



DuPage Water Commission

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

REVISED AGENDA

DUPAGE WATER COMMISSION

THURSDAY, MARCH 15, 2012
7:30 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
(Majority of the Commissioners then in Office—minimum 7)
- III. Public Comments (limited to 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 February 16, 2012 Special Committee of the Whole Meeting, the Minutes of the February 16, 2012 Regular Meeting and the Executive Session Minutes of the February 16, 2012 Regular Meeting of the DuPage Water Commission (Voice Vote).

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

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

- VI. Committee Reports
 - A. Finance Committee
 1. Report of 3/15/12 Finance Committee
 2. Resolution No. R-11-12: A Resolution Amending and Restating the Investment Policy of the DuPage Water Commission
(Concurrence of a Majority of the Appointed Commissioners—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.

3. Resolution No. R-12-12: A Resolution Approving and Authorizing the Execution of a Settlement Agreement between the County of DuPage and the DuPage Water Commission—**\$2,561,898.00**

(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)

RECOMMENDED MOTION: To adopt item numbers 2 through 3 under the Finance Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

4. Actions on Other Items Listed on 3/15/12 Finance Committee Agenda

B. Administration Committee

1. Report of 3/15/12 Administration Committee
2. Actions on Items Listed on 3/15/12 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 3/15/12 Engineering & Construction Committee
2. Ordinance No. O-2-12: 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

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

3. Ordinance No. O-3-12: 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 and Other Connection Facilities for the York Township Water Facility 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-7-12: A Resolution Approving and Authorizing the Execution of a Memorandum of Agreement for Geographic Information System Data Sharing with DuPage County, Illinois

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

5. Resolution No. R-8-12: A Resolution Directing Advertisement for Bids on a Contract for the Construction of DuPage County Steeple Run Meter/Pressure Adjusting Station 9C (Contract MS-19/12)

(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-9-12: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-9/11 at the March 15, 2012, DuPage Water Commission Meeting—**Airy's Inc. \$12,600.00 (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-10-12: A Resolution Awarding a Contract for Landscape Maintenance Services—**The T.L.C. Group, Ltd. \$50,430.00 (estimated)**

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

RECOMMENDED MOTION: To adopt item numbers 2 through 7 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

8. Actions on Other Items Listed on 3/15/12 Engineering & Construction Committee Agenda

VII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$4,547,662.67, 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 \$1,502,037.00, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

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

XI. Old Business

XII. New Business

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)

Board/Agendas/Commission/2012/March 2012/Rcm1203.docx

**MINUTES OF A SPECIAL COMMITTEE OF THE WHOLE
MEETING OF THE DUPAGE WATER COMMISSION
HELD ON THURSDAY, FEBRUARY 16, 2012
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 7:01 P.M.

Commissioners in attendance: L. Crawford, R. Furstenau, D. Loftus, J. Pruyn, D. Russo, F. Saverino, P. Suess, J. B. Webb, and J. Zay

Commissioners Absent: T. Cullerton, C. Janc, W. Murphy, and M. Scheck

Also in attendance: N. Narducci, J. Spatz, M. Crowley, C. Johnson, T. McGhee, R. C. Bostick, J. Nesbitt, J. Schori, M. Weed, F. Frelka, E. Kazmierczak, and S. Lux of Baker Tilly.

TENTATIVE DRAFT FISCAL YEAR 2012-2013 BUDGET

General Manager Spatz gave a PowerPoint presentation on the Tentative Draft Fiscal Year 2012-2013 Budget, highlighting significant changes and assumptions on a page-by-page basis. During the presentation, Commissioner Furstenau questioned the vacancy in the Electrician's position. General Manager Spatz advised that the position was expected to be filled but the ideal mix of electrical and mechanical skills desired for the successful candidate was still being evaluated.

Commissioner Furstenau also questioned the proposed budget of approximately \$64,000 for bank charges. General Manager Spatz noted that the amount budgeted related to the fees anticipated to be incurred for the financial advisory services of PFM. General Manager Spatz noted, however, that the increase in bank fees would be more than offset by the expected increase in interest income arising out of PFM's services.

With respect to the proposed budget for vehicle equipment and repairs, Commissioner Furstenau asked for a breakdown of when the vehicles would be eligible for replacement under the Commission's vehicle replacement policy. General Manager Spatz advised that although the Tentative Draft Fiscal Year 2012-2013 Budget did not include replacement of any vehicles as none of the Commission's current vehicles were eligible for replacement under current policy, General Manager Spatz promised to provide the breakdown, including vehicle year, make/model, mileage, and year of eligibility for replacement.

Commissioner Furstenau then referred to the outstanding \$30MM and \$40MM Certificates of Debt, noting that because principal payments were not a budgeted expense for accounting purposes, he could not tell whether any prepayments of principal were anticipated to be made. General Manager Spatz replied that prepayment of approximately \$10MM was anticipated to be made in Fiscal Year 2012-2013 and that

Minutes of the 2/16/12 Committee of the Whole Meeting

an additional prepayment of \$3MM may be able to be made before the end of the current fiscal year.

After General Manager Spatz concluded his PowerPoint presentation, Chairman Zay asked that the Commissioners submit to the General Manager, in writing, all of their questions in advance of the next Board meeting so that staff will have time to prepare a full explanation for inclusion into the next Board packet.

Commissioner Russo moved to adjourn the meeting at 7:30 P.M. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, FEBRUARY 16, 2012
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 7:34 P.M.

Commissioners in attendance: L. Crawford, R. Furstenau, D. Loftus, J. Pruyn, D. Russo, F. Saverino, M. Scheck (arrived at 7:44 P.M. by teleconference), P. Suess, J.B. Webb, and J. Zay

Commissioners Absent: T. Cullerton, C. Janc, and W. Murphy

Also in attendance: N. Narducci, J. Spatz, M. Crowley, C. Johnson, T. McGhee, J. Nesbitt, C. Bostick, J. Schori, M. Weed, E. Kazmierczak, F. Frelka, and S. Lux of Baker Tilly

PUBLIC COMMENT

None

APPROVAL OF MINUTES

Commissioner Russo moved to approve the Minutes of the January 19, 2012 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Pruyn and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER REPORT

Financial Consultant Lux presented the January 2012 Treasurer's Report, consisting of five pages.

Financial Consultant Lux highlighted the \$70MM of cash and investments reflected on page 1. Financial Consultant Lux also pointed out the schedule of investments on pages 2 and 3; the \$4MM in net cash from operating activities reflected in the summary statement of cash flows on page 4; and the \$14.7MM of unrestricted cash on hand as well as the full funding of the Operations and Maintenance, Operations and Maintenance Reserve, and Depreciation Accounts shown on page 5.

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

All voted aye. Motion carried.

COMMITTEE REPORTS

Finance Committee – Reported by Commissioner Suess

Commissioner Suess reported that the Finance Committee reviewed the items listed on the Finance Committee Agenda.

With respect to the Interest Period under the Northern Trust Certificate of Debt, Commissioner Suess stated that the Finance Committee recommended electing another one month interest period as the interest rate had decreased by about 3 basis points.

Commissioner Suess also stated that the search for a Financial Administrator was well underway, noting that the Commission had received over 400 resumes from candidates for the position.

Commissioner Furstenau inquired how the Commission would proceed with the selection process and General Manager Spatz explained that staff would review the resumes received, select approximately 30 candidates whose resumes describe candidates that best fit the position, and then start the interview process. General Manager Spatz added that the candidates initially selected for interviews would be informally interviewed by staff via Skype and then, based upon the results of the informal interviews, staff would formally interview 10-12 of the most favorably ranked candidates. Once the formal interviews by staff had been completed and the number of candidates eligible for further consideration had been narrowed, General Manager Spatz stated that he would be presenting the final candidates to the Finance Committee for discussion. General Manager Spatz concluded his response to Commissioner Furstenau's question by noting his hope that the process could be completed, and the new Financial Administrator put in place, by April.

Administration Committee – Reported by Commissioner Crawford

Commissioner Crawford reported that the Administration Committee did not have a quorum but that the members present reviewed and discussed the items listed on the Administration Committee Agenda and, specifically, started to review the changes to the By-Laws being recommended by staff.

Next, Commissioner Crawford reminded the Commissioners that they needed to complete Open Meetings Act training by the end of the year, adding that they could do so by visiting the Attorney General's website and clicking on the box labeled "Ensuring Open and Honest Government" on the left hand side of the home page which would bring them directly to the portal for the Open Meetings Act Training and Registration.

In response to General Manager Spatz' question, Staff Attorney Crowley advised that the recent Open Meetings Act legislation requires that training be completed separately for each main public body on which an individual serves and, thus, even though some of the Commissioners may have already completed their Open Meetings Act on-line

Minutes of the 2/16/12 Meeting

training for a different government agency, they would still be required to complete it as a Commissioner for the DuPage Water Commission and file a certificate of completion with the Commission. Staff Attorney Crowley also advised the Commissioners that they should soon be receiving Statement of Economic Interest materials from the Cook County Clerk's office and that the completed statements would need to be filed with that office by May first. In response to which, Chairman Zay stressed that the completed statements did, in fact, need to be filed with the Cook County Clerk's office as the Commission's principal place of business was located in Cook County.

Engineering & Construction Committee – Reported by Commissioner Loftus

Commissioner Loftus reported that the Engineering & Construction Committee reviewed and recommended for approval the action items listed on the Engineering & Construction Committee Agenda and offered to answer any questions regarding the Status of Operations Report.

At which point, Commissioner Scheck joined the meeting by teleconference at 7:44 P.M.

With regard to Resolution No. R-5-12, Commissioner Loftus noted that the Valve Stem Riser project would be partially completed in-house as opposed to 100% outsourced as originally planned, resulting in a significant cost savings to the Commission.

With regard to Resolution No. R-6-12, Commissioner Loftus noted that approval of the resolution would not only allow the generator supply contract to be closed out but also would provide a credit to the Commission for spare parts no longer needed.

Lastly, Commissioner Loftus reported that approval of Purchase Order No. 13521 appeared to be necessary for the Commission to continue its Asset Management Program.

There being no questions, Commissioner Loftus moved to adopt and approve item numbers 2 through 4 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.

Engineering & Construction Omnibus Vote

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

Nays: None

Absent: T. Cullerton, C. Janc, and W. Murphy

Item 2: Resolution No. R-5-12: A Resolution Awarding a Contract for the Valve Stem Riser Fabrication (Contract VSR-1/11) and Repealing Resolution

Minutes of the 2/16/12 Meeting

No. R-38-06, being “A Resolution Authorizing Advertisement for Bids on a Contract for the Replacement of Valve Stem Risers (Contract VSR-1/06)”—“Engineering & Construction Omnibus Vote”

Item 3: Resolution No. R-6-12: A Resolution Approving and Ratifying Certain Change Orders to the Contract for Supply of Engine Generator Units at the February 16, 2012, DuPage Water Commission Meeting—“Engineering & Construction Omnibus Vote”

Item 4: Purchase Order No. 13521 to Infor Global Solutions Inc. in the amount of \$33,307.46—“Engineering & Construction Omnibus Vote”

ACCOUNTS PAYABLE

Commissioner Suess moved to approve the Accounts Payable in the combined amount of \$6,440,349.42, 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 Russo and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: T. Cullerton, C. Janc, and W. Murphy

CHAIRMAN’S REPORT

Chairman Zay reported that he and General Manager Spatz had met with Chicago Mayor Rahm Emanuel and Commissioner Tom Powers of the Department of Water Management regarding the City of Chicago’s bi-annual accountability reports. Chairman Zay further reported that he felt the meeting went well in that the City was willing to include in their bi-annual accountability reports the items the Commission had requested be included.

Chairman Zay also reported that the Commission, with the help of Mayor Larry Hartwig, had scheduled a meeting for the next week at the Chicago Metropolitan Agency for Planning with non-Commission suburban customers of the City of Chicago to review the items the Commission had requested be included in the City’s bi-annual accountability reports and to determine if that group’s interests were aligned with the Commission’s. General Manager Spatz added that by unifying with the other suburban customers, we may have a stronger voice in the future

Minutes of the 2/16/12 Meeting

Chairman Zay concluded his report by noting that Commission staff would also be meeting with representatives from the bond rating agencies of Moody's Investor Services, Inc. and Standard and Poor's Financial Services LLC to discuss the possibility of upgrading the Commission's current bond rating.

OMNIBUS VOTE REQUIRING MAJORITY VOTE

None

OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE

None

OLD BUSINESS

General Manager Spatz referred to the DuPage County Steele Run Service Area, noting that he would like to get consensus from the Board as to whether staff should move forward with the bidding process for the connection facilities as requested by DuPage County, subject to receiving all necessary documentation. After Commissioner Loftus confirmed that there would be no cost or risk to the Commission by proceeding with the bidding process because the County would be paying all costs involved and the Commission could always reject the bids received, it was the consensus of the Board members to move forward with obtaining sealed proposals.

NEW BUSINESS

None

EXECUTIVE SESSION

Commissioner Furstenau moved to go into Executive Session to discuss to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2) and to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11). Seconded by Commissioner Pruyn and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: T. Cullerton, C. Janc, and W. Murphy

The Board went into Executive Session at 7:50 P.M.

Commissioner Furstenau moved to come out of Executive Session at 8:44 P.M. Seconded by Commissioner Russo and unanimously approved by a Voice Vote.

Minutes of the 2/16/12 Meeting

All voted aye. Motion carried.

Commissioner Russo moved to adjourn the meeting at 8:46 P.M. Seconded by
Commissioner Loftus and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/2012/Rcm120216.docx

DU PAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 February 29, 2012

FUNDS CONSIST OF:	February 29, 2012	January 31, 2012	INCR. - (DECR.)
PETTY CASH	800.00	800.00	0.00
CASH AT MB FINANCIAL LOCK BOX	381,451.36	109,676.23	271,775.13
CASH AT HARRIS BANK	323,369.84	322,339.85	1,029.99
TOTAL CASH	705,621.20	432,816.08	272,805.12
ILLINOIS FUNDS MONEY MARKET	61,007,894.02	60,693,709.06	314,184.96
GOVERNMENT MONEY MARKET FUNDS	1,213.38	283.39	929.99
U. S. TREASURY INVESTMENTS	10,316,701.24	9,130,573.74	1,186,127.50
U. S. AGENCY INVESTMENTS	0.00	0.00	0.00
CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
TOTAL INVESTMENTS	71,325,808.64	69,824,566.19	1,501,242.45
TOTAL CASH AND INVESTMENTS	72,031,429.84	70,257,382.27	1,774,047.57
	February 29, 2012	January 31, 2012	% CHANGE
ILLINOIS FUNDS MONEY MARKET	85.5%	86.9%	0.5%
GOVERNMENT MONEY MARKET FUNDS	0.0%	0.0%	N/A
U. S. TREASURY INVESTMENTS	14.5%	13.1%	13.0%
U. S. AGENCY INVESTMENTS	0.0%	0.0%	N/A
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
TOTAL CASH AND INVESTMENTS	100.0%	100.0%	2.2%

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

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
February 29, 2012

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	APPROX. MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 02/29/12
Illinois Funds Disbursing Account (01-1201)									
Illinois Funds-Money Market	0.115%	02/29/12	03/01/12	0.115%	\$ -	\$ -	\$ -	\$ -	\$ -
				N/A	\$ -	\$ -	\$ -	\$ -	\$ -
Water Fund Depository Accounts (01-1210)									
Illinois Funds-Money Market	0.115%	02/29/12	03/01/12	0.115%	\$ -	\$ -	\$ -	\$ -	\$ -
				N/A	\$ -	\$ -	\$ -	\$ -	\$ -
Water Fund Oper. & Maint. Acct. (01-1211)									
Illinois Funds-Money Market	0.115%	02/29/12	03/01/12	0.115%	\$ 10,934,545.49	\$ 10,934,545.49	\$ -	\$ 10,934,545.49	\$ -
				0.115%	\$ 10,934,545.49	\$ 10,934,545.49	\$ -	\$ 10,934,545.49	\$ -
Revenue Bond Interest Account (01-1212)									
JP Morgan US Treasury Plus	0.000%	02/29/12	03/01/12	0.000%	\$ 428.76	\$ 428.76	\$ -	\$ 428.76	\$ -
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	11/18/11	04/30/12	0.996%	\$ 270,000.00	\$ 270,443.29	\$ (748.51)	\$ 271,191.80	\$ 900.00
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	12/16/11	04/30/12	0.996%	\$ 265,000.00	\$ 265,441.08	\$ (542.32)	\$ 265,983.40	\$ 883.33
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	01/19/12	04/30/12	0.997%	\$ 266,000.00	\$ 266,441.19	\$ (296.54)	\$ 266,737.73	\$ 886.67
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	02/22/12	04/30/12	0.998%	\$ 265,000.00	\$ 265,427.15	\$ (49.02)	\$ 265,476.17	\$ 883.33
				0.996%	\$ 1,066,428.76	\$ 1,068,181.47	\$ (1,636.39)	\$ 1,069,817.86	\$ 3,553.33
Revenue Bond Principal (01-1213)									
JP Morgan US Treasury Plus	0.000%	02/29/12	03/01/12	0.000%	764.06	\$ 764.06	\$ -	\$ 764.06	\$ -
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	05/23/11	04/30/12	0.992%	\$ 916,000.00	\$ 917,279.05	\$ (5,912.98)	\$ 923,192.03	\$ 3,053.33
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	06/23/11	04/30/12	0.993%	\$ 916,000.00	\$ 917,343.17	\$ (5,526.83)	\$ 922,870.00	\$ 3,053.33
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	07/19/11	04/30/12	0.993%	\$ 916,000.00	\$ 917,358.44	\$ (5,010.62)	\$ 922,369.06	\$ 3,053.33
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	08/18/11	04/30/12	0.993%	\$ 915,000.00	\$ 916,447.84	\$ (4,628.33)	\$ 921,076.17	\$ 3,050.00
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	09/21/11	04/30/12	0.994%	\$ 915,000.00	\$ 916,473.16	\$ (3,888.17)	\$ 920,361.33	\$ 3,050.00
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	10/21/11	04/30/12	0.995%	\$ 915,000.00	\$ 916,476.23	\$ (3,170.25)	\$ 919,646.48	\$ 3,050.00
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	11/18/11	04/30/12	0.996%	\$ 947,000.00	\$ 948,554.80	\$ (2,625.32)	\$ 951,180.12	\$ 3,156.67
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	12/16/11	04/30/12	0.996%	\$ 920,000.00	\$ 921,531.31	\$ (1,882.75)	\$ 923,414.06	\$ 3,066.67
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	01/19/12	04/30/12	0.997%	\$ 920,000.00	\$ 921,525.93	\$ (1,025.63)	\$ 922,551.56	\$ 3,066.67
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	02/22/12	04/30/12	0.998%	\$ 919,000.00	\$ 920,481.34	\$ (169.99)	\$ 920,651.33	\$ 3,063.33
				0.995%	\$ 9,199,764.06	\$ 9,214,235.33	\$ (33,840.87)	\$ 9,248,076.20	\$ 30,663.33
Revenue Bond Debt Svc. Reserve (01-1214)									
				N/A	\$ -	\$ -	\$ -	\$ -	\$ -
Water Fund Oper. & Maint. Res. (01-1215)									
Illinois Funds-Money Market	0.115%	02/29/12	03/01/12	0.115%	\$ 12,370,883.22	\$ 12,370,883.22	\$ -	\$ 12,370,883.22	\$ -
PNC Institution Investments	0.000%	02/29/12	03/01/12	0.000%	\$ 12.33	\$ 12.33	\$ -	\$ 12.33	\$ -
				0.115%	\$ 12,370,895.55	\$ 12,370,895.55	\$ -	\$ 12,370,895.55	\$ -

