PFM Asset Management)	0.500%	08/15/12	07/31/17	1,811	0.740%	250,000.00	247,192.13	72.99	247,119.14	210.80
Regional Trans Auth. IL Rev Bonds (PFM Management)	1.064%	06/26/12	06/01/14	705	1.060%	200,000.00	200,000.00	-	200,000.00	561.56
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	06/15/16	1,415	1.050%	300,000.00	342,917.43	(1,926.57)	344,844.00	2,541.67
NYC NY G.O. Muni Bond (PFM Asset Management)	5.000%	05/25/12	08/01/16	1,529	1.010%	300,000.00	344,883.76	(3,638.24)	348,522.00	2,500.00
MI St Fin Auth Rev Bonds (PFM Management)	5.000%	06/27/12	01/01/17	1,649	1.130%	300,000.00	346,037.46	(2,881.54)	350,919.00	3,750.00
FHLMC Notes (PFM Asset Management)	1.000%	03/30/12	08/27/14	890	0.480%	1,000,000.00	1,009,831.31	(2,578.69)	1,012,410.00	944.44
Freddie Mac Global Notes (PFM Asset Management)	0.750%	05/31/12	11/25/14	908	0.500%	800,000.00	804,221.39	(650.61)	804,872.00	2,100.00
Fannie Mae Global Notes (PFM Asset Management)	0.750%	03/30/12	12/19/14	994	0.570%	1,000,000.00	1,004,065.78	(914.22)	1,004,980.00	2,125.00
Fannie Mae Global Notes (PFM Asset Management)	0.375%	03/30/12	03/18/15	1,081	0.600%	1,000,000.00	994,446.14	1,128.14	993,320.00	156.25
FHLMC Notes (PFM Asset Management)	2.500%	03/30/12	05/27/16	1,519	0.960%	500,000.00	527,556.13	(3,713.87)	531,270.00	4,305.56
FNMA Notes (PFM Asset Management)	1.250%	03/30/12	09/28/16	1,643	1.060%	500,000.00	503,806.55	(443.45)	504,050.00	52.08
FNMA Notes (PFM Asset Management)	1.250%	03/30/12	01/30/17	1,767	1.160%	175,000.00	175,678.32	(75.93)	175,754.25	370.66
Freddie Mac Global Notes (PFM Asset Management)	1.000%	07/31/12	07/28/17	1,823	0.860%	300,000.00	301,940.93	(66.07)	302,007.00	900.00
Freddie Mac Global Notes (PFM Asset Management)	0.875%	09/06/12	08/28/17	1,817	0.820%	475,000.00	476,164.45	(13.55)	476,178.00	380.99
					0.550%	\$ 14,356,791.33	\$ 14,657,412.85	\$ (42,232.28)	\$ 14,990,645.13	\$ 41,303.57
			Weighted Avg Maturity	957						

(W)

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	APPROX. MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 09/30/12	
Water Fund Depreciation Account (01-1216 & 01-1216.01)										
Illinois Funds-Money Market	0.128%	09/30/12	10/01/12	1	0.128%	\$ 887,492.44	\$ -	\$ 887,492.44	\$ -	
IIIT - Money Market (PFM Asset Management)	0.030%	09/30/12	10/01/12	1	0.030%	19,669.70	-	19,669.70	-	
US Treasury Notes (PFM Asset Management)	2.750%	03/30/12	10/31/13	580	0.300%	140,000.00	143,707.80	(1,722.67)	145,430.47	1,611.14
US Treasury Notes (PFM Asset Management)	1.875%	03/30/12	02/28/14	700	0.340%	425,000.00	434,211.66	(3,272.72)	437,484.38	682.41
US Treasury Notes (PFM Asset Management)	1.000%	03/30/12	05/15/14	776	0.370%	425,000.00	429,335.81	(1,341.92)	430,677.73	1,605.30
US Treasury Notes (PFM Asset Management)	1.875%	03/30/12	06/30/15	1,187	0.580%	425,000.00	440,025.26	(2,738.41)	442,763.67	2,013.84
US Treasury Notes (PFM Asset Management)	1.750%	06/27/12	07/31/15	1,129	0.460%	275,000.00	284,964.64	(908.38)	285,903.32	810.80
US Treasury Notes (PFM Asset Management)	1.250%	03/30/12	10/31/15	1,310	0.650%	300,000.00	305,438.17	(897.19)	306,316.41	1,569.29
US Treasury Notes (PFM Asset Management)	0.500%	08/15/12	07/31/17	1,811	0.740%	100,000.00	98,876.86	29.20	98,847.66	84.24
Regional Trans Auth. IL Rev Bonds (PFM Management)	1.064%	06/26/12	06/01/14	705	1.060%	100,000.00	100,000.00	-	100,000.00	280.78
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	06/15/16	1,415	1.050%	100,000.00	114,905.81	(842.19)	114,948.00	847.22
NYC NY G.O. Muni Bond (PFM Asset Management)	5.000%	05/25/12	08/01/16	1,529	1.010%	125,000.00	143,701.57	(1,515.93)	145,217.50	1,041.67
MI St Fin Auth Rev Bonds (PFM Management)	5.000%	06/27/12	01/01/17	1,649	1.130%	125,000.00	145,015.61	(1,200.64)	146,216.25	1,582.50
FHLMC Notes (PFM Asset Management)	1.000%	03/30/12	08/27/14	890	0.480%	425,000.00	429,178.31	(1,065.94)	430,274.25	401.39
Freddie Mac Global Notes (PFM Asset Management)	0.750%	05/31/12	11/25/14	908	0.500%	225,000.00	226,187.27	(182.98)	226,370.25	590.63
Fannie Mae Global Notes (PFM Asset Management)	0.750%	03/30/12	12/19/14	994	0.570%	425,000.00	426,727.96	(398.54)	427,116.50	903.13
Fannie Mae Global Notes (PFM Asset Management)	0.375%	03/30/12	03/18/15	1,081	0.600%	425,000.00	422,639.61	478.61	422,161.00	86.41
FHLMC Notes (PFM Asset Management)	2.500%	03/30/12	05/27/16	1,519	0.960%	200,000.00	211,022.45	(1,485.55)	212,508.00	1,722.22
FNMA Notes (PFM Asset Management)	1.250%	03/30/12	09/28/16	1,643	1.060%	200,000.00	201,442.62	(177.38)	201,620.00	20.83
FNMA Notes (PFM Asset Management)	1.250%	03/30/12	01/30/17	1,767	1.160%	100,000.00	100,387.61	(43.39)	100,431.00	211.81
Freddie Mac Global Notes (PFM Asset Management)	1.000%	07/31/12	07/28/17	1,823	0.860%	125,000.00	125,908.72	(27.53)	125,836.25	333.33
Freddie Mac Global Notes (PFM Asset Management)	0.875%	09/06/12	08/28/17	1,817	0.820%	200,000.00	200,490.29	(5.71)	200,496.00	160.42
					0.556%	\$ 5,772,162.14	\$ 5,880,660.47	\$ (17,129.26)	\$ 5,907,780.78	\$ 16,519.36
			Weighted Avg Maturity	965						

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 September 30, 2012

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 09/30/12	
Water Fund General Account (01-1217 & 1217.01)										
Illinois Funds-Money Market	0.128%	09/30/12	10/01/12	1	0.128%	\$ 9,779,392.52	\$ -	\$ 9,779,392.52	\$ -	
PNC Institution Investments	0.000%	09/30/12	10/01/12	1	0.000%	8.23	8.23	8.23	-	
IIIT - Money Market (PFM Asset Management)	0.030%	09/30/12	10/01/12	1	0.030%	41,122.10	-	41,122.10	-	
CD - Bank of the West (PFM Asset Management)	0.700%	04/20/12	04/22/13	367	0.700%	248,000.00	-	248,000.00	780.01	
CD - Tristate Capital Bank (PFM Asset Management)	0.550%	04/23/12	04/23/13	365	0.550%	248,000.00	-	248,000.00	801.65	
CD - Sterling National Bank (PFM Asset Management)	0.450%	04/24/12	04/24/13	365	0.450%	248,000.00	-	248,000.00	489.21	
CD - PrivateBank & Trust (PFM Asset Management)	0.850%	04/20/12	04/21/14	731	0.850%	245,000.00	-	245,000.00	935.70	
CD - Onwest Bank (PFM Asset Management)	0.750%	04/20/12	04/21/14	731	0.750%	246,000.00	-	246,000.00	828.99	
CD - Israel Discount Bank of NY (PFM Asset Management)	0.700%	04/20/12	04/21/14	731	0.700%	246,000.00	-	246,000.00	773.72	
CD - Onslow Bank (PFM Asset Management)	0.700%	04/20/12	04/21/14	731	0.700%	246,000.00	-	246,000.00	773.72	
CD - National Republic Bank (PFM Asset Management)	0.650%	04/24/12	04/24/14	730	0.650%	246,000.00	-	246,000.00	700.93	
US Treasury Notes (PFM Asset Management)	2.000%	04/23/12	11/30/13	586	0.260%	250,000.00	(1,909.70)	256,972.96	1,890.33	
US Treasury Notes (PFM Asset Management)	1.875%	04/23/12	02/28/14	878	0.270%	750,000.00	(5,255.87)	772,236.33	1,204.25	
US Treasury Notes (PFM Asset Management)	0.750%	04/23/12	06/15/14	783	0.290%	750,000.00	(1,492.36)	757,294.92	1,659.84	
US Treasury Notes (PFM Asset Management)	2.375%	04/24/12	02/28/15	1,040	0.410%	500,000.00	(4,243.46)	527,871.09	1,016.92	
US Treasury Notes (PFM Asset Management)	1.750%	09/06/12	07/31/15	1,058	0.330%	425,000.00	(340.93)	442,332.03	1,253.06	
Regional Trans Auth, IL Rev Bonds (PFM Management)	1.064%	06/28/12	06/01/14	705	1.060%	185,000.00	-	185,000.00	519.44	
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	08/15/15	1,049	0.850%	200,000.00	(1,370.97)	223,498.00	1,694.44	
FHLMC Notes (PFM Asset Management)	1.000%	04/23/12	08/27/14	856	0.410%	750,000.00	(1,935.34)	760,380.00	708.33	
FHLMC Notes (PFM Asset Management)	0.625%	04/23/12	12/29/14	980	0.480%	750,000.00	(457.13)	752,812.50	1,197.92	
Fannie Mae Global Notes (PFM Asset Management)	0.500%	04/23/12	05/27/15	1,129	0.550%	750,000.00	161.30	748,852.50	1,291.67	
FNMA Notes (PFM Asset Management)	0.500%	08/07/12	08/07/15	1,095	0.500%	500,000.00	2.49	499,950.00	375.00	
Freddie Mac Global Notes (PFM Asset Management)	0.500%	07/30/12	08/28/15	1,124	0.470%	900,000.00	(46.53)	900,846.00	412.50	
Toyota Motor Commercial Paper (PFM Asset Management)	0.370%	04/20/12	10/17/12	180	0.370%	575,000.00	963.28	573,936.25	-	
Rabobank Commercial Paper (PFM Asset Management)	0.520%	04/20/12	10/17/12	180	0.520%	900,000.00	2,119.00	897,680.00	-	
JP Morgan Chase Commercial Paper (PFM Asset Management)	0.300%	04/20/12	10/19/12	182	0.300%	900,000.00	1,222.50	898,635.00	-	
GE Commercial Paper (PFM Asset Management)	0.340%	04/20/12	11/16/12	210	0.340%	900,000.00	1,385.50	898,215.00	-	
Bank of Tokyo Commercial Paper (PFM Asset Management)	0.420%	08/17/12	12/17/12	122	0.420%	900,000.00	462.00	898,719.00	-	
					0.316%	\$ 22,878,522.85	\$ 22,778,043.30	\$ (10,736.25)	\$ 22,788,734.13	\$ 18,997.63
		Weighted Avg Maturity	373							
Sales Tax Funds (01-1230 & 01-1230.01)										
Illinois Funds-Money Market	0.128%	09/30/12	10/01/12	1	0.128%	\$ 153,860.63	\$ -	\$ 153,860.63	\$ -	
IIIT - Money Market (PFM Asset Management)	0.030%	09/30/12	10/01/12	1	0.030%	2,054,893.72	-	2,054,893.72	-	
US Treasury Notes (PFM Asset Management)	0.375%	04/30/12	07/31/13	457	0.230%	750,000.00	(462.18)	751,376.65	473.85	
US Treasury Notes (PFM Asset Management)	2.000%	04/30/12	11/30/13	579	0.260%	400,000.00	(2,916.50)	411,000.00	2,688.52	
US Treasury Notes (PFM Asset Management)	1.875%	04/30/12	02/28/14	669	0.270%	750,000.00	(5,013.05)	771,943.36	1,204.25	
US Treasury Notes (PFM Asset Management)	1.000%	04/30/12	05/15/14	745	0.290%	750,000.00	(2,219.88)	760,839.84	2,832.88	
US Treasury Notes (PFM Asset Management)	1.750%	09/06/12	07/31/15	1,058	0.290%	300,000.00	(318.16)	312,644.53	884.51	
Regional Trans Auth, IL Rev Bonds (PFM Management)	1.064%	06/28/12	06/01/14	705	1.060%	185,000.00	-	185,000.00	463.28	
IL ST Unemployment Rev Bonds (PFM Asset Management)	5.000%	07/31/12	06/15/15	1,049	0.850%	200,000.00	(1,370.97)	223,498.00	1,694.44	
FHLB Notes (PFM Asset Management)	0.300%	04/30/12	05/18/13	381	0.240%	575,000.00	(137.05)	575,341.55	648.88	
FHLMC Notes (PFM Asset Management)	1.000%	04/30/12	08/27/14	849	0.400%	750,000.00	(1,875.95)	760,440.00	708.33	
FHLMC Notes (PFM Asset Management)	0.625%	04/30/12	12/29/14	973	0.480%	750,000.00	(456.56)	752,917.50	1,197.92	
Fannie Mae Global Notes (PFM Asset Management)	0.500%	04/30/12	05/27/15	1,122	0.550%	150,000.00	30.23	148,776.50	258.33	
FNMA Notes (PFM Asset Management)	0.500%	08/07/12	08/07/15	1,095	0.500%	350,000.00	1.74	349,995.00	262.50	
Toyota Motor Commercial Paper (PFM Asset Management)	0.370%	04/30/12	10/29/12	182	0.370%	325,000.00	514.40	324,392.07	-	
GE Commercial Paper (PFM Asset Management)	0.330%	04/30/12	11/16/12	200	0.330%	325,000.00	458.70	324,404.17	-	
Barclays US Funding LLC Commercial Paper (PFM Asset)	0.350%	08/16/12	11/20/12	98	0.350%	325,000.00	145.34	324,696.87	-	
					0.289%	\$ 9,073,754.35	\$ 9,153,370.59	\$ (13,819.60)	\$ 9,166,990.19	\$ 13,315.69
		Weighted Avg Maturity	504							
TOTAL ALL FUNDS					0.533%	\$ 68,688,194.67	\$ 69,365,222.57	\$ (111,820.55)	\$ 69,476,788.75	\$ 153,156.06
September 30, 2012	90 DAY US TREASURY YIELD			0.100%		Longest Maturity	1,823	\$ 425,000.00		
	3 month US Treasury Bill Index			0.060%						
	0-3 Year US Treasury Index			0.215%						
	1-3 Year US Treasury Index			0.244%						
	1-5 Year US Treasury Index			0.337%						

