DuPage Water Commission

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

AGENDA

DuPAGE WATER COMMISSION
THURSDAY, JUNE 12, 2008
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. Administering Official Oath

- William J. Mueller, Municipal Representative District 2

IV. Public Hearing Regarding Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2008 and Ending April 30, 2009

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

RECOMMENDED MOTION: To open the Public Hearing regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2008 and Ending April 30, 2009 (Voice Vote).

RECOMMENDED MOTION: To close the Public Hearing regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2008 and Ending April 30, 2009 (Voice Vote).

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

VI. Approval of Minutes

A. Regular Meeting of May 8, 2008

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

RECOMMENDED MOTION: To approve the Minutes of the May 8, 2008 Regular Meeting of the DuPage Water Commission (Voice Vote).

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. Executive Session of May 8, 2008

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

RECOMMENDED MOTION: To approve the Executive Session Minutes of the May 8, 2008 Regular Meeting of the DuPage Water Commission (Voice Vote).

VII. Treasurer's Report – May 2008

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

RECOMMENDED MOTION: To accept the May 2008 Treasurer's Report (Voice Vote).

VIII. Committee Reports

A. Administration Committee

1. Report of 6/12/08 Administration Committee

2. Actions on Items Listed on 6/12/08 Administration Committee Agenda

B. Engineering & Construction Committee

1. Report of 6/12/08 Engineering & Construction Committee

2. Actions on Items Listed on 6/12/08 Engineering & Construction Committee Agenda

C. Finance Committee

1. Report of 6/12/08 Finance Committee

2. Actions on Items Listed on 6/12/08 Finance Committee Agenda

IX. Chairman's Report

X. Omnibus Vote Requiring Majority Vote

A. Ordinance No. O-5-08: Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2008 and Ending April 30, 2009

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

B. Ordinance No. O-6-08: An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County

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

C. Resolution No. R-31-08: A Resolution Approving and Authorizing the Execution of a Consent Agreement between the DuPage Water Commission, the Village of Roselle, and RTG-Roselle Main Street Station, LLC Regarding the Main Street Station Development

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

RECOMMENDED MOTION: To adopt the items listed on the Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

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

A. Resolution No. R-28-08: A Resolution Awarding Quick Response Contract (Contract QR-8/08)

(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—2 County + 3 Muni+2=7)

B. Resolution No. R-29-08: A Resolution Approving and Ratifying Certain Contract Change Orders at the June 12, 2008, 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—2 County + 3 Muni+2=7)

C. Resolution No. R-30-08: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the June 12, 2008, 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—2 County + 3 Muni+2=7)

D. Resolution R-32-08: A Resolution Approving and Authorizing the Execution of a Fifth Amendment to the Contract for Design of Concrete Reservoirs and Other Improvements at the DuPage Pump Station

(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—2 County + 3 Muni+2=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).

XII. Old Business

- Summary of Action Taken Since Previous Meeting

XIII. New Business

XIV. 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—2 County + 3 Muni+2=7)

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of $20,154.37 subject to submission of all contractually required documentation (Roll Call).

XV. Executive Session

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

RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), and/or 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).

XVI. Adjournment

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

DRAFT

MINUTES OF A MEETING OF THE DuPAGE WATER COMMISSION HELD ON THURSDAY, MAY 8, 2008 600 E. BUTTERFIELD ROAD ELMHURST, ILLINOIS

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

Commissioners in attendance: E. Chaplin, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, G. Wilcox, and L. Rathje

Commissioners Absent: W. Maio, W. Mueller, J. Vrdolyak, and D. Zeilenga

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

Chairman Rathje presented Joseph Mox, a Senior Technician in the Pipeline Department, with a 15 year anniversary recognition certificate.

PUBLIC COMMENTS

Laurel Bowen, 829 Clyde Drive, Downers Grove, Illinois, read from a prepared statement that was distributed to all Commissioners at the meeting, noting her concerns with Commissioner absences and the proposed electrical back up generation projects.

In regards to Ms. Bowen's comments with respect to Commissioner absences, the Commissioners strongly objected to Ms. Bowen's misinformed characterizations of the reasons for those absences, adding that the most distorted characterization was directed at a long-serving Commissioner with the finest attendance record.

In regards to Ms. Bowen's comments with respect to the back up generation projects, Commissioner Hartwig noted that staff and the Board had spent well over one year investigating and evaluating various alternatives for minimizing disruptions to the water supply during electrical power outages. Commissioner Hartwig also objected to Ms. Bowen's implication that the Board was not being objective or reasonable in making its determination to proceed with the back up generation projects.

APPROVAL OF MINUTES

Commissioner Poole moved to approve the Minutes of the April 10, 2008 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Saverino 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 April 2008 which showed receipts of $5,632,288.00, disbursements of $4,759,567.00, and a cash and investment balance of $81,212,762.00.

Commissioner Mathews moved to accept the April 2008 Treasurer's Report. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Reported by Commissioner Hartwig

Commissioner Hartwig reported that the Administration Committee reviewed and recommended for approval Resolution No. R-25-08, which would codify and incorporate the April 10, 2008, amendment to the Commission's Tuition Reimbursement Policy (limiting reimbursement to $4,000.00 per employee per fiscal year) into the Personnel Manual.

Engineering & Construction Committee – Reported by Commissioner Wilcox

Although there was no meeting due to lack of a quorum, Commissioner Wilcox reported the Committee members present discussed the Village of Woodridge's request to use a portion of the Commission's excess property at Tank Site #4 for material and equipment storage. Commissioner Wilcox added that it was the consensus of the Committee members present that staff move forward with negotiating an intergovernmental agreement with Woodridge that could serve as a model for other potential users of excess Commission property. General Manager Martin noted that, upon completion of the negotiations, the proposed agreement would be presented to the Board for further review and consideration.

Finance Committee – Reported by Commissioner Poole

Although there was no meeting due to lack of a quorum, Commissioner Poole reported that the Finance Committee reviewed and recommended for approval all items listed on the Finance Committee agenda. With respect to the proposed Vehicle Replacement Program, Commissioner Poole noted that he discussed the matter with Naperville's Fleet Management Consultant and the Commission's proposed policy was more restrictive than Naperville's.

After General Manager Martin confirmed for Commissioner Chaplin that he would delay replacing his Commission vehicle until the proposed policy standards for replacement were satisfied, Commissioner Mathews moved to adopt the Vehicle Replacement Program as set forth in the Financial Administrator's memorandum to the General

Manger dated March 31, 2008, and included in the May Board Meeting materials. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Wilcox cautioned that the policy should serve only as a guideline and each circumstance depends upon the issues involved.

After Commissioner Chaplin inquired as to whether there were any policies in place to ensure vehicles are being properly maintained, General Manager Martin advised that vehicle maintenance is part of the Asset Management Program and Staff Attorney Crowley advised that employee regulations regarding the proper use and maintenance of Commission vehicles are contained within the Personnel Manual.

In response to Commissioner Chaplin's question concerning the purchasing procedures for Commission vehicles, Staff Attorney Crowley advised that so long as the purchase was included in the Management Budget Ordinance adopted the Board, the Commission received at least two sealed proposals for purchases in excess of $20,000.00, and the price did not exceed the amount budgeted, further Board approval would not be required. General Manager Martin added that a tabulation of all such quotations received would be provided to the Board.

CHAIRMAN'S REPORT

None

MAJORITY OMNIBUS VOTE AGENDA

Commissioner Murphy requested that Resolution No. R-25-08 be removed from the Majority Omnibus Vote Agenda for separate consideration.

Commissioner Murphy moved to adopt Resolution No. R-22-08: A Resolution Appointing Authorized Broker/Dealers of Securities. Seconded by Commissioner Chaplin and unanimously approved by a Roll Call Vote:

Majority Omnibus Vote

Ayes: L. Chaplin, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, G. Wilcox, and L. Rathje

Nays: None

Absent: W. Maio, W. Mueller, J. Vrdolyak, and D. Zeilenga

Commissioner Hartwig moved to adopt Resolution No. R-25-08: A Resolution Amending the Personnel Manual. Seconded by Commissioner Chaplin and failed for lack of an approving majority.

Ayes: L. Chaplin, L. Hartwig, G. Mathews, A. Poole, F. Saverino, and G. Wilcox

Nays: W. Murphy and L. Rathje

Absent: W. Maio, W. Mueller, J. Vrdolyak, and D. Zeilenga

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

Commissioner Chaplin requested that Resolution Nos. R-26-08 and R-27-08 be removed from the Majority Omnibus Vote Agenda for separate consideration, and Chairman Rathje requested that Resolution Nos. R-23-08 and R-24-08 be removed from the Majority Omnibus Vote Agenda for separate consideration.

Commissioner Hartwig moved to adopt Resolution No. R-23-08: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the May 8, 2008, DuPage Water Commission Meeting. Seconded by Commissioner Poole and unanimously approved by a Roll Call Vote:

Ayes: L. Chaplin, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, G. Wilcox, and L. Rathje

Nays: None

Absent: W. Maio, W. Mueller, J. Vrdolyak, and D. Zeilenga

Commissioner Murphy moved to adopt Resolution No. R-24-08: A Resolution Approving and Ratifying Certain Contract Change Orders at the May 8, 2008, DuPage Water Commission Meeting. Seconded by Commissioner Mathews and unanimously approved by a Roll Call Vote:

Ayes: L. Chaplin, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, G. Wilcox, and L. Rathje

Nays: None

Absent: W. Maio, W. Mueller, J. Vrdolyak, and D. Zeilenga

Commissioner Mathews moved to adopt Resolution No. R-26-08: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Electrical Generation Facility and Office/Garage Expansion for the DuPage Pumping Station. Seconded by Commissioner Poole.

Before the vote was called, Commissioner Wilcox inquired why Resolution No. R-26-08 was listed under the Super/Special Majority Vote when the Commission would not be awarding the contract but only directing its advertisement. Staff Attorney Crowley explained that, in accordance with past practice, the Resolution was listed under the Super/Special Majority Vote on the theory that if the project could not garner the special

majority vote required for an award, then why proceed with advertisement. After Commissioner Wilcox noted that opinions might change depending upon the amount of the bids received, the motion was approved by a Roll Call Vote:

Ayes: L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, G. Wilcox, and L. Rathje

Nays: E. Chaplin

Absent: W. Maio, W. Mueller, J. Vrdolyak, and D. Zeilenga

Commissioner Murphy moved to adopt Resolution No. R-27-08: A Resolution Approving and Authorizing the Execution of a SafetyLogic Access Agreement between the DuPage Water Commission and Safetylogic.com, Inc. for Access to MSDS Management and Online Employee Training Applications. Seconded by Commissioner Poole.

Before the vote was called, Commissioner Chaplin requested a list of the approximately 600 chemicals involved and asked for an explanation of the material safety data sheets (MSDS) management services to be provided by Safetylogic.com, Inc. Safety Coordinator Bostick advised that the company will not only provide web based access to images of each manufacturer's MSDS's, which often vary in form, but also re-key the data sheets into a uniform format for ease of locating relevant information and for text searching. In addition, Safety Coordinator Bostick advised that the company will provide the 30-year archive of MSDS's required by OSHA, automatic updates associated with any formula changes, and the ability to generate labels containing the required PPE, proper use, and emergency response instructions for chemicals that may be transferred into temporary containers during work processes. After Staff Attorney Crowley confirmed for Commissioner Wilcox that the contract did not relate to professional services within the meaning of the Commission's By-Laws, and Safety Coordinator Bostick advised that the requested list of chemicals would be provided, the motion was unanimously approved by a Roll Call Vote:

Ayes: L. Chaplin, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, G. Wilcox, and L. Rathje

Nays: None

Absent: W. Maio, W. Mueller, J. Vrdolyak, and D. Zeilenga

OLD BUSINESS

Commissioner Chaplin asked when the report on the Water Conservation meeting would be provided to the Board. General Manager Martin apologized for the delay and noted that the report would be provided shortly.

NEW BUSINESS

Commissioner Murphy moved to suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 10633 in the amount of $42,968.00 to Joliet Junior College. Seconded by Commissioner Mathews.

After General Manager Martin advised that there was a mathematical error in the dollar amount listed for Purchase Order Number 10633, Commissioner Murphy amended his motion, with the consent of the seconder, to reference the correct dollar amount of $49,798.00.

Before the vote was called, Safety Coordinator Bostick advised, in response to Commissioner Chaplin's question, that the employees participating in the safety training at Joliet Junior College would be split into two groups, with one group attending during the day on Tuesdays and the other group attending during the day on Thursdays.

There being no further discussion, the amended motion to suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 10633 in the amount of $49,798.00 to Joliet Junior College was unanimously approved by a Roll Call Vote:

Ayes: L. Chaplin, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, G. Wilcox, and L. Rathje

Nays: None

Absent: W. Maio, W. Mueller, J. Vrdolyak, and D. Zeilenga

Before moving to the next Agenda item, Commissioner Wilcox informed the Board that he had contacted DuPage County Board Chairman Robert Schillerstrom and asked not to be reappointed to serve another term on the Board due to work obligations. Commissioner Wilcox advised, however, that he will continue serving as a Board member until a new Commissioner is appointed to replace him.

ACCOUNTS PAYABLE

Commissioner Hartwig moved to approve the Accounts Payable in the amount of $4,047.00 subject to submission of all contractually required documentation. Seconded by Commissioner Murphy.

Before the vote was called, Commissioner Chaplin questioned the large cost for office supplies, noting that with a $3,600.00 expenditure in April, a $1,600.00 expenditure in May seemed unusual. After General Manager Martin noted he would have to get back to her with an answer, Commissioner Chaplin questioned the uniform expenditures. After General Manager Martin explained that the expenditures represented the last, or close to last, purchases of the new flame resistant, NFPA 70E compliant work wear approved by the Board, the motion was unanimously approved by a Roll Call Vote:

Ayes: L. Chaplin, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, G. Wilcox, and L. Rathje

Nays: None

Absent: W. Maio, W. Mueller, J. Vrdolyak, and D. Zeilenga

EXECUTIVE SESSION

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

Ayes: L. Chaplin, L. Hartwig, G. Mathews, W. Murphy, A. Poole, F. Saverino, G. Wilcox, and L. Rathje

Nays: None

Absent: W. Maio, W. Mueller, J. Vrdolyak, and D. Zeilenga

The Board went into Executive Session at 8:20 P.M.