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
February 29, 2012

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 02/29/12
<u>Water Fund Depreciation Account (01-1216)</u>									
Illinois Funds-Money Market	0.115%	02/29/12	03/01/12	0.115%	\$ 6,577,531.71	\$ 6,577,531.71	\$ -	\$ 6,577,531.71	\$ -
				0.115%	\$ 6,577,531.71	\$ 6,577,531.71	\$ -	\$ 6,577,531.71	\$ -
<u>Water Fund General Account (01-1217)</u>									
Illinois Funds-Money Market	0.115%	02/29/12	03/01/12	0.115%	\$ 20,754,833.77	\$ 20,754,833.77	\$ -	\$ 20,754,833.77	\$ -
PNC Institution Investments	0.000%	02/29/12	03/01/12	0.000%	8.23	8.23	-	8.23	-
				0.115%	\$ 20,754,842.00	\$ 20,754,842.00	\$ -	\$ 20,754,842.00	\$ -
<u>NTB Taxable Bond Proceeds (01-1222)</u>									
Illinois Funds-Money Market	0.115%	02/29/12	03/01/12	0.115%	\$ -	\$ -	\$ -	\$ -	\$ -
				N/A	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Sales Tax Funds (01-1230)</u>									
Illinois Funds-Money Market	0.115%	02/29/12	03/01/12	0.115%	\$ 10,370,099.83	\$ 10,370,099.83	\$ -	\$ 10,370,099.83	\$ -
				0.115%	\$ 10,370,099.83	\$ 10,370,099.83	\$ -	\$ 10,370,099.83	\$ -
<u>2001 G. O. Bonds Debt Service (01-1243)</u>									
FAMGOFIC Money Market	0.000%	02/29/12	03/01/12	0.000%	\$ -	\$ -	\$ -	\$ -	\$ -
				N/A	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ALL FUNDS				0.242%	\$ 71,274,107.40	\$ 71,290,331.38	\$ (35,477.26)	\$ 71,325,808.64	\$ 34,216.66
February 29, 2012				90 DAY US TREASURY YIELD	0.080%				

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1 to February 29, 2012

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 55,472,285
Cash payments to suppliers	(50,334,913)
Cash payments to employees	<u>(1,965,575)</u>
Net cash from operating activities	3,171,797

CASH FLOWS FROM NONCAPITAL

FINANCING ACTIVITIES

Cash received from sales taxes	26,231,972
Cash Received from water quality loans	4,363,000
Cash payments for intergovernmental expenses	<u>(50,672)</u>
Net cash from noncapital financing activities	30,544,300

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	(4,445,373)
Principal Paid	(26,565,000)
Construction and purchase of capital assets	<u>(992,890)</u>
Net cash from capital and related financing activities	(32,003,263)

CASH FLOWS FROM INVESTING ACTIVITIES

Interest on investments	<u>278,076</u>
Net cash from investing activities	278,076

Net Increase (Decrease) in cash and cash equivalents 1,990,910

CASH AND INVESTMENTS, MAY 1 70,005,042

CASH AND INVESTMENTS, February 29 \$ 71,995,952

February 29, 2012
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT

	2/29/2012		
	TARGETED Reserve/Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Requirement
TABLE 1	A	F	G
RESERVE ANALYSIS			
A. Operating Cash Contingency (Two Months)	\$ 13,000,000	\$ 28,463,065	\$ 15,463,065
B. Current Construction Obligation	\$ 2,008,938	\$ 2,008,938	\$ -
C. Depreciation Reserve - Revenue Bond	\$ 6,575,000	\$ 6,577,532	\$ 2,532
D. O+M Account (See Note 1 Below) - Revenue Bond	\$ 11,640,167	\$ 11,640,167	\$ 0
E. O+M Reserve (Two Month's Operating at est. \$6.2M/Mo.) - Revenue Bond	\$ 12,365,233	\$ 12,370,896	\$ 5,663
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 45,589,337	\$ 61,060,598	\$ 15,471,260

TABLE 2
OTHER CASH

F. Revenue Bond Reserve (EA. month from operating budget approx \$1.2M)	\$ 14,289,188	\$ 10,317,894
H. Customer Construction Escrows	\$ 652,938	\$ 652,938
TOTAL TABLE 2-OTHER CASH	\$ 14,942,125	\$ 10,970,832
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2		\$ 72,031,430

Outstanding
 Balance
 2/29/2012


TABLE 3--DEBT

I. REVENUE BOND FINAL PAYMENT MAY-2016 (RELEASE RESERVE C+D+E)	\$ 61,465,000
J. WEST SUBURBAN BANK-OUTSTANDING BALANCE DUE DEC-2015	\$ 19,000,000
K. NORTHERN TRUST BANK-NEXT PAYMENT OF \$5M DUE MAY-2013	\$ 35,000,000

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 operating budget (\$6,182,616) plus an amount equal to the unpaid bills at the end of any month.

DATE: March 8, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION	Finance Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Amending and Restating the Investment Policy of the DuPage Water Commission Resolution No. R-11-12	APPROVAL 	
<p>The Commission's Investment Policy has not been comprehensively updated since the first set of 2000 amendments that were needed in order to comply with legislation establishing minimum requirements for governmental investment policies. Resolution No. R-11-12 would comprehensively amend and restate the Commission's Investment Policy in its entirety.</p>			
MOTION: To adopt Resolution No. R-11-12.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-11-12

A RESOLUTION AMENDING AND RESTATING
THE INVESTMENT POLICY OF THE DUPAGE WATER COMMISSION

WHEREAS, the Commission adopted an Investment Policy pursuant to motion of the Board of Commissioners of the DuPage Water Commission on October 14, 1993, which Investment Policy was subsequently amended by Resolution Nos. R-14-00, R-60-00, R-48-04, R-47-11, and R-48-11 (the "Investment Policy"); and

WHEREAS, the Investment Policy has not been comprehensively updated since the first set of 2000 amendments that were needed in order to comply with legislation establishing minimum requirements for governmental investment policies; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is reasonable, necessary, and desirable, and in the best interest of the Commission, to amend and restate in its entirety the Investment Policy;

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

SECTION ONE: Recitals. 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: Adoption. The Investment Policy of the DuPage Water Commission shall be and it hereby is amended and restated in its entirety so that said Investment Policy shall hereafter be and read as set forth in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof.

Resolution No. R-11-12

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2012.

Chairman

ATTEST:

Clerk

Board/Resolutions/2012/R-11-12.docx

EXHIBIT 1

DuPage Water Commission

Investment Policy

March 15, 2012

INVESTMENT POLICY

This policy authorizes the Commission to invest funds in certain authorized classes of securities. All persons from the Commission involved in the investment of public funds are to comply with the provisions relating to the deposit and investment of public funds. The purpose of this Statement of Investment Policy and Guidelines (this "Policy") is to establish cash management and investment guidelines for the Commission. This Policy has been prepared in accordance with the Public Funds Investment Act (30 ILCS 235), Exhibit A.

1.0 POLICY

The Commission is responsible for the management of daily receipt and investment of cash and related accounting operations. The Treasurer is the Chief Investment Officer of the Commission and investments may be directed by the Treasurer, General Manager, Office designees, or outside professional fund managers, in accordance with this Policy.

It is the policy of the Commission to invest all funds under the control in a manner that provides the highest investment return using authorized instruments while meeting the Commission's daily cash flow demands in conformance with this policy, its objectives, applicable ordinances and laws.

2.0 SCOPE OF POLICY:

This Policy applies to all investments held within and made on behalf of the Commission.

3.0 OBJECTIVES:

The primary objective in the investment of funds under control of the Commission is to ensure the safety of principal, while managing liquidity requirements of debt service and other financial obligations of the Commission, and providing the highest investment return using authorized investment instruments.

3.1 Safety.

The safety of principal is the foremost objective of the investment program. Commission investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio. To attain this objective, diversification is required to ensure that the Commission prudently manages market, interest rate and credit risk. Each investment purchase shall be limited to those defined as eligible under this Policy.

3.2 Liquidity.

The investment portfolio shall remain sufficiently liquid to enable the Commission to meet all operating requirements that might be reasonably anticipated. Except as otherwise authorized by the Board, all investments shall be fully payable as to principal and interest within five years from the date of purchase.

3.3 Return on Investments.

The investment portfolio shall be designed to obtain the highest available return, taking into account the Commission's investment risk constraints and cash flow needs. The Commission shall seek to obtain the highest available return using authorized investments.

4.0 STANDARD OF CARE:

To accomplish the objectives of the Commission, all authorized persons engaged in the investment process will perform their duties responsibly in accordance with the following standard:

“Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the Commission, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of investing funds of like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Commission.”

The standard of care to be used by the Commission shall be the “prudent investor” standard and shall be applied in the context of managing an overall portfolio. Those involved in investing shall: (i) act in accordance with written procedures and this Policy, (ii) exercise due diligence, (iii) prepare all reports in a timely fashion and (iv) exercise appropriate action to control adverse developments.

5.0 OPERATIONAL GUIDELINES:

5.1 Particular Fund Investments:

The Commission requires that any investments of a particular restricted account be credited to that account. Principal and interest shall be credited to the particular restricted account so invested. Any two of the following four officials, 1) General Manager, 2) Treasurer, 3) Finance Committee Chairman, and 4) Commission Chairman, may transfer ownership of any security purchased with monies of a particular restricted account to another restricted or unrestricted account of the Commission. The particular restricted account originally invested shall be credited with the amount of the principal and accrued interest up to the date of the transfer of ownership of such security from that particular restricted account to the other restricted/unrestricted account.

5.2 Competitive Bidding:

At least three (3) competitive bids are to be solicited on most investment transactions made by the Commission. Bids/quotes and markups or discounts need to be consistent with prevailing institutional trades at the time of each transaction and are to be compared to market quotations for the same type and maturity investment. In certain emergency circumstances, the Commission may solicit less than three (3) competitive bids. The guiding principle with choosing any bid for any investment transaction made by the Commission is the quality of the bid and the assurance that the bidder can complete the investment transaction.

5.3 Selection of Investment Advisors and Money Managers:

The services of investment advisors and money managers shall only be employed after the solicitation of at least three written quotations and, as required by the Commission’s By-Laws, as amended, approved by the Board of Commissioners pursuant to the majority affirmative vote of all of the Commissioners, including the votes of at least 1/3 of the Commissioners appointed by the Chairman of the DuPage County Board and at least 40% of the Commissioners appointed by the groups of mayors as provided in the Water Commission Act of 1985, 70 ILCS 3720/0.001 et seq.

6.0 ETHICS AND CONFLICT OF INTEREST:

It is the policy of the Commission that no person acting on behalf of the investment function shall, in any manner, have any interest, either directly or indirectly in, or receive in any manner compensation from, any investments in which the Commission is authorized to invest; or have any interest, either directly or indirectly in, or receive, in any manner, compensation of any kind from, the sellers, sponsors or managers of such investments. Officers and other staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

7.0 AUTHORIZED INVESTMENTS:

The Board has authorized the following types of investments subject to the provisions of the Public Funds Investment Act (30 ILCS 235) and other applicable law:

The investment portfolio will be diversified to avoid incurring undue concentration in securities of one type or securities of one financial institution or maturities.

- a. Bonds, notes, certificates of indebtedness, treasury bills, or other securities now or hereafter issued, which are guaranteed as to the payment of principal and interest by the full faith and credit of the United States of America.

Maximum Aggregate Position No Limit

- b. Bonds, notes, debentures, or other similar obligations of the United States of America or its agencies and its instrumentalities.

Maximum Aggregate Position No Limit

- c. Interest-bearing savings accounts, certificates of deposit, time deposits, or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act, the deposits of which are insured by the Federal Deposit Insurance Corporation. Any such investments made in excess of such deposit insurance shall be secured as provided in Section 10.0.

Maximum Aggregate Position 50% of total portfolio

- d. Short-term obligations of corporations (Commercial Paper) organized in the United States of America with assets exceeding \$500,000,000; obligations must be rated at the time of purchase A1/P1 or better by Standard & Poor's and Moody's, respectively, and must mature not later than 210 days from the date of purchase; the Board's investment in the short-term obligations of a single issuer shall not exceed 10% of that corporation's outstanding obligations.

Maximum Position with Single Issuer 5% of total portfolio
Maximum Aggregate Position 33% of total portfolio

- e. Money market mutual funds registered under the Investment Company Act of 1940, as from time to time amended; the portfolio of any such money market fund must be limited to obligations specified in subsection [a] or [b] of this section and to agreements to repurchase such obligations. All underlying securities of the fund must mature within twelve months or less, and the fund must maintain a weighted average portfolio maturity of 90 days or less. Prospectuses must be on file, reviewed, and approved before investing.

Maximum Aggregate Position No Limit

- f. Shares or other forms of securities legally issuable by savings and loan associations incorporated under the laws of any state or of the United States of America, the shares or investment certificates of which are insured by the Federal Deposit Insurance Corporation. Any such investments made in excess of such deposit insurance shall be secured as provided in Section 10.0.

Maximum Aggregate Position 50% of total portfolio

- g. Dividend-bearing share accounts, share certificate accounts, or other such class of share accounts of a credit union chartered under the laws of the State of Illinois or of the United States of America, provided that deposits are insured by applicable law and that the credit union's principal office is located within the State of Illinois. Any such investments made in excess of such deposit insurance, shall be secured as provided in Section 10.0

Maximum Aggregate Position 25% of total portfolio

- h. Subject to the limitation of Section 12 of the Local Government Debt Reform Act, 30 ILCS 350/12, interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, or any other state, or of any political subdivision or agency of the State of Illinois or of any other state, if the interest earned thereon is tax-exempt under federal law. The bonds shall be registered in the name of the Commission or held under a custodial agreement at a bank. The bonds shall be rated at least A- by Standard and Poor's or A3 by Moody's at the time of purchase.

Maximum Aggregate Position 25% of total portfolio

- i. Any other suitable investment instrument permitted by applicable state laws governing public investments subject to the reasonable exercise of prudence in making investments of public fund.

8.0 REVENUE BOND ORDINANCES:

The 1987 and 1993 Revenue Bond Ordinances must be observed with particular attention paid to the Interest and Principal accounts that must be invested in U.S. Government guaranteed securities.

9.0 INVESTMENT RESTRICTIONS:

The Commission will not utilize investment of leveraged transactions, financial forwards, futures, hedged investments, index amortizing notes, dual index notes, de-leveraged bonds, range bonds, inverse floaters, and any other financial derivative. The Commission is not authorized, without the approval of the Board, to (i) invest in financial agreements whose returns are linked to or derived from the performance of some underlying asset such as bonds, currencies or commodities products, or (ii) borrow against or otherwise obligate Commission investments. No investment maturity can be longer than 5 years except as otherwise authorized by the Board per Section 3.2.

10.0 COLLATERALIZATION:

In order to protect the Commission's deposits, depository institutions are to maintain collateral pledges on Commission certificates of deposit during the term of the deposit of at least 102% of marketable U.S. government or approved securities or surety bonds issued by top-rated insurers. Collateral is required as security for any amount in excess of the federal deposit insurance limit. The collateral required to secure Commission funds must be held in safekeeping and pursuant to collateral agreements which would prohibit release or substitution of pledged assets without proper written notification and authorization of the Treasurer or General Manager. Repurchase agreements must also be collateralized in an amount of 102% of market value of principal and accrued interest.

The final maturity of acceptable collateral pledged shall not exceed 60 months. Collateral pledged for repurchase agreements shall be marked to market at least weekly during the term of the agreement. Additional collateral will be required when the ratio falls below the level required.

11.0 SAFEKEEPING AND CUSTODY:

All securities and collateral will be held by a third party custodian designated by the Commission and evidenced by safekeeping receipts. Safekeeping will be documented by an approved written agreement. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement.

12.0 DIVERSIFICATION:

A variety of financial instruments and maturities, properly balanced, will help to ensure liquidity and reduce risk or interest rate volatility and loss of principal. Diversifying investments and maturities will avoid incurring unreasonable risks in the investment portfolio regarding specific security types, issuers or individual financial institutions.

13.0 INTERNAL CONTROLS:

The Commission, shall maintain a system of internal controls and written operational procedures that shall be documented. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by authorized investment officers.

In addition, the Commission has established a system of internal controls to ensure that staff positions and functional duties are adequately segregated for separation of duties between the investment and accounting operations.

These controls shall be tested and reviewed periodically by external auditors during the audit.

14.0 PERFORMANCE EVALUATION:

The Commission will utilize the following benchmarks as appropriate to determine whether market average yields are being achieved:

Account	Benchmark
Water O&M	BoA/Merrill Lynch 3-Month U.S. Treasury Bill Index
Water O&M Reserve	BoA/Merrill Lynch 1 – 5 Year U.S. Treasury Index
Depreciation	BoA/Merrill Lynch 1 – 5 Year U.S. Treasury Index
Board Designated Reserve	BoA/Merrill Lynch 1 – 5 Year U.S. Treasury Index
General Account	BoA/Merrill Lynch 3-Month U.S. Treasury Bill Index
Sales Tax	BoA/Merrill Lynch 1 – 3 Year U.S. Treasury Index

For all other funds (i.e., the Interest and Principal accounts), the rate of return should equal or exceed the rate of return on Treasury securities of like maturities and like purchase dates.

15.0 REPORTING:

The Commission shall record all investment transactions. A written report will be generated monthly for internal purposes listing all active investments by class or type, maturity of investments, book value, interest rate, income earned, including the fair market value of all investments as of the report date and other pertinent information deemed necessary. This report will be submitted to the General Manager of the Commission for distribution to the Board no less than on a quarterly basis pursuant to the Public Funds Investment Act.

16.0 POLICY ADOPTION AND AMENDMENT:

This Policy shall be adopted by a resolution of the Board. This Policy may be reviewed from time to time and amended upon approval of the Board.

Exhibit A

ILLINOIS PUBLIC FUNDS INVESTMENT ACT (30 ILCS 235/)

FINANCE

(30 ILCS 235/) Public Funds Investment Act.

(30 ILCS 235/0.01) (from Ch. 85, par. 900)

Sec. 0.01. Short title. This Act may be cited as the Public Funds Investment Act.

(Source: P.A. 86-1324.)

(30 ILCS 235/1) (from Ch. 85, par. 901)

Sec. 1. The words "public funds", as used in this Act, mean current operating funds, special funds, interest and sinking funds, and funds of any kind or character belonging to or in the custody of any public agency.

The words "public agency", as used in this Act, mean the State of Illinois, the various counties, townships, cities, towns, villages, school districts, educational service regions, special road districts, public water supply districts, fire protection districts, drainage districts, levee districts, sewer districts, housing authorities, the Illinois Bank Examiners' Education Foundation, the Chicago Park District, and all other political corporations or subdivisions of the State of Illinois, now or hereafter created, whether herein specifically mentioned or not. This Act does not apply to the Illinois Prepaid Tuition Trust Fund, private funds collected by the Illinois Conservation Foundation, or pension funds or retirement systems established under the Illinois Pension Code, except as otherwise provided in that Code.

(Source: P.A. 91-669, eff. 1-1-00; 92-797, eff. 8-15-02.)

(30 ILCS 235/2) (from Ch. 85, par. 902)

Sec. 2. Authorized investments.

(a) Any public agency may invest any public funds as follows:

(1) in bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;

(2) in bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities;

(3) in interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act;

(4) in short term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature not later than 270 days from the date of purchase, (ii) such purchases do not exceed 10% of the

corporation's outstanding obligations and (iii) no more than one-third of the public agency's funds may be invested in short term obligations of corporations; or

(5) in money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) or (2) of this subsection and to agreements to repurchase such obligations.

(a-1) In addition to any other investments authorized under this Act, a municipality or a county may invest its public funds in interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state, whether the interest earned thereon is taxable or tax-exempt under federal law. The bonds shall be registered in the name of the municipality or county or held under a custodial agreement at a bank. The bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.

(b) Investments may be made only in banks which are insured by the Federal Deposit Insurance Corporation. Any public agency may invest any public funds in short term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of this State or any other state or under the laws of the United States. Investments may be made only in those savings banks or savings and loan associations the shares, or investment certificates of which are insured by the Federal Deposit Insurance Corporation. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of such governing authority, the public funds so invested will be required for expenditure by such public agency or its governing authority. The expressed judgment of any such governing authority as to the time when any public funds will be required for expenditure or be redeemable is final and conclusive. Any public agency may invest any public funds in dividend-bearing share accounts, share certificate accounts or class of share accounts of a credit union chartered under the laws of this State or the laws of the United States; provided, however, the principal office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law.

(c) For purposes of this Section, the term "agencies of the United States of America" includes: (i) the federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 (12 U.S.C. 2001 et seq.) and Acts amendatory thereto; (ii) the federal home loan banks and the federal home loan mortgage corporation; and (iii) any other agency created by Act of Congress.

