



# DuPage Water Commission

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

## AGENDA

### DUPAGE WATER COMMISSION

THURSDAY, JUNE 23, 2011  
7:30 P.M.

600 EAST BUTTERFIELD ROAD  
ELMHURST, IL 60126

- I. Call to Order and Pledge of Allegiance
- II. Roll Call  
(Majority of the Commissioners then in Office—minimum 7)
- III. Public Comments (limited to 5 minutes per person)
- IV. Approval of Minutes  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To approve the Minutes of the May 19, 2011 Regular Meeting and the Executive Session Minutes of the May 19, 2011 Regular Meeting of the DuPage Water Commission (Voice Vote).**

- V. Treasurer's Report – May 2011  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To accept the May 2011 Treasurer's Report (Voice Vote).**

- VI. Committee Reports
  - A. Finance Committee
    1. Report of 6/23/11 Finance Committee
    2. Ordinance No. O-13-11: An Ordinance Approving and Authorizing the Execution of an Installment Finance Lease Purchase Agreement and a Maintenance Contract with Konica Minolta Business Solutions U.S.A., Inc. and Authorizing the Trade-In of Existing Multi-Function Copiers  
(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

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

**RECOMMENDED MOTION: To adopt item number 2 under the Finance Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**

3. Actions on Other Items Listed on 6/23/11 Finance Committee Agenda

B. Administration Committee

1. Report of 6/23/11 Administration Committee
2. Ordinance No. O-12-11: An Ordinance Adopting an Identity-Protection Policy  
(Concurrence of a Majority of the Appointed Commissioners—7)

**RECOMMENDED MOTION: To adopt item number 2 under the Administration Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**

3. Actions on Other Items Listed on 6/23/11 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 6/23/11 Engineering & Construction Committee
2. Ordinance No. O-10-11: An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County  
(Concurrence of a Majority of the Appointed Commissioners—7)
3. Ordinance No. O-11-11: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Steeple Run Service Area  
(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)
4. Resolution No. R-27-11: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the June 23, 2011, DuPage Water Commission Meeting—**Not-to-Exceed \$15,000.00**  
(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)
5. Resolution No. R-28-11: A Resolution Approving a Second Amendment to Task Order No. 6 Under the Master Contract with EN Engineering, LLC—**\$22,000.00 increase for a new not-to-exceed cost limit of \$145,000.00**  
(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

6. Resolution No. R-29-11: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the June 23, 2011, DuPage Water Commission Meeting—**Rossi Contractors, Inc. \$29,500.00 (estimated)**

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

7. Resolution No. R-30-11: A Resolution Awarding Quick Response Contract (Contract QR-9/11)—**Airy's Inc. and Rossi Contractors, Inc. (indeterminate amount)**

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

8. Resolution No. R-31-11: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-5/10 at the June 23, 2011, DuPage Water Commission Meeting—**McWilliams Electric Co. Inc. \$11,026.00 (estimated)**

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

**RECOMMENDED MOTION: To adopt item numbers 2 through 8 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**

9. Purchase Order No. 12914 in the amount of \$24,280.00 to Infor Global Solutions

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

**RECOMMENDED MOTION: To approve Purchase Order No. 12914 in the amount of \$24,280.00 to Infor Global Solutions (Roll Call).**

10. Actions on Other Items Listed on 6/23/11 Engineering & Construction Committee Agenda

## VII. Accounts Payable

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

**RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$4,605,059.28, subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).**

**RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$1,059,100.00, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).**

## VIII. Chairman's Report

## IX. Omnibus Vote Requiring Majority Vote

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

XI. Old Business

- Request by City of Naperville to Pay for the Cost of Relocation of Transmission Main at 75<sup>th</sup> Street and Washington Street

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

XII. New Business

XIII. Executive Session

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

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

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

XIV. Adjournment

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

**MINUTES OF A MEETING OF THE  
DuPAGE WATER COMMISSION  
HELD ON THURSDAY MAY 19, 2011  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

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

Commissioners in attendance: L. Crawford, T. Cullerton, R. Furstenau, D. Loftus, J. Pruyne, F. Saverino, M. Scheck, P. Suess, J. B. Webb, and J. Zay

Commissioners Absent: C. Janc, W. Murphy, and D. Russo

Also in attendance: J. Spatz, T. McGhee, R. Skiba, M. Crowley, R. C. Bostick, J. Schori, E. Kazmierczak, M. Weed, and F. Frelka

**PUBLIC COMMENT**

None

**APPROVAL OF MINUTES**

Commissioner Furstenau requested that the April 21, 2011 Committee of the Whole minutes should be revised to reflect that staff agreed with Commissioner Furstenau's notation of a mathematical error in line item 01-60-6280. There being no disagreement, Commissioner Saverino moved to approve the Minutes of the April 21, 2011 Committee of the Whole Meeting, as revised as requested by Commissioner Furstenau, the Executive Session Minutes of the April 21, 2011 Committee of the Whole Meeting, the Minutes of the April 21, 2011 Regular Meeting, and the Executive Session Minutes of the April 21, 2011 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Suess and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**TREASURER'S REPORT**

Former Financial Administrator Skiba presented the April 2011 Treasurer's Report, consisting of seven pages designated Reports A (2 pages), B (4 pages), and C (1 page).

With respect to Report A, Former Financial Administrator Skiba noted that the April 2011 report reflected a \$3.08MM positive cash flow excluding construction expenditures. With respect to Report B, Former Financial Administrator Skiba explained that Report B showed total funds for the month at \$70.2MM, including a \$12.2MM surplus. With respect to Report C, Former Financial Administrator Skiba explained that Report C similarly reflected \$70.2MM of cash and investments and noted that Reports A and C reconciled with each other.

## Minutes of the 5/19/11 Meeting

Commissioner Furstenau suggested that quarterly statements be developed to track and project fund balances as the Commission approaches the sun setting of its sales tax authority. Chairman Zay responded, and Commissioner Suess confirmed, that General Manager Spatz was working with the Finance Committee to develop a five year plan of projected water rate increases to address the loss of sales tax revenue.

Commissioner Furstenau moved to accept the April 2011 Treasurer's Report.  
Seconded by Commissioner Loftus and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

### **COMMITTEE REPORTS**

#### **Finance Committee – Reported by Commissioner Suess**

Commissioner Suess reported that the Finance Committee met with nominated Treasurer Narducci and reviewed the items listed on the Finance Committee Agenda and, specifically, the refinancing of the \$40MM Certificate of Debt with its interest rate reduction of 2¼ percentage points.

Commissioner Suess also reported that the Finance Committee discussed and recommended that an \$8MM prepayment of principal on the \$30MM West Suburban Bank Certificate of Debt be made on the next interest payment date, June 21, 2011. Commissioner Suess noted that the recommended \$8MM prepayment, in addition to the inadvertently omitted \$375,000 interest payment, was included on the revised Accounts Payable for invoices that have not yet been received but have been estimated which was placed at each Commissioner's desk before the meeting.

Commissioner Suess also noted that between the final payment on the Commission's General Obligation Bonds, the annual Revenue Bond principal payment, and the proposed \$8MM prepayment on the Certificate of Debt, the Commission will have paid off approximately \$25MM in debt since the financial downturn. Former Financial Administrator Skiba commented that the amount was closer to \$30MM.

With regards to the draft budget and appropriation ordinance, Commissioner Suess indicated that the ordinance would give maximum flexibility back to the General Manager to respond to emergencies by appropriating amounts in excess of the budget which, in turn, would eliminate the need for public hearings on appropriation ordinance amendments and/or monthly appropriation transfers. Commissioner Furstenau stated the draft ordinance appears to increase the operating budget by 35%. Chairman Zay responded that the management budget has not increased but, rather, the ordinance returns the flexibility to management that was suspended last year. General Manager Spatz confirmed that he is bound to follow the approved management budget and cannot spend over the established limits without prior board approval.

Commissioner Suess next reported that discussions were held with the Commission's financial consultant, Baker Tilly, to develop a focused work plan and project completion schedules.

## Minutes of the 5/19/11 Meeting

Commissioner Suess moved to confirm Chairman Zay's appointment of Nicholas J. Narducci to serve as the Treasurer of the DuPage Water Commission, subject to the advice and consent of the DuPage County Board. Seconded by Commissioner Pruyn and unanimously approved by a Roll Call Vote:

Ayes: L. Crawford, T. Cullerton, R. Furstenau, D. Loftus, J. Pruyn, F. Saverino, M. Scheck, P. Suess, J. B. Webb, and J. Zay

Nays: None

Absent: C. Janc, W. Murphy, and D. Russo

### **Administration Committee – Reported by Commissioner Crawford**

Commissioner Crawford reported that the Administration Committee continued its discussion regarding the possibility of going paperless for future Board meetings and advised that staff contacted several other government agencies and also arranged for four demonstrations of various electronic meeting systems and applications. Commissioner Crawford indicated that additional demonstrations for Commissioners would be scheduled, to be followed by cost analyses and an eventual recommendation from staff. Lastly, Commissioner Crawford noted that the Committee had no progress to report regarding the comprehensive amendment and restatement of the Commission's By-Laws.

### **Engineering & Construction Committee – Reported by Commissioner Loftus**

Commissioner Loftus reported that a discussion was held regarding various pipeline projects in design, all of which appear to be viable and have been budgeted for FY-11/12.

Commissioner Loftus also reported that a discussion was held regarding Work Authorization Order No. 27 under Quick Response Contract QR-8/08 in which work in an IDOT right of way required immediate action of the Commission to address an existing structure conflict with ongoing bridge rehabilitation work. Commissioner Loftus added that ratification of Work Authorization Order No. 27 would be brought before the Board at the Commission's June 2011 meeting.

Commissioner Loftus finally reported that the Engineering & Construction Committee reviewed and recommended for approval the sole resolution listed on the Engineering & Construction Committee Agenda.

Commissioner Loftus moved to adopt item 2 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote:

## Minutes of the 5/19/11 Meeting

### **Engineering & Construction Omnibus Vote**

Ayes: L. Crawford, T. Cullerton, R. Furstenau, D. Loftus, J. Pruyn, F. Saverino, M. Scheck, P. Suess, J. B. Webb, and J. Zay

Nays: None

Absent: C. Janc, W. Murphy, and D. Russo

Item 2: Resolution No. R-26-11: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the May 19, 2011, DuPage Water Commission Meeting—"Engineering & Construction Omnibus Vote"

General Manager Spatz reported that the Lexington Pumping Station Electric Generation and Photovoltaic projects received two peer-reviewed engineering awards and press events were being scheduled to accept the awards.

### **ACCOUNTS PAYABLE**

In regards to the Accounts Payable, Commissioner Furstenau inquired if there was a mechanism in place to "true up" the estimated payments listed on the Accounts Payable. Former Financial Administrator Skiba responded in the negative but advised that if an invoice came in above the estimated amount, payment would only be tendered up to the approved amount and additional board action would be required to approve payment of the balance. At which point, Commissioner Cullerton moved to approve the revised Accounts Payable in the amount of \$13,203,943.31, subject to submission of all contractually required documentation, for invoices that have been received and for invoices that have not yet been received but have been estimated. Seconded by Commissioner Suess and unanimously approved by a Roll Call Vote:

Ayes: L. Crawford, T. Cullerton, R. Furstenau, D. Loftus, J. Pruyn, F. Saverino, M. Scheck, P. Suess, J. B. Webb, and J. Zay

Nays: None

Absent: C. Janc, W. Murphy, and D. Russo

### **CHAIRMAN'S REPORT**

Chairman Zay thanked the entire staff for all their dedication and hard work during the past one and one-half years, noting that while the financial situation was being scrutinized and addressed, the staff continued to pump and deliver water and services with professionalism and without incident.

### **OMNIBUS VOTE REQUIRING MAJORITY VOTE**

None



**OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE**

None

**OLD BUSINESS**

Commissioner Furstenau inquired as to the status of negotiations between DuPage County and the City of Naperville regarding the sharing of costs incurred in relocating the Commission's Transmission Main at 75<sup>th</sup> Street and Washington Street. Chairman Zay indicated that the County had not received the final costs from the City of Naperville. Commissioner Furstenau indicated that he would contact City of Naperville staff to expedite the final cost determination.

Chairman Zay requested an update on the status of the collective bargaining negotiations. General Manager Spatz advised that one unit had proposed an out of line economic package that staff rejected, and the other unit had yet to make an economic proposal. General Manager Spatz added that he was also negotiating on the basis of resisting any benefit increases.

Commissioner Furstenau suggested deferring the discussion of collective bargaining negotiations to Executive Session.

**NEW BUSINESS**

None

**EXECUTIVE SESSION**

After the Staff Attorney Crowley advised that the compensation of specific employees, or classes of employees, and collective bargaining negotiations were appropriate topics for discussion in Executive Session, Commissioner Furstenau moved to go into Executive Session to discuss to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2). Seconded by Commissioner Pruyn and approved by a Roll Call Vote:

Ayes: L. Crawford, R. Furstenau, D. Loftus, J. Pruyn, F. Saverino, M. Scheck, P. Suess, and J. B. Webb

Nays: T. Cullerton

Present: J. Zay

Absent: C. Janc, W. Murphy, and D. Russo

The Board went into Executive Session at 8:00 P.M.

Commissioner Cullerton left the meeting at 8:16 P.M.

## Minutes of the 5/19/11 Meeting

Commissioner Scheck moved to come out of Executive Session at 8:17 P.M.  
Seconded by Commissioner Webb and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Furstenau moved to adjourn the meeting at 8:19 P.M. Seconded by  
Commissioner Scheck and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/2011/Rcm110519.docx

Monthly Net Operating Cash Flow

DPWC-Normal REPORT A 5/31/2011	5/31/2011	06/30/11	07/31/11	1st Fiscal Quarter	08/31/11	09/30/11	10/31/11	2nd Fiscal Quarter
<b>REVENUE</b>								
All Water Sales (Lag approx. two month)	\$ 5,776,623	\$ -	\$ -	\$ 5,776,623	\$ -	\$ -	\$ -	\$ -
Sales Tax (Lags by three months)	\$ 2,265,578	\$ -	\$ -	\$ 2,265,578	\$ -	\$ -	\$ -	\$ -
Investment Income	\$ 19,999	\$ -	\$ -	\$ 19,999	\$ -	\$ -	\$ -	\$ -
Other Revenue	\$ 310	\$ -	\$ -	\$ 310	\$ -	\$ -	\$ -	\$ -
<b>Total Operating Revenue</b>	<b>\$ 8,062,510</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,062,510</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>EXPENSES</b>								
Water Supply Purchases (Lags by one month)	\$ 4,250,460	\$ -	\$ -	\$ 4,250,460	\$ -	\$ -	\$ -	\$ -
Other Water Supply Costs (Lag approx. one month)	\$ (99,982)	\$ -	\$ -	\$ (99,982)	\$ -	\$ -	\$ -	\$ -
Personal (Lag approx. one week)	\$ 190,468	\$ -	\$ -	\$ 190,468	\$ -	\$ -	\$ -	\$ -
Contractual (Lag approx. one month)	\$ 60,697	\$ -	\$ -	\$ 60,697	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 6,798	\$ -	\$ -	\$ 6,798	\$ -	\$ -	\$ -	\$ -
Administrative (Lag approx. one month)	\$ 112,466	\$ -	\$ -	\$ 112,466	\$ -	\$ -	\$ -	\$ -
Land and Right of Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital	\$ 65,738	\$ -	\$ -	\$ 65,738	\$ -	\$ -	\$ -	\$ -
Transfer to Revenue Bond Trustee	\$ 1,190,766	\$ -	\$ -	\$ 1,190,766	\$ -	\$ -	\$ -	\$ -
Debt Certificate Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Expenses</b>	<b>\$ 5,777,410</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,777,410</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Cash Diff</b>	<b>\$ 2,285,100</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,285,100</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Cumulative Net Cash Diff</b>	<b>\$ 2,285,100</b>	<b>\$ 2,285,100</b>	<b>\$ 2,285,100</b>	<b>\$ 2,285,100</b>	<b>\$ 2,285,100</b>	<b>\$ 2,285,100</b>	<b>\$ 2,285,100</b>	<b>\$ -</b>

Note—Revenue excludes Bond/Debt proceeds; Expenses exclude construction and bond payments

Total Expenses Above	\$ 5,777,410	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer to Revenue Bond Trustee	\$ (1,190,766)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment to bond Holders	\$ 12,428,719	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Capital Contributions (Report c)	\$ (431,329)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Expenses on Report C</b>	<b>\$ 16,584,034</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Customer Accounts Receivable	\$ 6,900,931	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Accounting O&M Water Revenue(No-Lag)	\$ 4,779,661	\$ -	\$ -	\$ 4,779,661	\$ -	\$ -	\$ -	\$ -
Total Accounting Chicago Water Purchases (No-Lag)	\$ 4,781,220	\$ -	\$ -	\$ 4,781,220	\$ -	\$ -	\$ -	\$ -

May 31, 2011  
 DPWC MONTHLY CASH/OPERATING REPORT  
 REPORT B

	TARGETED Reserve/Cash Amount-Needed	5/31/2011	
		Amount On Hand	Amount Over - (Under) Requirement
TABLE 1	A	B	C
<b>RESERVE ANALYSIS</b>			
A .Operating Cash Contingency (Two Months)	\$ 13,000,000	\$ 30,380,736	\$ 17,380,736
B. Current Construction Obligations-April 30, 2010 Carry Over	\$ 2,677,327	\$ -	\$ (2,677,327)
C. Depreciation Reserve - Revenue Bond	\$ 5,000,000	\$ 5,000,000	\$ -
D. O+M Account (See Note 1 Below) - Revenue Bond	\$ 12,147,384	\$ 12,147,384	\$ -
E. O+M Reserve (Two Month's Operating at est. \$6.2M/Mo.) - Revenue Bond	\$ 12,365,233	\$ 12,365,233	\$ -
<b>TOTAL SUMMARY CASH + RESERVE ANALYSIS</b>	<b>\$ 45,189,944</b>	<b>\$ 59,893,353</b>	<b>\$ 14,703,409</b>

TABLE 2			
OTHER CASH			
F. Revenue Bond Reserve (EA. month from operating budget approx \$1.2M)	\$ 14,289,188	\$ 1,190,091	
G. GO Bond 2011 Payment-Final Payment March 2011	\$ -	\$ -	
H. Customer Construction Escrows	\$ 648,884	\$ 648,884	
<b>TOTAL TABLE 2-OTHER CASH</b>	<b>\$ 14,938,071</b>	<b>\$ 1,838,975</b>	
	<b>TOTAL MONTH END FUNDS CASH BALANCE-Table1+2</b>	<b>\$ 61,732,327</b>	

TABLE 3--DEBT	
I. REVENUE BOND FINAL PAYMENT MAY-2016 (RELEASE RESERVE C+D+E)	\$ 61,465,000
J. WEST SUBURBAN BANK-DUE DEC-2010 (OR RENEW/REFINANCE)	\$ 30,000,000
K. NORTHERN TRUST BANK-DUE MAY-2011 (OR RENEW/REFINANCE)	\$ 40,000,000

Note 1: The O&M Account requirement varies from month to month. The cash balance for FY2011-12 must be 1/12 of the annual o the end of any month.

REVENUE	CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL FY 2011
WATER SALES	5,776,623.24	5,776,623.24
SALES TAXES	2,265,578.16	2,265,578.16
INVESTMENT INCOME	19,999.02	19,999.02
PROCEEDS OF DEBT ISSUED	0.00	0.00
OTHER INCOME	310.00	310.00
<b>TOTAL REVENUE</b>	<b>8,062,510.42</b>	<b>8,062,510.42</b>
<b>EXPENSES</b>		
PERSONAL SERVICES	190,467.64	190,467.64
CONTRACTUAL SERVICES	60,697.21	60,697.21
INSURANCE	6,798.00	6,798.00
ADMINISTRATIVE COSTS	112,465.86	112,465.86
WATER SUPPLY COSTS	4,150,477.65	4,150,477.65
BOND PRINCIPAL & INTEREST	12,428,718.75	12,428,718.75
LAND AND RIGHT OF WAY	0.00	0.00
CAPITAL OUTLAY	65,737.94	65,737.94
<b>TOTAL OPERATING EXPENSES</b>	<b>17,015,363.05</b>	<b>17,015,363.05</b>
CONSTRUCTION/INTERGOVERNMENTAL EXPENSE (NOTE 1)	(431,329.35)	(431,329.35)
<b>TOTAL EXPENSES</b>	<b>16,584,033.70</b>	<b>16,584,033.70</b>
<b>NET FUND TRANSACTIONS</b>	<b>(8,521,523.28)</b>	<b>(8,521,523.28)</b>
BEGINNING BALANCE		70,253,850.76
<b>ENDING BALANCE</b>		<b>61,732,327.48</b>


FUNDS CONSIST OF:	May 31, 2011	April 30, 2011	INCR. - (DECR.)
PETTY CASH	800.00	800.00	0.00
CASH AT MB FINANCIAL LOCK BOX	657,152.56	2,845.52	654,307.04
CASH AT HARRIS BANK	191,845.40	142,689.92	49,155.48
<b>TOTAL CASH</b>	<b>849,797.96</b>	<b>146,335.44</b>	<b>703,462.52</b>
ILLINOIS FUNDS MONEY MARKET	59,692,417.96	57,697,520.58	1,994,897.38
GOVERNMENT MONEY MARKET FUNDS	822.26	1,181,185.83	(1,180,363.57)
U. S. TREASURY INVESTMENTS	1,189,289.30	11,228,808.91	(10,039,519.61)
U. S. AGENCY INVESTMENTS	0.00	0.00	0.00
CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
<b>TOTAL INVESTMENTS</b>	<b>60,882,529.52</b>	<b>70,107,515.32</b>	<b>(9,224,985.80)</b>
<b>TOTAL FUNDS</b>	<b>61,732,327.48</b>	<b>70,253,850.76</b>	<b>(8,521,523.28)</b>

	May 31, 2011	April 30, 2011	% CHANGE
ILLINOIS FUNDS MONEY MARKET	98.0%	82.3%	3.5%
GOVERNMENT MONEY MARKET FUNDS	0.0%	1.7%	-99.9%
U. S. TREASURY INVESTMENTS	2.0%	16.0%	-89.4%
U. S. AGENCY INVESTMENTS	0.0%	0.0%	N/A
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
<b>TOTAL FUNDS</b>	<b>100.0%</b>	<b>100.0%</b>	<b>-13.2%</b>

Note 1 - Negative due to construction recapture credit received on Chicago water payment exceeding construction outlays.

DATE: June 16, 2011

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Finance Committee	<b>ORIGINATING DEPARTMENT</b> General Manager's Office
<b>ITEM</b> An Ordinance Approving and Authorizing the Execution of an Installment Finance Lease Purchase Agreement and a Maintenance Contract with Konica Minolta Business Solutions U.S.A., Inc. and Authorizing the Trade-In of Existing Multi-Function Copiers  Ordinance No. O-13-11	<b>APPROVAL</b>  
<p>Account No.: 01-60-6810 (Lease—\$820.74/mo.) <i>MC</i> 01-60-6550 (Maintenance—estimated \$508.08/mo.) <i>MC</i></p> <p>Ordinance No. O-13-11 would approve a five year installment financing lease purchase agreement with Konica Minolta Business Solutions U.S.A., Inc. (KMBS) pursuant to §17(b) of the Local Government Debt Reform Act, 30 ILCS 350/17(b), at a cost of \$820.74 per month, which translates to an annual payment of \$9,848.88. Ordinance No. O-13-11 also would approve an automatically renewable one-year maintenance contract at an estimated cost of \$508.08 per month, which translates to an estimated annual cost of \$6,096.96. Finally, Ordinance No. O-13-11 would authorize the trade in of the Commission's existing copiers for a \$1,500.00 (\$500.00 per device) cash rebate to be paid 8-10 weeks after delivery.</p> <p>Staff is proposing to lease three multi-function copiers over a five year term at a nominal interest rate of 6.362%, which does not exceed the maximum rate allowed by §2 of the Bond Authorization Act, 30 ILCS 305/2. The portion of the payments to be made under the lease that are designated as interest are set forth in Exhibit B to the lease attached as Exhibit 1 to the Ordinance. The indebtedness to be incurred under the lease, when aggregated with the existing indebtedness of the Commission, does not exceed the maximum allowed by §2(d) of the Water Commission Act of 1985, 70 ILCS 3720/2(d).</p> <p><b>It is important to note</b> that the lease provides that the Commission is granting a purchase money security interest in the copiers to KMBS. Although the Staff Attorney disputed the Commission's authority to make such a grant, others have assumed that authority is implicit in the general contracting authority granted to units of local government. After the Staff Attorney relayed her concerns to KMBS's bank, KMBS agreed that no legal opinion would be required.</p> <p><b>It is also important to note</b> that, in order to obtain the most favorable leasing terms available, the lease will be issued on a tax exempt bank qualified basis. As a result, the Commission will not be able to issue more than \$10MM in tax exempt financing in the 2011 calendar year and, in the event the income tax exemption is lost or deemed not to apply, the monthly lease payments will increase to preserve KMBS' originally anticipated yield of 6.362%.</p>	

<b>AGENDA SECTION</b>	Finance Committee	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	<p>An Ordinance Approving and Authorizing the Execution of an Installment Finance Lease Purchase Agreement and a Maintenance Contract with Konica Minolta Business Solutions U.S.A., Inc. and Authorizing the Trade-In of Existing Multi-Function Copiers</p> <p>Ordinance No. O-13-11</p>	<b>APPROVAL</b>	
<p>Under the terms of the lease, the Commission bears the entire risk of loss of or damage to the copiers and is required to insure them for their full replacement value without deductible or co-insurance and with KMBS named as the sole loss payee. In the event of any loss or damage, the Commission is required to repair or restore the copiers to working condition regardless of whether such loss or damage is covered by insurance. In addition, the lease provides KMBS with various self-help remedies.</p> <p>Ordinance No. O-13-11 also approves a maintenance contract with KMBS. The maintenance contract defines parameters of service and, among other things and fairly typically, disclaims all representations and warranties except that the services will be provided in accordance with the manufacturer's recommendations; limits KMBS' liability and the Commission's remedies to acquiring replacement services; obligates the Commission to hold harmless and indemnify KMBS for all loss except to the extent caused by the sole negligence of KMBS; and provides KMBS with various self-help remedies.</p> <p>The FY 2011-2012 budget for the lease is \$20,000.00 and \$9,432.00 for maintenance.</p> <p>The lease contains a non-appropriation provision such that if sufficient funds are not appropriated to make lease payments or to purchase or lease replacement copiers in any given year, the Commission may terminate the lease at the end of the then current fiscal year so long as the Commission returns the copiers.</p> <p>Under the maintenance contract, the Commission may refuse to renew for any successive one-year term by 30 days notice given prior to the end of the then current one-year term. In addition, the Commission may terminate at any time upon 30 days notice and payment of an early termination fee.</p> <p>As such, sealed bids were not required under the Commission's By-Laws because the FY 2011-2012 lease payments, when aggregated with the estimated annual maintenance costs, do not exceed \$20,000.</p>			
<b>MOTION:</b> To adopt Ordinance No. O-13-11.			

DuPAGE WATER COMMISSION

ORDINANCE NO. O-13-11

AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF AN INSTALLMENT FINANCE  
LEASE PURCHASE AGREEMENT AND A MAINTENANCE  
CONTRACT WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.  
AND AUTHORIZING THE TRADE-IN OF EXISTING MULTI-FUNCTION COPIERS

PREAMBLES

WHEREAS

A. The DuPage Water Commission, Illinois (the "*Commission*"), is a duly organized water commission and unit of local government of the State of Illinois (the "*State*") operating, *inter alia*, under and pursuant to the following laws:

1. the Water Commission Act of 1985 and Division 135 of Article 11 of the Illinois Municipal Code (collectively, the "*Water Commission Act*");

2. the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and in particular, the provisions of Section 17 of the Debt Reform Act (the "*Installment Lease Purchase Provisions of the Debt Reform Act*"); and

3. all other Omnibus Bond Acts of the State;

in each case, as supplemented and amended (collectively, "*Applicable Law*").