Commissioner Wilcox moved to come out of Executive Session at 8:58 P.M. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Wilcox moved to adjourn the meeting at 9:00 P.M. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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DU PAGE WATER COMMISSION
TREASURE'S REPORT
STATEMENT OF REVENUES & EXPENDITURES
May 31, 2008

	CURRENT MONTH			YEAR TO DATE		
	FY 2008	FY 2008	INC - (DEC)	FY 2009	FY 2008	INC - (DEC)
REVENUE						
WATER SALES	$ 3,232,653	3,243,792	(11,139)	3,232,653	3,243,792	(11,139)
SALES TAX	2,528,015	2,575,721	(47,706)	2,528,015	2,575,721	(47,706)
INVESTMENT INCOME	199,158	204,383	(5,225)	199,158	204,383	(5,225)
OTHER INCOME	-	-	-	-	-	-
TOTAL REVENUE	5,959,826	6,023,896	(64,070)	5,959,826	6,023,896	(64,070)
EXPENDITURES						
PERSONAL SERVICES	297,960	231,436	66,524	297,960	231,436	66,524
PROFESSIONAL SERVICES	15,006	38,750	(23,744)	15,006	38,750	(23,744)
CONTRACTUAL SERVICES	9,410	444	8,966	9,410	444	8,966
INSURANCE	18,092	7,540	10,552	18,092	7,540	10,552
WATER SUPPLY COSTS	3,700,709	3,233,598	467,111	3,700,709	3,233,598	467,111
BOND PRINCIPAL & INTEREST EXPENSE	11,707,843	11,490,093	217,750	11,707,843	11,490,093	217,750
LAND AND RIGHT OF WAY			-	-		-
CAPITAL EQUIPMENT PURCHASES	89,015	45,722	43,293	89,015	45,722	43,293
TOTAL EXPENDITURES	15,838,035	15,047,583	790,452	15,838,035	15,047,583	790,452
TRANSFER TO OTHER GOVERNMENTS	-			-	-	
NET INCREASE / (DECREASE) IN FUNDS	(9,878,209)	(9,023,687)	(854,522)	(9,878,209)	(9,023,687)	(854,522)

FUNDS CONSIST OF	May 31, 2008	May 31, 2007	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT MB FINANCIAL LOCK BOX	4,202	211,480	(207,278)
CASH AT HARRIS BANK	61,920	178,825	(116,905)
TOTAL CASH	74,448	398,631	(324,183)

	May 31 2008	May 31, 2007				% CHANGE
ILLINOIS FUNDS MONEY MARKET	22.84%	26.92%	16,289,889	25,456,913	(9,167,024)	-36.0%
ILLINOIS FUNDS PRIME FUND	25.49%	28.95%	18,187,282	27,376,776	(9,189,494)	-33.6%
GOVERNMENT MONEY MARKET FUNDS	0.01%	0.95%	5,318	896,755	(891,437)	-99.4%
U. S. TREASURY INVESTMENTS	22.93%	15.16%	16,362,126	14,338,037	2,024,089	14.1%
U. S. AGENCY INVESTMENTS	0.00%	0.00%	-	-	-	0.0%
CERTIFICATES OF DEPOSIT	28.73%	28.02%	20,500,000	26,500,000	(6,000,000)	-22.6%
TOTAL INVESTMENTS	100.00%	100.00%	71,344,615	94,568,481	(23,223,866)	
TOTAL FUNDS			71,419,063	94,967,112	(23,548,049)	

UNRESTRICTED FUNDS	24,637,315	50,235,050	(25,597,735)
RESTRICTED FUNDS	46,781,748	44,732,062	2,049,686
TOTAL FUNDS	71,419,063	94,967,112	(23,548,049)

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

DATE: June 6, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Finance
ITEM	Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2008 and Ending April 30, 2009 Ordinance No. O-5-08	**APPROVAL**	

Account No.: N/A

Ordinance No. O-5-08 would approve and adopt the Combined Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2008 and Ending April 30, 2009 as required by the Commission's By-Laws and the Illinois Municipal Budget Law (50 ILCS 330/1 *et seq.*). The Combined Annual Budget and Appropriation Ordinance is based upon the preliminary Combined Annual Budget and Appropriation Ordinance that was made available for public inspection in tentative form as of May 12, 2008, and distributed to the Board on June 6, 2008.

MOTION: To approve Ordinance No. O-5-08.

DRAFT

DuPAGE WATER COMMISSION

ORDINANCE NO. O-5-08

ANNUAL BUDGET AND APPROPRIATION ORDINANCE FOR THE
FISCAL YEAR COMMENCING MAY 1, 2008 AND ENDING APRIL 30, 2009

BE IT ORDAINED by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, as follows:

SECTION ONE: That the following sums are authorized by law and the same are hereby appropriated for the Water Fund, the Revenue Bond Construction Fund, the Corporate Fund and the Arbitrage Rebate Fund of the DuPage Water Commission, for the objects and purposes hereinafter specified during the fiscal year commencing May 1, 2008 and ending April 30, 2009 and that the sums of money hereinafter set forth are deemed necessary to defray all necessary expenses and liabilities of the DuPage Water Commission for said period:

DU PAGE WATER COMMISSION
APPROPRIATION ORDINANCE
MAY 1, 2008 TO APRIL 30, 2009

ACCT #	ACCOUNT TITLE	BUDGET/ APPROPRIATION AMOUNT
	WATER FUND REVENUES	
01-5000	OPERATIONS & MAINTENANCE PAYMENTS	40,605,758
01-5110	FIXED COST PAYMENTS	7,144,719
01-5120	SUBSEQUENT CUSTOMER RATE DIFFERENTIAL	935,362
01-5130	EMERGENCY WATER SERVICE	13,111
01-5140	PROPERTY TAXES	0
01-5300	SALES TAXES	36,268,083
01-5810	INTEREST INCOME FROM INVESTMENTS	4,446,791
01-5900	OTHER INCOME	2,500
	TOTAL WATER FUND REVENUES	89,416,324
	WATER FUND EXPENDITURES	
01-1700	COST OF FIXED ASSETS ACQUIRED	34,820,974
01-2191	LEGISLATIVE TRANSFER PAYABLE TO DU PAGE COUNTY	0
01-2350	GENERAL OBLIGATION BOND PRINCIPAL PAYMENTS	11,250,000
01-2341	REVENUE BOND PRINCIPAL PAYMENTS	9,580,000
01-60-6000	CUSTOMER REBATES	0
01-60-6110	SALARIES OF COMMISSION PERSONNEL	3,333,379
01-60-6121	COST OF PENSION PROGRAM	899,046
01-60-6122	COST OF MEDICAL/LIFE INSURANCE BENEFITS	741,963
01-60-6123	COST OF FEDERAL PAYROLL TAXES	257,841
01-60-6128	STATE UNEMPLOYMENT TAX EXPENSE	5,750
01-60-6131	COST OF TRAVEL FOR MEETINGS & INSPECTIONS	11,500
01-60-6132	COST OF PERSONNEL TECHNICAL TRAINING	57,500
01-60-6133	STAFF PROFESSIONAL DEVELOPMENT EXPENSES	99,563
01-60-6191	PERSONNEL RECRUITING EXPENSES	44,875
01-60-6210	WATER CONSERVATION	400,000
01-60-6232	COST OF BOND ISSUE ADVISORY SERVICES	0
01-60-6233	COST OF TRUST SERVICES	49,156
01-60-6239	ARBITRAGE REBATE CALCULATION SERVICES EXPENSES	2,750
01-60-6251	COST OF GENERAL COUNSEL SERVICES	112,500
01-60-6252	COST OF BOND COUNSEL SERVICES	2,500
01-60-6253	COST OF SPECIAL COUNSEL SERVICES	75,000
01-60-6258	LEGAL NOTICE PUBLICATION EXPENSES	6,250
01-60-6259	OTHER LEGAL SERVICES	31,250
01-60-6260	COST OF AUDIT SERVICES	85,521
01-60-6280	CONSULTING SERVICES	368,750
01-60-6290	CONTRACTUAL SERVICES	336,486
01-60-6411	COST OF GENERAL LIABILITY INSURANCE	117,827
01-60-6412	COST OF PUBLIC OFFICIAL'S LIABILITY INSURANCE	102,928
01-60-6413	COST OF TEMPORARY CONSTRUCTION BONDS	940
01-60-6414	COST OF ENGINEER'S LIABILITY INSURANCE	0
01-60-6415	COST OF WORKER'S COMPENSATION INSURANCE	128,644
01-60-6416	COST OF UMBRELLA LIABILITY INSURANCE COVERAGE	118,798
01-60-6417	COST OF ALL RISK-BUILDER'S INSURANCE	0
01-60-6421	COST OF PROPERTY INSURANCE	527,800
01-60-6422	COST OF AUTOMOBILE INSURANCE	19,500
01-60-6491	COST OF SELF INSURED CLAIMS	65,000

DU PAGE WATER COMMISSION
APPROPRIATION ORDINANCE
MAY 1, 2008 TO APRIL 30, 2009

ACCT #	ACCOUNT TITLE	BUDGET/ APPROPRIATION AMOUNT
01-60-6510	BUILDING ELECTRIC COSTS	0
01-60-6513	GAS UTILITY EXPENSES	50,250
01-60-6514	COMMUNICATION SYSTEMS	86,100
01-60-6520	ADMINISTRATIVE SUPPLIES	0
01-60-6521	OFFICE SUPPLIES	43,625
01-60-6522	PURCHASE OF BOOKS & PUBLICATIONS	17,296
01-60-6531	PRINTING EXPENSES	15,500
01-60-6532	POSTAGE & DELIVERY	37,500
01-60-6540	PROFESSIONAL DUES	29,279
01-60-6550	COST OF REPAIRS AND MAINT. OF OFFICE EQUIPMENT	27,449
01-60-6560	REPAIRS AND MAINTENANCE OF BUILDINGS	767,800
01-60-6580	COMPUTER SOFTWARE	45,000
01-60-6590	SOFTWARE MAINTENANCE	55,375
01-60-6591	OTHER ADMINISTRATIVE EXPENSES	32,750
01-60-6611	COST OF WATER PURCHASES	73,576,228
01-60-6612	ELECTRIC UTILITY EXPENSES	4,431,250
01-60-6613	PURCHASE OF WATER CHEMICALS	37,500
01-60-6614	COST OF WATER TESTING	30,938
01-60-6620	PUMP STATION OPERATIONS	606,688
01-60-6630	COST OF REPAIRS AND MAINTENANCE OF PIPELINES	3,214,000
01-60-6640	COST OF REPAIRS AND MAINT. OF VEHICLES & EQUIPMENT	114,598
01-60-6721	GENERAL OBLIGATION BOND INTEREST PAYMENTS	2,013,368
01-60-6722	REVENUE BOND INTEREST PAYMENTS	6,446,598
01-60-6800	LAND AND RIGHT-OF-WAY ACQUISITION COSTS	32,500
01-60-6850	COST OF FURNITURE & EQUIPMENT PURCHASES	554,400
01-60-6860	COST OF MOTOR VEHICLES PURCHASES	135,000
01-60-6920	WATER MAIN DEPRECIATION	5,696,259
01-60-6930	WATER BUILDING DEPRECIATION	2,552,181
01-60-6952	EQUIPMENT DEPRECIATION	137,750
01-60-6956	PUMPING EQUIPMENT DEPRECIATION	224,340
01-60-6960	VEHICLE DEPRECIATION	96,875
01-60-7110	CONSTRUCTION OF WATER METERING STATIONS	0
01-60-7210	CONSTRUCTION OF DU PAGE PUMPING STATION	18,282,000
01-60-7410	CONSTRUCTION OF WATER SYSTEM STORAGE	0
01-60-7510	CONSTRUCTION OF WATER TRANSMISSION MAINS	0
01-60-7610	CONSTRUCTION OF WATER FEEDER MAINS	0
01-60-7610	CONSTRUCTION OF STANDPIPE IMPROVEMENTS	0
01-60-7919	SYSTEM DISINFECTION AND START UP EXPENSES	0
01-60-7910	COST OF CONSTRUCTION ENGINEERING	0
01-60-7920	COST OF CONSTRUCTION PROFESSIONAL SERVICES	0
01-60-7920	COST OF CONSTRUCTION LEGAL SERVICES	60,000
01-60-7940	COST OF CONSTRUCTION MATERIAL TESTING SERVICES	0
01-60-7970	COST OF CONSTRUCTION RIGHTS-OF-WAY AND EASEMENTS	2,000
01-60-7950	COST OF CAPITALIZED FIXED ASSETS	0
01-60-7990	CONTINGENCY	0
01-60-8200	CONSTRUCTION OF CHICAGO PUMPING STATION	19,599,000
	TOTAL WATER FUND EXPENDITURES	202,705,388
	WATER FUND REVENUE OVER (UNDER) EXPENDITURES	(113,289,064)
	AVAILABLE WATER FUND BALANCES 05/01/2008	113,289,064
	AVAILABLE WATER FUND BALANCES 04/30/2009	0

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

SECTION THREE: This Ordinance shall be available for public inspection at the office of the DuPage Water Commission.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2008

_____
Chairman

ATTEST:

_____
Clerk

Board/Ordinances/O-5-08.doc

DATE: June 6, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	General Manager's Office
ITEM	An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County Ordinance No. O-6-08	**APPROVAL**	

Attached is "An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County." This Ordinance is adopted annually by the Commission. This Ordinance establishes the prevailing rate of wages for various construction trades working on Commission public works construction projects. The prevailing rate of wages included in this Ordinance have been obtained from the Illinois Department of Labor. The Commission includes a copy of its then current prevailing wage ordinance in all of its public works construction specifications.

Once adopted by the Commission, and as required by law, a certified copy of this Ordinance will be filed with both the Secretary of State and the Department of Labor of the State of Illinois. The Commission will also publish a notice of the adoption of the Ordinance in a newspaper of general circulation within the area, within thirty (30) days following its adoption.

MOTION: To adopt Ordinance No. O-6-08.

DRAFT

DuPAGE WATER COMMISSION

ORDINANCE NO. O-6-08

AN ORDINANCE DETERMINING THE
PREVAILING RATE OF WAGES IN
DuPAGE COUNTY AND COOK COUNTY

WHEREAS, the State of Illinois has enacted "An Act Regulating Wages of Laborers, Mechanics and Other Workers Employed in Any Public Works by the State, County, City or Any Public Body or Any Political Subdivision or By Anyone Under Contract for Public Works," approved June 26, 1941, as amended, being Act 130 (Prevailing Wage Act), of Chapter 820 (Employment), of the Illinois Compiled Statutes, 820 ILCS 130/0.01 et seq. (the "Act"); and

WHEREAS, the Act requires that the DuPage Water Commission investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the localities of DuPage County and Cook County employed in the construction of public works for the DuPage Water Commission; and

WHEREAS, "locality" is defined in the Act as the County where the physical work upon public works is performed and the public works of the DuPage Water Commission will be performed in both DuPage and Cook County;

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

SECTION ONE: To the extent and as required by the Act, the general prevailing rate of wages in DuPage County for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the DuPage Water Commission, which physical work is being performed on public works in DuPage County, is hereby ascertained to be the same as the prevailing rate of wages for

construction work in the DuPage County area as determined by the Department of Labor of the State of Illinois as of June 2008. A copy of that determination is attached hereto, and by this reference incorporated herein, as Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages in DuPage County by the Department of Labor of the State of Illinois shall supersede the Department's June determination and shall apply to any and all public works construction in DuPage County undertaken by the Commission.