(d) Except for pecuniary interests permitted under

subsection (f) of Section 3-14-4 of the Illinois Municipal Code or under Section 3.2 of the Public Officer Prohibited Practices Act, no person acting as treasurer or financial officer or who is employed in any similar capacity by or for a public agency may do any of the following:

(1) have any interest, directly or indirectly, in any investments in which the agency is authorized to invest.

(2) have any interest, directly or indirectly, in the sellers, sponsors, or managers of those investments.

(3) receive, in any manner, compensation of any kind from any investments in which the agency is authorized to invest.

(e) Any public agency may also invest any public funds in a Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act. Any public agency may also invest any public funds in a fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds.

(f) To the extent a public agency has custody of funds not owned by it or another public agency and does not otherwise have authority to invest such funds, the public agency may invest such funds as if they were its own. Such funds must be released to the appropriate person at the earliest reasonable time, but in no case exceeding 31 days, after the private person becomes entitled to the receipt of them. All earnings accruing on any investments or deposits made pursuant to the provisions of this Act shall be credited to the public agency by or for which such investments or deposits were made, except as provided otherwise in Section 4.1 of the State Finance Act or the Local Governmental Tax Collection Act, and except where by specific statutory provisions such earnings are directed to be credited to and paid to a particular fund.

(g) A public agency may purchase or invest in repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act and the regulations issued thereunder. The government securities, unless registered or inscribed in the name of the public agency, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

(h) Except for repurchase agreements of government securities which are subject to the Government Securities Act of 1986, as now or hereafter amended or succeeded, no public agency may purchase or invest in instruments which constitute repurchase agreements, and no financial institution may enter into such an agreement with or on behalf of any public agency unless the instrument and the transaction meet the following requirements:

(1) The securities, unless registered or inscribed in the name of the public agency, are purchased through banks or trust companies authorized to do business in the State of Illinois.

(2) An authorized public officer after ascertaining which firm will give the most favorable rate of interest, directs the custodial bank to "purchase" specified securities from a designated institution. The "custodial bank" is the bank or trust company, or agency of government, which acts for the public agency in connection with repurchase agreements involving the investment of

funds by the public agency. The State Treasurer may act as custodial bank for public agencies executing repurchase agreements. To the extent the Treasurer acts in this capacity, he is hereby authorized to pass through to such public agencies any charges assessed by the Federal Reserve Bank.

(3) A custodial bank must be a member bank of the Federal Reserve System or maintain accounts with member banks. All transfers of book-entry securities must be accomplished on a Reserve Bank's computer records through a member bank of the Federal Reserve System. These securities must be credited to the public agency on the records of the custodial bank and the transaction must be confirmed in writing to the public agency by the custodial bank.

(4) Trading partners shall be limited to banks or trust companies authorized to do business in the State of Illinois or to registered primary reporting dealers.

(5) The security interest must be perfected.

(6) The public agency enters into a written master repurchase agreement which outlines the basic responsibilities and liabilities of both buyer and seller.

(7) Agreements shall be for periods of 330 days or less.

(8) The authorized public officer of the public agency informs the custodial bank in writing of the maturity details of the repurchase agreement.

(9) The custodial bank must take delivery of and maintain the securities in its custody for the account of the public agency and confirm the transaction in writing to the public agency. The Custodial Undertaking shall provide that the custodian takes possession of the securities exclusively for the public agency; that the securities are free of any claims against the trading partner; and any claims by the custodian are subordinate to the public agency's claims to rights to those securities.

(10) The obligations purchased by a public agency may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the public agency or officer authorized to make such investments.

(11) The custodial bank shall be liable to the public agency for any monetary loss suffered by the public agency due to the failure of the custodial bank to take and maintain possession of such securities.

(i) Notwithstanding the foregoing restrictions on investment in instruments constituting repurchase agreements the Illinois Housing Development Authority may invest in, and any financial institution with capital of at least \$250,000,000 may act as custodian for, instruments that constitute repurchase agreements, provided that the Illinois Housing Development Authority, in making each such investment, complies with the safety and soundness guidelines for engaging in repurchase transactions applicable to federally insured banks, savings banks, savings and loan associations or other depository institutions as set forth in the Federal Financial Institutions Examination Council Policy Statement Regarding Repurchase Agreements and any regulations issued, or which may be issued by the supervisory federal authority pertaining thereto and any amendments thereto; provided further that the

securities shall be either (i) direct general obligations of, or obligations the payment of the principal of and/or interest on which are unconditionally guaranteed by, the United States of America or (ii) any obligations of any agency, corporation or subsidiary thereof controlled or supervised by and acting as an instrumentality of the United States Government pursuant to authority granted by the Congress of the United States and provided further that the security interest must be perfected by either the Illinois Housing Development Authority, its custodian or its agent receiving possession of the securities either physically or transferred through a nationally recognized book entry system.

(j) In addition to all other investments authorized under this Section, a community college district may invest public funds in any mutual funds that invest primarily in corporate investment grade or global government short term bonds. Purchases of mutual funds that invest primarily in global government short term bonds shall be limited to funds with assets of at least \$100 million and that are rated at the time of purchase as one of the 10 highest classifications established by a recognized rating service. The investments shall be subject to approval by the local community college board of trustees. Each community college board of trustees shall develop a policy regarding the percentage of the college's investment portfolio that can be invested in such funds.

Nothing in this Section shall be construed to authorize an intergovernmental risk management entity to accept the deposit of public funds except for risk management purposes.
(Source: P.A. 96-741, eff. 8-25-09; 97-129, eff. 7-14-11.)

(30 ILCS 235/2.5)

Sec. 2.5. Investment policy.

(a) Investment of public funds by a public agency shall be governed by a written investment policy adopted by the public agency. The level of detail and complexity of the investment policy shall be appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio. The policy shall address safety of principal, liquidity of funds, and return on investment and shall require that the investment portfolio be structured in such manner as to provide sufficient liquidity to pay obligations as they come due. In addition, the investment policy shall include or address the following:

- (1) a listing of authorized investments;
- (2) a rule, such as the "prudent person rule", establishing the standard of care that must be maintained by the persons investing the public funds;
- (3) investment guidelines that are appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio;
- (4) a policy regarding diversification of the investment portfolio that is appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio;
- (5) guidelines regarding collateral requirements, if any, for the deposit of public funds in a financial institution made pursuant to this Act, and, if applicable, guidelines for contractual arrangements for the custody

and safekeeping of that collateral;

(6) a policy regarding the establishment of a system of internal controls and written operational procedures designed to prevent losses of funds that might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the entity;

(7) identification of the chief investment officer who is responsible for establishing the internal controls and written procedures for the operation of the investment program;

(8) performance measures that are appropriate to the nature of the funds, the purpose for the funds, and the amount of the public funds within the investment portfolio;

(9) a policy regarding appropriate periodic review of the investment portfolio, its effectiveness in meeting the public agency's needs for safety, liquidity, rate of return, and diversification, and its general performance;

(10) a policy establishing at least quarterly written reports of investment activities by the public agency's chief financial officer for submission to the governing body and chief executive officer of the public agency. The reports shall include information regarding securities in the portfolio by class or type, book value, income earned, and market value as of the report date;

(11) a policy regarding the selection of investment advisors, money managers, and financial institutions; and

(12) a policy regarding ethics and conflicts of interest.

(b) For purposes of the State or a county, the investment policy shall be adopted by the elected treasurer and presented to the chief executive officer and the governing body. For purposes of any other public agency, the investment policy shall be adopted by the governing body of the public agency.

(c) The investment policy shall be made available to the public at the main administrative office of the public agency.

(d) The written investment policy required under this Section shall be developed and implemented by January 1, 2000. (Source: P.A. 90-688, eff. 7-31-98.)

(30 ILCS 235/2.10)

Sec. 2.10. Unit of local government; deposit at reduced rate of interest. The treasurer of a unit of local government may, in his or her discretion, deposit public moneys of that unit of local government in a financial institution pursuant to an agreement that provides for a reduced rate of interest, provided that the institution agrees to expend an amount of money equal to the amount of the reduction for senior centers. (Source: P.A. 93-246, eff. 7-22-03.)

(30 ILCS 235/3) (from Ch. 85, par. 903)

Sec. 3. If any securities, purchased under authority of Section 2 hereof, are issuable to a designated payee or to the order of a designated payee, then the public agency shall be so designated, and further, if such securities are purchased with money taken from a particular fund of a public agency, the name of such fund shall be added to that of such public agency. If any such securities are registerable, either as to principal or interest, or both, then such securities shall be

so registered in the name of the public agency, and in the name of the fund to which they are to be credited.
(Source: Laws 1943, vol. 1, p. 951.)

(30 ILCS 235/4) (from Ch. 85, par. 904)

Sec. 4. All securities purchased under the authority of this Act shall be held for the benefit of the public agency which purchased them, and if purchased with money taken from a particular fund, such securities shall be credited to and deemed to be a part of such fund, and shall be held for the benefit thereof. All securities so purchased shall be deposited and held in a safe place by the person or persons having custody of the fund to which they are credited, and such person or persons are responsible upon his or their official bond or bonds for the safekeeping of all such securities. Any securities purchased by any such public agency under authority of this Act, may be sold at any time, at the then current market price thereof, by the governing authority of such public agency. Except as provided in Section 4.1 of "An Act in relation to State finance", all payments received as principal or interest, or otherwise, derived from any such securities shall be credited to the public agency and to the fund by or for which such securities were purchased.
(Source: P.A. 84-1378.)

(30 ILCS 235/5) (from Ch. 85, par. 905)

Sec. 5. This Act, without reference to any other statute, shall be deemed full and complete authority for the investment of public funds, as hereinabove provided, and shall be construed as an additional and alternative method therefor.
(Source: Laws 1943, vol. 1, p. 951.)

(30 ILCS 235/6) (from Ch. 85, par. 906)

Sec. 6. Report of financial institutions.

(a) No bank shall receive any public funds unless it has furnished the corporate authorities of a public agency submitting a deposit with copies of the last two sworn statements of resources and liabilities which the bank is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the Currency. Each bank designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of a public agency with a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the Currency; provided, that if such funds or moneys are deposited in a bank, the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of such bank, and the corporate authorities of a public agency submitting a deposit shall not be discharged from responsibility for any funds or moneys deposited in any bank in excess of such limitation.

(b) No savings bank or savings and loan association shall receive public funds unless it has furnished the corporate authorities of a public agency submitting a deposit with copies of the last 2 sworn statements of resources and liabilities which the savings bank or savings and loan

association is required to furnish to the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation. Each savings bank or savings and loan association designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of a public agency with a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation; provided, that if such funds or moneys are deposited in a savings bank or savings and loan association, the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the net worth of such savings bank or savings and loan association as defined by the Federal Deposit Insurance Corporation, and the corporate authorities of a public agency submitting a deposit shall not be discharged from responsibility for any funds or moneys deposited in any savings bank or savings and loan association in excess of such limitation.

(c) No credit union shall receive public funds unless it has furnished the corporate authorities of a public agency submitting a share deposit with copies of the last two reports of examination prepared by or submitted to the Illinois Department of Financial Institutions or the National Credit Union Administration. Each credit union designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of a public agency with a copy of all reports of examination prepared by or furnished to the Illinois Department of Financial Institutions or the National Credit Union Administration; provided that if such funds or moneys are invested in a credit union account, the amount of all such investments not collateralized or insured by an agency of the federal government or other approved share insurer shall not exceed 50% of the unimpaired capital and surplus of such credit union, which shall include shares, reserves and undivided earnings and the corporate authorities of a public agency making an investment shall not be discharged from responsibility for any funds or moneys invested in a credit union in excess of such limitation.

(d) Whenever a public agency deposits any public funds in a financial institution, the public agency may enter into an agreement with the financial institution requiring any funds not insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer to be collateralized by any of the following classes of securities, provided there has been no default in the payment of principal or interest thereon:

(1) Bonds, notes, or other securities constituting direct and general obligations of the United States, the bonds, notes, or other securities constituting the direct and general obligation of any agency or instrumentality of the United States, the interest and principal of which is unconditionally guaranteed by the United States, and bonds, notes, or other securities or evidence of indebtedness constituting the obligation of a U.S. agency or instrumentality.

(2) Direct and general obligation bonds of the State of Illinois or of any other state of the United States.

(3) Revenue bonds of this State or any authority, board, commission, or similar agency thereof.

(4) Direct and general obligation bonds of any city, town, county, school district, or other taxing body of any state, the debt service of which is payable from general ad valorem taxes.

(5) Revenue bonds of any city, town, county, or school district of the State of Illinois.

(6) Obligations issued, assumed, or guaranteed by the International Finance Corporation, the principal of which is not amortized during the life of the obligation, but no such obligation shall be accepted at more than 90% of its market value.

(7) Illinois Affordable Housing Program Trust Fund Bonds or Notes as defined in and issued pursuant to the Illinois Housing Development Act.

(8) In an amount equal to at least market value of that amount of funds deposited exceeding the insurance limitation provided by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer: (i) securities, (ii) mortgages, (iii) letters of credit issued by a Federal Home Loan Bank, or (iv) loans covered by a State Guarantee under the Illinois Farm Development Act, if that guarantee has been assumed by the Illinois Finance Authority under Section 845-75 of the Illinois Finance Authority Act, and loans covered by a State Guarantee under Article 830 of the Illinois Finance Authority Act.

(9) Certificates of deposit or share certificates issued to the depository institution pledging them as security. The public agency may require security in the amount of 125% of the value of the public agency deposit. Such certificate of deposit or share certificate shall:

(i) be fully insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Share Insurance Fund or issued by a depository institution which is rated within the 3 highest classifications established by at least one of the 2 standard rating services;

(ii) be issued by a financial institution having assets of \$15,000,000 or more; and

(iii) be issued by either a savings and loan association having a capital to asset ratio of at least 2%, by a bank having a capital to asset ratio of at least 6% or by a credit union having a capital to asset ratio of at least 4%.

The depository institution shall effect the assignment of the certificate of deposit or share certificate to the public agency and shall agree that, in the event the issuer of the certificate fails to maintain the capital to asset ratio required by this Section, such certificate of deposit or share certificate shall be replaced by additional suitable security.

(e) The public agency may accept a system established by the State Treasurer to aggregate permissible securities received as collateral from financial institutions in a collateral pool to secure public deposits of the institutions that have pledged securities to the pool.

(f) The public agency may at any time declare any particular security ineligible to qualify as collateral when, in the public agency's judgment, it is deemed desirable to do so.

(g) Notwithstanding any other provision of this Section,

as security a public agency may, at its discretion, accept a bond, executed by a company authorized to transact the kinds of business described in clause (g) of Section 4 of the Illinois Insurance Code, in an amount not less than the amount of the deposits required by this Section to be secured, payable to the public agency for the benefit of the People of the unit of government, in a form that is acceptable to the public agency.

(h) Paragraphs (a), (b), (c), (d), (e), (f), and (g) of this Section do not apply to the University of Illinois, Southern Illinois University, Chicago State University, Eastern Illinois University, Governors State University, Illinois State University, Northeastern Illinois University, Northern Illinois University, Western Illinois University, the Cooperative Computer Center and public community colleges. (Source: P.A. 95-331, eff. 8-21-07.)

(30 ILCS 235/6.5)

Sec. 6.5. Federally insured deposits at Illinois financial institutions.

(a) Notwithstanding any other provision of this Act or any other statute, whenever a public agency invests public funds in an interest-bearing savings account, interest-bearing certificate of deposit, or interest-bearing time deposit under Section 2 of this Act, the provisions of Section 6 of this Act and any other statutory requirements pertaining to the eligibility of a bank to receive or hold public deposits or to the pledging of collateral by a bank to secure public deposits do not apply to any bank receiving or holding all or part of the invested public funds if (i) the public agency initiates the investment at or through a bank located in Illinois and (ii) the invested public funds are at all time fully insured by an agency or instrumentality of the federal government.

(b) Nothing in this Section is intended to:

(1) prohibit a public agency from requiring the bank at or through which the investment of public funds is initiated to provide the public agency with the information otherwise required by subsections (a), (b), or (c) of Section 6 of this Act as a condition of investing the public funds at or through that bank; or

(2) permit a bank to receive or hold public deposits if that bank is prohibited from doing so by any rule, sanction, or order issued by a regulatory agency or by a court.

(c) For purposes of this Section, the term "bank" includes any person doing a banking business whether subject to the laws of this or any other jurisdiction.

(Source: P.A. 93-756, eff. 7-16-04.)

(30 ILCS 235/7) (from Ch. 85, par. 907)

Sec. 7. When investing or depositing public funds, each custodian shall, to the extent permitted by this Act and by the lawful and reasonable performance of his custodial duties, invest or deposit such funds with or in minority-owned financial institutions within this State.

(Source: P.A. 84-754.)

(30 ILCS 235/8)

Sec. 8. Consideration of financial institution's commitment to its community.

(a) In addition to any other requirements of this Act, a public agency is authorized to consider the financial institution's record and current level of financial commitment to its local community when deciding whether to deposit public funds in that financial institution. The public agency may consider factors including, but not necessarily limited to:

(1) for financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;

(2) any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;

(3) the financial impact that the withdrawal or denial of deposits of public funds might have on the financial institution;

(4) the financial impact to the public agency as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and


(5) any additional burden on the resources of the public agency that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

(b) Nothing in this Section shall be construed as authorizing the public agency to conduct an examination or investigation of a financial institution or to receive information that is not publicly available and the disclosure of which is otherwise prohibited by law.

(Source: P.A. 93-251, eff. 7-1-04.)

DATE: March 8, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION	Finance Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Conditionally Settling Disputes Concerning Capital Cost Recovery Charge Payments Under the DuPage County Subsequent Customer Contract Resolution No. R-12-12	APPROVAL	
Account Number: 01-5131			
<p>Resolution No. R-12-12 would conditionally settle disputes between the County of DuPage and the Commission concerning the County's payment of its Capital Cost Recovery Charge under the DuPage County Subsequent Customer Contract. Pursuant to the proposed settlement, (i) the Commission would continue considering a disputed underpayment of \$489,782.36 as unpaid interest rather than unpaid principal and continue to defer collecting on the \$489,782.36 subject to third-party enforcement rights and the County otherwise being in full compliance with its contractual obligations to the Commission and (ii) the County would pay, without further dispute, the sum of \$2,561,898.00, the deemed unpaid principal amount of its Capital Cost Recovery Charge outstanding as of the April 30th prepayment date (assuming full payment of the County's monthly Capital Cost Recovery Charge payments billed through the April 2012 water billing), plus accrued interest.</p>			
MOTION: To adopt Resolution No. R-12-12.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-12-12

**A RESOLUTION CONDITIONALLY SETTLING DISPUTES
CONCERNING CAPITAL COST RECOVERY CHARGE PAYMENTS
UNDER THE DUPAGE COUNTY SUBSEQUENT CUSTOMER CONTRACT**

WHEREAS, the Commission and the County of DuPage (the "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 the County to serve the various discrete and non-contiguous service areas served by the DuPage County Unit System from time to time (the "DuPage County Contract"); and

WHEREAS, the DuPage County Contract provides that the County shall make all Capital Cost Recovery Charge payments as required by Section 7D of the DuPage County Contract; and

WHEREAS, the Commission believes that through April 30, 2011, the County's monthly Capital Cost Recovery Charge payment has not been calculated in accordance with the requirements of the DuPage County Contract and, specifically, that interest on the County's Capital Cost Recovery Charge was erroneously calculated resulting in an underpayment of \$489,782.36; and

WHEREAS, the County believes that the interest was calculated correctly, either pursuant to the DuPage County Contract or a letter sent by the former General Manager of the Commission, and continues to dispute, on a monthly basis, the Commission's current calculation of the County's monthly Capital Cost Recovery Charge payment and the method of calculating the interest to be charged thereon; and

WHEREAS, in order to avoid controversy and conditionally resolve by compromise disputes relating to the Capital Cost Recovery Charge under the DuPage

County Contract, including calculations of principal and interest and payments with respect thereto, the Board of Commissioners of the DuPage Water Commission has found and determined that it is appropriate and in the best interests of the Commission to conditionally settle the matter on the terms and conditions set forth in this Resolution;

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

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

SECTION TWO: Capitalized terms not otherwise defined in this Resolution shall have the meanings ascribed to them in the DuPage County Contract.

