DuPage Water Commission

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

CELEBRATING 15 YEARS OF WATER SERVICE

AGENDA

DuPAGE WATER COMMISSION
THURSDAY, MAY 10, 2007
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. Presentation of Safety Award

IV. Public Comments (limited to 5 minutes per person)

V. Approval of Minutes

- Regular Meeting of April 12, 2007

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

RECOMMENDED MOTION: To approve the Minutes of the April 12, 2007 Regular Meeting of the DuPage Water Commission (Voice Vote).

VI. Treasurer's Report – April 2007

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

RECOMMENDED MOTION: To accept the April 2007 Treasurer's Report (Voice Vote).

VII. Committee Reports

A. Administration Committee

1. Report of 5/10/07 Administration Committee

2. Actions on Items Listed on 5/10/07 Administration Committee

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

B. Engineering & Construction Committee

1. Report of 5/10/07 Engineering & Construction Committee

2. Actions on Items Listed on 5/10/07 Engineering & Construction Committee

C. Finance Committee

1. Report of 5/10/07 Finance Committee

2. Actions on Items Listed on 5/10/07 Finance Committee

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

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

A. Ordinance No. O-6-07: An Ordinance Approving and Authorizing the Execution of a Water Transmission and Delivery Agreement Among the City of Darien, the County of DuPage, and the DuPage Water Commission

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

B. Resolution No. R-31-07: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with EN Engineering, LLC at the May 10, 2007, DuPage Water Commission Meeting

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

C. Resolution No. R-32-07: A Resolution Approving and Ratifying Certain Contract Change Orders at the May 10 2007, DuPage Water Commission Meeting

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

D. Resolution No. R-33-07: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the May 10, 2007, DuPage Water Commission Meeting

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

E. Resolution No. R-34-07: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Electrical Contract QRE-3/07 at the May 10, 2007, DuPage Water Commission Meeting

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

F. Resolution No. R-35-07: A Resolution Approving and Authorizing the Execution of a Standard Form of Agreement between the DuPage Water Commission and Tank Industry Consultants, Inc. for Professional Project Representation Services

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

XI. Old Business

- Summary of Action Taken Since Previous Meeting

XII. New Business

A. Ratification of Purchase Order No. 10288

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

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

RECOMMENDED MOTION: To suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 10288 in the amount of $54,692.00 to Hyundai Ideal (Roll Call).

B. Approval of Purchase Order No. 10306

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

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

RECOMMENDED MOTION: To suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 10306 in the amount of $28,126.00 to Peters & Associates (Roll Call).

XIII. 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 $4,996.00 subject to submission of all contractually required documentation (Roll Call).

XIV. 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 matters related to personnel pursuant to 5 ILCS 120/2(c)(1), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), and to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11) (Roll Call).

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

XV. Adjournment

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

Board/Agenda/Commission/Rcm0705.doc

DRAFT

MINUTES OF A MEETING OF THE DuPAGE WATER COMMISSION HELD ON THURSDAY, APRIL 12, 2007 600 E. BUTTERFIELD ROAD ELMHURST, ILLINOIS

The meeting was called to order by Vice Chairman Mueller at 7:30 P.M.

Commissioners in attendance: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews (teleconference), W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and W. Mueller

Commissioners Absent: W. Maio, J. Vrdolyak, and L. Rathje

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

Due to the number of visitors attending the meeting, Vice Chairman Mueller advised the audience that all those intending to speak during the Budget Hearing and/or Public Comments would need to sign-in and be called to speak in the order in which they were listed on the sign-in sheet.

Commissioner Hartwig moved to open the Hearing Regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2007 and Ending April 30, 2008. Seconded by Commissioner Feltes and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Fred Kimble of Westmont read the attached letter from the Village of Westmont.

Joyce Stupegia, President of the Village of Villa Park, informed the Board that she was in favor of the Board's decision to give back to the customers through a reduction in water rates and customer rebate. Ms. Stupegia stated that the monies would be used for replacement of mains and for patching and restoration purposes. Ms. Stupegia further stated that by doing corrective and preventative maintenance it would in turn relieve potential health hazards.

Gayle Smolinski, Mayor of the Village of Roselle, agreed with Villa Park President Stupegia in that the rebated money would be used for restoration projects throughout the community. Ms. Smolinski further stated that the rebated money belongs to the paying customers, and that residents in the unincorporated area have benefited from the sales taxes they pay by virtue of the diversion of over 750,000 end users to a Lake Michigan water supply.

George Pradel, Mayor of the City of Naperville, thanked the members of the DuPage Water Commission for their time well served. Mr. Pradel further stated that the City of Naperville supports the decision of giving back to the customers through a customer rebate and a reduction in water rates and commented that by working together as a group effort we could achieve the needs of all.

Martha Sobie of Glen Ellyn, and a representative of a member of DuPage United, urged the Board to reconsider its decision regarding a customer rebate and a reduction in water rates and stated that the money would be better spent paying down the Commission's debt.

Dave Werle of Warrenville, and a representative of a member to DuPage United, agreed that the Commission's large amount of money in its reserve fund would be better spent paying down the debt rather than rebating it to customers.

Don Derrow of Naperville, and a representative of a member of DuPage United, stated that the Commission is using the sales tax dollars to subsidize its municipal customers and that the Commission needs to operate as a self-sufficient, fiscally sound business and stop relying on sales taxes to balance its books. Mr. Derrow further stated that the reserve monies would be better spent by paying down the Commission's debt.

Mary Hason of Downers Grove, and a representative of a member of DuPage United, stated that the sales taxes are there to pay down the Commission's debt and if the Commission really wanted to benefit its customers, it would give up the sales tax that is being collected instead of giving a customer rebate and a reduction in water rates.

Richard Furstenau, Naperville City Councilman, thanked the Mayor of Naperville for his continued support and excellent speech. Mr. Furstenau stated that Naperville represents approximately 19% of the Commission's customers and that if Naperville had to switch over to use their well water, then the private wells in the area would dry up pretty fast. Mr. Furstenau further stated that the Board should move forward with its decision in giving the monies back to the paying customers.

James Johnson, Village Manager of the Village of Bensenville, supported the proposed budget to rebate monies back to customers through a reduction in water rates and customer rebate. Mr. Johnson assured all concerned that the money will be spent repairing and maintaining their aging water system.

There being no other comments, Commissioner Ferraro moved to close the Hearing Regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2007 and Ending April 30, 2008. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Murphy took his Oath of Office.

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

Commissioner Chaplin moved to approve the Minutes of the March 8, 2007 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report for the month of March 2007 which showed receipts of $8,370,548.00, disbursements of $15,321,772.00, and a cash and investment balance of $142,586,554.00.

Commissioner Chaplin moved to accept the March 2007 Treasurer's Report. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – No meeting

Engineering & Construction Committee – No meeting

Finance Committee – No meeting

CHAIRMAN'S REPORT

None

MAJORITY OMNIBUS VOTE AGENDA

Commissioner Chaplin requested that Ordinance No. O-3-07 and Resolution No. R-28-07 be removed from the Majority Omnibus Vote Agenda for separate consideration.

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

Majority Omnibus Vote

Ayes:	E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and W. Mueller
Nays:	None
Absent:	W. Maio, J. Vrdolyak, and L. Rathje

Item 1: Resolution No. R-25-07: A Resolution Supporting Legislation Treating the City of West Chicago as an "Excluded Unit" under the Water Commission Act of 1985—"Majority Omnibus Vote"

Item 2: Resolution No. R-27-07: A Resolution Awarding a Contract for Landscape Maintenance Services—"Majority Omnibus Vote"

Item 3: Resolution No. R-29-07: A Resolution Approving and Authorizing the Execution of An Amendment to the Pricing Schedule to the Master Electricity Supply Agreement with Constellation NewEnergy, Inc.—"Majority Omnibus Vote"

Item 4: Resolution No. R-30-07: A Resolution Releasing Certain Executive Session Meeting Minutes at the April 12, 2007, DuPage Water Commission Meeting—"Majority Omnibus Vote"

Commissioner Hartwig moved to adopt Ordinance No. O-3-07: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2007 and Ending April 30, 2008. Seconded by Commissioner Wilcox and approved by a Roll Call Vote:

Ayes: T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and W. Mueller

Nays: E. Chaplin

Absent: W. Maio, J. Vrdolyak, and L. Rathje

Commissioner Wilcox asked why Resolution No. R-28-07: A Resolution Establishing the Policy of DuPage Water Commission with Respect to Fund Balances and Declaring A Contract Customer Rebate, Effective as of May 1, 2007, for the Fiscal Year Ending April 30, 2008 wasn't listed under the Super/Special Majority Omnibus Vote Agenda. Staff Attorney Crowley advised that the special majority vote is only required in certain instances: Approving contracts related to the construction or repair of the Waterworks System in excess of $100,000; setting rates for Charter Customers; borrowing funds; exercising eminent domain powers; retaining managerial and professional personnel; amending the Chicago Water Supply Contract; and amending the By-Laws. In response to Commissioner Wilcox's further inquiry, Ms. Crowley added that approval of the proposed rebate resolution would not operate to change the water rate; the rate would be the same both before and after the adoption of the rebate resolution. Ms. Crowley further noted that the water rate would only be changed after the Board adopted, by the special majority vote, Ordinance Nos. O-4-07 and O-5-07.

Commissioner Wilcox moved to approve Resolution No. R-28-07: A Resolution Establishing the Policy of DuPage Water Commission with Respect to Fund Balances and Declaring A Contract Customer Rebate, Effective as of May 1, 2007, for the Fiscal Year Ending April 30, 2008. Seconded by Commissioner Hartwig.

Commissioner Chaplin stated that the explanation regarding issuing rebate checks to customers versus offsetting credits against customer monthly invoices was still unclear and suggested that the matter be tabled until further explanation is provided. There was no second to Commissioner Chaplin's suggestion, and Staff Attorney Crowley explained that Bond Counsel was more comfortable with offsetting credits because the original Revenue Bond Ordinance specifically contemplated using excess funds to reduce charges to or payments due from customers.

Commissioner Wilcox moved to amend his motion to approve Resolution No. R-28-07 to add to the end of the motion "as amended to provide that the Rebate shall be paid by check instead of offsetting credits." Seconded by Commissioner Zeilenga and approved by a Roll Call Vote:

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

Nays: R. Ferraro, L. Hartwig, G. Mathews, A. Poole

Absent: W. Maio, J. Vrdolyak, and L. Rathje

Commissioner Murphy moved to call the question on the motion to approve Resolution No. R-28-07 as amended to provide that the Rebate shall be paid by check instead of offsetting credits. Seconded by Commissioner Hartwig and approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, L. Hartwig, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and W. Mueller

Nays: R. Ferraro and G. Mathews

Absent: W. Maio, J. Vrdolyak, and L. Rathje

After which, Commissioner Wilcox's motion to approve Resolution No. R-28-07 as amended to provide that the Rebate shall be paid by check was approved by a Roll Call Vote:

Ayes: E. Chaplin, R. Ferraro, T. Feltes, L. Hartwig, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and W. Mueller

Nays: G. Mathews

Absent: W. Maio, J. Vrdolyak, and L. Rathje

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

Commissioner Chaplin requested that Ordinance Nos. O-4-07 and O-5-07 be removed from the Super/Special Majority Omnibus Vote Agenda for separate consideration.

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

Super/Special Majority Omnibus Vote

Ayes: T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and W. Mueller

Nays: E. Chaplin

Absent: W. Maio, J. Vrdolyak, and L. Rathje

Item 1: Resolution No. R-23-07: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the April 12, 2007, DuPage Water Commission Meeting —"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-24-07: A Resolution Approving a First Amendment to Task Order No. 3 under a Master Contract with Cathodic Protection Management, Inc.—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-26-07: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with EN Engineering, LLC at the April 12, 2007, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Commissioner Wilcox moved to adopt Ordinance No. O-4-07: An Ordinance Establishing a Rate for Operation and Maintenance Costs. Seconded by Commissioner Ferraro and approved by a Roll Call Vote:

Ayes: T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and W. Mueller

Nays: E. Chaplin

Absent: W. Maio, J. Vrdolyak, and L. Rathje

Commissioner Wilcox moved to adopt Ordinance No. O-5-07: An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer. Seconded by Commissioner Feltes and approved by a Roll Call Vote:

Ayes: T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and W. Mueller

Nays: E. Chaplin

Absent: W. Maio, J. Vrdolyak, and L. Rathje

OLD BUSINESS

None

NEW BUSINESS

Commissioner Chaplin asked the Board to consider having Commissioner contact information posted on the Commission's website. Vice-Chairman Mueller referred the matter to the Administration Committee for a recommendation at the May meeting.

Commissioner Wilcox asked for the status of the connections with the County of DuPage. General Manager Martin advised that no work had been started but that a meeting is scheduled for Tuesday, April 17th, to discuss all issues involved. Commissioner Wilcox then requested that an update be provided at the May meeting.