SECTION TWO: To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the DuPage Water Commission, which physical work is being performed on public works in Cook County, is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of June 2008. A copy of that determination is attached hereto, and by this reference incorporated herein, as Exhibit B. As required by the Act, any and all revisions of the prevailing rate of wages in Cook County by the Department of Labor of the State of Illinois shall supersede the Department's June determination and shall apply to any and all public works construction in Cook County undertaken by the Commission.

SECTION THREE: The definition of any terms appearing in this Ordinance that are also used in the Act shall be the same as in the Act. Nothing herein contained shall be construed to apply the general prevailing rate of wages for DuPage County and for Cook County as herein ascertained to any work or employment except public works

construction of the DuPage Water Commission conducted in DuPage County and Cook County, respectively, to the extent required by the Act.

SECTION FOUR: The Clerk of the DuPage Water Commission shall publicly post or keep available for inspection by any interested party in the main office of the DuPage Water Commission this determination of the prevailing rate of wages for DuPage County and for Cook County.

SECTION FIVE: The General Manager is hereby directed to:

(a) promptly file, no later than July 15, 2008, a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois;

(b) cause to be published in a newspaper of general circulation within the area a notice of the adoption of this Ordinance, within thirty (30) days of its filing with the Secretary of State and the Department of Labor of the State of Illinois, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body;

(c) mail a copy of this determination to any employer, to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rate; and

(d) attach a copy of this determination or of the revised determination of prevailing rate of wages then in effect to all public works construction contract specifications.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Ordinances/O-6-08.doc

EXHIBIT A

Du Page County Prevailing Wage for June 2008

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		34.750	35.250	1.5	1.5	2.0	8.830	6.170	0.000	0.270
ASBESTOS ABT-MEC		BLD		26.180	27.930	1.5	1.5	2.0	8.760	6.410	0.000	0.310
BOILERMAKER		BLD		39.450	43.000	2.0	2.0	2.0	6.720	8.490	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON		ALL		36.000	38.000	2.0	1.5	2.0	6.950	10.95	0.000	0.180
CERAMIC TILE FNSHER		BLD		30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340
COMMUNICATION TECH		BLD		31.000	33.100	1.5	1.5	2.0	7.300	11.11	0.000	0.470
ELECTRIC PWR EQMT OP		ALL		29.180	37.490	1.5	1.5	2.0	4.750	8.180	0.000	0.220
ELECTRIC PWR GRNDMAN		ALL		22.610	37.490	1.5	1.5	2.0	4.750	6.330	0.000	0.170
ELECTRIC PWR LINEMAN		ALL		34.710	37.490	1.5	1.5	2.0	4.750	9.720	0.000	0.260
ELECTRIC PWR TRK DRV		ALL		23.350	37.490	1.5	1.5	2.0	4.750	6.540	0.000	0.180
ELECTRICIAN		BLD		34.250	37.680	1.5	1.5	2.0	8.300	13.15	3.770	0.510
ELEVATOR CONSTRUCTOR		BLD		43.925	49.420	2.0	2.0	2.0	8.775	6.960	2.640	0.000
FENCE ERECTOR	NE	ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
FENCE ERECTOR	W	ALL		38.120	40.030	2.0	2.0	2.0	8.140	14.49	0.000	0.230
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.690
HT/FROST INSULATOR		BLD		37.400	39.150	1.5	1.5	2.0	8.760	10.11	0.000	0.310
IRON WORKER	E	ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
IRON WORKER	W	ALL		38.120	40.030	2.0	2.0	2.0	8.140	14.49	0.000	0.230
LABORER		ALL		34.750	35.500	1.5	1.5	2.0	8.830	6.170	0.000	0.270
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		24.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MATERIALS TESTER II		ALL		29.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER	E	ALL		39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
ORNAMNTL IRON WORKER	W	ALL		38.120	40.030	2.0	2.0	2.0	8.140	14.49	0.000	0.230
PAINTER		ALL		37.830	39.830	1.5	1.5	1.5	6.750	6.750	0.000	0.500
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER		BLD		37.260	39.260	1.5	1.5	2.0	8.950	9.990	0.000	1.000
PLASTERER		BLD		32.000	33.500	1.5	1.5	2.0	6.450	6.770	0.000	0.570
PLUMBER		BLD		37.260	39.260	1.5	1.5	2.0	8.950	9.990	0.000	1.000
ROOFER		BLD		35.000	38.000	1.5	1.5	2.0	6.800	3.870	0.000	0.330
SHEETMETAL WORKER		BLD		38.210	40.210	1.5	1.5	2.0	7.300	8.870	0.000	0.640
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	E	ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
STEEL ERECTOR	W	ALL		38.120	40.030	2.0	2.0	2.0	8.140	14.49	0.000	0.230
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000	0.280
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000	0.480
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER		ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150

TRUCK DRIVER	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD		36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in

the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all mateiral that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installatin of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and experiors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and experior which sare installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION
Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics

Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Fortlist Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300

ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).
Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION
Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted): Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

EXHIBIT B

Cook County Prevailing Wage for June 2008

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		34.750	35.250	1.5	1.5	2.0	8.830	6.170	0.000	0.270
ASBESTOS ABT-MEC		BLD		26.180	27.930	1.5	1.5	2.0	8.760	6.410	0.000	0.310
BOILERMAKER		BLD		39.450	43.000	2.0	2.0	2.0	6.720	8.490	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON		ALL		39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000	0.170
CERAMIC TILE FNSHER		BLD		30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340
COMM. ELECT.		BLD		33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRIC PWR GRNDMAN		ALL		29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000	0.220
ELECTRIC PWR LINEMAN		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRICIAN		ALL		37.800	40.400	1.5	1.5	2.0	10.00	7.650	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		43.925	49.420	2.0	2.0	2.0	8.775	6.960	2.640	0.000
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.690
HT/FROST INSULATOR		BLD		37.400	39.150	1.5	1.5	2.0	8.760	10.11	0.000	0.310
IRON WORKER		ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
LABORER		ALL		34.750	35.500	1.5	1.5	2.0	8.830	6.170	0.000	0.270
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		24.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MATERIALS TESTER II		ALL		29.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		FLT	1	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY	1	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
PAINTER		ALL		35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000	0.420
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER		BLD		36.100	38.270	1.5	1.5	2.0	7.000	7.740	0.000	0.400
PLUMBER		BLD		41.000	43.000	1.5	1.5	2.0	8.840	5.560	0.000	0.980
ROOFER		BLD		35.000	38.000	1.5	1.5	2.0	6.800	3.870	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000	0.280
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000	0.480
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150

TRUCK DRIVER	E	ALL	4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in

the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all mateiral that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installatin of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and experiors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and experior which sare installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall,

slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION
Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted): Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not

listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

DATE: June 6, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Instrumentation/ Remote Facilities Pipeline
ITEM	A Resolution Approving and Authorizing the Execution of a Consent Agreement between the DuPage Water Commission, the Village of Roselle, and RTG-Roselle Main Street Station, LLC Regarding the Main Street Station Development Resolution No. R-31-08	**APPROVAL**	

Account Number: N/A

The Commission obtained an easement from Metra's predecessor in title for the for the use, operation, and maintenance of its North Transmission Mains and related attachments, equipment, and appurtenances. Pursuant to the easement agreement, the Commission's consent is required before the easement may be obstructed.

After the Commission obtained its easement from Metra's predecessor in title, the Village obtained a license from Metra for parking facilities needed to serve the Main Street Station development, and the Village is now proposing to sub-license a portion of the licensed property to RTG-Roselle Main Street Station, LLC (RTG) in connection with the development of a Bank and a Starbucks, both with drive-thru facilities.

Resolution No. R-31-08 would authorize the execution of an agreement with the Village and RTG consenting to the obstruction of the Commission's easement subject to certain terms and conditions.

MOTION: To approve Resolution No. R-31-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-31-08

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A CONSENT AGREEMENT BETWEEN
THE DuPAGE WATER COMMISSION, THE VILLAGE OF ROSELLE,
AND RTG-ROSELLE MAIN STREET STATION, LLC REGARDING
THE MAIN STREET STATION DEVELOPMENT

WHEREAS, as part of the Main Street Station development in the Village of Roselle (the "Village"), the Village obtained a license from the Commuter Rail Division of the Regional Transportation Authority ("Metra") for parking facilities needed to serve the development (the "Roselle Parking Facilities"); and

WHEREAS, pursuant to an Easement Agreement dated June 11, 1987, and recorded June 23, 1997, as Document No. R-87-091800 in the office of the Recorder of Deeds of DuPage County, Illinois (the "Easement Agreement"), the Commission was granted a perpetual easement and right-of-way for the use, operation, and maintenance of water transmission mains and related attachments, equipment, and appurtenances thereto (the "Pipeline Facilities") in, upon, under, along, and across certain property now owned by Metra, which property includes the property upon which the Parking Facilities were built (the "Subject Property"); and

WHEREAS, the Village is proposing to sub-license a portion of the Subject Property to RTG-Roselle Main Street Station, LLC ("RTG") in connection with the development of a Bank and Starbucks facilities, including drive-thru facilities and other site improvements, within a portion of the Subject Property (the "Bank/Starbucks Facilities"); and

WHEREAS, pursuant to the Easement Agreement, the Subject Property may not be disturbed, damaged, destroyed, injured, or obstructed without the express written consent of the Commission; and

WHEREAS, the Village and RTG requested that the Commission consent to the construction, operation, and maintenance of the Roselle Parking Facilities and the Bank/Starbucks Facilities within the Subject Property (the Roselle Parking Facilities and the Bank/Starbucks Facilities hereinafter collectively referred to as the "Encroachments"); and

WHEREAS, subject to certain terms, conditions, and limitations, the Commission is willing to consent to the construction, operation, and maintenance of the Encroachments within the Subject Property;

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: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute a Consent Agreement between the Commission, the Village, and RTG 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; provided, however, that the Consent Agreement shall not be so executed nor attested on behalf of the Commission unless and until the General Manager shall have been presented with

copies of the Consent Agreement executed by the Village and RTG. Upon execution by the General Manager, the Consent Agreement between the Commission, the Village, and RTG, and all things provided for therein, shall be deemed accepted by the Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

EXHIBIT 1

CONSENT AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2008, by and between the DuPAGE WATER COMMISSION, a public corporation, political subdivision, and unit of local government created and existing under the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq. (the "Commission"), the VILLAGE OF ROSELLE, a municipal corporation created and existing under the laws of the State of Illinois (the "Village"), and RTG-ROSELLE MAIN STREET STATION, LLC, an Illinois limited liability company ("RTG"),

WITNESSETH:

WHEREAS, as part of the Main Street Station development in the Village, the Village obtained a license from the Commuter Rail Division of the Regional Transportation Authority ("Metra") for parking facilities needed to serve the development (the "Roselle Parking Facilities"); and

WHEREAS, pursuant to an Easement Agreement dated June 11, 1987, and recorded June 23, 1997, as Document No. R-87-091800 in the office of the Recorder of Deeds of DuPage County, Illinois (the "Easement Agreement"), the Commission was granted a perpetual easement and right-of-way for the use, operation, and maintenance of water transmission mains and related attachments, equipment, and appurtenances thereto (the "Pipeline Facilities") in, upon, under, along, and across certain property now owned by Metra, which property includes the property upon which the Parking Facilities were built (the "Subject Property"); and

WHEREAS, the Village is proposing to sub-license a portion of the Subject Property to RTG in connection with the development of a Bank and Starbucks facilities,

including drive-thru facilities and other site improvements, within a portion of the Subject Property (the "Bank/Starbucks Facilities"); and

WHEREAS, pursuant to the Easement Agreement, the Subject Property may not be disturbed, damaged, destroyed, injured, or obstructed without the express written consent of the Commission; and

WHEREAS, the Village and RTG requested that the Commission consent to the construction, operation, and maintenance of the Roselle Parking Facilities and the Bank/Starbucks Facilities within the Subject Property (the Roselle Parking Facilities and the Bank/Starbucks Facilities hereinafter collectively referred to as the "Encroachments"); and

WHEREAS, subject to certain terms, conditions, and limitations, the Commission is willing to consent to the construction, operation, and maintenance of the Encroachments within the Subject Property; and

WHEREAS, the parties desire to set forth the salient points of their understanding regarding the construction, operation, and maintenance of the Encroachments within the Subject Property;

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

1. Recitals. The foregoing recitals are by this reference incorporated in this Agreement as though fully set forth herein.

2. Consent. Subject to the terms, conditions, and limitations hereinafter set forth, the Commission hereby consents to the construction, operation, and maintenance of the Encroachments within the Subject Property by the Village and its sub-licensee, RTG.

3. Final Plans and Specifications. Unless otherwise approved in writing by the Commission, the Encroachments shall be constructed and installed in strict conformity with the plans and specifications provided by the Village to the Commission, which plans and specifications were prepared by Marchris Engineering, Ltd. and bear a final revision date of June 2, 2003, as modified by the plans and specifications provided by RTG to the Commission, which plans and specifications were prepared by (a) Marchris Engineering, Ltd. and bear a final revision date of October 11, 2007, (b) Ives/Ryan Group, Inc. and bear a final revision date of April 7, 2008, and (c) PPKS Architects and bear a final revision date of May 13, 2008 (the Machris Engineering, Ives/Ryan Group, Inc., and PPKS Architects plans and specifications hereinafter collectively referred to as the "Final Plans"), subject to the following special requirements:

(a) The finished depth of cover over the Pipeline Facilities shall not be less than five feet.

(b) No signal interference with the Commission's remotely-operated valve in the vicinity of the Encroachments shall be caused by the construction, operation, or maintenance of the improvements shown on the Final Plans whether within or adjacent to the Subject Property.

(c) No bollards shall be installed within the Subject Property.

(d) "No Parking" signs shall be installed in the vicinity of the Pipeline Facilities, at locations to be approved in advance by the Commission.