B. The Board of Commissioners has considered the needs of the Commission and, in so doing, the Board of Commissioners has deemed and does now deem it advisable, necessary, and for the best interests of the Commission in order to promote and protect the public health, welfare, safety and convenience of the residents of the Commission to provide for the lease purchase of certain multi-function copiers (the "*Lease Purchase Program*"), all as shown in Exhibit 1.

C. The Board of Commissioners has estimated the total cost of the Lease Purchase Program to be \$49,244.40, including interest charges of \$7,155.40.



D. Pursuant to the Installment Lease Purchase Provisions of the Debt Reform

Act, as amended, the Commission has the powers as follows:

The governing body of each governmental unit may purchase or lease either real or personal property, including investments, investment agreements, or investment services, through agreements that provide that the consideration for the purchase or lease may be paid through installments made at stated intervals for a period of no more than 20 years or another period of time authorized by law, whichever is greater *provided, however*, that investments, investments agreements or investment services purchased in connection with a bond issue may be paid through installments made at stated intervals for a period of time not in excess of the maximum term of such bond issue. Each governmental unit may issue certificates evidencing the indebtedness incurred under the lease or agreement. The governing body may provide for the treasurer, comptroller, finance officer, or other officer of the governing body charged with financial administration to act as counter-party to any such lease or agreement, as nominee lessor or seller. When the lease or agreement is executed by the officer of the governmental unit authorized by the governing body to bind the governmental unit thereon by the execution thereof and is filed with and executed by the nominee lessor or seller, the lease or agreement shall be sufficiently executed so as to permit the governmental unit to issue certificates evidencing the indebtedness incurred under the lease or agreement. The certificates shall be valid whether or not an appropriation with respect thereto is included in any annual or supplemental budget adopted by the governmental unit. From time to time, as the governing body executes contracts for the purpose of acquiring and constructing the services or real or personal property that is a part of the subject of the lease or agreement, including financial, legal, architectural, and engineering services related to the lease or agreement, the governing body shall order the contracts filed with its nominee officer, and that officer shall identify the contracts to the lease or agreement; that identification shall permit the payment of the contract from the proceeds of the certificates; and the nominee officer shall duly apply or cause to be applied proceeds of the certificates to the payment of the contracts. The governing body of each governmental unit may sell, lease, convey, and reacquire either real or personal property, or any interest in real or personal property, upon any terms and conditions and in any manner,

as the governing body shall determine, if the governmental unit will lease, acquire by purchase agreement, or otherwise reacquire the property, as authorized by this subsection or any other applicable law.

All indebtedness incurred under this subsection, when aggregated with the existing indebtedness of the governmental unit, may not exceed the debt limits provided by applicable law.

E. The Board of Commissioners finds that it is desirable and in the best interests of the Commission to avail of the provisions of the Installment Lease Purchase Provisions of the Debt Reform Act, as quoted, as follows:

1. To authorize an Installment Finance Lease Purchase Agreement (the "*Agreement*") more particularly as described and provided as set forth in lease purchase agreement attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 to this Ordinance; and

2. To authorize the General Manager of the Commission (the "*General Manager*") and the Commission Clerk (the "*Clerk*") to execute and attest, respectively, the Agreement on behalf of the Commission and to file same with the Clerk in his or her capacity as keeper of the records and files of the Commission.

F. Pursuant to the Water Commission Act and, specifically, Section 6 of Division 135 of Article 11 of the Illinois Municipal Code, the Commission is authorized to sell or otherwise dispose of personal property in such manner as the Board shall determine.

G. The Board of Commissioners finds that it is desirable and in the best interests of the Commission to trade in the Commission's existing multi-function copiers for a \$1,500 (\$500 per device) cash rebate to be paid eight to ten weeks after delivery.

NOW, THEREFORE, Be It Ordained by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook, and Will, Illinois, as follows:

*Section 1. Definitions.* Words and terms used in this Ordinance shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles hereto.

Applicable Law

Board of Commissioners

General Manager

Clerk

Commission

Debt Reform Act

Installment Lease Purchase Provisions of the Debt Reform Act

Lease Purchase Program

State

Water Commission Act

B. The following words and terms are defined as set forth.

*"Agreement"* means the Installment Finance Lease Purchase Agreement, as referred to in the preambles of this Ordinance, for the purpose of providing for the lease purchase and financing of the Lease Purchase Program.

*"Code"* means the Internal Revenue Code of 1986, as amended.

*"KMBS"* means Konica Minolta Business Solutions U.S.A., Inc.

*"Ordinance"* means this Ordinance, numbered as set forth on the title page hereof, and passed by the Board of Commissioners on the 23<sup>rd</sup> day of June 2011.

*"Tax-Exempt"* means the status of interest paid under the Agreement as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

C. Definitions also appear in the preambles hereto or in specific sections, as appear below. The headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

*Section 2. Incorporation of Preambles.* The Board of Commissioners hereby finds that the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

*Section 3. Certain Determinations of the Board of Commissioners.* It is necessary and advisable for the public health, safety, welfare, and convenience of residents of the Commission to pay the costs of the Lease Purchase Program and, in evidence thereof and for the purpose of financing same, enter into the Agreement. In addition, it is no longer necessary or useful to or for the best interests of the Commission to retain the Commission's existing multi-function copiers and the best interests of the Commission will be served by their trade-in. Further, it is hereby found and determined that no officer of the Commission or any person in the employ of the Commission advising the Commission on the Agreement is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust, or corporation in the Agreement with KMBS.

*Section 4. Agreement Is a General Obligation.* The Commission hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a lawful direct general obligation of the Commission payable from the corporate funds of the Commission and such other sources of payment as are otherwise lawfully available. **There is no statutory authority for the levy of an ad valorem tax on property or any separate tax in addition to existing taxes of the**

**Commission or for the levy of a special tax of any kind, whether unlimited or limited as to rate or amount, to pay any of the amounts due under the Agreement.**

The Commission represents and warrants that the total amount due KMBS under the Agreement, together with all other indebtedness of the Commission, is within all statutory and constitutional debt limitations.

*Section 5. Execution of the Agreement and Related Actions.* From and after the effective date of this Ordinance, the General Manager shall be and hereby is authorized and directed to execute the Agreement in substantially the form attached as Exhibit 1 to this Ordinance and to do all things necessary and essential to effectuate the provisions of the Agreement, including executing any documents and certificates incidental thereto or necessary to carry out the provisions thereof, such as, without limitation, IRS Form 8038-GC. From and after the effective date of this Ordinance, the General Manager shall be and hereby is authorized and directed to execute a Maintenance Contract with KMBS in substantially the form attached hereto and by this reference incorporated herein as Exhibit 2. From and after the effective date of this Ordinance, the General Manager shall be and is hereby authorized and directed to execute a Rebate Agreement with KMBS in substantially the form attached hereto and by this reference incorporated herein as Exhibit 3 and to trade in to KMBS the following multi-function copiers currently owned by the Commission: Toshiba 4511 ESTUDIO - #CMB4113956; Canon Image Runner C6800 - #JJM04209; and Canon Image Runner C6870U - #SJM10338.

*Section 8. Covenants and Indemnities.* To the fullest extent permitted by law, the Commission agrees to the purchase money security interest provisions set forth in the Agreement and the indemnification of KMBS as set forth in the Maintenance Contract attached to this Ordinance as Exhibit 2.

*Section 9. Certain Specific Tax Covenants.* The Commission hereby designates the Agreement as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the Commission hereby certifies that (i) the Agreement will not be at any time a “private activity bond” (as defined in Section 141 of the Code), (ii) as of the date hereof, the Commission has not authorized or issued any tax-exempt obligations of any kind in calendar year 2011 other than the Agreement, nor have any tax-exempt obligations of any kind been authorized or issued on behalf of the Commission, and (iii) not more than \$10,000,000 of obligations of any kind (including the Agreement) issued by or on behalf of the Commission during calendar year 2011 will be designated for purposes of Section 265(b)(3) of the Code. On the date hereof, the Commission does not reasonably anticipate that for calendar year 2011 it will issue any Section 265 Tax-Exempt Obligations (other than the Agreement) or that any Section 265 Tax-Exempt Obligations will be issued on behalf of it. “Section 265 Tax-Exempt Obligations” are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code, and except for bonds issued to currently refund bonds in an amount not greater than the par amount of the bonds so refunded. The Commission will not issue or permit the issuance on behalf of it or by any entity subject to control by the Commission (which may hereafter come into existence) of Section 265 Tax-Exempt Obligations that exceed the aggregate amount of \$10,000,000 during calendar year 2011 unless it first obtains an opinion from an attorney or a firm of attorneys generally acceptable to purchasers of Tax-exempt bonds to the effect that such issuance will not adversely affect the treatment of the Agreement as “qualified tax

exempt obligations" for the purpose and within the meaning of Section 265(b)(3) of Code.

*Section 10. Superseder and Effective Date.* All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect upon its passage and approval as provided by law.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ADOPTED: June 23, 2011

SIGNED: June 23, 2011

\_\_\_\_\_  
Chairman of the Board of  
Commissioners

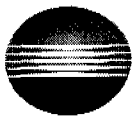
Recorded In Commission Records: June 23, 2011.

ATTEST:

\_\_\_\_\_  
Commission Clerk

**EXHIBIT 1**





KONICA MINOLTA

Municipal Premier Lease Purchase Agreement

For office use only (Check one): [X] Branch [ ] Windsor

APPLICATION NUMBER

AGREEMENT NUMBER

The words you and your refer to the customer (and its guarantors). The words Lessor, we, us and our refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME: DuPage Water Commission; STREET ADDRESS: 600 E. Butterfield Road; CITY: Elmhurst; STATE: IL; ZIP: 60126; PHONE: 630-834-0100; FAX: 630-834-0120

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents.

MAKE/MODEL NO./ACCESSORIES

SERIAL NO.

Konica Minolta Bizhub C552DS

Konica Minolta Bizhub C452

Konica Minolta Bizhub C280

[X] See attached schedule for additional Equipment / Accessories

TERM AND PAYMENT SCHEDULE

60 Monthly Payments of \$ 820.74 (mos.) (plus applicable taxes)

Security Deposit \$ 0.00 (plus applicable taxes)

TERMS AND CONDITIONS

We hereby lease to You, the personal property (the "Equipment") described above, or any attached Exhibit A, or in any subsequent schedules which may hereinafter be made a part hereof, upon the following terms and conditions:

1. TERM AND RENT: The term of, and the Lease amount ("Lease Amount") due under this Municipal Premier Lease Purchase Agreement ("Agreement") shall begin on the Acceptance Date noted below or as specified on an attached Property Acceptance Certificate (Exhibit C) and, continue for the term set above unless earlier terminated per paragraph 18 and end on the date all payments on Exhibit B, or in any subsequent schedules which may hereafter be made a part hereof, have been made.

The Lease Amount includes specified amounts of principal and interest due on a specific date. Upon full payment by You of the entire Lease Amount including interest due on this Agreement, the security interest held by Us and Our successors or assigns shall be released. If any payment (or portion thereof) is not paid when due, it will incur a monthly late charge of 1.5% of the payment amount or the maximum amount permitted by law, whichever is less.

2. COVENANTS OF CUSTOMER: You warrant and represent as follows: (a) You are a body politic and have statutory authority to enter into this transaction and carry out its obligations; (b) You have authorized the execution of this Agreement by Your appropriate officials and followed all applicable public bidding requirements; (c) You have, in accordance with the requirements of law, fully budgeted and appropriated sufficient unexpended and unencumbered funds for the current budget year and to meet Your other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes;

Your Initials (Continued on the reverse side)

LESSOR ACCEPTANCE

Konica Minolta Premier Finance

DATED LESSOR

SIGNATURE

TITLE

CUSTOMER ACCEPTANCE

By signing below, you certify all conditions and terms of this agreement on the FRONT and BACK have been reviewed and acknowledged.

DuPage Water Commission

DATED FULL LEGAL NAME OF CUSTOMER (as referenced above)

X SIGNATURE

TITLE

PRINT NAME

See reverse side for additional terms and conditions

3. TITLE: Title to the Equipment shall pass to You upon acceptance of delivery. Should you fail to complete full performance of Your undertakings as provided in this Agreement including full payment by You of the entire Lease Amount including interest due on this Agreement, title will revert to Us.

4. EQUIPMENT INSPECTION, LIENS, PERSONAL PROPERTY and TITLE: You have fully inspected and acknowledged that the Equipment is in good condition and repair, and that You are satisfied with and have accepted the Equipment in such condition. You will not create or assume any mortgage, pledge, lien, encumbrance or claim on the Equipment, and will, at Your own expense, discharge any such claim. The Equipment is, and will at all times during the Agreement Term remain, personal property. Title to the Equipment has been conveyed to You during the lease term in return for periodic payments, subject to the terms and conditions herein.

5. SECURITY INTEREST: To secure payments and observance by You of the covenants expressed or implied herein, You grant a security interest in and a lien on the Equipment to Us, our successors and assigns.

6. USE AND MAINTENANCE: You will use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations. Equipment is to be used by You exclusively and not subleased, loaned or otherwise used by entities other than You. At Your sole expense and cost, You will maintain the Equipment in good repair, condition and working order and in compliance with manufacturer's suggested maintenance and so as to maintain manufacturer's and/or supplier's warranties.

7. DAMAGE OR DESTRUCTION OF EQUIPMENT: You hereby assume and bear the entire risk of loss of and damage to the Equipment, whether or not insured from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any of Your obligation under this Agreement, which shall continue in full force and effect. If the Equipment is partially lost, stolen, damaged or destroyed, You will promptly repair and restore it to working order. If net insurance proceeds (including proceeds of self-insurance) are not sufficient to pay for repairs, You will nevertheless complete the work and pay the costs. You are not entitled to reimbursement or to any reduction of the payments or other amounts payable pursuant to this Agreement. If the Equipment is totally lost, stolen, damaged or destroyed, You shall pay to Us or Our assignee a sum equal to the applicable remaining "Principal Balance" plus interest as stated on Exhibit B, if paid later than as regularly scheduled.

8. DISCLAIMER OF WARRANTIES: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR JUDGEMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS TO OUR ASSIGNEE UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT WITH REGARD TO THE EQUIPMENT OR US.

9. INSURANCE: During the term of this Agreement, You will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. We will be the sole named loss payee on the property insurance. We will be named as additional insured on public liability coverage. You will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to Us. If You do not provide such proof of such insurance before the Agreement commences, You agree that We have the right, but not the obligation, to enroll you in our property damage coverage program and bill You a monthly property damage surcharge of up to .0035 of the total stream of payments to in part cover Our increased administrative costs, credit risk and other costs and on which We may make a profit. Nothing in this paragraph will relieve You of the obligation to provide public liability coverage.

10. SURRENDER OF PRODUCT: Upon termination of this Agreement due to default or non-appropriation, You shall return the Equipment to Us in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, and have been maintained in accordance with Paragraph 6. In the event of early termination of this Agreement, You will return the Equipment in a condition that permits Us to be eligible for the manufacturer's or supplier's standard maintenance contract without incurring any expense to repair or rehabilitate such Equipment. You will transfer ownership and title to the Equipment to Us and guarantee and indemnify clear title. You, at your own expense, shall deliver the Equipment to such place as specified by Us.

11. TAX INDEMNIFICATION: If You lose Your eligibility for the "Small Issuer Exemption" during the calendar year or this transaction is deemed by any taxing authority not to be tax exempt from federal and/or state income taxation, You agree the implicit interest rate and corresponding monthly interest payment in Exhibit B will be increased to preserve Our originally anticipated yield.

12. TAXES: Unless You have provided Us with evidence of an exemption, You agree to pay any license or registration fees, gross receipts, taxes, assessments, charges and sales, use, property, excise and other taxes imposed by any governmental agency upon the Equipment. Any fees, taxes or other lawful charges paid by Us or Our assigns for You shall become immediately due from You to Us or Our assignee including any costs incurred by Us pursuant to Paragraph 11.

13. EVENTS OF DEFAULT: The default by You under any term, covenant or condition contained herein which is not cured within ten days after written notice thereof from Us, shall, at Our option, terminate this Agreement and Your right to possession of the Equipment.

14. REMEDIES ON DEFAULT: Upon termination of this Agreement, We may without notice to or demand upon You, except as stipulated in paragraph 18, pursue one or more of the following remedies: (a) Take any necessary or desirable action to collect all payments due under this Agreement, or to enforce performance of any obligation, agreement or covenant of You under this Agreement, including payment of any amounts which You fail to pay (such as insurance premiums, costs or repairs, taxes). We and Our assigns will also be entitled to recover all costs and expenses, including attorney's fees, incurred in connection with the enforcement of any of Our or Our assigns rights or remedies against You. (b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of Equipment. (c) To take possession of any or all items of Equipment, wherever same may be located, without any court order or other process of law. You hereby waive any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Agreement as to any or all items of Equipment unless We expressly notify You in writing. (d) To terminate this Agreement as to any or all items of Equipment. (e) To pursue any other remedy at law or in equity. Notwithstanding any said repossession, or any other action which We may take, You shall be and remain liable for the full performance of all obligations on the part of You to be performed under this lease. All such remedies are cumulative, and may be exercised concurrently or separately.

15. CONCURRENT REMEDIES: No right or remedy of Ours is exclusive of any other right or remedy. Each is cumulative of every other right or remedy given, or now hereafter existing at law, and may be enforced concurrently, separately, or in sequence.

16. ASSIGNMENT: You agree not to sell, assign, lease, sublease, pledge or allow any lien or encumbrance against any interest in this Agreement or the Equipment without Our prior written consent, which will be withheld if: (1) it would eliminate or decrease Our tax exempt yield or, (2) it would, in Our sole judgment, diminish the prospects for repayment. You agree that We may assign, in whole or in part, Our right, title and interest in this Agreement or the Equipment to one or more third parties and shall be free of all defenses, set-offs or counterclaims of any kind which You may be entitled to assert against Us. Any such assignee will have Our rights under the Agreement but not the obligations. Any assignee of Us may reassign its interest in this Agreement and/or the Equipment to any other person who, thereupon, shall be deemed to be Our assignee.

17. UNIFORM COMMERCIAL CODE: You acknowledge that this Agreement secures a purchase money security interest in such Equipment as set forth and enforceable under the Uniform Commercial code, and authorizes Us at Our option to (i) file one or more financing statements signed only by Us, or (ii) file a copy of this Agreement with the appropriate state and local authorities at any time as We shall deem necessary to fully protect the security interest herein granted to it by You and charge you a fee of \$35.00. You hereby authorize Us as secured party or its agent or assignee to sign and execute on its behalf any and all necessary UCC-1 forms to perfect the purchase money security interest herein granted to secured party. Any fee charged under this Agreement may include a profit.

18. NON-APPROPRIATION: You may terminate this Agreement at the end of any fiscal year if the following events shall have occurred:

(a) In the event funds are not budgeted and appropriated in any fiscal year for Lease Payments due under this Agreement for the succeeding fiscal year, or for the acquisition of services, Equipment or functions, which in whole or in part are essentially the same as those being leased hereunder, this Agreement shall impose no obligation on You as to such succeeding fiscal year and shall become null and void except as to the Lease Payments herein agreed upon for which funds will have been appropriated and budgeted, and no right of action or damage shall accrue to Our benefit, Our successors and assigns, for any further payments;

(b) If the provisions of Section (a) are utilized by You, You agree to immediately notify Us or Our assignee of this Agreement that funds are not budgeted and appropriated, and to peaceably surrender possession of the Equipment to Us or Our assignee.

(c) You made all payments due during the fiscal period immediately preceding the fiscal period for which sufficient funds were not appropriated.

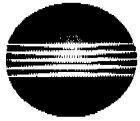
(d) Any early termination due to non-appropriation must be at the end of Your then-current fiscal year.

19. CHOICE OF LAW; JURY TRIAL WAIVER: This Lease will be governed and construed in accordance with the laws of the state where You are located. To the extent permitted by law, You agree to waive Your rights to a trial by jury.

## CUSTOMER CONFIDENCE GUARANTEE

Konica Minolta Business Solutions agrees to maintain the Equipment in good operating condition providing necessary maintenance service and parts for routine repairs. If our Service Representative is unable to repair the equipment covered under a Konica Minolta Business Solutions Service Agreement and this guarantee, we shall provide, at no charge, an equivalent replacement.





### Schedule "A"

APPLICATION NUMBER

AGREEMENT NUMBER

KONICA MINOLTA

This Schedule "A" is to be attached to and become part of the Item Description for the Agreement dated \_\_\_\_\_ by and between the undersigned and Konica Minolta Premier Finance.

MAKE/MODEL NO./ACCESSORIES	SERIAL NO.	STARTING METER
Bizhub C552DS w/ stapling, hole, tri/half fold, booklet making, 4 drws+pass, copy/print/scan, powerfilter, Z-folder, HID card swipe, keyboard		
Bizhub C452 w/stapling, hole, 4 drws+pass, copy/print/scan, powerfilter, HID card swipe, keyboard, faxing,		
Bizhub C280 w/stapling, hole, 4 drws+pass, copy/print/scan, powerfilter, HID card swipe, keyboard		
NSi Automation Bundle x 3 NSi Automation Advanced Remote Installation		

**LESSOR ACCEPTANCE**

Konica Minolta Premier Finance  
 \_\_\_\_\_  
 DATED LESSOR SIGNATURE TITLE

**CUSTOMER VERIFICATION**

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

DuPage Water Commission  
 \_\_\_\_\_  
 DATED FULL LEGAL NAME OF CUSTOMER SIGNATURE TITLE

X

PRINT NAME

**KONICA MINOLTA PREMIER FINANCE**

**AMORTIZATION SCHEDULE B**  
 Payment and Amortization Schedule

**APPLICATION NO 1485273**

Payment #	Principal	Interest	Total Payment	Balance
Beginning Balance				42,089.00
1	597.71	223.03	820.74	41,491.29
2	600.88	219.86	820.74	40,890.41
3	604.06	216.68	820.74	40,286.35
4	607.26	213.48	820.74	39,679.09
5	610.48	210.26	820.74	39,068.61
6	613.71	207.03	820.74	38,454.90
7	616.97	203.77	820.74	37,837.93
8	620.23	200.51	820.74	37,217.70
9	623.52	197.22	820.74	36,594.18
10	626.83	193.91	820.74	35,967.35
11	630.15	190.59	820.74	35,337.20
12	633.49	187.25	820.74	34,703.71
13	636.84	183.90	820.74	34,066.87
14	640.22	180.52	820.74	33,426.65
15	643.61	177.13	820.74	32,783.04
16	647.02	173.72	820.74	32,136.02
17	650.45	170.29	820.74	31,485.57
18	653.90	166.84	820.74	30,831.67
19	657.36	163.38	820.74	30,174.31
20	660.84	159.90	820.74	29,513.47
21	664.35	156.39	820.74	28,849.12
22	667.87	152.87	820.74	28,181.25
23	671.41	149.33	820.74	27,509.84
24	674.96	145.78	820.74	26,834.88
25	678.54	142.20	820.74	26,156.34
26	682.14	138.60	820.74	25,474.20
27	685.75	134.99	820.74	24,788.45
28	689.38	131.36	820.74	24,099.07
29	693.04	127.70	820.74	23,406.03
30	696.71	124.03	820.74	22,709.32
31	700.40	120.34	820.74	22,008.92
32	704.11	116.63	820.74	21,304.81
33	707.84	112.90	820.74	20,596.97
34	711.60	109.14	820.74	19,885.37
35	715.37	105.37	820.74	19,170.00
36	719.16	101.58	820.74	18,450.84
37	722.97	97.77	820.74	17,727.87
38	726.80	93.94	820.74	17,001.07
39	730.65	90.09	820.74	16,270.42
40	734.52	86.22	820.74	15,535.90
41	738.41	82.33	820.74	14,797.49
42	742.33	78.41	820.74	14,055.16
43	746.26	74.48	820.74	13,308.90
44	750.22	70.52	820.74	12,558.68

45	754.19	66.55	820.74	11,804.49
46	758.19	62.55	820.74	11,046.30
47	762.21	58.53	820.74	10,284.09
48	766.24	54.50	820.74	9,517.85
49	770.30	50.44	820.74	8,747.55
50	774.39	46.35	820.74	7,973.16
51	778.49	42.25	820.74	7,194.67
52	782.62	38.12	820.74	6,412.05
53	786.76	33.98	820.74	5,625.29
54	790.93	29.81	820.74	4,834.36
55	795.12	25.62	820.74	4,039.24
56	799.34	21.40	820.74	3,239.90
57	803.57	17.17	820.74	2,436.33
58	807.83	12.91	820.74	1,628.50
59	812.11	8.63	820.74	816.39
60	816.39	4.35	820.74	0.00
Totals	\$42,089.00	\$7,155.40	\$49,244.40	

This Amortization Schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Customer: Dupage Water Commission

X

Signature

Title

Date

**EXHIBIT 2**



KONICA MINOLTA  
Advantage CPC Maintenance Contract

Name: DuPage Water Commision Account Number: \_\_\_\_\_  
 Address Line 1: Carolyn Johnson 1-630-834-0100  
 Address Line 2: \_\_\_\_\_  
 Street Address: 600 E. Butterfield Road  
 City: Elmhurst State: IL Zip: 60126  
 Tax Exemption  No  Yes (Certificate required)  
 PO Required  No  Yes (Copy required)

Name: Same Account Number: \_\_\_\_\_  
 Address Line 1: \_\_\_\_\_  
 Address Line 2: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Tax Exemption Number: \_\_\_\_\_  
 PO Number: \_\_\_\_\_ PO Expiration Date: \_\_\_\_\_

**Cost Per Copy**

With Supplies  Without Supplies - Purchased Separately

Effective Date: on installation

Billing for CPC contract:  Monthly  Quarterly  Annually  
 Overages billed:  Monthly  Quarterly  Annually

Contract Term (Months):  12  24  36  48  60

**Product Covered Under Contract:**

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
1	Bizhub C552DS		C	0	0	\$ 0.0570	\$ -	\$ 0.0570
			B/W	0	0	\$ 0.0079	\$ -	\$ 0.0079
2	Bizhub C452		C	0	0	\$ 0.0570	\$ -	\$ 0.0570
			B/W	0	0	\$ 0.0079	\$ -	\$ 0.0079
3	Bizhub C280		C	0	0	\$ 0.0570	\$ -	\$ 0.0570
			B/W	0	0	\$ 0.0079	\$ -	\$ 0.0079
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Comments

Customer Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

KMBS Representative: \_\_\_\_\_  
 KMBS Branch General Manager: \_\_\_\_\_

**FOR INTERNAL USE**

New Customer  Maintenance w/ Equipment Order  Maintenance Only  Maintenance Billed by KMBS  Maintenance Billed by Lease Company  Dealer Serviced

PE # \_\_\_\_\_ Agreement # \_\_\_\_\_ Customer Code 1 \_\_\_\_\_  
 Promotion # \_\_\_\_\_ Price Plan # \_\_\_\_\_ Customer Code 2 \_\_\_\_\_  
 Subfleet # \_\_\_\_\_ Customer Code 3 \_\_\_\_\_

Key Operator Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email Address \_\_\_\_\_  
 Meter Read Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email Address \_\_\_\_\_  
 Accounts Payable Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email Address \_\_\_\_\_

Special Instructions: \_\_\_\_\_ Additional Documents Attached:  
 Price Exception  Tax Exempt Certificate  
 Purchase Order  Credit Application

Originating \_\_\_\_\_  
 Order Taking \_\_\_\_\_  
 Servicing \_\_\_\_\_  
 Contract Processed:  Windsor, CT  Branch \_\_\_\_\_ (Branch Name)

# KMBS ADVANTAGE MAINTENANCE TERMS AND CONDITIONS "SCHEDULE A"

(Revised 04-06-09)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

- PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. **NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.**
- METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in the contract. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each 8 1/2" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks.
- SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement.
- COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the reverse hereof.
- ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.
- SERVICE INCLUDED:** KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumables Supplies, if this option is selected, as defined in section 27. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.
- PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.
- vCARE MONITORING:** KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis). Should Customer opt-out of utilizing vCARE, KMBS reserves the right to access an incremental invoicing fee not to exceed twenty five dollars (\$25) per invoice.
- ACCESS:** Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services.
- SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.
- DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the reverse side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement.
- AUTOMATIC RENEWAL:** Service on individual equipment shall automatically be extended for successive one year terms at the rates being charged by KMBS at the time of renewal unless Customer or KMBS provides the other party thirty (30) days written notice before the end of the current term of its intention not to renew this Agreement. Upon renewal, either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Upon cancellation pursuant to this paragraph, Customer will be billed for service through the effective date of cancellation. In the event this agreement is canceled or not renewed, Customer shall return any unused Consumable Supplies to KMBS. Should the Customer fail to return any unused Consumable Supplies, KMBS reserves the right to charge for any unused Consumable Supplies at the then current rate for such supplies.
- EARLY TERMINATION CHARGE:** In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: 1) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then 1) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then 2) divide that number by two (2).
- BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.
- NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the information contained in the DNA in providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).
- RELOCATION:** Relocation or make ready shipment of equipment is not covered by this maintenance Agreement. This service, when requested, will be at the then billable rate of KMBS.
- ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.
- NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.
- INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.
- WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES DO RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of New Jersey, consents to jurisdiction in that forum and waives the right to Jury trial.
- FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
- SEVERABILITY:** If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.
- WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.
- ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.
- SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, KMBS (or designated servicer) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, staples, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable Supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Recommended Manufacturer's Recommended Yields for the Consumable Supplies are set forth in <http://kmbs.konicaminolta.us>. Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.
- ENTIRE AGREEMENT:** This is the entire Agreement between Customer and KMBS and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.