SECTION THREE: In the event the County shall pay to the Commission, in current funds and without further dispute, the sum of \$2,561,898.00 on or before April 30, 2012, and its full monthly Capital Cost Recovery Charge payments billed through the April 2012 water billing as and when due, the Commission shall:

1. Consider the \$489,782.36 underpayment as unpaid interest rather than unpaid principal, making the amount of the Capital Cost Recovery Charge remaining unpaid as of May 1, 2011, \$2,709,526.20.
2. Defer taking any action to collect the \$489,782.36 underpayment and forego charging interest on the \$489,782.36 underpayment only for so long as (i) no Charter Customer of the Commission, no bondholder, no bond Trustee, and no other party entitled by law attempts to enforce the provisions of Section 7 of the DuPage County Contract; (ii) the County makes all other payments due under the DuPage County Contract as and when due and otherwise is in full compliance with all other requirements of the DuPage County Contract and all other agreements related thereto such as Alternate Delivery and easement agreements; and (iii) the County does not continue to dispute nor attempt to recover any portion of the payments made

by it in connection with the Capital Cost Recovery Charge, including without limitation any prepayment of its Capital Cost Recovery Charge.

SECTION FOUR: This Resolution conditionally settles disputes under the DuPage County Contract concerning the calculation of the County's monthly Capital Cost Recovery Charge payments and interest thereon and, in adopting this Resolution, the Commission is not making any admission of any liability or any admission of improper conduct.

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

AYES:

NAYS:

ABSENT:

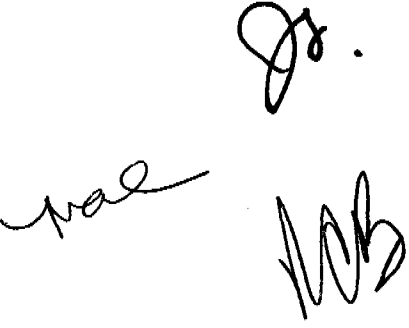
ADOPTED THIS _____ DAY OF _____, 2012.

Chairman

ATTEST:

Clerk

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>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</p> <p>Ordinance No. O-2-12</p>	<p>APPROVAL</p> 	
<p>Pursuant to Ordinance No. O-11-11, the County of DuPage and the Commission entered into an Intergovernmental Agreement to provide for the Commission to design and construct within unimproved public right-of-way the County's Pressure Adjusting Station for the Steeple Run Service Area as a joint facility with the Commission's Metering Station for the Steeple Run Service Area (the "Steeple Run Joint Facility Agreement").</p> <p>Ordinance No. O-2-12 would approve the Easement Agreement for the location of the Commission's Steeple Run Metering Station in substantially the form attached to the Steeple Run Joint Facility Agreement subject to resolution of any title issues as required by the Steeple Run Joint Facility Agreement.</p>			
<p>MOTION: To adopt Ordinance No. O-2-12.</p>			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-2-12

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

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 (the "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 the 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 the 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, pursuant to Ordinance No. O-11-11, adopted June 23, 2011, the County and the Commission entered into an intergovernmental agreement to provide for the Commission to design and construct within unimproved public right-of-way the

Ordinance No. O-2-12

County's Pressure Adjusting Station for the Steeple Run Service Area as a joint facility with the Commission's Metering Station for the Steeple Run Service Area (the "Steeple Run Joint Facility Agreement"); and

WHEREAS, the DuPage County Contract, as supplemented by the Steeple Run 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 County at the connection point for the Steeple Run Service Area provided for under the Steeple Run 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 "Steeple Run Metering Station"); and

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

Ordinance No. O-2-12

WHEREAS, the County has selected the site legally described in Exhibit 1 to Exhibit A attached hereto (the "Steeple Run Metering Station Easement Premises") for the location of the Steeple Run Metering Station; and

WHEREAS, the Steeple Run Metering Station Easement Premises are located in unimproved public right-of-way and the Lisle Township Road District, the road district of Lisle Township (the "Road District"), is the owner of the Steeple Run Metering Station Easement Premises; and

WHEREAS, the Commission has determined that it will be necessary and convenient for it to use, occupy, and improve the Steeple Run Metering Station Easement Premises for the aforesaid public purpose of acquiring and operating its Waterworks System, and, in particular, to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the Steeple Run Metering Station; and

WHEREAS, the territory of the Commission is partly within and partly without the corporate limits of the Road District; and

WHEREAS, the Road District desires to grant, convey, warrant, and dedicate to the Commission a perpetual easement for such purposes at, in, under, and upon the Steeple Run Metering Station Easement Premises, and the Commission is willing to accept such easement, pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq. and other applicable authority; and

WHEREAS, the Road District is willing to grant to the Commission a perpetual easement for such purposes in consideration of the sum of Ten Dollars (\$10.00);

Ordinance No. O-2-12

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 Easement Agreement by and between the Commission and the Road District, in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A, shall be and it hereby is approved subject to satisfaction of the conditions precedent to execution and attestation set forth in Section Three below.

SECTION THREE: The General Manager and the Clerk of the DuPage Water Commission shall be and they hereby are authorized to execute and attest, respectively, an Easement Agreement with the Road District in the form attached hereto as Exhibit A; provided, however, that they shall neither execute nor attest the Easement Agreement on behalf of the Commission unless and until (a) the General Manager shall have been presented with copies of the Easement Agreement executed by the Road District, (b) the General Manager shall have been presented with adequate evidence of merchantable fee simple title to the Steeple Run Metering Station Easement Premises being vested in the Road District, and (c) the General Manager shall have been presented with adequate evidence that the easement rights to be granted and insured to the Commission are free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the General Manager.

Ordinance No. O-2-12

SECTION FOUR: Upon execution and attestation by the General Manager and the Clerk, respectively, the grant of easement for the Steeple Run Metering Station Easement Premises shall be deemed accepted by the Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2012.

Chairman

ATTEST:

Clerk

Board/Ordinances/O-2-12.docx

EXHIBIT A

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 $\frac{1}{4}$ of Sec. 8 & Northeast $\frac{1}{4}$ 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 _____, 2012, 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 June 14, 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 Easement Premises are located in unimproved public right-of-way and the Owner is the owner of the Easement Premises; 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 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-2-12, 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.;

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 non-exclusive 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. 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.

9. 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.

10. 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

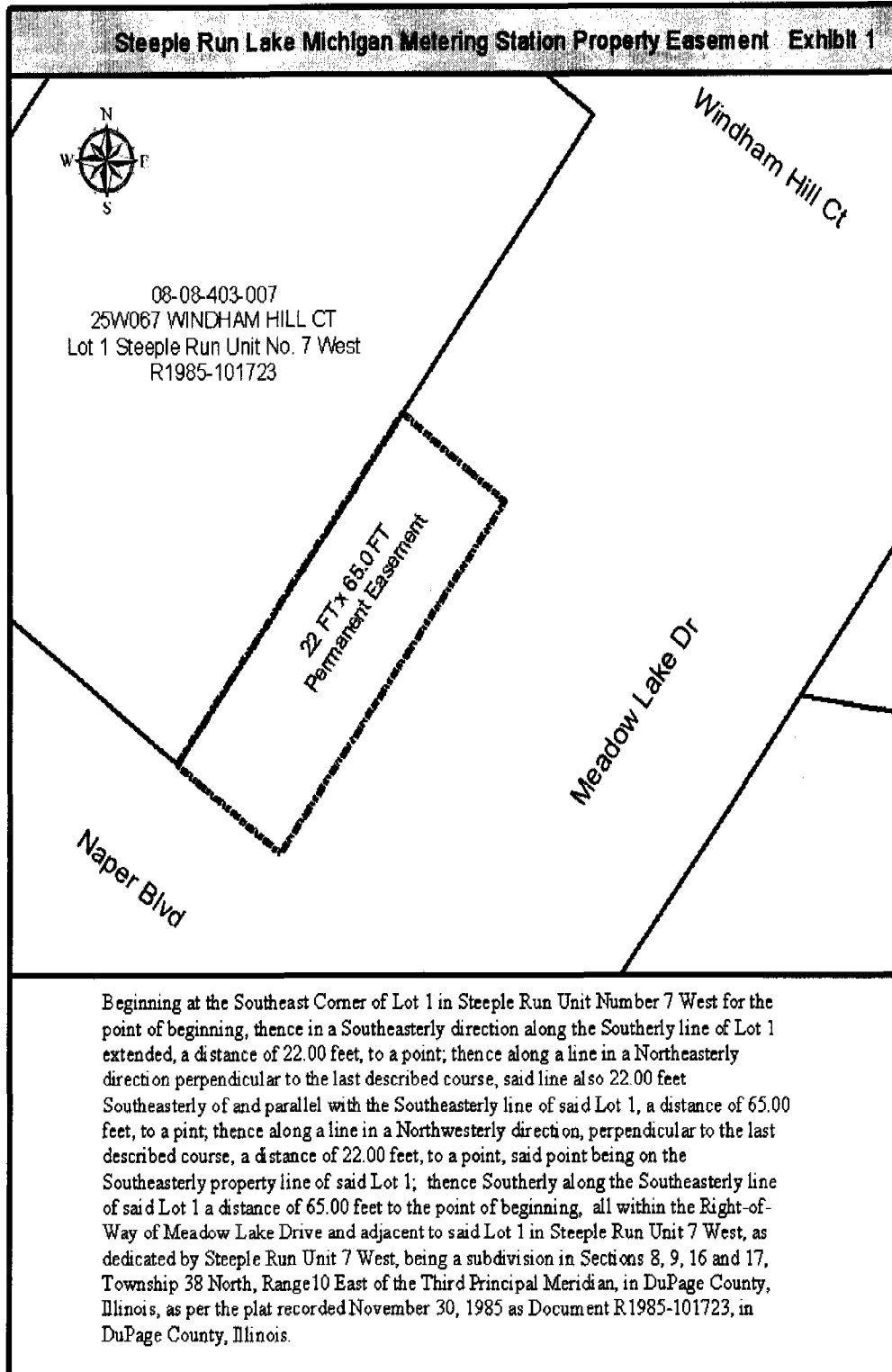


EXHIBIT 2

PLANS FOR THE LOCATION OF THE METERING STATION



EXHIBIT 2A

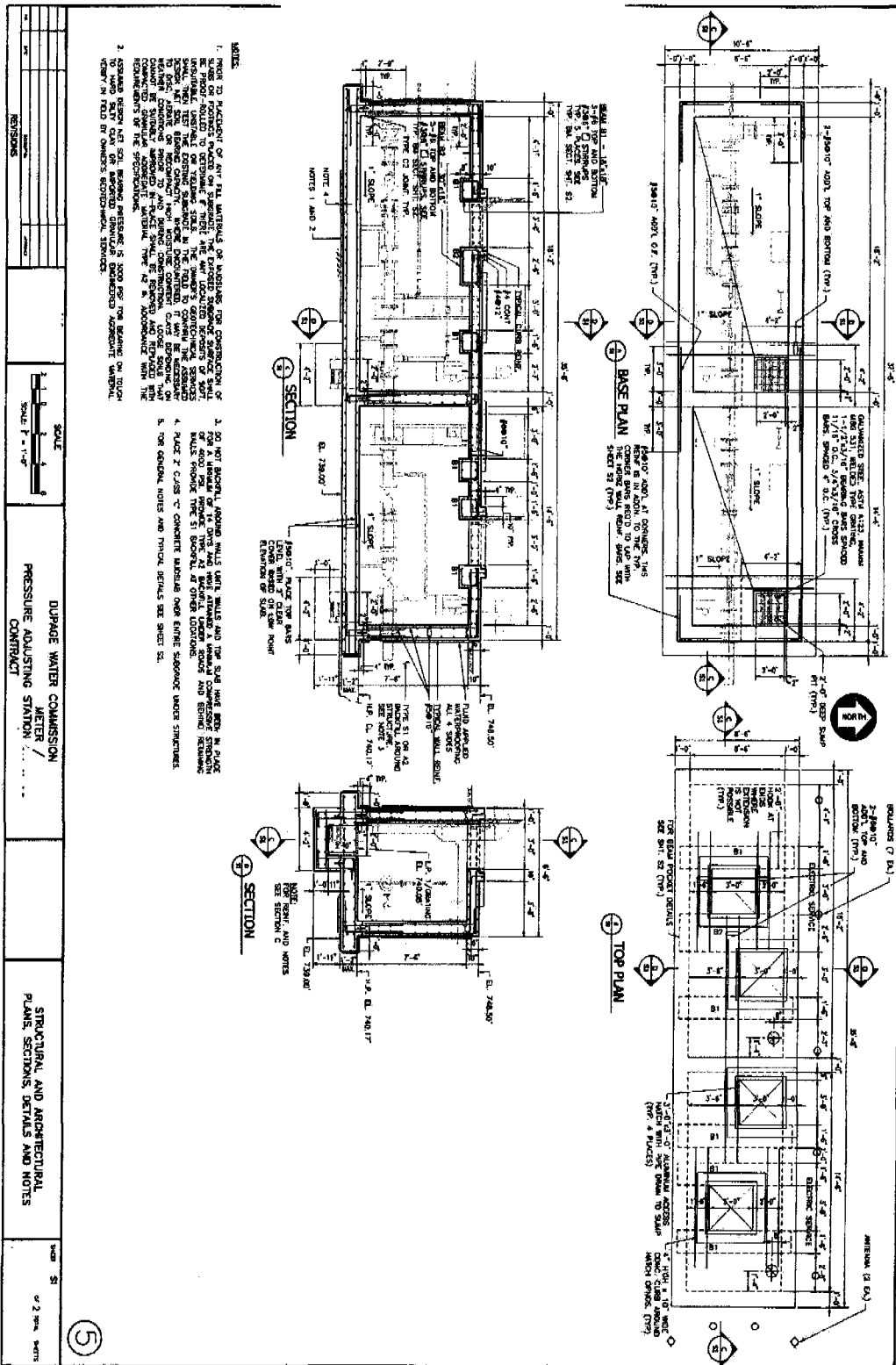


EXHIBIT 2B

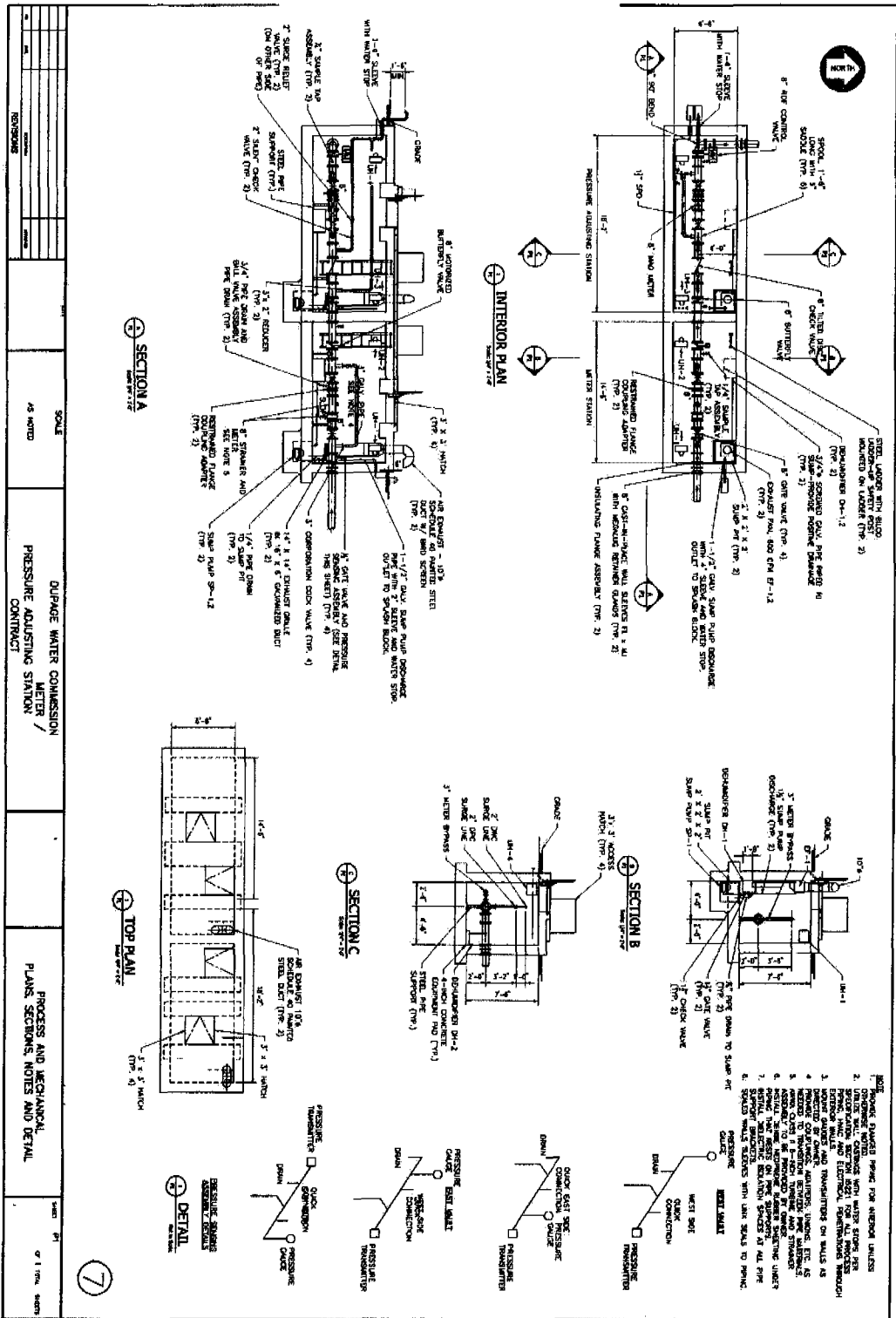
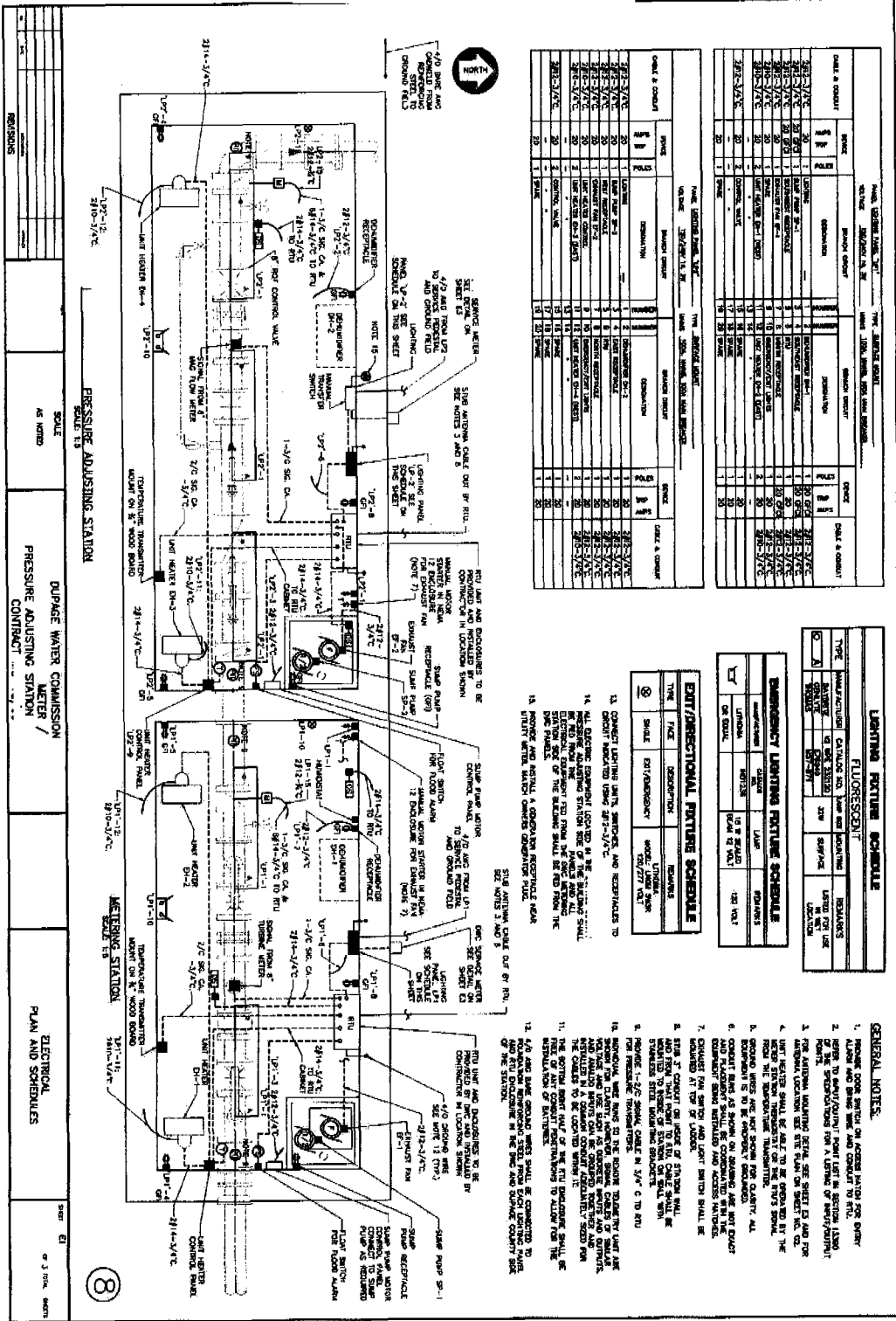