In the event of any conflict between the Final Plans and this Agreement, this Agreement shall control.

No revisions, alterations, addendum, or changes shall be made to the Encroachments as set forth in the Final Plans, and no other improvements or obstructions, including without limitation landscaping, lighting, utility service installations,

etc., shall be constructed, operated, or maintained within the confines of the Easement Premises described in the Easement Agreement, except upon the express prior written consent of the Commission. Any such revisions, alterations, addendum, or changes, and final engineering plans for any such improvement or obstruction, shall be submitted to the Commission for its review and comment. If approved by the Commission, any such revisions, alterations, addendum, or changes, and any such improvements or obstructions, shall be constructed, operated, and maintained subject to the terms and conditions of this Agreement and to any such additional terms and conditions as the Commission may impose in such subsequent written consent.

4. Notice. The Commission shall be advised not less than 48 hours prior to beginning any construction, reconstruction, repair, alteration, removal, or replacement of any of the Encroachments within the Subject Property.

5. Resident Engineer. If requested by the Commission during any construction, reconstruction, repair, alteration, removal, or replacement of any of the Encroachments within the Subject Property, the Village or RTG, as the case may be, shall designate in writing a resident engineer who shall be responsible for providing information to, and responding to inquiries or requests by, the Commission. The Village or RTG, as the case may be, shall provide the Commission with a 24-hour telephone number at which the Commission may contact such resident engineer.

6. Insurance. No construction, reconstruction, repair, alteration, removal, or replacement of any of the Encroachments within the Subject Property shall commence within the Subject Property unless and until the Commission shall have received a Certificate of Insurance evidencing that the Commission has been named as an additional insured on all liability insurance policies issued in connection with such

construction, reconstruction, repair, alteration, removal, or replacement of any of the Encroachments within the Subject Property.

7. Unobstructed Access. The Commission shall have unlimited and unobstructed access to the Pipeline Facilities at all times, including without limitation unobstructed access to the remotely-operated valve cabinet and manhole and the air-release vaults. In furtherance thereof, the Village shall engage the services of a motor vehicle towing company and a snow-plowing company for emergency towing services and for the emergency removal of unnatural accumulations of snow, as the case may be, as may be requested by the Commission on a 24-hour basis, at no cost to the Commission. The Village shall provide the Commission with 24-hour telephone numbers at which the Commission may contact such companies.

8. No Interference. The Encroachments shall be constructed in accordance with sound engineering practices and so as to minimize risks to the integrity and operation of, and interference with the repair and maintenance of, the Pipeline Facilities.

9. Limited Restoration Obligation. Should it be necessary or desirable for the Commission to disturb or remove any portion of the Encroachments constructed as part of the subject development in making use of the easements granted by the Easement Agreement, the Commission shall not be obligated to protect nor restore any such Encroachments, including without limitation pavement, curb, gutter, and underground utility facilities; the Commission's sole obligation being to backfill and compact any excavation.

10. Reservation of Easement Rights. The Commission shall retain and hereby specifically reserves the right to use or occupy the Easement Premises described in, and to the full extent permitted by, the Easement Agreement, including

without limitation operating, maintaining, constructing, reconstructing, repairing, replacing, enlarging, expanding, or removing the Pipeline Facilities, including without limitation electrical, mechanical, pressure sensing, and communication equipment, and the rights of the Village and RTG under this Agreement shall be subordinate to the Commission's easement rights. As such, the Commission may interfere with and/or impede access to the Encroachments in making use of the easements granted by the Easement Agreement, including without limitation parking in front of the remotely-operated valve cabinet or manhole or the air-release vaults as needed to protect Commission personnel working in the vicinity of such Pipeline Facilities and interfering with utility service and access to the drive-thru facilities.

11. Protection of Commission Property. If the Village's or RTG's use of the Subject Property, or the Encroachments, conflict or interfere with any use or occupation by the Commission, or if damages are sustained by the Commission as a result of the Encroachments, the Village shall take all actions necessary, in accordance with sound engineering practices, to eliminate such conflict or interference with the Commission's use or occupation, and to repair such damage, at the Village's sole cost and expense. In the event the Village fails to perform any such required alteration, relocation, repair, restoration, or removal work within 30 days of a request to do so by the Commission, the Commission may cause such work to be performed at the Village's sole cost and expense.

12. Indemnification. The Village and RTG shall, jointly and severally, assume all risk and liability for accident and damages that may accrue to persons or property as a result of the Village's or RTG's construction, operation, and maintenance of the Encroachments within the Subject Property. The Village shall defend, indemnify, save

and hold harmless the Commission from all claims, causes of action, suits, damages, and demands that jointly or severally arise from the negligence of the Village or RTG or their respective authorized agents, servants, employees, or contractors in the construction, operation, and maintenance of the Encroachments within the Subject Property or the Village's or RTG's failure to comply with any of the terms or conditions of this Agreement.

13. Conveyances and Easements. RTG constructed and installed a new sump pump discharge for the Commission's remotely-operated valve manhole as described in Exhibit A-1 attached hereto and by this reference incorporated herein and made a part hereof (the "Sump Pump Discharge Facilities"). The Commission shall own and operate the Sump Pump Discharge Facilities; the Sump Pump Discharge Facilities shall become the sole and exclusive property of the Commission; and the Commission shall have all duty, responsibility, and liability to maintain the Sump Pump Discharge Facilities, and RTG shall have no obligation or duty with respect thereto; provided, however, that neither the Village nor RTG shall disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Sump Pump Discharge Facilities or the connection of the Sump Pump Discharge Facilities to RTG's storm sewer and RTG hereby grants to the Commission the right to connect the Sump Pump Discharge Facilities to RTG's storm sewer. In addition, RTG, without charge to the Commission, shall grant to the Commission an easement for that portion of the Sump Pump Discharge Facilities lying outside the Subject Property in substantially the form attached hereto and by this reference incorporated herein and made a part hereof Exhibit as Exhibit A-2.

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

THE DuPAGE WATER COMMISSION,
an Illinois unit of local government

By: _____
Robert L. Martin, P.E.
Its: General Manager

Attest:

_____
Maureen A. Crowley, its Clerk

THE VILLAGE OF ROSELLE,
an Illinois municipal corporation

By: _____
Jeff O'Dell
Its: Village Administrator

Attest:

_____
Linda J. McDermott, its Clerk

RTG-ROSELLE MAIN STREET STATION, LLC
an Illinois limited liability company

By: _____
XXXXXXXXXXXXX
Its: XXXXXXXXXXX

Attest:

_____
XXXXXXXXXXX, its XXXXX

EXHIBIT A-1

N

10 5 0 10 20

SCALE 1" = 10'

PROPOSED SUMP PUMP PLAN
FOR EXISTING DWC VAULT

JOB NO. 07-076

EX-A-1

EXHIBIT A-2

DuPAGE WATER COMMISSION

STORM WATER FACILITIES EASEMENT AGREEMENT

PART OF PERMANENT REAL ESTATE TAX INDEX NO. *XX-XX-XXX-XXX*
_____, _____, Illinois

Prepared by and Mail to:

Maureen A. Crowley
Staff Attorney
DuPage Water Commission
600 East Butterfield Road
Chicago, Illinois 60126-4642

DuPAGE WATER COMMISSION
EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2008, by and between the DuPAGE WATER COMMISSION, a public corporation, political subdivision and unit of local government created 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., 600 East Butterfield Road, Elmhurst, Illinois 60126-4642 (hereinafter referred to as the "Commission"), and RTG-ROSELLE MAIN STREET STATION, LLC, an Illinois limited liability company, [ADDRESS]_____ (hereinafter referred to as "Owner"),

W I T N E S S E T H:

WHEREAS, Owner is the owner of certain real estate situated in the County of DuPage, State of Illinois, which real estate is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof, and which real estate shall be referred to hereinafter as the "Easement Premises;" and

WHEREAS, the Commission desires to locate a portion of its storm water retention, detention, and drainage facilities in, upon, under, along, and across the Easement Premises;

NOW, THEREFORE, in consideration of the foregoing and for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by the Commission to Owner, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Owner hereby grants, conveys, warrants, and dedicates to the Commission, its successors, and assigns, a perpetual easement and right of way to

survey, construct, reconstruct, use, operate, maintain, test, inspect, repair, replace, alter, remove, or abandon in place (said activities hereinafter collectively referred to as "installation") storm water retention, detention, and drainage facilities, together with related attachments, equipment, and appurtenances thereto (said storm water retention, detention, and drainage facilities and said attachments, equipment, and appurtenances hereinafter collectively referred to as the "Facilities"), subject to the terms and conditions hereinafter set forth, in, upon, under, along, and across the Easement Premises, together with the right to connect the Facilities to Owner's storm sewer and all reasonable rights of ingress and egress across any adjoining lands of Owner necessary for the exercise of the rights herein granted.

2. The Commission agrees that installation of the Facilities shall be done and completed in a good and workmanlike manner, all at the sole expense of the Commission.

3. Upon completion of any installation, the Commission agrees to replace and grade all topsoil removed. All fences, roads, landscaping, and improvements will be restored to former condition by the Commission if disturbed or altered in any manner by installation. All sod removed will be replaced by sod of like quality and all natural grass removed will be replaced by seeding with a good quality seed.

4. The Commission agrees that it will save and hold Owner harmless from all damages, costs, or liabilities suffered because of injury to or death of any person or persons, or damage to property, that may arise out of or as a consequence of the negligence of the Commission or its authorized agents, servants, or employees in the installation of the Facilities.

5. Owner hereby reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere with the exercise by the Commission of the rights granted hereunder; provided, however, that Owner shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Easement Premises, or the connection of the Facilities to Owner's storm sewer, at any time whatsoever, without the express written consent of the Commission.

6. Owner represents and warrants that it shall take all necessary action so that the easements contemplated by this Easement Agreement shall be released from all liens, including but not limited to, the lien of all mortgages, mechanics' lien claims, security agreements, and assignments of rents and leases, and shall execute all such documents as may be reasonably necessary to perfect the Commission's right, title, and interest therein.

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

8. All representations and warranties contained herein shall survive the execution and recordation of this Easement Agreement and shall not be merged.

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

ATTEST:	DuPAGE WATER COMMISSION
By: _____	By: _____ Robert L. Martin
Its: _____	Its: General Manager

ATTEST:

RTG-ROSELLE MAIN STREET STATION, LLC, an Illinois limited liability company

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PERMANENT EASEMENT PREMISES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert L. Martin, personally known to me to be the General Manager of the DuPage Water Commission, a public corporation, political subdivision and unit of local government under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as General Manager of the DuPage Water Commission, as his free and voluntary act and as the free and voluntary act of said DuPage Water Commission for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2008.

_____
Notary Public

My Commission Expires:

_____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of RTG-ROSELLE MAIN STREET STATION, LLC, and _____ of said RTG-ROSELLE MAIN STREET STATION, LLC, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said RTG-ROSELLE MAIN STREET STATION, LLC for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2008.

_____
Notary Public

My Commission Expires:

_____

DATE: June 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Awarding Quick Response Contract (Contract QR-8/08) Resolution No. R-28-08	**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 (Contract QR-7/05). Contract QR-7/05 expires June 30, 2008, and staff desires to continue to retain, through June 30, 2011, stand-by contractors to perform construction work that the Commission is unable to perform through its own personnel and with its own equipment.

As required by state statute, the Commission advertised for bids on two separate occasions in the *Chicago Tribune*, and also advertised for bids in *The Dodge Report* and *The Daily Herald*. In addition, the Commission posted the advertisement on its website and sent written notices, delivered via the U.S. Postal Service, to 14 contractors.

Sealed bids were received until 1:00 p.m., local time, May 23, 2008, at which time all bids were publicly opened and read aloud.

Of the six contractors who examined the bidding documents prior to the bid opening, two submitted proposals. The bid tabulation is as follows:

BIDDER	A	B	C	D	E
Rossi Contractors, Inc.	40%	10%	10%	10%	$12,000.00
Martam Construction Incorporated	35%	20%	20%	20%	$30,000.00

Due to the indeterminate need for, and uncertain scope of, work under the contract, bidders bid the work based upon the following pricing:

A. For Labor, prevailing wage rate/union contract wage rate plus ___%
B. For Incorporated Material and Supplies, actual cost plus ___%
C. For Owned and Rented Equipment Used, modified Bluebook rate plus ___%
D. For Priority Work (3-hour or less response time), additional ___% on the sum of items A, B and C
E. For Insurance and Bonds, $_____ per year

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Awarding Quick Response Contract (Contract QR-8/08) Resolution No. R-28-08	**APPROVAL**	

Staff is recommending that a contract be awarded to both bidders as the Commission reserved the right in the bidding documents to award a contract to one or more bidders to, among other things, motivate a contractor to prosecute efficiently any work ordered in order to obtain future work orders.

MOTION: To approve Resolution No. R-28-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-28-08

A RESOLUTION AWARDING
QUICK RESPONSE CONTRACT
(Contract QR-8/08)

WHEREAS, the DuPage Water Commission (the "Commission") invited proposals for quick response construction work related to the Commission's Waterworks System; and

WHEREAS, the Commission reserved the right to award a contract for the Commission's Quick Response Contract QR-8/08 to one or more bidders; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of Martam Construction Incorporated and the proposal of Rossi Contractors, Inc. were the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards a contract for the DuPage Water Commission Quick Response Contract QR-8/08 to Martam Construction Incorporated and Rossi Contractors, Inc., conditioned upon the receipt of all contractually required documentation.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-28-08.doc

DATE: June 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Facilities Construction/Safety Coordinator
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the June 12, 2008, DuPage Water Commission Meeting Resolution No. R-29-08	**APPROVAL**	

Account Numbers: 01-60-6560

Change Order No. 1 to Contract for Fall Protection Controls at the DuPage Pumping Station:

Pursuant to Resolution No. R-12-08, approved March 13, 2008, the Board approved a Contract with Roofs, Inc. for Fall Protection Controls at the DuPage Pumping Station to provide OSHA compliant fall protection systems with standard railings on all exposed sides of the roofs and to guard every skylight floor opening and hole of the Chlorine and Pumping Station buildings.

The intent of the specifications was the supply of integral fall protection within the structural elements of the skylight pane consisting of high strength polycarbonate materials. The manufacturer has since advised that due to the size of the skylight panes, the intention of the specification can not be met without adding steel mesh over the skylight panes. As an alternative to the steel mesh, additional guard rails around the perimeter of each skylight would provide the required fall protection while maintaining aesthetics.