# Advantage CPC Maintenance Contract Addendum - Additional Equipment

Name: DuPage Water Commision Account Number: 0  
 Address Line 1: Carolyn Johnson 1-630-834-0100  
 Address Line 2: 0  
 Street Address: 800 E. Butterfield Road  
 City: Elmhurst State: IL Zip: 60126

Name: Same Account Number: 0  
 Address Line 1: 0  
 Address Line 2: 0  
 Street Address: 0  
 City: 0 State: 0 Zip: 0

**Product Covered Under Contract:**

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
7			C					
			B/W					
8			C					
			B/W					
9			C					
			B/W					
10			C					
			B/W					
11			C					
			B/W					
12			C					
			B/W					
13			C					
			B/W					
14			C					
			B/W					
15			C					
			B/W					
16			C					
			B/W					
17			C					
			B/W					
18			C					
			B/W					
19			C					
			B/W					
20			C					
			B/W					
21			C					
			B/W					
22			C					
			B/W					
23			C					
			B/W					
24			C					
			B/W					
25			C					
			B/W					
26			C					
			B/W					
27			C					
			B/W					
28			C					
			B/W					
29			C					
			B/W					
30			C					
			B/W					

This page is a continuation of the Advantage CPC Maintenance Contract dated \_\_\_\_\_ between KMBS and Customer.

Customer Signature: \_\_\_\_\_

KMBS Representative: \_\_\_\_\_

**EXHIBIT 3**

LEASE REIMBURSEMENT / REBATE

Company Name: DuPage Water Commission
Address: 600 E. Butterfield Rd.
City: Elmhurst State: IL Zip Code: 60126

Lease Reimbursement

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay the company named above, the sum of \$ \_\_\_\_\_, representing the principal balance remaining on lease agreement # \_\_\_\_\_ with \_\_\_\_\_, for Model \_\_\_\_\_ Serial # \_\_\_\_\_, provided

KMBS receives payment in full from the lease company (for a lease agreement) or from the purchaser (for a purchase agreement). KMBS shall have no liability to the customer or to any third party as a result of this transaction. The funds described above will be issued based upon the representation by the customer of the outstanding balance due.

Comments: \* Cash rebate with Lease of (3) new Konica Minolta Bizhubs & (3) truck-in machines.

Rebate


Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay the company named above, the sum of \$ 1,500<sup>00</sup>, representing our special incentive towards the lease or purchase of new KMBS product(s), provided KMBS receives payment in full from the lease company (for a lease agreement) or from the purchaser (for a purchase agreement).

Reimbursement or Rebate check will be issued in approximately eight (8) to ten (10) weeks from the date of installation of the new equipment. Not binding on KMBS until signed by KMBS Branch Manager or Director of Sales.

Customer Name, Signature, Title fields

Konica Minolta Business Solutions U.S.A., Inc. Name, Signature, Title fields

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Administration Committee	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	An Ordinance Adopting an Identity-Protection Policy  Ordinance No. O-12-11	<b>APPROVAL</b>	
Account Number: N/A			
<p>In January 2010, the Illinois Identity Protection Act was enacted. The Act requires local government entities to follow certain procedures to protect Social Security Numbers from disclosure, effective June 1, 2010, and to have an Identity-Protection Policy in place by June 1, 2011. Even though the Commission had already implemented various procedures to protect Social Security Numbers from unauthorized disclosure, the policy attached to Ordinance No. O-12-11 will formalize the procedures previously implemented. The policy was built from a template provided by the Illinois Attorney General's Office.</p>			
<b>MOTION:</b> To adopt Ordinance No. O-12-11.			

## DUPAGE WATER COMMISSION

## ORDINANCE NO. O-12-11

AN ORDINANCE ADOPTING AN IDENTITY-PROTECTION POLICY

WHEREAS, the State of Illinois has enacted the Identity Protection Act, 5 ILCS 179/1 *et seq.* (the "Act"), effective June 1, 2010; and

WHEREAS, the Act requires State and local government agencies, including the Commission, to take certain steps to protect Social Security Numbers from unauthorized disclosure, including implementing an identity-protection policy, as defined by the Act, by June 1, 2011; and

WHEREAS, even though the Commission had already implemented various procedures to protect Social Security Numbers from unauthorized disclosure, the attached Identity-Protection Policy will formalize the procedures previously implemented;

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

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

SECTION TWO: Adoption: The Identity-Protection Policy attached hereto and by this reference incorporated herein as Exhibit A shall be and it hereby is adopted.

SECTION THREE: Distribution; Acknowledgement. The General Manager shall provide copies of the Identity-Protection Policy to all Commission employees within 10 days following its adoption. The General Manager shall also provide copies of the Identity-Protection Policy to all future employees. Each such current and future

Ordinance No. O-12-11

employee shall acknowledge receipt of the policy, which acknowledgement shall be filed and maintained in the employee's personnel file. In addition, a copy of the Identity-Protection Policy shall be made available to the public upon request.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Ordinances/O-12-11.docx

## EXHIBIT A

# DUPAGE WATER COMMISSION IDENTITY-PROTECTION POLICY

## I. INTRODUCTION AND IDENTIFICATION OF ACT

This Identity-Protection Policy is adopted pursuant to the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq.* The Identity Protection Act requires the Commission to draft, approve, and implement this Identity-Protection Policy to ensure the confidentiality and integrity of Social Security numbers (SSNs) that the Commission collects, maintains, and uses. It is important to safeguard SSNs against unauthorized access because SSNs can be used to facilitate identity theft. One way to better protect SSNs is to limit the widespread dissemination of those numbers. The Identity Protection Act was passed in part to require the Commission and other local and State government agencies to assess their personal information collection practices and make necessary changes to those practices to ensure confidentiality. All Commission officers, employees, and agents shall comply with the Identity Protection Act and this Policy at all times.

## II. DEFINITIONS

The following words shall have the following meanings when used in this Policy:

“Act” means the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq.*

“Board” means the Board of Commissioners of the DuPage Water Commission.

“Commission” means the DuPage Water Commission.

“Employee” means any individual in the employ of the Commission.

“Policy” means this Identity-Protection Policy.

“Publicly post” or “publicly display” means to intentionally communicate or otherwise intentionally make available to the general public.

“SSN(s)” means any Social Security number provided to an individual by the Social Security Administration.

“Statement of Purpose” means a document stating the purpose or purposes for which the Commission is collecting and using an individual's SSN. The General Manager or his or her designee is authorized to establish or modify one or more Statements of Purpose from time to time that comply with this Policy. An example of a Statement of Purpose for the Commission is attached to this Policy.

## III. STATEMENT OF PURPOSE

Anytime the Commission collects an individual's SSN, or at any other time upon request of the individual, the Commission shall provide the individual with a Statement of Purpose.



#### IV. PROHIBITED ACTIVITIES

- (a) Neither the Commission nor any Employee may:
1. Publicly post or publicly display in any manner an individual's SSN.
  2. Print an individual's SSN on any card required for the individual to access products or services provided by the person or entity.
  3. Require an individual to transmit a SSN over the Internet unless the connection is secure or the SSN is encrypted.
  4. Print an individual's SSN on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless State or federal law requires the SSN to be on the document to be mailed. Notwithstanding the foregoing, SSNs may be included in applications and forms sent by mail, including, but not limited to: (i) any material mailed in connection with the administration of the Unemployment Insurance Act; (ii) any material mailed in connection with any tax administered by the Department of Revenue; and (iii) documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy, or to confirm the accuracy of the SSN. A SSN that is permissibly mailed pursuant to this paragraph will not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope having been opened.
- (b) Except as otherwise provided in paragraph (c) below or unless otherwise provided in the Act, neither the Commission nor any Employee may:
1. Collect, use, or disclose a SSN from an individual, unless: (i) required to do so under State or federal law, rules, or regulations, or the collection, use, or disclosure of the SSN is otherwise necessary for the performance of the Commission's duties and responsibilities; (ii) the need and purpose for the SSN is documented before collection of the SSN; and (iii) the SSN collected is relevant to the documented need and purpose.
  2. Require an individual to use his or her SSN to access an Internet website.
  3. Use the SSN for any purpose other than the purpose for which it was collected.
- (c) The prohibitions in paragraph (b) above do not apply in the following circumstances:
1. The disclosure of SSNs to agents, employees, contractors, or subcontractors of a governmental entity or disclosure by a governmental entity to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the entity to perform its duties and

responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the governmental entity first receives from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under the Act on a governmental entity to protect an SSN will be achieved.

2. The disclosure of SSNs pursuant to a court order, warrant, or subpoena.
3. The collection, use, or disclosure of SSNs in order to ensure the safety of State and local government employees; persons committed to correctional facilities, local jails, and other law-enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a State or local government agency facility.
4. The collection, use, or disclosure of SSNs for internal verification or administrative purposes.
5. The disclosure of SSNs by a State agency to the Commission for the collection of delinquent child support or of any State debt or to the Commission to assist with an investigation or the prevention of fraud.
6. The collection or use of SSNs to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.

#### V. COORDINATION WITH THE FREEDOM OF INFORMATION ACT AND OTHER LAWS

The Commission shall comply with the provisions of the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and any other State law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's SSN. However, the Commission shall redact SSNs from the information or documents before allowing the public inspection or copying of the information or documents.

When collecting SSNs, the Commission shall request each SSN in a manner that makes the SSN easy to redact if required to be released as part of a public records request.

#### VI. LIMITED EMPLOYEE ACCESS TO SOCIAL SECURITY NUMBERS

Only Employees who are required to use or handle information or documents that contain SSNs in the course of performing their duties will have access to such information and documents. Generally, only Managers and Supervisors; the Executive Assistant; the IT Coordinator; the Accountant; and the Receptionist shall have access to SSNs, and those Employees shall be required to sign confidentiality agreements that shall be maintained in the employee's personnel file. All Employees who have access to SSNs shall first be trained

to protect the confidentiality of SSNs and, to ensure maximum effectiveness, shall receive annual training in all elements of this Policy and additional training as changes to this Policy are made. The training will include instructions on the proper handling of information that contains SSNs from the time of collection through destruction of the information. Such handling instructions shall include the following directions among others:

1. File cabinets, desk drawers, overhead cabinets, and any other storage space containing documents or materials with SSNs will be locked when not in use.
2. Storage rooms containing documents or materials with SSNs will be locked at the end of each workday or when unsupervised.
3. Desks, workstations, work areas, printers, scanners, copiers, fax machines, and common shared work areas will be cleared of all documents or materials containing SSNs when not in use.
4. No documents or materials containing SSNs will be transmitted electronically or physically removed from the Commission's premises unless authorized to do so by the General Manager.
5. The General Manager must be immediately advised if an Employee is asked to disclose SSNs to other Employees or other persons except those specifically authorized by the General Manager in the performance of Employee's duties, or as may be required by law. Similarly, the General Manager must be immediately advised of any unauthorized use or disclosure of SSNs of which an Employee becomes aware.
6. When documents or materials containing SSNs are to be discarded, they will be immediately shredded.
7. A supervisor or his or her designee, will be responsible for checking all work areas outlined in this section to insure the security of same at the end of each workday.

#### VII. EMBEDDED SOCIAL SECURITY NUMBERS

Neither the Commission nor any Employee shall encode or embed a SSN in or on a card or document, including but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology, in place of removing the SSN as required by the Act and this Policy.

#### VIII. APPLICABILITY

If any provision of this Policy conflicts with any provision of the Act or with any other law, rule, regulation, or Commission standard regarding the collection, use, or disclosure of SSNs, the more restrictive provision shall prevail.

If a federal law takes effect requiring any federal agency to establish a national unique patient health identifier program, any Employee that complies with the federal law shall be deemed to be in compliance with this Policy.

This Policy does not apply to:

1. the collection, use, or disclosure of a SSN as required by State or federal law, rule, or regulation; or
2. documents that are recorded with a county recorder or required to be open to the public under a State or federal law, rule, or regulation, applicable case law, Supreme Court Rule, or the Constitution of the State of Illinois; provided, however, that the Commission shall redact the SSN from such document if such law, rule, or regulation permits.

#### IX. AVAILABILITY OF POLICY

All Employees shall be provided with a copy of this Policy and acknowledge receipt of this Policy. A copy of this Policy has been provided to the Board. A copy of the Policy is available to all Employees and any member of the public by requesting a copy from: DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126, 630-834-0100.

#### X. AMENDMENTS

This Policy may be amended by the Commission at any time. If the Policy is amended, the Commission shall file a written copy of the Policy, as amended, with the Board and shall also advise all Employees of the existence of the amended Policy. A copy of the amended Policy will be made available to Employees and the public as set forth in the preceding section above.

#### ACKNOWLEDGMENT BY EMPLOYEE

Received a copy of this Identity-Protection Policy this \_\_\_\_ day of \_\_\_\_\_ 2011.

Name of Employee:

\_\_\_\_\_  
\_\_\_\_\_

STATEMENT OF PURPOSE  
FOR COLLECTION OF SOCIAL SECURITY NUMBERS  
BY THE DuPAGE WATER COMMISSION

The Identity Protection Act, 5 ILCS 179/1 *et seq.*, and the Identity-Protection Policy of the DuPage Water Commission ("Commission") require the Commission to provide an individual with a statement of the purpose or purposes for which the Commission is collecting and using the individual's Social Security number ("SSN") anytime an individual is asked to provide the Commission with his or her SSN or upon request of the individual. This Statement of Purpose is being provided to you because you have been asked by the Commission to provide your SSN or because you requested a copy of this statement.

**Why do we collect your Social Security number?**

You are being asked for your SSN for one or more of the following reasons:

- Employment (I-9 Employment Eligibility Verification/State and Federal W-4s/Benefit Enrollment and Administration (Pension, Insurance, Deferred Compensation, FSA, Workers Compensation)/New Employee Information forms/etc.)
- Background Checks (Employment Applicants/Employees/Contractor-Vendor Personnel/ etc.)
- Contractor-Vendor Services (W-9s and 1099s)
- Child support collection
- Internal Verification
- Administrative Services
- Other: \_\_\_\_\_

**What do we do with your Social Security number?**

We will only use your SSN for the purpose for which it was collected.

We will not:


- Sell, lease, loan, trade, or rent your SSN to a third party for any purpose;
- Publicly post or publicly display your SSN;
- Print your SSN on any card required for you to access our services;
- Require you to transmit your SSN over the Internet, unless the connection is secure or your SSN is encrypted; or
- Print your SSN on any materials that are mailed to you, unless State or Federal law requires that number to be on documents mailed to you or the documents are being sent to you as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy, or to confirm the accuracy of the SSN. If mailed, your SSN will not be visible without opening the envelope in which it is contained.

**Questions or Complaints about this Statement of Purpose**

Write to the DuPage Water Commission: Attn: General Manager  
600 East Butterfield Road  
Elmhurst, Illinois 60126

DATE: June 16, 2011

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County  Ordinance No. O-10-11	<b>APPROVAL</b>	
<p>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.</p> <p>Once adopted by the Commission, 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 as required by law. 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 filing with the Secretary of State and the Department of Labor.</p>			
<b>MOTION:</b> To adopt Ordinance No. O-10-11.			

## DUPAGE WATER COMMISSION

## ORDINANCE NO. O-10-11

**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

Ordinance No. O-10-11

construction work in the DuPage County area as determined by the Department of Labor of the State of Illinois as of June 2011. 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 2011. 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, 2011, 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.

Ordinance No. O-10-11

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Ordinances/O-10-11.docx

EXHIBIT A

# Du Page County Prevailing Wage for June 2011

Trade Name Trng	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====
ASBESTOS ABT-GEN 0.450		ALL		35.200	35.700	1.5	1.5	2.0	10.63	8.570	0.000
ASBESTOS ABT-MEC 0.620		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000
BOILERMAKER 0.350		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000
BRICK MASON 0.740		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000
CARPENTER 0.490		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000
CEMENT MASON 0.380		ALL		38.000	40.000	2.0	1.5	2.0	8.700	14.95	0.000
CERAMIC TILE FNSHER 0.540		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000
COMMUNICATION TECH 0.490		BLD		32.650	34.750	1.5	1.5	2.0	7.650	13.98	0.400
ELECTRIC PWR EQMT OP 0.260		ALL		34.240	45.510	1.5	1.5	2.0	5.000	10.62	0.000
ELECTRIC PWR GRNDMAN 0.200		ALL		26.480	45.510	1.5	1.5	2.0	5.000	8.200	0.000
ELECTRIC PWR LINEMAN 0.310		ALL		41.000	45.510	1.5	1.5	2.0	5.000	12.71	0.000
ELECTRIC PWR TRK DRV 0.210		ALL		27.420	45.510	1.5	1.5	2.0	5.000	8.500	0.000
ELECTRICIAN 0.680		BLD		36.200	39.820	1.5	1.5	2.0	9.250	16.27	4.380
ELEVATOR CONSTRUCTOR 0.000		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840
FENCE ERECTOR 0.500	NE	ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000
FENCE ERECTOR 0.400	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000
GLAZIER 0.790		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000
HT/FROST INSULATOR 0.620		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000
IRON WORKER 0.300	E	ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000
IRON WORKER 0.400	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000
LABORER 0.450		ALL		35.200	35.950	1.5	1.5	2.0	10.63	8.570	0.000
LATHER 0.490		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000
MACHINIST 0.000		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000
MARBLE FINISHERS 0.740		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000
MARBLE MASON 0.740		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000
MATERIAL TESTER I 0.450		ALL		25.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000
MATERIALS TESTER II 0.450		ALL		30.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000
MILLWRIGHT 0.490		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000
OPERATING ENGINEER 1.150		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900

Du Page County Prevailing Wage for June 2011

1.150	OPERATING ENGINEER	HWY 2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900
1.150	OPERATING ENGINEER	HWY 3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900
1.150	OPERATING ENGINEER	HWY 4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900
1.150	OPERATING ENGINEER	HWY 5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900
1.150	OPERATING ENGINEER	HWY 6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900
1.150	OPERATING ENGINEER	HWY 7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900
1.150	ORNAMNTL IRON WORKER E	ALL	40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000
0.500	ORNAMNTL IRON WORKER W	ALL	43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000
0.400	PAINTER	ALL	40.180	42.180	1.5	1.5	1.5	8.950	8.200	0.000
1.250	PAINTER SIGNS	BLD	32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000
0.000	PILEDRIIVER	ALL	40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000
0.490	PIPEFITTER	BLD	40.250	42.250	1.5	1.5	2.0	10.15	13.49	0.000
1.360	PLASTERER	BLD	39.360	41.720	1.5	1.5	2.0	8.800	12.12	0.000
0.510	PLUMBER	BLD	40.250	42.250	1.5	1.5	2.0	10.15	13.49	0.000
1.360	ROOFER	BLD	37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000
0.430	SHEETMETAL WORKER	BLD	41.660	43.660	1.5	1.5	2.0	8.810	10.66	0.000
0.780	SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000
0.450	STEEL ERECTOR	E ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000
0.300	STEEL ERECTOR	W ALL	43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000
0.400	STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000
0.740	TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000
0.430	TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000
0.510	TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000
0.610	TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	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	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000
0.770										

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 Day,

Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. 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 material 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 installation 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 exteriors 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 exterior which are 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.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); 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 Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; 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; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; 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; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; 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; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 3/4 cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall

Class 7. Mechanics.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. 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, Tower Cranes of all types: Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form

Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; 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 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; 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 75 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; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary 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; Low Boys; 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.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

#### 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 Turnpulls or Turntrailers 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 Turntrailers or turnpulls 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.

#### 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 217-782-1710 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 2011

Trade Name Trng	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac
=====	==	===	=	=====	=====	=====	====	===	=====	=====	=====
ASBESTOS ABT-GEN 0.450	ALL			35.200	35.700	1.5	1.5	2.0	10.63	8.570	0.000
ASBESTOS ABT-MEC 0.620	BLD			32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000
BOILERMAKER 0.350	BLD			43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000
BRICK MASON 0.740	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000
CARPENTER 0.490	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000
CEMENT MASON 0.220	ALL			41.850	43.850	2.0	1.5	2.0	9.850	10.06	0.000
CERAMIC TILE FNSHER 0.540	BLD			33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000
COMM. ELECT. 0.700	BLD			36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000
ELECTRIC PWR EQMT OP 0.310	ALL			40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000
ELECTRIC PWR GRNDMAN 0.240	ALL			31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000
ELECTRIC PWR LINEMAN 0.310	ALL			40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000
ELECTRICIAN 0.750	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000
ELEVATOR CONSTRUCTOR 0.000	BLD			47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840
FENCE ERECTOR 0.500	ALL			32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000
GLAZIER 0.790	BLD			38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000
HT/FROST INSULATOR 0.620	BLD			43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000
IRON WORKER 0.300	ALL			40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000
LABORER 0.450	ALL			35.200	35.950	1.5	1.5	2.0	10.63	8.570	0.000
LATHER 0.490	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000
MACHINIST 0.000	BLD			43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000
MARBLE FINISHERS 0.740	ALL			29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000
MARBLE MASON 0.740	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000
MATERIAL TESTER I 0.450	ALL			25.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000
MATERIALS TESTER II 0.450	ALL			30.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000
MILLWRIGHT 0.490	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000
OPERATING ENGINEER 1.150	BLD 1			45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150	BLD 2			43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150	BLD 3			41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150	BLD 4			39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150	BLD 5			48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150	BLD 6			46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150	BLD 7			48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150	FLT 1			51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150	FLT 2			49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150	FLT 3			44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150	FLT 4			36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900

Cook County Prevailing Wage for June 2011

1.150 OPERATING ENGINEER	HWY 1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900
1.150 OPERATING ENGINEER	HWY 2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900
1.150 OPERATING ENGINEER	HWY 3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900
1.150 OPERATING ENGINEER	HWY 4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900
1.150 OPERATING ENGINEER	HWY 5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900
1.150 OPERATING ENGINEER	HWY 6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900
1.150 OPERATING ENGINEER	HWY 7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900
0.500 PAINTER	ALL	38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000
0.770 PAINTER SIGNS	BLD	32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000
0.000 PILEDRIIVER	ALL	40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000
0.490 PIPEFITTER	BLD	44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000
1.820 PLASTERER	BLD	39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000
0.550 PLUMBER	BLD	44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000
1.030 ROOFER	BLD	37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000
0.430 SHEETMETAL WORKER	BLD	40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000
0.630 SIGN HANGER	BLD	28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000
0.000 SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000
0.450 STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000
0.300 STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000
0.740 TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000
0.430 TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000
0.510 TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000
0.610 TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	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	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000
0.770									

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

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. If in doubt, please check with IDOL.

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

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 material 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 installation 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 exteriors 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 exterior which are 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.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); 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 Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; 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; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; 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; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; 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; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. 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, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; 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 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; 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; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary 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; Low Boys; 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.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane

(over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

#### 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.

#### 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 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

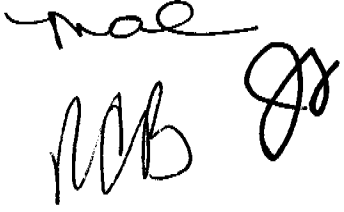
Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or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



Cook County Prevailing Wage for June 2011

covered by the classifications of truck driver.

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction
<b>ITEM</b>	<p>An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Steeple Run Service Area</p> <p>Ordinance No. O-11-11</p>	<p><b>APPROVAL</b></p> 	
<p>The County of DuPage requested that the Commission design and construct the County's Pressure Adjusting Station for the Steeple Run Service Area to avoid duplication of construction activities and unnecessary public disruption that would be associated with the construction of the Commission's Metering Station at the same location. In addition, the County requested that the Metering Station and Pressure Adjusting Station be constructed as a joint facility in one monolithic, cast in place concrete structure rather than as separate facilities. Finally, the County has proposed that the Joint Facility be located within unimproved public right-of-way that is owned by the Lisle Township Road District, the road district of Lisle Township.</p> <p>Because these requests deviate from the requirements of the existing Water Purchase and Sale Contract between the Commission and the County, a special intergovernmental agreement is needed to address each party's additional responsibilities and obligations. This special intergovernmental agreement also needs to minimize the Commission's liability for future relocations of the Metering Station because the County's proposed site is located in the public right-of-way, exposing the Commission to claims that the Metering Station constitutes an unauthorized obstruction of the public right-of-way in violation of the public trust, as well as to any relocation authority that may be vested in the Road District.</p> <p>In addition to the joint Metering/Pressure Adjusting Station facilities located within public rights-of-way previously approved for the County's Hobson Valley (Greene Road) and Glen Ellyn Heights Service Areas, the Commission has previously approved joint Metering/Pressure Adjusting Station facilities for other customers and, on the odd occasion, Metering Stations located within public rights-of-way and/or on leased property subject to substantially the same terms, conditions, and limitations as are set forth in the proposed Intergovernmental Agreement attached to Ordinance No. O-11-11.</p>			
<p><b>MOTION:</b> To adopt Ordinance No. O-11-11.</p>			

## DUPAGE WATER COMMISSION

## ORDINANCE NO. O-11-11

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION AND THE COUNTY OF DUPAGE CONCERNING THE CONSTRUCTION AND OPERATION OF A JOINT FACILITY

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

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

WHEREAS, the County of DuPage ("DuPage County") owns and operates a waterworks system serving several discrete and non-contiguous service areas (the "DuPage County Unit System"); and

WHEREAS, the Commission and DuPage County have entered into a certain Water Purchase and Sale Contract dated as of July 13, 2006, for the sale by the Commission of Lake Michigan water to DuPage County to serve the various discrete and non-contiguous service areas served by the DuPage County Unit System from time to time, including the service area known as the Steeple Run Service Area (the "DuPage County Contract"); and

WHEREAS, the DuPage County Contract provides that at each Point of Delivery, as defined in the DuPage County Contract, the Commission is to furnish, install, own, operate, maintain, repair, and replace certain equipment and devices, together with certain above-ground structures and portions of its water distribution mains, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity

Ordinance No. O-11-11

of Lake Michigan water delivered by the Commission to DuPage County under the DuPage County Contract (each collectively referred to as a "Metering Station"); and

WHEREAS, the DuPage County Contract provides that each Metering Station is to be located at a site owned, selected, and provided by DuPage County, subject to review and approval by the Commission (each referred to as a "Metering Station Site"); and

WHEREAS, the DuPage County Contract provides that DuPage County is to grant to the Commission all perpetual easements necessary for each Metering Station Site, in form satisfactory to the Commission's attorneys and free and clear of all liens, claims, encumbrances and restrictions, unless otherwise approved by the Commission in writing; and

WHEREAS, the DuPage County Contract provides that DuPage County is to furnish, install, own, operate, maintain, repair and replace a pressure adjusting station immediately downstream from each Point of Delivery and pipeline and equipment appurtenant thereto (each collectively referred to as a "Pressure Adjusting Station"); and

WHEREAS, DuPage County requested that the Pressure Adjusting Station at the Point of Delivery for the Steeple Run Service Area (the "Steeple Run Pressure Adjusting Station") be designed and constructed by the Commission instead of DuPage County to avoid duplication of construction activities and unnecessary public disruption; and

WHEREAS, it is in the best interest of the Commission and DuPage County to design and construct the Steeple Run Pressure Adjusting Station and the Metering Station at the Point of Delivery for the Steeple Run Service Area (the "Steeple Run Metering Station") as a joint facility (the "Joint Facility"); and

Ordinance No. O-11-11

WHEREAS, DuPage County has selected the site legally described and depicted in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof as the site for the Steeple Run Metering Station (the "Steeple Run Metering Station Site"), the Steeple Run Pressure Adjusting Station, and the common areas of the Joint Facility (the "Easement Premises"); and

WHEREAS, the Easement Premises are located in unimproved public right-of-way owned by the Lisle Township Road District, the road district of Lisle Township (the "Road District"); and

WHEREAS, in order to induce the Commission to accept the Steeple Run Metering Station Site for the Steeple Run Metering Station and the Easement Premises for the Joint Facility, DuPage County has represented that that the Road District has sufficient legal interest in and proper legal authority to use or permit others to use the Easement Premises for the Joint Facility and the Steeple Run Metering Station Site for the Steeple Run Metering Station; and

WHEREAS, prior to the approval of the Steeple Run Metering Station Site and the Easement Premises, the Commission and DuPage County desire to establish supplemental terms under the DuPage County Contract relating to (i) the construction and operation of the Joint Facility and (ii) the Commission's obligation to deliver and DuPage County's obligation to receive water for the Steeple Run Service Area; the location of and property rights for the Steeple Run Metering Station; the prices and terms of payment; DuPage County's release and indemnification of the Commission; and the schedule for completion of various facilities, in the event the Road District's or the Commission's legal interest in or legal authority concerning the use of the Steeple Run Metering Station Site for

Ordinance No. O-11-11

the Steeple Run Metering Station or the use of the Easement Premises for the Steeple Run Pressure Adjusting Station or the Joint Facility is, for any reason, terminated or deemed or interpreted to be invalid, insufficient, or nonexistent and the Steeple Run Metering Station, the Steeple Run Pressure Adjusting Station, or the Joint Facility is removed, with or without relocation or replacement;

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

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

SECTION TWO: An Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Steeple Run Service Area, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and it hereby is approved (the "Joint Facility Agreement").