EXHIBIT 2C



GENERAL NOTES:

1. PROVIDE CORRECTION ON ACCESS PANELS FOR ENTRY ALARM AND BELL WIRE AND CONDUIT TO RLU.
2. REFER TO MECHANICAL PLAN FOR LAYOUT OF MECHANICAL ROOMS AND SPECIFICATIONS FOR A LISTING OF MECHANICAL.
3. THE AIRFLOW MOUNTING DETAIL, SEE SHEET E-1 AND FOR AIRFLOW LOCATION SEE SEE PLAN ON SHEET H-10.
4. UNIT HEATER SHALL BE INSTALLED ON SHEET H-10.
5. ROUNDOFF WIRING AND NOT SHOW FOR CLARITY. ALL ROUNDOFFS SHALL BE COMPATIBLE WITH THE EQUIPMENT.
6. ALL FLOORING SHALL BE COMPATIBLE WITH THE EQUIPMENT.
7. CONDUIT FOR 120V AND 240V SHALL BE INSTALLED IN CONDUIT RACEWAYS.
8. 1/2\"/>

EMERGENCY LIGHTING FIXTURE SCHEDULE

TYPE	FACE	DESCRIPTION	REMARKS
1	SHADE	EMERGENCY LIGHT	EMERGENCY LIGHT

EXIT/RECESSED FUTURE SCHEDULE

TYPE	FACE	DESCRIPTION	REMARKS
1	SHADE	EXIT LIGHT	EXIT LIGHT

FLUORESCENT LIGHTING FIXTURE SCHEDULE

TYPE	FACE	DESCRIPTION	REMARKS
1	SHADE	FLUORESCENT LIGHT	FLUORESCENT LIGHT

GENERAL NOTES:

1. PROVIDE CORRECTION ON ACCESS PANELS FOR ENTRY ALARM AND BELL WIRE AND CONDUIT TO RLU.
2. REFER TO MECHANICAL PLAN FOR LAYOUT OF MECHANICAL ROOMS AND SPECIFICATIONS FOR A LISTING OF MECHANICAL.
3. THE AIRFLOW MOUNTING DETAIL, SEE SHEET E-1 AND FOR AIRFLOW LOCATION SEE SEE PLAN ON SHEET H-10.
4. UNIT HEATER SHALL BE INSTALLED ON SHEET H-10.
5. ROUNDOFF WIRING AND NOT SHOW FOR CLARITY. ALL ROUNDOFFS SHALL BE COMPATIBLE WITH THE EQUIPMENT.
6. ALL FLOORING SHALL BE COMPATIBLE WITH THE EQUIPMENT.
7. CONDUIT FOR 120V AND 240V SHALL BE INSTALLED IN CONDUIT RACEWAYS.
8. 1/2\"/>

GENERAL NOTES:

1. PROVIDE CORRECTION ON ACCESS PANELS FOR ENTRY ALARM AND BELL WIRE AND CONDUIT TO RLU.
2. REFER TO MECHANICAL PLAN FOR LAYOUT OF MECHANICAL ROOMS AND SPECIFICATIONS FOR A LISTING OF MECHANICAL.
3. THE AIRFLOW MOUNTING DETAIL, SEE SHEET E-1 AND FOR AIRFLOW LOCATION SEE SEE PLAN ON SHEET H-10.
4. UNIT HEATER SHALL BE INSTALLED ON SHEET H-10.
5. ROUNDOFF WIRING AND NOT SHOW FOR CLARITY. ALL ROUNDOFFS SHALL BE COMPATIBLE WITH THE EQUIPMENT.
6. ALL FLOORING SHALL BE COMPATIBLE WITH THE EQUIPMENT.
7. CONDUIT FOR 120V AND 240V SHALL BE INSTALLED IN CONDUIT RACEWAYS.
8. 1/2\"/>

GENERAL NOTES:

1. PROVIDE CORRECTION ON ACCESS PANELS FOR ENTRY ALARM AND BELL WIRE AND CONDUIT TO RLU.
2. REFER TO MECHANICAL PLAN FOR LAYOUT OF MECHANICAL ROOMS AND SPECIFICATIONS FOR A LISTING OF MECHANICAL.
3. THE AIRFLOW MOUNTING DETAIL, SEE SHEET E-1 AND FOR AIRFLOW LOCATION SEE SEE PLAN ON SHEET H-10.
4. UNIT HEATER SHALL BE INSTALLED ON SHEET H-10.
5. ROUNDOFF WIRING AND NOT SHOW FOR CLARITY. ALL ROUNDOFFS SHALL BE COMPATIBLE WITH THE EQUIPMENT.
6. ALL FLOORING SHALL BE COMPATIBLE WITH THE EQUIPMENT.
7. CONDUIT FOR 120V AND 240V SHALL BE INSTALLED IN CONDUIT RACEWAYS.
8. 1/2\"/>

GENERAL NOTES:

1. PROVIDE CORRECTION ON ACCESS PANELS FOR ENTRY ALARM AND BELL WIRE AND CONDUIT TO RLU.
2. REFER TO MECHANICAL PLAN FOR LAYOUT OF MECHANICAL ROOMS AND SPECIFICATIONS FOR A LISTING OF MECHANICAL.
3. THE AIRFLOW MOUNTING DETAIL, SEE SHEET E-1 AND FOR AIRFLOW LOCATION SEE SEE PLAN ON SHEET H-10.
4. UNIT HEATER SHALL BE INSTALLED ON SHEET H-10.
5. ROUNDOFF WIRING AND NOT SHOW FOR CLARITY. ALL ROUNDOFFS SHALL BE COMPATIBLE WITH THE EQUIPMENT.
6. ALL FLOORING SHALL BE COMPATIBLE WITH THE EQUIPMENT.
7. CONDUIT FOR 120V AND 240V SHALL BE INSTALLED IN CONDUIT RACEWAYS.
8. 1/2\"/>

GENERAL NOTES:

1. PROVIDE CORRECTION ON ACCESS PANELS FOR ENTRY ALARM AND BELL WIRE AND CONDUIT TO RLU.
2. REFER TO MECHANICAL PLAN FOR LAYOUT OF MECHANICAL ROOMS AND SPECIFICATIONS FOR A LISTING OF MECHANICAL.
3. THE AIRFLOW MOUNTING DETAIL, SEE SHEET E-1 AND FOR AIRFLOW LOCATION SEE SEE PLAN ON SHEET H-10.
4. UNIT HEATER SHALL BE INSTALLED ON SHEET H-10.
5. ROUNDOFF WIRING AND NOT SHOW FOR CLARITY. ALL ROUNDOFFS SHALL BE COMPATIBLE WITH THE EQUIPMENT.
6. ALL FLOORING SHALL BE COMPATIBLE WITH THE EQUIPMENT.
7. CONDUIT FOR 120V AND 240V SHALL BE INSTALLED IN CONDUIT RACEWAYS.
8. 1/2\"/>

GENERAL NOTES:

1. PROVIDE CORRECTION ON ACCESS PANELS FOR ENTRY ALARM AND BELL WIRE AND CONDUIT TO RLU.
2. REFER TO MECHANICAL PLAN FOR LAYOUT OF MECHANICAL ROOMS AND SPECIFICATIONS FOR A LISTING OF MECHANICAL.
3. THE AIRFLOW MOUNTING DETAIL, SEE SHEET E-1 AND FOR AIRFLOW LOCATION SEE SEE PLAN ON SHEET H-10.
4. UNIT HEATER SHALL BE INSTALLED ON SHEET H-10.
5. ROUNDOFF WIRING AND NOT SHOW FOR CLARITY. ALL ROUNDOFFS SHALL BE COMPATIBLE WITH THE EQUIPMENT.
6. ALL FLOORING SHALL BE COMPATIBLE WITH THE EQUIPMENT.
7. CONDUIT FOR 120V AND 240V SHALL BE INSTALLED IN CONDUIT RACEWAYS.
8. 1/2\"/>

GENERAL NOTES:

1. PROVIDE CORRECTION ON ACCESS PANELS FOR ENTRY ALARM AND BELL WIRE AND CONDUIT TO RLU.
2. REFER TO MECHANICAL PLAN FOR LAYOUT OF MECHANICAL ROOMS AND SPECIFICATIONS FOR A LISTING OF MECHANICAL.
3. THE AIRFLOW MOUNTING DETAIL, SEE SHEET E-1 AND FOR AIRFLOW LOCATION SEE SEE PLAN ON SHEET H-10.
4. UNIT HEATER SHALL BE INSTALLED ON SHEET H-10.
5. ROUNDOFF WIRING AND NOT SHOW FOR CLARITY. ALL ROUNDOFFS SHALL BE COMPATIBLE WITH THE EQUIPMENT.
6. ALL FLOORING SHALL BE COMPATIBLE WITH THE EQUIPMENT.
7. CONDUIT FOR 120V AND 240V SHALL BE INSTALLED IN CONDUIT RACEWAYS.
8. 1/2\"/>

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 _____, 2012.

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 _____, 2012.

Notary Public

My Commission Expires:

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<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 and Other Connection Facilities for the York Township Water Facility Service Area</p> <p>Ordinance No. O-3-12</p>	<p>APPROVAL</p> <p><i>mae</i></p> <p><i>ff</i></p> <p><i>WB</i></p>	
<p>The County of DuPage has indicated that it intends to serve its York Township Water Facility Service Area with water from the Commission and requested that the Metering Station and Pressure Adjusting Station for the York Township Water Facility Service Area be constructed as a joint facility in one monolithic, cast in place concrete structure rather than as separate facilities. The County also requested that the Commission design and construct the joint facility. However, because of the unique requirements attributable to the County's grant funding for the project, in addition to a variety of limitations associated with the site selected by the County for the location of the joint facility, Commission staff would rather the County design and construct the joint facility and other Commission connection facilities.</p> <p>Because the County's request deviates 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. In addition, and even though staff generally prefers that Commission engineers and contractors build Commission connection facilities, safeguards have been added to the otherwise model agreement to assure sufficient Commission oversight and quality control.</p>			
<p>MOTION: To adopt Ordinance No. O-3-12.</p>			

DuPAGE WATER COMMISSION

ORDINANCE NO. O-3-12

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 AND OTHER CONNECTION FACILITIES
FOR THE YORK TOWNSHIP WATER FACILITY SERVICE AREA

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 3720/0.001 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 "Initially Excluded Service Areas" such as the service area known as the York Township Water Facility Service Area (formerly known as the York Center Service Area and subsequently enlarged) if DuPage County otherwise irrevocably elects to serve such Initially Excluded Service Area with water from the Commission (the "DuPage County Contract"); and

Ordinance No. O-3-12

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, it is in the best interest of the Commission and DuPage County to design and construct the Pressure Adjusting Station at the Point of Delivery for the York Township Water Facility Service Area (the "York Township Water Facility Pressure Adjusting Station") and the Metering Station at the Point of Delivery for the York Township

Ordinance No. O-3-12

Water Facility Service Area (the “York Township Water Facility Metering Station”) as a joint facility (the “Joint Facility”); and

WHEREAS, DuPage County has selected the site depicted in Exhibit B to Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof as the site for the location of the York Township Water Facility Metering Station (the “York Township Water Facility Metering Station Site”), the York Township Water Facility Pressure Adjusting Station, and the common areas of the Joint Facility (the “Easement Premises”); and

WHEREAS, in order to minimize complications attributable to DuPage County’s grant funding for the project and a variety of limitations associated with the location of the Joint Facility within the confines of the Easement Premises, the Commission requested that the York Township Water Facility Metering Station and certain other Commission connection facilities be designed and constructed by DuPage County instead of the Commission; and

WHEREAS, prior to the approval of the York Township Water Facility Metering Station Site and the Easement Premises, the Commission and DuPage County desire to establish supplemental terms under the DuPage County Contract relating to the design, construction, and operation of the Joint Facility and other connection facilities;

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

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

SECTION TWO: An Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities for the York Township Water Facility 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 County of DuPage shall have confirmed, in writing, its irrevocable election to serve the York Township Water Facility Service Area with water from the Commission and (b) the Chairman shall have been presented with copies of the Joint Facility Agreement executed by the County of DuPage.

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.

Ordinance No. O-3-12

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 _____, 2012.

Chairman

ATTEST:

Clerk

Board/Ordinances/2012/O-3-12.docx

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE DUPAGE WATER COMMISSION AND THE COUNTY OF DUPAGE
CONCERNING THE CONSTRUCTION AND OPERATION
OF A JOINT FACILITY AND OTHER CONNECTION FACILITIES
FOR THE YORK TOWNSHIP WATER FACILITY SERVICE AREA

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, 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 3720/0.001 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 "Initially Excluded Service Areas" such as the service area known as the York Township

Water Facility Service Area (formerly known as the York Center Service Area and subsequently enlarged) if DuPage County otherwise irrevocably elects to serve such Initially Excluded Service Area with water from the Commission (the “DuPage County Contract”); and

WHEREAS, DuPage County has irrevocably elected to serve the York Township Water Facility Service Area with water from the Commission and has received a Water Allocation permit from the State of Illinois Department of Natural Resources, Office of Water Resources, for the York Township Water Facility Service Area; 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, it is in the best interest of the Commission and DuPage County to design and construct the Pressure Adjusting Station at the Point of Delivery for the York Township Water Facility Service Area (the “York Township Water Facility Pressure Adjusting Station”) and the Metering Station at the Point of Delivery for the York Township Water Facility Service Area (the “York Township Water Facility 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 location of the York Township Water Facility Metering Station (the “York Township Water Facility Metering Station Site”), the York Township Water Facility Pressure Adjusting Station, and the common areas of the Joint Facility (the “Easement Premises”); and

WHEREAS, in order to minimize complications attributable to DuPage County’s grant funding for the project and a variety of limitations associated with the location of the Joint Facility within the confines of the Easement Premises, the Commission requested that the York Township Water Facility Metering Station and certain other Commission connection facilities be designed and constructed by DuPage County instead of the Commission; and

WHEREAS, prior to the approval of the York Township Water Facility Metering Station Site and the Easement Premises, the Commission and DuPage County desire to

establish in this Agreement supplemental terms under the DuPage County Contract relating to the design, construction, and operation of the Joint Facility and other connection facilities; and

WHEREAS, pursuant to the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and 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 AND OTHER CONNECTION FACILITIES

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

1. A Metering Station, to be known as Metering Station 9D ("MS-9D"), 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 York Township Water Facility 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-9D 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 York Township Water Facility Service Area, all remote telemetry units needed solely for communication between Commission facilities attributable to the York Township Water Facility 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 York Township Water Facility Service Area, and all drainage systems, including drain pipes and structures, needed solely for the drainage of Commission facilities and property attributable to the York Township Water Facility Service Area, all as such facilities may be relocated, replaced, extended, or improved from time to time (the "York Township Water Facility Metering Station").

2. A pressure adjusting station at the Point of Delivery for the York Township Water Facility Service Area, the type of which shall be determined by the Commission in accordance with design criteria to be developed by the Commission's consulting engineer, AECOM Technical Services, Inc., and paid for directly by DuPage County within thirty (30) days after receipt of an invoice therefor approved by the Commission (the "York Township Water Facility 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 and to be acquired and owned by DuPage County (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 Subsection 3H of this Agreement. In the event the property is not acquired by DuPage County, or all necessary and insured easements for the Joint Facility Site are not granted to the Commission in accordance with the provisions of Subsection 3H 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. For purposes of this Agreement, the "Connection Facilities" shall mean the portions of the Commission Waterworks System to be constructed by DuPage County to initially connect MS-9D to the existing Commission Waterworks System, which facilities are depicted in the conceptual plans attached hereto and by this reference incorporated herein and made a part hereof as Exhibit B to this Agreement. The Connection Facilities include, among other items, the York Township Water Facility Metering Station and the following:

1. Approximately 150 feet of 12" diameter watermain from a connection to the Commission's existing 12" Blow-Off Valve located at approximately Station 182+96 of the Southwest Transmission Main under Illinois Route 56 to approximately 20 feet north of said connection in Illinois Route 56, and thence 100 feet west in Illinois Route 56, and thence 30 feet north together with valve in vault and all other necessary appurtenances thereto (the "Pipeline Facilities").
2. Such other equipment and appurtenances as may be necessary for the operation and construction of the Pipeline Facilities in conformance with the approved design plans therefor.

D. DuPage County shall be solely responsible for the costs in designing the Joint Facility and the Connection Facilities.

It is understood that DuPage County will be the contracting party with the design engineer for the Joint Facility and the Connection Facilities, and DuPage County will administer the design contract for the benefit of both the Commission and DuPage County. The engineering design, plans, and specifications for the Connection Facilities shall incorporate the design criteria, standards, and base technical specifications and details provided by the Commission, including without limitation requirements for separation of high and low voltage cables in different conduits, separation of conduits and rebar before concrete pours, and 10" Turbo maximum size meters manufactured by Sensus only, as such design criteria, standards, and base technical specifications and details provided by the Commission may be supplemented with additional technical specifications as may be

required for the Joint Facility and the Connection Facilities. 30%, 60%, 90%, and 100% final engineering design, plans, and specifications for the Connection Facilities shall be submitted to the Commission for review and approval by the Commission and/or its consulting engineers. DuPage County will consult bi-weekly with the Commission to keep the Commission 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 and the Connection Facilities 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 Connection Facilities and both the Commission and DuPage County to the extent of the York Township Water Facility Pressure Adjusting Station and 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.

E. DuPage County shall be solely responsible for the costs in constructing the Joint Facility and the Connection Facilities.

DuPage County shall solicit bids for the construction of the Joint Facility and the Connection Facilities, including all equipment and appurtenances necessary for the York Township Water Facility Metering Station and the York Township Water Facility Pressure Adjusting Station. The cost of the York Township Water Facility Metering Station, the Pipeline Facilities, the other Connection Facilities, the York Township Water Facility Pressure Adjusting Station, and the common areas of the Joint Facility shall be separately identified in the bidding and construction contract documents. In addition, the bidding and

construction contract documents shall contain the terms and conditions set forth on Exhibit C attached hereto and by this reference incorporated herein and made part hereof.

DuPage County agrees to solicit, award, and administer all contracts for the Joint Facility and the Connection Facilities in the best interest of both the Commission and DuPage County and to consult with, and keep advised, officials of the Commission 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 the construction of the Joint Facility and the Connection Facilities. Upon approval of both the Commission and DuPage County, DuPage County shall enter into a construction contract(s) with the selected contractor(s) for the construction of the Joint Facility and the Connection Facilities, and shall administer such construction contract(s) in conformance with this Agreement.

In addition, DuPage County shall retain the services of, and pay all costs incurred by, an independent NACE Certified Corrosion Specialist to determine field conditions and report and recommend, for Commission-approval, the means to mitigate any existing or potential corrosion issues discovered. DuPage County shall also retain the services of, and pay all costs incurred by, an independent geotechnical materials testing firm to provide technical on and off site soils and materials testing and inspectional services, including without limitation (i) density testing using Troxler Nuclear equipment for trench backfill materials, sub-base course materials, bituminous binder and surface course materials, Bituminous aggregate mixture (B.A.M.), and other areas where there will be engineered fill beneath building slabs, roadways, and parking lots; (ii) unconfined compressive strength tests and pocket penetrometer tests on soil samples from the bottom of excavations for footings and trenches; (iii) concrete and Controlled Low Strength Material ("CLSM") testing,

as applicable, for temperature, slump, per cent air and yield (unit weight) and mold cylinders for compressive strength testing; (iv) batch plant inspections at both concrete, CLSM, and bituminous plants; (v) laboratory compaction curves to establish optimum moisture content and dry unit weight of fill materials; (vi) laboratory compressive strength testing for concrete or CLSM cylinders; and (vii) laboratory testing to determine gradation of granular materials.