Resolution No. R-29-08 would approve Change Order No. 1 to the Contract, which would require the installation of additional guardrails on the Administration Building in lieu of fall protection screening on the skylight replacements, at a cost of $5,550.00.

MOTION: To approve Resolution No. R-29-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-29-08

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
JUNE 12, 2008, 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 _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board\Resolutions\R-29-08.doc

Exhibit 1

Resolution No. R-29-08

1. Change Order No. 1 to the Contract for Fall Protection Controls at the DuPage Pumping Station increasing the Contract Price by $5,550.00 to $113,200.00.

DATE: June 5, 2008

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 June 12, 2008, DuPage Water Commission Meeting Resolution No. R-30-08	**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-30-08 would approve the following Work Authorization Orders under the Quick Response Contracts:

Work Authorization Order No. 019 to Rossi Contractors, Inc.: This Work Authorization is for a valve vault frame and lid adjustment, and associated pavement repair, at Diehl Road west of River Road in the City of Naperville.

The cost of this work is not known but is estimated to be $7,000.00.

Work Authorization Order No. 020 to George W. Kennedy Construction Company, Inc.: This Work Authorization is for 3 separate valve vault frame and lid adjustments, along with ditch grading and embankment restoration, at Illinois Route 83 and 58th Street in the Village of Clarendon Hills.

The cost of this work is not known but is estimated to be $15,000.00.

Work Authorization Order No. 021 to Rossi Contractors, Inc.: This Work Authorization is for exploratory excavation to determine the exact elevations of 3 separate 34 kV electric feeders located at the DuPage pump station. This work is being done prior to Board approval to assist the design engineer in developing final plans for the DuPage pump station proposed electrical generation improvements.

The cost of this work is not known but is estimated to be $8,500.00.

MOTION: To approve Resolution No. R-30-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-30-08

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-7/05 AT THE
JUNE 12, 2008, 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 _____, 2008

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-30-08.doc

Exhibit 1

CONTRACT QR-7/05
WORK AUTHORIZATION ORDER

CONTRACT QR-7. 019 : QUICK RESPONSE CONTRACT

LOCATION:

Diehl Road West of River Road in the City of Naperville.

CONTRACTOR:

Rossi Contractors Inc

DESCRIPTION OF WORK:

The scope of this work involves the removal and disposal of a damaged manhole frame and lid, replacement with a new frame and lid, and associated pavement repair.

REASON FOR WORK:

Manhole frame and lid requires adjustment to meet new roadway elevation.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [X] IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DU PAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized Representative

DATE: _____

CONSTRUCTION/QR-7FORMS/WORK AUTHORIZATION FORM.doc

CONTRACT QR-7/05
WORK AUTHORIZATION ORDER

CONTRACT QR-7. 020 : QUICK RESPONSE CONTRACT

LOCATION:

Illinois Route 83 and 58th Street in the Village of Clarendon Hills.

CONTRACTOR:

Kennedy Construction

DESCRIPTION OF WORK:

The scope of this work involves adjusting 3 separate manhole frame and lids in addition to ditch grading and embankment restoration.

REASON FOR WORK:

Manhole frame and lid requires adjustment to meet Route 83 ditch grade.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [X] IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DU PAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized Representative

DATE: _____

CONSTRUCTION/QR-7FORMS/WORK AUTHORIZATION FORM.doc

CONTRACT QR-7/05
WORK AUTHORIZATION ORDER NO.21

CONTRACT QR-7.021 : QUICK RESPONSE CONTRACT

LOCATION:

DuPage Pump Station

CONTRACTOR:

Rossi Contractors Inc.

DESCRIPTION OF WORK:

Exploratory excavation, at the locations shown on the attached drawing, for the purpose of determining the exact elevations of 3 separate 34 kV electric feeders located at the DuPage pump station.

REASON FOR WORK:

This work is being done to assist the design engineer in developing final plans for the DuPage pump station proposed electrical generation improvements.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [X] IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DU PAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: 6/4/08

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized Representative

DATE: 6-2-08

CONSTRUCTION/QR-7FORMS/WORK AUTHORIZATION FORM.doc

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: RMS
DRAWN BY: RMS
SHEET CHK'D BY: SKC
CROSS CHK'D BY:
APPROVED BY:
DATE: MAY 2008

CDM Camp Dresser & McKee Inc.

PAVIA-MARTINO & Co.
PO WEST LAKE STREET
ROMEOVILLE, IL 60172-1331
(630) 639-9400 FAX (630) 884-0500

DUPAGE WATER COMMISSION
DUPAGE, ILLINOIS

DATE: June 6, 2008

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 Fifth Amendment to the Contract for Design of Concrete Reservoirs and Other Improvements at the DuPage Pump Station Resolution No. R-32-08	**APPROVAL**	

Account Number: 01-60-7212.02

In order to continue with the design and bidding of the Equipment Storage Building and Material Storage Structure and the Cadwell Avenue Re-Alignment portions of the project separate from the Additional Reservoirs and Ozone Contactor Facility portions of the project as provided in the approved Fiscal Year 2005-2006 Five Year Capital Improvement Plan, the Design Contract was amended to subdivide the project into three separate and distinct sub-projects and certain modifications and additions to the 90% final plans previously prepared by CTE were incorporated into the final design drawings and specifications for incorporation in the bidding and contract documents for the sub-projects (R-16-05).

Resolution No. R-32-08 would approve a fifth amendment to the Contract to increase the not-to-exceed cost of the services by $24,900.00 to account for the addition of underground gasoline storage, underground leak monitoring and detection devices, gasoline dispensing equipment, and associated electrical and permitting work to the design, bidding, and construction services that were not originally scheduled as part of the Vehicle Storage Building and Material Storage Structure portion of the Project.

MOTION: To approve Resolution No. R-32-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-32-08

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIFTH AMENDMENT TO THE CONTRACT FOR DESIGN OF CONCRETE RESERVOIRS AND OTHER IMPROVEMENTS AT THE DuPAGE PUMP STATION

WHEREAS, the DuPage Water Commission ("Commission") and Consoer Townsend Envirodyne Engineers, Inc. ("Consultant") previously entered into a certain "Contract for Design of Concrete Reservoirs for the DuPage Pump Station," dated as of the 4th day November, 2003, and approved pursuant to Resolution No. R-36-03 adopted on September 11, 2003 ("Original Contract") and

WHEREAS, the Commission and Consultant entered into a First Amendment to the Original Contract dated as of May 13, 2004 ("First Amendment"), and approved pursuant Resolution No. R-25-04 adopted as of even date therewith, to add to the design of the two additional cast-in-place concrete 15 million gallon reservoirs and ozone contactor facility, the design of (i) a garage and a material storage structure, (ii) a two-story superstructure for the potential ozone generation building, (iii) retaining walls on three sides of the new reservoirs to support roof-top soil and grass, (iv) additional electrical and control systems for the new reservoirs, including hatch alarms, fiber optic communications, motor operated valves, and motion detection and vibration sensing along the fence line, and (v) replacement roof hatches for the existing reservoirs (collectively, the "Project"); and

WHEREAS, the Commission and Consultant entered into a Second Amendment to the Original Contract dated as of March 10, 2005 ("Second Amendment"), and approved pursuant Resolution No. R-16-05 adopted as of even date therewith, to

change the title of the Original Contract to "Contract for Design of Concrete Reservoirs and Other Improvements at the DuPage Pump Station" and to delay the Additional Reservoirs and Ozone Contactor Facility portions of the Project but continue with the Vehicle Storage Building and Material Storage Structure and Cadwell Avenue Re-Alignment portions of the Project; and

WHEREAS, the Commission and Consultant entered into a Third Amendment to the Original Contract dated as of June 13, 2007 ("Third Amendment"), and approved pursuant Resolution No. R-38-07 adopted as of even date therewith, to add Construction Services for the Vehicle Storage Building and Material Storage Structure portion of the Project and for the Cadwell Avenue Re-Alignment portion of the Project; and

WHEREAS, Owner and Consultant entered into a Fourth Amendment to the Original Contract dated as of October 12, 2007 ("Fourth Amendment"), and approved pursuant Resolution No. R-61-07 adopted as of even date therewith, to increase the not-to-exceed cost of the services to account for certain electrical work and electronic security enhancements and the acceleration of the design and bidding of the perimeter security fencing of the reservoir site that was originally scheduled as part of the Vehicle Storage Building and Material Storage Structure portion of the Project; and

WHEREAS, the Commission and Consultant desire to further amend the Original Contract as amended by the First, Second, Third, and Fourth Amendments (the Original Contract as amended by the First, Second, Third, and Fourth Amendments hereinafter collectively referred to as the "Design Contract") to increase the not-to-exceed cost of the services to account for the addition of underground gasoline storage, underground

leak monitoring and detection devices, gasoline dispensing equipment, and associated electrical and permitting work to the design, bidding, and construction services that were not originally scheduled as part of the Vehicle Storage Building and Material Storage Structure portion of the Project, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Design Contract with Consultant was signed, the changes are germane to the Design Contract as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law;

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: A Fifth Amendment to the Design Contract, 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 of the Commission, shall be and it hereby is approved.

SECTION THREE: The General Manager shall be and hereby is authorized and directed to execute the Fifth Amendment to the Design Contract 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 Fifth Amendment shall not be so executed on behalf of the Commission unless and until the General Manager

shall have been presented with copies of the Fifth Amendment executed by Consoer Townsend Envirodyne Engineers, Inc.

SECTION FOUR: 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 _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-32-08.doc

Resolution No. R-32-08

EXHIBIT 1

FIFTH AMENDMENT
TO

CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
FOR
DESIGN OF CONCRETE RESERVOIRS AND OTHER IMPROVEMENTS AT THE DuPAGE PUMP STATION

THIS FIFTH AMENDMENT TO CONTRACT FOR DESIGN OF CONCRETE RESERVOIRS AND OTHER IMPROVEMENTS AT THE DuPAGE PUMP STATION ("Fifth Amendment"), made and entered into as of this 12th day of June, 2008, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Consoer Townsend Envirodyne Engineers, Inc., 303 East Wacker Drive, Chicago, Illinois 60601, a Delaware corporation ("Consultant"),

W I T N E S S E T H:

WHEREAS, Owner and Consultant previously entered into a certain "Contract for Design of Concrete Reservoirs for the DuPage Pump Station," dated as of the 4th day November, 2003, and approved pursuant to Resolution No. R-36-03 adopted on September 11, 2003 (the "Original Contract"); and

WHEREAS, Owner and Consultant entered into a First Amendment to the Original Contract dated as of May 13, 2004 ("First Amendment"), and approved pursuant Resolution No. R-25-04 adopted as of even date therewith, to add to the design of the two additional cast-in-place concrete 15 million gallon reservoirs and ozone contactor facility, the design of (i) a garage and a material storage structure, (ii) a two-story superstructure for the potential ozone generation building, (iii) retaining walls

on three sides of the new reservoirs to support roof-top soil and grass, (iv) additional electrical and control systems for the new reservoirs, including hatch alarms, fiber optic communications, motor operated valves, and motion detection and vibration sensing along the fence line, and (v) replacement roof hatches for the existing reservoirs (collectively, the "Project"); and

WHEREAS, Owner and Consultant entered into a Second Amendment to the Original Contract dated as of March 10, 2005 ("Second Amendment"), and approved pursuant Resolution No. R-16-05 adopted as of even date therewith, to change the title of the Original Contract to "Contract for Design of Concrete Reservoirs and Other Improvements at the DuPage Pump Station" and to delay the Additional Reservoirs and Ozone Contactor Facility portions of the Project but continue with the Vehicle Storage Building and Material Storage Structure and Cadwell Avenue Re-Alignment portions of the Project; and

WHEREAS, Owner and Consultant entered into a Third Amendment to the Original Contract dated as of June 13, 2007 ("Third Amendment"), and approved pursuant Resolution No. R-38-07 adopted as of even date therewith, to add Construction Services for the Vehicle Storage Building and Material Storage Structure portion of the Project and for the Cadwell Avenue Re-Alignment portion of the Project; and

WHEREAS, Owner and Consultant entered into a Fourth Amendment to the Original Contract dated as of October 12, 2007 ("Fourth Amendment"), and approved pursuant Resolution No. R-61-07 adopted as of even date therewith, to increase the not-to-exceed cost of the services to account for certain electrical work and electronic security enhancements and the acceleration of the design and bidding of the perimeter

security fencing of the reservoir site that was originally scheduled as part of the Vehicle Storage Building and Material Storage Structure portion of the Project; and

WHEREAS, the Commission and Consultant desire to further amend the Original Contract as amended by the First, Second, Third, and Fourth Amendments (the Original Contract as amended by the First, Second, Third, and Fourth Amendments hereinafter collectively referred to as the "Design Contract") to increase the not-to-exceed cost of the services to account for the addition of underground gasoline storage, underground leak monitoring and detection devices, gasoline dispensing equipment, and associated electrical and permitting work to the design, bidding, and construction services that were not originally scheduled as part of the Vehicle Storage Building and Material Storage Structure portion of the Project;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Consultant hereby agree as follows:

SECTION ONE: Amendment to Section 6 of Attachment A. Section 6, entitled "Contract Price," of Attachment A, entitled "Supplemental Schedule of Contract Terms," to the Design Contract shall be, and it hereby is, amended in its entirety so that said Section 6 shall hereafter be and read as follows:

"6. **Contract Price**:

SCHEDULE OF PRICES

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by Change Order issued pursuant to Section 2.1 of the Contract:

Phase	Direct Labor Cost Factor	Not to Exceed
Study and Report	1.93	$33,800.00
Design Phase Services described in paragraphs (a) though and including (c) of Attachment B to the Contract for all sub-projects	1.93	$735,592.00*
Design Phase Services described in paragraphs (d) though and including (j) of Attachment B to the Contract for the Division A— Vehicle Storage Building and Material Storage Structure sub-project and the Division B—Cadwell Avenue Re-Alignment sub-project	1.93	$111,000.00
Design Phase Services described in paragraphs (d) though and including (j) of Attachment B to the Contract for the Division C—Additional Reservoirs and Ozone Contactor Facility sub-project		To be established by Change Order issued pursuant to Section 2.1 of the Contract as Owner and Consultant may agree prior to the commencement of such of Services.
Construction Phase Services described in paragraphs (a) though and including (m) of Attachment B to the Contract for the Division A— Vehicle Storage Building and Material Storage Structure sub-project	1.93	$78,040.00

* Includes an allowance of $30,000.00 for preparing a topographical survey, taking soil borings, and preparing a soils report. The anticipated borings are 10 at 25 foot deep and 4 at 40 feet deep.