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from April 30, 2012 to Sept 30, 2012

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 41,657,744
Cash payments to suppliers	(41,256,997)
Cash payments to employees	<u>(1,144,904)</u>
Net cash from operating activities	(744,157)

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

Cash received from sales taxes	13,298,144
Cash Received from water quality loans	0
Cash payments for intergovernmental expenses	<u>0</u>
Net cash from noncapital financing activities	13,298,144

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	(1,827,490)
Principal Paid	(15,093,151)
Construction and purchase of capital assets	<u>(239,192)</u>
Net cash from capital and related financing activities	(17,159,832)

CASH FLOWS FROM INVESTING ACTIVITIES

Interest on investments	<u>47,733</u>
Net cash from investing activities	47,733

Net Increase (Decrease) in cash and investments (4,558,112)

CASH AND INVESTMENTS, APRIL 30 77,177,578

CASH AND INVESTMENTS, SEPT 30 \$ 72,619,466

Note: Amount of cash and investments as of April 30th excludes the entry posted to adjust investments to fair market value of \$52,825.

September 30, 2012
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT

	9/30/2012		
	TARGETED Reserve/Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Requirement
TABLE 1	A	B	C
RESERVE ANALYSIS			
A. Operating Cash Contingency (Two Months)	\$ 13,000,000	\$ 30,750,982	\$ 17,750,982
B. Current Construction Obligation	\$ 500,732	\$ 500,732	\$ -
C. Depreciation Reserve - Revenue Bond	\$ 5,875,000	\$ 5,907,781	\$ 32,781
D. O+M Account (See Note 1 Below) - Revenue Bond	\$ 14,237,881	\$ 14,237,881	\$ -
E. O+M Reserve (Two Month's Operating at est. \$7.3M/Mo.) - Revenue Bond	\$ 14,617,821	\$ 14,699,645	\$ 81,824
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 48,231,435	\$ 66,097,021	\$ 17,865,586

TABLE 2			
OTHER CASH			
F. Revenue Bond Reserve (EA. month from operating budget approx \$1.2M) Note 2	\$ 14,289,688	\$ 5,930,022	
G. Customer Construction Escrows	\$ 704,010	\$ 704,010	
TOTAL TABLE 2-OTHER CASH	\$ 14,993,698	\$ 6,634,032	
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2		\$ 72,731,053	

Outstanding Balance 9/30/12
\$ 50,375,000
\$ 15,000,000
\$ 30,000,000

TABLE 3--DEBT	
H. REVENUE BOND FINAL PAYMENT MAY-2016 (RELEASE RESERVE C+D+E)	
I. WEST SUBURBAN BANK-OUTSTANDING BALANCE DUE DEC-2015	
J. NORTHERN TRUST BANK-NEXT PAYMENT OF \$5M DUE MAY-2014	

Note 1: The O&M Account requirement varies from month to month. The cash balance for FY2012-13 must be 1/12 of the annual operating budget (\$7,308,911) plus an amount equal to the unpaid bills at the end of any month.

Note 2: The Revenue Bond Reserve requirement is to deposit, each month, 1/12 of the principal and interest requirement with the Bond Trustee. This requirement has been met.



NUGENT CONSULTING GROUP
INSURANCE AND RISK MANAGEMENT CONSULTING

October 1, 2012

Mr. Terry McGhee
Du Page Water Commission
600 East Butterfield Road
Elmhurst, IL 60126-4642

Re: Insurance Proposal Analysis

Dear Terry:

The purpose of this letter is to provide results of the RFP process and final pricing for the 2012 renewal. The costs and coverage comparison are provided in the attached spreadsheets. Insurance premiums and fees will increase 0.5% from the current premiums.

An RFP was issued to both Dato Pistorio Financial Group and Marsh USA, and both were assigned insurer's to secure quotations. Dato Pistorio Financial Group was unable to secure proposals from any of the insurers they were assigned. Marsh provided renewal terms from the incumbent insurers.

The property insurance market is in a state of fluctuation due to unprecedented catastrophes in 2011 (Japan, Joplin, East Coast Hurricane). Average rate increases over the past 6 months have ranged from 5-7.5%. Marsh has been able to get Lexington Insurance Company to hold the rate increase to 3.3%.

I recommend you accept the Marsh proposal.

Please contact me with any questions.

Sincerely,

Mike Nugent
Michael D. Nugent

**DU PAGE WATER COMMISSION
2012 RENEWAL COST COMPARISON**

Final Costs

	2009	2010	2011
General Liability	\$ 36,339	\$ 43,584	\$ 39,775
Automobile	\$ 12,893	\$ -	\$ -
Crime	\$ 796	\$ 11,571	\$ 8,000
Excess Liability	\$ 16,642	\$ 33,867	\$ 32,811
Excess Liability Layer 2	\$ 31,417	\$ -	\$ -
Property	\$ 306,754	\$ 303,226	\$ 313,609
Inspection Fee	\$ 11,000	\$ 200	\$ 200
UST	\$ 1,614	\$ 1,121	\$ 914
Brokerage Fee	\$ 35,333	\$ 30,686	\$ 31,240
Total	\$ 452,788	\$ 424,255	\$ 426,549

	2009	2010	2011
General Liability	AAIC	Arch	Arch
Automobile	AAIC	Arch	Arch
Crime	AAIC	Hiscox	Chatis
Excess Liability	AAIC	Arch	Arch
Excess Liability Layer 2	III National	Alterra	Alterra
Property	Affiliated	Lexington	Lexington
UST	III Union	III Union	III Union


	2009	2010	2011
General Liability / Public Official	\$1 Mil / \$3 Mil	\$1 Mil / \$3 Mil	\$1 Mil / \$3 Mil
Automobile	\$1,000,000	\$1,000,000	\$1,000,000
Crime	\$250,000	\$2,000,000	\$2,000,000
Excess Liability	\$7,000,000	\$10,000,000	\$10,000,000
Excess Liability Layer 2	\$15,000,000	\$12,000,000	\$12,000,000
Property	\$500,000,000	\$500,000,000	\$500,000,000
UST	\$1,000,000	\$1,000,000	\$1,000,000

	2009	2010	2011
General Liability	\$5,000	\$5,000	\$5,000
Automobile	\$1,000 Phys Darr	\$500 Phys Dam	\$500 Phys Dam
Crime	\$500	\$25,000	\$25,000
Property	\$50,000	\$50,000	\$50,000
UST	\$5,000	\$5,000	\$5,000

	Gallagher Renewal	
	11/09/-11/-12	11/12 - 11/15
Pollution Policy (3yr term)	\$ 30,132	\$ 30,150
same limits (\$10M/\$10M), deductible (\$25K)		

DATE: October 11, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT Facilities Construction
ITEM	An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission, the County of DuPage, and the Village of Oak Brook Concerning the Construction and Operation of a Connection Facility for Interim and Emergency Water Deliveries Ordinance No. O-11-12	APPROVAL 
<p>Pursuant to Ordinance O-3-12, approved on March 15, 2012, DuPage County is process of designing and construction a Joint Facility to serve their York Township Water Facility Service Area with Lake Michigan water. This area is currently served by County owned and operated shallow wells. With the current water quality servicing the York Township area declining, DuPage County turned to the Village of Oak Brook to provide interim delivery of Lake Michigan water until such time as the Joint Facility becomes operational. The County and Village entered into an agreement where a connection facility was constructed and subsequently became operational on or about June 21, 2012.</p> <p>Pursuant to both the Charter and Subsequent Customer agreements, these types of interim or emergency water system interconnections are prohibited unless certain conditions have been met and the interconnection has been approved by the Commission.</p> <p>Ordinance O-11-12 would authorize the execution of the intergovernmental agreement provided, however, the intergovernmental agreement between the DuPage Water Commission, the County of DuPage, and the Village of Oak Brook Concerning the Construction and Operation of a Connection Facility for Interim and Emergency Water Deliveries shall not be executed 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 County of DuPage and the Village of Oak Brook.</p>		
MOTION: To adopt Ordinance No. O-11-12.		

DUPAGE WATER COMMISSION**ORDINANCE NO. O-11-12****AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION, THE COUNTY OF DUPAGE AND THE VILLAGE OF OAK BROOK CONCERNING THE CONSTRUCTION AND OPERATION OF A CONNECTION FACILITY AND INTERIM AND EMERGENCY WATER DELIVERIES**

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 3720/1 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 County is constructing a water distribution system, commonly known as the York Township Facility, (the "County Water System"), which system shall be supplied with water by the Commission pursuant to the terms of that certain Water Purchase and Sale Contract for the County Unit System, dated as of the 13th of July, 2006, (the "Subsequent Customer Contract") with the Commission, and which system is to be connected at a single point to the Commission Waterworks System; and

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

WHEREAS, the County has entered into a design contract for the Joint Facility where design and construction is anticipated to be completed by June 1, 2013; and

Ordinance O-11-12

WHEREAS, the construction of the Joint Facility, together with certain extensions to the County Water System, will enable the County to serve Existing Properties within the County Water System that currently cannot be adequately served by the existing County Water System (the " Existing Properties"); and

WHEREAS, due to declining well water quality the County desires to serve the Existing Properties with Lake Water before the Joint Facility is operational; 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

WHEREAS, the County Water System is adjacent to the Village Water System and, upon having completed the construction of a new connection between the County Water System and the Village Water System (the "County/Village Connection"), at the intersection of 15th Street and Addison Avenue in unincorporated York Township, together with certain extensions to the County Water System, the Village Water System is capable of transmitting and delivering water purchased by the County from the Commission through the Village Water System to the County Water System for service to the Existing Properties; and

WHEREAS, the Commission has inspected the County/Village Connection and has found the County/Village Connection to be suitable for the purposes intended; and

WHEREAS, the Village is willing to provide such alternate delivery of water to the County until such time as the Joint Facility is operational and only if such alternate delivery of water does not impair the Village's ability to service its own customers; and

Ordinance O-11-12

WHEREAS, the Commission has no objection to the interim service arrangements described above so long as, after the Joint Facility becomes operational, the County/Village Connection will be operated and maintained in accordance with the emergency interconnection terms, conditions, and limitations of Subsection 9N of the Subsequent Customer Contract; and

WHEREAS, the Commission, the County, and the Village each 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 the interim and emergency water deliveries; 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, the County, and the Village are authorized to enter into this Agreement;

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 between the DuPage Water Commission, the County of DuPage, and the Village of Oak Brook Concerning the Construction and Operation of a Connection Facility for Interim and Emergency Water Deliveries, 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.