Commission representatives shall have full and complete access to the work sites at all times for purposes of supervising and inspecting the construction of the Connection Facilities. No construction work on the Connection Facilities shall be undertaken without the presence of such representatives unless authorized in advance by the Commission. All shop drawings, reports, permit applications, and other submittals submitted by the contractor(s) for the construction of the Connection Facilities, and all work (including materials, equipment, and supplies) related to the Connection Facilities, shall be subject to the prior examination, inspection, and approval by Commission representatives, including without limitation geotechnical inspections and approvals (e.g. compaction, soil bearing, concrete strength, etc.); structural inspections and approvals (e.g. inspection of rebar, especially where pipe wall sleeves are set, before concrete pour, etc.); rough-in electrical inspections and approvals (e.g. ground field installation before backfill); instrumentation inspections and approvals (e.g. SCADA antenna, ground field, radio signal strength at time of installation); piping and valve inspections and approvals (e.g. factory and field testing); meter inspections and approvals (e.g. testing in Commission test bench); and regulatory inspections and approvals (e.g. IEPA operating permit application, disinfection, flushing, sampling, and laboratory testing required to place the Connection Facilities in service).

Commission representatives shall have the sole, full authority and right to direct the construction of the Connection Facilities, and DuPage County and the contractor(s) for the construction of the Connection Facilities shall diligently prosecute the construction of the Connection Facilities pursuant to said direction. Whenever the contractor(s) for the construction of the Connection Facilities disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision affecting the Connection Facilities, the Commission shall have the sole, full authority and right to resolve such dispute.

It is understood that, although the Commission will not be a party to the construction contract(s) for the Joint Facility and the Connection Facilities, the Commission will be designated as a beneficiary of any insurance, guaranty, or warranty required by the construction contract(s), and the Commission, and its officers, agents, and employees, shall be named as additional insureds on the general liability insurance required by the construction contract(s) for the Joint Facility and the Connection Facilities. In addition, any change order, as well as final acceptance and approval of the completed Joint Facility and Connection Facilities, shall be subject to the approval of the Commission to the extent of the Connection Facilities and both the Commission and DuPage County to the extent of the York Township Water Facility Pressure Adjusting Station and the common areas of the Joint Facility. Neither the Commission nor DuPage County shall be required to approve or accept any portion of the Joint Facility until all portions of the Joint Facility, including all punch list items, have been fully and properly completed.

F. The Joint Facility and the Connection Facilities shall be designed and constructed in accordance with a schedule to be approved by the Commission and DuPage County.

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

H. Prior to DuPage County's solicitation of bids for the construction of the Joint Facility or the Connection Facilities, 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 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 D 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 other necessary and insured easements for the appropriate location and installation of the Pipeline Facilities, the antennas and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System, and any other Connection Facilities attributable to the York Township Water Facility Service Area, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing.

I. Upon acceptance and approval of the Joint Facility or the Connection Facilities, as the case may be, ownership of the York Township Water Facility Metering Station or the other Connection Facilities, as the case may be, and a bill of sale therefor shall be conveyed to the Commission. Immediately following such conveyance, the Commission shall own and operate the York Township Water Facility Metering Station or the other Connection Facilities, as the case may be; the York Township Water Facility Metering Station or the other Connection Facilities, as the case may be, shall become the sole and exclusive property of the Commission; and the Commission shall have all duty, responsibility, and liability to maintain the York Township Water Facility Metering Station or the other Connection Facilities, as the case may be, and DuPage County shall have no obligation or duty with respect thereto. Upon completion of the construction and installation of the Joint Facility, DuPage County shall have all duty, responsibility, and liability to maintain and repair the York Township Water Facility Pressure Adjusting Station and the common areas of the Joint Facility.

J. 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 York Township Water Facility Service Area.

K. 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 the Connection Facilities, 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 the Connection Facilities, or as a result of the design of the Joint Facility or the Connection Facilities or the operation or maintenance of the Joint Facility or the Connection Facilities; and (b) the Commission's review and approval of any such plans and issuance of any such approvals, certificates, or acceptances does not, and shall not, in any way be deemed to insure 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: LEGAL RELATIONSHIPS AND REQUIREMENTS

A. This Agreement, and the Joint Facility and the Connection Facilities provided by this Agreement, shall be deemed to supplement the DuPage County Contract to provide for the design, construction, and operation of the Joint Facility and other connection facilities. 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 promptly to the

Commission. Under no circumstances shall any dispute of any nature under this Agreement, or the inability to receive water through the Joint Facility or the Connection Facilities provided by this Agreement, excuse, delay, or in any other way affect DuPage County's performance 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 York Township Water Facility Metering Station, the Pipeline Facilities, and the other Connection Facilities provided for under this Agreement.

For purposes of the DuPage County Contract, the "DuPage County Unit System Connection Facilities" shall include the York Township Water Facility Pressure Adjusting Station provided for under 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 or the Connection Facilities.

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 Connection Facilities or the operation or maintenance of the Joint Facility or the Connection Facilities; and (c) any claims, litigation, and liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by, connected with, or in any way attributable to, the construction and installation of the Joint Facility or the Connection Facilities or the maintenance of the DuPage County Unit System or the Joint Facility or the Connection Facilities, 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 Subsection 4B.

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 and the Connection Facilities may be subject to a future agreement, which may include amendments to this Agreement, including without limitation one providing that the Commission will design, construct, and install all or a portion of the Pipeline Facilities, at DuPage County's sole expense, in the event the Pipeline Facilities are to be connected to the Commission's Waterworks System by any means other than through an existing blow-off if (and only if) such alternate method of connecting to the Commission's Waterworks

System is subsequently approved by the Commission in the exercise of its sole and absolute discretion.

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 the property for the Joint Facility Site is not acquired by DuPage County, or an alternative location is not obtained, as provided in Subsection 3B of this Agreement, on or before **[date]**.
2. In the event all necessary and insured easements for the Connection Facilities are not granted to the Commission in accordance with the provisions of Subsection 3H of this Agreement, or an alternative location is not obtained, as provided in Subsection 3B of this Agreement, on or before **[date]**.
3. In the event the Commission shall not have approved the final design of the Connection Facilities, the York Township Water Facility Pressure Adjusting Station, and the common areas of the Joint Facility on or before **[date]**.
4. In the event the Commission and DuPage County are unable to agree on the award by DuPage County of a contract(s) for the construction of the Joint Facility and the Connection Facilities on or before **[date]**.
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 force or 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 the Connection Facilities, or whether the Joint Facility or the Connection Facilities are completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water. In the event that, following service of such notice but before actual termination, the

basis for such notice is corrected, the notice shall be considered void and of no effect, and this Agreement shall continue in full force and effect.

E. This Agreement may not be assigned by either 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

YORK TOWNSHIP WATER FACILITY METERING STATION SITE

[TO BE PROVIDED BY DuPAGE COUNTY]

EXHIBIT B

CONCEPTUAL PLANS FOR THE CONNECTION FACILITIES

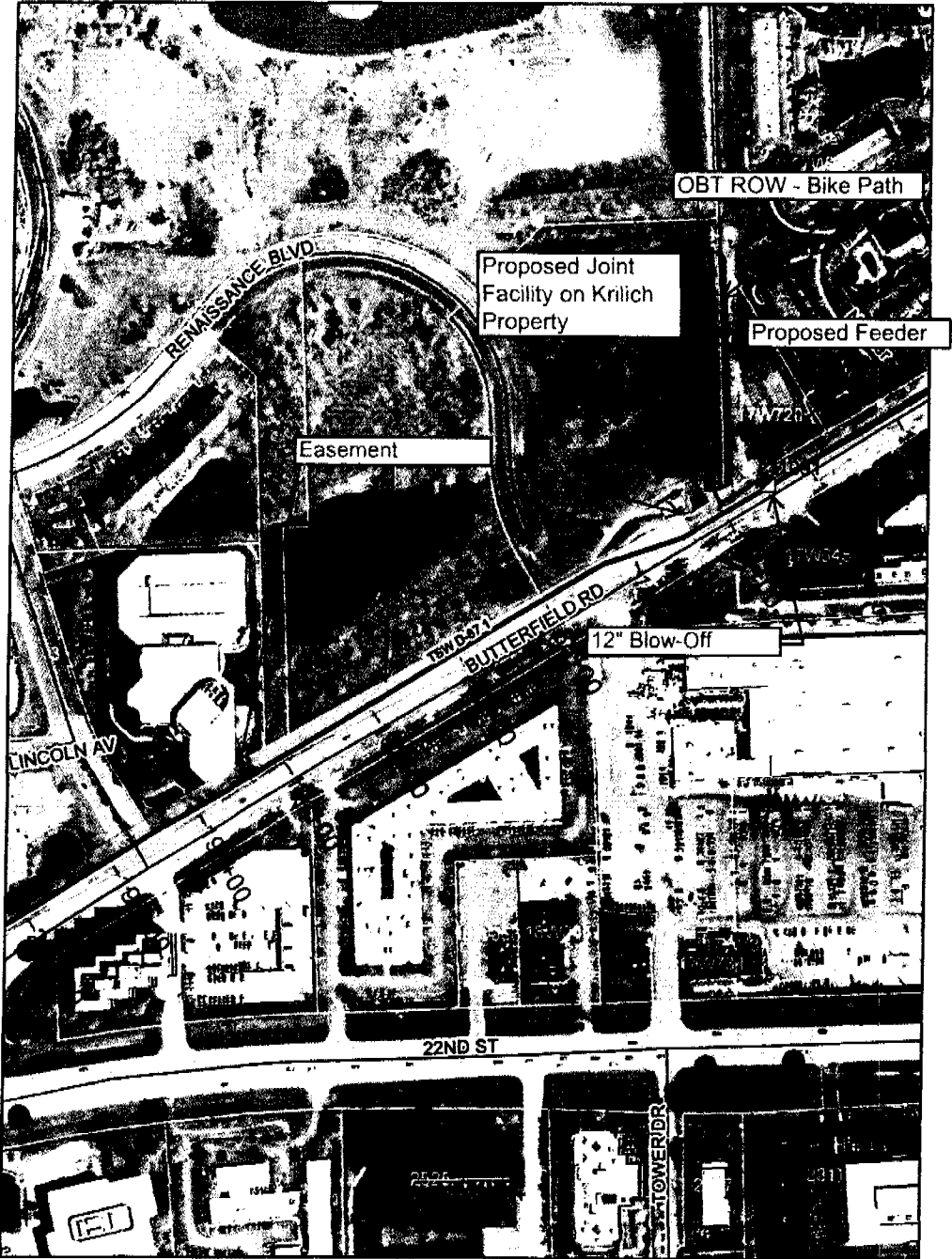


EXHIBIT C

SPECIAL TERMS AND CONDITIONS FOR THE BIDDING AND CONSTRUCTION CONTRACT DOCUMENTS FOR THE YORK TOWNSHIP CONNECTION FACILITIES

The bidding and construction contract documents for the York Township Connection Facilities shall contain, at a minimum, the following special terms and conditions:

1. **DuPage Water Commission.**

DuPage County has entered into a contract with the DuPage Water Commission (the "Commission") for the construction by DuPage County of certain Connection Facilities, including the York Township Water Facility Metering Station and Pipeline Facilities. The Connection Facilities will be operated and maintained by Commission personnel from the time said facilities first become operational. Accordingly, the Commission shall be reviewing, inspecting, and approving all Work associated with the Connection Facilities, including Required Submittals, and will otherwise be directly involved in the Work. Contractor shall lend all reasonable assistance to the Commission in these endeavors and coordinate its activities in this regard. Any preconstruction conferences and any demonstrations, instructions or training to be provided for the operation of the facilities shall include Commission personnel.

Commission representatives shall have full and complete access to the Work Site at all times for purposes of supervising and inspecting the construction of the Connection Facilities. No Work on the Connection Facilities shall be undertaken without the presence of such representatives unless authorized in advance by the Commission. All Required Submittals and all Work related to the Connection Facilities shall be subject to the prior examination, inspection, and approval by Commission representatives, including without limitation geotechnical inspections and approvals (e.g. compaction, soil bearing, concrete strength, etc.); structural inspections and approvals (e.g. inspection of rebar, especially where pipe wall sleeves are set, before concrete pour, etc.); rough-in electrical inspections and approvals (e.g. ground field installation before backfill); instrumentation inspections and approvals (e.g. SCADA antenna, ground field, radio signal strength at time of installation); piping and valve inspections and approvals (e.g. factory and field testing); meter inspections and approvals (e.g. testing in Commission test bench); and regulatory inspections and approvals (e.g. IEPA operating permit application, disinfection, flushing, sampling, and laboratory testing required to place the Connection Facilities in service).

Commission representatives shall have the sole, full authority and right to direct the construction of the Connection Facilities, and DuPage County and the successful Bidder/Contractor shall diligently prosecute the construction of the Connection Facilities pursuant to said direction. Whenever the successful Bidder/Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision affecting the Connection Facilities, the Commission shall have the sole, full authority and right to resolve such dispute. In addition, any Change Order as well as Final Acceptance of the Work shall be subject to the approval of the Commission to the extent of the Connection

Facilities and DuPage County and the Commission to the extent of DuPage County's Pressure Adjusting Station and the common areas of the joint facility.

2. **Subcontracting.**

All pipe installation Work is required to be performed with the successful Bidder's/Contractor's own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Commission in writing.

3. **Permits.**

The successful Bidder/Contractor shall obtain, pay for, and furnish to the Commission copies of, all permits, licenses, and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith.

4. **Connections to Commission Waterworks System.**

A. **Coordination.** In order to maintain an uninterrupted supply to the Commission Waterworks System, the successful Bidder/Contractor shall carefully schedule, plan, and coordinate with the Commission the construction of the connection to the Commission Waterworks System.

B. **Scheduling.** The successful Bidder/Contractor shall submit to the Commission for approval, prior to beginning Work, a detailed schedule for the construction of this connection such that the Commission's Waterworks System may be put back into service as quickly as possible.

D. **Interruptions.** The successful Bidder/Contractor shall take all necessary precautions so that no interruption of water supply operations shall be caused, except that which is permitted by the Contract Documents. **THE SUCCESSFUL BIDDER/CONTRACTOR SHALL NOT OPERATE ANY EXISTING VALVES OR NEW VALVES WHICH CONNECT TO THE COMMISSION WATERWORKS SYSTEM.**

E. **Isolation.** The successful Bidder/Contractor shall verify with the Commission that the appropriate section of the Commission Waterworks System is isolated prior to the start of any connection Work.

F. **Notice.** The successful Bidder/Contractor shall notify the Commission a minimum of 72 hours prior to the start of any connection Work. Notice shall not be given by the successful Bidder/Contractor until all equipment, materials, and supplies required for the connection are delivered to the Work Site.

G. **Cleanliness.** The successful Bidder/Contractor shall take all precautions necessary to keep the interior of the isolated section of the Commission Waterworks System and the piping and valves and appurtenances to be installed as clean as possible.

EXHIBIT D

FORM OF METERING STATION EASEMENT AGREEMENT

DUPAGE WATER COMMISSION
METERING STATION
EASEMENT AGREEMENT
(DuPage County York Township MS-9D)

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

Prepared by and Mail to:

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

METERING STATION
EASEMENT AGREEMENT
(DuPage County York Township MS-9D)

THIS EASEMENT AGREEMENT, made and entered into this ____ day of _____, 20__, 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 and a customer of the Commission (the "Customer"),

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract, dated as of July 13, 2006 (the "DuPage County Contract"), as supplemented by a certain Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities for the York Township Water Facility Service Area, dated as of **[date]** (the "Joint Facility Agreement"); and

WHEREAS, the Joint Facility Agreement provides that the Customer is to furnish and install, and the Commission is to 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 York Township Water Facility 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 York Township Water Facility Service Area, all remote telemetry

units needed solely for communication between Commission facilities attributable to the York Township Water Facility 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 York Township Water Facility Service Area, and all drainage systems, including drain pipes and structures, needed solely for the drainage of Commission facilities and property attributable to the York Township Water Facility 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 Customer has submitted to the Commission for review and approval the drawings and specifications for the Metering Station; and

WHEREAS, the Customer is the owner of the Easement Premises; and

WHEREAS, the Customer desires that the Commission enter into this Easement Agreement with the Customer 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. **[number]**, being “An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the DuPage County York Township Water Facility Metering Station MS-9D Site and Authorizing the Execution of the DuPage County York Township Water Facility Metering Station Easement Agreement,” pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.; and

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

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

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

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

egress along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. ***[The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual access easement upon, along, and across the real property legally described in Exhibit 3 attached hereto and by this reference incorporated herein and made a part hereof (the "Access Easement Premises").]***

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

4. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the Metering Station Easement Premises***[, the Access Easement Premises,]*** or any adjoining lands of the Customer.

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

Easement Premises] in any manner that would impair the exercise by the Commission of the rights hereby granted.

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

8. This Easement Agreement shall constitute and stand in the place of all Customer permits required by the Commission or its contractor to own, operate, maintain, test, inspect, repair, remove, or replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, and the Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any permits required from any county,

state, or federal agency for or in connection with owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the Metering Station.

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

10. 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

COUNTY OF DUPAGE

ATTEST:

County Clerk

By: _____
Chairman

EXHIBIT 1

LEGAL DESCRIPTION OF THE METERING STATION EASEMENT PREMISES

[TO BE PROVIDED BY DuPAGE COUNTY]

EXHIBIT 2

PLANS FOR THE LOCATION OF THE METERING STATION

[TO BE PROVIDED BY THE COMMISSION AND DuPAGE COUNTY]

EXHIBIT 3

LEGAL DESCRIPTION OF THE ACCESS EASEMENT PREMISES

[TO BE PROVIDED BY DUPAGE COUNTY--IF NECESSARY]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

Given under my hand and official seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

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


Given under my hand and official seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

DATE: March 8, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	GIS
ITEM	A Resolution Approving and Authorizing the Execution of a Memorandum of Agreement for Geographic Information System Data Sharing with DuPage County, Illinois Resolution No. R-7-12	APPROVAL 	
<p>Account Number: Not Applicable</p> <p>Resolution No. R-7-12 would approve an inter-agency agreement to allow sharing of Geographic Information System (GIS) data between the Commission and the DuPage County Information Technology Department GIS Division.</p> <p>The DuPage County GIS Division maintains detailed GIS databases for DuPage County, including all areas where Commission facilities are located. The GIS data includes information on jurisdictions; property ownership, assessments, images and parcel boundaries; digital orthophotography (aerial photos); physical features such as roads, bodies of water and structures; and topography.</p> <p>Approval of the agreement will provide the Commission with continued access to current GIS base map data and periodic updates. It also requires the Commission to make available to the County spatial data developed by the Commission if such data sharing is not limited by licenses, proprietary ownership, cost sharing agreements, or the Public Records Act.</p> <p>The agreement also defines parameters of acceptable data usage, restricts transfer to third parties for unauthorized or commercial purposes, and mutually limits each party's liability for use of the data.</p>			
MOTION: To adopt Resolution No. R-7-12.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-7-12

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF A MEMORANDUM OF AGREEMENT FOR GEOGRAPHIC INFORMATION
SYSTEM DATA SHARING WITH DUPAGE COUNTY, ILLINOIS**

WHEREAS, DuPage County and the Commission have each developed a Geographical Information System ("GIS") encompassing coincident geography and compatible technology, and

WHEREAS, DuPage County and the Commission desire to share and cooperatively use their GIS spatial data, and

WHEREAS, there is mutual public benefit to the Commission and DuPage County sharing spatial data in overlapping jurisdictions;

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

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

SECTION TWO: The Memorandum of Agreement for Data Sharing attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A shall be and hereby is approved (the "Agreement"), and the General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Agreement.

Resolution No. R-7-12

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2012.

Chairman

ATTEST:

Clerk

Board/Resolutions/2012/R-7-12.docx

EXHIBIT A

DuPage County, Illinois

MEMORANDUM OF AGREEMENT FOR DATA SHARING

March 16, 2012

THIS AGREEMENT is entered into between *DuPage County, Illinois* and *DuPage Water Commission* (hereinafter, "Parties") which are either users or developers of Geographic Information System (GIS) spatial data.