ACCOUNTS PAYABLE

Commissioner Hartwig moved to approve the Accounts Payable in the amount of $32,457.52 subject to submission of all contractually required documentation. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and W. Mueller

Nays: None

Absent: W. Maio, J. Vrdolyak, and L. Rathje

EXECUTIVE SESSION

None

Commissioner Wilcox moved to adjourn the meeting at 8:15 P.M. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/Rcm0704.doc

Village of Westmont
The Progressive Village

Administration Department

westmont.il.gov

31 West Quincy Street • Westmont, Illinois 60559
Tel: 630-829-4420 Fax: 630-829-4426

OFFICE OF THE MAYOR

April 10, 2007

Mr. S. Louis Rathje
Chairman
DuPage Water Commission
600 E. Butterfield Rd.
Elmhurst, IL 60126

RE: Wholesale Water Rate Reduction and Rebate HAND DELIVERED

Dear Chairman Rathje:

As a charter member of the DuPage Water Commission, the Village of Westmont supports the Commission's recent decision to reduce the wholesale water rate charged to its member municipalities and to rebate a portion of the Commission's cash reserve balances based on its long term financial plan and reserve policy. The Westmont Village Board adopted Resolution 07-12 on February 2, 2007 supporting these actions.

The planned rebate, of whioh Westmont anticipates to receive $1.35 million, comes at a time of great need. The Village has an ongoing water main replacement program. Every year the Village replaces water main with a high failure rate and/or likely failure based upon main age. In addition, the Village has not been able to adequately keep up with fleet replacements since revenues dipped after September 1, 2001. This fact has caused delay in replacing vehicles in all Village departments. The Village has a need to replace more than $7,000,000 worth of aging fleet vehicles village-wide and we are developing a vehicle replacement program which we plan to implement during the 2007-08 fiscal year. The Village's Water Division, alone, has need to replace more the $900,000 of its fleet within the next two (2) years.

The Village of Westmont has not raised customer's water rates since November 1991. The Water Commission's action to reduce the wholesale water rate and give a municipal water rebate will forestall a need to raise water rates in the upcoming fiscal year budget. In addition, without the rebate, the Village will fall below its minimum 20% reserve policy. This will jeopardize our fleet replacement program as well as other planned ongoing water system improvements.

On behalf of the Village Board and Westmont residents, I commend the current decision of the DuPage Water Commission and encourage your continued stewardship of funds intended for the benefit of the Commission and its customers.

Sincerely,

William H. Rahn
Village President

C: DWC members
Village Trustees
Steve May, Public Works Director
Ronald R. Searl, Village Manager

DU PAGE WATER COMMISSION
TREASURE'S REPORT
STATEMENT OF REVENUES & EXPENDITURES
April 30, 2007

	CURRENT MONTH			YEAR TO DATE		
	FY 2007	FY 2006	INC - (DEC)	FY 2007	FY 2006	INC - (DEC)
REVENUE						
WATER SALES	$ 3,066,888	3,347,843	(280,955)	44,791,784	46,419,143	(1,627,359)
SALES TAX	2,603,512	2,830,388	(226,876)	36,572,406	31,634,202	4,938,204
INVESTMENT INCOME	345,718	213,178	132,540	5,292,083	3,958,163	1,333,920
OTHER INCOME	-	-	-	132	210	(78)
TOTAL REVENUE	6,016,118	6,391,409	(375,291)	86,656,405	82,011,718	4,644,687
EXPENDITURES						
PERSONAL SERVICES	265,231	321,511	(56,260)	3,169,314	2,867,806	301,508
PROFESSIONAL SERVICES	50,008	27,917	22,091	222,757	65,471	157,286
CONTRACTUAL SERVICES	2,806	2,606	200	351,240	417,770	(66,530)
INSURANCE	7,541	12,616	(5,075)	713,021	704,135	8,886
WATER SUPPLY COSTS	3,863,236	3,537,289	325,947	48,643,280	44,920,898	3,722,382
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	27,739,963	29,917,894	(2,177,931)
LAND AND RIGHT OF WAY	-	532	(532)	100	2,991	(2,891)
CAPITAL EQUIPMENT PURCHASES	128,075	18,089	109,986	2,146,456	1,858,883	287,573
TOTAL EXPENDITURES	4,316,897	3,920,560	396,337	82,986,131	80,755,848	2,230,283
TRANSFER TO OTHER GOVERNMENTS	-			15,000,000	15,000,000	
NET INCREASE / (DECREASE) IN FUNDS	1,699,221	2,470,849	(771,628)	(11,329,726)	(13,744,130)	2,414,404

FUNDS CONSIST OF:	April 30, 2007	April 30, 2006	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT MB FINANCIAL LOCK BOX	210,128	708,108	(497,980)
CASH AT HARRIS BANK	65,155	63,787	1,368
TOTAL CASH	283,609	780,221	(496,612)

	April 30, 2007	April 30, 2006	% CHANGE			
ILLINOIS FUNDS MONEY MARKET	44 13%	19 99%	107.3%	62,998,418	30,392,481	32,605,937
ILLINOIS FUNDS PRIME FUND	19 10%	17 03%	5 3%	27,256,291	25,885,619	1,370,672
GOVERNMENT MONEY MARKET FUNDS	9.05%	0 00%	449996 3%	12,913,262	2,869	12,910,393
U S TREASURY INVESTMENTS	9.14%	16 12%	-46 8%	13,042,711	24,504,568	(11,461,857)
U S. AGENCY INVESTMENTS	0 00%	29.43%	-100 0%	-	44,756,000	(44,756,000)
CERTIFICATES OF DEPOSIT	18 57%	17 43%	0 0%	26,500,000	26,500,000	-
TOTA_ INVESTMENTS	99 99%	100 00%		142,710,682	152,041,537	(9,330 855)
TOTAL FUNDS				142,994,291	152,821,758	(9,827,467)

NOTE 1 - NEGATIVE AMOUNT DUE TO MATURITY OF INVESTMENT PURCHASED AT ABOVE PAR PRICE

DATE: May 4, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	General Manager's Office
ITEM	An Ordinance Approving and Authorizing the Execution of a Water Transmission and Delivery Agreement Among the City of Darien, the County of DuPage, and the DuPage Water Commission Ordinance No. O-6-07	**APPROVAL**	

Account No.: N/A

Ordinance No. O-6-07 would approve a Water Transmission and Delivery Agreement among the City of Darien, the County of DuPage, and the Commission in accordance with Subsection 4B of the DuPage County Subsequent Customer 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."

MOTION: To approve Ordinance No. O-6-07.

DRAFT

DuPAGE WATER COMMISSION

ORDINANCE NO. O-6-07

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A WATER TRANSMISSION AND DELIVERY
AGREEMENT AMONG THE CITY OF DARIEN, THE COUNTY OF
DuPAGE, AND THE DuPAGE WATER COMMISSION

WHEREAS, by Resolution No. R-13-90, as clarified by Resolution No. R-29-95 (collectively, "Resolution No. R-13-90"), the DuPage Water Commission (the "Commission") established a policy governing the terms and conditions under which the Commission would accommodate requests from Subsequent Customers to be served with water from the Commission without a direct service connection between the Commission's waterworks system and the Subsequent Customer's unit system; and

WHEREAS, the County of DuPage ("DuPage County") has entered into a Water Purchase and Sale Contract, dated July 13, 2006 (the "DuPage County Customer Contract"), with the Commission for sale by the Commission of Lake Michigan water to DuPage County for the potable water distribution system owned and operated by DuPage County (the "DuPage County Unit System"); and

WHEREAS, the DuPage County Unit System currently serves six discrete and non-contiguous service areas; one such service area being known as the DuPage County Southeast Regional Water Facility (SERWF) Service Area; and

WHEREAS, the DuPage County Customer Contract provides in Subsection 4B that DuPage County may negotiate for the alternate delivery of Lake water to one or more or all of its service areas through a charter or subsequent customer of the Commission in lieu of a direct connection between the Commission's Waterworks System and the portion of the DuPage County Unit System serving such service area(s), if the Commission approves of such alternate delivery; and

WHEREAS, the City of Darien (the "City") is a Charter Customer of the Commission and owns and operates a water distribution system (the "City System") that is adjacent to, and capable of serving, the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area; and

WHEREAS, the Commission, the City, and DuPage County have each determined that it is in their respective best interests to enter into a Water Transmission and Delivery Agreement for the alternate delivery of Lake water to the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area through the City System in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Water Transmission and Delivery Agreement"); and

WHEREAS, the Water Transmission and Delivery Agreement fully complies with the policies established by the Commission in Resolution No. R-13-90;

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: A Water Transmission and Delivery Agreement between and among the DuPage Water Commission, the City of Darien, and the County of DuPage, in substantially the form attached hereto as Exhibit 1, shall be and it hereby is approved.

SECTION THREE: The Chairman and the Clerk of the Commission shall be and they hereby are authorized and directed to execute and attest, respectively, a Water

Transmission and Delivery Agreement with the City of Darien and the County of DuPage, in substantially the form attached hereto as Exhibit 1; provided, however, that the Water Transmission and Delivery Agreement shall not be so executed nor attested on behalf of the DuPage Water Commission unless and until (i) the Clerk shall have been presented with copies of the Water Transmission and Delivery Agreement executed by the City of Darien and the County of DuPage and (ii) the County of DuPage shall have received a water allocation for the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area.

SECTION FOUR: Upon execution and attestation by the Chairman and the Clerk, respectively, the Water Transmission and Delivery Agreement, 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 affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40 percent of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2007

_____
Chairman

ATTEST:

_____
Clerk

Board/Ordinances/O-6-07.doc

EXHIBIT 1

WATER TRANSMISSION AND DELIVERY AGREEMENT
AMONG THE CITY OF DARIEN, THE COUNTY OF
DuPAGE, AND THE DuPAGE WATER COMMISSION

This Water Transmission and Delivery Agreement (the "Agreement"), dated as of _____, 2007, by and among the CITY OF DARIEN, a municipal corporation of the State of Illinois existing by virtue of its creation consistent with the Illinois Municipal Code set forth in 65 ILCS 5/1-1-1 *et seq.* (the "City"), and the COUNTY OF DuPAGE, a body politic and corporate incorporated under the Illinois County Code as set forth in 55 ILCS Article 5 *et seq.* ("DuPage County"), and the DuPAGE WATER COMMISSION, DuPage, Cook, and Will Counties and State of Illinois, a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.* (the "Commission"),

WITNESSETH:

WHEREAS, DuPage County has entered into a Water Purchase and Sale Contract, dated July 13, 2006 (the "DuPage County Customer Contract"), with the Commission for sale by the Commission of Lake Michigan water to DuPage County for the potable water distribution system owned and operated by DuPage County (the "DuPage County Unit System"); and

WHEREAS, the DuPage County Unit System currently serves six discrete and non-contiguous service areas; one such service area being known as the DuPage County Southeast Regional Water Facility (SERWF) Service Area; and

WHEREAS, the DuPage County Customer Contract provides in Subsection 4B that DuPage County may negotiate for the alternate delivery of Lake water to one or more or all of its service areas through a charter or subsequent customer of the

Commission in lieu of a direct connection between the Commission's Waterworks System and the portion of the DuPage County Unit System serving such service area(s); and

WHEREAS, the City has entered into a Water Purchase and Sale Contract dated June 11, 1986 (the "Charter Customer Contract") with the Commission and is a charter customer of the Commission; and

WHEREAS, the City owns and operates a water distribution system (the "City System"), which system is supplied with Lake water by the Commission pursuant to the terms of the Charter Customer Contract; and

WHEREAS, the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area is adjacent to the City System and is capable of being served with the alternate delivery of Lake water through the City System; and

WHEREAS, DuPage County and the City desire to enter into a water transmission and delivery agreement for the alternate delivery of Lake water to the DuPage County Southeast Regional Water Facility (SERWF) Service Area in the form of this Agreement; and

WHEREAS, the Commission has reviewed and approved this Agreement in accordance with the requirements of Subsection 4B of the DuPage County Customer Contract;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, DuPage County, the City, and the Commission hereby agree as follows:

Section 1. Agreement to Deliver. The City agrees to transmit and deliver Lake water purchased by DuPage County from the Commission through the City System to the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area, subject to availability of such Lake water from the Commission. Notwithstanding any requirement of the DuPage County Customer Contract to the contrary, the Commission shall bear no responsibility for the contamination of such Lake water or deterioration of water quality occurring beyond the Commission's point of delivery to the City System. Subject to the terms and conditions of this Agreement, the City will deliver the full Lake water supply to the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area through an interconnection (the "Interconnection") consisting of the DuPage County Southeast Regional Water Facility (SERWF) Service Area Connection Facilities and the City System Improvements, all as more fully described below. Notwithstanding any requirement of the DuPage County Customer Contract to the contrary, title to all Lake water supplied by the Commission shall remain in the Commission to the point of delivery to the City System and thereupon shall pass to the City and DuPage County as their interests may appear.

Section 2. Construction of Interconnection.

A. Metering Station. Notwithstanding any requirement of the DuPage County Customer Contract to the contrary, the Commission shall not be required to connect the Commission's Waterworks System to the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area nor furnish, install, own, operate, maintain, or replace at the Interconnection a metering station or point of delivery or any other Commission Connection Facilities for the

DuPage County Southeast Regional Water Facility (SERWF) Service Area so long as this Agreement is in effect. For purposes of the DuPage County Customer Contract, the "Point of Delivery" to the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area shall be a point 10 feet downstream from the Commission's Metering Stations 7A and 7B at which point the Lake water delivered to DuPage County for the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area pursuant to the DuPage County Customer Contract leaves the Commission's Metering Stations 7A and 7B and enters the City System.