SECTION THREE: The Chairman and the Clerk of the DuPage Water Commission shall be and they hereby are authorized and directed to execute and attest, respectively, the Joint Facility Agreement, in substantially the form attached hereto as Exhibit 1; provided, however, that the Joint Facility Agreement shall not be so executed nor attested on behalf of the DuPage Water Commission unless and until (a) the Chairman shall have been presented with copies of the Joint Facility Agreement executed by the County of DuPage and (b) the Commission shall have received the Cash Deposit required pursuant to Subsection 3G of the Joint Facility Agreement.

SECTION FOUR: Upon execution and attestation by the Chairman and the Clerk, respectively, the Joint Facility Agreement, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**EXHIBIT 1**



INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
DUPAGE WATER COMMISSION AND THE COUNTY OF DUPAGE  
CONCERNING THE CONSTRUCTION AND OPERATION OF A JOINT  
FACILITY FOR THE STEEPLE RUN SERVICE AREA

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the COUNTY OF DUPAGE, a unit of local government created and existing under the laws of the State of Illinois ( "DuPage County"),

WITNESSETH:

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

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

WHEREAS, DuPage County owns and operates a waterworks system serving several discrete and non-contiguous service areas (the "DuPage County Unit System"); and

WHEREAS, the Commission and DuPage County have entered into a certain Water Purchase and Sale Contract dated as of July 13, 2006, for the sale by the Commission of Lake Michigan water to DuPage County to serve the various discrete and non-contiguous service areas served by the DuPage County Unit System from time to time, including the service area known as the Steeple Run Service Area (the "DuPage County Contract"); and

WHEREAS, the DuPage County Contract provides that at each Point of Delivery, as defined in the DuPage County Contract, the Commission is to furnish, install, own, operate, maintain, repair, and replace certain equipment and devices, together with certain above-ground structures and portions of its water distribution mains, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to DuPage County under the DuPage County Contract (each collectively referred to as a "Metering Station"); and

WHEREAS, the DuPage County Contract provides that each Metering Station is to be located at a site owned, selected, and provided by DuPage County, subject to review and approval by the Commission (each referred to as a "Metering Station Site"); and

WHEREAS, the DuPage County Contract provides that DuPage County is to grant to the Commission all perpetual easements necessary for each Metering Station Site, in form satisfactory to the Commission's attorneys and free and clear of all liens, claims, encumbrances and restrictions, unless otherwise approved by the Commission in writing; and

WHEREAS, the DuPage County Contract provides that DuPage County is to furnish, install, own, operate, maintain, repair and replace a pressure adjusting station immediately downstream from each Point of Delivery and pipeline and equipment appurtenant thereto (each collectively referred to as a "Pressure Adjusting Station"); and

WHEREAS, DuPage County requested that the Pressure Adjusting Station at the Point of Delivery for the Steeple Run Service Area (the "Steeple Run Pressure Adjusting Station") be designed and constructed by the Commission instead of DuPage County to avoid duplication of construction activities and unnecessary public disruption; and

WHEREAS, it is in the best interest of the Commission and DuPage County to design and construct the Steeple Run Pressure Adjusting Station and the Metering Station at the Point of Delivery for the Steeple Run Service Area (the “Steeple Run Metering Station”) as a joint facility (the “Joint Facility”); and

WHEREAS, DuPage County has selected the site legally described and depicted in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof as the site for the Steeple Run Metering Station (the “Steeple Run Metering Station Site”), the Steeple Run Pressure Adjusting Station, and the common areas of the Joint Facility (the “Easement Premises”); and

WHEREAS, the Easement Premises are located in unimproved public right-of-way owned by the Lisle Township Road District, the road district of Lisle Township (the “Road District”); and

WHEREAS, in order to induce the Commission to accept the Steeple Run Metering Station Site for the Steeple Run Metering Station and the Easement Premises for the Joint Facility, DuPage County has represented that the Road District has sufficient legal interest in and proper legal authority to use or permit others to use the Easement Premises for the Joint Facility and the Steeple Run Metering Station Site for the Steeple Run Metering Station in the manner provided in the Easement Agreement attached hereto and by this reference incorporated herein and made a part hereof as Exhibit B (the “Easement Agreement”); and

WHEREAS, prior to the approval of the Steeple Run Metering Station Site and the Easement Premises, the Commission and DuPage County desire to establish by this Agreement supplemental terms under the DuPage County Contract relating to (i) the construction and operation of the Joint Facility and (ii) the Commission’s obligation to

deliver and DuPage County's obligation to receive water for the Steeple Run Service Area; the location of and property rights for the Steeple Run Metering Station; the prices and terms of payment; DuPage County's release and indemnification of the Commission; and the schedule for completion of various facilities, in the event the Easement Agreement is ever terminated or the Road District's or the Commission's legal interest in or legal authority concerning the use of the Steeple Run Metering Station Site for the Steeple Run Metering Station in the manner provided in the Easement Agreement or the use of the Easement Premises for the Steeple Run Pressure Adjusting Station or the Joint Facility is, for any reason, terminated or deemed or interpreted to be invalid, insufficient, or nonexistent and the Steeple Run Metering Station, the Steeple Run Pressure Adjusting Station, or the Joint Facility is removed, with or without relocation or replacement; and

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

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements set forth below, the Commission and DuPage County hereby agree as follows:

**SECTION ONE: PREAMBLES**

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

**SECTION TWO: DEFINITIONS**

Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the DuPage County Contract as supplemented by this Agreement.

### **SECTION THREE: CONSTRUCTION AND OPERATION OF THE JOINT FACILITY**

A. For purposes of this Agreement, the "Joint Facility" shall mean a facility to convey, measure, and regulate the flow of water from the Commission Waterworks System to the portion of the DuPage County Unit System serving the Steeple Run Service Area and shall include the following:

1. A Metering Station, to be known as Metering Station 9C ("MS-9C"), for properly conveying and measuring the quantity of Lake Water delivered by the Commission to the portion of the DuPage County Unit System serving the Steeple Run Service Area, including certain equipment, devices, and structures, and portions of its water distribution main, including underground feeder pipe lines and related equipment, to initially connect MS-9C to the existing Commission Waterworks System, and all antennas, masts, and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to the Steeple Run Service Area, all remote telemetry units needed solely for communication between Commission facilities attributable to the Steeple Run Service Area, all electrical systems, including panels, conduits, raceways, duct banks, and utility services, needed solely for the operation of Commission facilities attributable to the Steeple Run Service Area, and all drainage systems, including drain pipes and structures, needed solely for the drainage of Commission facilities and property attributable to the Steeple Run Service Area, all as such facilities may be relocated, replaced, extended, or improved from time to time (the "Steeple Run Metering Station").

2. A Type C pressure adjusting station at the Point of Delivery for the Steeple Run Service Area in accordance with the design criteria set forth in the document entitled "Water Delivery Data DuPage Water Commission" dated \_\_\_\_\_, 2011, and identifying DuPage County as "customer," a copy of which is attached hereto and by this reference

incorporated herein and made a part hereof as Exhibit C (the "Steeple Run Pressure Adjusting Station").

3. Such other equipment and appurtenances as may be necessary for the operation and construction of the foregoing in conformance with the approved design plans therefor.

B. The Joint Facility is expected to be located on the site legally described in Exhibit A attached hereto as selected by DuPage County and owned by the Road District (the "Joint Facility Site"), the location of which has been reviewed and approved by the Commission subject to the terms, conditions, and limitations set forth in Section Four of this Agreement. In the event all necessary and insured easements for the Joint Facility Site are not granted to the Commission in accordance with the provisions of Subsection 3F of this Agreement or the property is otherwise determined by the Commission and DuPage County to be unsuitable for locating the Joint Facility, DuPage County shall endeavor in good faith to obtain an alternative location for the Joint Facility Site acceptable to both the Commission and DuPage County.

C. DuPage County shall be solely responsible for the costs in designing the Joint Facility. It is understood that the Commission will be the contracting party with the design engineer and will administer the design contract for the benefit of both the Commission and DuPage County. The Commission will consult with DuPage County to keep DuPage County advised as to the progress of the design work and to address issues of mutual concern regarding the details of such design work. The final design of the Joint Facility shall be subject to the review of both the Commission and DuPage County and subject to the approval of the Commission to the extent of the Steeple Run Metering Station, DuPage County to the extent of the Steeple Run Pressure Adjusting Station, and both the

Commission and DuPage County to the extent of the common areas of the Joint Facility. For the purposes of this Agreement, the common areas of the Joint Facility shall include those portions of the Joint Facility, such as the structure and area grounds, which serve the needs of both the Commission and DuPage County.

D. DuPage County shall be solely responsible for the costs in constructing the Joint Facility. The Commission shall solicit bids for the construction of the Joint Facility, including all equipment and appurtenances necessary for the Steeple Run Metering Station and the Steeple Run Pressure Adjusting Station. The Commission's standard form of bidding and construction contract documents shall be used and the cost of the Steeple Run Metering Station, the Steeple Run Pressure Adjusting Station, and the common areas of the Joint Facility shall be separately identified in the bidding and construction contract documents. The Commission agrees to solicit, award, and administer all contracts for the project in the best interest of both the Commission and DuPage County and to consult with, and keep advised, DuPage County's Superintendent of Public Works, or his or her designee, regarding the progress of the work and any problems encountered or changes recommended. Both the Commission and DuPage County must agree to the award of any contract for such construction work. Upon approval of both the Commission and DuPage County, the Commission shall enter into a construction contract(s) with the selected contractor(s), and shall administer such construction contract(s) in conformance with this Agreement. It is understood that, although DuPage County will not be a party to the construction contract(s), DuPage County will be designated as a beneficiary of any insurance, guaranty, or warranty required by the construction contract(s). In addition, any change order, as well as final acceptance and approval of the completed Joint Facility, shall be subject to the approval of the Commission to the extent of the Steeple Run

Metering Station, DuPage County to the extent of the Steeple Run Pressure Adjusting Station, and both the Commission and DuPage County to the extent of the common areas of the Joint Facility. Neither Party shall be required to approve or accept any portion of the Joint Facility until all portions of the Joint Facility, including all punch list items, have been fully and properly completed.

E. DuPage County shall reimburse the Commission for the full actual cost incurred by the Commission in connection with (a) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility, including without limitation equipment required for the operation of the Joint Facility and all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (b) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (c) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility and in connection with the negotiation, preparation, consideration, and review of this Agreement, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith. DuPage County shall reimburse the Commission monthly for such fees, costs, and expenses, in accordance with the provisions of Subsection 3G of this Agreement.

F. Prior to the Commission's solicitation of bids for the construction of the Joint Facility, DuPage County, without charge to the Commission, shall: (a) present the



Commission with adequate evidence of merchantable fee simple title to the Joint Facility Site; (b) grant or cause to be granted to the Commission all necessary and insured easements for the Joint Facility Site, in substantially the form attached hereto and by this reference incorporated herein and made part hereof as Exhibit B and satisfactory to the Commission's attorneys, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing; and (c) grant to the Commission all necessary and insured easements for the appropriate location and installation of antennas and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to the Steeple Run Metering Station, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing.

G. DuPage County shall, as a condition precedent to the effectiveness of the Commission ordinance approving this Agreement, deposit with the Commission cash (the "Cash Deposit") in a total amount equal to \$363,553.82 (125 percent of the Commission's estimated costs of design and constructing the Steeple Run Pressure Adjusting Station). DuPage County hereby acknowledges and agrees that the Commission may apply (i) any amounts remaining in the "Cash Deposit" required by that certain Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility for the Glen Ellyn Heights Service Area between the Commission and the County of DuPage and dated as of May 26, 2009 (the "Glen Ellyn Heights Joint Facility Agreement") and (ii) any amounts remaining in the "Cash Deposit" required by that certain Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility for the Hobson Valley (Greene Road) Service Area between the Commission and the County of DuPage and dated as of May 26, 2009 (the "Hobson Valley (Greene Road) Joint Facility

Agreement”) to the Cash Deposit required by this Agreement notwithstanding anything to the contrary contained in the Glen Ellyn Heights Joint Facility Agreement or the Hobson Valley (Greene Road) Joint Facility Agreement.

Upon execution of all contracts necessary or required for the design and construction of the Steeple Run Pressure Adjusting Station, the Cash Deposit may be reduced from 125 percent of the Commission’s estimate to 110 percent of the amount of the executed contracts attributable to the design and construction of the Steeple Run Pressure Adjusting Station. The Cash Deposit shall, at all times until released or reduced as provided below, be maintained at not less than 10 percent of the total deposit required by the preceding sentence. DuPage County shall not be entitled to interest on the Cash Deposit.

In addition, DuPage County shall reimburse the Commission for all costs incurred by the Commission in connection with: (i) the design of, and the review and approval of all plans and specifications for, the Steeple Run Metering Station and the common areas of the Joint Facility; (ii) the preparation of all bidding and contract documents for the Joint Facility; (iii) the administration of the contract for the construction of the Joint Facility; and (iv) shop drawing review and the inspection of the construction and installation of the Steeple Run Metering Station and the common areas of the Joint Facility, including all legal, engineering, and other consulting and administrative fees, costs, and expenses. All of the foregoing fees, costs, and expenses shall be included within, and shall be paid for in accordance with, Subsection 7C of the DuPage County Contract as part of its Connection Facilities Cost.

The Commission shall review all pay requests and supporting documents and shall direct payments to be made from the Cash Deposit of all amounts then due for the Steeple

Run Pressure Adjusting Station work each month. If at any time the Commission determines that the funds remaining in the Cash Deposit are not, or may not be, sufficient to pay in full the remaining unpaid cost of the Steeple Run Pressure Adjusting Station, then, within 10 days following a demand by the Commission, DuPage County shall increase the amount of the Cash Deposit to an amount reasonably determined by the Commission to be sufficient to pay 120 percent of such unpaid costs. Failure to so increase the amount of the Cash Deposit shall be grounds for the Commission to retain any remaining balance of the Cash Deposit and terminate this Agreement pursuant to Subsection 5D of this Agreement. The Commission shall release any amounts remaining in the Cash Deposit after final payment to the construction contractor unless this Agreement shall have been sooner terminated as provided in the preceding sentence.

The Cash Deposit required by this Subsection 3G shall be in addition to, and not as a credit against, the "Cash Deposit" required by Subsection 7C of the DuPage County Contract.

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

I. Once the Joint Facility becomes operational, the rate of withdrawal from the Joint Facility shall not exceed that portion of the rate allowed by Subsections 3A and 9M of the DuPage County Contract that is attributable to, and is based upon the Water Allocation for, the Steeple Run Service Area.

J. DuPage County acknowledges and agrees that: (a) the Commission is not, and shall not be, in any way liable for damages or injuries that may be sustained as a result of the Commission's review and approval of any plans for the Joint Facility, or as a result of the issuance of any approvals, certificates, or acceptances for the development or use of any portion of the Joint Facility, or as a result of the design of the Joint Facility or the operation or maintenance of the Steeple Run Pressure Adjusting Station or the common areas of the Joint Facility; and (b) the Commission's review and approval of any such plans and issuance of any such approvals, certificates, or acceptances does not, and shall not, in any way be deemed to insure DuPage County, or any respective successors, assigns, tenants, or licensees, or any third party, against damage or injury of any kind at any time.

#### **SECTION FOUR: APPROVAL OF EASEMENT PREMISES**

A. Subject to the terms, conditions, and limitations of this Section Four, the Commission hereby agrees that it shall not object to the location of the Steeple Run Metering Station Site, the Joint Facility Site, or the Easement Premises.

B. In the event the Easement Agreement is ever terminated or the Road District's or the Commission's legal interest in or legal authority concerning the use of the Steeple Run Metering Station Site for the Steeple Run Metering Station in the manner provided in the Easement Agreement or the use of the Easement Premises for the Steeple Run Pressure Adjusting Station or the Joint Facility is, for any reason, terminated or deemed or interpreted to be invalid, insufficient or nonexistent, the Commission shall

remove the Steeple Run Metering Station from the Steeple Run Metering Station Site, with or without relocation or replacement, at DuPage County's sole cost and expense.

C. In the event the Steeple Run Metering Station is removed from the Steeple Run Metering Station Site, the Commission shall not be obligated to relocate or replace the Steeple Run Metering Station unless and until (i) DuPage County shall have provided to the Commission a replacement site for the Steeple Run Metering Station meeting the same requirements provided in Subsection 5A of the DuPage County Contract for the original site, and (ii) the Commission and DuPage County, by separate written contract, shall establish mutually agreeable terms between them for such relocation or replacement, including without limitation requiring, and establishing a schedule for, the relocation or replacement of the Steeple Run Metering Station by the Commission at DuPage County's sole cost and expense; the relocation or replacement by DuPage County of the Steeple Run Pressure Adjusting Station and the construction and installation of any other DuPage County Unit System Connection Facilities required as a result of the relocation or replacement of the Steeple Run Metering Station; and the construction and installation by the Commission, at DuPage County's sole cost and expense, of any additional Commission Connection Facilities required as a result of the relocation or replacement of the Steeple Run Metering Station. The schedule for such construction and installation shall not unreasonably disrupt or interfere with the Commission's operations, and the Commission will make a diligent effort to have its facilities completed to the new Point of Delivery for the Steeple Run Service Area by the time established in the schedule for the delivery of Lake Water, but the Commission does not, and shall not, in any way guaranty delivery by such date.

D. Notwithstanding any requirement of the DuPage County Contract to the contrary, the Commission shall have no obligation to deliver Lake Water to the DuPage County Unit System for the Steeple Run Service Area following such termination or determination or interpretation of invalidity, insufficiency, or nonexistence unless and until (i) the Steeple Run Metering Station shall have been relocated or replaced by the Commission; (ii) any additional DuPage County Unit System Connection Facilities for the Steeple Run Service Area required as a result of the relocation or replacement of the Steeple Run Metering Station shall have been completed by DuPage County; and (iii) any additional Commission Connection Facilities required as a result of the relocation or replacement of the Steeple Run Metering Station shall have been completed by the Commission. Notwithstanding the fact that the Commission shall have no obligation to deliver Lake Water to the DuPage County Unit System for the Steeple Run Service Area during the period between such termination or determination or interpretation of invalidity, insufficiency, or nonexistence and the date by which all of the foregoing conditions shall have been satisfied, DuPage County hereby acknowledges and agrees that DuPage County shall continue to pay to the Commission all amounts due under the DuPage County Contract during such period as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission; provided, however, that, with respect to DuPage County's obligation to pay its share of Underconsumption Costs pursuant to Subsection 7F of the DuPage County Contract, such share of Underconsumption Costs shall be paid on the basis of the actual amount of Lake Water delivered to the DuPage County Unit System for the Steeple Run Service Area from the Commission during such period.

E. DuPage County shall provide the work site for the construction and installation of the Joint Facility at no charge to the Commission, including access to temporary construction areas. In addition, DuPage County shall supply at no charge to the Commission all permits, licenses, and approvals necessary from DuPage County, or from any other governmental agency, for the proper construction and installation of the Joint Facility. This Agreement shall constitute and stand in place of all DuPage County permits, and shall constitute an assignment of all rights under existing easement agreements, required by or useful to the Commission or its contractor to construct and install the Joint Facility at, in, under, and upon the Easement Premises.

#### **SECTION FIVE: LEGAL RELATIONSHIPS AND REQUIREMENTS**

A. This Agreement, and the Joint Facility provided by this Agreement, shall be deemed to supplement the DuPage County Contract to provide for (i) the construction and operation of the Joint Facility and (ii) the Commission's obligation to deliver and DuPage County's obligation to receive water for the Steeple Run Service Area; the location of and property rights for the Steeple Run Metering Station; the prices and terms of payment; DuPage County's release and indemnification of the Commission; and the schedule for completion of various facilities, in the event the Easement Agreement is ever terminated or the Road District's or the Commission's legal interest in or legal authority concerning the use of the Steeple Run Metering Station Site for the Steeple Run Metering Station in the manner provided in the Easement Agreement or the use of the Easement Premises for the Steeple Run Pressure Adjusting Station or the Joint Facility is, for any reason, terminated or deemed or interpreted to be invalid, insufficient, or nonexistent and the Steeple Run Metering Station, the Steeple Run Pressure Adjusting Station, or the Joint Facility is removed, with or without relocation or replacement. Except where expressly provided in

this Agreement, nothing in this Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of the DuPage County Contract, and, if there is any conflict or inconsistency between the terms of this Agreement and the terms of the DuPage County Contract, then the terms of the DuPage County Contract shall control. DuPage County shall at all times comply with all terms and conditions of the DuPage County Contract as supplemented by this Agreement, including without limitation the making of all payments due thereunder and hereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Agreement, or DuPage County's inability to receive water through the Steeple Run Metering Station or the Joint Facility provided by this Agreement, excuse, delay, or in any other way affect DuPage County's performances under the DuPage County Contract, including without limitation the making of all such payments.

For purposes of the DuPage County Contract, the "Commission Connection Facilities" shall include the Steeple Run Metering Station provided for under this Agreement and any additional facilities to be constructed and installed by the Commission pursuant to Section Four of this Agreement.

For purposes of the DuPage County Contract, the "DuPage County Unit System Connection Facilities" shall include the Steeple Run Pressure Adjusting Station provided for under this Agreement and any additional facilities to be constructed and installed by DuPage County pursuant to Section Four of this Agreement.

For purposes of the DuPage County Contract, the "Connection Facilities Cost" shall include the full actual cost incurred by the Commission in connection with the negotiation, preparation, consideration, and review of this Agreement, including without limitation all



legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith.

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

B. DuPage County hereby releases the Commission from, agrees that the Commission shall not be liable for, and agrees to indemnify and hold the Commission harmless from: (a) any damages occasioned by or in any way related to or resulting from any failure to supply Lake Water or any limitation on, or delay in, or interruption of, the Lake Water supply; (b) any damage to the DuPage County Unit System caused by the design of the Joint Facility or the operation or maintenance of the Steeple Run Pressure Adjusting Station or the common areas of the Joint Facility or the removal, relocation, or replacement of the Steeple Run Metering Station or the construction, installation, removal, relocation, or replacement of any other Connection Facility required as a result of the removal, relocation, or replacement of the Steeple Run Metering Station; and (c) any claims, litigation, and liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by, connected with, or in any way attributable to, the construction and installation of the Joint Facility or the maintenance of the DuPage County Unit System, the Steeple Run Pressure Adjusting Station, or the common areas of the Joint Facility, or the removal, relocation, or replacement of the Steeple Run Metering Station or the construction, installation, removal, relocation, or replacement of any other Connection Facility required as a result of the removal, relocation, or replacement of the

Steeple Run Metering Station, or to any exercise by DuPage County of any right or duty herein granted or any failure by DuPage County to exercise any such right or duty or to comply with any of the terms and conditions of this Agreement. DuPage County shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Commission in defending itself with regard to any and all of the matters mentioned in this Section 5B.

C. The Commission and DuPage County agree to meet and cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth herein. The Commission and DuPage County agree and acknowledge that further details regarding the construction and operation of the Joint Facility may be subject to a future agreement.

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

1. In the event all necessary and insured easements for the Joint Facility Site are not granted to the Commission in accordance with the provisions of Subsection 3F of this Agreement, or an alternative location is not obtained, as provided in Subsection 3B of this Agreement, on or before December 31, 2011.

2. In the event DuPage County shall not have approved the final design of the Steeple Run Pressure Adjusting Station and the common areas of the Joint Facility on or before December 31, 2011.

3. In the event the Commission and DuPage County are unable to agree on the award by the Commission of a contract(s) for the construction of the Joint Facility on or before March 31, 2012.

4. In the event DuPage County shall have failed or refused to increase the Cash Deposit as and when required by Subsection 3G of this Agreement.

5. In the event DuPage County shall have failed or refused to meet fully any of its obligations under this Agreement or the DuPage County Contract.

Upon termination, this Agreement shall be void and of no effect; provided, however, that DuPage County shall remain responsible for all fees, costs, and expenses incurred or accrued by the Commission prior to termination of this Agreement. The obligation of DuPage County to reimburse the Commission as required by this Agreement is unconditional and irrevocable, payable without set off or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to DuPage County through the Joint Facility, or whether the Joint Facility is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water. In the event that, following service of such notice but before actual termination, the basis for such notice is corrected, the notice shall be considered void and of no effect, and this Agreement shall continue in full force and effect.

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

F. In case any one or more of the provisions contained in this Agreement should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby; provided, however, that if the remaining parts hereof may not reasonably be construed together without the part or parts so held invalid or unenforceable, the Commission and DuPage County agree to negotiate

such reasonable amendments hereto as shall be required to most nearly conform this Agreement, as thereby amended, to the original intention of the Commission and DuPage County.

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

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

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

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

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

And

State's Attorney's Office  
503 North County Farm Road  
Wheaton, Illinois 60187  
Attention: Anthony Hayman

H. This Agreement shall be construed exclusively under the applicable laws, but not the conflicts of laws rules, of the State of Illinois.