Phase	Direct Labor Cost Factor	Not to Exceed
Construction Phase Services described in paragraphs (a) though and including (m) of Attachment B to the Contract for the Division B—Cadwell Avenue Re-Alignment sub-project	1.93	$27,000.00
Construction Phase Services described in paragraphs (a) though and including (m) of Attachment B to the Contract for the Division C—Additional Reservoirs and Ozone Contactor Facility sub-project		To be established by Change Order issued pursuant to Section 2.1 of the Contract as Owner and Consultant may agree prior to the commencement of such of Services."

SECTION TWO: Design Contract in Full Force and Effect. In all other respects, the Design Contract shall remain in full force and effect, and the Design Contract shall be binding on both parties as hereinabove amended.

IN WITNESS WHEREOF, Owner has caused this Fifth Amendment to be signed on its behalf by its General Manager, and Consultant has caused this Fifth Amendment to be signed on its behalf by Michael H. Winegard, a Vice President and a duly authorized officer, as of the day and year first written above.

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.

By: _____

Michael H. Winegard
Vice President

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: June 12, 2008

SUBJECT: Summary of Action Since Previous Meeting

1. Nothing to report.

Administration/Memorandums/Summary of Action 080612.doc

PACKET: 01015 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-200806051720		LEGAL SERVICES: APR. 2008	1,543.50			
6/12/2008	IL	DUE: 5/19/2008 DISC: 5/19/2008		1099: N		
		LEGAL SERVICES: APR. 2008		01 60-6251	LEGAL SERVICES- GENERAL	1,543.50
		=== VENDOR TOTALS ===	1,543.50			
01-1141 RIDGEWOOD ENGINEERING, INC.						
I-QRE3-003A		INSTALL J-BOX & FIBER CABINET	5,294.56			
6/12/2008	IL	DUE: 4/11/2008 DISC: 4/11/2008		1099: N		
		INSTALL J-BOX & FIBER CABINET		01 60-6560	REPAIRS & MAINT- BLDGS &	5,294.56
		=== VENDOR TOTALS ===	5,294.56			
01-1137 ROSSI CONTRACTORS, INC.						
I-QR7-018A		REPLACE MANHOLE FRAME & LID	13,316.31			
6/12/2008	IL	DUE: 5/21/2008 DISC: 5/21/2008		1099: N		
		REPLACE MANHOLE FRAME & LID		01 60-6631	PIPELINE REPAIRS	13,316.31
		=== VENDOR TOTALS ===	13,316.31			
		=== PACKET TOTALS ===	20,154.37			

PACKET: 01015 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	20,154.37
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00
BATCH TOTALS	20,154.37

** 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
	2008-2009	01 -60-6251	LEGAL SERVICES- GENERAL	1,543.50	90,000	89,956.50				
		01 -60-6560	REPAIRS & MAINT- BLDGS &	5,294.56	614,240	554,911.40				
		01 -60-6631	PIPELINE REPAIRS	13,316.31	920,000	895,183.69				
			** 2008-2009 YEAR TOTALS	20,154.37						

PACKET: 01015 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	6/2008	20,154.37

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-13739	TABLES & CHAIRS FOR MTG	R	5/21/2008	196.25		004062		196.25
				*** VENDOR TOTALS ***			1 CHECKS		196.25
1460		ACRES GROUP							
	I-AEI_0048113	LANDSCAPE MAINT.: MAY 2008	R	5/09/2008	3,375.00		004049		3,375.00
				*** VENDOR TOTALS ***			1 CHECKS		3,375.00
1459		ALPHA BUILDING MAINTENANCE SER							
	I-8420 DW	JANITORIAL SERVICE: 05/08	R	5/21/2008	1,584.00		004063		
	I-8421 DW	JANITORIAL SUPPLIES	R	5/21/2008	351.17		004063		
	I-8495 DWC	BUILDING MAINTENANCE	R	5/21/2008	3,874.80		004063		5,809.97
				*** VENDOR TOTALS ***			1 CHECKS		5,809.97
1318		ANTHONY ROOFING, LTD.							
	I-SI00378	REPAIR ROOF LEAKS	R	5/21/2008	278.00		004064		278.00
				*** VENDOR TOTALS ***			1 CHECKS		278.00
1397		AT&T							
	I-200804301683	DPPS PHONE SERV.: 04/16-05/15	R	5/09/2008	773.74		004008		773.74
1397		AT&T							
	I-200805091691	DPPS PHONE SERV.: 04/22-05/21	R	5/09/2008	397.28		004050		397.28
1397		AT&T							
	I-200805201700	TANK SITE # 1: 05/04-06/03	R	5/21/2008	20.79		004065		20.79
				*** VENDOR TOTALS ***			3 CHECKS		1,191.81
1393		AT&T LONG DISTANCE							
	I-200805091694	DPPS LONG DIST. SERV.: 04/08	R	5/09/2008	93.54		004051		93.54
				*** VENDOR TOTALS ***			1 CHECKS		93.54
1072		AVALON PETROLEUM COMPANY							
	I-525024	GASOLINE	R	5/09/2008	2,947.84		004009		2,947.84
				*** VENDOR TOTALS ***			1 CHECKS		2,947.84
1461		BUSINESS CARD							
	I-200805201701	MAINTENANCE SUPPLIES	R	5/21/2008	110.87		004066		
	I-200805211704	AD, ADM EXP., SEMINAR, PARKING	R	5/21/2008	1,762.22		004066		
	I-200805211705	MAINTENANCE SUPPLIES	R	5/21/2008	34.37		004066		1,907.46
				*** VENDOR TOTALS ***			1 CHECKS		1,907.46
1381		BUTTREY RENTAL SERVICE							
	I-68275	CONCRETE GRINDER - RENTAL	R	5/09/2008	146.88		004010		
	I-68588	CONCRETE GRINDER - RENTAL	R	5/09/2008	181.44		004010		328.32
				*** VENDOR TOTALS ***			1 CHECKS		328.32

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
1049		CAMP DRESSER & MCKEE INC.							
	I-80284591/46	EVAL. ELECT. GEN. SUP. ALT.	R	5/09/2008	42,453.39		004052		42,453.39
				*** VENDOR TOTALS ***			1 CHECKS		42,453.39
1332		CASSIDY TIRE & SERVICE							
	I-6610932	VEHICLE MAINTENANCE: M-79697	R	5/21/2008	683.24		004067		683.24
				*** VENDOR TOTALS ***			1 CHECKS		683.24
1526		CASTLE CHEVROLET							
	I-28351	VEHICLE MAINTENANCE: M-80328	R	5/09/2008	1,540.55		004011		1,540.55
				*** VENDOR TOTALS ***			1 CHECKS		1,540.55
1377		CATHODIC PROTECTION MANAGEMENT							
	I-2674	TECH. SUP. - TE-5 ADJ. PROJ.	R	5/09/2008	12,995.63		004012		12,995.63
				*** VENDOR TOTALS ***			1 CHECKS		12,995.63
1134		CITY OF CHICAGO DEPARTMENT OF							
	I-200805091690	LEX. STA. REPAIRS & MAINT.	R	5/09/2008	35,419.41		004013		35,419.41
				*** VENDOR TOTALS ***			1 CHECKS		35,419.41
1135		CITY OF CHICAGO SUPERINTENDENT							
	I-200805021687	WATER BILLING: 04/01-04/30/08	R	5/09/2008	3,212,384.19		004014		3,212,384.19
				*** VENDOR TOTALS ***			1 CHECKS		3,212,384.19
1179		CHICAGO TRIBUNE							
	I-472679001	PSC-4/08 BID NOTICE	R	5/21/2008	4,032.00		004068		4,032.00
				*** VENDOR TOTALS ***			1 CHECKS		4,032.00
1091		CINTAS FIRST AID & SAFETY							
	I-343488563	FIRST AID SUPPLIES	R	5/09/2008	150.20		004015		150.20
				*** VENDOR TOTALS ***			1 CHECKS		150.20
1398		COMCAST							
	I-200804301684	INTERNET SERV.: 04/27-05/26	R	5/09/2008	84.95		004016		84.95
				*** VENDOR TOTALS ***			1 CHECKS		84.95
1009		COMED							
	I-200805091692	METER STATION ELECTRIC SERVICE	R	5/09/2008	10,282.40		004053		10,282.40
				*** VENDOR TOTALS ***			1 CHECKS		10,282.40
1569		ED COUGHLIN							
	I-200805211706	SECURITY	R	5/21/2008	112.50		004069		112.50
				*** VENDOR TOTALS ***			1 CHECKS		112.50

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
1024		CTE ENGINEERS							
	I-60040544-03	VALVE ACTUATORS: 03/08	R	5/09/2008	2,553.12		004017		2,553.12
1024		CTE ENGINEERS							
	I-4067538	CONCRETE RESERVOIR - 04/08	R	5/21/2008	4,724.33		004070		
	I-60043583-01	ELIMINATE POTENTIAL CONFLICTS	R	5/21/2008	11,500.00		004070		16,224.33
				*** VENDOR TOTALS ***			2 CHECKS		18,777.45
1025		DANKA OFFICE IMAGING							
	I-402144612	OFFICE SUPPLIES	R	5/21/2008	88.40		004071		
	I-402145348	OFFICE SUPPLIES	R	5/21/2008	82.45		004071		170.85
				*** VENDOR TOTALS ***			1 CHECKS		170.85
1432		DUPAGE MAYORS AND MANAGERS CON							
	I-5318	DINNER MTG - RATHJE & MARTIN	R	5/21/2008	130.00		004072		130.00
				*** VENDOR TOTALS ***			1 CHECKS		130.00
1276		EBAC INDUSTRIAL PRODUCTS, INC.							
	I-30654	DEHUMIDIFIERS	R	5/21/2008	2,333.88		004073		2,333.88
				*** VENDOR TOTALS ***			1 CHECKS		2,333.88
1567		ELMHURST FORD							
	I-T33780	VEHICLE MAINTENANCE: M-127481	R	5/09/2008	886.57		004018		
	I-T33823	VEHICLE MAINTENANCE: 8647943	R	5/09/2008	827.96		004018		1,714.53
				*** VENDOR TOTALS ***			1 CHECKS		1,714.53
1233		ELMHURST MEMORIAL HOSPITAL							
	I-45404	PERSONNEL COSTS	R	5/21/2008	45.00		004074		45.00
				*** VENDOR TOTALS ***			1 CHECKS		45.00
1097		ELMHURST PLAZA STANDARD INC.							
	I-31150	VEHICLE MAINTENANCE: M-63637	R	5/09/2008	28.50		004019		28.50
1097		ELMHURST PLAZA STANDARD INC.							
	I-15649	GASOLINE	R	5/21/2008	51.85		004075		51.85
				*** VENDOR TOTALS ***			2 CHECKS		80.35
1446		EN ENGINEERING, LLC							
	I-0022910	CRCUC REPRESENT	R	5/09/2008	288.10		004054		
	I-0022911	ROV-11A STRAY CURRENT	R	5/09/2008	2,758.12		004054		
	I-0022912	CP DESIGN S. TR MAIN	R	5/09/2008	1,775.70		004054		
	I-0022913	DC STRAY CURRENT 90" MAIN	R	5/09/2008	965.09		004054		
	I-0022914	TW-4 CORROSION ASSIST	R	5/09/2008	1,320.50		004054		
	I-0022915	STATIC INT TST	R	5/09/2008	1,177.54		004054		
	I-0022924	POWER GEN DESIGN	R	5/09/2008	2,341.01		004054		10,626.06
				*** VENDOR TOTALS ***			1 CHECKS		10,626.06

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
1247	EQUIPMENTWATCH							
I-20480355	BLUE BOOK RENTAL RATES	R	5/09/2008	1,145.00		004055		1,145.00
			*** VENDOR TOTALS ***			1 CHECKS		1,145.00
1578	EXELON ENERGY INC.							
I-1454158	DPPS ELECT. SERV.: 04/01-04/23	R	5/09/2008	115,223.21		004020		115,223.21
			*** VENDOR TOTALS ***			1 CHECKS		115,223.21
1065	FEDEX							
I-2-663-37710	OVERNIGHT MAIL	R	5/09/2008	992.08		004021		
I-8-234-95946	OVERNIGHT MAIL	R	5/09/2008	171.35		004021		1,163.43
			*** VENDOR TOTALS ***			1 CHECKS		1,163.43
1570	FIVE STAR SAFETY EQUIPMENT, IN							
I-2425663	SAFETY EQUIPMENT	R	5/09/2008	17,880.00		004022		17,880.00
			*** VENDOR TOTALS ***			1 CHECKS		17,880.00
1176	GE MDS LLC							
I-MDS 9054455	MASTER RADIO FRONT PANEL	R	5/09/2008	370.60		004023		370.60
			*** VENDOR TOTALS ***			1 CHECKS		370.60
1098	GM MOUNTING & LAMINATING, INC.							
I-4585	PRINTING EXPENSE	R	5/09/2008	10.25		004024		10.25
			*** VENDOR TOTALS ***			1 CHECKS		10.25
1055	GRAINGER							
I-9619675003	MAINTENANCE SUPPLIES	R	5/09/2008	354.10		004025		
I-9619675011	MAINTENANCE SUPPLIES	R	5/09/2008	226.13		004025		580.23
1055	GRAINGER							
I-9626812847	MAINTENANCE SUPPLIES	R	5/21/2008	605.89		004076		
I-9632742087	CENTRIFUGAL PUMPS	R	5/21/2008	1,729.60		004076		
I-9632742095	EMERGENCY LIGHTS, CONTROLS	R	5/21/2008	1,851.20		004076		4,186.69
			*** VENDOR TOTALS ***			2 CHECKS		4,766.92
1399	GREELEY AND HANSEN							
I-INV-0000249079	LEX PS GENERATION FACILITIES	R	5/21/2008	6,602.11		004077		
I-INV-0000249080	LEXINGTON PS VAR FREQ DRIVES	R	5/21/2008	2,214.21		004077		
I-INV-0000249081	LEXINGTON PS PHOTOVOLTAIC CELL	R	5/21/2008	26,434.65		004077		35,250.97
			*** VENDOR TOTALS ***			1 CHECKS		35,250.97
1068	HACH COMPANY							
I-5706821	METER STATION MAINTENANCCE	R	5/09/2008	135.95		004056		135.95