Ordinance O-11-12

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 between the DuPage Water Commission, the County of DuPage, and the Village of Oak Brook Concerning the Construction and Operation of a Connection Facility for Interim and Emergency Water Deliveries, in substantially the form attached hereto as Exhibit 1; provided, however, that Intergovernmental Agreement between the DuPage Water Commission, the County of DuPage, and the Village of Oak Brook Concerning the Construction and Operation of a Connection Facility for Interim and Emergency Water Deliveries 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 between the DuPage Water Commission, the County of DuPage, and the Village of Oak Brook Concerning the Construction and Operation of a Connection Facility for Interim and Emergency Water Deliveries executed by the County of DuPage and the Village of Oak Brook.

SECTION FOUR: Upon execution and attestation by the Chairman and the Clerk, respectively, the Intergovernmental Agreement between the DuPage Water Commission, the County of DuPage, and the Village of Oak Brook Concerning the Construction and Operation of a Connection Facility for Interim and Emergency Water Deliveries, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

Ordinance O-11-12

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 _____, 2012.

Chairman

ATTEST:

Clerk

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE DUPAGE WATER
COMMISSION, THE COUNTY OF DUPAGE AND THE VILLAGE OF OAK BROOK
CONCERNING THE CONSTRUCTION AND OPERATION OF A CONNECTION
FACILITY FOR INTERIM AND EMERGENCY WATER DELIVERIES**

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the DU PAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), the COUNTY OF DuPAGE, a unit of local government created and existing under the laws of the State of Illinois (the "County"), and the VILLAGE OF OAK BROOK, 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 3720/1 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 County is constructing a water distribution system, commonly known as the York Township Facility, (the "County Water System"), which system shall be supplied with water by the Commission pursuant to the terms of that certain Water Purchase and Sale Contract for the County Unit System, dated as of the 13th of July, 2006, (the "Subsequent Customer Contract") with the Commission, and which system is to be connected at a single point to the Commission Waterworks System; and

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

WHEREAS, the County has entered into a design contract for the Joint Facility where design and construction is anticipated to be completed by June 1, 2013; and

WHEREAS, the construction of the Joint Facility, together with certain extensions to the County Water System, will enable the County to serve Existing Properties within the County Water System that currently cannot be adequately served by the existing County Water System (the " Existing Properties"); and

WHEREAS, due to declining well water quality the County desires to serve the Existing Properties with Lake Water before the Joint Facility is operational; 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

WHEREAS, the County Water System is adjacent to the Village Water System and, upon having completed the construction of a new connection between the County Water System and the Village Water System (the "County/Village Connection"), at the intersection of 15th Street and Addison Avenue in unincorporated York Township, together with certain extensions to the County Water System, the Village Water System is capable of transmitting and delivering water purchased by the County from the Commission through the Village Water System to the County Water System for service

to the Existing Properties; and

WHEREAS, the Commission has inspected the County/Village Connection and has found the County/Village Connection to be suitable for the purposes intended; and

WHEREAS, the Village is willing to provide such alternate delivery of water to the County until such time as the Joint Facility is operational and only if such alternate delivery of water does not impair the Village's ability to service its own customers; and

WHEREAS, the Commission has no objection to the interim service arrangements described above so long as, after the Joint Facility becomes operational, the County/Village Connection will be operated and maintained in accordance with the emergency interconnection terms, conditions, and limitations of Subsection 9N of the Subsequent Customer Contract; and

WHEREAS, the Commission, the County, and the Village each 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 the interim and emergency water deliveries; 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, the County, and the Village are authorized to enter into this Agreement;

NOW, THEREFORE, it is agreed by, between, and among the Commission, the County, 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. INTERIM WATER DELIVERIES

A. Until such time as the Joint Facility becomes operational, any water transmitted and delivered through the County/Village Connection shall be treated as water purchased by the County from the Commission. Notwithstanding any requirement of the Subsequent Customer Contract to the contrary, the Commission shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the Commission's point of delivery to the Village Water System and title to all such water supplied by the Commission shall remain in the Commission to the point of delivery to the Village Water System and thereupon shall pass to the Village and the County as their interests may appear.

B. The County shall furnish, install, and when necessary replace at the County/Village Connection all necessary meters, strainers, and instrumentation for measuring properly the quantity of water delivered through the County/Village Connection. The County shall have all duty, responsibility, and liability to maintain and repair the County/Village Connection facilities including but not limited to the vault structure, access hatches, and all other appurtenances.

C. Until such time as the Joint Facility becomes operational, the Commission shall have exclusive access to the County/Village Connection; provided, however, that the County and the Village shall have access to the County/Village Connection at reasonable times as approved by the Commission for purposes of

examination and inspection, but the readings of the meters for billing purposes, calibration, and adjustment of the equipment therein shall be done only by the employees or agents of the Commission.

D. Until such time as the Joint Facility becomes operational, the Commission shall read the meter at the County/Village Connection and the amount of water delivered to the County Water System through the County/Village Connection shall be paid to the Commission directly by the County at the rates applicable pursuant to, and in accordance with, the Subsequent Customer Contract.

E. If at any time before the Joint Facility becomes operational it becomes necessary for the Commission to limit its delivery of Lake Water to the County for any reason pursuant to the Subsequent Customer Contract and specifically related to the County, then the Commission may, and shall be entitled to, make or cause the County or the Village to make all necessary and appropriate adjustments to the County/Village Connection, to assure that the appropriate amount of water is delivered to the County during such period of curtailment.

G. Until such time as the Joint Facility becomes operational, the rate of withdrawal from the County/Village Connection shall not exceed the rate allowed by Subsections 3A and 9M of the Subsequent Customer Contract.

H. The County and the Village each do hereby acknowledge and agree that the Commission shall not be liable either to the County or to the Village for, and each of the County and the Village do hereby release and agree to indemnify and hold harmless the Commission from, any damages occasioned by or in any way related to any interruption of, limitation on, or delay in, the delivery of water to them or to the

County/Village Connection.

I. The County shall reimburse the Commission for the full actual cost incurred by the Commission in connection with preparation, consideration, and review of this Agreement, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith. DuPage County shall reimburse the Commission for such fees, costs, and expenses, and payment shall be due within thirty (30) days after receipt of an invoice therefor from the Commission.

SECTION 3. PRICES, TERMS, PAYMENT.

A. The County shall make all required payments to the Commission in accordance with the terms of the Subsequent Customer Contract. To the extent that such payments depend upon the amount of Lake Water delivered to the County Water System, The County payments to the Commission pursuant to the Subsequent Customer Contract shall be based on readings taken by the Commission of the County/Village Connection Meters.

B. Village's Payments to the Commission. The Village shall make all required payments to the Commission in accordance with the terms of the Charter Customer Contract. To the extent that such payments depend on the amount of Lake Water delivered to the Village System, the Village's payments to the Commission pursuant to the Charter Customer Contract shall be based on the difference between the readings taken by the Commission of the Village System Meters and the readings taken by the Commission of the County/Village Connection Meters. If, for any billing period, the measurement of the amount of Lake Water delivered through the County/Village Connection Meters to the County Water System exceeds the

measurement of the amount of Lake Water delivered through the Village System Meters, then the difference between such readings shall be deemed to be zero.

C. The County Payments to the Village. During the first twelve (12) months from the date The County begins accepting water from the Village, The County shall pay to the Village, for the water transmission, delivery and storage services provided under this Agreement, the amount of \$2.73 (two dollars and seventy-three cents) per thousand gallons of water, or fraction thereof, metered by the County/Village Connection Meters (the "wheeling rate"). The Village shall invoice The County monthly for such services, and payment shall be due within thirty (30) days after invoicing by the Village. The wheeling rate will be adjusted in the same proportion that the Village's water rate to its customer base increases. If the Village can demonstrate to The County that the Village's actual proportionate increase in a specific cost of providing the use of the Village system to The County is greater than the proportionate increase for the same specific cost used in determining the Village's water rate to its retail customers, the Village may propose in writing a higher rate increase. This proposed rate increase shall not become effective unless mutually agreed to by both. The Village agrees to give The County sixty (60) days written notice prior to any rate change going into effect.

If The County desires to dispute any payment, or part thereof, due or claimed to be due under this Subsection 3C, The County shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Village that charges are disputed, the grounds for dispute, and the amount in dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within the time herein specified,

or within a reasonable period from the time The County knew or should have known of the facts giving rise to the dispute. It is expressly understood and agreed that no dispute over payments due or claimed to be due under this Subsection 3C shall be referred to arbitration for review or settlement. Upon receipt of a notification of dispute, representatives of the Village shall meet promptly with representatives of The County to resolve such dispute. If the Village and The County determine that all or a portion of the disputed payment should be refunded to County, then such sum shall be refunded. Either party may seek judicial relief relating to such monetary dispute.

Any late payment under this Subsection 3C shall bear interest at the rate of two percent (2%) per month with the minimum late payment charge being for a one (1) month period.

SECTION 4. WATER STORAGE CAPACITY.

The Village shall maintain, during the entire term of this Agreement and any renewal or extension of it, effective water storage capacity equal to the water storage capacity required by the Charter Customer Contract for the Village System plus the storage capacity required for the County Water System pursuant to Subsection 4C of the County Customer Contract. If at any time the Village's effective water storage capacity is not sufficient to meet the storage requirements of both the Charter Customer Contract and the Subsequent Customer Contract as a result of increased storage requirements of the County Water System (but not the Village System), then the deficiency, up to the maximum requirement of Subsection 4C of the Subsequent Customer Contract, shall be deemed to be attributable to the County Water System and shall be corrected, up to the maximum requirement of Subsection 4C of the Subsequent Customer Contract, by The County pursuant to the terms of the

Subsequent Customer Contract, unless, by amendment to this Agreement the Village agrees to correct such deficiency.

SECTION 5. EMERGENCY WATER DELIVERIES

A. Upon completion of the Joint Facility construction and the Joint Facility becomes operational, the County/Village Connection shall be operated, and maintained in accordance with the following terms, conditions and limitations, with the exception of paragraph B(i) below :

B. Future County/Village connections shall not be constructed, operated, or maintained except in accordance with the following terms, conditions and limitations:

- (i) The Village and the County shall submit to the Commission, for its review and approval, within 60 days following construction of the County/Village Connection, a report detailing the exact location of the County/Village Connection, the manner in which the County/Village Connection has been and will be operated and maintained, and the terms of any written or oral agreement for the operation and maintenance of the County/Village Connection. Such report shall include as-built drawings of the County/Village Connection and exact duplicates of any written agreement for the operation and maintenance of the County/Village Connection. The County/Village Connection shall not be operated unless and until the Commission shall have approved such report. No approval of such report shall be withheld unless the County/Village Connection, or any agreement for the operation and maintenance of the County/Village Connection, violate the Charter Customer Contract, the Subsequent Customer Contract, the Chicago Contract, or applicable laws or regulations, or pose a threat to the Commission or the Commission Waterworks System.
- (ii) The County/Village Connection shall be utilized only under emergency conditions unless otherwise approved, in writing, by the Commission. An emergency condition shall be defined to mean the inability to provide average day flow demands to regular, non-emergency supply customers during a limited period of time due to conditions beyond the control of the party requesting Lake Water. An emergency condition shall not mean any limitation imposed by the Commission on the supply of Lake Water to the Village or the County specifically related to the Village or the County pursuant to the Charter Customer Contract or the Subsequent Customer Contract, as the case may be, and the County/Village Connection shall not be utilized to circumvent the provisions of any agreement approved by the Commission for the Alternate Delivery of Lake Water pursuant to Subsection 4B of the Subsequent Customer Contract.

- (iii) The County/Village Connection shall be operated and maintained in such a manner as at no time to place or threaten to place the Commission or the Commission Waterworks System in jeopardy of failing to meet the terms of the Charter Customer Contract, the Subsequent Customer Contract, the Chicago Contract, or the regulations of any agency or governmental authority having jurisdiction over the operation of a public water supply.
- (iv) The party experiencing the emergency condition shall give telephonic notice to the Commission and to the other party of the emergency condition, the expected duration of the emergency condition, and the amount of Lake Water needed, prior to the operation of the County/Village Connection. The County/Village Connection shall not be operated unless and until the party experiencing the emergency condition shall have given said notice to the Commission.
- (v) The party receiving Lake Water through the County/Village Connection shall provide daily telephonic notice to the Commission and the party delivering Lake Water for so long as the emergency deliveries continue, and shall provide telephonic notice to the Commission before final shut-off of the emergency flow of Lake Water through the County/Village Connection for each such emergency condition.
- (vi) The Village and the County shall keep a joint record of the amount of Lake Water delivered through the County/Village Connection, a copy of which shall be provided to the Commission within five days following termination of the use of the County/Village Connection for each such emergency condition and, in any case, every five days where the County/Village Connection is in continuous operation for more than five days.
- (vii) The amount of Lake Water delivered to the Village Water System or to the County Water System through the County/Village Connection, as the case may be, shall be paid to the Commission directly by the party receiving Lake Water through the County/Village Connection at the rates applicable pursuant to, and in accordance with, that party's water purchase and sale contract with the Commission. In case of service curtailment, the Village's flow of water through the County/Village Connection shall be considered as a portion of the Village's allocation from the Commission. In case of service curtailment, the County's flow of water through the County/Village Connection shall be considered as a portion of the County's allocation from the Commission.