I. This Agreement shall not be modified or amended in any way except in writing approved by both parties hereto. No such modification or amendment shall materially impair or adversely affect the ability or obligation of DuPage County to make payments to the Commission to meet the Commission's obligations under the Chicago Contract, the Charter Customer Contract, and the Bond Ordinances.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

**COUNTY OF DUPAGE**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Daniel J. Cronin, Chairman

(SEAL)

ATTEST: By: \_\_\_\_\_  
Gary A. King, County Clerk

**DUPAGE WATER COMMISSION**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Chairman

(SEAL)

ATTEST: By: \_\_\_\_\_  
Clerk

**DUPAGE COUNTY PUBLIC WORKS**

By: \_\_\_\_\_  
Nicholas Kottmeyer P.E., Superintendent of Public Works

**EXHIBIT A**

**EXHIBIT B**

**Easement Agreement**

**DUPAGE WATER COMMISSION**

**METERING STATION**

**EASEMENT AGREEMENT**

**(DuPage County Steeple Run MS-9C)**

**Within the Right-of-Way of  
Meadow Lake Drive in the  
Southeast ¼ of Sec. 8 & Northeast ¼ of Sec. 17  
Township 38 North, Range 10**

**Prepared by and Mail to:**

**Maureen A. Crowley  
Staff Attorney  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126**



METERING STATION  
EASEMENT AGREEMENT  
(DuPage County Steeple Run MS-9C)

THIS EASEMENT AGREEMENT, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission") and the LISLE TOWNSHIP ROAD DISTRICT, the road district of LISLE TOWNSHIP, a unit of local government created and existing under the laws of the State of Illinois (the "Owner"),

WITNESSETH:

WHEREAS, the Commission and DuPage County, a unit of local government created and existing under the laws of the State of Illinois and a customer of the Commission (the "Customer") have entered into a certain Water Purchase and Sale Contract, dated as of July 13, 2006 (the "DuPage County Contract"), as supplemented by a certain Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility for the Steeple Run Service Area, dated as of \_\_\_\_\_, 2011 (the "Joint Facility Agreement"); and

WHEREAS, the Joint Facility Agreement provides that the Commission is to furnish, install, own, operate, maintain, and repair certain equipment and devices, together with certain structures and portions of its water distribution main, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Customer at the connection point for the Steeple Run Service Area provided for under the Joint Facility Agreement, and all antennas, masts, and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to the Steeple Run Service Area, all

remote telemetry units needed solely for communication between Commission facilities attributable to the Steeple Run Service Area, all electrical systems, including panels, conduits, raceways, duct banks, and utility services, needed solely for the operation of Commission facilities attributable to the Steeple Run Service Area, and all drainage systems, including drain pipes and structures, needed solely for the drainage of Commission facilities and property attributable to the Steeple Run Service Area, all as such facilities may be relocated, replaced, extended, or improved from time to time (collectively referred to as the "Metering Station"); and

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

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

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

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

WHEREAS, the Easement Premises are located in unimproved public right-of-way and the Owner is the owner of the Easement Premises; and

WHEREAS, the Customer desires that the Commission enter into this Easement Agreement with the Owner in order to provide the Commission with a sufficient property

interest in the Metering Station Easement Premises to fulfill the provisions and purpose of the DuPage County Contract, as supplemented by the Joint Facility Agreement; and

WHEREAS, the Commission has duly adopted its Ordinance No. O-\_\_-11, being "An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the DuPage County Steeple Run Metering Station MS-9C Site and Authorizing the Execution of the DuPage County Steeple Run Metering Station Easement Agreement," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.; and

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

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the Owner hereby agree as follows:

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

2. The Owner hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual easement to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, together with all

reasonable rights of ingress and egress along or across any adjoining lands of, or under the jurisdiction and control of, the Owner.

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

4. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Owner property located upon any adjoining lands of Owner.

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

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

7. The Owner agrees to indemnify and defend the Commission with respect to any and all claims or damages to persons or property which may arise directly from the negligence of the Owner, or its agents or employees, in performing any work on the Metering Station Easement Premises in conjunction with its rights pursuant to Paragraph 6 hereof, and the Commission agrees to indemnify and defend the Owner with respect to any

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

8. The Owner represents and warrants that it shall take all necessary action so that the easement 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.

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

10. In the event that DuPage County Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days execute and deliver to the

Owner an appropriate document evidencing the termination of this Easement Agreement and releasing the easement rights hereby granted. The Commission shall, within said 90 day period, and at the Customer's expense, remove the Metering Station from the Metering Station Easement Premises. If the Commission fails to remove the Metering Station, as aforesaid, the Owner may take title to the Metering Station.

In the event the Owner's or the Commission's legal interest in or legal authority concerning the use of the Easement Premises for the Metering Station in the manner provided in the Easement Agreement is, for any reason, terminated or deemed or interpreted to be invalid, insufficient or nonexistent, the Commission shall remove the Metering Station from the Easement Premises at the Customer's sole cost and expense.

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

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

DUPAGE WATER COMMISSION

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
General Manager

LISLE TOWNSHIP ROAD DISTRICT, the road district of LISLE TOWNSHIP

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
[TITLE]

## EXHIBIT 1

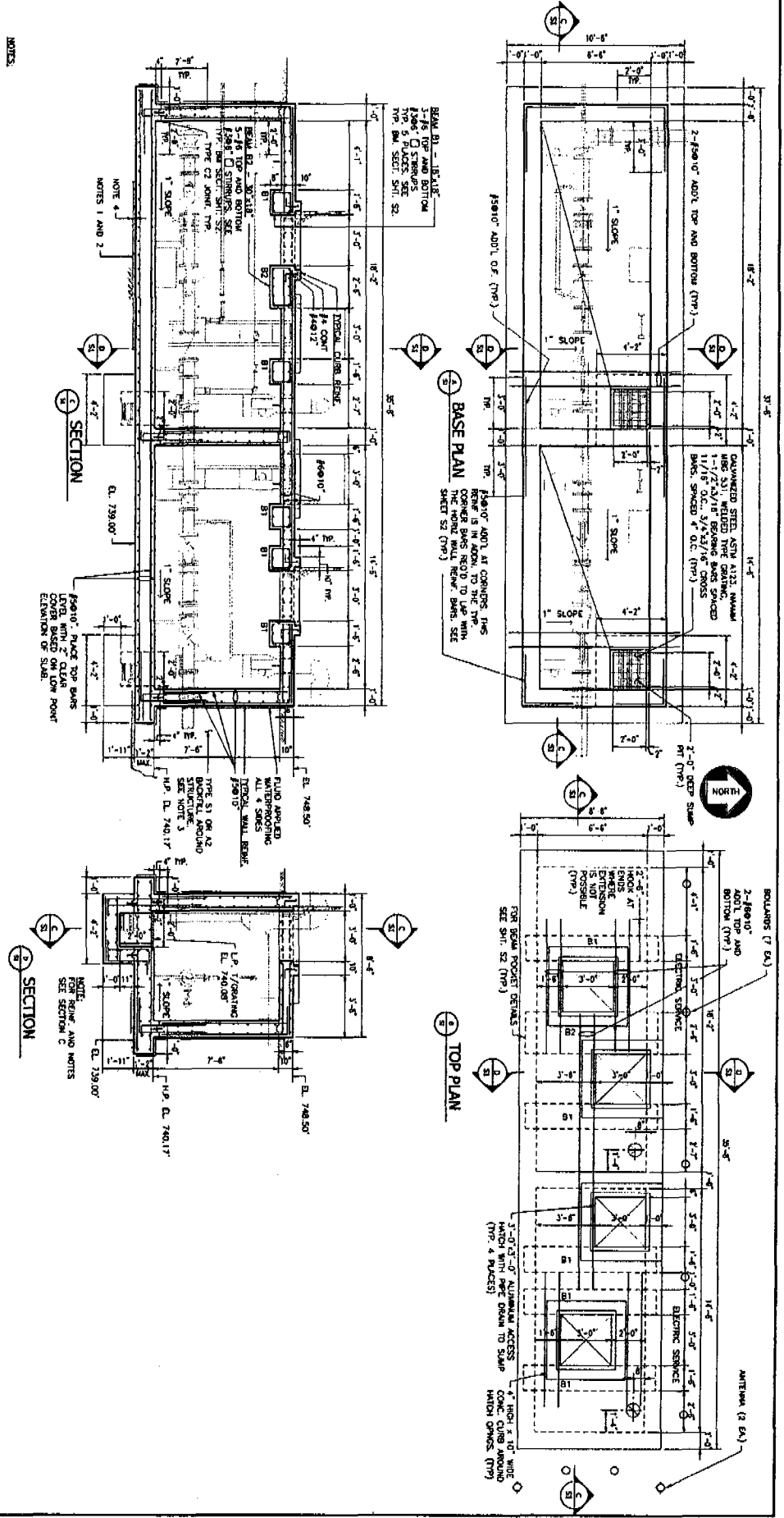
**EXHIBIT 2**

PLANS FOR THE LOCATION OF THE METERING STATION

***[DETAILS TO BE SUPPLIED BY THE COMMISSION]***

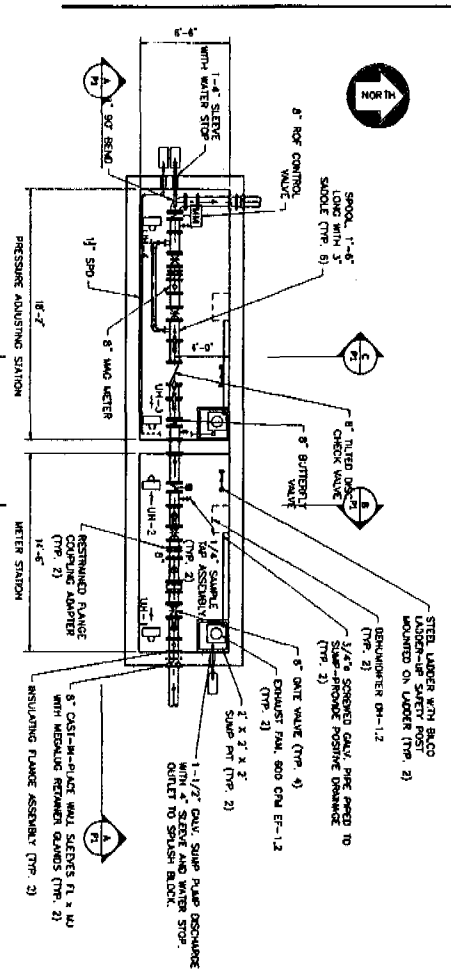


# EXHIBIT 2A

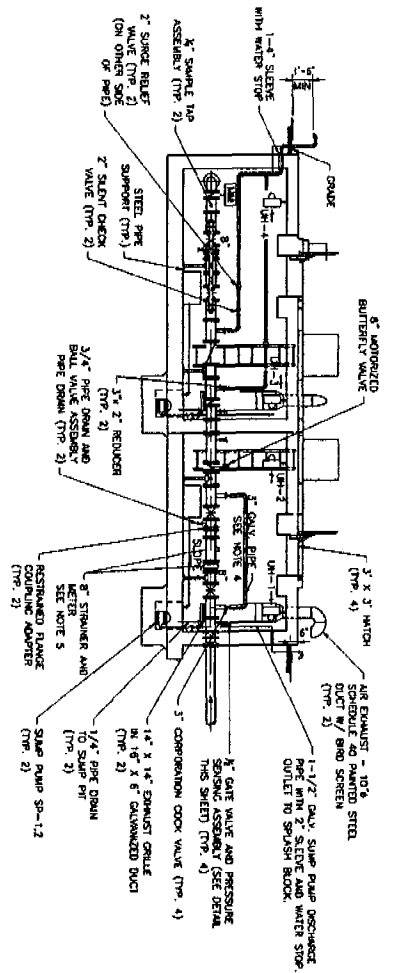


- NOTES:
1. PRIOR TO PACKAGING OF ANY FILL MATERIALS OR UNDERLAYS FOR CONSTRUCTION OF SLABS OR FOOTINGS PLACED ON SUBGRADE THE EXPOSED SUBGRADE SURFACE SHALL BE PROOF-ROLLED TO DETERMINE IF THERE ARE ANY LOCALIZED DEFLECTS OR SOFT UNDESIRABLE MATERIALS OR WEAK SPOTS. THE OWNER'S GEOTECHNICAL SERVICES SHALL BE CONSULTED FOR ASSISTANCE IN THE PROOF-ROLLING AND FOR A DESIGN DECISION. NET SOIL BEARING CAPACITY SHOULD BE DETERMINED AND REPORTED TO OGC. ARIANE OR RECTANGULAR HIGH RESISTURE CONCRETE SLABS DESIGNER ON BEHALF OF THE OWNER SHALL BE RESPONSIBLE FOR THE DESIGN AND FOR THE COMPLETION OF ALL NECESSARY PERMITS AND INSURANCE. THE DESIGNER SHALL BE RESPONSIBLE FOR THE REQUIREMENTS OF THE SPECIFICATIONS.
  2. ASSUMED DESIGN NET SOIL BEARING PRESSURE IS 3000 PSF FOR BEARING ON TOPCH AND HARD SILTY CLAY OR IMPORTED GRANULAR ENGINEERED APPROPRIATE MATERIAL. VERIFY IN FIELD BY OWNER'S GEOTECHNICAL SERVICES.
  3. DO NOT BACKFILL AROUND WALLS WITH WASTE AND TOP SOIL. USE BEST M. PLACE FOR A MINIMUM OF 14 DAYS AND HAVE ATTENDED A MINIMUM COURSE OF STRUCTURE PROTECTIVE TYPE AS BACKFILL UNDER ROADS AND BEHIND RETAINING WALLS. PROVIDE TYPE S1 BACKFILL AT OTHER LOCATIONS.
  4. PLACE TYPE C CONCRETE UNDERLAYS OVER ENTIRE SUBGRADE UNDER STRUCTURES.
  5. FOR GENERAL NOTES AND TYPICAL DETAILS SEE SHEET S2.

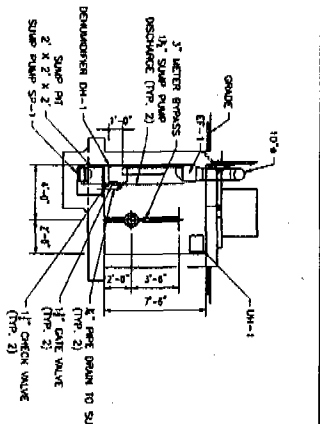
DUPAGE WATER COMMISSION METER / PRESSURE ADJUSTING STATION		STRUCTURAL AND ARCHITECTURAL PLANS, SECTIONS, DETAILS AND NOTES	
SCALE 1/8" = 1'-0"		SHEET S1 OF 2 TOTAL SHEETS	
REVISIONS		<b>5</b>	



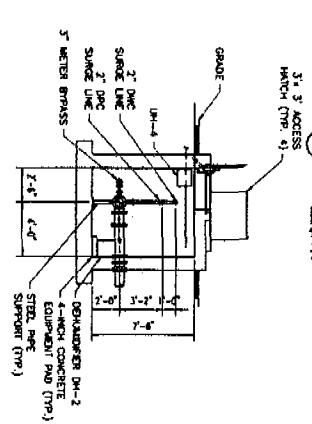
INTERIOR PLAN  
SCALE: 1/8" = 1'-0"



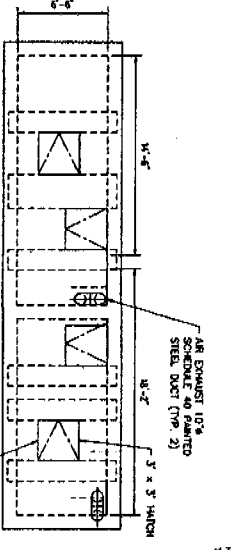
SECTION A  
SCALE: 1/8" = 1'-0"



SECTION B  
SCALE: 1/8" = 1'-0"

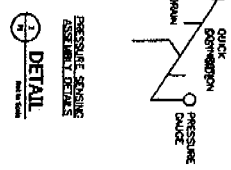
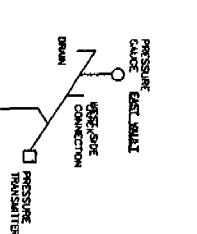
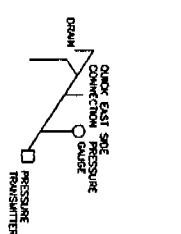
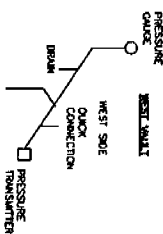


SECTION C  
SCALE: 1/8" = 1'-0"



TOP PLAN  
SCALE: 1/8" = 1'-0"

- NOTE:
1. PROVIDE RANCHED PIPING FOR AIR EXHAUST UNLESS OTHERWISE NOTED.
  2. CONDUITS FOR WIRING WITH WATER STOPS PER SPECIFICATION SECTION 0221 FOR ALL PROCESS PIPING. WANG AND ELECTRICAL PENETRATIONS THROUGH MOUNTING CLAMPS AND TRANSMITTERS ON WALLS AS DIRECTED BY OWNER. OUTGERS, UNDER THE AS NEEDED TO TRANSITION BETWEEN PIPE MATERIALS.
  3. WHEN CLASS II & III TUBING AND STRAINERS INSTALLED, STRAINERS TO BE INSTALLED UNDER PERMANENT HAND RESTS ON PIPE SUPPORTS.
  4. HORIZONTAL INSULATED ISOLATION SPACES AT ALL PIPE & VALVE PENETRATIONS.
  5. SCALED WALLS SLEEVES WITH LEAK SEALS TO PIPING.



NO.	REVISIONS	SCALE	DUPAGE WATER COMMISSION / METER / PRESSURE ADJUSTING STATION CONTRACT	PROCESS AND MECHANICAL / PLANS, SECTIONS, NOTES AND DETAIL	SHEET NO.	OF TOTAL SHEETS

EXHIBIT 2C

FIG. NO.	DESCRIPTION	REVISIONS	DATE
1	...		
2	...		

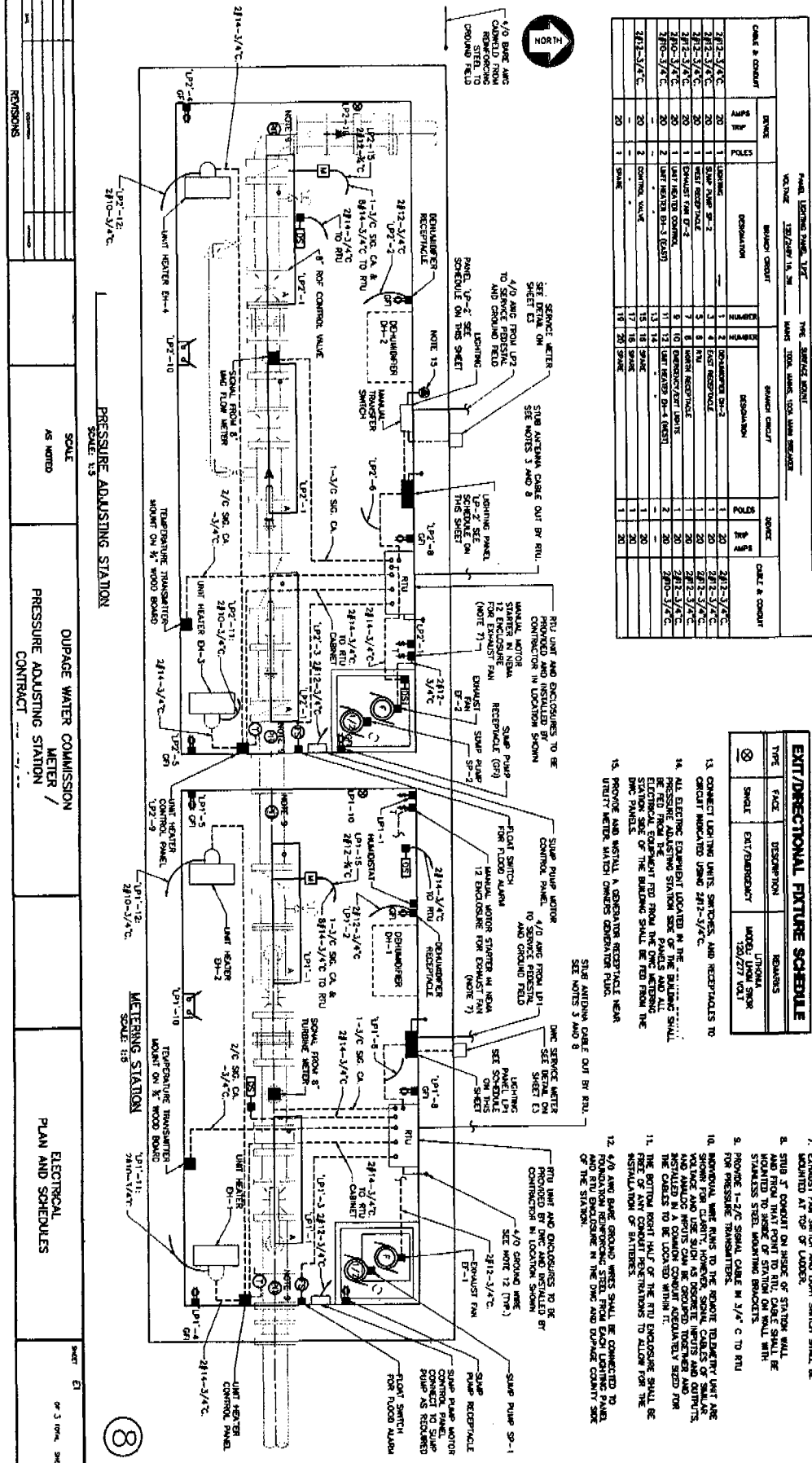
FIG. NO.	DESCRIPTION	REVISIONS	DATE
1	...		
2	...		

**EXIT/DIRECTIONAL FIXTURE SCHEDULE**

TYPE	FACE	DESCRIPTION	REMARKS
1	SINGLE	EXIT/DIRECTIONAL	MODEL: LUMINA 120/277 VOLT

**EMERGENCY LIGHTING FIXTURE SCHEDULE**

MANUFACTURER	MODEL NO.	WATTAGE	VOLTS
...	...	...	...



**GENERAL NOTES:**

1. PROVIDE DOOR SWITCH ON ACCESS HATCH FOR ENTRY ALARM AND BIRMG WIRE AND CONDUIT TO RLL.
2. REFER TO INPUT/OUTPUT POINT LIST IN SECTION 1330 OF THE SPECIFICATIONS FOR A LISTING OF INPUT/OUTPUT POINTS.
3. FAN AIRPANEL MOUNTING DETAIL SEE SHEET E3 AND FOR MOUNTING LOCATION SEE SITE PLAN ON SHEET NO. 02.
4. UNIT HEATER SHALL BE APT TO BE OPERATED BY THE MOTOR SYSTEM THROUGH TRANSDUCERS TO THE DMC.
5. EQUIPMENT SHALL BE PERMANENTLY ENCLOSED.
6. CONDUIT SHALL BE SHOWN ON DRAWING AND NOT EXCEPT AND PLACEBOIT SHALL BE CORRELATED WITH THE EQUIPMENT BEING INSTALLED AND ACCESS HANDLES.
7. EXHAUST FAN SWITCH AND LIGHT SWITCH SHALL BE MOUNTED AT TOP OF LADDER.
8. STUD 3" CONDUIT ON HATCH OF STATION WILL BE MOUNTED AT POINT TO RLL. CABLE SHALL BE MOUNTED TO HATCH OF STATION ON WALL WITH STAINLESS STEEL BROWNING BRACKETS.
9. PROVIDE 1-2/8" SIGNAL CABLE IN 3/4" C TO RUI.
10. MINIMUM UNIT RINGS TO THE ROOMS TO BE SUPPLIED SHALL BE 1/2" AND SHALL BE CONCRETE. ALL VOLTAGE AND USE SHALL AS DISCRETE WIRING AND CABLES, AND ALL CABLES SHALL BE CONDUIT. ALL CABLES SHALL BE LOCATED WITHIN THE ROOMS TO BE SUPPLIED. THE BOTTOM PORT HALF OF THE RUI ENCLOSURE SHALL BE FREE OF ANY CONDUIT PENETRATIONS TO ALLOW FOR THE INSTALLATION OF BATTERIES.
11. PROVIDE AND INSTALL A CONDENSATION RECEPTACLE NEAR UTILITY METERS, WATER OWNERS CONDENSATION PUMP.
12. 4/0 AWG GAGE GROUND WIRES SHALL BE CONNECTED TO FOUNDATION REINFORCING STEEL FROM EACH LADDER PANEL AND RUI ENCLOSURE IN THE DMC AND DUPAGE COUNTY SIDE OF THE STATION.
13. CONNECT LIGHTING UNITS, SWITCHES, AND RECEPTALS TO CIRCUIT INDICATED USING 2112-3/4°C.
14. ALL ELECTRICAL EQUIPMENT LOCATED IN THE PRESSURE ADJUSTING STATION SIDE OF THE BUILDING SHALL BE RED RING THE HEAT RESISTANT FAN ENCLOSURE AND RUI ENCLOSURE SHALL BE RED RING THE HEAT RESISTANT FAN ENCLOSURE SHALL BE RED RING THE HEAT RESISTANT FAN ENCLOSURE.
15. PROVIDE AND INSTALL A CONDENSATION RECEPTACLE NEAR UTILITY METERS, WATER OWNERS CONDENSATION PUMP.

**EXIT/DIRECTIONAL FIXTURE SCHEDULE**

FIG. NO.	DESCRIPTION	REVISIONS	DATE
1	...		

**EMERGENCY LIGHTING FIXTURE SCHEDULE**

FIG. NO.	DESCRIPTION	REVISIONS	DATE
1	...		

SCALE: AS NOTED  
PRESSURE ADJUSTING STATION CONTRACT

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

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

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
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 the Lisle Township Road District, the road district of Lisle Township, and \_\_\_\_\_ of said Road District, 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 Road District, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

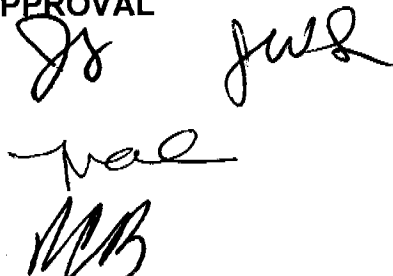
**EXHIBIT C**

**WATER DELIVERY DATA DUPAGE WATER COMMISSION**

***[TO BE SUPPLIED BY THE COMMISSION]***

DATE: June 16, 2011

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the June 23, 2011, DuPage Water Commission Meeting  Resolution No. R-27-11	<b>APPROVAL</b>	
Account No.: 01-60-6632 <i>MC</i>			
<p>The Commission entered into a master contract with EN Engineering, LLC dated December 12, 2006, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-27-11 would approve the following Task Orders to the Master Contract:</p> <p><b>Task Order No. 20: Standpipe #3 and #4E Cathodic Protection System Repairs</b></p> <p>Approval of this Task Order would authorize EN Engineering to inspect and repair the cathodic protection systems at Standpipe #3 and #4E, including replacing the reference electrodes; inspecting the anode system; performing minor repairs to the anode system, as required; and inspecting and welding a steel bracket at the entrance fitting. Also included are follow-up up visits to inspect, test, re-energize, and calibrate the cathodic protection systems; to adjust the systems for optimum corrosion control on the submerged metal surface of the tanks; and to provide operating recommendations. The not to exceed cost of this Task Order is \$15,000.00.</p> <p><b>NOTE:</b> This Task Order includes all material, labor, and equipment to perform minor repairs to the cathodic protection systems. Major repairs such as anode replacement are not included. Once the tanks have been drained and inspected, any major repairs needed will be identified and EN will submit a report summarizing the results of the inspection and making recommendations for any major repairs identified. No major repairs recommended in the report will be implemented unless and until added to the Task Order by an amendment approved by the Board, and there is no guaranty that any major repairs recommended by EN will be implemented or implemented under the Master Contract with EN.</p>			
<b>MOTION:</b> To adopt Resolution No. R-27-11.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-27-11

A RESOLUTION APPROVING AND RATIFYING CERTAIN  
TASK ORDERS UNDER A MASTER CONTRACT  
WITH EN ENGINEERING, LLC AT THE  
JUNE 23, 2011, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the Task Orders were



Resolution No. R-27-11

not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**EXHIBIT 1**

## TASK ORDER NO. 20

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

1. **Project:**

Standpipe #3 and #4E Cathodic Protection System Repairs

2. **Services of Consultant:**

A. Basic Services:

1. Perform the following at Standpipe Number 3 in Naperville and at Standpipe Number 4 East in Lisle Township:
  - Replace the reference electrodes.
  - Perform an inspection of the anode system.
  - Perform minor repairs to the anode system, as required.
  - Prepare, for review and approval by Owner, a report summarizing the results of the inspection, identifying any major repairs needed, and making recommendations for the major repairs. No major repairs shall be implemented except in accordance with Subsection 2B below.
  - Inspect and weld a steel bracket at the entrance fitting.
2. Perform a follow-up up visit at Standpipe No. 3 and Standpipe No. 4 East which will include:
  - Inspect, test, re-energize, and calibrate the cathodic protection system.
  - Adjust system for optimum corrosion control on submerged metal surface of tank.
3. Prepare, for review and approval by Owner, a report summarizing the results of the Services, including all repairs, data obtained, evaluation of data obtained, and operating recommendations.