B. DuPage County Southeast Regional Water Facility (SERWF) Service Area Connection Facilities. DuPage County shall site, design, construct, operate, maintain, and when necessary replace the DuPage County Southeast Regional Water Facility (SERWF) Service Area Connection Facilities pursuant to Subsection 4A of the DuPage County Customer Contract, except that such facilities shall be as described in Exhibit A to this Agreement rather than as described in Exhibit B-1 to the DuPage County Customer Contract. The DuPage County Southeast Regional Water Facility (SERWF) Service Area Connection Facilities shall be designed and constructed in accordance with the timetable established in the DuPage County Customer Contract. Notwithstanding any requirement of the DuPage County Customer Contract to the contrary, DuPage County shall not be required to construct a pressure adjusting station so long as this Agreement remains in effect.

C. Extension and Improvement of City System. DuPage County shall design and construct, at its sole cost and expense, the extensions and improvements of the City System, described in Exhibit B to this Agreement, and required to connect the City

System to the DuPage County Southeast Regional Water Facility (SERWF) Service Area Connection Facilities and to permit delivery of Lake water to the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area through the City System ("City System Improvements"). All design and construction plans and specifications for such extensions and improvements shall require the written approvals of the Commission and the City before commencement of any construction and the City System Improvements shall be designed and constructed in accordance with the timetable established for the design and construction of the DuPage County Unit System Connection Facilities serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area in the DuPage County Customer Contract.

Section 3. Metering Station Access. The Commission shall provide access to the Commission's Metering Stations 7A and 7B to DuPage County and the City at reasonable times for purposes of examination and inspection, but the readings of each meter for billing purposes, calibration, and adjustment of the equipment therein shall be done only by the employees or agents of the Commission.

Section 4. Meter Readings. The Commission shall read the meters at the Commission's Metering Station 7A and 7B and shall provide the City and DuPage County with copies of the readings.

Section 5. Prices; Terms of Payment.

A. DuPage County's Payments to the Commission. Except for payments of Operation and Maintenance Costs and Fixed Costs attributable to Lake water delivered to the DuPage County Southeast Regional Water Facility (SERWF) Service Area through the Interconnection, DuPage County shall make all required payments to the

Commission in accordance with the terms of the DuPage County Customer Contract. To the extent that such payments depend upon the amount of Lake water delivered to the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area, DuPage County payments to the Commission pursuant to the DuPage County Customer Contract shall be based upon the actual flow billed by DuPage County to residents in the DuPage County Southeast Regional Water Facility (SERWF) Service Area, which data shall be provided monthly to the Commission by DuPage County and shall be conclusive and binding upon the parties to this Agreement in the absence of manifest error. All payments shall be made without set off or counterclaim, notwithstanding any related or unrelated disputes by, among, or between the parties to this Agreement.

B. City's Payments to the Commission. The City shall make all required payments to the Commission in accordance with the terms of the Charter Customer Contract and, in addition, shall make, on behalf of DuPage County, all required payments to the Commission for Operation and Maintenance Costs and Fixed Costs attributable to Lake water delivered to the DuPage County Southeast Regional Water Facility (SERWF) Service Area through the Interconnection in accordance with the terms of the DuPage County Customer Contract without set off or counterclaim, notwithstanding any related or unrelated disputes by, among, or between the parties to this Agreement, except that there shall be no Charter Customer Facilities Credit attributable to Lake water delivered to the DuPage County Southeast Regional Water Facility (SERWF) Service Area through the Interconnection. To the extent that such payments depend on the amount of Lake water delivered to the City System, the City's payments to the Commission pursuant to the Charter Customer Contract shall be based

upon the difference between the readings taken by the Commission of the meters installed or maintained pursuant to the Charter Customer Contract to serve the City System (the "City System Meters") and the actual flow billed by DuPage County to residents in the DuPage County Southeast Regional Water Facility (SERWF) Service Area for the same month. If, for any billing period, the actual flow billed by DuPage County to residents in the DuPage County Southeast Regional Water Facility (SERWF) Service Area exceeds the measurement of the amount of Lake water delivered through the City System Meters, then the difference between such readings shall be deemed to be zero. The Commission's determination of such difference shall be conclusive and binding upon the parties to this Agreement in the absence of manifest error.

Section 6. Water Storage Capacity. The City 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 City System. To the extent that such effective water storage capacity requirement depends upon the amount of Lake water delivered to the City System, such storage capacity requirement shall be based upon the difference between the readings taken by the Commission of the City System Meters and the actual flow billed by DuPage County to residents in the DuPage County Southeast Regional Water Facility (SERWF) Service Area for the same period during which such storage capacity requirement is being calculated. The Commission's calculation of such storage capacity requirement shall be conclusive and binding upon the parties to this Agreement in the absence of manifest error. DuPage County 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 DuPage County Customer Contract for the

DuPage County Unit System pursuant to Subsection 4C of the DuPage County Customer Contract. To the extent that such effective water storage capacity requirement depends upon the amount of Lake water delivered to the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area, such storage capacity requirement shall be based upon the actual flow billed by DuPage County to residents in the DuPage County Southeast Regional Water Facility (SERWF) Service Area for the same period during which such storage capacity requirement is being calculated. The Commission's calculation of such storage capacity requirement shall be conclusive and binding upon the parties to this Agreement in the absence of manifest error.

Section 7. Limitations on Supply of Water.

A. Curtailment. If at any time it becomes necessary for the Commission to limit generally its delivery of Lake water to its customers for any reason, then the City and DuPage County together shall take all reasonable and appropriate actions to provide that such Lake water as is delivered by the Commission is shared by the City and DuPage County on a pro rata basis in accordance with their respective contracts with the Commission.

B. Limitation on Supply to City. If at any time it becomes necessary for the Commission to limit its delivery of Lake water to the City System (but not to the DuPage County Unit System) for any reason pursuant to the Charter Customer Contract and specifically related to the City, then the City shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the City System, to limit the use of Lake water in the City System so that the Lake water to which the portion of the DuPage County Unit System serving the DuPage

County Southeast Regional Water Facility (SERWF) Service Area is entitled is delivered by the City to the DuPage County Southeast Regional Water Facility (SERWF) Service Area Connection Facilities.

C. Limitation on Supply to DuPage County. If at any time it becomes necessary for the Commission to limit its delivery of Lake water to the DuPage County Unit System (but not to the City System) for any reason pursuant to the DuPage County Customer Contract and specifically related to DuPage County, then DuPage County shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the DuPage County Unit System, and the City shall, and shall be entitled to, make all necessary and appropriate adjustments to the City System and the Commission may, and shall be entitled to, make all necessary and appropriate adjustments to the DuPage County Southeast Regional Water Facility (SERWF) Service Area Connection Facilities, to assure that the appropriate amount of Lake water to which the City System is entitled is delivered to the City System during such period of curtailment to DuPage County.

D. No Liability of Commission. DuPage County and the City each hereby acknowledge and agree that the Commission shall not be obligated to enforce the provisions of this Section 7 but may do so in its sole discretion and that the Commission shall not be liable either to DuPage County or to the City for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of Lake water to them or to either one of them.

E. Rate of Withdrawal. The rate of flow that the City may withdraw from the Commission for the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area shall be limited to 1.7

times the allocation rate for such service area. The rate of flow that the City may withdraw from the Commission for the City System shall be limited to 1.7 times the allocation rate for such system.

Section 8. Releases and Indemnification. DuPage County hereby releases and holds harmless the Commission, and its officers, agents and employees, from, and agrees that neither the Commission nor its officers, agents or employees, shall be liable for, any damages resulting from failure to supply Lake water or for any interruption of the Lake water supply to the fullest extent allowed by law. DuPage County hereby agrees to indemnify, save, and hold harmless the Commission, and its officers, agents and employees, from and against all claims, litigation, and liability, including legal defense costs and expenses and attorneys' fees, asserted against the Commission, or any of its officers, agents or employees, for any loss or damage to any real or personal property caused by, connected with, or in any way attributable to the installation, maintenance, or operation of the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area or the Interconnection to the fullest extent allowed by law. In connection with any such claims, litigation or liabilities, the Commission, and its officers, agents, employees, representatives, and assigns shall have the right to defense counsel of their choice. DuPage County shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements, and all other costs arising out of such claims, litigation, or liabilities. DuPage County shall have the right to participate in the defense of any such claim, or litigation and, upon request by the Commission, shall undertake the defense of the Commission, as well as the Commission's officers, agents, and employees.

The City hereby agrees to indemnify, save, and hold harmless the Commission, and its officers, agents and employees, from and against all claims, litigation, and liability, including legal defense costs and expenses and attorneys' fees, asserted against it or any of them for injury to or the death of any person or persons whomsoever or for any loss or damage to any real or personal property caused by, connected with, or in any way attributable to any exercise by the City of any right or duty herein granted or any failure by the City to exercise any such right or duty, or to comply with any of the terms or conditions hereof to the fullest extent allowed by law. The City shall have the right to participate in the defense of any such claim or litigation and, upon request by the Commission, shall undertake the defense of the Commission, as well as its officers, agents, and employees.

DuPage County hereby agrees to indemnify, save, and hold harmless the Commission, and its officers, agents and employees, from and against all claims, litigation, and liability, including legal defense costs and expenses and attorneys' fees, asserted against it or any of them for injury to or the death of any person or persons whomsoever or for any loss or damage to any real or personal property caused by, connected with, or in any way attributable to any exercise by DuPage County of any right or duty herein granted or any failure by DuPage County to exercise any such right or duty, or to comply with any of the terms or conditions hereof to the fullest extent allowed by law. DuPage County shall have the right to participate in the defense of any such claim or litigation and, upon request by the Commission, shall undertake the defense of the Commission, as well as the Commission's officers, agents, and employees.

Section 9. Interpretation: Compliance with Existing Contracts. This Agreement shall be deemed to be a separate written contract between the Commission and DuPage County required by Subsection 4B of the DuPage County Customer Contract for the Alternate Delivery of Lake water. 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 DuPage County 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 City shall at all times comply with all terms and conditions of this Agreement and the Charter Customer Contract, and DuPage County shall at all times comply with all terms and conditions of this Agreement and the DuPage County Customer Contract, including without limitation the making of all payments due thereunder or hereunder promptly to the Commission and the development of the DuPage County Southeast Regional Water Facility (SERWF) Service Area Connection Facilities in accordance with the timetable established therein. Under no circumstances shall any dispute of any nature under this Agreement or DuPage County's inability to receive water through the Interconnection provided by this Agreement, excuse, delay, or in any other way affect the City's or DuPage County's performances under such Contracts or this Agreement, including without limitation the making of all such payments.

Section 10. Term. Subject to the receipt of a water allocation for the portion of the DuPage County Unit System serving the DuPage County Southeast Regional Water Facility (SERWF) Service Area, the term of this Agreement shall be from the date first above written until the end of the term, or any renewal or extended term, of the DuPage

County Customer Contract or the end of the term, or any renewal or extended term, of the City's Charter Customer Contract, whichever is earlier.

Section 11. Governing Law. This Agreement shall be construed exclusively under the applicable laws of, but not the conflict of law rules of, the State of Illinois.

Section 12. Amendment. This Agreement shall not be modified, revised, amended, or annulled in any way except in writing approved by all parties hereto.

Section 13. Notices. All notices or communications provided for herein shall be in writing and shall be delivered in person or by certified United States mail, return receipt requested, postage prepaid, addressed as follows:

To the City:

City Administrator
City of Darien
1702 Plainfield Road
Darien, Illinois 60561

To DuPage County:

Superintendent
County of DuPage
Department of Public Works
421 North County Farm Road
Wheaton, Illinois 60187

To the Commission:

General Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126

until and unless other addresses are specified by notice given in accordance herewith.

IN WITNESS WHEREOF, the City, DuPage County, and the Commission have caused this Agreement to be properly signed and attested to by their respective officers, and their seals affixed hereto, all as of the day and date first hereinabove set forth.

CITY OF DARIEN

By: _____
Mayor

(Corporate Seal)

ATTEST:

_____
City Clerk

COUNTY OF DuPAGE

By: _____
Chairman

(Corporate Seal)

ATTEST:

_____
Clerk

DuPAGE WATER COMMISSION

By: _____
Chairman

(Corporate Seal)

ATTEST:

_____
Clerk

EXHIBIT A

DuPage County Southeast Regional Water Facility (SERWF)
Service Area Connection Facilities

[TO BE PROVIDED BY DuPAGE COUNTY]

EXHIBIT B

City System Improvements

[TO BE PROVIDED BY DuPAGE COUNTY]

DATE: May 4, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with EN Engineering, LLC at the May 10, 2007, DuPage Water Commission Meeting Resolution No. R-31-07	**APPROVAL**	

Account No.: 01-60-6632

The Commission entered into a master contract with EN Engineering, LLC dated December 12, 2006, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-31-07 would approve the following Task Orders to the Master Contract:

Task Order No. 6: Cathodic Protection Design for the South Transmission Main.

A 2006 corrosion survey report of the South Transmission Main has concluded that corrosion activity may be taking place along a majority of the South Transmission Main's approximate 15 miles of length. Probable sources of the corrosion are varied and among them may include, in whole, in part, or in combination, the influences of stray current, soil resistance, corrosive soils and the condition of the pipe. Task Order No. 6 would authorize the Consultant to review, analyze, and report findings of the Commission's existing South Transmission Main corrosion data, recommend corrosion mitigation measure(s), design and prepare contract plans and specifications, including cost estimates, and provide bidding services in connection with a project to mitigate corrosion activity on the South Transmission Main.