VENDOR SET: 01 DuPage Water Commission
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VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1068		HACH COMPANY							
	I-5710702	SCADA/INSTRUMENTATION	R	5/21/2008	90.75		004078		90.75
				*** VENDOR TOTALS ***			2 CHECKS		226.70
1101		HOLLAND & KNIGHT LLP							
	I-200804301680	LEGAL SERVICES: MAR. 2008	R	5/09/2008	4,047.00		004026		4,047.00
				*** VENDOR TOTALS ***			1 CHECKS		4,047.00
1050		HOME DEPOT CREDIT SERVICES							
	C-0175480	MAINTENANCE SUPPLIES RETURNED	R	5/09/2008	322.94CR		004027		
	C-5171087	MAINTENANCE SUPPLIES RETURNED	R	5/09/2008	155.82CR		004027		
	C-5177206	MAINTENANCE SUPPLIES RETURNED	R	5/09/2008	42.29CR		004027		
	C-5244148	METER STATION MAINTENANCE	R	5/09/2008	68.98CR		004027		
	I-0062092	MAINTENANCE SUPPLIES	R	5/09/2008	179.78		004027		
	I-0154273	MAINTENANCE SUPPLIES	R	5/09/2008	143.16		004027		
	I-0390468	MAINTENANCE SUPPLIES	R	5/09/2008	45.79		004027		
	I-0390469	MAINTENANCE SUPPLIES	R	5/09/2008	14.97		004027		
	I-1380527	EQUIPMENT RENTAL	R	5/09/2008	332.60		004027		
	I-2014242	MAINTENANCE SUPPLIES	R	5/09/2008	71.52		004027		
	I-2141964	MAINTENANCE SUPPLIES	R	5/09/2008	39.00		004027		
	I-3055075	METER STATION MAINTENANCE	R	5/09/2008	60.42		004027		
	I-3101851	METER STATION MAINTENANCE	R	5/09/2008	64.97		004027		
	I-4144312	MAINTENANCE SUPPLIES	R	5/09/2008	69.98		004027		
	I-4177318	MAINTENANCE SUPPLIES	R	5/09/2008	109.86		004027		
	I-5014708	MAINTENANCE SUPPLIES	R	5/09/2008	109.91		004027		
	I-5020975	MAINTENANCE SUPPLIES	R	5/09/2008	181.79		004027		
	I-5025674	MAINTENANCE SUPPLIES	R	5/09/2008	50.86		004027		
	I-5025894	METER STATION MAINTENANCE	R	5/09/2008	135.70		004027		
	I-5145813	MAINTENANCE SUPPLIES	R	5/09/2008	72.91		004027		
	I-5171088	MAINTENANCE SUPPLIES	R	5/09/2008	155.82		004027		
	I-5171089	MAINTENANCE SUPPLIES	R	5/09/2008	22.96		004027		
	I-5390559	MAINTENANCE SUPPLIES	R	5/09/2008	79.55		004027		
	I-6020881	METER STATION MAINTENANCE	R	5/09/2008	68.98		004027		
	I-7024397	MAINTENANCE SUPPLIES	R	5/09/2008	22.96		004027		
	I-7032118	MAINTENANCE SUPPLIES	R	5/09/2008	22.96		004027		
	I-7125469	MAINTENANCE SUPPLIES	R	5/09/2008	63.70		004027		
	I-8143995	MAINTENANCE SUPPLIES	R	5/09/2008	13.90		004027		
	I-8571833	MAINTENANCE SUPPLIES	R	5/09/2008	49.26		004027		
	I-9014435	MAINTENANCE SUPPLIES	R	5/09/2008	44.78		004027		
	I-9155030	MAINTENANCE SUPPLIES	R	5/09/2008	180.91		004027		1,818.97
				*** VENDOR TOTALS ***			1 CHECKS		1,818.97
1053		ILLINOIS PUBLIC RISK FUND							
	I-200805011686	WORKERS COMPENSATION INS.	R	5/09/2008	18,092.00		004029		18,092.00
				*** VENDOR TOTALS ***			1 CHECKS		18,092.00

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VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1215		ILLINOIS STATE BAR ASSOCIATION							
	I-200805201702	MEMBERSHIP DUES: M. CROWLEY	R	5/21/2008	340.00		004079		340.00
				*** VENDOR TOTALS ***			1 CHECKS		340.00
1579		INDUSTRIAL LADDER							
	I-735417	FIBERGLASS MANHOLE LADDERS	R	5/21/2008	281.12		004080		281.12
				*** VENDOR TOTALS ***			1 CHECKS		281.12
1580		J&A SALES, INC.							
	I-770723	METER STATION MAINTENANCE	R	5/21/2008	650.64		004081		650.64
				*** VENDOR TOTALS ***			1 CHECKS		650.64
1032		JULIE, INC.							
	I-04-08-0437	UTILITY LOCATES: APR. 2008	R	5/09/2008	5,845.35		004057		5,845.35
				*** VENDOR TOTALS ***			1 CHECKS		5,845.35
1196		KARA COMPANY, INC.							
	I-236338	LOCATING PAINT	R	5/09/2008	458.40		004030		458.40
1196		KARA COMPANY, INC.							
	I-236563	VERIZON DATA LINE GPS DATA	R	5/21/2008	60.70		004082		60.70
				*** VENDOR TOTALS ***			2 CHECKS		519.10
1216		KING, GARY A., DUPAGE COUNTY C							
	I-R08-027	2007 CERTIFICATIONS	R	5/21/2008	2.00		004083		2.00
				*** VENDOR TOTALS ***			1 CHECKS		2.00
1105		KINGSBURY, INC.							
	I-35319	PUMPING OPERATIONS	R	5/21/2008	3,249.64		004084		3,249.64
				*** VENDOR TOTALS ***			1 CHECKS		3,249.64
1036		LAWSON PRODUCTS, INC.							
	I-6851826	MAINTENANCE SUPPLIES	R	5/21/2008	192.78	1.84CR	004085		190.94
				*** VENDOR TOTALS ***			1 CHECKS		190.94
1069		MEL'S ACE HARDWARE							
	I-404319/4	VEHICLE MAINTENANCE	R	5/09/2008	18.87		004031		
	I-405165/4	METER STATION MAINTENANCE	R	5/09/2008	12.72		004031		
	I-405356/4	MAINTENANCE SUPPLIES	R	5/09/2008	10.60		004031		
	I-405630/4	MAINTENANCE SUPPLIES	R	5/09/2008	35.97		004031		
	I-405632/4	MAINTENANCE SUPPLIES	R	5/09/2008	20.23		004031		
	I-405639/4	MAINTENANCE SUPPLIES	R	5/09/2008	4.66		004031		
	I-405666/4	MAINTENANCE SUPPLIES	R	5/09/2008	34.19		004031		
	I-405667/4	METER STATION MAINTENANCE	R	5/09/2008	16.01		004031		
	I-405682/4	MAINTENANCE SUPPLIES	R	5/09/2008	5.70		004031		
	I-405698/4	MAINTENANCE SUPPLIES	R	5/09/2008	12.64		004031		
	I-405722/4	MAINTENANCE SUPPLIES	R	5/09/2008	28.29		004031		
	I-405756/4	MAINTENANCE SUPPLIES	R	5/09/2008	32.93		004031		
	I-405803/4	MAINTENANCE SUPPLIES	R	5/09/2008	10.42		004031		

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VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1069		MEL'S ACE HARDWARE CONT							
	I-405826/4	OFFICE SUPPLIES	R	5/09/2008	9.87		004031		
	I-405847/4	METER STATION MAINTENANCE	R	5/09/2008	51.29		004031		
	I-405866/4	METER STATION MAINTENANCE	R	5/09/2008	153.87		004031		
	I-K05875/4	VEHICLE MAINTENANCE	R	5/09/2008	53.01		004031		
	I-K05899/4	METER STATION MAINTENANCE	R	5/09/2008	18.22		004031		529.49
				*** VENDOR TOTALS ***			1 CHECKS		529.49
1577		MENARDS - GLENDALE HEIGHTS							
	I-37206	MAINTENANCE SUPPLIES	R	5/09/2008	269.97		004032		269.97
				*** VENDOR TOTALS ***			1 CHECKS		269.97
1576		MENARDS - MELROSE PARK							
	I-23866	MAINTENANCE SUPPLIES	R	5/09/2008	296.04		004033		296.04
				*** VENDOR TOTALS ***			1 CHECKS		296.04
1051		MENARDS- HILLSIDE							
	I-4020	MAINTENANCE SUPPLIES	R	5/09/2008	2.52		004034		
	I-4455	MAINTENANCE SUPPLIES	R	5/09/2008	59.97		004034		
	I-5177	MAINTENANCE SUPPLIES	R	5/09/2008	19.41		004034		
	I-6389	MAINTENANCE SUPPLIES	R	5/09/2008	124.75		004034		
	I-6813	MAINTENANCE SUPPLIES	R	5/09/2008	9.99		004034		
	I-6930	MAINTENANCE SUPPLIES	R	5/09/2008	4.72		004034		
	I-7949	MAINTENANCE SUPPLIES	R	5/09/2008	54.28		004034		275.64
				*** VENDOR TOTALS ***			1 CHECKS		275.64
1073		METTLER-TOLEDO, INC.							
	I-101-00011298	INDUSTRIAL WEIGHING TERMINAL	R	5/09/2008	1,443.85		004035		
	I-101-00011379	INSTALL TANK SCALE DISPLAY	R	5/09/2008	452.00		004035		1,895.85
1073		METTLER-TOLEDO, INC.							
	I-157-00253569	METER TESTING & REPAIRS	R	5/21/2008	150.00		004086		150.00
				*** VENDOR TOTALS ***			2 CHECKS		2,045.85
1327		MICRO TRAIN							
	I-78293	COMPUTER TRAINING	R	5/21/2008	2,250.00		004087		2,250.00
				*** VENDOR TOTALS ***			1 CHECKS		2,250.00
1021		NAPERVILLE, CITY OF							
	I-200804301685	METER STATION ELECTRIC SERVICE	R	5/09/2008	118.77		004036		118.77
1021		NAPERVILLE, CITY OF							
	I-200805201703	METER STATION ELECTRIC SERVICE	R	5/21/2008	256.98		004088		256.98
				*** VENDOR TOTALS ***			2 CHECKS		375.75

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VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1070		NATIONAL CITY BANK							
	I-479908	SAFEKEEPING FEES: MAR. 2008	R	5/09/2008	1,026.20		004037		1,026.20
				*** VENDOR TOTALS ***			1 CHECKS		1,026.20
1203		NATIONAL SAFETY COUNCIL							
	I-2026069	PRINC. OF OCC. SAFETY & HEALTH	R	5/09/2008	1,195.00		004058		1,195.00
				*** VENDOR TOTALS ***			1 CHECKS		1,195.00
1060		NTG, INC.							
	I-54463	CORROSION TELEMETRY	R	5/21/2008	36.00		004089		36.00
				*** VENDOR TOTALS ***			1 CHECKS		36.00
1020		NEXTEL COMMUNICATIONS							
	I-648652511-075	CELL PHONE SERV.: 04/09-05/08	R	5/21/2008	1,043.99		004090		1,043.99
				*** VENDOR TOTALS ***			1 CHECKS		1,043.99
1111		NICOR GAS							
	I-200804301681	DPPS SERV.: 03/14/08-04/15/08	R	5/09/2008	6,101.37		004038		6,101.37
				*** VENDOR TOTALS ***			1 CHECKS		6,101.37
1357		NORTHERN ILLINOIS UNIVERSITY							
	I-DCE006805	OSHA TRAINING	R	5/21/2008	2,840.00		004091		2,840.00
				*** VENDOR TOTALS ***			1 CHECKS		2,840.00
1395		OFFICE DEPOT							
	I-430045123-001	OFFICE SUPPLIES	R	5/21/2008	48.96		004092		48.96
				*** VENDOR TOTALS ***			1 CHECKS		48.96
1178		PADDOCK PUBLICATIONS, INC.							
	I-T4056226	LEGAL NOTICE: QR-8/08	R	5/09/2008	170.00		004039		170.00
				*** VENDOR TOTALS ***			1 CHECKS		170.00
1270		PERMA-SEAL BASEMENT SYSTEMS, I							
	I-10426	REPAIR CEMENT HATCH LEAKS	R	5/21/2008	8,850.00		004093		8,850.00
				*** VENDOR TOTALS ***			1 CHECKS		8,850.00
1279		PETERS & ASSOCIATES							
	I-34777	DR IMPLEMENTATION/ ISSUES	R	5/09/2008	1,200.00		004040		
	I-34834	DR IMPLEMENTATION/ISSUES	R	5/09/2008	1,012.50		004040		
	I-34927	DR IMPLEMENTATION/ISSUES	R	5/09/2008	1,462.50		004040		
	I-35161	IT MASTER PLANNING & DR TEST	R	5/09/2008	2,550.00		004040		
	I-35219	IT MASTER PLANNING & DR TEST	R	5/09/2008	1,537.50		004040		
	I-INV022155	SUPPORT FOR SYMANTEC BACKUP	R	5/09/2008	1,667.00		004040		9,429.50

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
1279	PETERS & ASSOCIATES							
I-35485	COMPUTER NETWORK SERVICES	R	5/21/2008	2,000.00		004094		2,000.00
			*** VENDOR TOTALS ***			2 CHECKS		11,429.50
1039	QUILL CORPORATION							
I-6794134	OFFICE SUPPLIES	R	5/09/2008	192.39		004041		
I-6797551	OFFICE SUPPLIES	R	5/09/2008	12.58		004041		
I-6897178	OFFICE SUPPLIES	R	5/09/2008	349.57		004041		554.54
1039	QUILL CORPORATION							
I-7005774	OFFICE SUPPLIES	R	5/21/2008	241.46		004095		
I-7069604	OFFICE SUPPLIES	R	5/21/2008	248.71		004095		
I-7089083	OFFICE SUPPLIES	R	5/21/2008	65.90		004095		
I-7174281	OFFICE SUPPLIES	R	5/21/2008	272.48		004095		
I-7194822	OFFICE SUPPLIES	R	5/21/2008	53.99		004095		
I-7240923	OFFICE SUPPLIES	R	5/21/2008	264.64		004095		1,147.18
			*** VENDOR TOTALS ***			2 CHECKS		1,701.72
1059	RED WING SHOE STORE							
I-450000002505	SAFETY SHOES	R	5/09/2008	382.47		004042		382.47
			*** VENDOR TOTALS ***			1 CHECKS		382.47
1184	JOHN SCHORI							
I-200805021688	TUITION REIMBURSEMENT	R	5/09/2008	2,133.43		004043		2,133.43
			*** VENDOR TOTALS ***			1 CHECKS		2,133.43
1329	C. SEMRAD & ASSOCIATES							
I-200805091693	CONSULTING	R	5/09/2008	3,656.25		004059		3,656.25
			*** VENDOR TOTALS ***			1 CHECKS		3,656.25
1564	SKILLPATH SEMINARS							
I-1198677	RESOURCE MATERIAL	R	5/09/2008	69.40		004060		69.40
			*** VENDOR TOTALS ***			1 CHECKS		69.40
1043	SOOPER LUBE							
I-134832	VEHICLE MAINTENANCE: M-134705	R	5/09/2008	49.44		004044		
I-134845	VEHICLE MAINTENANCE: M-78556	R	5/09/2008	36.20		004044		
I-134962	VEHICLE MAINTENANCE: M-80328	R	5/09/2008	32.45		004044		
I-136323	VEHICLE MAINTENANCE: M-66159	R	5/09/2008	36.20		004044		154.29
			*** VENDOR TOTALS ***			1 CHECKS		154.29
1040	SPECIALTY MAT SERVICE							
I-437619	MAT SERVICE: 04/14/08	R	5/09/2008	56.20		004045		
I-439518	MAT SERVICE, MAINT. SUPPLIES	R	5/09/2008	406.20		004045		462.40
			*** VENDOR TOTALS ***			1 CHECKS		462.40