- (viii) The Commission shall have the right to inspect the County/Village Connection, and its operation and maintenance. The Commission shall have the right to install seals or such other devices as the Commission, in its sole and absolute discretion, determines are necessary to determine the operation of the County/Village Connection, and all equipment required to be installed to allow the installation of the seals or such other devices shall be installed at the County's sole cost and expense.
- (ix) The Commission shall bear no responsibility for, and the Village and the County shall and do hereby release the Commission from, and agree that the Commission shall not be liable for, and agree to indemnify and hold the Commission harmless from, any claims, damages, liabilities, and litigation that may be occasioned by, connected with, or in any way related to the construction, operation, and maintenance of the Second County/Village Connection. The Village and the County shall and do hereby agree to pay all fees, costs, and expenses, including legal and administrative fees, costs, and expenses, incurred by the Commission in defending itself with regard to any and all of the matters mentioned in this Subsection 5B.
- (x) The operation and maintenance of the County/Village Connection shall comply in all other respects with the Water Commission Act of 1985, the Charter Customer Contract, the Subsequent Customer Contract, the Chicago Contract, and Commission Resolution No. R-13-90, entitled "A Resolution Expressing the Policy of the DuPage Water Commission Regarding Subsequent Customers," as clarified by Commission Resolution No. R-29-95, entitled "A Resolution Clarifying Resolution No. R-13-90, being A Resolution Expressing the Policy of the DuPage Water Commission Regarding Subsequent Customers," and the requirements of the Commission thereunder.
- (xi) Notwithstanding anything to the contrary contained in any written or oral agreement for the operation and maintenance of the County/Village Connection, the County/Village Connection shall be operated and maintained only in accordance with this Section 5 and such additional or other terms, conditions, and limitations as the Commission shall impose pursuant to any policy established by the Commission with respect to emergency interconnections. No such agreement shall be amended, modified, or otherwise changed except upon the prior written approval of the Commission.
- (xii) The Commission reserves the right to order all use of the County/Village Connection to be discontinued, and the Village and the County shall and do hereby agree to discontinue such use, at any time the terms,

conditions, and limitations of this Section 5A and any such additional or other terms, conditions and limitations imposed by the Commission pursuant to any policy established by the Commission with respect to emergency interconnections are not satisfied.

C. This Agreement shall constitute the Commission's written approval, as required by Paragraph 5B(ii) above, for the Village to utilize the existing County/Village Connection to transmit and deliver water purchased by the County from the Commission through the Village Water System to the County Water System for service to the Existing Properties under non-emergency conditions until, and only until, the Joint Facility becomes operational; provided, however, that any such use of the County/Village Connection before the Joint Facility is operational shall be subject to the terms, conditions, and limitations set forth in Section 2 of this Agreement; and provided further, however, that in the event this Agreement is sooner terminated pursuant to Subsection 6D of this Agreement, the Commission's approval for the Village to utilize the County/Village Connection under non-emergency conditions shall be null and void and of no further force or effect.

SECTION 6. LEGAL RELATIONSHIPS AND REQUIREMENTS

A. This Agreement shall be deemed to supplement the Subsequent Customer Contract to provide for interim and emergency water deliveries to the DuPage County Unit System, as defined in the Subsequent Customer Contract, of the County. 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 or the Subsequent Customer Contract, and if there is any conflict or inconsistency between the terms of this Agreement and the terms of either one or both of those Contracts, then the terms of those Contracts shall control. The Village shall at all times comply with all terms and conditions of the Charter Customer Contract, and the

County shall at all times comply with all terms and conditions of the Subsequent 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 County/Village Connection provided by this Agreement, excuse, delay, or in any other way affect the Village's or the County's performances under such Contracts, including without limitation the making of all such payments.

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

B. The Commission, the County, 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, The County and the Village agree and acknowledge that further details regarding the construction and operation of the County/Village Connection 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 County and the Village, shall not be unreasonably withheld.

D. Either the Commission or the County may terminate this Agreement

upon 30 days advance written notice to the other, with a copy to the Village, in the following situations:

1. In the event the Joint Facility is not constructed and placed into operation on or before January 1, 2014.
2. In the event the County or Village either jointly or severably shall have failed or refused to meet fully any of its obligations under this Agreement or the Charter Customer Contract or DuPage County Contract, respectively.

Upon termination, this Agreement shall be void and of no effect; provided, however, that the County shall remain responsible for all fees, costs, and expenses incurred or accrued by the Commission prior to termination of this Agreement, and the provisions of Subsection 5B of this Agreement shall survive any such termination.

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, the County of DuPage, and the Village of Oak Brook have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day and year first above written.

COUNTY OF DUPAGE

Date: _____

By: _____

Daniel J. Cronin, Chairman

(SEAL)

ATTEST: By: _____
Gary A. King, County Clerk

DUPAGE WATER COMMISSION

Date: _____

By: _____

James Zay, Chairman

(SEAL)

ATTEST: By: _____
Carolyn Johnson, Clerk

VILLAGE OF OAK BROOK

Date: _____

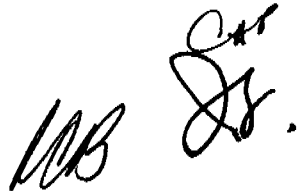
By: _____
Gopal G. Lalimalani, Village President

(SEAL)

ATTEST: By: _____
Charlotte K. Pruss, Village Clerk

DATE: October 11, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Authorizing the Execution of an Agreement between the DuPage Water Commission and Tank Industry Consultants Inc. for Professional Engineering Services Resolution No. R-36-12	APPROVAL	
Account Numbers: 01-60-7707.02 - \$44,750.00			
<p>Since construction in 1988, the Commission's standpipes have been evaluated approximately every ten (10) years with various forms of remedial action taken after each evaluation. The ongoing interval between evaluation, remediation and operation of cathodic protection systems employed at each standpipe greatly increase the life expectancy of these critical facilities. The last evaluation services and remediation work was completed in 2002.</p> <p>On September 5, 2012, The Commission solicited qualification based proposals from qualified engineering firms specializing in the evaluation and design of steel water storage facilities. This was achieved by direct invitation, advertisement in the Daily Herald, posting the notice on the Commission's website as well as at several plan houses. On September 19, 2012, the Commission received six (6) sealed statements of interest and qualifications. Commission staff reviewed the proposals and determined that Tank Industry Consultants, Inc. was qualified to perform the engineering services for the Project and was the most favorable firm taking into account its approach to the Project and previous experience among other things.</p> <p>Resolution No. R-36-12 would approve a professional services consulting agreement with Tank Industry Consultants Inc. for five (5) separate phases: Phase I; Evaluation and report findings with recommended corrective and preventative measures for consideration by the Commission, and Phase II: Design Services, and Phase III; Bidding Services, and Phase IV; Construction Services, and finally Phase V: First Anniversary Evaluation Services. The Project Agreement provides that no work shall be undertaken on any phase of services pursuant to the Project agreement unless the Commission authorizes the Engineers to proceed with such phase of services. R-36-12 would also authorize the Phase I Evaluation Services at an estimated cost of \$44,750.00.</p>			

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Authorizing the Execution of an Agreement between the DuPage Water Commission and Tank Industry Consultants Inc. for Professional Engineering Services Resolution No. R-36-12	APPROVAL	
<p>The FY12/13 Capital Project Budget included \$62,000.00 for Standpipe Painting Engineering with \$62,000.00 remaining in the account to date. Phase III Bidding Services, Phase IV Construction Services and Phase V First Anniversary Evaluation Services are anticipated in Fiscal Year 2013/2014 and subsequent years moving forward to coincide with the actual contracts to perform remedial work as may be suggested in the initial evaluation report authorized by this resolution.</p>			
MOTION: To adopt Resolution No. R-36-12.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-36-12

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION AND TANK INDUSTRY CONSULTANTS INC. FOR PROFESSIONAL ENGINEERING SERVICES

WHEREAS, the Commission desires to have an evaluation made of the condition of all five steel standpipes, including the paint coating system, and, based upon that evaluation, to have corrective and preventative maintenance performed on the standpipes (the "Project"); and

WHEREAS, the Commission solicited proposals from qualified engineering firms with specializing in the evaluation and design of steel water storage facilities; and

WHEREAS, the Commission received sealed statements of interest and qualifications from qualified engineering firms specializing and having experience in the evaluation and design of steel water storage facilities on September 19, 2012; and

WHEREAS, based upon staff's review of the proposals received, ranked the proposals received and determined that Tank Industry Consultants, Inc. was qualified to perform the engineering services for the Project and was the most favorable firm taking into account its approach to the Project and previous experience among other things; and

WHEREAS, the Commission negotiated an agreement with Tank Industry Consultants, Inc. taking into account the estimated value, scope, complexity and professional nature of the services to be provided;

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.

Resolution R-36-12

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute an agreement with Tank Industry Consultants, Inc. 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. Upon execution by the General Manager, the agreement between the DuPage Water Commission and Tank Industry Consultants, Inc., and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2012.

Chairman

ATTEST:

Clerk

Board\Resolution\R-36-12.doc

EXHIBIT 1

TIC
TANK
INDUSTRY
CONSULTANTS

7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 - Phone
317 / 271-3300 - FAX

Bolingbrook, Illinois
630 / 226-0745

Pittsburgh, Pennsylvania
412 / 262-1586

El Paso, Texas
915 / 790-0790

Houston, Texas
281 / 367-3511

October 8, 2012

Mr. Chris Bostick
Facilities Construction Supervisor/
Safety Coordinator
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

RE: Professional Services - Evaluation of the
7,500,000 Gallon #1 Standpipe - TIC Reference #H789.001
7,500,000 Gallon #2 Standpipe - TIC Reference #H789.002
7,500,000 Gallon #3 Standpipe - TIC Reference #H789.003
5,000,000 Gallon #4 East Standpipe - TIC Reference #H789.004
5,000,000 Gallon #4 West Standpipe - TIC Reference #H789.005

Dear Mr. Bostick:

Thank you for contacting Tank Industry Consultants and allowing me to present the following proposal for the evaluation of five of the DuPage Water Commission's water storage tanks.

TANK EVALUATION

TIC performs all types of tank evaluations to meet each tank owner's needs. There are currently three popular methods of evaluating tank interiors: a drained "dry" evaluation, an underwater evaluation performed by divers, and a robotic inspection. You have indicated that due to the length of time required to drain each tank, you would prefer the tank interiors be evaluated by divers or using an ROV.

Our diving evaluation includes a careful study of the tank's interior wet surfaces by our team of *Certified Commercial Divers*. Because the diver is also a member of TIC's staff, averaging over 20 years inspecting tanks, the tank is evaluated by a highly qualified technician who knows what to look for, not a diver that takes random photographs. Our team members have been providing dive evaluations for the US Navy for more than 10 years. Our divers are trained to the **stringent safety requirements and procedures of the Navy**. When performing an underwater evaluation, the diver utilizes a full dry suit and full-face diving mask to prevent contamination of the potable water. Prior to entering the tank, the diver and all equipment are thoroughly **disinfected in accordance with AWWA C652-11**.

During an **ROV inspection** of the tank interior, a robotic device, guided and monitored by one of TIC's specially trained field technicians, to video tapes the condition of the tank interior. Our ROV is operated and guided by one of our trained technicians who knows the problem areas that need to be closely examined and who can "interpret" the video during the ROV evaluation to more closely evaluate areas of concern that would be overlooked by someone

An Employee-Owned Company

who was not intimately familiar with water tank design and maintenance. Prior to entering the tank, the ROV and all equipment are thoroughly disinfected in accordance with AWWA C652-11.

Field Evaluation

During the field evaluation, TIC's technicians access the tank surfaces by rigging and rappelling down the interior and exterior to identify sanitary, safety, or structural deficiencies. While rappelling, the technicians look for tank irregularities to be analyzed by our engineering staff. Ultrasonic thickness measurements of the steel will be taken so that a structural engineer can analyze any deviations from the original thickness. The exposed portions of the foundations will be visually evaluated to locate cracks, spalling, erosion, or other types of deterioration.

Our evaluation is specially designed to uncover problems, and to look for methods to reduce rehabilitation costs. At a minimum, the following items are addressed:

- Measurements of the tank members and accessories are taken
- Measurements of metal loss are taken
- Coating adhesion measurements are taken
- Coating thickness measurements are taken
- Coatings on tank appurtenances are evaluated
- Ultrasonic steel thickness measurements are taken
- Sanitary deficiencies are identified
- Safety deficiencies are identified
- Structural deficiencies due to deterioration are identified
- Irregularities or unusual circumstances are identified
- Photographs are taken to further document the condition of the tank

Coating Evaluation

Coating samples will be taken during the field evaluation and tested to determine their lead, chromium, and cadmium content. Based on the findings of the coating evaluation, the environmental concerns that need to be addressed during the cleaning and painting of the tank will be determined, and plans made for containment, testing, and disposal requirements that need to be included in the project specifications.

Structural Review

As part of our evaluation, TIC will identify any observed structural deficiencies or damage that may have occurred since the tank was erected. These deficiencies include deviations of existing tank conditions from the tank's original construction. Any deficiencies found will be analyzed for their affect on the structural integrity of the tank.