The not to exceed cost for this Task Order is $100,000.00.

Task Order No. 7: Mitigation of DC Stray Current on the 90" Transmission Main.

The presence of stray D.C. electric current has been identified along the 90" Transmission Main. Task Order No. 7 would authorize the Consultant to review, analyze, and report findings of the Commission's existing data concerning the influence of stray D.C. current on the 90" Transmission Main, recommend current mitigation measure(s), design and prepare contract plans and specifications, including cost estimates, and provide bidding services in connection with a project to mitigate the influence of stray D.C. current on the 90" Transmission Main.

The not to exceed cost for this Task Order is $96,000.00.

MOTION: To approve Resolution No. R-31-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-31-07

A RESOLUTION APPROVING AND RATIFYING CERTAIN TASK ORDERS UNDER A MASTER CONTRACT WITH EN ENGINEERING, LLC AT THE MAY 10, 2007, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with EN Engineering, LLC (the "Consultant") dated December 12, 2006, to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master

Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2007.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-31-07.doc

EXHIBIT 1

TASK ORDER NO. 6

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and EN Engineering, LLC ("Consultant") for Professional Engineering Services dated December 12, 2006 (the "Contract"), Owner and Consultant agree as follows:

1 **Project**:

Cathodic Protection for the South Transmission Main

2. **Services of Consultant**:

A. Basic Services:

1. Perform high level confirmatory testing - where necessary – in order to verify the assumptions and measurements contained in the Cathodic Protection Design Report of the South Transmission Main dated February 21, 2006 as issued by Cathodic Protection Management, Hoffman Estates, Illinois.

2. Analyze the cathodic protection systems that are listed in the Cathodic Protection Report and determine if the designs are a feasible solution to rectify the lack of cathodic protection on the South Transmission Main.

3. Determine if prior cathodic protection system designs will adequately protect the South Transmission Main.

4. Address any necessary changes to the prior cathodic protection designs, if needed.

5. Prepare, for review in person and approval by Owner, five copies of a preliminary report addressing any cathodic protection deficiencies or corrective action required based on this initial review.

After written authorization to proceed if corrective action is required:

6. Prepare preliminary design documents consisting of drawings, specifications, a written description of the proposed cathodic protection systems, and other documents appropriate for the Project including what may be the following:

a. Galvanic Anode Design Package

b. Impressed Current System Design Package

c. Recommendation Design Report on Shorted Electrical Isolation.

7. Furnish five copies of the Preliminary Design Documents, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

After written authorization to proceed:

8. On basis of accepted Preliminary Design Documents and the opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation into the construction contract documents. Such drawings and specifications shall show the general scope, extent, and character of the work to be furnished and performed by the construction contractor.

9. Assist Owner by providing all required criteria, descriptions, and design data and consulting with officials and Owner to obtain permits and to prepare other bidding and construction contract documents.

10. Furnish five copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding and construction contract documents, for review and approval by Owner, and review them in person with Owner.

After written authorization to proceed:

11. Assist Owner in advertising for and obtaining bids. Maintain a record of prospective bidders to whom bidding documents have been issue and attend pre-bid conferences.

12. Issue addenda as appropriate and approved by Owner.

13. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers, and other persons if such acceptability is required by the construction contract documents.

14. Consult with Owner as to acceptability of proposed substitute materials and equipment.

15. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids and in assembling and awarding the construction contract.

B. Additional Services:

None

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

None

4. **Commencement Date**:

May 11, 2007

5. **Completion Date**:

180 days following Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule**:

None

7. **Key Project Personnel**:

Names:	Telephone:
Dave Schramm	630.353.4039
Jenny Hudson	630.353.4034
Ron Turner	630.353.4037
Glen Morgan	630.353.4032
Kristi Roe	630.353.4024

8. **Contract Price**:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.5 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed $100,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments**:

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

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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

10. **Special Safety Requirements**:

None

11. **Modifications to Contract**:

None

12. **Attachments**:

None

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

The Effective Date of this Task Order is May 11, 2007.

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ed Kazmierczak

Title: Pipeline Supervisor

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: kazmierczak@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

EN ENGINEERING, LLC

By: _____
Joseph J. Posewick, P.E.
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David A. Schramm

Title: Vice President, Pipeline Integrity and Corrosion Services

Address: 7135 Janes Avenue, Woodridge, Illinois 60517

E-mail Address: dschramm@enengineering.com

Phone: (630) 353-4039

Fax: (630) 353-7777

TASK ORDER NO. 7

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and EN Engineering, LLC ("Consultant") for Professional Engineering Services dated December 12, 2006 (the "Contract"), Owner and Consultant agree as follows:

1. **Project**:

   Mitigation of DC Stray Current on the 90" Transmission Main

2. **Services of Consultant**:

   A. Basic Services:

      1. Perform high level confirmatory field testing – where necessary – in order to verify the assumptions and measurements contained in the Mitigation of DC Stray Current of the 90" Transmission Main report dated December 2005 as issued by Cathodic Protection Management, Inc., Hoffman Estates, Illinois.

      2. Determine if recommendations in the DC Stray Current Report provide a solution to the fluctuating pipe to soil reads along the 90" Transmission Main.

      3. Prepare, for review in person and approval by Owner, five copies of a preliminary report addressing the DC Stray Current findings and corrective action if required, based on this initial review.

      After written authorization to proceed if corrective action is required:

      4. Determine the general scope, extent, and character of the mitigation design and remedies to be utilized.

      5. Prepare preliminary design documents consisting of drawings, specifications, a written description of the corrosion mitigation system to be utilized if different than the original Owner design plans, and other documents appropriate for the Project including what may be the following:

         a. Test Station Repair Package

         b. Electrical Bonding of Isolated Flange(s) Package

         c. Coupon Installation Design Package

         d. Drainage Bond/Mitigation Equipment Package.

6. Furnish five copies of the Preliminary Design Documents, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

After written authorization to proceed:

7. On basis of accepted Preliminary Design Documents and the opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation into the construction contract documents. Such drawings and specifications shall show the general scope, extent, and character of the work to be furnished and performed by the construction contractor.

8. Assist Owner by providing all required criteria, descriptions, and design data and consulting with officials and Owner to obtain permits and to prepare other bidding and construction contract documents.

9. Furnish five copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding and construction contract documents, for review and approval by Owner, and review them in person with Owner.

After written authorization to proceed:

10. Assist Owner in advertising for and obtaining bids. Maintain a record of prospective bidders to whom bidding documents have been issue and attend pre-bid conferences.

11. Issue addenda as appropriate and approved by Owner.

12. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers, and other persons if such acceptability is required by the construction contract documents.

13. Consult with Owner as to acceptability of proposed substitute materials and equipment.

14. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids and in assembling and awarding the construction contract.

B. Additional Services:

None

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

None

4. **Commencement Date**:

May 11, 2007

5. **Completion Date**:

180 days following Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule**:

None

7. **Key Project Personnel**:

Names:	Telephone:
Dave Schramm	630.353.4039
Jenny Hudson	630.353.4034
Ron Turner	630.353.4037
Glen Morgan	630.353.4032
Kristi Roe	630.353.4024

8. **Contract Price**:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.5 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed $96,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments**:

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

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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

10. **Special Safety Requirements**:

None

11. **Modifications to Contract**:

None

12. **Attachments**:

None

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

The Effective Date of this Task Order is May 11, 2007.

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ed Kazmierczak

Title: Pipeline Supervisor

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: kazmierczak@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

EN ENGINEERING, LLC

By: _____
Joseph J. Posewick, P.E.
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David A. Schramm

Title: Vice President, Pipeline Integrity and Corrosion Services

Address: 7135 Janes Avenue, Woodridge, Illinois 60517

E-mail Address: dschramm@enengineering.com

Phone: (630) 353-4039

Fax: (630) 353-7777

DATE: May 4, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the May 10 2007, DuPage Water Commission Meeting Resolution No. R-32-07	**APPROVAL**	

Account Number: N/A Contract Time Extension

Resolution No. R-32-07 would approve the following Change Orders:

Change Order No. 16 to Contract TIB-1/03 (Inner Belt Transmission Main). This request for a Contract Time Extension is necessary due to the additional amount of time required to perform cathodic protection system testing, review and analyze the results of the tests, and perform additional work on the system in those areas determined to be lacking in protection. The cycle of testing, data interpretation, and corrective work was repeated until such time that the entire length of the pipeline had satisfied the Engineer's criteria for system acceptance.

Approval of this Change Order would authorize a Contract Time extension of 290 calendar days, extending the Contract Completion Date from July 1, 2006 to April 17, 2007.

MOTION: To approve Resolution No. R-32-07.

DuPAGE WATER COMMISSION

DRAFT

RESOLUTION NO. R-32-07

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
MAY 10, 2007, DuPAGE WATER COMMISSION MEETING

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2007.

_____
Chairman

ATTEST:

_____
Clerk

Board\Resolutions\R-32-07.doc

Exhibit 1

Resolution No. R-32-07

1. Change Order No. 16 to Contract TIB-1/03 (Inner Belt Transmission Main) 290 calendar day Contract Time Extension.

DATE: May 4, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the May 10, 2007, DuPage Water Commission Meeting Resolution No. R-33-07	**APPROVAL**	

Account Number: 01-60-6631

The Commission entered into certain agreements dated August 29, 2005, with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for providing yard storage for Commission property and/or quick response construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-33-07 would approve the following Work Authorization Orders under the Quick Response Contracts:

Work Authorization Order No. 008: This work authorization is for repair of the Commission's 30" steel water main located on Bloomingdale Road just north of Army Trail Road in the City of Glendale Heights. The main was damaged on April 19 during a directional bore being performed by a utility contractor working for NICOR. The main had been previously located in response to a JULIE locate request, and the locating marks were still visible at the time the main was hit. The cost of this work is not known but is estimated to be $35,000.00.

MOTION: To approve Resolution No. R-33-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-33-07

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-7/05 AT THE
MAY 10, 2007, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated August 29, 2005, with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for providing yard storage for Commission property and/or quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-7/05"); and

WHEREAS, Contract QR-7/05 is designed to allow the Commission to direct one or more or all of the quick response contractors to provide yard storage for Commission property and/or quick response construction work, including, without limitation, construction, alteration and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such yard storage of Commission property or quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined 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 _____, 2007.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-33-07.doc

Exhibit 1

CONTRACT QR-7/05
WORK AUTHORIZATION ORDER

CONTRACT QR-7.008 : QUICK RESPONSE CONTRACT

LOCATION:

BLOOMINGDALE ROAD NORTH OF ARMY TRAIL IN THE CITY OF GLENDALE HEIGHTS

CONTRACTOR:

ROSSI CONTRACTORS, INC.

DESCRIPTION OF WORK:

REPAIR 30" WATER MAIN

REASON FOR WORK:

MAIN WAS HIT BY CONTRACTOR WORKING FOR NICOR

MINIMUM RESPONSE TIME:

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

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [X] IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

DU PAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: 4/25/07

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized Representative

DATE: 4-23-07

Folder: N/A; Assigned To: Ken Niles

```
DWC0A  00009 JULIEx 04/19/07 08:07:57 X1090191-00X RUSH GRID DAMAGE

Dig No : X1090191   Priority: 0     Digstart: 04/19/07  Time: 08:06
Rcvd   : 04/19/07 08:05             Operator: DML       Rev : 00X
Org Dig: X1090191   Rcvd: 04/19/07  08:05               Oper: DML
County : DUPAGE                   Place   : BLOOMINGDALE CIT
Address:                          Street  : ARMY TRAIL RD
Cross  : BLOOMINGDALE RD                    Subdivision:
Locat  : IN THE CITY OF BLOOMINGDALE CIT
       :
       :
Type   : INSTALLING GAS MAIN ** HIT LINE
Extent : LOCATE THE FULL RD. R.O.W. FROM THE CENTERLINE OF ARMY TRAIL RD GOING
DoneFor:
       :
Firm   : ARBY CONSTR.                       Caller: DARLENE S
Address: 480 CLEARWATER DR.
City,St: N. AURORA, IL                      Zip   : 60542
Phone  : 630-897-5514                       Ext   :          Fax: 630-897-5433
Call Bk:
SiteCnt: SAME AS ABOVE
       :
Grids  : T40NR10E22S*
       :
Remarks: NORTH TO THE NEW PROPOSED R.O.W. FROM THE CENTERLINE OF BLOOMINGDALE
       : RD, GOING EAST 250FT AND WEST 250FT AND LOCATE THE FULL RD. R.O.W. BOTH
       : SIDES OF THE STREET ON BLOOMINGDALE RD FROM THE CENTERLINE OF ARMY
       : TRAIL RD, GOING NORTH 250FT.
       : DIRECTIONAL BORING=YES. DEPTH EXCEEDS 7 FEET=UNSURE.
       : REFER TO DIG # A0880999-CALLED BACK IN BY DARLENE, HIT MARKED WATER
       : MAIN AT THE INT.
       : TICKET EXPIRES AFTER 05/16/07

Members: AMTCKA BMDL0A CECO0A CLS0A  COMC0A DWC0A  NICR2A SMP3A
```

Audit History:

4/19/2007 8:08:20 AM: Received

DETAILS: Ticket received for registration code DWC0A

4/19/2007 8:33:58 AM: Assigned

DETAILS: Assigned to Ken Niles by Michael Schweizer

Ticket ID: X1090191 **Registration:** JULIE (DWC0A)

Response:

- ☐ Marked
- ☐ Cleared in field
- ☐ Closed per update
- ☐ Refreshed
- ☐ No Show
- ☐ No conflict
- ☐ Unable to Mark
- ☐ Closed in office
- ☐ Called and Cleared
- ☐ Design Stage

Comments: _____

DATE: May 4, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Electrical Contract QRE-3/07 at the May 10, 2007, DuPage Water Commission Meeting Resolution No. R-34-07	**APPROVAL**	

Account Number: 01-60-6633

The Commission entered into certain agreements dated February 12, 2007, with U.S. Electric, LLC and Divane Bros. Electric Co. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-34-07 would approve the following Work Authorization Orders under the Quick Response Electrical Contracts:

Work Authorization Order No. 001: This work authorization order is to Divane Bros. Electric Co. to relocate the remotely operated valve control cabinet (ROV15B) because of a DuPage County road widening project at the intersection of Naperville and Warrenville roads. The cost of this work is estimated to be $15,300.00.