B. Additional Services:

This Task Order includes all material, labor, and equipment to perform minor repairs to the cathodic protection systems. Major repairs such as anode replacement are not included. Once the tanks have been drained and inspected, any major repairs needed will be identified by Consultant and Consultant shall submit a report to Owner summarizing the results of the inspection and making any recommendations for major repairs. The report shall be subject to review, revision, and approval by Owner, and no major repairs recommended in the report shall be implemented by Consultant unless and until such report is approved by Owner and any such repairs approved by Owner have been added to the Services to be provided under this Task Order by amendment to this Task Order; provided, however, that nothing herein shall be deemed or interpreted as requiring Owner approval of Consultant's recommendations or the issuance of an amendment to this Task Order or a new Task Order under the Contract adding any such Consultant-recommended and Owner-approved major repairs.

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

None

4. **Commencement Date:**

June 24, 2011

5. **Completion Date:**

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

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Names:	Telephone:
Dave Schramm	630.353.4039
Jenny Hudson	630.353.4034
Ron Turner	630.353.4037

Kristi Roe

630.353.4024

8. **Contract Price:**

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

Notwithstanding the foregoing, the total Contract Price shall not exceed \$15,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

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

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

10. **Special Safety Requirements:**

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant's legal obligations, Consultant is advised that Owner has designated its standpipes as permit-required confined spaces because the spaces have limited means of egress and other hazardous conditions exist such as electricity and the spaces may be subject to the accumulation of toxic gasses, flammable gasses, combustible materials, or engulfing substances, or be subject to oxygen deficient or oxygen enriched atmospheres, requiring (i) equipment, including without limitation continual atmospheric testing equipment and supplied air respiratory equipment, (ii) mechanical ventilation, (iii) two-way communication with the outside, (iv) body harnesses and personnel retrieval systems, and (v) rescue services. Entry into a permit-required confined space shall be only through

compliance with a confined space entry permit program meeting the requirements of OSHA and other applicable law. Owner has notified Consultant of the precautions and procedures that Owner has implemented for the protection of Owner's employees in or near the standpipe sites where Consultant's personnel will be working. Consultant shall inform Owner of the precautions and procedures that Consultant has implemented for the protection of Consultant's employees in or near the standpipe sites, including the confined space entry permit program that Consultant will follow and of any hazards confronted or created while working in Owner's designated permit-required confined spaces. When both Consultant and Owner personnel will be working simultaneously in or near designated permit-required confined spaces, Owner and Consultant shall coordinate entry operations as required by OSHA and other applicable law.

In addition, Consultant is reminded that one of the purposes of the Project is to test and adjust the rectifiers at the standpipes and, therefore, it would be reasonable to assume that hazardous electrical voltage and current may be present at any time during the Services. Consultant shall not rely upon Owner's energy control program and procedures or Owner's placement of lockout/tagout devices, Owner's verification of isolation, deenergization, and readiness of the workplace or places for release from lockout/tagout, or Owner's notification of affected employees. Consultant shall independently affix its own lockout/tagout devices, independently verify isolation, deenergization, and readiness of the workplace or places for release from lockout/tagout, and independently notify affected employees in accordance with Consultant's own energy control program and procedures and as required by OSHA and other applicable law. Owner and Consultant shall inform each other of their respective lockout/tagout programs and procedures and Owner shall instruct its employees to comply with the restrictions and prohibitions of Consultant's energy control program and procedures.

Further, Hot Work (any temporary operation involving open flames or producing smoke, heat, slag, and/or sparks, including without limitation brazing, cutting, grinding, soldering, torch heating, and welding) shall only be performed through compliance with a Hot Work program meeting the requirements of OSHA and other applicable law. Even though Owner is not aware of any unique or concealed flammable materials or any undisclosed potentially hazardous conditions in the area(s) where a steel bracket may be welded at the entrance cable fitting inside the standpipe, Consultant shall independently make its own determination as to the presence or absence of flammable materials and hazardous conditions in the area(s) where such Hot Work will be performed. In addition to obtaining the approval of Owner's Manager of Water Operations prior to performing any Hot Work, Consultant shall independently secure

authorization from its own supervisory and management personnel who have been designated by Consultant as responsible for authorizing Consultant's Hot Work and Consultant shall comply with any safety precautions imposed by such persons, including without limitation:

- a. Making areas where Hot Work is to be performed fire safe by either changing the location of the Hot Work or by removing or guarding against fire hazards;
- b. Employing supervisors, cutters, welders, and fire watchers that have been effectively trained in (i) the safe use and operation of the relevant equipment and processes (brazing, cutting, grinding, soldering, torch heating, welding, ventilating, fire protection, extinguishing, watching, and warning, etc.) and (ii) the need for, and the appropriate use and protective level of, PPE;
- c. Maintaining suitable brazing, cutting, grinding, soldering, torch heating, welding, ventilating, fire protection, extinguishing, warning, etc. equipment on-site in good working condition; and
- d. Posting adequate warnings.

Consultant shall not rely upon Owner's Hot Work practices, programs, or procedures, or Owner's verification of readiness of the workplace or places for Hot Work, or Owner's placement of fire extinguishers, ventilation equipment, warning signs, or fire watches. Consultant shall independently verify the readiness of the workplace or places for Hot Work and independently place fire extinguishers, ventilation equipment, warning signs, and fire watches in accordance with Consultant's Hot Work practices, programs, and procedures, and as required by law.

Finally, Consultant must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances, and shall:

- i. Provide its own fall-protection, fall-restraint, or fall-arrest equipment; and
- ii. Provide its own confined space entry equipment, including gas monitors, ventilation, and personnel retrieval systems; AND
- iii. Provide its own ventilators, fire extinguishers, and personnel rescue systems

11. **Modifications to Contract:**

None

12. **Attachments:**

None

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

The Effective Date of this Task Order is June 24, 2011.

DUPAGE WATER COMMISSION

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

John F. Spatz, Jr.  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John W. Schori

Title: Instrumentation / Remote Facilities Supervisor

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

E-mail Address: schori@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120



EN ENGINEERING, LLC

By: \_\_\_\_\_  
Frank Andrejasich, P.E.  
Vice -President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David A. Schramm

Title: Vice President, Pipeline Integrity and Corrosion Services

Address: 7135 Janes Avenue, Woodridge, Illinois 60517

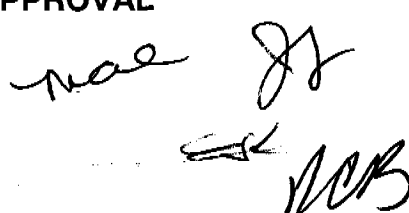
E-mail Address: dschramm@enengineering.com

Phone: (630) 353-4039

Fax: (630) 353-7777

DATE: June 16, 2011

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	A Resolution Approving a Second Amendment to Task Order No. 6 Under the Master Contract with EN Engineering, LLC  Resolution No. R-28-11	<b>APPROVAL</b>	
Account No.: 01-60-6632 <i>MC 6/16/2011</i>			
<p>The Commission entered into a master contract with EN Engineering, LLC dated December 12, 2006, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission.</p> <p>Pursuant to Resolution No. R-31-07, the Commission approved Task Order No. 6 to the Master Contract authorizing the Consultant, at a not to exceed cost of \$100,000.00, to provide design and bidding services in connection with a project to mitigate corrosion activity on the South Transmission Main. In February of 2009, the Commission approved a First Amendment to Task Order 6 for the redesign of the proposed galvanic anode groundbeds for installation within public rights of way instead of private property. The First Amendment also increased the not-to-exceed limit on the cost of the work from \$100,000.00 to \$123,000.00 and extended the completion date from November 6, 2007, to June 10, 2009.</p> <p>The project, as currently designed, centers around the construction of deep well anode groundbeds as the foundation for all other mitigation improvements. Though the number of contractors with expertise in deep well drilling is somewhat limited, the project was eventually bid. In September of 2009, a resolution to award a contract for the Construction of Corrosion Protection and Control for the South Transmission Main was presented to the board under Resolution R-54-09. The board decided not to award a contract for this work due to the Commission's financial situation at the time and the sole bidder's proposal coming in at roughly twice that of the engineer's estimate due to the following factors as explained to the board:</p> <ul style="list-style-type: none"><li>• Weather conditions</li><li>• The 120-270 foot depth of the vertical columns to be drilled</li><li>• Drilling near a petroleum gas line which requires special training</li><li>• Potential soil conditions including rock or rock formations</li></ul>			

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b> Pipeline
<b>ITEM</b>	<p>A Resolution Approving a Second Amendment to Task Order No. 6 Under the Master Contract with EN Engineering, LLC</p> <p>Resolution No. R-28-11</p>	<b>APPROVAL</b>
<p>Staff, in discussion with the design engineer, believes that a redesign of the project to incorporate linear, rather than deep well anodes, may result in more competitive bidding and a reduction in the project cost.</p> <p>Resolution No. R-28-11 would approve a Second Amendment to Task Order No. 6 to provide for the construction of linear, rather than deep well, anode installations, to extend the completion date from June 10, 2009, to September 1, 2011, and to increase the not-to-exceed limit on the cost of the work from \$123,000.00 to \$145,000.00.</p>		
<b>MOTION:</b> To adopt Resolution No. R-28-11.		

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-28-11

A RESOLUTION APPROVING  
A SECOND AMENDMENT TO TASK ORDER NO. 6  
UNDER THE MASTER CONTRACT WITH EN ENGINEERING, LLC

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

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

WHEREAS, pursuant to Resolution No. R-31-07, the Commission approved Task Order No. 6 to the Master Contract for design and bidding services for a project to mitigate the potential of corrosion activity on the South Transmission Main (the "Original Task Order No. 6"); and

WHEREAS, the Commission and the Consultant entered into a First Amendment to the Original Task Order No. 6 (the "First Amendment"), approved pursuant to Resolution R-6-09, adopted on February 12, 2009, to redesign the proposed galvanic anode groundbeds for installation within public rights of way instead of private property, to increase the not-to-exceed limit on the cost of the work from \$100,000.00 to \$123,000.00, and to extend the completion date from November 6, 2007, to June 10, 2009

Resolution No. R-28-11

(the Original Task Order No. 6 as amended by the First Amendment hereinafter collectively referred to as "Task Order No. 6"); and

WHEREAS, the Commission and the Consultant desire to further amend Task Order No. 6 to provide for the construction of linear, rather than deep well, anode installations, to extend the completion date from June 10, 2009, to September 1, 2011, and to increase the not-to-exceed limit on the cost of the work from \$123,000.00 to \$145,000.00, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Task Order No. 6 was signed, the changes are germane to Task Order No. 6 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 Second Amendment to Task Order No. 6, 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 Second Amendment to Task Order No. 6 in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or

Resolution No. R-28-11

approved by the General Manager; provided, however, that the Second 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 Second Amendment executed by EN Engineering, LLC.

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 \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-28-11.docx

**EXHIBIT 1**

**SECOND AMENDMENT TO  
TASK ORDER NO. 6**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and EN Engineering, LLC ("Consultant") for Professional Engineering Services dated December 12, 2006 (the "Contract"), Owner and Consultant agree to amend, effective as of June 23, 2011, Task Order No. 6 to the Contract for the Cathodic Protection Design for the South Transmission Main project as previously amended by a First Amendment (collectively, "Task Order No. 6") as follows:

**1. Completion Date:**

Section 5, entitled "Completion Date," of Task Order No. 6 shall be, and it hereby is, amended in its entirety so that said Section 5 shall hereafter be and read as follows:

**"5. Completion Date:**

September 1, 2011 plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract."

**2. Contract Price:**

Section 8, entitled "Contract Price," of Task Order No. 6 shall be, and it hereby is, amended in its entirety so that said Section 8 shall hereafter be and read as follows:

**"8. Contract Price:**

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

Notwithstanding the foregoing, the total Contract Price shall not exceed \$145,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract."



In all other respects, Task Order No. 6 to the Contract shall remain in full force and effect, and Task Order No. 6 to the Contract shall be binding on both parties as hereinabove amended.

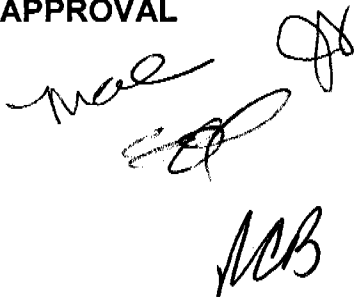
DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
John F. Spatz  
General Manager

EN ENGINEERING, LLC

By: \_\_\_\_\_  
Joe Posewick, P.E.  
President

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b> Pipeline
<b>ITEM</b> A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the June 23, 2011, DuPage Water Commission Meeting  Resolution No. R-29-11	<b>APPROVAL</b> 
<p>Account Number: 01-60-6631 <i>MC</i></p> <p>The Commission entered into certain agreements dated June 30, 2008 with Martam Construction Incorporated and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-29-11 would approve the following Work Authorization Orders under the Quick Response Contracts.</p> <p><b>Work Authorization Order No. 0027 to Rossi Contractors, Inc.:</b> This Work Authorization was issued, and the work completed, prior to board approval and was for the work required to abandon an existing blow off valve found to be in conflict with certain Illinois Department of Transportation roadway improvements located at Il. Rt. 53 and Springbrook Creek in the City of Itasca. The scope of the repair work included: excavation of the existing blow off valve, removal of the blow off stack, operating stem, valve box, and frame and lid, concrete encasement of the existing valve body and flanged outlet, installation of sacrificial anodes, and backfill and compaction of the excavation in accordance with IDOT means and methods and under their supervision.</p> <p>The total cost for this work is not known but is estimated to be \$29,500.00.</p>	
<b>MOTION:</b> To adopt Resolution No. R-29-11.	

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-29-11

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-8/08 AT THE  
JUNE 23, 2011, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2008, with Martam Construction Incorporated and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-8/08"); and

WHEREAS, Contract QR-8/08 is designed to allow the Commission to direct one or more or all of the quick response contractors to perform 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 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

Resolution No. R-29-11

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**Exhibit 1**

## WORK AUTHORIZATION ORDER

SHEET 1 OF 2

### CONTRACT QR-8/08: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-8.0027

#### LOCATION:

Illinois RT.53 and Springbrook Creek in the City of Itasca.

#### CONTRACTOR:

Rossi Contractors Inc.

#### DESCRIPTION OF WORK:

Excavate and expose the existing blow off valve. Remove and return to the Commission: the blow off stack, operating stem and box, and frame and lid. Once the valve has been completely exposed, the Commission will inspect the valve body and determine whether it shall remain in place. Based upon this determination, the work required to abandon the valve will take place by either: the concrete encasement of the existing valve or by isolating and dewatering the main, followed by the removal of the existing valve and installing a blind flange in its place, then concrete encasement and pipeline disinfection. In either case, sacrificial anodes shall be installed and the excavation shall be backfilled and compacted in compliance with IDOT specifications.

#### REASON FOR WORK:

To abandon an existing blow off valve that is in conflict with Illinois Department of Transportation roadway improvements at Ill. 53 and Springbrook Creek.

#### 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

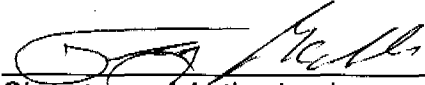
IS  IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:  
N/A

SUBMITTALS REQUESTED: N/A


SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: N/A

DUPAGE WATER COMMISSION

By:   
Signature of Authorized  
Representative

DATE: 5-20-11

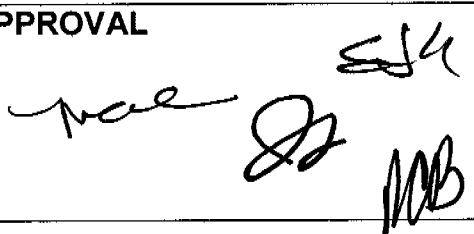
CONTRACTOR RECEIPT ACKNOWLEDGED:

By:   
Signature of Authorized  
Representative

DATE: 5-20-11

DATE: June 16, 2011

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	A Resolution Awarding Quick Response Contract (Contract QR-9/11)  Resolution No. R-30-11	<b>APPROVAL</b>	

Account Number: 01-60-6631 *MC*

The Commission entered into certain agreements dated June 30, 2008, with Martam Construction Incorporated and Rossi Contractors, Inc. for quick response construction work as needed through the issuance of Work Authorization Orders (Contract QR-8/08). Contract QR-8/08 expires June 30, 2011, and staff desires to continue to retain, through June 30 2013, 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*. In addition, the Commission posted the advertisement on its website and solicited bids by direct invitation. Sealed bids were received until 1:00 p.m., local time, May 17, 2011, at which time all bids were publicly opened and read aloud.

Of the 17 contractors who examined the bidding documents prior to the bid opening, five submitted proposals. All proposals received substantially complied with the bidding documents and contained no errors or omissions of note. The bid tabulation is as follows:

BIDDER	A	B	C	D	E
Airy's Inc.	30%	10%	7.5%	3%	\$1,000
Benchmark Construction Co. Inc.	42%	10%	10%	20%	\$10,000
Kovilic Construction Co. Inc.	75%	30%	50%	37%	\$25,000
Martam Construction Inc.	30%	15%	10%	15%	\$30,000
Rossi Contractors, Inc.	35%	8%	10%	10%	\$6,000

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-hours or less response time), an additional \_\_\_% on the sum of items A, B and C
- E. For Insurance and Bonds, \$ \_\_\_\_\_ per year



<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	A Resolution Awarding Quick Response Contract (Contract QR-9/11)  Resolution No. R-30-11	<b>APPROVAL</b>	
<p>Staff is recommending that a contract be awarded to Airy's Inc. and Rossi Contractors, Inc. 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.</p>			
<b>MOTION:</b> To adopt Resolution No. R-30-11.			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-30-11

A RESOLUTION AWARDED  
QUICK RESPONSE CONTRACT  
(Contract QR-9/11)

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-9/11 to one or more bidders; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of Airy's Inc. 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-9/11 to Airy's Inc. and Rossi Contractors, Inc. conditioned upon the receipt of all contractually required documentation.

Resolution No. R-30-11

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman

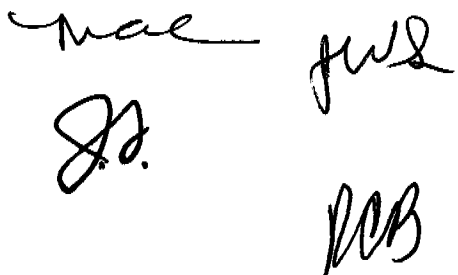
ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-30-11.docx

DATE: June 16, 2011

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-5/10 at the June 23, 2011, DuPage Water Commission Meeting  Resolution No. R-31-11	<b>APPROVAL</b>	
Account Number: 01-60-6633 <i>nc</i>			
<p>The Commission entered into certain agreements dated December 6, 2010, with Meade Electric Company, Inc. and with McWilliams Electric Co. Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-31-11 would approve the following Work Authorization Orders under the Quick Response Electrical Contracts:</p> <p><b>Work Authorization Order No. 002:</b> This work authorization is to McWilliams Electric Co. Inc. for repairing and securing electrical service entrances at six (6) meter station buildings where the underground electrical service entrances are settling and causing the meter socket enclosures and conduits to pull away from the side of the buildings.</p> <p>The total cost for this work is not known but is estimated to not exceed \$11,026.00.</p>			
<b>MOTION:</b> To adopt Resolution No. R-31-11.			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-31-11

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-5/10  
AT THE JUNE 23, 2011, DUPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

Resolution No. R-31-11

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

**WORK AUTHORIZATION ORDER**

**SHEET 1 OF 3**

**CONTRACT QRE-5/10: QUICK RESPONSE ELECTRICAL CONTRACT**

**PROJECT: QRE-5.002**

**LOCATION:**

See attached list of meter stations with addresses.

**CONTRACTOR:**

McWilliams Electric Co. Inc.

**DESCRIPTION OF WORK:**

Repair and secure the electrical service entrances (meter socket enclosures and conduits) to the side of the meter station buildings.

**REASON FOR WORK:**

The electrical service entrances are settling and causing the meter socket enclosures and conduits to drop and pull away from the side of the buildings.

**MINIMUM RESPONSE TIME:**

None

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

None



**THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER**

IS  IS NOT PRIORITY EMERGENCY WORK

**SUBMITTALS REQUESTED:**

None

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

None

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

None

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

DATE: \_\_\_\_\_

**CONTRACTOR RECEIPT ACKNOWLEDGED:**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

DATE: \_\_\_\_\_

## List of Meter Stations with Electrical Meter Socket Problems

<u>Station</u>	<u>Street Address, City</u>	<u>ComEd Account #</u>
MS8B	1039 Summit, Downers Grove	8280426000
MS13C	485 Warrenville Rd, Lisle	8366319000
MS15A	1699 Ranchview, Naperville	63519-53664 (Naperville Electric)
MS15E	2004 N. Mill Rd, Naperville	6498650003
MS19A	1260 S. Cornell, Villa Park	8668788009
MS27A	1N701 Pleasant Hill Rd, Winfield	0793700008



DuPage Water Commission  
 600 E. Butterfield Road  
 Elmhurst, IL 60126

Phone: (630) 834-0100 Fax: (630) 834-0120

**Purchase Order: 12914**

Ordered By: FRELKA FRANK  
 Not Confirmed  
 Order Date: 06/07/2011  
 Due Date: 06/07/2011

Supplier: Infor Datastream  
 Address: Infor Global Solutions Inc  
 Wachovia  
 P.O. Box 933751  
 Atlanta, Ga 31193-3751  
 Telephone:  
 Fax No.:  
 Contact

Delivery Address: DuPage Water Commission  
 600 East Butterfield Road  
 Elmhurst, Illinois 60126

Line	Account	Manufact Part	Item	Date	QTY	UOM	Unit Price	Total
Line	Account		Task	Hours Requested		UOM	Quantity Rate	Total
1	Software Upgrade Services			06/08/2011			24,280.00	24,280.00
	01-60-6280			1				
							<b>Total</b>	<b>24,280.00</b>
							<b>Total</b>	<b>24,280.00</b>

**Purchase Order: 12914**

**DuPage Water Commission**

600 E. Butterfield Road

Elmhurst, IL 60126

Phone: (630) 834-0100 Fax: (630) 834-0120

**TERMS AND CONDITIONS**

1. **ACCEPTANCE OF PURCHASE ORDER** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the DuPage Water Commission (the "Owner") any of the goods ordered herein or renders for the Owner any of the services ordered herein. If this Purchase Order has been issued by the Owner in response to an offer then the issuance of this Purchase Order by the Owner shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the Owner and shall not be binding upon the Owner unless specifically accepted by the Owner in writing.
2. **ENTIRE AGREEMENT.** Upon acceptance of this Purchase Order, this Purchase Order and all specifications, drawings, and data submitted to the Seller with this Purchase Order or the solicitation for this Purchase Order shall constitute the entire contract between the Owner and the Seller (the "Contract"). The Contract replaces, supersedes, and merges all prior discussions, agreements, or understandings between the parties and shall be changed only by written agreement of the parties.
3. **INDEMNIFICATION AND INSURANCE.** The goods or services to be furnished under this Contract shall be provided at the sole risk and cost of the Seller until final payment therefor. The Seller shall, promptly and without charge to the Owner repair, replace, or pay for any damage or loss suffered as a result of the work of this Contract. The Seller shall indemnify, keep, and hold harmless the Owner and its agents, officials and employees from and against all injuries, losses, damages, claims, suits, liabilities costs, and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of the Seller, its agents, employees, or subcontractors. This indemnification and hold harmless shall be in addition to the warranty obligations of the Seller. The Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives shall be named as an Additional Insured on all insurance required under this Contract and any such insurance requirements shall be deemed to be minimum requirements and shall not be construed in any way as a limitation on the Seller's liability for losses or damages under this Contract.
4. **DEFAULT.** Time is of the essence of this Contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Owner reserves the right, without liability and in addition to its other rights and remedies, to terminate this Contract by notice effective when received by the Seller and to purchase substitute items or services elsewhere and to charge the Seller with any and all losses incurred.
5. **TRANSPORTATION CHARGES.** Transportation expense for all shipments shall be prepaid, F.O.B. point of destination. No charges will be allowed by the Owner for transportation, packing, cartage, or containers unless otherwise authorized in this Contract.
6. **UNAVOIDABLE DELAY.** If the Seller is delayed in the delivery of goods purchased under this Contract by a cause beyond its control then the Seller, upon receiving knowledge of such delay, must give written notice immediately to the owner and request an extension of time or such extension shall be waived. An extension shall be granted at the sole and absolute discretion of the Owner.
7. **WARRANTY.** The Seller warrants that the prices for the goods or services sold to the Owner under this Contract are not less favorable than those currently extended to any other customer for the same or like goods or services in equal or less quantities. In the event the Seller reduces its price for such goods or service during the term of this Contract, the Seller agrees to reduce the prices hereof correspondingly. The Seller warrants that all goods and services furnished hereunder will be new and will conform in all respects to the terms of this Contract and that they will be free from latent and patent defects in materials, workmanship, title and design. In addition, the Seller warrants that said goods and services are suitable for the purposes for which they are purchased, manufactured, and designed or for such other purposes as are expressly specified in this Contract. The Owner may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. No inspection, test, acceptance, payment, or use of the goods or services furnished hereunder shall affect the Seller's obligation under these warranties and such warranties shall survive such inspection, test acceptance, payment, and use. The Seller's warranties shall run to the Owner and its successors and assigns.
8. **REGULATORY COMPLIANCE.** The Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) will have been produced in compliance with, and the Seller agrees to be bound by, all applicable Federal, State, and local laws, standards, rules and regulations. Without limiting the generality of the foregoing, the Seller shall furnish Material Safety Data Sheets in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
9. **PAYMENT.** Payments will be made in accordance with the terms on the face of this Contract, or the Seller's invoice, whichever are more favorable to the Owner and payment date therefor shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the Owner shall be subject to deduction or setoff by the Owner by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the Owner. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the Owner.
10. **TERMINATION.** The Owner may, at any time suspend or terminate this Contract, in whole or in part, by written notice. Upon suspension or termination for convenience of the Owner, the Owner shall reimburse the Seller for expenses (which shall not include lost profits) resulting directly from any such termination or suspension, which amount shall in no event exceed the applicable pro rata portion of the Contract Price. The Seller shall not be paid for any work done after receiving notice of such suspension or termination for convenience nor for any expenses incurred which could have been reasonably avoided. Any and all services, property, publications or materials provided during or resulting from the Contract shall become the property of the Owner. The foregoing states the Owner's entire liability and the Seller's exclusive remedy for any termination or suspension of all or any part of this Contract for convenience of the Owner. If, however, termination is occasioned by the Seller's breach of any condition hereof, including breach of warranty, or by the Seller's delay, except due to circumstances beyond the Seller's control and without the Seller's fault or negligence, the Seller shall not be entitled to any claim or costs or to any profit and the Owner shall have against the Seller all remedies provided by law and equity.
11. **TAXES.** The Owner is exempt from Federal, State, and local taxes.
12. **LIMIT OF LIABILITY.** In no event shall the Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The Owner's liability on any claim arising out of or connected with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
13. **ASSIGNMENTS AND SUBCONTRACTING.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the Owner.
14. **REMEDIES.** The Owner's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefor shall not waive any breach
15. **LAW GOVERNING.** This Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.