Evaluation Report

An engineering report concerning the condition of the tank, certified by an Illinois Registered Professional Engineer on our full-time staff, will be issued for each tank. The report will include the following sections.

Observations: The observation section provides dimensions of the tank and accessories as well as a narrative describing the condition of the site and each part of the tank. Sanitary, safety, security, and structural deficiencies are described as well as the coating condition.

Recommendations: The recommendation section of the report includes those repairs and modifications required to bring the tank into compliance with present AWWA, OSHA, and sanitary standards and regulations. Coating recommendations are made, as well as the anticipated timing of the necessary coating repairs. When practical, alternative methods of repairs, modifications, and painting are provided, and advantages and disadvantages of each alternative are given. Comparative analyses of coatings and linings are continually performed by TIC as new products and technologies are developed for the coatings and lead-paint abatement industry.

Economic Factors: The economic factors section of the report provides budget estimates for all of the repairs, modifications, and painting options outlined in the recommendations section of the report. The replacement cost of the tank is also provided for cost comparison.

Photographs: Each report contains color photographs of the tank. The photographs are individually mounted with captions adjacent to each photo to explain what is shown in the photo. The photographs serve as additional documentation of the tank's condition.

Fees: The fee for this work would be as follows:

7,500,000 Gallon #1, #2, and #3 Standpipes

Exterior Evaluation, Diving Evaluation of the Tank Interior, and Report Preparation: \$9,160 each

Exterior Evaluation, ROV Evaluation of the Tank Interior, and Report Preparation: \$8,560 each

5,000,000 Gallon #4 East and West Standpipes:

Exterior Evaluation, Diving Evaluation of the Tank Interior, and Report Preparation: \$8,635 each

Exterior Evaluation, ROV Evaluation of the Tank Interior, and Report Preparation: \$8,035 each

Tank Industry Consultants takes great pride in offering the most cost-effective tank evaluation available. By taking more time during the initial evaluation, we believe that we save our clients significant amounts of money by having the necessary information to properly prepare engineered specifications thus reducing the number of change orders during rehabilitation. Money properly invested now will pay dividends throughout your tank rehabilitation project.

To proceed with this project, please sign the two copies of the enclosed Standard Agreement and forward one original to us. After receipt of the signed agreement, TIC will forward a certificate of insurance to you and contact you to schedule the fieldwork.

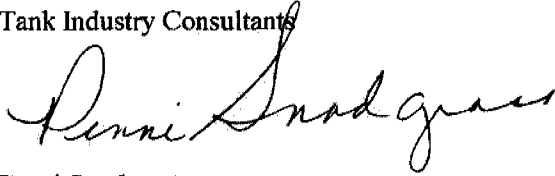
Mr. Chris Bostick
DuPage Water Commission

Page 4
October 8, 2012

We look forward to working with you on this project. If you have any questions or need any additional information, please contact us.

Sincerely,

Tank Industry Consultants

A handwritten signature in cursive script that reads "Penni Snodgrass". The signature is written in black ink and is positioned above the printed name and title.

Penni Snodgrass
Sales and Marketing Manager

Terms and Conditions

The Terms of this quotation are:

1. For a dive evaluation, DuPage Water Commission operating the water works system with the tank off-line without any assistance from Tank Industry Consultants while the diver is in the tank.
2. DuPage Water Commission turning off, tagging, and locking out the power to any cathodic protection system which may be installed on the tank and returning the cathodic protection system back to its working order at the conclusion of the fieldwork on the tank.
3. DuPage Water Commission providing a ladder (or other means) to access the exterior tank ladder, if the bottom of the tank ladder is more than 12 feet above the ground.
4. Performing the work when the temperature is above 35° F, the wind velocity is 15 miles per hour or less, and there is no precipitation.
5. Performing the fieldwork prior to October 31, 2013. The fieldwork will be scheduled when written authorization to perform this work has been received.
6. DuPage Water Commission furnishing a ground man during the work.
7. DuPage Water Commission supplying TIC with all required sleeves and attachments for any existing safe-climbing devices on the tank ladders in order for these devices to be tested for proper operation.
8. Representatives of the DuPage Water Commission may not accompany TIC's personnel during the evaluation of the tank surfaces above ground level. TIC's rigging and safety equipment is intended for and is to be used by only TIC personnel.
9. DuPage Water Commission taking samples and performing all required testing prior to placing the tank in service.
10. Using the enclosed agreement and this proposal as the contract form to perform this work. Specifically included as part of this fee is the limitation of liability listed in this agreement.
11. DuPage Water Commission will be invoiced when the engineering report is issued. Payment shall then be made within 30 days.
12. If any of these terms are not met by DuPage Water Commission, charges for any additional time, mileage, per diem, interest (1-1/2% monthly), taxes, insurance or mobilizations incurred by TIC due to such failure may be added to the fee.

Standard Form of Agreement between Owner and Engineer for Professional Services

This Agreement, made this _____ day of _____, 2012 by and between Tank Industry Consultants, Headquartered at 7740 West New York Street, Indianapolis, Indiana 46214, hereafter referred to as the ENGINEER and DuPage Water Commission, located at 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, hereafter referred to as the OWNER.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1 - SERVICES OF ENGINEER

- 1.1. The ENGINEER agrees to provide professional services for the Project in accordance with the ENGINEER's proposal to the OWNER dated October 8, 2012.
- 1.2. If ENGINEER is requested to perform observation of the contractor's workmanship, then the duties of ENGINEER shall be:
 - a. Conduct on-site observation of the Work in progress to assist the OWNER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to OWNER whenever ENGINEER believes that any Work is unsatisfactory or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any observation, test or approval required to be made; and advise OWNER of Work that ENGINEER believes should be corrected or rejected or should be uncovered for observation, or requires special testing, observation or approval.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these visits and report to the OWNER.
 - d. Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by OWNER.
 - e. Conduct final evaluation in the company of Contractor and prepare a list of items to be completed or corrected.
 - f. Observe that all items on the list have been completed or corrected and make recommendation to OWNER concerning acceptance.
- 1.3. If ENGINEER is requested to perform observation of the contractor's workmanship, then the limitations of authority of the ENGINEER shall include:
 - a. ENGINEER shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless directed by the OWNER.
 - b. ENGINEER shall not exceed the limitations of the OWNER's authority as set forth in this Agreement and the Contract Documents.
 - c. ENGINEER shall not undertake any of the responsibilities of the contractor, sub-contractors or contractor's superintendent.
 - d. ENGINEER shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - e. ENGINEER shall not advise, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - f. ENGINEER shall not advise on, issue directions regarding or assume control over contractor's compliance with environmental regulations.

SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so not to delay the services of ENGINEER:

- 2.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 2.2. Provide all criteria and full information as to ENGINEER's services hereunder as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER currently has, if any.
- 2.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

- 2.4. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor affecting the Project.
- 2.5. Perform the duties required under the Terms section (if any) of the Proposal.
- 2.6. The information and services to be provided by OWNER under the Section will be without cost to ENGINEER.

SECTION 3 - PAYMENTS TO ENGINEER

OWNER shall pay ENGINEER for Services rendered in the amounts outlined in the Proposal to the OWNER dated October 8. The OWNER shall issue payment to ENGINEER within thirty (30) calendar days of receipt of properly submitted invoice.

SECTION 4 - TERMS AND CONDITIONS

- 4.1. **Professional Responsibility** -ENGINEER represents that the services shall be performed, within the limits presented by OWNER, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed. No other representations to OWNER, expressed or implied and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, or otherwise.
- 4.2. **Termination** - The obligation to perform under the terms of this Agreement may be terminated by ENGINEER upon thirty (30) days' written notice to OWNER in the event of substantial failure of OWNER to perform in accordance with the terms hereof. This Agreement may be terminated by OWNER with or without cause upon thirty (30) days' written notice to ENGINEER. OWNER shall compensate ENGINEER for all work performed up to and including the termination date.
- 4.3. **Re-Use of Documents** - All documents furnished by the ENGINEER pursuant to this agreement are instruments of services in respect to the Project and the ENGINEER shall retain ownership of said documents whether or not the Project is completed. The OWNER may make and retain any additional copies for information and reference in connection with the use of the Project by the OWNER and others for the Project; however, such documents are not intended or represented to be suitable for re-use by the OWNER or others on extensions of the Project or on any other project. Any re-use without the express written consent of the ENGINEER will be at re-user's sole risk and without liability or legal exposure to the ENGINEER, and the OWNER shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, expenses, and costs, including attorneys' fees arising out of or resulting from the re-use of said documents without the ENGINEER's consent. The granting of such consent will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.
- 4.4. **Insurance** - ENGINEER shall procure and maintain workers' compensation, automobile, general liability and professional liability insurance. Upon receipt of this executed Agreement, ENGINEER shall provide OWNER with certificates of insurance for OWNER's review and use.
- 4.5. **Indemnification** - The ENGINEER agrees to indemnify the OWNER, their officers, employees, and agents against, and will hold and save them harmless from claims, damages, losses or omissions due to the negligence of the ENGINEER in the performance of this Agreement, but only for that portion of such negligence of the ENGINEER compared to the total negligence of all persons, firms, or corporations which results in said damages to the OWNER. The ENGINEER shall not be liable for any consequential damages. The fees listed in the Proposal to the OWNER dated October 8 are based upon the total liability to the ENGINEER not exceeding \$50,000 or the contract amount, whichever is greater.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials, this AGREEMENT in duplicate on the respective dates indicated below.

ENGINEER: Tank Industry Consultants

OWNER: DuPage Water Commission



By: Gregory R. Stein, P.E., Managing Principal

By: _____

Dated: October 8, 2012

Printed: _____

Dated: _____

EXHIBIT 1

**RIDER NO. 1
TO
STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This Rider No. 1 is attached to and made a part of that certain Standard Form of Agreement between Owner and Engineer for Professional Services made this _____ day of _____, 2012 by and between Tank Industry Consultants, Headquartered at 7740 West New York Street, Indianapolis, Indiana 46214, hereafter referred to as the ENGINEER and DuPage Water Commission, located at 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, hereafter referred to as the OWNER.

R-1.1 Section 1.1 of the Agreement shall be and it hereby is revised to read as follows:

- 1.1. The ENGINEER agrees to provide professional services for the Project described in OWNER's Request for Proposals for Engineering Services for the Evaluation of Standpipes issued September 5, 2012 (the "RFP") in accordance with the RFP, ENGINEER's proposal to OWNER dated September 18, 2012 (the "Qualification Proposal"), ENGINEER's cost proposal to OWNER dated October 8, 2012 with respect to the Phase I services only (the "Phase I Cost Proposal"), this Agreement, Rider No. 1 attached hereto and any other Rider that may be subsequently agreed to by the parties hereto.

In the event a conflict between any Rider to this Agreement and the Qualification Proposal, the Phase I Cost Proposal or this Agreement, Rider No. 1 and any other Rider that may be subsequently agreed to by the parties hereto shall control. Subject to the foregoing, the RFP, the Qualification Proposal, the Phase I Cost Proposal, this Agreement, Rider No. 1 and any other Rider that may be subsequently agreed to by the parties hereto shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them.

The services for the Project have been divided into the following phases of service: Phase I Pre-Bid Tank Evaluation services; Phase II Design services; Phase III Bidding services; Phase IV Construction services; and Phase V First Anniversary Evaluation services. No work shall be undertaken on any phase of services pursuant to this Agreement unless OWNER authorizes ENGINEER to proceed with such phase of services in writing.

With respect to the Phase I Tank Evaluation services, the Evaluation Report shall include a cost life analysis and comparative analysis of paints, coatings, and linings. With respect to each tank to be evaluated, OWNER shall notify ENGINEER, in advance and in writing, whether a wet field evaluation, a dry field evaluation or both will be required. For dry field evaluations ordered in writing by OWNER, the Phase I Tank Evaluation services may, at OWNER's written direction, include the following: Tank Disinfection and/or Tank Washout.

With respect to the Phase II Design services and the Phase III Bidding services, OWNER's form of Bidding and Contract Documents shall be utilized. With respect to the Phase IV Construction services, the ENGINEER shall provide construction inspection services to assure, as the corrective and preventative maintenance work progresses, that the work to be performed by the contractor is being performed in compliance with, and as required by or pursuant to, the technical specifications. With respect to the Phase V First Anniversary Evaluation services, the ENGINEER shall determine whether the work performed by the contractor is free from defects and flaws in materials and workmanship or other failures to meet the contractor's warranty and, if the work fails to meet warranty, the ENGINEER shall prepare a report identifying the corrections required to be made by the contractor in order to meet warranty.

R-1.2a Clause 1.2a of the Agreement shall be and it hereby is revised to read as follows:

- a. Conduct construction inspection services to assure, as the corrective and preventative maintenance work progresses, that the work to be performed by the contractor is being performed in compliance with, and as required by or pursuant to, the technical specifications.