MOTION: To approve Resolution No. R-34-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-34-07

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-3/07
AT THE MAY 10, 2007, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated February 12, 2007, with Ridgewood Engineering, Inc. and Divane Bros. Electric Co. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-3/07"); and

WHEREAS, Contract QRE-3/07 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

are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to necessitate the Work Authorization 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 _____, 2007

_____
Chairman

ATTEST:

_____
Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

CONTRACT QRE-3/07: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-3.001

LOCATION:

ROV15B, located in the right-of-way at the south-west corner of Naperville and Warrenville roads in Naperville.

CONTRACTOR:

Divane Bros. Electric Co.

DESCRIPTION OF WORK:

1. Relocate ROV cabinet out of proposed roadway into new right-of-way area. Note: Contractor to obtain permit required from DuPage County.
2. Extend conduits to relocated ROV cabinet from valve vault.
3. Install new split electrical actuator package on valve actuator and in relocated ROV cabinet.
4. Replace all seal tights in vault to valve actuator.
5. Provide, install, and terminate new power and control wires/cables between valve vault and relocated ROV cabinet. Note: DWC Staff will make terminations in RTU.
6. Relocate power feed to relocated ComEd power pole.
7. Relocate sump pump discharge pipe to new storm water system.
8. Test and verify proper operation of all devices and systems in valve vault and ROV cabinet. Note: DWC Staff will be available to assist with testing and verifying operation.
9. Provide updated drawings of record showing new locations.

Note: If antenna and cable need to be replaced, DWC staff will provide and install.

REASON FOR WORK:

DuPage County road widening project.

MINIMUM RESPONSE TIME:

All work must be completed within 3 business days of ComEd disconnecting power to the ROV cabinet so they can relocate the pole.

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

1. Split electrical actuator package.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] **IS** [X] **IS NOT** **PRIORITY EMERGENCY WORK**

SUBMITTALS REQUESTED:

1. Plan to relocate existing ROV cabinet.

2. Schedule of work tasks.

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

1. Safety-Related Equipment. Contractor must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances. Contractor shall not use, nor be entitled to use, any of Owner's safety-related equipment, including without limitation:

    i. Owner's fall-protection, fall-restraint, or fall-arrest equipment; or

    ii. Owner's confined space entry equipment, including gas monitors, ventilation, and personnel retrieval systems.

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

Documentation provided by DuPage County project engineers

1. Plan sheets from Bollinger Lach & Associates (BL):
    a. Alignment & Ties, Benchmarks & Right-Of-Way, Sheet No. 24
    b. Plan & Profile, Sheet No. 75
    c. Drainage and Utilities, Sheet No. 87
    d. Traffic Signal Installation Plan, Sheet No. 127

DWC provided documentation

1. DWC drawing of records:
    a. Site plan, Drawing No. 19
    b. Sump pump discharge, Drawing No. 20
    c. Conduit run, Detail-D, Drawing No. 23
    d. Electrical Plan, Detail-E, Drawing No. 24
    e. Electrical Plan, Detail-F, Drawing No. 25
    f. Service run, Drawing No. 26
2. EIM valve actuator wiring diagram, 73096 Rev E
3. DWC wire list for between valve vault and ROV cabinet.

DuPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: 4/30/07

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized Representative

DATE: 4-25-07

DATE: May 4, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Facilities Construction
ITEM	A Resolution Approving and Authorizing the Execution of a Standard Form of Agreement between the DuPage Water Commission and Tank Industry Consultants, Inc. for Professional Project Representation Services Resolution No. R-35-07	**APPROVAL**	

Account No. 01-60-7611.02

Resolution No. R-35-07 would approve and authorize the execution of an agreement between the DuPage Water Commission and Tank Industry Consultants, Inc. for professional engineering services in connection with project representation during the installation of the Hydrodynamic Mixing System at Tank Site 4E.

Pursuant to Resolution R-19-07, the Commission awarded Contract SS-5/07 to Horizon Bros. Painting Corp. for the construction of standpipe riser pipe modifications known as the Hydrodynamic Mixing System at Tank Site 4E.

Tank Industry Consultants, Inc. is a professional engineering firm with expertise in the area of steel water tower construction and painting observation and proposes to provide on-site representation to monitor cutting, welding and painting operations during construction at a cost not to exceed $7,000.00. Because the Commission has been satisfied with the services provided by Tank Industry Consultants, Inc. in the past, the selection procedures of the Local Government Professional Services Selection Act need not be followed.

MOTION: To approve Resolution No. R-35-07.

DuPAGE WATER COMMISSION

DRAFT

RESOLUTION NO. R-35-07

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A STANDARD FORM OF AGREEMENT BETWEEN THE DuPAGE WATER COMMISSION AND TANK INDUSTRY CONSULTANTS, INC. FOR PROFESSIONAL PROJECT REPRESENTATION SERVICES

WHEREAS, the Commission desires to obtain, and Tank Industry Consultants, Inc. desires to provide, cutting, welding and painting technical observation services in connection with the construction of the Hydrodynamic Mixing System for Tank Site No. 4E (Contract SS-5/07);

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

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

SECTION TWO: A Standard Form of Agreement between the DuPage Water Commission and Tank Industry Consultants, Inc. for Professional Project Representation Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved.

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2007.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-35-07.doc

EXHIBIT 1

EXHIBIT 1

Standard Form of Agreement between Owner and Engineer for Professional Project Representation Services

This Agreement, made this _____ day of _____, 2007 by and between Tank Industry Consultants, Headquartered at 7740 West New York Street, Indianapolis, Indiana 46214, hereafter referred to as the ENGINEER and the DuPage Water Commission, located at 600 East Butterfield Road, Elmhurst, Illinois 60126-4542, 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 project representation services to monitor the contractor's workmanship as outlined in the ENGINEER's proposal to the OWNER dated April 25, 2007, and as specifically defined as follows:

1.2. The duties of ENGINEER shall be:

a. Conduct on-site observation of the Work in progress to assist the OWNER in determining, as the 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 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 reports 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. The limitations of authority of the ENGINEER shall include:

a. The ENGINEER shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless directed by the OWNER.

b. The ENGINEER shall not exceed the limitations of the OWNER's authority as set forth in this Agreement and the Contract Documents.

c. The ENGINEER shall not undertake any of the responsibilities of the contractor, sub-contractors or contractor's superintendent.

d. The 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. The ENGINEER shall not advise, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

f. The 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 provided pursuant to and in accordance with this Agreement in the amounts outlined in the Proposal to the ENGINEER dated April 25, 2007, but not to exceed $7,000 without prior written approval of the OWNER. The OWNER shall issue payment to ENGINEER within 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 in accordance with this Agreement up to and including the termination date.

4.3. **Re-Use of Documents** - All documents furnished by the ENGINEER pursuant to this Agreement shall be and remain the property of the 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 any other Project.

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. ENGINEER and OWNER shall require all contractors working on this project to list ENGINEER and OWNER as an additional insured on their insurance certificates.

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 April 25, 2007, are based upon the total liability to the ENGINEER not exceeding $50,000 or the contract amount, whichever is greater, minus, in the event the termination is due 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.

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

By: Gregory R. Stein, P.E.

Dated: May 1, 2007

OWNER:

By:

Dated:

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: May 4, 2007

SUBJECT: Summary of Action Since Previous Meeting

1. Rebate checks were mailed to the customer utilities on May 1, 2007.

2. The Commission has advertised for Contract TW-4/07 entitled "Mitigation of AC Electrical Interference on West Transmission Main". Bids are due by 1:00 PM on May 9, 2007. Three contractors have taken bid documents. This project will correct electrical interference on the West Transmission Main on Winfield Road north of Butterfield Road.

Administration/Memorandums/Summary of Action 070504.doc

DATE: May 4, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION New Business	**ORIGINATING DEPARTMENT** Operations
ITEM Purchase Order No. 10288	**APPROVAL** RMR MOL

Account Number: 01-60-6621

During normal pump operations the motor for Pump #5 tripped and failed to restart. After an initial investigation it was determined that windings in the motor were in need of repair. The motor was shipped to the manufacturers repair facility where they found that one of the windings had completely failed. The repair for this type of failure requires a complete overhaul of the motor at a cost of $54,692.00 and three weeks to complete the repairs.

The replacement cost of the motor is $152,500.00 with a 24 week delivery schedule. With the upcoming summer demand period approaching and the manufacturer's expertise in completing this type of repair in a timely manner, staff directed the manufacturer to proceed with the repairs, so that the pump would be available before the start of the peak season.

It is staff's recommendation that the Board ratify Purchase Order No. 12088 for $54,692.00 and that the normal purchasing procedures of the Commissions By-Laws be suspended.

MOTION: To suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 10288 in the amount of $54,692.00 to Hyundai Ideal.

Purchase Order

P.O.	№ 10288
DATE 4/23/07	DATE REQUIRED ASAP
TERMS	NET 45 DAYS TAX EXEMPT
SHIP VIA	BEST WAY
FOB	POINT OF DESTINATION

DU PAGE WATER COMMISSION
600 E. BUTTERFIELD ROAD
ELMHURST, IL 60126-4642
(630) 834-0100 ◦ FAX: (630) 834-0120

419-520-3245 ATTN: CHARLIE ELROD

TO:	SHIP TO:
HYUNDAI IDEAL	ATTN: TERRY MC GHEE
330 EAST FIRST STREET	ABOVE ADDRESS
MANSFIELD, OHIO 44902	

QTY.	UNIT	PLEASE SUPPLY ITEMS BELOW	UNIT PRICE	AMOUNT
1	EA.	REPAIRS TO #5 800HP MOTOR		$54,692.00
		(WINDINGS FAILED AND MOTOR NEEDS TO BE REBUILT)		
		CONFIRMING - DO NOT DUPLICATE		

IMPORTANT

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

(ACCT. # 60-6621)

Please send 2 copies of your invoice

AUTHORIZED SIGNATURE

ROBERT L. MARTIN

DATE: May 4, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	New Business	**ORIGINATING DEPARTMENT**	Instrumentation/ Remote Facilities
ITEM	Purchase Order No. 10306	**APPROVAL**	

Account Numbers: 01-60-6580, 01-60-6851, 01-60-6280

Attached is Purchase Order No. 10306 to Peters & Associates in the amount of $28,126.00. Peters & Associates is the Commission's computer network consultant that helped the Commission develop the current disaster recovery plan (DRP) for the Commission's computer network. The DRP identified the need for offsite enhanced data backup and recovery operations. Peters & Associates and staff have agreed upon a two phase approach to achieve the needs and requirements of the DRP. The attached Purchase Order No. 10306 would achieve the first phase of implementing a data backup and recovery solution. The offsite location will temporarily be a constructed room within the Commission's 72" Meter Building behind the reservoirs. The temporary room will be designed and constructed in-house by Operations staff. The second phase will be associated with the construction of the new office building as part of the generator project.

MOTION: To suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 10306 in the amount of $28,126.00 to Peters & Associates.