WHEREAS, the purpose of this agreement is to facilitate sharing and cooperative use of GIS spatial data; and

WHEREAS, each of the Parties is concerned with land use planning, transportation, and resource management within the boundaries of DuPage County and use GIS or other information technology to accomplish those goals; and

WHEREAS, there is significant overlap in the data needed for planning and analysis tasks to be accomplished and GIS data that may be developed or acquired for these purposes is expensive; and

WHEREAS, there is mutual public benefit to each of the Parties in sharing GIS data which will allow Parties to accomplish these goals at lower costs; and

NOW THEREFORE, the Parties agree to the cooperative process for the sharing of spatial data about DuPage County as follows:

1. Each Party to this agreement will make available to the other Parties any DuPage County located spatial data developed by the Parties insofar as the distribution of the spatial data is not limited by licenses, proprietary ownership, and cost sharing agreements or the Public Records Act.
2. Each Party shall also make available any updates of existing spatial data at a minimum on an annual basis.
3. No Party shall use any GIS data that is obtained under this Agreement for any commercial, for-profit activity or product.
4. The receiving Party may provide the data to an external person, agency or firm only for the purpose of obtaining a service that requires the use of the data. The external person, agency or firm will not be permitted to sell, give, utilize, or distribute the data beyond the scope of said service.
5. The receiving Party may display on a public Internet site map images only, and will not provide access to the underlying map data.
6. Data provided will not be used as a base for engineering design, establishing or reestablishing land boundaries, or as a substitute for an on-site survey for regulatory functions.
7. The Parties to this agreement shall use the spatial data provided by other Parties solely for their own purposes. No provision of this agreement shall limit the application of the Public Records Act (or, in the case of Federal Parties, the Freedom of Information Act) to the Parties to this agreement.
8. Each Party to this agreement shall accept spatial data from all other Parties "as is." In addition, each Party to this agreement shall hold harmless every other Party. Parties shall require any third Party users of this spatial data to agree in writing to hold harmless all Parties to this agreement.

9. The Parties to this agreement represent that the spatial data are complex and time sensitive and that they may contain some nonconformities, defects, or errors. The spatial data represent the best available information. The Parties to this agreement do not warrant that the spatial data will meet users' needs or expectations, or that all nonconformities, defects or errors can or will be corrected.

10. Any authorized use of information derived or generated from any spatial data provided pursuant to this Agreement in any product shall acknowledge the appropriate party to this agreement as the source, and include any qualifications deemed appropriate given the specific data quality and application of the derived information.

11. Both Parties agree to share the data in the format they use internally, without translation.

12. The receiving Party will not alter provided information in any manner. If any alterations are made by the receiving Party, the content of the data will no longer be the responsibility of the data provider.

13. Both Parties agree to limit access to each other's FTP data servers only to internal staff and any external person, agency, or firm under contract with Parties of this agreement that is providing a service that requires access to the GIS data.

14. This Agreement is an integrated Agreement and supersedes all prior negotiations, representations or agreements, written or oral, between the Parties concerning the sharing of GIS data.

15. Any amendments to this Agreement must be in writing, signed by all Parties involved.

16. This Agreement shall become effective upon its signature by all Parties involved and shall continue indefinitely.

17. Any Party may cancel this Agreement at any time, with or without cause upon written notification to all Parties involved.

DuPage County

DuPage Water Commission

Printed Name

Printed Name

Title

Address

Title

Date

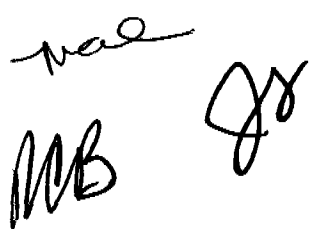
Date

Approval of Agreement Terms

Non-Approval of Agreement Terms

DATE: March 8, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Directing Advertisement for Bids on a Contract for the Construction of DuPage County Steeple Run Meter/Pressure Adjusting Station 9C (Contract MS-19/12) Resolution No. R-8-12	APPROVAL 	
Account Number: N/A			
Resolution No. R-8-12 would authorize advertisement for bids on a Contract for the Construction of DuPage County Steeple Run Meter/Pressure Adjusting Station 9C (Contract MS-19/12) and establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.			
MOTION: To adopt Resolution No. R-8-12.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-8-12

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
ON A CONTRACT FOR THE CONSTRUCTION OF DUPAGE COUNTY
STEEPLE RUN METER/PRESSURE ADJUSTING STATION 9C

(Contract MS-19/12)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Contract for the Construction of DuPage County Steeple Run Meter/Pressure Adjusting Station 9C— Contract MS-19/12" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

SECTION TWO: Notice Inviting Bids. The Notice inviting bids on the Contract shall be in substantially the form of the "Invitation for Bidder's Proposals" attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A.

SECTION THREE: Requirements for Bidding. Sealed envelopes or packages containing proposals for the performance of the Contract shall be submitted to the Commission in accordance with the "General Instructions to Bidders" substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit B, and the "Special Instructions to Bidders" substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit C.

SECTION FOUR: Awarding of Contract. The Commission will award the Contract to the bidder whose proposal is deemed by the Commission to be in the best interests of the Commission and the public. The bidder who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws, the General

Resolution No. R-8-12

Instructions to Bidders substantially in the form attached hereto as Exhibit B, and the Special Instructions to Bidders substantially in the form attached hereto as Exhibit C.

SECTION FIVE: Approval of Bonds. The approval of the contractor's faithful performance bonds shall be subject to the requirements set forth under the subheading "Performance and Payment Bonds" in the Invitation for Bidder's Proposals attached hereto as Exhibit A.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2012.

Chairman

ATTEST:

Clerk

EXHIBIT A

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DuPAGE COUNTY STEEPLE RUN METER/PRESSURE ADJUSTING STATION 9C
CONTRACT MS-19/12

INVITATION FOR BIDDER'S PROPOSALS

OWNER:
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

ENGINEER: AECOM USA, Inc.
303 East Wacker Drive
Suite 600
Chicago, Illinois 60601

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Construction of one metering station for Owner and one Pressure Adjusting Station for the County of DuPage, in a combined facility, including substructures, piping, valving, meters, electrical, instrumentation, architectural finishes and appurtenances, together with approximately XX lineal feet of 8-inch diameter watermain and connections to existing watermains, site work, and restoration, for a complete and operating installation (collectively, "Combined Meter/Pressure Adjusting Station 9C").

The Work shall be performed at the following Work Site:

From a connection to Owner's existing 42" Outer Belt Transmission Main at Naper Boulevard and Meadow Lake Drive to a point approximately 75 feet east of said connection on High Meadow Lane in Unincorporated Lisle Township, DuPage County.

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used. The Bid Package consists of the Bidding Documents and the Contract, both as hereinafter defined.

3. **The Bidding Documents**

The Bidding Documents consist of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Special Instructions to Bidders;
- (4) Addenda, if issued;
- (5) Bidder's Proposal;
- (6) Bidder's Sworn Acknowledgment;
- (7) Bidder's Sworn Work History Statement;
- (8) Form of Bid Bond;
- (9) Request for Additional Information, if any;
- (10) Bidder's Sworn Statement of Responsibility, if requested;
- (11) Other Information Submitted by Bidder, if requested; and
- (12) Notice of Award.

4. **The Contract**

The Contract consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Contract Agreement;
- (2) Contractor's Certification;
- (3) Schedule of Prices;
- (4) General Conditions of Contract;
- (5) Special Conditions of Contract;
- (6) Contract Drawings;

INVITATION

- (7) Specifications;
- (8) Form of Performance Bond;
- (9) Form of Labor and Material Payment Bond;
- (10) Prevailing Wage Ordinance; and
- (11) Addenda, if issued.

Engineer may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

5. Inspection and Examination

The Bidding Documents and the Contract may be examined at the offices of Owner and Engineer, as listed above. A copy of the Bidding Documents and the Contract may be purchased at the office of Engineer upon payment of \$[~~\$~~].00 per set, which fee is non-refundable. Persons requesting documents to be sent by mail shall include an additional \$[~~\$~~].00 per set to cover postage and handling.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bidding Documents, the Contract, and the conditions of the Work Site and the surrounding area.

6. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until [] o'clock, [].m., local time, [**BID OPENING DATE**], at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

7. Bid Security, Bonds, and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal

INVITATION

Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the form included in the Contract and from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract Agreement, Article IV of the General Conditions of Contract, and Section 3 of the Special Conditions of Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this [] day of [MONTH], 2012.

DuPAGE WATER COMMISSION

By: /s/ John F. Spatz Jr.
General Manager

EXHIBIT B

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DuPAGE COUNTY STEEPLE RUN METER/PRESSURE ADJUSTING STATION 9C
CONTRACT MS-19/12

GENERAL INSTRUCTIONS TO BIDDERS

1. Examination of Bidding Documents, Contract, and Work Site

A. Bidding Documents and the Contract. Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract as defined in the Invitation for Bidder's Proposals and included in this Bid Package. The Contract contains provisions applicable not only to the successful Bidder but also to all of its Subcontractors and Suppliers. In making copies of the Bidding Documents and the Contract available to prospective Bidders, Owner and Engineer do so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

B. Work and Work Site Conditions. Each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bidding Documents or the Contract; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. In examining the Work Site and the surrounding area, special attention shall be given to the cost and feasibility of the Work to be performed thereon, including the arrangement and conditions of existing or proposed structures that will affect, or that will be affected by, the Work; the procedures necessary for maintenance of uninterrupted operations; the need to interrupt operations for any reason; and the availability and cost of the means and methods of accomplishing the Work. Any prospective Bidder desiring to make borings, explorations or observations to determine conditions at or around the Work Site shall obtain permission from Owner or from any other property owner, as appropriate, prior to commencement of any such activity.

Notwithstanding anything set forth in this Subsection 1B, it shall remain the successful Bidder's responsibility to (i) determine during construction the presence and location of any underground obstructions and to make adjustments in the alignment or grade of the Work to pass around, over, or under them, and (ii) determine during construction the presence and location of any adverse soil conditions and to take all necessary action to eliminate, address, or otherwise deal with such adverse soil conditions, all without any equitable adjustment in the Contract Time or, except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract included in this Bid Package, the Contract Price.

GENERAL INSTRUCTIONS

C. Quantities. Each prospective Bidder shall, before submitting its Bidder's Proposal, satisfy itself, by personal inspection and investigation of the Work Site or by such other appropriate and lawful means as it may wish, as to the correctness of any quantities listed in the Bidding Documents.

D. Equipment, Materials, and Supplies. Each Bidder shall base its Bidder's Proposal on new, undamaged, first-quality equipment, materials, and supplies complying fully with the Contract, and in the event any Bidder names or includes in its Bidder's Proposal equipment, materials, or supplies that do not conform, such Bidder shall, if awarded the Contract, be responsible for furnishing equipment, materials, and supplies that fully conform to the Contract at no increase in the Bidder's Price Proposal.

E. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations is shown or indicated on the Contract Drawings included in this Bid Package, is distributed with the Bidding Documents or the Contract, or is otherwise made available to any prospective Bidder by Owner, such information is shown, indicated, distributed, or made available solely for the convenience of such prospective Bidder and is not part of the Bidding Documents or the Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

F. Representation and Warranty of Bidder. Each Bidder submitting a Bidder's Proposal expressly thereby represents and warrants that it has had an adequate period of time to conduct, and has conducted, the independent examinations, inspections and investigations required by these General Instructions to Bidders. Each Bidder submitting a Bidder's Proposal expressly thereby further represents and warrants that Bidder's Price Proposal includes such allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work as the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price or Contract Time.

G. Remedies for Failure to Comply. The successful Bidder will be responsible for all errors in its Bidder's Proposal resulting from such Bidder's failure or neglect to comply with these General Instructions to Bidders. The successful Bidder shall bear all damages and costs associated therewith, arising therefrom, or resulting from matters or conditions first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for Bond or insurance

GENERAL INSTRUCTIONS

premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

2. Interpretation of the Bidding Documents and the Contract

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used.

B. Implied Terms. If any workmanship, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such workmanship, equipment, materials, or supplies to be implied and shall provide for such workmanship, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Addenda. No interpretation of the Bidding Documents or the Contract will be made except by written addendum duly issued by Engineer or Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bidding Documents or the Contract, as the case may be. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bidding Documents or the Contract, such prospective Bidder shall submit to Owner or Engineer a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

D. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle

GENERAL INSTRUCTIONS

such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

3. Calculation of Unit Price Proposals and Compensation

On all items for which Bidder's Proposals are to be received on a unit price basis, Bidder's Proposals will be compared on the basis of the approximate number of units stated in the Bidding Documents multiplied by each Bidder's respective Price Proposal for each Unit Price Item.

Payment on the Contract for each Unit Price Item will be based on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract.

The approximate quantities stated in the Bidding Documents shall not be used in establishing the compensation due under the Contract. Such stated quantities are Engineer's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Any increases in the number of units of Unit Price Items required to complete the Work resulting from risks or changes in the Work that the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price shall be paid for at the respective Price Proposal for each such Unit Price Item.

No Bidder shall, after submission of its Bidder's Proposal, dispute or complain of any estimate of Unit Price Items contained in the Bidding Documents nor assert that there was any misunderstanding in regard to the nature or amount of Work to be done.

4. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in this Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

5. Taxes and Benefits

Owner is exempt from state and local sales, use and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder. The successful Bidder shall be required to reimburse Owner for any such taxes paid.

GENERAL INSTRUCTIONS

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. It shall be the sole responsibility of each prospective Bidder to determine the applicability and amount of such taxes, contributions, and premiums and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Permits and Licenses

Except as otherwise expressly provided in the Special Conditions of Contract included in this Bid Package, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal. The successful Bidder shall be required to display all permits, licenses and other approvals and authorizations as required by law.

7. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in this Bid Package. Entries on the Bidder's Proposal form shall be typed or legibly written in ink.

Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank, except as may be otherwise provided in the Special Instructions to Bidders included in this Bid Package.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for by the Bidding Documents may be rejected or interpreted so as to be most favorable to Owner.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are separated from this bound Bid Package may be rejected.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued for the Bidding Documents and the Contract and shall include in the

GENERAL INSTRUCTIONS

place provided therefor in the Bidder's Proposal form a listing of all such Addenda. Bidder's Proposals that fail to comply with this Instruction may be rejected.

Each Bidder shall complete, sign as required pursuant to Section 8 of these General Instructions to Bidders, and submit with its Bidder's Proposal all of the following documentation:

- (1) Bidder's Sworn Acknowledgment included in this Bid Package;
- (2) Bidder's Sworn Work History Statement included in this Bid Package;
- (3) Bid Security as required by Section 9 of these General Instructions to Bidders;
- (4) Surety Commitment Letter as specified in the Invitation for Bidder's Proposals;
- (5) Insurance Commitment Letter as specified in the Invitation for Bidder's Proposals; and
- (6) Such other documentation, if any, as may be required by any Special Instructions to Bidders included in this Bid Package.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 8 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 8 of these General Instructions to Bidders may nevertheless be rejected.

If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

8. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation. A certified copy of a resolution of the Board of Directors of the corporation evidencing the authority of the

GENERAL INSTRUCTIONS

officials signing and attesting the Bidder's Proposal to do so shall be attached to it.

- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by all of the general partners of such partnership evidencing authority of such attorney-in-fact to sign the Bidder's Proposal.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by such individual evidencing the authority of such attorney-in-fact to sign the proposal.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2) and (3) above or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by each signatory to the joint venture agreement evidencing the authority of such attorney-in-fact to sign the proposal.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Other Documents. The signature requirements set forth in Subsection 8A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

9. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid

GENERAL INSTRUCTIONS

Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) if Bidder is determined to be one of the Most Favorable Bidders (see Section 14B below), Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract Agreement, the Contractor's Certification, and all other required documentation related to the Contract.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the Most Favorable Bidders within five Days after the opening of Bidder's Proposals, and to the Most Favorable Bidders within five Days after execution of the Contract Agreement by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Most Favorable Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

10. Surety and Insurance Commitments

Every Bidder's Proposal shall be accompanied by:

- (1) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.
- (2) A letter from Bidder's insurance carrier or its agent certifying that said insurer has read the insurance requirements set forth in the Contract and will issue the required certificates

GENERAL INSTRUCTIONS

and policies of insurance upon award of the Contract to Bidder.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

11. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with the required Bid Security (see Section 9), the required surety and insurance commitment letters (see Section 10) and all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All documents designated in the Bidding Documents or the Contract, including any Addenda, will be considered part of each Bidder's Proposal whether attached or not. The Bidder's Proposal form shall not be removed from this bound Bid Package.

12. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 8 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 Days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 Day period, provided that a request in writing, executed by Bidder in the manner specified in Section 8 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 Day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

13. **Public Opening of Bidder's Proposals**

Bidder's Proposals will be opened and the Price Proposals will be read aloud publicly at the time and place indicated in the Invitation for Bidder's Proposals or as soon thereafter as possible. Bidders or their agents are invited to be present. All Bidder's Proposals received after the specified time of opening will be returned unopened.

GENERAL INSTRUCTIONS

14. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Most Favorable Bidders. A preliminary determination as to eligibility of up to three Bidders (herein referred to as "Most Favorable Bidders") who shall be eligible for further consideration shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Bidding Documents or the Contract or that Owner may legally consider in making its determination. The making of such a preliminary determination shall not waive Owner's right to reject any and all Bidder's Proposals nor waive such other rights as are set forth in Section 16 of these General Instructions to Bidders.

C. Final Determination. The final selection of the successful Bidder from among the Most Favorable Bidders shall be made on the basis of the above-mentioned factors and any additional information that may be requested of all or any one or more of the Most Favorable Bidders. Such additional information may include, but is not limited to, a listing of available personnel, plant and equipment; a description of current work loads and any pending bids or proposals; financial and litigation statements; and any other pertinent information. If such additional information is required, Owner shall issue a Request for Additional Information in the form included in this Bid Package to one or more of the Most Favorable Bidders. In the event Owner issues a Request for Additional Information, the responding Bidder shall provide such information within two business days after receipt of said Request for Additional Information or such other period as may be set forth therein. Failure to so answer shall, at Owner's option, be grounds for the imposition of liquidated damages, as more specifically set forth in Section 9 above.

15. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested, as a principal, in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 15A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or

GENERAL INSTRUCTIONS

not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a Subcontractor or Supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

D. Deficiencies. Owner expressly reserves the right in its sole and absolute discretion to disqualify any Bidder that:

- (1) submits a Bidder's Proposal that does not contain a lump sum or unit price for each pay item requested;
- (2) submits a Bidder's Proposal on a form other than the Bidder's Proposal form included in the Bidding Documents or alters such form or detaches any part of such form from this bound Bid Package;
- (3) submits a Bidder's Proposal that contains omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Bidder's Proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters;
- (4) submits an unsigned or improperly signed Bidder's Proposal;
- (5) submits a Bidder's Proposal containing any provision reserving the right to accept or reject an award or to enter into a Contract pursuant to award; or
- (6) submits a Bidder's Proposal that is not prepared in ink.

If the deficient Bidder is not disqualified, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders and any Special Instructions to Bidders included in this Bid Package.

16. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of

GENERAL INSTRUCTIONS

Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing expressly rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 Days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 Day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 12 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

17. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in this Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

18. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth Day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

GENERAL INSTRUCTIONS

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 8), date as of the Closing Date, and submit to Owner all five copies of the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Powers of Attorney and authorizing resolutions, if any (see Section 8), and five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract Agreement, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 9 above. If the submitted documents or any of them fail to comply with the Bidding Documents or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract Agreement until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with the Bidding Documents and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract Agreement, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

19. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to otherwise fail or refuse to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 9 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

20. Time of Starting and Completion

Work shall commence, shall be continuously and diligently prosecuted, and shall be completed within the Contract Time stated in the Contract.

GENERAL INSTRUCTIONS

BIDDERS ARE DIRECTED TO THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR PROVISIONS CONCERNING COORDINATION OF THE WORK WITH OTHER WORK BEING UNDERTAKEN BY OR FOR OWNER. NO CLAIMS FOR DELAY OR INTERFERENCE BASED ON ANY SUCH OTHER WORK WILL BE ALLOWED.