R-1.2g Section 1.2 of the Agreement shall be and it hereby is further revised to add a new clause g, which clause g shall read as follows:

- g. Perform a one-year warranty inspection to determine whether the work performed by the contractor is free from defects and flaws in materials and workmanship or other failures to meet the contractor's warranty and, if the work fails

EXHIBIT 1

to meet warranty, prepare a report identifying the corrections required to be made by the contractor in order to meet warranty.

R-1.3d Clause 1.3d of the Agreement shall be and it hereby is revised to read as follows:

d. The ENGINEER shall not issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

R-1.3f Clause 1.3f of the Agreement shall be and it hereby is revised to read as follows:

f. The ENGINEER shall not issue directions regarding or assume control over contractor's compliance with environmental regulations.

R-2.1 Section 2.1 of the Agreement shall be and is hereby is revised to add the following to the end of the last sentence of said Section 2.1:

except those matters that may require Board approval of OWNER.

R-3 Section 3 of the Agreement shall be and it hereby is revised to read as follows:

OWNER shall pay ENGINEER for the Phase I Pre-Bid Tank Evaluation services provided pursuant to and in accordance with this Agreement the applicable lump sum amount(s) set forth in the Phase I Cost Proposal. OWNER shall pay ENGINEER for the Phase II Design services, the Phase III Bidding services, the Phase IV Construction services and the Phase V First Anniversary Evaluation services provided pursuant to and in accordance with this Agreement the amount or amounts agreed to between the parties hereto and set forth in a Rider to this Agreement for such services. The ENGINEER's invoices or, in the event of disputed or contested invoices, the undisputed portions thereof, shall be paid by OWNER on or about the 20th day of the month following the month in which the invoice is tendered. If any undisputed payment due ENGINEER from OWNER is unpaid after the date it is due bears interest, in no event shall such interest exceed the highest rate permitted by law to be paid by OWNER.

R-4.1 Section 4.1 of the Agreement shall be and it hereby is revised to read as follows:

4.1. **Professional Responsibility** - ENGINEER represents that the services shall be performed in a manner consistent with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the services and in full compliance with, and as required by or pursuant to, this Agreement. Except as provided in the Qualification Proposal, the Cost Proposal or in any Rider that may be subsequently agreed to by the parties hereto, no other representations to OWNER, expressed or implied and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, or otherwise.

R-4.2 Section 4.4 of the Agreement shall be and it hereby is revised to add the following to the end of the last sentence of said Section 4.2:

minus, in the event the termination is due to the fault of the ENGINEER, any damages suffered by OWNER. In no event, however, shall the total amount paid prior to and at the time of termination for any phase of the ENGINEER's work exceed the maximum amount payable for that phase of the ENGINEER's work.

R-4.3 The first two sentences of Section 4.3 of the Agreement shall be replaced with the following sentence:

All documents furnished by the ENGINEER pursuant to this Agreement shall be and remain the property of OWNER whether or not the Project is completed; however, such documents are not intended to be suitable for re-use by the OWNER or others on extensions of the Project or on any other project.

EXHIBIT 1

R-4.4 Section 4.4 of the Agreement shall be and is hereby revised to read as follows:

4.4. **Insurance** - ENGINEER shall procure and maintain workers' compensation, automobile, general liability and professional liability insurance, with limits no less than the minimum limits of liability set forth in the RFP. Upon receipt of this executed Agreement, ENGINEER shall provide OWNER with such certificates and policies of insurance. OWNER shall require all contractors working on this project to name ENGINEER as an additional insured on the comprehensive general liability and owner's/contractor protective liability insurance policies to be provided by such contractors pursuant to the Contract Documents.

R-4.5 Section 4.5 of the Agreement shall be and it hereby is revised to delete the last sentence of said Section 4.5 without substitution therefore.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials, this RIDER NO. 1 in duplicate on the respective dates indicated below.

ENGINEER: Tank Industry Consultants

OWNER: DuPage Water Commission



By: Gregory R. Stein, P.E., Managing Principal

By:

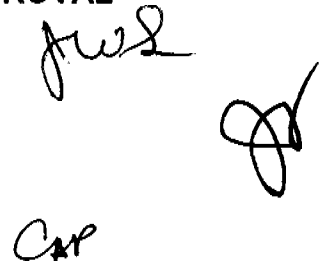
Dated: October 8, 2012

Printed: _____

Dated: _____

DATE: October 10, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-5/10 at the October 18, 2012, DuPage Water Commission Meeting Resolution No. R-37-12	APPROVAL 	
Account Number: 01-60-6633			
<p>The Commission entered into certain agreements dated December 6, 2010, with Meade Electric Company, Inc. and with McWilliams Electric Co. Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-37-12 would approve the following Work Authorization Orders under the Quick Response Electrical Contracts:</p> <p>Work Authorization Order No. 009: This work authorization is to McWilliams Electric Co. Inc. to install new ground rods and connect into the electrical meter sockets at two meter stations. Installing new ground rods and connecting them into the electrical meter socket are necessary to provide a properly grounded system and eliminate any possible hazards.</p> <p>The total cost for this work is not known but is estimated to not exceed \$6,500.00.</p>			
MOTION: To adopt Resolution No. R-37-12.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-37-12

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-5/10
AT THE OCTOBER 18, 2012, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 6, 2010, with Meade Electric Company, Inc. and with McWilliams Electric Co. Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-5/10"); and

WHEREAS, Contract QRE-5/10 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

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

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

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

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

Resolution No. R-37-12

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2012

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-5/10: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-5.009

LOCATION:

Meter Station 4B, Kuhn Rd north of North Ave near Barbara O’Rahilly Volunteer Park,
Carol Stream - ComEd Account # 8439108002

Meter Station 23B, Park Lane and Salt Creek Greenway Trail, Wood Dale – ComEd
Account # 6098745009

CONTRACTOR:

McWilliams Electric Co., Inc.

DESCRIPTION OF WORK:

Install new ground rods and connect into meter socket for station ground system.

REASON FOR WORK:

Installing new ground rods and connecting them into the electrical meter socket are necessary to provide a properly grounded system and eliminate any possible hazards.

MINIMUM RESPONSE TIME:

Needs to be completed by October 31, 2012

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

Quantity 2 - 3/4" x 10' Copper Ground Rods (new)

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

As-built drawings of these types of meter stations showing ground rod placement.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: _____



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager
FROM: Cheryl Peterson, Financial Administrator
DATE: October 9, 2012
SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the October 18, 2012 Commission meeting:

September 12, 2012 to October 9, 2012 A/P Report	\$6,169,620.14
Accrued and estimated payments required before November 2012 Commission meeting	<u>770,220.00</u>
Total	<u>\$6,939,840.14</u>

cc: Chairman and Commissioners

DUPAGE WATER COMMISSION
 ITEMS TO BE PAID BY 11-14-12

Board Meeting Date: October 18, 2012

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
40,000.00	Blue Cross Blue Shield - Health Insurance			
4,000.00	Principal - Dental Insurance			
8,000.00	Illinois Public Risk Fund - Workers Comp.			
220.00	Envision Health Care - Administration Fees			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
210.00	Comcast - Internet Service			
2,000.00	AT & T - Telephone Charges			
2,000.00	Nextel - Cell Phone Charges			
1,800.00	Fed - Ex - Postage/Delivery			
5,000.00	Business Card Charges			
1,000.00	Home Depot - Maintenance Supplies			
500.00	Waste Management - Disposal Services			
400.00	West			
1,000.00	Mels - Maintenance Supplies			
1,000.00	Menards - Maintenance Supplies			
1,500.00	Konica Minolta - Copy and Lease Charges			
1,000.00	Grainger - Supplies for Operations			
6,000.00	Baker Tilly			
2,000.00	Advoco - Infor Tutoring			
250.00	Anderson Pest Solutions - Pest Control			
200.00	Aramark - Coffee Supplies			
150.00	Bridge Point - Website Hosting			
300.00	City of Elmhurst - Wireless Radio			
140.00	Five Star Safety Equipment - Meter Station Supplies			
1,600.00	Ground Pros - August Landscaping			
3,000.00	Highway Technologies - Lane Closure Setup			
1,500.00	Hill/Ahern Fire Protection - Inspection			
6,000.00	IT Savvy - Ipads			
1,000.00	Nugent Consulting - Property Insurance			
500.00	Program One - Window Cleaning			
700.00	Schneider Electric - Security Syst. Maintenance			
150.00	Sooper Lube - Oil Changes			
300.00	Specialty Mat - Carpet Cleaning			
3,000.00	AECOM - Joint Connection Facility			
31,000.00	AECOM - Steeple Run System			
800.00	DuPage County (Ethics Training)			
125,000.00	William Bros (Retainage Payable)			
				<u>770,220.00</u>

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1786 ABC COMMERCIAL MAINTENANCE

INV	2012-20		8/31/12	8/31/12		N		JANITORIAL SVC: AUGUST 2012		2,280.00	
OPER			9/25/12					PO: 14488		2,280.00	
						01	-60-6290	JANITORIAL SVC: AUGUST 2012			2,280.00

***** TOTALS: GROSS: 2,280.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,280.00 *****

01-1856 AIRY'S INC

INV	201210023706		9/30/12	9/30/12		N		PAYMENT #2 STEEPLE RUN		60,372.93	
OPER			9/30/12					PO: 14550		60,372.93	
						01	-60-7111.01	PAYMENT #2 STEEPLE RUN			33,566.75
						01	-2612.06	PAYMENT #2 STEEPLE RUN			33,693.25
						01	-5920	PAYMENT #2 STEEPLE RUN			33,566.75CR
						01	-2612.05	PAYMENT #2 STEEPLE RUN			33,566.75
						01	-2520	PAYMENT #2 STEEPLE RUN			6,726.00CR
						01	-2530	PAYMENT #2 STEEPLE RUN			112.98CR
						01	-60-7111.01	PAYMENT #2 STEEPLE RUN			48.09CR

***** TOTALS: GROSS: 60,372.93 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 60,372.93 *****

01-1291 ALEXANDER CHEMICAL CORPORA

INV	0480667-IN		9/10/12	10/10/12		N		SODIUM HYPOCHLORITE		3,386.37	
OPER			9/25/12					PO: 14462		3,386.37	
						01	-60-6613	SODIUM HYPOCHLORITE			3,386.37

***** TOTALS: GROSS: 3,386.37 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,386.37 *****

01-1318 ANTHONY ROOFING, LTD.

INV	S108272		9/28/12	10/28/12		N		REPAIR MULTIPLE LEAKS		2,976.18	
OPER			9/30/12					PO: 14486		2,976.18	
						01	-60-6560	REPAIR MULTIPLE LEAKS			2,976.18

***** TOTALS: GROSS: 2,976.18 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,976.18 *****

01-1525 THE BANK OF NEW YORK MELLO

INV	252-1652091		9/05/12	9/05/12		N		ADMIN FEE: 9/1/12 TO 8/31/13		5,000.00	
OPER			9/30/12					PO: 14506		5,000.00	
						01	-60-6233	ADMIN FEE: 9/1/12 TO 8/31/13			5,000.00

***** TOTALS: GROSS: 5,000.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,000.00 *****

01-1199 CHAPMAN AND CUTLER LLP

INV	1537358		9/10/12	9/10/12		Y		ATTORNEY FEES		7,500.00	
-----	---------	--	---------	---------	--	---	--	---------------	--	----------	--

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			

01-1199	CHAPMAN AND CUTLER LLP		** CONTINUED **										
	OPER		10/09/12					PO: 14561		7,500.00			
								01 -60-6253	ATTORNEY FEES		7,500.00		
=====													
TOTALS:	GROSS:		7,500.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	7,500.00	=====
01-1135	CITY OF CHICAGO SUPERINTEN												
	INV	201210023704	9/30/12	9/30/12			N	WATER BILLING: SEPT 2012		5,990,764.00			
	OPER		9/30/12					PO: 14549		5,990,764.00			
								01 -60-6611.01	WATER BILLING: SEPT 2012		6,344,475.00		
								01 -1398	WATER BILLING: SEPT 2012		353,711.00CR		
=====													
TOTALS:	GROSS:		5,990,764.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	5,990,764.00	=====
01-1179	CHICAGO TRIBUNE												
	INV	0339088	9/30/12	10/15/12			N	CLASSIFIED LISTINGS		1,430.00			
	OPER		9/30/12					PO: 14483		1,430.00			
								01 -60-6258	CLASSIFIED LISTINGS		1,430.00		
=====													
TOTALS:	GROSS:		1,430.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,430.00	=====
01-1091	CINTAS FIRST AID & SAFETY												
	INV	5000142881	9/24/12	9/24/12			N	FIRST AID SUPPLIES		211.74			
	OPER		9/30/12					PO:		211.74			
								01 -60-6627	FIRST AID SUPPLIES		211.74		
=====													
TOTALS:	GROSS:		211.74	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	211.74	=====
01-1377	CLC LUBRICANTS CO.												
	INV	50862	9/28/12	10/28/12			N	CLC MOTOR OIL FOR PUMPS		1,522.40			
	OPER		9/30/12					PO: 14485		1,522.40			
								01 -60-6621	CLC MOTOR OIL FOR PUMPS		1,522.40		
=====													
TOTALS:	GROSS:		1,522.40	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,522.40	=====
01-1444	EASTLAND INDUSTRIES, INC.												
	INV	48279	9/14/12	10/14/12			N	INSPECTION FEE FOR 1/4HP MOTOR		60.00			
	OPER		9/30/12					PO: 14512		60.00			
								01 -60-6633	INSPECTION FEE FOR 1/4HP MOTOR		60.00		
=====													
TOTALS:	GROSS:		60.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	60.00	=====
01-1569	EDWARD COUGHLIN												
	INV	201210093712	10/03/12	10/03/12			Y	SECURITY: 9/20/12		150.00			