Purchase Order

P.O.	№ 10306	
DATE	5/10/07	DATE REQUIRED ASAP
TERMS	NET 45 DAYS TAX EXEMPT	
SHIP VIA	BEST WAY	
FOB	POINT OF DESTINATION	

DU PAGE WATER COMMISSION

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

630-832-0075 FAX: 630-832-9636

TO:	SHIP TO:
PETERS & ASSOCIATES	ATTN: JOHN SCHORI
1801 S. MEYERS ROAD	ABOVE ADDRESS
OAKBROOK TERRACE, IL 60181	

QTY.	UNIT	PLEASE SUPPLY ITEMS BELOW	UNIT PRICE	AMOUNT
1	EA.	AG650A HP PROLIANT DL320s SERVER	6,900.00	$6,900.00
3	EA.	432804-B21 HP MEMORY 1 GB DDR 11	199.00	$597.00
1	EA.	PX849A8#ABA HP FLAT PANEL DISPLAY 17"	175.00	$175.00
1	EA.	RC465AA#ABA HP KEYBOARD USB MOUSE	41.00	$41.00
1	EA.	WS-C2955T-12 CISCO CATALYST 2955T-12 SWITCH 12 PORTS	1,100.00	$1,100.00
1	EA.	SMARTNET 8x5xNBD	126.00	$126.00
1	EA.	SYMANTEC BACKUP EXEC 11d MEDIA - 10759454	35.00	$35.00
1	EA.	SYMANTEC BACKUP EXEC 11d LICENSE - 11054110	592.00	$592.00
4	EA.	11053637 SYMANTEC BACKUP EXEC 11d AGENT FOR WINDOWS SERVERS	297.00	$1,188.00
1	EA.	11055362 SYMANTEC BACKUP EXEC 11d AGENT FOR MS EXCHANGE	741.00	$741.00
1	EA.	SYMANTEC BACKUP EXEC 11d AGENT FOR MS SQL SERVER 11055523	741.00	$741.00
1	EA.	SYMANTEC BACKUP EXEC SYSTEM RECOVERY	27.00	$27.00
6	EA.	SYMANTEC BACKUP EXEC SYSTEM RECOVERY - 10848060	705.00	$4,230.00
6	EA.	SYMANTEC BACKUP EXEC SYSTEM RECOVERY - 10848057	163.00	$978.00
1	EA.	MICROSOFT WINDOWS SERVER 2003 MEDIA KIT	27.00	$27.00
1	EA.	MICROSOFT WINDOW 2003 LICENSE - P73-00352	1,028.00	$1,028.00
1	EA.	LABOR / HOURS	9,600.00	$9,600.00

IMPORTANT

This Purchase Order Number must appear on all invoices, acknowledgments, bills of lading, correspondence and shipping cartons. Please notify us if you are unable to ship complete order by date specified. 60-6580, 60-6851, 60-6280
(ACCT. #)

TOTAL.....$28,126.00

Please send 2 copies of your invoice

AUTHORIZED SIGNATURE

ROBERT L. MARTIN

PACKET: 00717 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

Accounts Payable

--------ID-------- POST DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-1101 HOLLAND & KNIGHT LLP						
I-200705021251		LEGAL SERVICES: MAR. 2007	4,996.00			
5/10/2007	IL	DUE: 4/17/2007 DISC: 4/17/2007				
		LEGAL SERVICES: MAR. 2007		01 60-6251	LEGAL SERVICES- GENERAL	4,996.00
		=== VENDOR TOTALS ===	4,996.00			
		=== PACKET TOTALS ===	4,996.00			

PACKET: 00717 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	4,996.00
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00
BATCH TOTALS	4,996.00

** G/L ACCOUNT TOTALS **

						==========LINE ITEM==========			========GROUP BUDGET======		
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	2007-2008	01 -60-6251	LEGAL SERVICES- GENERAL	4,996.00	90,000	85,004.00				
			** 2007-2008 YEAR TOTALS	4,996.00						

PACKET: 00717 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	5/2007	4,996.00

NO ERRORS

** END OF REPORT **

TOTAL ERRORS: 0

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

Items Paid

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1086		A TO Z ALL PURPOSE RENTAL, INC							
	I-12979	ADIMINISTRATIVE EXPENSE	R	4/13/2007	190.00		002704		190.00
				*** VENDOR TOTALS ***			1 CHECKS		190.00
1460		ACRES GROUP							
	I-AEI_0022813	LANDSCAPE MAINT.: APRIL 2007	R	4/27/2007	1,937.50		002760		1,937.50
				*** VENDOR TOTALS ***			1 CHECKS		1,937.50
1067		AEREX PEST CONTROL							
	I-712451	EXTERMINATOR: MARCH 2007	R	4/27/2007	50.00		002761		50.00
				*** VENDOR TOTALS ***			1 CHECKS		50.00
1087		ALLIANCE WINDOW CLEANING INC.							
	I-89096	WINDOW WASHING: APR. 2007	R	4/27/2007	164.00		002762		
	I-89134	WINDOW WASHING: APR. 2007	R	4/27/2007	300.00		002762		464.00
				*** VENDOR TOTALS ***			1 CHECKS		464.00
1459		ALPHA BUILDING MAINTENANCE SER							
	I-7443 DWC	JANITORIAL SERVICE: 03/07	R	4/13/2007	1,584.00		002705		
	I-7444 DWC	JANITORIAL SERVICE: 04/07	R	4/13/2007	1,584.00		002705		3,168.00
				*** VENDOR TOTALS ***			1 CHECKS		3,168.00
1133		ALVORD, BURDICK & HOWSON, LLC							
	I-1	RECORD DRAWINGS - PSC-1/89	R	4/13/2007	281.00		002706		
	I-D0351-12	TIB-1	R	4/13/2007	514.14		002706		
	I-D0351OS-06	TIB-1	R	4/13/2007	3,251.32		002706		
	I-D0522-04	STRAY CURRENT MITIGATION	R	4/13/2007	863.76		002706		4,910.22
				*** VENDOR TOTALS ***			1 CHECKS		4,910.22
1257		AMSTAT INDUSTRIES, INC.							
	I-33351	MAINTENANCE SUPPLIES	R	4/13/2007	231.00		002707		231.00
1257		AMSTAT INDUSTRIES, INC.							
	I-33351-A	MAINTENANCE SUPPLIES	R	4/27/2007	12.48		002763		12.48
				*** VENDOR TOTALS ***			2 CHECKS		243.48
1455		ASSURED CORPORATION							
	I-3832	MAINTENANCE SUPPLIES	R	4/13/2007	180.00		002708		180.00
				*** VENDOR TOTALS ***			1 CHECKS		180.00
1397		AT&T							
	I-200704051184	DPPS PHONE SERV.: 03/22-04/21	R	4/13/2007	354.64		002709		354.64
1397		AT&T							
	I-200704241205	TANK SITE # 1: 04/04-05/03/07	R	4/27/2007	21.32		002764		
	I-200704241206	DPPS PHONE SERV.: 04/16-05/15	R	4/27/2007	815.25		002764		836.57
				*** VENDOR TOTALS ***			2 CHECKS		1,191.21

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1393		AT&T LONG DISTANCE							
	I-200704111192	DPPS LONG DIST. SERV.: 03/07	R	4/13/2007	90.49		002710		90.49
				*** VENDOR TOTALS ***			1 CHECKS		90.49
1072		AVALON PETROLEUM COMPANY							
	I-495546	GASOLINE	R	4/27/2007	2,493.00		002765		
	I-497356	GASOLINE	R	4/27/2007	2,772.00		002765		5,265.00
				*** VENDOR TOTALS ***			1 CHECKS		5,265.00
1451		BRANDCOMET							
	I-7136	ADMINISTRATIVE EXPENSE	V	3/30/2007	25.90		002654		25.90
1456		BRUNZELL ASSOCIATES LTD.							
	I-200704111193	METRA TRACK/TURNAROUND	R	4/13/2007	4,750.00		002711		4,750.00
				*** VENDOR TOTALS ***			1 CHECKS		4,750.00
1187		BULLIS LOCK COMPANY, INC.							
	I-51557	REPAIR DESK LOCKS/PROVIDE KEYS	R	4/13/2007	186.80		002712		
	I-51560	REPAIR DPPS FRONT DOOR LOCKS	R	4/13/2007	220.00		002712		406.80
				*** VENDOR TOTALS ***			1 CHECKS		406.80
1461		BUSINESS CARD							
	I-200704241207	I-PASS, TRAIN, GAS, ADM, BOOKS	R	4/27/2007	3,301.35		002766		3,301.35
				*** VENDOR TOTALS ***			1 CHECKS		3,301.35
1402		C & H BUILDING SPECIALTIES INC							
	I-11781	MAINTENANCE SUPPLIES	R	4/27/2007	110.92		002767		110.92
				*** VENDOR TOTALS ***			1 CHECKS		110.92
1049		CAMP DRESSER & MCKEE INC.							
	I-80252584/24	EVAL. ELECT. GEN. SUP. ALT.	R	4/27/2007	39,759.66		002768		39,759.66
				*** VENDOR TOTALS ***			1 CHECKS		39,759.66
1177		CATHODIC PROTECTION MANAGEMENT							
	C-2273-CREDIT	TECH. SUP. - TE-5 ADJ. PROJ.	R	4/13/2007	8,854.77CR		002713		
	I-2273	TECH. SUP. - TE-5 ADJ. PROJ.	R	4/13/2007	8,854.77		002713		
	I-2273-COR	TECH. SUP. - TE-5 ADJ. PROJ.	R	4/13/2007	4,654.77		002713		4,654.77
1177		CATHODIC PROTECTION MANAGEMENT							
	1-1757	TS CORROSION MITIGATION	R	4/13/2007	12,529.25		002753		12,529.25
				*** VENDOR TOTALS ***			2 CHECKS		17,184.02
1023		CDW GOVERNMENT, INC.							
	I-FBZ5059	DIGITAL CAMERA & MEMORY	R	4/27/2007	328.25		002769		
	I-FCQ1991	CAMERA CASE	R	4/27/2007	23.74		002769		351.99
				*** VENDOR TOTALS ***			1 CHECKS		351.99

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1134		CITY OF CHICAGO DEPARTMENT OF							
	I-200704051191	LEX. STA. ELECT.: 02/02-03/06	R	4/13/2007	119,380.07		002714		119,380.07
1134		CITY OF CHICAGO DEPARTMENT OF							
	I-200704241208	LEX. PUMP STA. LABOR: 01/07	R	4/27/2007	43,418.35		002770		
	I-200704241209	LEX. PUMP STA. LABOR: 02/07	R	4/27/2007	34,735.85		002770		78,154.20
				*** VENDOR TOTALS ***			2 CHECKS		197,534.27
1135		CITY OF CHICAGO SUPERINTENDENT							
	I-200704051185	WATER BILLING: 03/01-03/31/07	R	4/13/2007	3,040,272.25		002715		3,040,272.25
				*** VENDOR TOTALS ***			1 CHECKS		3,040,272.25
1463		CHICAGO TITLE INSURANCE CO.							
	I-200704251219	LEXINGTON PUMP STATION	R	4/27/2007	9,475.00		002771		9,475.00
				*** VENDOR TOTALS ***			1 CHECKS		9,475.00
1091		CINTAS FIRST AID & SAFETY							
	I-343411591	FIRST AID SUPPLIES	R	4/13/2007	184.60		002716		184.60
				*** VENDOR TOTALS ***			1 CHECKS		184.60
1398		COMCAST							
	I-200704251221	INTERNET SERV: 04/27-05/26	R	4/27/2007	84.95		002772		84.95
				*** VENDOR TOTALS ***			1 CHECKS		84.95
1009		COMED							
	I-200704201204	METER STATION ELECTRIC SERVICE	R	4/20/2007	12,586.90		002756		12,586.90
				*** VENDOR TOTALS ***			1 CHECKS		12,586.90
1454		COMMONWEALTH EDISON							
	I-200704051182	EMERGENCY GENERATION	R	4/13/2007	25,000.00		002754		25,000.00
				*** VENDOR TOTALS ***			1 CHECKS		25,000.00
1136		CONSTELLATION NEWENERGY							
	I-01393906	DPPS ELECT SERV: 01/25-02/22	R	4/13/2007	199,257.74		002717		199,257.74
1136		CONSTELLATION NEWENERGY							
	I-01403673	DPPS ELECT SERV: 01/02-01/25	R	4/20/2007	132,870.38		002757		
	I-01405616	DPPS ELECT. SERV: 02/23-03/25	R	4/20/2007	191,738.07		002757		324,608.45
				*** VENDOR TOTALS ***			2 CHECKS		523,866.19
1024		CTE ENGINEERS							
	I-4067525	CONCRETE RESERVOIR - 03/07	R	4/27/2007	581.08		002773		
	I-60002764-12	HYDRODYNAMIC MIXING SYSTEM	R	4/27/2007	596.00		002773		
	I-60023859-01	CONCRETE PAD	R	4/27/2007	1,102.01		002773		2,279.09
				*** VENDOR TOTALS ***			1 CHECKS		2,279.09