**Purchase Order: 12914**



**SERVICES WORK ORDER**

This Services Work Order ("Work Order or SOW") is subject to all terms and conditions of the Software Services Agreement (or, if applicable, the Professional Services Agreement) between Infor EAM ("Infor") and Dupage Water Commission ("Licensee") with an Effective Date of July 17, 2007 (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

Effective date of this Work Order: \_\_\_\_\_ Work Order Number: \_\_\_\_\_

Prepared By: Jen Christy \_\_\_\_\_ Approved By: Rich Mazzarell \_\_\_\_\_

<b>Project Name:</b>	Infor Enterprise Asset Management Enterprise Edition System
<b>Objective:</b>	Upgrade Consulting for the Infor EAM Enterprise Edition system
<b>Project Scope</b>	
Infor EAM Enterprise Edition upgrade from version 8.2 to 8.5	
<b>Project Deliverables</b>	
Estimated Time-Based Deliverables for:	
<b>Task</b>	<b>Hrs</b>
Upgrade Infor EAM EE 8.2 → 8.5 Database, Reports, Application Servers	48
New Functionality Overview Training	24
Advanced Mobile Upgrade (Project Engineer, Testing/Rework)	40
Project Management	12
<b>Project Assumptions</b>	
The costs and durations contained in this work order are estimates based on preliminary discussions with Licensee personnel.	
<b>Project Exclusions</b>	
Modules not included in this implementation are:	
<ol style="list-style-type: none"> <li>1. Advanced configuration upgrade services (Flex SQL, API configuration, custom reporting, and customization)</li> <li>2. Infor EAM EE data conversion</li> <li>3. Infor EAM Integration</li> </ol>	
<b>Infor Responsibilities</b>	
<ol style="list-style-type: none"> <li>1. Infor Global Solutions will provide qualified Infor EAM EE consulting resource.</li> </ol>	
<b>Licensee Responsibilities</b>	
<ol style="list-style-type: none"> <li>1. The Core Project Team will be comprised of Licensee personnel from all functions who will provide input regarding system and to-be system processes.</li> <li>2. Licensee will have proper hardware and infrastructure in place prior to consultant arriving onsite. A failure of on-site task readiness on the part of Licensee that impacts the completion of Infor activities could cause delays in the overall project duration.</li> <li>3. A dedicated Licensee Project Manager will be assigned to the project to work collaboratively with the Infor project team.</li> <li>4. Cancellation of scheduled resources is subject to the terms and conditions outlined in the Software Services Agreement.</li> </ol>	

Services Fee Estimates			
Resource/Activity/Task	Estimated [Hours]	[Hourly] Rate (US\$)	Estimated Fee (US\$)
Sr. Technical Consultant	48	\$ 180.00	\$8,640.00
Sr. Application Consultant	24	\$ 180.00	\$4,320.00
Advanced Mobile Consultant	40	\$ 229.00	\$9,160.00
Project Management	12.0	\$ 180.00	\$2,160.00
<b>Total</b>			<b>\$24,280.00</b>

Estimated time and costs listed in this Work Order represent an estimate only. Actual project time and cost may vary from the estimates provided. Where a substantial variation from this Work Order is foreseen, both parties must agree in writing to the additional work and amend this Work Order accordingly. All services are provided on a time and materials basis and are billed weekly. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Travel and living expenses are not included in the rates or estimated fees stated herein. Such travel and living expenses are in addition to such fees. Travel time to and from Licensee's site will be billed at \$90 per hour. Overtime rates of 150% of the quoted rate apply for after hours and weekend work. "After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. "Weekend work" is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

**LOCATIONS:** Services may be provided at the facilities of Infor or its Contractors, or at the Licensee sites listed below. A minimum of ½ day (4 hours) will be charged for all work at the Licensee's facilities. Remote services provided via phone, facsimile or remote access to Licensee's site will be charged at the standard hourly rate.

**PAYMENT:** Infor will invoice Licensee for all services and applicable charges on a weekly basis, as Infor renders the services or Licensee incurs the charges, as applicable. Services fees related to training are payable in advance, and Licensee will be invoiced by Infor for such training upon receipt of this Work Order. Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice.

THE PARTIES have executed this Work Order through the signatures of their respective authorized representatives.

**INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.**

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Signature Date: \_\_\_\_\_

**Invoices MUST be mailed to:**

Company Name: DuPage Water Commission  
 Contact Name: Ivin Drew  
 Address: 600 E. Butterfield Rd.  
 Address: Elmhurst, IL 60126  
 Phone: 630 834-0100  
 Email Address: drew@dpwc.org  
 Purchase Order Number: \_\_\_\_\_

**LICENSEE: Dupage Water Commission**

Signature: \_\_\_\_\_  
 Printed Name: John L. Spatz, Jr.  
 Title: General Manager  
 Address: 600 E. Butterfield Rd.  
 Address: Elmhurst, IL 60126  
 Signature Date: \_\_\_\_\_

**Contact for this project if different from above:**

Printed Name: Frank J. Frelka  
 Title: GIS Coordinator  
 Address: 600 E. Butterfield Rd.  
 Address: Elmhurst, IL 60126  
 Phone: 630 834-0100/630 519-1916  
 Email Address: ffrelka@dpwc.org

**Licensee Site Addresses:**

\_\_\_\_\_  
 \_\_\_\_\_



# DuPage Water Commission

## MEMORANDUM

TO: John Spatz, General Manager  
FROM: Baker Tilly, Consultant *MC*  
DATE: June 16, 2011  
SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the June 23, 2011 Commission meeting:

May 11 to June 14, 2011 A/P Report	\$4,605,059.28
Accrued and estimated payments required before July 21, 2011 Commission meeting	<u>1,059,100.00</u>
Total	<u>\$5,664,159.28</u>

cc: Chairman and Commissioners

Accounts Payable - 2011.06.23

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 07-21-11 - REVISED**

Board Meeting Date: June 23, 2011

60,000.00	Blue Cross Blue Shield Health Insurance
6,000.00	Principal Dental Insurance
10,000.00	Illinois Public Risk Fund Workers Compensation
200.00	Envision Health Care Administration Fees -
500,000.00	Exelon Energy for Utility Charges
20,000.00	ComEd Utility Charges Meter Stations
30,000.00	City of Chicago DWC Portion of Lexington Labor
180,000.00	City of Chicago DWC Portion of Lexington Electric
60,000.00	City of Chicago DWC Portion of Lexington Repairs & Maint
2,000.00	City of Naperville Meter Station Electric Bills
15,000.00	Nicor GAS
100.00	Comcast Internet Service
2,000.00	AT & T Telephone Charges
2,000.00	Nextel Cell Phone Charges
1,800.00	Fed - Ex Postage/Delivery
500.00	Business Card Toll Charges
1,000.00	Home Depot Maintenance Supplies
500.00	West Law Subscription Monthly Subscription
8,000.00	Martam Construction Manhole Repair
160,000.00	Rossi Water Main Repair @ Randolph in Elmhurst

1,059,100.00



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

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#			BALANCE	
-----									
01-1786		ABC COMMERCIAL MAINTENANCE							
	INV	2011-04	5/20/11	5/20/11		N	JANITORIAL SVCS: APRIL 2011	1,491.00	
		DISB	5/31/11				PO:	1,491.00	
=====	TOTALS:	GROSS:	1,491.00	PAYMENTS:			0.00 DISCS: 0.00 ADJS: 0.00	BAL:	1,491.00 =====
-----									
01-1294		ACCOUNTEMPS							
	INV	33194553	5/10/11	5/10/11		N	ACCTG SVCS:WK END 05/06/11	1,306.46	
		DISB	5/18/11				PO:	1,306.46	
	INV	33235841	5/17/11	5/17/11		N	ACCTG SVCS:WK END 05/13/11	1,548.40	
		DISB	5/27/11				PO:	1,548.40	
	INV	33276919	5/24/11	5/24/11		N	ACCTG SVCS:WK END 05/20/11	929.04	
		DISB	5/27/11				PO:	929.04	
	INV	33319613	6/01/11	6/01/11		N	ACCOUNTEMPS	1,470.98	
		DISB	6/01/11				PO:	1,470.98	
	INV	33358763	6/07/11	6/07/11		N	ACCTG SVCE: WK END 06/03/11	1,122.59	
		DISB	6/13/11				PO:	1,122.59	
=====	TOTALS:	GROSS:	6,377.47	PAYMENTS:			0.00 DISCS: 0.00 ADJS: 0.00	BAL:	6,377.47 =====
-----									
01-1791		ACE COMPUTERS							
	CM	109629	6/01/11	6/01/11		Y	CREDIT MEMO FOR TAX CHARGE	59.42CR	
		DISB	6/01/11				PO:	59.42CR	
	INV	109554	5/24/11	5/24/11		Y	COMPUTER SYSTEM	778.42	
		DISB	5/31/11				PO: 12871	778.42	
=====	TOTALS:	GROSS:	719.00	PAYMENTS:			0.00 DISCS: 0.00 ADJS: 0.00	BAL:	719.00 =====
-----									
01-1226		AMERICAN BAR ASSOCIATION							
	INV	201106023096	6/02/11	6/02/11		N	MEMBERSHIP DUES:9/1/11-8/31/12	365.00	
		DISB	6/02/11				PO:	365.00	
=====	TOTALS:	GROSS:	365.00	PAYMENTS:			0.00 DISCS: 0.00 ADJS: 0.00	BAL:	365.00 =====
-----									
01-1088		AMERICAN WATER WORKS ASSOC							
	INV	0000441714	5/06/11	6/05/11		Y	DVDS ON WATER CONSRV/USE	320.93	
		DISB	5/18/11				PO: 12855	320.93	
=====	TOTALS:	GROSS:	320.93	PAYMENTS:			0.00 DISCS: 0.00 ADJS: 0.00	BAL:	320.93 =====

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-	
		BANK	POST DT	DISC DT	CHECK#					BALANCE		
-----												
01-1744	ACN	ESOLUTIONS, INC										
	INV	9568	5/27/11	5/27/11		N		ANNUAL FEE - ONLINE MSDS MGMT		2,904.30		
		DISB	5/31/11					PO: 12820		2,904.30		
=====	TOTALS:	GROSS:	2,904.30	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 2,904.30	=====
01-1516	ARAMARK	REFRESHMENT SERVIC										
	INV	529447	5/13/11	5/13/11		N		COFFEE SUPPLIES		187.76		
		DISB	5/18/11					PO: 12867		187.76		
	INV	529566	5/26/11	5/26/11		N		COFFEE SUPPLIES		64.55		
		DISB	5/31/11					PO: 12901		64.55		
=====	TOTALS:	GROSS:	252.31	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 252.31	=====
01-1397	AT&T											
	INV	201105243083	5/16/11	5/16/11		N		DPPS PHONE SVC:4/17-5/16/11		759.96		
		DISB	5/24/11					PO:		759.96		
	INV	201106073099	5/22/11	5/22/11		N		DPPS PHONE SVC: 4/23-5/22/11		422.50		
		DISB	5/22/11					PO:		422.50		
=====	TOTALS:	GROSS:	1,182.46	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 1,182.46	=====
01-1393	AT&T	LONG DISTANCE										
	INV	201105173076	4/26/11	6/10/11		N		DPPS LONG DISTANCE PHONE SVC		266.80		
		DISB	5/17/11					PO:		266.80		
	INV	201106083115	5/26/11	7/10/11		N		DPPS LONG DISTANCE PHONE SVC		188.95		
		DISB	5/31/11					PO:		188.95		
=====	TOTALS:	GROSS:	455.75	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 455.75	=====
01-1072	AVALON	PETROLEUM COMPANY										
	INV	546589	5/12/11	5/12/11		N		GASOLINE		3,000.80		
		DISB	5/24/11					PO: 12866		3,000.80		
=====	TOTALS:	GROSS:	3,000.80	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 3,000.80	=====
01-1519	BLACKBURN	MFG. CO.										
	INV	0394026-IN	5/18/11	6/17/11		N		BLUE LOCATING FLAGS		419.90		
		DISB	5/31/11					PO: 12876		419.90		
=====	TOTALS:	GROSS:	419.90	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 419.90	=====

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	BANK	ITEM POST DT	DT/ DISC DT	DUE DT/	PAY DT/ CHECK#	1099	----- DESCRIPTION -----	GROSS/ BALANCE	-DISTRIBUTION-
01-1000 BLUE CROSS/BLUE SHIELD OF											
	INV	201105253087		5/17/11	5/17/11	6/07/11	N		HEALTH INSURANCE: JUNE 2011	44,935.43	
	DISB			5/25/11		007786			PO:	0.00	
===== TOTALS: GROSS: 44,935.43 PAYMENTS: 44,935.43- DISCS: 0.00 ADJS: 0.00 BAL: 0.00 =====											
01-1692 BRIDGEPOINT TECHNOLOGIES											
	INV	15981		4/04/11	4/04/11		N		IT CONSULTING SERVICES	250.00	
	DISB			5/31/11					PO: 12899	250.00	
	INV	16130		5/02/11	5/02/11		N		WEBSITE HOSTING-MAY 2011	50.00	
	DISB			5/31/11					PO: 12880	50.00	
	INV	16257		6/01/11	6/01/11		N		WEBSITE- FILE SHARE	75.00	
	DISB			6/01/11					PO: 12788	75.00	
	INV	16258		6/01/11	6/01/11		N		WTR CONSRV-WEBSITE-JUNE 2011	50.00	
	DISB			6/01/11					PO: 12788	50.00	
	INV	16259		6/01/11	6/01/11		N		WEBSITE HOSTING: JUNE 2011	50.00	
	DISB			6/03/11					PO: 12880	50.00	
===== TOTALS: GROSS: 475.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 475.00 =====											
01-1461 BUSINESS CARD											
	INV	201105183078		5/14/11	6/07/11		N		I PASS/AWWA REGISTRATION	1,115.00	
	DISB			5/18/11					PO:	1,115.00	
===== TOTALS: GROSS: 1,115.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,115.00 =====											
01-1134 CITY OF CHICAGO DEPARTMENT											
	INV	201105183079		5/11/11	5/11/11	6/07/11	N		LEXINGTON ELEC: 3/4-3/31/11	77,786.79	
	DISB			5/18/11		007787			PO:	0.00	
	INV	201105273088		5/18/11	5/18/11	6/07/11	N		LEX PUMP STN LABOR:APRIL 2011	21,914.92	
	DISB			5/27/11		007787			PO:	0.00	
	INV	201106073100		5/25/11	5/25/11		N		LEXINGTON ELECT:02/03-03/03/11	83,317.50	
	DISB			5/25/11					PO:	83,317.50	
	INV	201106073108		6/01/11	6/01/11		N		LEXINGTON ELEC: 4/1-5/2/11	78,860.11	
	DISB			6/01/11					PO:	78,860.11	
===== TOTALS: GROSS: 261,879.32 PAYMENTS: 99,701.71- DISCS: 0.00 ADJS: 0.00 BAL: 162,177.61 =====											

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

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-	
		BANK	POST DT	DISC DT	CHECK#					BALANCE		
-----												
01-1135		CITY OF CHICAGO SUPERINTEN										
	CM	201106133118	6/01/11	6/01/11		N		RVSE WATER BILLING: MAY 2011		4,303,098.00CR		
		DISB	6/01/11					PO:		4,303,098.00CR		
	INV	201106073109	6/01/11	6/01/11		N		WATER BILLING: MAY 2011		4,303,098.00		
		DISB	6/01/11					PO:		4,303,098.00		
	INV	201106133117	5/31/11	5/31/11		N		WATER BILLING: MAY 2011		4,303,098.00		
		DISB	5/31/11					PO:		4,303,098.00		
=====	TOTALS:		GROSS:	4,303,098.00	PAYMENTS:			0.00 DISCS:	0.00 ADJS:	0.00 BAL:	4,303,098.00	=====
01-1179		CHICAGO TRIBUNE										
	INV	000158609	5/31/11	6/15/11		N		BID NOTICE		1,584.00		
		DISB	5/31/11					PO:		1,584.00		
=====	TOTALS:		GROSS:	1,584.00	PAYMENTS:			0.00 DISCS:	0.00 ADJS:	0.00 BAL:	1,584.00	=====
01-1091		CINTAS FIRST AID & SAFETY										
	INV	0343707840	4/28/11	4/28/11		N		FIRST AID SUPPLIES		190.54		
		DISB	5/31/11					PO: 12839		190.54		
	INV	0343712899	5/26/11	5/26/11		N		FIRST AID SUPPLIES		161.01		
		DISB	5/31/11					PO: 12839		161.01		
=====	TOTALS:		GROSS:	351.55	PAYMENTS:			0.00 DISCS:	0.00 ADJS:	0.00 BAL:	351.55	=====
01-1398		COMCAST										
	INV	201105273092	5/20/11	5/20/11	6/07/11	N		INTERNET SVC:5/27-6/26/11		99.95		
		DISB	5/27/11		007788			PO:		0.00		
=====	TOTALS:		GROSS:	99.95	PAYMENTS:			99.95- DISCS:	0.00 ADJS:	0.00 BAL:	0.00	=====
01-1009		COMED										
	INV	201105173077	5/11/11	6/25/11	6/07/11	N		METER STATION ELECTRIC		9,807.25		
		DISB	5/17/11		007789			PO:		0.00		
=====	TOTALS:		GROSS:	9,807.25	PAYMENTS:			9,807.25- DISCS:	0.00 ADJS:	0.00 BAL:	0.00	=====
01-1733		COMED										
	INV	201105243084	5/17/11	5/17/11	6/07/11	N		METER STN ELEC:2236161034		82.69		
		DISB	5/24/11		007790			PO:		0.00		

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID--- BANK	ITEM DT/ POST DT	DUE DT/ DISC DT	PAY DT/ CHECK#	1099	DESCRIPTION	GROSS/ BALANCE	-DISTRIBUTION-				
01-1733	COMED		** CONTINUED **										
	INV	201106073101	5/27/11	5/27/11		N	METER STN ELEC: 1691064106	42.48					
		DISB	5/27/11				PO:	42.48					
===== TOTALS:			GROSS:	125.17	PAYMENTS:	82.69-	DISCS:	0.00	ADJS:	0.00	BAL:	42.48	=====
01-1569	EDWARD COUGHLIN												
	INV	201106073107	6/01/11	6/01/11		Y	SECURITY: 05/19/11	100.00					
		DISB	6/01/11				PO:	100.00					
===== TOTALS:			GROSS:	100.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	100.00	=====
01-1654	ELECSYS CORPORATION												
	INV	96080	4/29/11	4/29/11		Y	DATA FOR CORR SYS MONITORING	75.00					
		DISB	5/18/11				PO:	75.00					
	INV	96782	5/31/11	5/31/11		Y	DEFAULT CP GRP MSGS: MAY 2011	60.00					
		DISB	5/31/11				PO:	60.00					
===== TOTALS:			GROSS:	135.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	135.00	=====
01-1097	ELMHURST PLAZA STANDARD IN												
	INV	34826	5/10/11	5/10/11		N	BATTERY FOR BACK HOE	261.90					
		DISB	5/18/11				PO: 12860	261.90					
	INV	34853	5/17/11	5/17/11		N	VEHICLE MAINT:M80328	1,067.60					
		DISB	5/27/11				PO: 12873	1,067.60					
===== TOTALS:			GROSS:	1,329.50	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,329.50	=====
01-1446	EN ENGINEERING, LLC												
	INV	0029101	5/05/11	6/04/11		N	CORROSION CONT-TEST READINGS	11,777.66					
		DISB	5/31/11				PO:	11,777.66					
	INV	0029106	5/05/11	6/04/11		N	CATHODIC PROT DESIGN - TOB	7,204.90					
		DISB	5/31/11				PO:	7,204.90					
===== TOTALS:			GROSS:	18,982.56	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	18,982.56	=====
01-1792	ENCAP, INC												
	INV	22307	4/30/11	4/30/11		Y	LANDSCAPE CONV SVCS- PMT # 1	75.00					
		DISB	5/31/11				PO:	75.00					
	INV	22316	4/30/11	4/30/11		Y	LANDSCAPE CONV SVCS - PMT # 2	4,685.77					

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	BANK	ITEM DT/ POST DT	DUE DT/ DISC DT	PAY DT/ CHECK#	1099	-----	DESCRIPTION	-----	GROSS/ BALANCE	-DISTRIBUTION-			
01-1792	ENCAP, INC			** CONTINUED **											
	DISB			5/31/11				PO:			4,685.77				
===== TOTALS:		GROSS:		4,760.77	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	4,760.77	=====
01-1159	ENVISION HEALTHCARE, INC.														
	INV	120557		6/01/11	6/01/11		N		ADMIN FEES: JUNE 2011		96.00				
	DISB			6/03/11				PO:			96.00				
===== TOTALS:		GROSS:		96.00	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	96.00	=====
01-1065	FEDEX														
	INV	7-506-70105		5/25/11	5/25/11	6/07/11	N		OVERNIGHT MAIL		498.69				
	DISB			5/31/11		007791		PO:			0.00				
===== TOTALS:		GROSS:		498.69	PAYMENTS:			498.69-	DISCS:	0.00	ADJS:	0.00	BAL:	0.00	=====
01-1617	FIRST FENCE														
	INV	12656		5/18/11	5/18/11		N		FENCE REPAIR & REPLACEMENT		4,110.00				
	DISB			5/24/11				PO:	12811		4,110.00				
===== TOTALS:		GROSS:		4,110.00	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	4,110.00	=====
01-1570	FIVE STAR SAFETY EQUIPMENT														
	INV	2439956		5/09/11	6/08/11		N		GAS MONITOR CALIBRATION		200.00				
	DISB			5/18/11				PO:	12848		200.00				
	INV	2440164		5/26/11	6/25/11		N		SENSOR FOR GAS MONITORS		300.00				
	DISB			5/31/11				PO:	12884		300.00				
===== TOTALS:		GROSS:		500.00	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	500.00	=====
01-1789	FREEWAY FORD														
	INV	201105163075		11/02/10	11/02/10	5/16/11	N		2011 FORD F350 TRUCK		58,749.00				
	DISB			5/16/11		007723		PO:	12473		0.00				
===== TOTALS:		GROSS:		58,749.00	PAYMENTS:			58,749.00-	DISCS:	0.00	ADJS:	0.00	BAL:	0.00	=====
01-1055	GRAINGER														
	INV	9530675710		5/06/11	6/05/11		N		METER STATION SUPPLIES		438.97				
	DISB			5/18/11				PO:	12841		438.97				
	INV	9533760253		5/11/11	6/10/11		N		MAINTENANCE SUPPLIES		131.22				

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

VENDOR	TYPE	---ID--- BANK	ITEM DT/ POST DT	DUE DT/ DISC DT	PAY DT/ CHECK#	1099	DESCRIPTION	GROSS/ BALANCE	-DISTRIBUTION-	
01-1055		GRAINGER DISB	** CONTINUED **							
			5/24/11				PO: 12838	131.22		
	INV	9534476420 DISB	5/11/11	6/10/11		N	MAINTENANCE SUPPLIES	239.09		
			5/24/11				PO: 12838	239.09		
	INV	9539447798 DISB	5/17/11	6/16/11		N	MAINTENANCE SUPPLIES	52.16		
			5/24/11				PO: 12838	52.16		
	INV	9541045119 DISB	5/18/11	6/17/11		N	MAINTENANCE SUPPLIES	280.40		
			5/24/11				PO: 12838	280.40		
	INV	9542704169 DISB	5/19/11	6/18/11		N	MAINTENANCE SUPPLIES	552.11		
			5/24/11				PO: 12838	552.11		
	INV	9548173773 DISB	5/27/11	6/26/11		N	MAINTENANCE SUPPLIES	54.90		
			5/31/11				PO: 12838	54.90		
===== TOTALS: GROSS:			1,748.85	PAYMENTS:		0.00	DISCS: 0.00	ADJS: 0.00	BAL: 1,748.85	=====
01-1399		GREELEY AND HANSEN								
	INV	0000337687 DISB	5/19/11	5/19/11		Y	LEX PS PHOTOVOLTAIC CELLS	1,862.97		
			6/13/11				PO:	1,862.97		
===== TOTALS: GROSS:			1,862.97	PAYMENTS:		0.00	DISCS: 0.00	ADJS: 0.00	BAL: 1,862.97	=====
01-1068		HACH COMPANY								
	INV	7258583 DISB	5/24/11	6/23/11		N	WATER TESTING SUPPLIES	2,112.53		
			5/31/11				PO: 12878	2,112.53		
===== TOTALS: GROSS:			2,112.53	PAYMENTS:		0.00	DISCS: 0.00	ADJS: 0.00	BAL: 2,112.53	=====
01-1793		VILLIAGE OF HILLSIDE								
	INV	201106083114 DISB	6/07/11	6/07/11	6/07/11	N	PERMIT - DUPAGE GENERATOR PROJ	500.00		
			6/07/11		007792		PO:	0.00		
===== TOTALS: GROSS:			500.00	PAYMENTS:		500.00-	DISCS: 0.00	ADJS: 0.00	BAL: 0.00	=====
01-1050		HOME DEPOT CREDIT SERVICES								
	CM	2171351b DISB	5/23/11	5/23/11		N	METER STATION SUPPLIES	29.67CR		
			5/31/11				PO:	29.67CR		
	INV	1015090 DISB	5/24/11	5/24/11	6/07/11	N	MAINTENANCE SUPPLIES	12.57		
			5/31/11		007793		PO: 12758	0.00		
	INV	1053953	5/24/11	5/24/11	6/07/11	N	MAINTENANCE SUPPLIES	33.75		

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

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	
01-1050	HOME DEPOT CREDIT SERVICES** CONTINUED **										
	DISB		5/31/11		007793			PO: 12758		0.00	
	INV	2015535	6/02/11	6/02/11		N		METER STATION MAINTENANCE		60.91	
	DISB		6/02/11					PO:		60.91	
	INV	2024542	6/02/11	6/02/11		N		METER STATION MAINTENANCE		123.92	
	DISB		6/02/11					PO:		123.92	
	INV	2042718	5/23/11	5/23/11	6/07/11	N		METER STATION SUPPLIES		52.13	
	DISB		5/27/11		007793			PO: 12758		0.00	
	INV	2122408	6/02/11	6/02/11	6/07/11	N		PIPELINE SUPPLIES		26.65	
	DISB		6/03/11		007793			PO: 12758		0.00	
	INV	2171351	5/23/11	5/23/11	6/07/11	N		RETURN OF METER STN SUPPLIES		29.67	
	DISB		5/27/11		007793			PO: 12758		0.00	
	INV	2171351a	5/23/11	5/23/11		N		METER STATION SUPPLIES		29.67	
	DISB		5/31/11					PO:		29.67	
	INV	2583245	5/23/11	5/23/11	6/07/11	N		METER STATION SUPPLIES		22.43	
	DISB		5/27/11		007793			PO: 12758		0.00	
	INV	2591034	6/02/11	6/02/11		N		METER STATION MAINTENANCE		6.29	
	DISB		6/02/11					PO:		6.29	
	INV	3134736	6/01/11	6/01/11		N		METER STATION SUPPLIES		40.27	
	DISB		6/03/11					PO: 12758		40.27	
	INV	3134792	6/01/11	6/01/11		N		METER STATION SUPPLIES		29.20	
	DISB		6/03/11					PO: 12758		29.20	
	INV	5573070	5/30/11	5/30/11	6/07/11	N		MAINTENANCE SUPPLIES		7.89	
	DISB		5/31/11		007793			PO: 12758		0.00	
	INV	6023252	4/29/11	4/29/11	6/07/11	N		METER STATION SUPPLIES		23.89	
	DISB		5/18/11		007793			PO: 12758		0.00	
	INV	7052801	5/18/11	5/18/11	6/07/11	N		MAINTENANCE SUPPLIES		54.00	
	DISB		5/27/11		007793			PO: 12758		0.00	
	INV	7598502	5/18/11	5/18/11	6/07/11	N		METER STATION SUPPLIES		54.41	
	DISB		5/27/11		007793			PO: 12758		0.00	
	INV	9028430	5/16/11	5/16/11	6/07/11	N		MAINTENANCE SUPPLIES		126.78	
	DISB		5/24/11		007793			PO: 12758		0.00	
	INV	FCH-004179806	5/24/11	5/24/11		N		LATE FEES		20.00	



ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	BANK	ITEM DT/ POST DT	DUE DT/ DISC DT	PAY DT/ CHECK#	1099	----- DESCRIPTION -----	GROSS/ BALANCE	-DISTRIBUTION-
01-1050	HOME DEPOT CREDIT SERVICES** DISB			5/24/11				PO:	20.00	
===== TOTALS: GROSS: 724.76 PAYMENTS: 444.17- DISCS: 0.00 ADJS: 0.00 BAL: 280.59 =====										
01-1425	HR PLUS									
	INV 4718667 DISB			5/07/11 5/18/11	5/22/11			N BACKGROUND CHECKS PO:	339.68 339.68	
===== TOTALS: GROSS: 339.68 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 339.68 =====										
01-1057	HSQ TECHNOLOGY									
	INV 05-2646/10793 DISB			5/16/11 5/24/11	6/15/11			N PHONE SUPPORT - SCADA SYSTEM PO: 12835	6,120.00 6,120.00	
===== TOTALS: GROSS: 6,120.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 6,120.00 =====										
01-1225	IKON OFFICE SOLUTIONS									
	INV 1028839502 DISB			5/24/11 5/31/11	6/03/11			N OFFICE SUPPLIES PO: 12887	292.00 292.00	
	INV 5018488709 DISB			5/23/11 5/31/11	6/02/11			N COPIER USAGE:4/25-5/24/11 PO:	515.88 515.88	
===== TOTALS: GROSS: 807.88 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 807.88 =====										
01-1053	ILLINOIS PUBLIC RISK FUND									
	INV 1896 DISB			5/02/11 5/27/11	6/01/11	6/07/11 007794	Y	WORKERS' COMP:6/15-7/14/11 PO:	6,798.00 0.00	
	INV 2076 DISB			6/01/11 6/03/11	7/01/11		Y	WORKERS' COMP INS:7/15-8/14/11 PO:	6,798.00 6,798.00	
===== TOTALS: GROSS: 13,596.00 PAYMENTS: 6,798.00- DISCS: 0.00 ADJS: 0.00 BAL: 6,798.00 =====										
01-1215	ILLINOIS STATE BAR ASSOCIA									
	INV 201105273089 DISB			5/06/11 6/01/11	5/06/11			N MEMBERSHIP DUES-7/1/11-6/30/12 PO:	340.00 340.00	
===== TOTALS: GROSS: 340.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 340.00 =====										
01-1198	JM PROCESS SYSTEMS, INC.									
	INV 5161 A			5/16/11	6/15/11			N REPLACE MEMBRANE KEYPAD	286.00	

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1198	JM PROCESS SYSTEMS, INC.		** CONTINUED **										
	DISB		5/24/11				PO: 12849			286.00			
===== TOTALS:			GROSS:	286.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	286.00	=====
01-1508	JOHNSON CONTROLS, INC.												
	INV 1-2983265807		5/22/11	5/22/11		N	MAINTENANCE SUPPLIES			595.03			
	DISB		5/31/11				PO: 12872			595.03			
===== TOTALS:			GROSS:	595.03	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	595.03	=====
01-1196	KARA COMPANY, INC.												
	INV 271537		4/21/11	5/21/11		N	UTILITY LOCATION SUPPLIES			415.22			
	DISB		5/18/11				PO: 12859			415.22			
	INV 272540		5/24/11	6/23/11		N	VERIZON DATA LINE GPS DATA			60.70			
	DISB		5/24/11				PO: 12781			60.70			
===== TOTALS:			GROSS:	475.92	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	475.92	=====
01-1753	LANER MUCHIN												
	INV 379693		6/01/11	6/01/11		Y	LEGAL SVCS: TRHOUGH 05/20/11			3,126.25			
	DISB		6/13/11				PO:			3,126.25			
===== TOTALS:			GROSS:	3,126.25	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	3,126.25	=====
01-1069	MEL'S ACE HARDWARE												
	INV 416292/4		5/10/11	5/10/11		N	MAINTENANCE SUPPLIES			2.50			
	DISB		5/18/11				PO: 12761			2.50			
	INV 416349/4		5/16/11	5/16/11		N	MAINTENANCE SUPPLIES			3.07			
	DISB		5/24/11				PO: 12761			3.07			
	INV 416433/4		5/25/11	5/25/11		N	PUMPING SERVICE SUPPLIES			22.92			
	DISB		5/31/11				PO: 12761			22.92			
===== TOTALS:			GROSS:	28.49	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	28.49	=====
01-1051	MENARDS - HILLSIDE												
	CM 39446		5/31/11	5/31/11		N	RETURN METER STN SUPPLIES			35.68CR			
	DISB		5/31/11				PO: 12761			35.68CR			
	INV 34309		5/10/11	5/10/11		N	MAINTENANCE SUPPLIES			19.44			
	DISB		5/18/11				PO: 12761			19.44			

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	BANK	ITEM DT/ POST DT	DUE DT/ DISC DT	PAY DT/ CHECK#	1099	----- DESCRIPTION -----	GROSS/ BALANCE	-DISTRIBUTION-				
01-1051		MENARDS - HILLSIDE		** CONTINUED **										
	INV	34387		5/10/11	5/10/11		N	MAINTENANCE SUPPLIES	8.99					
		DISB		5/18/11				PO: 12761	8.99					
	INV	34408		5/10/11	5/10/11		N	MAINTENANCE SUPPLIES	7.24					
		DISB		5/18/11				PO: 12760	7.24					
	INV	34800		5/11/11	5/11/11		N	MAINTENANCE SUPPLIES	3.29					
		DISB		5/24/11				PO: 12760	3.29					
	INV	34987		5/12/11	5/12/11		N	MAINTENANCE SUPPLIES	19.98					
		DISB		5/31/11				PO: 12760	19.98					
	INV	36085		5/17/11	5/17/11		N	METER STATION SUPPLIES	37.95					
		DISB		5/24/11				PO: 12760	37.95					
	INV	36539		5/19/11	5/19/11		N	MAINTENANCE SUPPLIES	44.96					
		DISB		5/24/11				PO: 12760	44.96					
	INV	36681		5/19/11	5/19/11		N	MAINTENANCE SUPPLIES	17.32					
		DISB		5/24/11				PO: 12760	17.32					
	INV	36821		5/20/11	5/20/11		N	MAINTENANCE SUPPLIES	11.76					
		DISB		5/27/11				PO: 12760	11.76					
	INV	36956		5/21/11	5/21/11		N	MAINTENANCE SUPPLIES	8.77					
		DISB		5/27/11				PO: 12760	8.77					
	INV	39437		5/31/11	5/31/11		N	METER STATION SUPPLIES	35.68					
		DISB		5/31/11				PO: 12761	35.68					
	INV	39447		5/31/11	5/31/11		N	METER STATION SUPPLIES	31.08					
		DISB		5/31/11				PO:	31.08					
	INV	40185		6/07/11	6/07/11		N	MAINTENANCE SUPPLIES	9.82					
		DISB		6/07/11				PO:	9.82					
===== TOTALS:		GROSS:		220.60	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	220.60	=====
01-1604		MWH AMERICAS, INC.												
	INV	1396846		5/19/11	7/03/11		N	WATER CONSERVATION	8,028.22					
		DISB		5/27/11				PO:	8,028.22					
===== TOTALS:		GROSS:		8,028.22	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	8,028.22	=====
01-1021		NAPERVILLE, CITY OF												
	INV	201105183080		5/09/11	6/03/11	6/07/11	N	METER STN ELEC:63519-5134	101.76					

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	BANK	ITEM DT/ POST DT	DUE DT/ DISC DT	PAY DT/ CHECK#	1099	----- DESCRIPTION -----	GROSS/ BALANCE	-DISTRIBUTION-			
01-1021		NAPERVILLE, CITY OF		** CONTINUED **									
			DISB	5/18/11		007795		PO:	0.00				
	INV	201105243085		5/11/11	6/05/11	6/07/11	N	METER STN ELEC:63519-20818	81.79				
			DISB	5/24/11		007795		PO:	0.00				
	INV	201105273093		5/20/11	6/14/11	6/07/11	N	METER STN ELEC:63519-124896	93.77				
			DISB	5/27/11		007795		PO:	0.00				
	INV	201105273094		5/20/11	6/14/11	6/07/11	N	METER STN ELEC:63519-125058	31.49				
			DISB	5/27/11		007795		PO:	0.00				
	INV	201105273095		5/20/11	6/14/11	6/07/11	N	METER STN ELEC:63519-46646	39.96				
			DISB	5/27/11		007795		PO:	0.00				
	INV	201106073102		5/16/11	6/10/11		N	METER STN ELEC:63519-53664	120.47				
			DISB	5/16/11				PO:	120.47				
	INV	201106073103		5/16/11	6/10/11		N	METER STN ELEC:63519-62606	46.63				
			DISB	5/16/11				PO:	46.63				
===== TOTALS:		GROSS:		515.87	PAYMENTS:	348.77-	DISCS:	0.00	ADJS:	0.00	BAL:	167.10	=====
01-1110		NEWARK											
	INV	20551727		5/10/11	6/09/11		N	METER STATION SUPPLIES	72.63				
			DISB	5/24/11				PO: 12854	72.63				
	INV	20656756		6/02/11	7/02/11		N	METER STN SUPPLIES	132.11				
			DISB	6/13/11				PO:	132.11				
===== TOTALS:		GROSS:		204.74	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	204.74	=====
01-1020		NEXTEL COMMUNICATIONS											
	INV	648652511-111		5/12/11	6/01/11	6/07/11	N	CELLPHONE SVC: 4/9-0 5/08/11	1,763.46				
			DISB	5/18/11		007796		PO:	0.00				
===== TOTALS:		GROSS:		1,763.46	PAYMENTS:	1,763.46-	DISCS:	0.00	ADJS:	0.00	BAL:	0.00	=====
01-1111		NICOR GAS											
	INV	201106073104		5/20/11	7/04/11		N	DPPS GAS SVC:4/6/11-5/10/11	2,258.64				
			DISB	5/20/11				PO:	2,258.64				
===== TOTALS:		GROSS:		2,258.64	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,258.64	=====
01-1277		NOTARY PUBLIC ASSOCIATION											
	INV	201106023097		5/11/11	5/11/11		Y	MEMBERSHIP RENEWAL: BUTLER	52.00				

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

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/ BALANCE	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#								
01-1277		NOTARY PUBLIC ASSOCIATION	** CONTINUED **										
		DISB	5/31/11					PO: 12888		52.00			
===== TOTALS:			GROSS:	52.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	52.00	=====
01-1260		NUGENT CONSULTING GROUP											
	INV	424	5/13/11	5/13/11		N		INSURANCE CONSULTING		3,000.00			
		DISB	5/27/11					PO:		3,000.00			
===== TOTALS:			GROSS:	3,000.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	3,000.00	=====
01-1395		OFFICE DEPOT											
	INV	564047653001	5/11/11	6/10/11		N		OFFICE SUPPLIES		346.45			
		DISB	5/18/11					PO: 12857		346.45			
	INV	564359874001	5/13/11	6/12/11		N		OFFICE SUPPLIES		289.34			
		DISB	5/24/11					PO: 12870		289.34			
	INV	564472231001	5/16/11	6/15/11		N		OFFICE SUPPLIES		35.16			
		DISB	5/24/11					PO: 12869		35.16			
	INV	564477419001	5/16/11	6/15/11		N		OFFICE SUPPLIES		311.10			
		DISB	5/24/11					PO: 12868		311.10			
	INV	564477459001	5/17/11	6/16/11		N		OFFICE SUPPLIES		622.20			
		DISB	5/24/11					PO: 12868		622.20			
	INV	565222713001	5/20/11	6/19/11		N		OFFICE SUPPLIES		18.62			
		DISB	5/31/11					PO: 12881		18.62			
	INV	565222815001	5/23/11	6/22/11		N		OFFICE SUPPLIES		115.20			
		DISB	5/31/11					PO: 12881		115.20			
	INV	565500742001	5/24/11	6/23/11		N		OFFICE SUPPLIES		50.84			
		DISB	5/31/11					PO: 12889		50.84			
	INV	565503784001	5/24/11	6/23/11		N		OFFICE SUPPLIES		17.76			
		DISB	5/31/11					PO: 12889		17.76			
	INV	567230083001	6/08/11	7/08/11		N		OFFICE SUPPLIES		78.36			
		DISB	6/13/11					PO:		78.36			
===== TOTALS:			GROSS:	1,885.03	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,885.03	=====
01-1520		ORKIN											
	INV	64804606	5/24/11	5/24/11		N		PEST CONT SVCS: 05/24/11		67.89			

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/ BALANCE	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#								
01-1520	ORKIN		** CONTINUED **										
	DISB		5/31/11					PO: 12398		67.89			
===== TOTALS:			GROSS:	67.89	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	67.89	=====
01-1070	PNC INSTITUTIONAL INVESTME												
	INV	201105273090	5/19/11	5/19/11		N		SAFEKEEPING FEE:APRIL 2011		974.97			
	DISB		5/27/11					PO:		974.97			
===== TOTALS:			GROSS:	974.97	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	974.97	=====
01-1767	PRINCIPAL LIFE INSURANCE C												
	INV	201105273091	5/18/11	5/18/11	6/07/11	N		DENTAL & LIFE INS: JUNE 2011		2,846.33			
	DISB		5/27/11		007797			PO:		0.00			
===== TOTALS:			GROSS:	2,846.33	PAYMENTS:	2,846.33	DISCS:	0.00	ADJS:	0.00	BAL:	0.00	=====
01-1664	PROGRAM ONE PROFESSIONAL B												
	INV	33473	5/31/11	5/31/11		N		WINDOW CLEANING: 05/27/11		1,265.00			
	DISB		5/31/11					PO:		1,265.00			
===== TOTALS:			GROSS:	1,265.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,265.00	=====
01-1117	RANDALL INDUSTRIES												
	INV	114600	5/20/11	6/19/11		N		EQUIPMENT RENTAL		228.00			
	DISB		5/24/11					PO: 12862		228.00			
===== TOTALS:			GROSS:	228.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	228.00	=====
01-1059	RED WING SHOE STORE												
	INV	450000004385	5/28/11	6/27/11		N		SAFETY SHOES: 2 EMPLOYEES		314.48			
	DISB		5/31/11					PO: 12883		314.48			
===== TOTALS:			GROSS:	314.48	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	314.48	=====
01-1739	RGF DIVERSIFIED SERVICES,												
	INV	201105183081	5/11/11	5/11/11		Y		ACCTG SVCS: 5/2/11-5/13/11		1,762.50			
	DISE		5/18/11					PO:		1,762.50			
	INV	201106073110	5/27/11	5/27/11		Y		ACCTG SVCS: 5/16/11-5/27/11		2,681.25			
	DISB		5/27/11					PO:		2,681.25			
===== TOTALS:			GROSS:	4,443.75	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	4,443.75	=====

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID--- BANK	ITEM DT/ POST DT	DUE DT/ DISC DT	PAY DT/ CHECK#	1099	----- DESCRIPTION -----	GROSS/ BALANCE	-DISTRIBUTION-	
01-1714 ROBERT HALF INTERNATIONAL										
	INV	33171546	5/09/11	5/09/11		N	ACCTG SVCS:WK END 05/06/11	2,572.80		
		DISB	5/18/11				PO:	2,572.80		
	INV	33249376	5/19/11	5/19/11		N	ACCTG SVCS:WK END 05/13/11	2,653.20		
		DISB	5/27/11				PO:	2,653.20		
	INV	33264681	5/23/11	5/23/11		N	ACCTG SVCS:WK END 5/20/11	3,256.20		
		DISB	5/27/11				PO:	3,256.20		
	INV	33296461	5/30/11	5/30/11		N	ACCTG SVCS:WK END 5/27/11	2,412.00		
		DISB	5/30/11				PO:	2,412.00		
	INV	33363296	6/07/11	6/07/11		N	ACCTG SVCS: WK END 06/03/11	2,974.80		
		DISB	6/13/11				PO:	2,974.80		
=====	TOTALS:	GROSS:	13,869.00	PAYMENTS:			0.00 DISCS: 0.00 ADJS:	0.00 BAL:	13,869.00	=====
01-1044 ROYAL GRAPHICS PRINTERS										
	INV	75148	5/03/11	6/02/11		N	BUSINESS CARDS (JOHN SPATZ)	72.24		
		DISB	5/18/11				PO: 12825	72.24		
=====	TOTALS:	GROSS:	72.24	PAYMENTS:			0.00 DISCS: 0.00 ADJS:	0.00 BAL:	72.24	=====
01-1120 SERVICE FORMS AND GRAPHICS										
	INV	136581	5/31/11	6/30/11		N	OFFICE SUPPLIES	69.38		
		DISB	5/31/11				PO: 12902	69.38		
=====	TOTALS:	GROSS:	69.38	PAYMENTS:			0.00 DISCS: 0.00 ADJS:	0.00 BAL:	69.38	=====
01-1715 SIKICH										
	INV	128825	5/18/11	5/18/11		Y	AUDIT SERVICES: FY 2010-11	7,100.00		
		DISB	5/27/11				PO:	7,100.00		
=====	TOTALS:	GROSS:	7,100.00	PAYMENTS:			0.00 DISCS: 0.00 ADJS:	0.00 BAL:	7,100.00	=====
01-1302 SIR SPEEDY										
	INV	55523	5/09/11	5/24/11		N	PRINTING OF QUICK RSP CONTRACT	190.02		
		DISB	5/18/11				PO: 12858	190.02		
=====	TOTALS:	GROSS:	190.02	PAYMENTS:			0.00 DISCS: 0.00 ADJS:	0.00 BAL:	190.02	=====
01-1043 SOOPER LUBE										

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

VENDOR	TYPE	---ID---	BANK	ITEM DT/ POST DT	DUE DT/ DISC DT	PAY DT/ CHECK#	1099	----- DESCRIPTION -----	GROSS/ BALANCE	-DISTRIBUTION-				
01-1043	SOOPER LUBE			** CONTINUED **										
	INV	192500		4/13/11	4/13/11		N	VEHICLE MAINT:M175659	33.45					
		DISB		5/18/11				PO: 12759	33.45					
	INV	193867		5/13/11	5/13/11		N	VEHICLE MAINT:M78556	41.45					
		DISB		5/31/11				PO: 12759	41.45					
===== TOTALS:		GROSS:		74.90	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	74.90	=====
01-1040	SPECIALTY MAT SERVICE													
	INV	581304		5/19/11	6/10/11		N	MAT SERVICES: 05/19/11	484.21					
		DISB		5/31/11				PO: 12847	484.21					
	INV	582764		6/02/11	7/10/11		N	MAT SERVICES: 06/02/11	134.21					
		DISB		6/02/11				PO: 12847	134.21					
===== TOTALS:		GROSS:		618.42	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	618.42	=====
01-1121	SPI ENERGY GROUP													
	INV	201106073105		5/31/11	5/31/11		N	CONSULTING FEE:D-001-008	1,812.50					
		DISB		5/31/11				PO:	1,812.50					
===== TOTALS:		GROSS:		1,812.50	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,812.50	=====
01-1773	STAPLES ADVANTAGE													
	INV	3155082867		5/24/11	5/24/11		N	OFFICE SUPPLIES	176.55					
		DISB		5/31/11				PO: 12891	176.55					
	INV	3155138324		5/26/11	5/26/11		N	OFFICE SUPPLIES	360.81					
		DISB		5/31/11				PO: 12905	360.81					
	INV	3155723089		6/03/11	6/03/11		N	OFFICE SUPPLIES	17.08					
		DISB		6/03/11				PO: 12913	17.08					
===== TOTALS:		GROSS:		554.44	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	554.44	=====
01-1392	STONKUS HYDRAULIC, INC.													
	INV	G-110114		5/31/11	6/10/11		N	PUMPING SERVICES	1,493.55					
		DISB		5/31/11				PO: 12885	1,493.55					
===== TOTALS:		GROSS:		1,493.55	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,493.55	=====
01-1726	SUPERIOR INDUSTRIAL EQUIPM													
	INV	11-1242		6/01/11	6/01/11		Y	REBUILD KIT FOR SPLIT SEAL	11,933.07					



ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	BANK	ITEM DT/ POST DT	DUE DT/ DISC DT	PAY DT/ CHECK#	1099	----- DESCRIPTION -----	GROSS/ BALANCE	-DISTRIBUTION-
01-1726		SUPERIOR INDUSTRIAL EQUIPM** CONTINUED **								
			DISB	6/03/11				PO: 12817	11,933.07	
===== TOTALS: GROSS: 11,933.07 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 11,933.07 =====										
01-1379		THERMO/CENSE, INC.								
		INV 100795		6/03/11	7/03/11		N	RTU SIGNAL CONDITIONER	1,423.18	
			DISB	6/13/11				PO: 1,423.18		
===== TOTALS: GROSS: 1,423.18 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,423.18 =====										
01-1123		THOMPSON ELEVATOR INSPECTI								
		INV 11-1728		6/06/11	6/06/11		N	ELEVATOR INSPECTION	55.00	
			DISB	6/06/11				PO: 55.00		
===== TOTALS: GROSS: 55.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 55.00 =====										
01-1790		VILLA PARK MATERIAL CO, IN								
		INV 92953		5/16/11	5/16/11		Y	MAINTENANCE SUPPLIES	121.25	
			DISB	5/27/11				PO: 12877	121.25	
===== TOTALS: GROSS: 121.25 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 121.25 =====										
01-1439		VIVAX METROTECH								
		INV 11976		5/13/11	5/13/11		N	RECHARGEABLE BATTERY	406.03	
			DISB	5/31/11				PO: 12875	406.03	
===== TOTALS: GROSS: 406.03 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 406.03 =====										
01-1062		WASTE MANAGEMENT								
		INV 2362092-2008-6		6/01/11	6/11/11		N	REFUSE DISPOSAL: JUNE 2011	184.94	
			DISB	6/02/11				PO: 184.94		
===== TOTALS: GROSS: 184.94 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 184.94 =====										
01-1742		WEST SUBURBAN BANK								
		CM 201106083111		5/31/11	5/31/11	6/07/11	Y	INT PAYT ON DEBT CERTIFICATE	375,000.00CR	
			DISB	5/31/11		007799		PO: 0.00		
		INV 201105243086		5/18/11	5/18/11	6/07/11	Y	INT PAYT ON DEBT CERTIFICATE	375,000.00	
			DISB	5/24/11		007799		PO: 0.00		
		INV 201106083112		6/07/11	6/07/11	6/07/11	Y	INT PAYT ON DEBT CERTIFICATE	375,000.00	

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/ POST DT	DUE DT/ DISC DT	PAY DT/ CHECK#	1099	----- DESCRIPTION -----	GROSS/ BALANCE	-DISTRIBUTION-
01-1742	WEST SUBURBAN BANK		** CONTINUED **						
	DISB		6/07/11		007799		PO:	0.00	
	INV	201106083113	6/07/11	6/07/11	6/07/11	Y	PRINCIPLE REDUCTION	8,000,000.00	
	DISB		6/07/11		007798		PO:	0.00	
===== TOTALS: GROSS: 8,375,000.00 PAYMENTS: 8,375,000.00- DISCS: 0.00 ADJS: 0.00 BAL: 0.00 =====									
01-1747	WORLD FUEL SERVICES								
	INV	394321	4/30/11	4/30/11		N	DIESEL FOR EMERG GENERATORS	702.36	
	DISB		5/18/11				PO: 12808	702.36	
===== TOTALS: GROSS: 702.36 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 702.36 =====									

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

## TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	8,601,575.45	8,601,575.45CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	4,605,059.28	0.00	4,605,059.28
** TOTALS **	13,206,634.73	8,601,575.45CR	4,605,059.28



# DuPage Water Commission

## MEMORANDUM

TO: DuPage Water Commission Chairman and Commissioners

FROM: John Spatz *JS*

DATE: June 8, 2011

SUBJECT: Landscape Services Contract Termination

The DuPage Water Commission solicited sealed proposals for a one year Landscape Services contract and awarded the contract in accordance with the By-Laws and as budgeted on March 30, 2011 to the lowest bidder Alaniz Lawncare Inc. See bid tabulation below. The contract with Alaniz Lawncare Inc. was terminated on May 27, 2011 for the following reasons

- Failure or refusal to meet service deadlines as per the contract
- Submittal of false and/or misleading documentation
- Failure to communicate essential business matters related to the contract, and
- Failure or refusal to meet with the General Manager and staff to discuss non performance and deficiency issues as directed

The second lowest bidder Ground Pros Inc. agreed to provide and perform all work as specified in the original one year contract submitted by Ground Pros Inc. on February 22, 2011. The contract between DuPage Water Commission and Ground Pros Inc. was executed in accordance with the By-Laws and as budgeted on June 7, 2011.

Company	Base Bid Result
Alaniz Lawncare Inc.	\$ 11,120
Ground Pros Inc.	\$ 11,820
Walsh	\$ 15,893.84
The T.L.C. Group, LTD.	\$ 16,391
Acres Group	\$ 17,298
Brickman	\$ 23,173.68
Olive Grove Landscaping	\$ 23,811.89
KGI Landscaping Company	\$ 64,518



# DuPage Water Commission

## MEMORANDUM

TO: John Spatz  
General Manager

FROM: Mike Weed *MW*  
Operations Supervisor

DATE: June 8, 2011

SUBJECT: Window Cleaning Service – Bid Tabulation

The approved Management Budget for Fiscal Year 2011-2012 includes \$12,000 in account number 01-60-6290 for window cleaning service at the DuPage Water Commission.

Request for proposals for a three year terminable at will contract were solicited by direct invitation to window cleaning companies, by advertising in the Daily Herald on May 23, 2011, and by posting on the Commission's internet website starting on May 23, 2011 and ending on June 8, 2011. In total, fourteen (14) companies held the RFP. Sealed bids were received until 1:00 p.m., local time, June 8, 2011, at which time all bids were publicly opened and read aloud.

Four (4) proposals were received. Of the four (4) proposals received (see tabulation below), the proposal of Program One Professional Building Services was the most favorable to the interests of the Commission and within budget.

Company	Estimated Annual Cost
Program One Professional Building Services	\$ 6,727.96
GSF-USA, Inc.	\$ 13,577.40
Corporate Cleaning Services, Inc.	\$ 16,585.14
SLNS Property Services, LLC	\$ 59,017.00

In accordance with the By-Laws, I am requesting that you award the Contract for window cleaning service at the DuPage Water Commission to Program One Professional Building Services for the unit prices set forth in its proposal.



# DuPage Water Commission

## MEMORANDUM

TO: John F. Spatz, Jr.  
General Manager

FROM: Maureen A. Crowley *MAC*  
Staff Attorney

DATE: June 13, 2011

SUBJECT: April/May Services Invoice

I reviewed Laner Muchin Dombrow Becker Levin and Tominberg's June 1, 2011, invoice for services rendered during the period April 21, 2011, through May 20, 2011, and recommend it for approval. This invoice should be placed on the June 23, 2011, Commission meeting accounts payable.

April 2011/May 2011  
Laner Muchin

CATEGORY	<u>FEEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS &amp; PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
Labor Relations/Personnel	\$3,126.25	15.25	\$205.00	O'Brien (15.25 @\$205/hr.)	Collective Bargaining
	<u>\$3,126.25</u>	<u>15.25</u>	<u>\$205.00</u>		