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/ 1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-			
	BANK		POST DT	DISC DT	CHECK#				BALANCE				
01-1569	EDWARD COUGHLIN		** CONTINUED **										
	OPER		10/09/12				PO: 14580		150.00				
						01	-60-6591	SECURITY: 9/20/12		150.00			
===== TOTALS:			GROSS:	150.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	150.00	=====
01-1654	ELECSYS CORPORATION												
	INV	108637	9/21/12	9/21/12		Y	DEFAULT CP GRP MSGS: SEPT 2012		90.00				
	OPER		9/30/12				PO: 14530		90.00				
						01	-60-6514.02	DEFAULT CP GRP MSGS: SEPT 2012		90.00			
===== TOTALS:			GROSS:	90.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	90.00	=====
01-1446	EN ENGINEERING, LLC												
	INV	0035146	9/11/12	10/11/12		N	ANNUAL TEST POINT READS		5,628.21				
	OPER		9/25/12				PO: 14495		5,628.21				
						01	-60-6632	ANNUAL TEST POINT READS		5,628.21			
	INV	0035147	9/11/12	10/11/12		N	CIS		11,826.98				
	OPER		9/25/12				PO: 14496		11,826.98				
						01	-60-6632	CIS		11,826.98			
===== TOTALS:			GROSS:	17,455.19	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	17,455.19	=====
01-1792	ENCAP, INC												
	INV	23645	8/31/12	8/31/12		Y	LANDSCAPE CONS SVCS: PMT #13		1,003.34				
	OPER		9/25/12				PO: 14479		1,003.34				
						01	-60-6290	LANDSCAPE CONS SVCS: PMT #13		1,003.34			
	INV	23784	9/30/12	9/30/12		Y	LANDSCAPE CONS SVC: PMT #14		1,818.34				
	OPER		10/09/12				PO: 14563		1,818.34				
						01	-60-6290	LANDSCAPE CONS SVC: PMT #14		1,818.34			
===== TOTALS:			GROSS:	2,821.68	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,821.68	=====
01-1096	ESRI												
	INV	92551082	9/25/12	10/25/12		N	ARCIMS/ARCSDE-YLY SOFT MAINT		9,600.00				
	OPER		9/30/12				PO: 14498		9,600.00				
						01	-60-6590	ARCIMS/ARCSDE-YLY SOFT MAINT		9,600.00			
===== TOTALS:			GROSS:	9,600.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	9,600.00	=====
01-1892	GORSKI & GOOD, LLP												
	INV	201210093711	9/30/12	9/30/12		N	ATTORNEY FEES SEPTEMBER 2012		8,500.00				

O P E N I T E M R E P O R T

D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1892 GORSKI & GOOD, LLP ** CONTINUED **

	OPER		10/09/12					PO: 14567		8,500.00	
						01	-60-6251	ATTORNEY FEES SEPTEMBER 2012			8,500.00

===== TOTALS: GROSS: 8,500.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 8,500.00 =====

01-1055 GRAINGER

INV	9934450504		9/24/12	10/24/12		N		MAINTENANCE SUPPLIES		104.23	
	OPER		9/30/12					PO: 14461		104.23	
						01	-60-6560	MAINTENANCE SUPPLIES			104.23
INV	9935219056		9/25/12	10/25/12		N		MAINTENANCE SUPPLIES		299.16	
	OPER		9/30/12					PO: 14497		299.16	
						01	-60-6560	MAINTENANCE SUPPLIES			299.16
INV	9936909069		9/26/12	10/26/12		N		MAINTENANCE SUPPLIES		137.16	
	OPER		9/30/12					PO: 14513		137.16	
						01	-60-6560	MAINTENANCE SUPPLIES			137.16
INV	9938327815		9/27/12	10/27/12		N		METER STATION SUPPLIES		212.53	
	OPER		9/30/12					PO: 14503		212.53	
						01	-60-6633	METER STATION SUPPLIES			212.53

===== TOTALS: GROSS: 753.08 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 753.08 =====

01-1809 GROUND PROS INC

INV	65724		8/31/12	8/31/12		N		LANDSCAPE MAINT AUGUST 2012		1,485.00	
	OPER		9/25/12					PO: 14492		1,485.00	
						01	-60-6290	LANDSCAPE MAINT AUGUST 2012			1,485.00
INV	65914		9/30/12	9/30/12		N		LANDSCAPE MAINT SEPT 2012		440.00	
	OPER		10/09/12					PO: 14564		440.00	
						01	-60-6290	LANDSCAPE MAINT SEPT 2012			440.00
INV	65915		9/30/12	9/30/12		N		LANDSCAPE MAINT SEPT 2012		520.00	
	OPER		10/09/12					PO: 14562		520.00	
						01	-60-6290	LANDSCAPE MAINT SEPT 2012			520.00

===== TOTALS: GROSS: 2,445.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,445.00 =====

01-1068 HACH COMPANY

INV	7950031		9/19/12	10/19/12		N		WATER TESTING SUPPLIES		1,625.55	
	OPER		9/25/12					PO: 14478		1,625.55	
						01	-60-6614	WATER TESTING SUPPLIES			1,625.55

===== TOTALS: GROSS: 1,625.55 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,625.55 =====

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE ---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	----- DESCRIPTION -----	GROSS/	-DISTRIBUTION-
	BANK	POST DT	DISC DT	CHECK#			BALANCE	

01-1603 HILL MECHANICAL SERVICES

INV	189178	9/12/12	9/12/12			N HVAC MAINTENANCE AND REPAIRS	324.28	
	OPER	9/30/12				PO: 14508	324.28	
						01 -60-6560 HVAC MAINTENANCE AND REPAIRS		324.28
INV	190011	9/26/12	9/26/12			N HVAC MAINTENANCE AND REPAIRS	1,208.70	
	OPER	9/30/12				PO: 14556	1,208.70	
						01 -60-6560 HVAC MAINTENANCE AND REPAIRS		1,208.70

===== TOTALS: GROSS: 1,532.98 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,532.98 =====

01-1101 HOLLAND & KNIGHT LLP

INV	2806492	7/23/12	7/23/12			Y LEGAL SERVICES: JULY 2012	9,539.22	
	OPER	9/27/12				PO: 14526	9,539.22	
						01 -60-6251 LEGAL SERVICES: JULY 2012		9,539.22
INV	2827132	9/21/12	9/21/12			Y LEGAL SERVICES: SEPTEMBER 2012	4,578.11	
	OPER	10/09/12				PO: 14566	4,578.11	
						01 -60-6251 LEGAL SERVICES: SEPTEMBER 2012		4,578.11

===== TOTALS: GROSS: 14,117.33 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 14,117.33 =====

01-1530 IRTN SOLUTIONS, INC.

INV	INV003888	10/01/12	10/31/12			N IRTNNET ANNUAL FEE-10/12-9/13	13,365.00	
	OPER	10/09/12				PO: 14544	13,365.00	
						01 -60-6634 IRTNNET ANNUAL FEE-10/12-9/13		13,365.00

===== TOTALS: GROSS: 13,365.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 13,365.00 =====

01-1196 KARA COMPANY, INC.

INV	285715	9/24/12	10/24/12			N VERIZON DATA LINE GPS	60.70	
	OPER	9/30/12				PO: 14559	60.70	
						01 -60-6514.02 VERIZON DATA LINE GPS		60.70

===== TOTALS: GROSS: 60.70 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 60.70 =====

01-1893 MATERIAL SOLUTIONS LABORAT

INV	DUPAGE-2	9/26/12	9/26/12			N STEEPLE RUN METERING STA/PAS	2,878.50	
	OPER	9/30/12				PO: 14534	2,878.50	
						01 -2612.06 STEEPLE RUN METERING STA/PAS		1,439.25
						01 -60-7111.01 STEEPLE RUN METERING STA/PAS		1,439.25
						01 -2612.05 STEEPLE RUN METERING STA/PAS		1,439.25
						01 -5920 STEEPLE RUN METERING STA/PAS		1,439.25CR

O P E N I T E M R E P O R T

D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			

01-1893		MATERIAL SOLUTIONS LABORAT**	CONTINUED **										
								01 -1780	STEEPLE RUN METERING STA/PAS		1,439.25		
								01 -60-7980	STEEPLE RUN METERING STA/PAS		1,439.25CR		
===== TOTALS:			GROSS:	2,878.50	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,878.50	=====
01-1775		MCWILLIAMS ELECTRIC COMPAN											
	INV	71256	9/20/12	9/20/12			N	REPAIR ELECTRIC SERVICE			9,398.58		
	OPER		9/30/12					PO: 14528			9,398.58		
							01	-60-6633	REPAIR ELECTRIC SERVICE		9,398.58		
===== TOTALS:			GROSS:	9,398.58	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	9,398.58	=====
01-1750		MY MECHANIC AUTOMOTIVE REP											
	INV	201209253681	9/17/12	9/17/12			N	VEHICLE REPAIR: M99818			775.44		
	OPER		9/25/12					PO: 14475			775.44		
							01	-60-6641	VEHICLE REPAIR: M99818		775.44		
===== TOTALS:			GROSS:	775.44	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	775.44	=====
01-1110		NEWARK											
	INV	22784388	10/03/12	11/02/12			N	METER STATION SUPPLIES			111.37		
	OPER		10/09/12					PO: 14552			111.37		
							01	-60-6623	METER STATION SUPPLIES		40.08		
							01	-60-6624	METER STATION SUPPLIES		64.74		
							01	-60-6624	METER STATION SUPPLIES		6.55		
===== TOTALS:			GROSS:	111.37	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	111.37	=====
01-1395		OFFICE DEPOT											
	INV	626987826001	10/01/12	10/31/12			N	OFFICE SUPPLIES			520.29		
	OPER		10/09/12					PO: 14546			520.29		
							01	-60-6521	OFFICE SUPPLIES		520.29		
	INV	627368699001	10/03/12	11/02/12			N	OFFICE SUPPLIES			14.14		
	OPER		10/09/12					PO: 14546			14.14		
							01	-60-6521	OFFICE SUPPLIES		14.14		
===== TOTALS:			GROSS:	534.43	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	534.43	=====
01-1178		PADDOCK PUBLICATIONS, INC.											
	INV	T4316614	9/29/12	9/29/12			N	LEGAL BID NOTICE-9/24 TO 9/25			213.90		
	OPER		9/30/12					PO: 14484			213.90		
							01	-60-6258	LEGAL BID NOTICE-9/24 TO 9/25		213.90		
===== TOTALS:			GROSS:	213.90	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	213.90	=====

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE ---ID---	ITEM DT/	DUE DT/	PAY DT/ 1099	-----	DESCRIPTION -----	GROSS/	-DISTRIBUTION-
	BANK	POST DT	DISC DT	CHECK#			BALANCE	

01-1321 PERSPECTIVES, LTD.