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1014	DHL EXPRESS (USA) INC.							
I-C5502641	OVERNIGHT MAIL	R	4/27/2007	543.25		002774		543.25
			*** VENDOR TOTALS ***			1 CHECKS		543.25
1189	DREISILKER ELECTRIC MOTORS, IN							
I-I505553	MAINTENANCE SUPPLIES	R	4/13/2007	10,795.50		002718		10,795.50
			*** VENDOR TOTALS ***			1 CHECKS		10,795.50
1095	ELECTRO-KINETICS							
I-140474	SCADA/INSTRUMENTATION	R	4/13/2007	654.02		002719		654.02
			*** VENDOR TOTALS ***			1 CHECKS		654.02
1097	ELMHURST PLAZA STANDARD INC.							
I-18224	GASOLINE	R	4/27/2007	64.72		002775		
I-29968	VEHICLE MAINTENANCE: M-99818	R	4/27/2007	1,006.81		002775		1,071.53
			*** VENDOR TOTALS ***			1 CHECKS		1,071.53
1446	EN ENGINEERING, LLC							
I-0020916	CRCUC REPRESENT	R	4/27/2007	572.26		002776		
I-0020917	CP INSP STANDPIPES	R	4/27/2007	604.12		002776		
I-0020918	CORR DATA ASSESSMENT	R	4/27/2007	12,867.13		002776		
I-0020919	ROV-11A STRAY CURRENT	R	4/27/2007	2,358.45		002776		16,401.96
			*** VENDOR TOTALS ***			1 CHECKS		16,401.96
1065	FEDEX							
I-8-768-09394	OVERNIGHT MAIL	R	4/13/2007	264.24		002720		264.24
			*** VENDOR TOTALS ***			1 CHECKS		264.24
1098	GM MOUNTING & LAMINATING, INC.							
I-200704201200	GM MOUNTING & LAMINATING, INC.	R	4/20/2007	172.80		002758		172.80
			*** VENDOR TOTALS ***			1 CHECKS		172.80
1055	GRAINGER							
I-9335540838	METER STATION MAINTENANCE	R	4/13/2007	470.04		002721		470.04
1055	GRAINGER							
I-9338097752	MAINTENANCE SUPPLIES	R	4/27/2007	37.00		002777		37.00
			*** VENDOR TOTALS ***			2 CHECKS		507.04
1399	GREELEY AND HANSEN							
I-INV-0000215052	LEXINGTON PS PHOTOVOLTAIC CELL	R	4/13/2007	3,659.04		002722		
I-INV-0000215871	ELECTRICAL SAFETY REQUIREMENTS	R	4/13/2007	11,247.28		002722		
I-INV-0000216809	LEX PS - TOPOGRAPHIC SURVEY	R	4/13/2007	13,073.89		002722		
I-INV-0000217279	LEX PS - TOPOGRAPHIC SURVEY	R	4/13/2007	109.74		002722		
I-INV-0000217281	LEX PS GENERATION FACILITIES	R	4/13/2007	26,954.44		002722		
I-INV-0000217282	LEXINGTON PS PHOTOVOLTAIC CELL	R	4/13/2007	2,046.64		002722		
I-INV-0000217312	ELECTRICAL SAFETY REQUIREMENTS	R	4/13/2007	13,525.49		002722		70,616.52
			*** VENDOR TOTALS ***			1 CHECKS		70,616.52

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1068		HACH COMPANY							
	I-5093765	TESTING SUPPLIES	R	4/13/2007	1,401.40		002723		1,401.40
				*** VENDOR TOTALS ***			1 CHECKS		1,401.40
1101		HOLLAND & KNIGHT LLP							
	I-200704051183	LEGAL SERVICES: FEB. 2007	R	4/13/2007	7,457.52		002755		7,457.52
				*** VENDOR TOTALS ***			1 CHECKS		7,457.52
1050		HOME DEPOT CREDIT SERVICES							
	C-1161163	TAX REFUND	R	4/13/2007	3.66CR		002724		
	I-0133105	PIPELINE SUPPLIES	R	4/13/2007	24.88		002724		
	I-1024506	MAINTENANCE SUPPLIES	R	4/13/2007	50.83		002724		
	I-1025975	PIPELINE SUPPLIES	R	4/13/2007	298.20		002724		
	I-1047615	METER STATION MAINTENANCE	R	4/13/2007	331.60		002724		
	I-1083148	PIPELINE SUPPLIES	R	4/13/2007	27.94		002724		
	I-5023965	MAINTENANCE SUPPLIES	R	4/13/2007	13.45		002724		
	I-5109174	PIPELINE SUPPLIES	R	4/13/2007	29.29		002724		
	I-6035250	MAINTENANCE SUPPLIES	R	4/13/2007	59.88		002724		
	I-8012004	MAINTENANCE SUPPLIES	R	4/13/2007	27.99		002724		860.40
				*** VENDOR TOTALS ***			1 CHECKS		860.40
1057		HSQ TECHNOLOGY							
	I-200704111194	MAINT. AGREEMENT - 05/07-04/08	R	4/13/2007	6,000.00		002725		6,000.00
				*** VENDOR TOTALS ***			1 CHECKS		6,000.00
1344		MICHAEL HUGHES							
	I-200704051187	OPERATOR LICENSE RENEWAL	R	4/13/2007	10.00		002726		10.00
				*** VENDOR TOTALS ***			1 CHECKS		10.00
1201		ILLINOIS EPA							
	I-200704241210	YEARLY IEPA SAMPLES	R	4/27/2007	1,167.97		002778		1,167.97
				*** VENDOR TOTALS ***			1 CHECKS		1,167.97
1053		ILLINOIS PUBLIC RISK FUND							
	I-200704241211	WORKERS COMPENSATION INS.	R	4/27/2007	7,541.00		002779		7,541.00
				*** VENDOR TOTALS ***			1 CHECKS		7,541.00
1063		ILLINOIS SECTION AWWA							
	I-4592	NIMS TRAINING - J. SCHORI	R	4/27/2007	35.00		002780		35.00
				*** VENDOR TOTALS ***			1 CHECKS		35.00
1156		ILLINOIS STATE POLICE							
	I-200704241212	RADIO SERVICE: 05/01-05/31/07	R	4/27/2007	427.50		002781		427.50
				*** VENDOR TOTALS ***			1 CHECKS		427.50

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1457		JOHN MOTIEJUNAS CONSULTING							
	I-200704111195	EDIT/CONVERSION GRAPHIC FILES	R	4/13/2007	200.00		002727		200.00
				*** VENDOR TOTALS ***			1 CHECKS		200.00
1032		JULIE, INC.							
	I-03-07-0433	UTILITY LOCATES: MAR. 2007	R	4/13/2007	4,193.30		002728		4,193.30
				*** VENDOR TOTALS ***			1 CHECKS		4,193.30
1196		KARA COMPANY, INC.							
	I-217290	VERIZON DATA LINE GPS DATA	R	4/13/2007	60.70		002729		60.70
				*** VENDOR TOTALS ***			1 CHECKS		60.70
1036		LAWSON PRODUCTS, INC.							
	I-5474587	MAINTENANCE SUPPLIES	R	4/13/2007	312.36		002730		312.36
				*** VENDOR TOTALS ***			1 CHECKS		312.36
1195		LESMAN INSTRUMENT COMPANY							
	I-1/853170	TEMP, MEASURE, REFER ELECTRODE	R	4/27/2007	440.88		002782		440.88
				*** VENDOR TOTALS ***			1 CHECKS		440.88
1191		TERRANCE MC GHEE							
	I-200704241213	ISAWWA ANNUAL CONFERENCE	R	4/27/2007	210.56		002783		210.56
				*** VENDOR TOTALS ***			1 CHECKS		210.56
1054		MCMASTER-CARR SUPPLY COMPANY							
	I-62230137	PIPELINE REPAIRS	R	4/13/2007	861.87		002731		861.87
1054		MCMASTER-CARR SUPPLY COMPANY							
	I-63125235	METER STATION MAINTENANCE	R	4/27/2007	412.48		002784		412.48
				*** VENDOR TOTALS ***			2 CHECKS		1,274.35
1069		MEL'S ACE HARDWARE							
	I-401298	METER STATION MAINTENANCE	R	4/13/2007	41.80		002732		
	I-401312	MAINTENANCE SUPPLIES	R	4/13/2007	19.91		002732		
	I-401355	PIPELINE SUPPLIES	R	4/13/2007	3.59		002732		
	I-401410	PIPELINE SUPPLIES	R	4/13/2007	25.27		002732		90.57
				*** VENDOR TOTALS ***			1 CHECKS		90.57
1051		MENARDS- HILLSIDE							
	I-23186	MAINTENANCE SUPPLIES	R	4/13/2007	11.24		002733		
	I-29129	MAINTENANCE SUPPLIES	R	4/13/2007	67.49		002733		
	I-31052	METER STATION MAINTENANCE	R	4/13/2007	179.63		002733		
	I-31724	MAINTENANCE SUPPLIES	R	4/13/2007	22.64		002733		281.00
				*** VENDOR TOTALS ***			1 CHECKS		281.00

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1073		METTLER-TOLEDO, INC.							
	I-157-00189075	SEMI-ANNUAL MS TANK SCALE CAL	R	4/13/2007	767.75		002734		767.75
				*** VENDOR TOTALS ***			1 CHECKS		767.75
1194		MK BATTERY							
	I-IV160924	BATTERIES FOR MASTER RADIOS	R	4/27/2007	44.00	0.44CR	002785		43.56
				*** VENDOR TOTALS ***			1 CHECKS		43.56
1021		NAPERVILLE, CITY OF							
	I-200704051188	METER STATION ELECTRIC SERVICE	R	4/13/2007	218.70		002735		
	I-200704111196	METER STATION ELECTRIC SERVICE	R	4/13/2007	98.55		002735		317.25
1021		NAPERVILLE, CITY OF							
	I-200704241214	METER STATION ELECTRIC SERVICE	R	4/27/2007	244.61		002786		
	I-200704251222	METER STATION ELECTRIC SERVICE	R	4/27/2007	127.36		002786		371.97
				*** VENDOR TOTALS ***			2 CHECKS		689.22
1203		NATIONAL SAFETY COUNCIL							
	I-2019977	TEMP TRAFFIC CONTROL TRAINING	R	4/13/2007	8,867.70		002736		8,867.70
				*** VENDOR TOTALS ***			1 CHECKS		8,867.70
1060		NTG, INC.							
	I-52284	CORROSION TELEMETRY: 03/07	R	4/27/2007	75.20		002787		75.20
				*** VENDOR TOTALS ***			1 CHECKS		75.20
1373		NEUCO INC.							
	I-072509	MAINTENANCE TRAINING CLASS	R	4/27/2007	100.00		002788		100.00
				*** VENDOR TOTALS ***			1 CHECKS		100.00
1110		NEWARK INONE							
	I-14141475	MAINT. SUPPLIES, SCADA/INSTRUM	R	4/27/2007	113.18		002789		113.18
				*** VENDOR TOTALS ***			1 CHECKS		113.18
1020		NEXTEL COMMUNICATIONS							
	I-648652511-062	CELL PHONE SERV.: 03/09-04/08	R	4/27/2007	1,100.18		002790		1,100.18
				*** VENDOR TOTALS ***			1 CHECKS		1,100.18
1111		NICOR GAS							
	I-200704241215	DPPS SERV.: 03/17-04/14/07	R	4/27/2007	3,194.64		002791		3,194.64
				*** VENDOR TOTALS ***			1 CHECKS		3,194.64
1464		HSBC BUSINESS SOLUTIONS							
	I-200704251220	POWER SCRAPER	R	4/27/2007	398.64		002792		398.64
				*** VENDOR TOTALS ***			1 CHECKS		398.64

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1395		OFFICE DEPOT							
	I-383758678-001	OFFICE SUPPLIES	R	4/27/2007	95.48		002793		95.48
				*** VENDOR TOTALS ***			1 CHECKS		95.48
1038		ORR SAFETY							
	I-INV0791023	GAS MONITORS & ACCESSORIES	R	4/13/2007	2,836.00		002737		2,836.00
				*** VENDOR TOTALS ***			1 CHECKS		2,836.00
1178		PADDOCK PUBLICATIONS, INC.							
	I-T3907988	LEGAL NOTICE: TW-4	R	4/27/2007	120.00		002794		120.00
				*** VENDOR TOTALS ***			1 CHECKS		120.00
1081		PATRICK ENGINEERING INC.							
	I-9593.B0-011	LAN CONFIG. & INDET. ASSIST.	R	4/27/2007	1,029.00		002795		1,029.00
				*** VENDOR TOTALS ***			1 CHECKS		1,029.00
1321		PERSPECTIVES, LTD.							
	I-62553	EMPLOYEE ASSIST 04/07-06/07	R	4/13/2007	273.00		002738		273.00
				*** VENDOR TOTALS ***			1 CHECKS		273.00
1279		PETERS & ASSOCIATES							
	I-30109	DISASTER RECOVERY PLAN PROJECT	R	4/13/2007	375.00		002739		
	I-30216	DISASTER RECOVERY PLAN PROJECT	R	4/13/2007	1,050.00		002739		
	I-30336	DISASTER RECOVERY PLAN PROJECT	R	4/13/2007	562.50		002739		
	I-30514	DISASTER RECOVERY PLAN PROJECT	R	4/13/2007	337.50		002739		2,325.00
				*** VENDOR TOTALS ***			1 CHECKS		2,325.00
1158		PETTY CASH - CUSTODIAN							
	I-200704121198	VEH MAINT, POST, ADM, TRAVEL	R	4/13/2007	419.64		002740		419.64
				*** VENDOR TOTALS ***			1 CHECKS		419.64
1280		PRIMERA							
	I-0018630	EVALUATE A/C COMPUTER ROOM	R	4/27/2007	2,668.64		002796		2,668.64
				*** VENDOR TOTALS ***			1 CHECKS		2,668.64
1039		QUILL CORPORATION							
	I-5679694	OFFICE SUPPLIES	R	4/13/2007	298.75		002741		
	I-5882829	OFFICE SUPPLIES	R	4/13/2007	27.98		002741		
	I-5886750	OFFICE SUPPLIES	R	4/13/2007	365.59		002741		
	I-5887607	OFFICE SUPPLIES	R	4/13/2007	123.29		002741		
	I-5897846	OFFICE SUPPLIES	R	4/13/2007	25.16		002741		
	I-5924784	OFFICE SUPPLIES	R	4/13/2007	137.80		002741		
	I-5927185	OFFICE SUPPLIES	R	4/13/2007	325.89		002741		
	I-5955663	OFFICE SUPPLIES	R	4/13/2007	13.99		002741		
	I-5963158	OFFICE SUPPLIES	R	4/13/2007	188.37		002741		1,506.82