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
1462	SPRINT							
I-200805211707	CONNECTION CARD: 04/07-05/06	R	5/21/2008	50.72		004096		50.72
			*** VENDOR TOTALS ***			1 CHECKS		50.72
1084	TELSPAN							
I-167554	TELECONFERENCING	R	5/09/2008	13.70		004061		13.70
			*** VENDOR TOTALS ***			1 CHECKS		13.70
1046	TREE TOWNS REPRO SERVICE							
I-105067	DIGITAL SCAN, CD IMPRINTING	R	5/09/2008	17.00		004046		17.00
			*** VENDOR TOTALS ***			1 CHECKS		17.00
1062	WASTE MANAGEMENT							
I-1875153-2008-8	REFUSE DISPOSAL	R	5/09/2008	461.95		004047		461.95
			*** VENDOR TOTALS ***			1 CHECKS		461.95
1220	MICHAEL WEED							
I-200804301682	TUITION REIMBURSEMENT	R	5/09/2008	5,469.30		004048		5,469.30
			*** VENDOR TOTALS ***			1 CHECKS		5,469.30
1010	WEST							
I-815897596	WESTLAW: 04/01/08-04/30/08	R	5/21/2008	384.60		004097		384.60
			*** VENDOR TOTALS ***			1 CHECKS		384.60
1453	WEST-HILL AUTO BODY							
I-2946-1	VEHICLE MAINTENANCE: M-99818	R	5/21/2008	3,677.30		004098		3,677.30
			*** VENDOR TOTALS ***			1 CHECKS		3,677.30

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	90	3,638,636.90	1.84	3,638,638.74
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:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: TOTAL	90	3,638,636.90	0.00	3,638,636.90
BANK: TOTALS:	90	3,638,636.90	1.84	3,638,638.74
REPORT TOTALS:	90	3,638,636.90	1.84	3,638,638.74

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: 5/01/2008 THRU 5/31/2008
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

COUNCIL OF GREAT LAKES GOVERNORS

THE COMPASS

A report from the Council of Great Lakes Governors

June 2008

Chair's Letter

We have been blessed with one of the world's most incredible natural resources. One of our greatest responsibilities is to preserve and protect the Great Lakes so that our children and grandchildren have the same opportunities to enjoy the Lakes that we have today.

Wisconsin Governor Jim Doyle

The Great Lakes waters are also one of our greatest competitive advantages in a 21st century global economy. In a world where water is becoming more precious, the Great Lakes help our businesses grow and attract new ventures. This is not only important to our region's economy but our nation's as well.

On May 27, I signed legislation making Wisconsin the fifth State to ratify the Great Lakes-St. Lawrence River Basin Water Resources Compact. And, Michigan's legislature recently passed Compact legislation unanimously.

Given the high stakes, it is my sincere hope that all of our Great Lakes States will soon join Wisconsin by enacting the Compact. I am optimistic that our Congressional leaders will join with us to turn these protections into both State and Federal law.

Working together, our future looks promising. Thank you for your continued partnership.

-Jim Doyle
Chair, Council of Great Lakes Governors
Governor, State of Wisconsin

Great Lakes-St. Lawrence River Basin Water Resources Compact implementation status. Blue: Enacted into law. Pink: Bill passed two chambers. Red: Bill passed one chamber.

New York, Wisconsin Ratify Great Lakes Compact

Momentum continues to build across the region for the Great Lakes-St. Lawrence River Basin Water Resources Compact (Compact) as State legislatures ratify the Compact and hundreds of stakeholders pledge their support.

New York completed Compact ratification on March 4, 2008. In announcing New York's approval of the Compact, Governor-designate David A. Paterson said, "Unfortunately, water levels in the Great Lakes have seen drastic declines in the last decade, and it is vitally important that we protect and conserve this essential water resource. The Great Lakes Compact demonstrates the commitment of all of the Great Lakes States to work together to achieve that goal."

In Wisconsin, Governor Jim Doyle signed the Compact into law on May 27. Governor Doyle said, "This is an outstanding day for all of Wisconsin. From Lake Superior to the St. Lawrence River, our region is uniting to protect our waters, and I am pleased to lead our State in signing this Compact into law."

He added, "Our Great Lakes waters in many ways define who we are. And now the Great Lakes Compact will ensure that we protect this tremendous resource while responsibly using the water we need to prosper and grow."

(continued p. 4)

Governors Urge Federal Commitment to Renewable Energy Programs

On April 4, 2008, Council of Great Lakes Governors' Chair Wisconsin Governor Jim Doyle joined the Chairs of the Coalition of Northeastern Governors, the Southern States Energy Board, and the Western Governors' Association in requesting Congressional authorization of the National Bioenergy Partnership.

This vital program, which the Council of Great Lakes Governors manages for the Great Lakes region, builds on a collaborative of five successful regional biomass energy programs created by Congress and the U.S. Department of Energy 25 years ago. Federal authorization of this program will strengthen this federal-State-private partnership that recognizes the regional nature of energy resources and works cooperatively to address opportunities and barriers to regional energy markets.

This Partnership is uniquely designed to offer timely and effective support for expanded biomass development by building public and private sector networks; leveraging federal, State, and private resources; and through providing technical assistance, citizen outreach and education.

An example of one of the most recent activities undertaken by the National Bioenergy Partnership is a National Forum on Cellulosic Ethanol held in late April. The Partnership convened this day-long web-based forum as a means of providing current and objective information to State energy officials and others on the status of cellulose-to-ethanol techniques and the future prospects for ethanol. A panel representing the ethanol, automobile, small engine, and petroleum industries also discussed the expanded role ethanol will play in implementing the U.S. Environmental Protection Agency's Renewable Fuel Standard program. The complete presentations, as well as a summary of questions and discussions, are available online at http://www.nrbp.org/updates/2008-04/default.htm

Continued federal support would allow the Partnership to develop a full range of web-based forums on subjects ranging from food versus fuel to on-farm energy development. These webinars provide vital and up-to-date information from experts in their fields to a broad audience without the expense or time required to travel to on-site presentations. Regional webinars can also be tailored to issues that may be specific to our Great Lakes region.

For more information, please visit http://www.cglg.org/biomass/index.asp

GREAT LAKES OF NORTH AMERICA

Press from the United Kingdom recently visited the historic Hotel Baker in St. Charles, Illinois, as part of a media familiarization tour through Illinois and Indiana.

Pictured (from left) are Avril O'Connor, *Elixir Magazine*; Sarah Jones, *Southern Daily Echo*; Emma Crompton, *Prima Magazine*; Melanie Jones, GLNA UK Representative; and Senan Hogan, Press Association.

South American Trade Mission Generates New Sales Leads

In search of new business opportunities, 19 companies from Ohio, Minnesota and Wisconsin traveled to South America in April as part of the Council of Great Lakes Governors' Argentina, Brazil and Chile Trade Mission. The purpose of the mission was to assist small to medium-sized companies from the Great Lakes region export their products and services to the booming Latin American market. During the whirlwind 10 day trip, company representatives visited Santiago, Chile; Buenos Aires, Argentina; and São Paulo, Brazil.

The Council's trade representatives in each country provided participants with extensive market research, logistical support and customized business appointments with potential customers and partners. A series of business briefings and networking events were also held.

Above, from left: Zoë Munro, Veronica Medina, Yumey Cuan and Dave Naftzger meet in Santiago, Chile. Below: Chris Heim of Rimage and Jeff Gunderson of Glue Dots International.

A wide variety of industry sectors from the Great Lakes region were represented including: industrial instruments, lighting, agricultural supplies, computer & ITC supplies, forestry machinery, food services and packaging, law services, industrial tools, multi-media, printing products and recreation construction.

Jeff Gunderson of Glue Dots International, a Wisconsin-based firm that manufactures adhesive products for industrial, specialty and consumer markets, said, "It would have taken me months or years to accomplish what I did on this mission in 10 days. I don't know how I would have done this on my own. One of my main hesitations of pursuing business in South America was the logistics portion and not knowing where to start. Having the airlines, transportation, hotel, interpreters, drivers, and appointments all set-up made it extremely easy."

Glue Dots International met with 20 potential distributors during the mission and hopes to finalize representation in the market in coming weeks and months.

Trade Mission Delegates:

Aova Technologies, A&E Handtools, Bell Lumber & Pole Company, Comtrol Corporation, CWP-Rediheat, Despatch Industries, DMK USA Inc., Glue Dots International, Fecon, Mainstreet Menu Systems, Miller Weldmaster, Ohio Department of Development, Porter Wright Morris & Arthur, Rimage, Rain Drop Products, Tegam, Treeman, Wisconsin Department of Commerce

Interested in the Australia and New Zealand market? The Council of Great Lakes Governors will be leading a trade mission to Australia and New Zealand in March 2009. For more information, please e-mail Zoë Munro at zmunro@cglg.org.

(continued from page 1) Governor Doyle's signing illustrates the regional and bi-partisan consensus that is growing in support of the Compact. Five of the eight Great Lakes States have now completed enactment of the Compact's protections—Minnesota, Illinois, Indiana, New York and Wisconsin.

Milwaukee, Wisconsin. Photo courtesy Shaili Pfeiffer, Wisconsin Department of Natural Resources.

Both legislative chambers in Michigan have passed the Compact although final approval is pending further action on related State implementing legislation. One legislative chamber in Ohio and Pennsylvania has passed the Compact, and further action is anticipated in coming days and weeks in both States.

To date, more than 1200 State legislators have voted to approve the Compact—about 95 percent of all legislators who have cast a vote on its protections.

Additionally, it has attracted the support of key members of Congress, Mayors and local government officials as well as more than 150 diverse groups of stakeholders who depend on the Great Lakes.

For information on the current status of the Compact, visit http://cglg.org/projects/water/CompactImplementation.asp

Congress Holds Hearing on Great Lakes Restoration and Protection

On April 18, the Water Resources and Environment Sub-committee of the U.S. House Transportation and Infrastructure Committee held a field hearing in Green Bay, Wisconsin. The focus of the hearing was on Great Lakes water levels, aquatic invasive species and other Great Lakes issues. Secretary Matt Frank of the Wisconsin Department of Natural Resources testified on behalf of the Council of Great Lakes Governors.

"Restoring and protecting the Great Lakes is a persistent challenge requiring myriad and collaborative actions across all levels of government. Required actions are not easily isolated from one another, nor should they be, and we must look at all of the challenges that face our Great Lakes," Secretary Frank stated during the hearing.

During his testimony, he noted in particular the challenges the region faces through the continued introduction of aquatic invasive species, the need to restore wetlands, and the critical importance of reauthorizing the Legacy Act, which would provide funds to restore toxic hot spots across the Great Lakes region.

Secretary Frank took particular note of the importance of the Great Lakes-St. Lawrence River Basin Water Resources Compact, and asked for the Sub-committee's support when the Compact comes before Congress for its approval.

Further information on the Governors' work to restore and protect the Great Lakes, and the text of Secretary Frank's testimony can be found at http://www.cglg.org/projects/priorities/index.asp

Council of Great Lakes Governors Board of Directors

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Jennifer M. Granholm, *Governor of Michigan*

Tim Pawlenty, *Governor of Minnesota*

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Water&Wastewater NEWS

FOUND BY COMMISSIONER POOLE

Illinois EPA Water Tests Show Trace Levels of Drugs

May 30, 2008

The Illinois EPA recently released preliminary results from water samples taken across the state to determine levels, if any, of unregulated pharmaceuticals and personal care products in state drinking water supplies.

Preliminary findings indicate that Illinois' drinking water continues to be safe, and the state agency sees no cause for immediate concern. While there are no federal standards established for pharmaceuticals, the Illinois EPA tested drinking water across the state as a proactive measure to assess the scope of the presence of pharmaceuticals in waterways to ensure that drinking water supplies are adequately protected.

"While the preliminary findings didn't show anything that would lead us to believe there is a human health concern, we believe that the consumers deserve as much information about their drinking water as we can provide to them," said Illinois EPA Director Doug Scott. "That's why we'll continue to monitor the safety of drinking water supplies and educate the public about how to keep pharmaceuticals and personal care products out of our water supplies."

In March, the agency collected samples from both untreated "source" water and from the treated drinking water from public water supplies in Chicago, Aurora, Elgin, East St. Louis, and Rock Island. In addition, the city of Springfield collected its own samples and provided the data to Illinois EPA. This data can be seen on the Web at www.epa.state.il.us/water/pharm-data-summary.pdf.

The samples were analyzed for several types of pharmaceuticals and chemicals commonly found in prescription medications and commonly used in personal products, including pain relievers, antibiotics, anticonvulsants, antidepressants, an insect repellant, and chemicals derived from coffee and tobacco. While water samples were tested for 57 chemicals, results show 17 chemicals detected at low levels.

In order to assess the safety of the very low levels of the chemicals found in the treated drinking water, Illinois EPA toxicologists, in consultation with the Illinois Department of Public Health, will now evaluate the concentrations of pharmaceuticals and other chemicals. They will develop conservative screening levels to determine what concentrations will adequately protect public health, and then compare the reported levels to the screening levels to decide if any of the chemicals pose a public health risk. Once this evaluation is completed, Illinois EPA will provide the results to public water supply agencies and to the general public.

In an effort to reduce the amount of pharmaceuticals discharged into our environment, the Illinois EPA is working with communities across the state to collect and safely dispose of unwanted and unused pharmaceuticals. The agency also accepts pharmaceuticals at its Household Hazardous Waste collection events across the state, held each spring and fall.