INV	74251	10/01/12	10/01/12	N	EMPLOYEE ASSIST: 4TH QUARTER	273.00	
	OPER	10/02/12			PO: 14541	273.00	
				01	-60-6191 EMPLOYEE ASSIST: 4TH QUARTER		273.00

===== TOTALS: GROSS: 273.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 273.00 =====

01-1114 PITNEY BOWES

INV	5795233-SP12	9/13/12	9/13/12	N	POSTAGE METER RENTAL	513.00	
	OPER	9/25/12			PO: 14491	513.00	
				01	-60-6550 POSTAGE METER RENTAL		513.00

===== TOTALS: GROSS: 513.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 513.00 =====

01-1730 RAILROAD MANAGEMENT COMPAN

INV	289681	9/26/12	9/26/12	N	RENT FOR PIPELINE	132.87	
	OPER	9/30/12			PO: 14558	132.87	
				01	-60-6820 RENT FOR PIPELINE		132.87

===== TOTALS: GROSS: 132.87 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 132.87 =====

01-1059 RED WING SHOE STORE

INV	450000005416	9/30/12	10/30/12	N	SAFETY SHOES: GRIFFIN	148.74	
	OPER	9/30/12			PO: 14473	148.74	
				01	-60-6626 SAFETY SHOES: GRIFFIN		148.74

===== TOTALS: GROSS: 148.74 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 148.74 =====

01-1903 ROWELL CHEMICAL CORPORATIO

INV	1212540	10/02/12	10/02/12	N	SODIUM HYPOCHLORITE	2,323.66	
	OPER	10/09/12			PO: 14576	2,323.66	
				01	-60-6613 SODIUM HYPOCHLORITE		2,323.66

===== TOTALS: GROSS: 2,323.66 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,323.66 =====

01-1302 SIR SPEEDY

INV	58138	10/05/12	10/20/12	N	BUSINESS CARDS	113.00	
	OPER	10/09/12			PO: 14568	113.00	
				01	-60-6531 BUSINESS CARDS		113.00

===== TOTALS: GROSS: 113.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 113.00 =====

01-1263 SKARSHAUG TESTING LABORATO

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1263		SKARSHAUG TESTING LABORATO**	CONTINUED **								
	INV	171519	9/20/12	10/20/12		N		SEMI-ANNUAL ELEC GLOVE TESTING		22.60	
	OPER		9/30/12					PO: 14298		22.60	
						01	-60-6560	SEMI-ANNUAL ELEC GLOVE TESTING			22.60
===== TOTALS: GROSS: 22.60 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 22.60 =====											
01-1773		STAPLES ADVANTAGE									
	INV	3183376609	10/02/12	10/02/12		N		OFFICE SUPPLIES		271.75	
	OPER		10/09/12					PO: 14545		271.75	
						01	-60-6521	OFFICE SUPPLIES			271.75
	INV	3183376610	10/02/12	10/02/12		N		OFFICE SUPPLIES		4.49	
	OPER		10/09/12					PO: 14545		4.49	
						01	-60-6521	OFFICE SUPPLIES			4.49
===== TOTALS: GROSS: 276.24 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 276.24 =====											
01-1046		TREE TOWNS REPRO SERVICE									
	INV	0000181779	10/01/12	10/31/12		N		EMERGENCY RESPONSE MAPS		112.50	
	OPER		10/09/12					PO: 14555		112.50	
						01	-60-6531	EMERGENCY RESPONSE MAPS			112.50
	INV	0000181898	10/03/12	11/02/12		N		EMERGENCY RESPONSE MAPS		112.50	
	OPER		10/09/12					PO: 14555		112.50	
						01	-60-6531	EMERGENCY RESPONSE MAPS			112.50
	INV	0000181899	10/03/12	11/02/12		N		EMERGENCY RESPONSE MAPS		112.50	
	OPER		10/09/12					PO: 14555		112.50	
						01	-60-6531	EMERGENCY RESPONSE MAPS			112.50
===== TOTALS: GROSS: 337.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 337.50 =====											
01-1080		TYLER TECHNOLOGIES, INC									
	INV	025-50904	9/06/12	9/06/12		N		INCODE TRAINING		3,265.01	
	OPER		9/25/12					PO: 14489		3,265.01	
						01	-60-6132	INCODE TRAINING			3,265.01
===== TOTALS: GROSS: 3,265.01 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,265.01 =====											
01-1220		MICHAEL WEED									
	INV	201210023705	9/30/12	9/30/12		N		WEED - IPWSO CONFERENCE		282.17	
	OPER		9/30/12					PO: 14557		282.17	
						01	-60-6133.01	WEED - IPWSO CONFERENCE			282.17
===== TOTALS: GROSS: 282.17 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 282.17 =====											

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	6,169,620.14	0.00	6,169,620.14
** TOTALS **	6,169,620.14	0.00	6,169,620.14

O P E N I T E M R E P O R T

D E T A I L

** PRE-PAID INVOICES **

P R E P A I D T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	0.00	0.00	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

R E P O R T T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	6,169,620.14	0.00	6,169,620.14
VOIDED ITEMS	0.00	0.00	0.00
** TOTALS **	6,169,620.14	0.00	6,169,620.14

U N P A I D R E C A P

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	6,169,620.14
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
** UNPAID TOTALS **	6,169,620.14

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 1398	OTHER RECEIVABLES	353,711.00CR
01 1780	CONSTRUCTION IN PROGRESS	1,439.25
01 2520	RETAINAGE PAYABLE	6,726.00CR
01 2530	CONTRACT DEDUCTIONS	112.98CR
01 2612.05	CNST DEP-ST RUN METER STATION	35,006.00
01 2612.06	CNST DEP-ST RUN PRES ADJ STATI	35,132.50
01 5920	CONTRIBUTIONS	35,006.00CR
01 60-6132	TRAINING	3,265.01
01 60-6133.01	CONFERENCES	282.17
01 60-6191	OTHER PERSONNEL COSTS	273.00
01 60-6233	TRUST SERVICES & BANK CHARGE	5,000.00
01 60-6251	LEGAL SERVICES- GENERAL	22,617.33
01 60-6253	LEGAL SERVICES- SPECIAL	7,500.00
01 60-6258	LEGAL NOTICES	1,643.90
01 60-6290	CONTRACTUAL SERVICES	7,546.68
01 60-6514.02	CELL PHONE & CORR. TELEMETRY	150.70
01 60-6521	OFFICE SUPPLIES	810.67
01 60-6531	PRINTING- GENERAL	450.50

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 60-6550	REPAIRS & MAINT- OFFICE EQUI	513.00
01 60-6560	REPAIRS & MAINT- BLDGS & GRN	5,072.31
01 60-6590	COMPUTER/SOFTWARE MAINTENANCE	9,600.00
01 60-6591	OTHER ADMINISTRATIVE EXPENSE	150.00
01 60-6611.01	WATER BILLING	6,344,475.00
01 60-6613	WATER CHEMICALS	5,710.03
01 60-6614	WATER TESTING	1,625.55
01 60-6621	PUMPING SERVICES	1,522.40
01 60-6623	METER TESTING & REPAIRS	40.08
01 60-6624	SCADA / INSTRUMENTATION	71.29
01 60-6626	UNIFORMS	148.74
01 60-6627	SAFETY	211.74
01 60-6632	COR TESTING & MITIGATION	17,455.19
01 60-6633	REMOTE FACILITIES MAINTENANCE	9,671.11
01 60-6634	PLAN REVIEW- PIPELINE CONFLI	13,365.00
01 60-6641	REPAIRS & MAINT- VEHICLES	775.44
01 60-6820	PERMITS & FEES	132.87
01 60-7111.01	DPC SR MS-CONSTR (MS19/9C)	34,957.91
01 60-7980	CAPITALIZED FIXED ASSETS	1,439.25CR
	** FUND TOTAL **	6,169,620.14

** TOTAL **	6,169,620.14
-------------	--------------

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

DEPARTMENT TOTALS

DEPARTMENT	DEPARTMENT NAME	AMOUNT
01	NON-DEPARTMENTAL	288,972.23CR
01 59	INVALID DEPARTMENT	35,006.00CR
01 60	ADMINISTRATION	6,493,598.37
	** FUND TOTAL **	6,169,620.14

	** TOTAL **	6,169,620.14

0 ERRORS
0 WARNINGS

SELECTION CRITERIA

VENDOR SET: 01-DUPAGE WATER COMMISSION
 VENDOR: THRU ZZZZZZ
 VENDOR CLASS: ALL
 BANK CODES: Include: OPER , IL
 1099 BOX: All
 COMMENT CODES: All
 HOLD STATUS: Both
 AP BALANCE AS OF: 0/00/0000
 ADVANCED SELECTION: YES

ITEM SELECTION: UNPAID ITEMS
 FUNDS: All
 ACCOUNT RANGE: THRU ZZZZZZZZZZZZZZZZ
 ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00


PRINT OPTIONS:

SEQUENCE: VENDOR SORT KEY
 REPORT TYPE: DETAIL
 SORT TRANSACTIONS BY DATE: NO
 G/L ACCOUNTS/PROJECTS: YES
 ONE VENDOR PER PAGE: NO
 ONE DEPARTMENT PER PAGE: NO
 PRINT STUB COMMENTS: NO
 PRINT COMMENT CODES: None
 PRINT W/ PO ONLY: NO

DATE SELECTION:

PAYMENT DATE: 0/00/0000 THRU 99/99/9999
 ITEM DATE: 0/00/0000 THRU 99/99/9999
 POSTING DATE: 9/12/2012 THRU 10/09/2012

REQUEST FOR BOARD ACTION

AGENDA SECTION New Business	ORIGINATING DEPARTMENT General Manager
ITEM Resolution No. R-38-12 A Resolution Ratifying and Confirming the Authorization and Execution of Certain Settlement Documents Related to a Potential Claim Against UBS	APPROVAL 
<p>Resolution No. R-38-12:</p> <p>This Resolution would ratify and confirm the acceptance of the settlement amount of \$83,148.84 in consideration of its potential claims against UBS as offered in the Notice from the States Attorneys General for 25 states. The Resolution would also direct the General Manager and General Counsel to execute and release the related documents required so that the Commission would receive this settlement amount.</p>	
MOTION: To approve Resolution No. R-38-12: A Resolution Ratifying and Confirming the Authorization and Execution of Certain Settlement Documents Related to a Potential Claim Against UBS	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-38-12

A RESOLUTION RATIFYING AND CONFIRMING THE AUTHORIZATION AND
EXECUTION OF CERTAIN SETTLEMENT DOCUMENTS RELATED TO A
POTENTIAL CLAIM AGAINST UBS

WHEREAS, the DuPage Water Commission (the "Commission") issued \$93,970,000 of its General Obligation Water Refunding Bonds, Series 2001 (the "Bonds"), on or about December 1, 2001, for the purpose of refunding the Commission's General Obligation Water Refunding Bonds, Series 1992 and for the purpose of paying costs associated with that issuance; and

WHEREAS, the Commission's General Obligation Water Refunding Bonds, Series 1992, were refunded on or about March 1, 2002; and

WHEREAS, from approximately December 4, 2001 until March 1, 2002, the proceeds from the sale of the Bonds together with other Commission funds were deposited in an "open market escrow" pursuant to bids on the rate of return to be paid to the Commission in consideration of the investment of its escrowed funds; and

WHEREAS, UBS was the successful bidder on the guaranteed investment contract covering the Commission's funds deposited in the escrow; and

WHEREAS, the State Attorneys General for 25 States have alleged the UBS and others engaged in one or more schemes to fix prices which, in the case of the Commission's escrowed Bond proceeds, resulted in unlawfully suppressing the rate of return on the Commission's escrowed funds; and

WHEREAS, the Commission has received a notice (the "Notice") that the State Attorneys General for 25 States have negotiated a settlement of these claims with UBS in the total amount of \$63.3 million (the "Settlement Pool"); and

WHEREAS, the Notice informed the Commission that its share of the Settlement Pool is \$83,148.84 (the "Settlement Amount"); and

WHEREAS, the Notice further advised the Commission that in order to receive the Settlement Amount from the Settlement Pool, the Commission would be required to execute and submit to the settlement administrator a release and related documents on or before October 15, 2012; and

WHEREAS, the Commission's General Manager conferred with numerous of the Commission's Commissioners and concluded that the Settlement Amount was acceptable and in the best interests of the Commission and, based on that conclusion, authorized the Commission's General Counsel to execute the release and related documents and submit them to the settlement administrator as required by the Notice; and

WHEREAS, the Commission wishes to ratify and confirm the acceptance of the Settlement Amount and the related actions of the General Manager and the General Counsel;

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 part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The Commission hereby ratifies and confirms its acceptance of the Settlement Amount in consideration of its potential claim against UBS as offered in the Notice from the State Attorneys General for 25 States and further ratifies and confirms the actions of the General Manager and the General Counsel in executing the required release and related documents as therein required.

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

AYES:

NAYES:

ABSENT:

ADOPTED this ____ day of October, 2012.

Chairman

ATTEST:


Clerk



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz 
General Manager

DATE: October 11, 2012

SUBJECT: September Services Invoice

I reviewed the Gorski & Good, LLP September 2012 invoice for services rendered during the period August 29, 2012 – September 28, 2012, and recommend it for approval. This invoice should be placed on the October 18, 2012, Commission meeting accounts payable.

September 2012
Gorski & Good


CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$8,500.00	42.50	\$200.00	Gorski (36.7 @ \$200/hr.); Jones (5.3 @ \$200/hr.);	various (review of board packet material,
Misc.	\$0.00			Good (.5 @ 200/hr.)	various agreements, contracts, ethics
	<u>\$8,500.00</u>	<u>42.50</u>	<u>\$200.00</u>		ordinance, by-laws, IGA)



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz 
General Manager

DATE: October 11, 2012

SUBJECT: September Services Invoice

I reviewed the Chapman and Cutler September 10, 2012 invoice for services rendered, and recommend it for approval. This invoice should be placed on the October 18, 2012, Commission meeting accounts payable.

September 2012
Chapman and Cutler


CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
Labor Relations/Personnel	\$7,500.00	0.00	Flat Fee	T. McGree	Legal opinion in connection with the 2010 Certificate of Debt
	<u>\$7,500.00</u>	<u>0.00</u>	<u>Flat Fee</u>		



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz 
General Manager

DATE: October 11, 2012

SUBJECT: September Services Invoice

I reviewed the Holland & Knight September 2012 invoice for services rendered during the period August 2, 2012 – August 29, 2012, and recommend it for approval. This invoice should be placed on the October 18, 2012, Commission meeting accounts payable.

August 2012
Holland & Knight

CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$4,474.00	18.30	\$244.48	Adams (5.60 @ \$300/hr.; S. Weiss	review bid documents, board material
Travel	\$104.11			(12.70 @ 220/hr.)	
	<u>\$4,578.11</u>	<u>18.30</u>	<u>\$244.48</u>		