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1039	QUILL CORPORATION							
I-6225766	OFFICE SUPPLIES	R	4/27/2007	221.35		002797		
I-6257712	OFFICE SUPPLIES	R	4/27/2007	97.44		002797		318.79
			*** VENDOR TOTALS ***			2 CHECKS		1,825.61
1059	RED WING SHOE STORE							
I-450000001810	SAFETY SHOES: K. DRISCOLL	R	4/13/2007	94.49		002742		94.49
			*** VENDOR TOTALS ***			1 CHECKS		94.49
1118	REGIONAL TRUCK EQUIPMENT CO.							
I-29273	VEHICLE MAINTENANCE: M-78556	R	4/27/2007	236.93		002798		236.93
			*** VENDOR TOTALS ***			1 CHECKS		236.93
1137	ROSSI CONTRACTORS, INC.							
I-TIB-1 # 21 FINAL	TIB-1: FINAL INVOICE # 21	R	4/20/2007	883,401.24		002759		883,401.24
			*** VENDOR TOTALS ***			1 CHECKS		883,401.24
1119	ROYAL OFFICE PRODUCTS							
I-OE-352530-1	OFFICE SUPPLIES	R	4/27/2007	101.03		002799		101.03
			*** VENDOR TOTALS ***			1 CHECKS		101.03
1329	C. SEMRAD & ASSOCIATES							
I-200704051189	CONSULTING/MGMT TRAINING	R	4/13/2007	7,325.00		002743		7,325.00
			*** VENDOR TOTALS ***			1 CHECKS		7,325.00
1458	TIMOTHY W. SHARPE							
I-200704111197	GASB 43 & 45 ACTUARIAL VAL.	R	4/13/2007	1,500.00		002744		1,500.00
			*** VENDOR TOTALS ***			1 CHECKS		1,500.00
1121	SPI ENERGY GROUP							
I-200704051190	ELECTRIC CONTRACT	R	4/13/2007	4,050.00		002745		4,050.00
			*** VENDOR TOTALS ***			1 CHECKS		4,050.00
1462	SPRINT							
I-200704241216	CONNECTION CARD: 03/14-05/06	R	4/27/2007	106.02		002800		106.02
			*** VENDOR TOTALS ***			1 CHECKS		106.02
1392	STONKUS HYDRAULIC, INC.							
I-G-070140	MAINTENANCE SUPPLIES	R	4/27/2007	620.65		002801		620.65
			*** VENDOR TOTALS ***			1 CHECKS		620.65
1084	TELSPAN							
I-129502	TELECONFERENCING CHARGES	R	4/13/2007	15.48		002746		15.48
			*** VENDOR TOTALS ***			1 CHECKS		15.48

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1058		THYSSENKRUPP ELEVATOR CORP.							
	I-661113	ELEVATOR MAINT. - 04/07-06/07	R	4/13/2007	660.00		002747		660.00
				*** VENDOR TOTALS ***			1 CHECKS		660.00
1126		TRANSCAT							
	I-151524	CALIBRATE EQUIPMENT	R	4/13/2007	194.27		002748		
	I-153657	CALBIRATE EQUIPMENT	R	4/13/2007	216.02		002748		
	I-155330	CALIBRATE EQUIPMENT	R	4/13/2007	102.38		002748		
	I-156236	CALIBRATE EQUIPMENT	R	4/13/2007	601.20		002748		1,113.87
				*** VENDOR TOTALS ***			1 CHECKS		1,113.87
1047		UNITED RADIO COMMUNICATIONS							
	I-15565100	RADIO REPAIRS	R	4/27/2007	162.00		002802		162.00
				*** VENDOR TOTALS ***			1 CHECKS		162.00
1281		UNITED RENTALS HIGHWAY TECHNOL							
	I-63766159-001	BARRICADES & TRAFFIC CONES	R	4/13/2007	906.60		002749		906.60
				*** VENDOR TOTALS ***			1 CHECKS		906.60
1425		VAN ELLA, INC.							
	I-0021356-IN	BACKGROUND CHECKS	R	4/27/2007	74.00		002803		74.00
				*** VENDOR TOTALS ***			1 CHECKS		74.00
1062		WASTE MANAGEMENT							
	I-1666796-2008-7	REFUSE DISPOSAL	R	4/13/2007	323.03		002750		323.03
				*** VENDOR TOTALS ***			1 CHECKS		323.03
1010		WEST							
	I-813365225	OCC SAFETY & HEALTH LAW 2007	R	4/13/2007	83.50		002751		83.50
1010		WEST							
	I-813393714	WESTLAW: 03/01/07-03/31/07	R	4/27/2007	366.16		002804		366.16
				*** VENDOR TOTALS ***			2 CHECKS		449.66
1445		WESTCHESTER LOCK & KEY SERVICE							
	I-1194	SPARE KEYS FOR VEHICLE	R	4/27/2007	146.10		002805		146.10
				*** VENDOR TOTALS ***			1 CHECKS		146.10
1412		WESTIN ENGINEERING, INC.							
	I-27711	LEX PUMP STA - DATASTREAM	R	4/13/2007	7,225.32		002752		7,225.32
1412		WESTIN ENGINEERING, INC.							
	I-27901	ASSET MANAGEMENT	R	4/27/2007	17,949.49		002806		17,949.49

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
			*** VENDOR TOTALS ***			2 CHECKS		25,174.81

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	103	4,981,232.61	0.44	4,981,233.05
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	1	25.90	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: TOTAL	104	4,981,258.51	0.00	4,981,258.51
BANK: TOTALS:	104	4,981,258.51	0.44	4,981,258.95
REPORT TOTALS:	104	4,981,258.51	0.44	4,981,258.95

SELECTION CRITERIA

VENDOR SET: 01-DUPAGE WATER COMMISSION
VENDOR: ALL
BANK CODES: Include: IL
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 4/01/2007 THRU 4/30/2007
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: NO

PRINT OPTIONS
SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje, Commissioners and Treasurer

FROM: Robert L. Martin
General Manager

DATE: May 1, 2007

SUBJECT: Board of Commissioners Group Picture

Remember that we will be taking a group picture of the Chairman, Commissioners, Treasurer and General Manager before the Commission meeting.

Administration/Memorandums/Rm070501.doc

DU PAGE WATER COMMISSION

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

May 1, 2007

SEE ATTACHED LIST

Subject: Resolution No. R-28-07

Dear :

Enclosed is check number **xxxx** in the amount of **$XXXX** as directed by amended Resolution No. R-28-07 which was approved at the April 12, 2007 Commission meeting. Resolution R-28-07 declared a rebate to the Contract Customers in the aggregate amount of $40,000,000.00.

Very truly yours,

Robert L. Martin, P.E.
General Manager

C: Chairman Rathje and Commissioners
«VillageCity_Mayors»

H:\Administration\Letters\2007-2008 Rebates.doc

Mr. Joseph E. Block
Village of Addison
One Friendship Plaza
Addison, IL 60101-2786
Check # 2807 $1,945,748.00

Mr. Daniel Wennerholm
Village of Bloomingdale
201 S. Bloomingdale Rd.
Bloomingdale, IL 60108
Check # 2810 $1,163,341.00

Mr. Robert Bahan
Village of Clarendon Hills
1 N. Prospect Ave.
Clarendon Hills, IL 60514
Check # 2812 $336,634.00

Mr. Thomas Borchert
City of Elmhurst
209 N. York St.
Elmhurst, IL 60126
Check # 2815 $2,236,359.00

Mr. David C. Cook
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521
Check # 2818 $1,253,608.00

Mr. William T. Lichter
Village of Lombard
255 E. Wilson Ave.
Lombard, IL 60148
Check # 2822 $2,227,998.00

Mr. Martin Bourke
City of Oakbrook Terrace
17W275 Butterfield Rd.
Oakbrook Terrace, IL 60181
Check # 2825 $24,940.00

Mr. Donald Rose
City of Wheaton
303 W. Wesley
Wheaton, IL 60187
Check # 2829 $2,694,064.00

Mr. Frank Williams
City of Wood Dale
404 N. Wood Dale Rd.
Wood Dale, IL 60191
Check # 2832 $744,402.00

Mr. Jim Heine
Argonne National Laboratory
9700 S. Cass Ave., Bldg. 114
Argonne, IL 60439
Check # 2808 $154,932.00

Mr. Joseph Breinig
Village of Carol Stream
500 N. Gary Ave.
Carol Stream, IL 60188
Check # 2811 $1,910,950.00

Mr. Bryon D. Vana
City of Darien
1702 Plainfield Rd.
Darien, IL 60561
Check # 2813 $1,099,561.00

Ms. Donna Becerra
Village of Glendale Heights
300 Civic Center Plaza
Glendale Heights, IL 60139
Check # 2817 $1,307,534.00

Mr. David C. Williams
Village of Itasca
550 W. Irving Park Rd.
Itasca, IL 60143
Check # 2820 $617,746.00

Mr. Peter Burchard
City of Naperville
P.O. Box 3020 / 400 S. Eagle Street
Naperville, IL 60566-7020
Check # 2823 $7,352,987.00

Mr. Jeff O'Dell
Village of Roselle
31 S. Prospect Street
Roselle, IL 60172
Check # 2826 $984,228.00

Mr. Phillip Modaff
Village of Willowbrook
7760 Quincy St.
Willowbrook, IL 60527
Check # 2830 $572,249.00

Mr. John Perry
Village of Woodridge
Five Plaza Drive
Woodridge, IL 60517-5014
Check # 2833 $1,390,406.00

Mr. Jim Johnson
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106
Check # 2809 $1,205,289.00

Mr. Dan McGloon
Illinois American Water Co.
1000 Internationale Parkway
Woodridge, IL 60517-4924
Check # 2819 $578,414.00

Ms. Cara Pavlicek
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515-4776
Check # 2814 $3,012,957.00

Ms. Robin Weaver
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Check # 2816 $1,355,003.00

Mr. Gerald Sprecher
Village of Lisle
925 Burlington Ave.
Lisle, IL 60532
Check # 2821 $1,284,469.00

Mr. Jeffrey Moline
Village of Oak Brook
1200 Oak Brook Rd.
Oak Brook, IL 60523-2255
Check # 2824 $1,927,342.00

Mr. Ronald Searl
Village of Westmont
31 W. Quincy Street
Westmont, IL 60559
Check # 2828 $1,357,733.00

Mr. William P. Barlow III
Village of Winfield
27W465 Jewell Rd.
Winfield, IL 60190
Check # 2831 $265,658.00

Mr. Robert Niemann
Village of Villa Park
20 S. Ardmore Ave.
Villa Park, IL 60181-2696
Check # 2827 $995,448.00

Mayor Larry Hartwig
Village of Addison
One Friendship Plaza
Addison, IL 60101-2786

Mayor Robert G. Iden
Village of Bloomingdale
201 S. Bloomingdale Rd.
Bloomingdale, IL 60108

Mayor Kathleen Weaver
City of Darien
1702 Plainfield Rd.
Darien, IL 60561

Mayor Linda Jackson
Village of Glendale Heights
300 Civic Center Plaza
Glendale Heights, IL 60139

Mayor Joseph Broda
Village of Lisle
925 Burlington Ave.
Lisle, IL 60532

Mayor John W. Craig
Village of Oak Brook
1200 Oak Brook Rd.
Oak Brook, IL 60523-2255

Village President Joyce Stupegia
Village of Villa Park
20 S. Ardmore Ave.
Villa Park, IL 60181-2696

Mayor Gary Pretzer
Village of Willowbrook
7760 Quincy St.
Willowbrook, IL 60527

Mayor William Murphy
Village of Woodridge
Five Plaza Drive
Woodridge, IL 60517-5014

Mayor John Geils
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

Mayor Frank Saverino
Village of Carol Stream
500 N. Gary Ave.
Carol Stream, IL 60188

Mayor Thomas Marcucci
City of Elmhurst
209 N. York St.
Elmhurst, IL 60126

Village Prsident Michael Woerner
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

Mayor William Mueller
Village of Lombard
255 E. Wilson Ave.
Lombard, IL 60148

Mayor Thomas Mazaika
City of Oakbrook Terrace
17W275 Butterfield Rd.
Oakbrook Terrace, IL 60181

Village President William Rahn
Village of Westmont
31 W. Quincy Street
Westmont, IL 60559

Village President Rudy F. Czech
Village of Winfield
27W465 Jewell Rd.
Winfield, IL 60190

Mayor Ron Sandack
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515-4776

Mayor Thomas Karaba
Village of Clarendon Hills
1 N. Prospect Ave.
Clarendon Hills, IL 60514

Village President Vicky Hase
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

Mayor Claudia "GiGi" Gruber
Village of Itasca
550 W. Irving Park Rd.
Itasca, IL 60143

Mayor George Pradel
City of Naperville
P.O. Box 3020
400 S. Eagle Street
Naperville, IL 60566-7020

Mayor Gayle Smoliniski
Village of Roselle
31 S. Prospect Street
Roselle, IL 60172

Mayor Michael J. Gresk
City of Wheaton
303 W. Wesley
Wheaton, IL 60187

Mayor Kenneth Johnson
City of Wood Dale
404 N. Wood Dale Rd.
Wood Dale, IL 60191