BIDDERS ARE DIRECTED TO THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR PROVISIONS, IF ANY, RELATED TO LIQUIDATED DAMAGES FOR DELAYS IN COMPLETION OF THE WORK OR ANY PORTION THEREOF.

21. Confidentiality

Each Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Owner shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner prior to its submission by Bidder, or such information was properly obtained or developed independently by Owner, or Bidder consents to such disclosure. Notwithstanding the foregoing, each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

EXHIBIT C

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DuPAGE COUNTY STEEPLE RUN METER/PRESSURE ADJUSTING STATION 9C
CONTRACT MS-19/12

SPECIAL INSTRUCTIONS TO BIDDERS

1. Special Bidding Considerations

Bidders are specifically instructed to note the materials, equipment, supplies and services to be furnished by Owner, as set forth in Subsection **[XX]** of the Special Conditions of Contract included in this Bid Package, and to exclude such costs from their Price Proposal accordingly.

2. Special Construction Considerations

A. Permits. As noted in the Special Conditions of Contract included in this Bid Package, Owner shall obtain the necessary permits from the Illinois Environmental Protection Agency. The successful Bidder shall be required to familiarize itself with the provisions of such permits and comply therewith.

The successful Bidder shall be required to obtain, pay for, and furnish to Owner copies of, all other permits, licenses, and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith. The successful Bidder shall be required to pay all fees, give all notices, and take all other necessary actions that may be necessary to insure that the Work is performed in accordance with all applicable laws. See Sections 1.1 and 6.11 of the Contract Agreement included in this Bid Package. The successful Bidder shall be required to make all necessary arrangements for carrying out the Work with the utility companies and any authorities involved. See Article I of the Contract Agreement and Article I of the General Conditions of Contract included in this Bid Package.

The following Persons have been contacted in reference to the above:

[TO BE ADDED BY CTE]


SPECIAL INSTRUCTIONS

It is the successful Bidder's responsibility to confirm or establish all such agencies and their requirements, especially in relationship to bonding, insurance, permits and traffic control and protection.

B. Work Site Access and Construction Operations. Access to the Work Site and construction operations are limited as set forth in Subsection **[XX]** of the Special Conditions to Contract included in this Bid Package. Bidders are to familiarize themselves with the Work Site. If additional access or construction operation areas are needed, the successful Bidder shall be required to make such arrangements, at its own cost, with the appropriate Person or Persons.

C. Special Conditions of Contract. The Special Conditions of Contract delineate some but not all of the special requirements for Work to be performed on both public and private property not owned by Owner. The successful Bidder shall be required to familiarize itself with the provisions of all applicable easements or other agreements between the Owner and the various property owners on whose property the Work is to be performed and to comply therewith. Bidders may examine at the offices of Engineer or Owner available easement or other agreements pertaining to the Work Site. The successful Bidder shall be required to comply with all of the terms and conditions of such intergovernmental, easement or other agreement whether separately specified in the Special Conditions of Contract or not. In addition, some of the requirements delineated are taken from intergovernmental, easement or other agreements which have not yet been finalized. Accordingly, Bidders are instructed to note that the terms and conditions of any such non-final agreements may be subject to change and that additional special requirements may be added at a later date.

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Pipeline
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-9/11 at the March 15, 2012, DuPage Water Commission Meeting Resolution No. R-9-12	APPROVAL 
<p>Account Number: 01-60-6631</p> <p>The Commission entered into certain agreements dated July 1, 2011 with Airy's Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-9-12 would approve the following Work Authorization Orders under the Quick Response Contracts:</p> <p>Work Authorization Order No. 003 to Airy's Inc.: During annual exercising and inspection of distribution system valves, a number of manholes were found to contain a buildup of debris. The debris is primarily dirt and road debris such as asphalt grindings. If allowed to remain place the debris could pose safety risks during confined space entries and may contribute to premature failure of valve gearboxes.</p> <p>Approval of this Work Authorization would authorize Airy's Inc. to remove and dispose of, by mechanical vacuum methods and to the satisfaction of the Commission, debris at 28 manholes, the location and types of which are described in Attachment A to the Work Authorization.</p> <p>The cost of this work is not known but is estimated to be \$12,600.00</p>	
<p>MOTION: To adopt Resolution No. R-9-12.</p>	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-9-12

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-9/11 AT THE
MARCH 15, 2012, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated July 1, 2011, with Airy's Inc. 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-9/11"); and

WHEREAS, Contract QR-9/11 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 approved and, if already issued, ratified because the Board of Commissioners of the

Resolution No. R-9-12

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2012.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-9-12.docx

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-9/11: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-9.003

LOCATION:

Various locations as noted in Attachment A to this Work Authorization.

CONTRACTOR:

Airy's Inc.

DESCRIPTION OF WORK:

Provide traffic controls and remove and dispose of debris in manholes by mechanical vacuum means.

REASON FOR WORK:

To remove and dispose of debris in manholes, the location and types of which are described in Attachment A to this Work Authorization Order No. 3.

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: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:


By: _____ Safety Rep: _____
Signature of Authorized Name and 24-Hr Phone No.
Representative

DATE: _____

Attachment A**DuPage Water Commission distribution system vaults requiring HydroVac service**

Plan Set	Station number	Page Number	Unit
TW-1	109+75	11	Butterfly Valve
TW-1	109+90	11	Air Release
TW-1	114+50	11	Air Release
TN	166+92	14	Air Release
TN	381+95	29	Air Release
TN	400+98	31	Air Release
TN	410+36	31	Air Release
TN	446+44	34	Air Release
TN	457+04	35	Air Release
TN	481+43	37	Air Release
TN	527+07	40	Air Release
TN	547+24	42	Air Release
TN	547+50	42	Butterfly Valve
TN	547+68	42	Air Release
TN	563+53	43	Air Release
TN	576+74	44	Air Release
TN	604+58	46	Air Release
TN	604+84	46	Butterfly Valve
TN	605+02	46	Air Release
TSW 3/98	65+06	6	Butterfly Valve
TOB	613+50	47	Butterfly Valve
TOB	624+40	48	Butterfly Valve
TOB	692+95	53	Air Release
TOB	733+11	56	Air Release
TOB	738+48	56	Air Release
TOB	751+66	57	Air Release
TOB	756+87	57	Butterfly Valve
TOB	769+20	58	Butterfly Valve

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Operations												
ITEM A Resolution Awarding a Contract for Landscape Maintenance Services Resolution No. R-10-12	APPROVAL 												
<p>Account Number: 01-60-6290</p> <p>The proposed Tentative Draft Management Budget for Fiscal Year 2012-2013 includes \$35,000.00 in account number 01-60-6290 for Landscape Maintenance Services at the DuPage Water Commission pumping station and remote standpipe locations.</p> <p>The Commission solicited sealed proposals for a three-year Landscape Maintenance Services contract at the DuPage Pumping Station and remote standpipe locations by direct invitation, as well as by notice published in the <i>Chicago Tribune</i> on February 15, 2012 and by posting notice of the solicitation on the Commission's website starting on February 15, 2012 and ending on February 29, 2012. Sealed proposals were received until 10:00 a.m., local time, February 29, 2012, at which time all proposals were publicly opened and read aloud.</p> <p>Of the twelve (12) companies that requested copies of the Request for Proposals (RFP) document, six (6) proposals were received (see tabulation below). Of the six (6) proposals received, the three lowest bidders, The Brickman Group Ltd., Acres Group, and KGI Landscaping Company, formally requested permission to withdraw their proposals (see attached letters) because, among other reasons, they: misunderstood or neglected to factor into their bids the three-year term of the contract; miscalculated their unit price costs; and/or misunderstood or neglected to factor into their bids the total area of the DuPage Pumping Station work which included newly landscaped areas that had been transformed under the PSD-7 construction project.</p>													
<table border="1"> <tr> <td>The Brickman Group Ltd.</td> <td>\$ 19,292.97</td> </tr> <tr> <td>Acres Group</td> <td>\$ 28,826</td> </tr> <tr> <td>KGI Landscaping Company</td> <td>\$ 37,923</td> </tr> <tr> <td>The T.L.C. Group, Ltd.</td> <td>\$ 50,430</td> </tr> <tr> <td>Ground Pros Inc.</td> <td>\$ 55,761</td> </tr> <tr> <td>Olive Grove Landscaping, Inc.</td> <td>\$ 95,295</td> </tr> </table>		The Brickman Group Ltd.	\$ 19,292.97	Acres Group	\$ 28,826	KGI Landscaping Company	\$ 37,923	The T.L.C. Group, Ltd.	\$ 50,430	Ground Pros Inc.	\$ 55,761	Olive Grove Landscaping, Inc.	\$ 95,295
The Brickman Group Ltd.	\$ 19,292.97												
Acres Group	\$ 28,826												
KGI Landscaping Company	\$ 37,923												
The T.L.C. Group, Ltd.	\$ 50,430												
Ground Pros Inc.	\$ 55,761												
Olive Grove Landscaping, Inc.	\$ 95,295												
<p>Resolution No. R-10-12 would approve the withdrawal requests and award the Contract for Landscape Maintenance Services to The T.L.C. Group, Ltd. for the unit prices set forth in its contract/proposal, initially amounting to \$50,430.00 over a three-year term.</p>													
<p>MOTION: To adopt Resolution No. R-10-12.</p>													



March 1, 2012

Attention: John Spatz
General Manager
DuPage Water Commission
600 E. Butterfield Rd.
Elmhurst, IL 60126

Re: 2012 Landscape Maintenance Proposal Withdraw

Dear John:

Brickman is withdrawing its proposal for the 2012 -2014 Landscape Maintenance. We apologize for the inconvenience and we regret loosing the opportunity to have our bid excepted. The proposed \$19,295.00 was for one (1) season. For three (3) seasons it would be \$57,885.00. We apologize for the misunderstanding and regretfully withdraw our bid.

Please consider us for future bids.

Sincerely,

THE BRICKMAN GROUP, LTD.

Gary L. MulviHill
Account Manager

GLM/gm

Enclosure

KGI LANDSCAPING
PO BOX 265
Skokie, IL 60076
847-675-4221
Fax: 847-679-4221
kgilandscaping@gmail.com

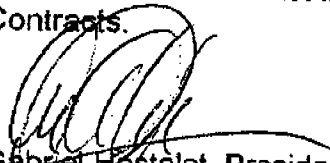
John Spatz
General Manager
DuPage Water Commission

Mike Weed
Operations Supervisor
DuPage Water Commission

600 E. Butterfield Rd.
Elmhurst, IL 60126
630-834-0100
630-834-0120 Fax

March 1, 2012

I formally request to allow KGI Landscaping to withdraw from the 2012 Landscape Maintenance Services for the DuPage Water Commission Contract due to the fact that our estimate was based on one year, like previous Contracts.


Gabriel Hostalet, President
KGI Landscaping Company



610 W. Liberty Street
Wauconda, Illinois 60084
847/526-4554
Fax 847/526-4596

23940 Andrew Road
Plainfield, Illinois 60544
815/439-2022
Fax 815/609-3643

Dupage Water Commission Bid Withdrawl

This letter is to state that The Acres Group respectfully wishes to withdraw their bid for the Landscape Maintenance Service contract for the DuPage Water Commission property and the 4 standpipe locations for the 2012 – 2014 landscape seasons.

Please feel free to contact me if you have any questions.

Regards,

A handwritten signature in cursive script that reads 'Kerry Schneider'. The signature is written in black ink and is positioned below the typed name.

**Kerry Schneider
Business Development Manager
(630) 461 - 0038**

DUPAGE WATER COMMISSION

RESOLUTION NO. R-10-12

A RESOLUTION AWARDING A
CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES

WHEREAS, sealed proposals for the Landscape Maintenance Services Contract were received on February 29, 2012; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it would be in the interests of the Commission to allow The Brickman Group Ltd., Acres Group, and KGI Landscaping Company to withdraw their proposals in accordance with their requests; and

WHEREAS, based upon staff's review of the proposals received, the Board of Commissioners of the DuPage Water Commission has also determined that the proposal of The T.L.C. Group, Ltd. was the most favorable to the interests of the Commission; and

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 as findings of the DuPage Water Commission.

SECTION TWO: The DuPage Water Commission hereby awards the Landscape Maintenance Services Contract to The T.L.C. Group, Ltd., Inc. for the unit prices set forth in its Contract/Proposal, initially amounting to \$50,430.00 over a three-year term, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the

Resolution No. R-10-12

Commission in accordance with the Request for Proposals document that is acceptable to the DuPage Water Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2012.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-10-12.docx



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager
FROM: Baker Tilly, Consultant
DATE: March 8, 2012
SUBJECT: Accounts Payable Listings

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

February 8, 2012 to March 6, 2012 A/P Report	\$4,547,662.67
Accrued and estimated payments required before April 2012 Commission meeting	<u>939,037.00</u>
Total	<u>\$5,486,699.67</u>

cc: Chairman and Commissioners

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 4-18-12
Board Meeting Date: March 15, 2012**

<u>Estimate Amount</u>	<u>Description</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>
60,000.00	Blue Cross Blue Shield - Health Insurance			
6,000.00	Principal - Dental Insurance			
10,000.00	Illinois Public Risk Fund - Workers Comp.			
220.00	Envision Health Care - Administration Fees			
500,000.00	Exelon Energy for - Utility Charges			
20,000.00	ComEd - Utility Charges			
30,000.00	City of Chicago - Lexington. Labor			
180,000.00	City of Chicago - Lexington. Electric			
60,000.00	City of Chicago - Lexington. Repairs & Maint			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
210.00	Comcast - Internet Service			
2,000.00	AT & T - Telephone Charges			
2,000.00	Nextel - Cell Phone Charges			
1,800.00	Fed - Ex - Postage/Delivery			
5,000.00	Business Card - Toll Charges			
1,000.00	Home Depot - Maintenance Supplies			
500.00	Waste Management - Disposal Services			
1,000.00	Mels - Maintenance Supplies			
1,000.00	Menards - Maintenance Supplies			
1,500.00	Konica Minolta - Copy and Lease Charges			
500.00	West Law - Monthly Subscription/Books			
4,000.00	Laner Muchin - Legal Services			
2,500.00	Airy's Inc - QR Repairs			
505.00	Specialty Mat - Carpet Cleaning Service			
31,000.00	Baker Tilly			
26.00	Aramark - Coffee Supplies			
120.00	My Office Products - Office Supplies			
660.00	Office Depot - Office Supplies			
460.00	Infor - Consulting Services			
36.00	Tree Towns Reprographics - Digi Bond Copy			
<u>939,037.00</u>				

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	2012-13	1/31/12	1/31/12	N	JANITORIAL SVC: JAN 2012	1,361.01	
	DISB	2/29/12			PO: 13742	1,361.01	
				01	-60-6290 JANITORIAL SVC: JAN 2012		1,591.00
				01	-60-6852 JANITORIAL SVC: JAN 2012		229.99CR

===== TOTALS: GROSS: 1,361.01 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,361.01 =====

01-1663 AECOM

INV	60224329-03	2/14/12	2/14/12	N	JOINT CONNECT STEEPLE RUN	9,596.81	
	DISB	2/24/12			PO: 13715	9,596.81	
				01	-60-7111.02 JOINT CONNECT STEEPLE RUN		4,213.19
				01	-2612.08 JOINT CONNECT STEEPLE RUN		5,383.62

===== TOTALS: GROSS: 9,596.81 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 9,596.81 =====

01-1306 AMWA

INV	201202243417	2/13/12	2/13/12	N	2012 DUES	7,897.93	
	DISB	2/24/12			PO: 13710	7,897.93	
				01	-60-6540 2012 DUES		7,897.93

===== TOTALS: GROSS: 7,897.93 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 7,897.93 =====

01-1595 ARGUS-HAZCO

INV	06003067	2/21/12	3/23/12	N	FLOW TESTING	382.46	
	DISB	2/28/12			PO: 13553	382.46	
				01	-60-6627 FLOW TESTING		382.46

===== TOTALS: GROSS: 382.46 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 382.46 =====

01-1012 BAXTER AND WOODMAN

INV	0161301	2/23/12	2/23/12	N	SCADA/INSTRUMENTATION	110.00	
	DISB	2/29/12			PO:	110.00	
				01	-60-6623 SCADA/INSTRUMENTATION		110.00

===== TOTALS: GROSS: 110.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 110.00 =====

01-1802 BAKER TILLY VIRCHOW KRAUSE

INV	BT566371	1/30/12	1/30/12	N	JAN 2012 PROFESSIONAL SERVICES	19,545.00	
	DISB	2/21/12			PO: 13698	19,545.00	
				01	-60-6290 JAN 2012 PROFESSIONAL SERVICES		19,545.00

===== TOTALS: GROSS: 19,545.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 19,545.00 =====

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	

01-1135 CITY OF CHICAGO SUPERINTEN

INV	201203053450	2/29/12	3/01/12	N	WATER BILLING;FEBRUARY 2012		4,455,320.62	
	DISB	2/29/12			PO:		4,455,320.62	
				01	-1398 WATER BILLING;FEBRUARY 2012			495,035.63CR
				01	-60-6611.01 WATER BILLING;FEBRUARY 2012			4,950,356.25

===== TOTALS: GROSS: 4,455,320.62 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 4,455,320.62 =====

01-1179 CHICAGO TRIBUNE

INV	404644	2/29/12	3/16/12	N	CLASSIFIED LISTING		525.00	
	DISB	3/06/12			PO: 13689		525.00	
				01	-60-6258 CLASSIFIED LISTING			525.00

===== TOTALS: GROSS: 525.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 525.00 =====

01-1091 CINTAS FIRST AID & SAFETY

INV	0343762135	2/08/12	2/08/12	N	FIRST AID SUPPLIES		234.38	
	DISB	2/14/12			PO: 13696		234.38	
				01	-60-6627 FIRST AID SUPPLIES			234.38

===== TOTALS: GROSS: 234.38 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 234.38 =====

01-1821 COLLEY ELEVATOR COMPANY

INV	110728	2/08/12	2/08/12	N	QUARTERLY ELEVATOR MAINTENANCE		160.00	
	DISB	2/14/12			PO: 13692		160.00	
				01	-60-6290 QUARTERLY ELEVATOR MAINTENANCE			160.00

===== TOTALS: GROSS: 160.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 160.00 =====

01-1143 DISCOUNT TIRE CO. INC.

INV	8793116	2/21/12	2/21/12	N	VEHICLE MAINTENANCE: M153835		34.75	
	DISB	2/24/12			PO: 13711		34.75	
				01	-60-6641 VEHICLE MAINTENANCE: M153835			34.75

===== TOTALS: GROSS: 34.75 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 34.75 =====

01-1189 DREISILKER ELECTRIC MOTORS

INV	I799770	2/29/12	3/01/12	N	REPAIR SHOP LABOR		1,792.00	
	DISB	3/06/12			PO: 13696		1,792.00	
				01	-60-6621 REPAIR SHOP LABOR			1,792.00

===== TOTALS: GROSS: 1,792.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,792.00 =====

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	

01-1674	ECO	PROMOTIONAL PRODUCTS,									
	INV	11513	2/28/12	2/28/12		Y		TOLIET LEAK DETECTION TABLETS		387.00	
	DISB		2/29/12					PO: 13695		387.00	
						01	-60-6210	TOLIET LEAK DETECTION TABLETS			387.00
	INV	11517	3/01/12	3/01/12		Y		DROPLET RAIN GAUGE		1,185.86	
	DISB		3/06/12					PO: 13695		1,185.86	
						01	-60-6210	DROPLET RAIN GAUGE			1,185.86
===== TOTALS: GROSS: 1,572.86 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,572.86 =====											
01-1569	EDWARD	COUGHLIN									
	INV	201203023432	2/16/12	2/16/12		Y		SECURITY: 2/16/12		100.00	
	DISB		2/29/12					PO:		100.00	
						01	-60-6191	SECURITY: 2/16/12			100.00
===== TOTALS: GROSS: 100.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 100.00 =====											
01-1654	ELECSYS	CORPORATION									
	INV	103461	2/21/12	2/21/12		Y		DEFAULT CP GRP MSGS: FEB 2012		90.00	
	DISB		2/29/12					PO:		90.00	
						01	-60-6514.02	DEFAULT CP GRP MSGS: FEB 2012			90.00
===== TOTALS: GROSS: 90.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 90.00 =====											
01-1140	CITY OF	ELMHURST									
	INV	201203023435	2/29/12	3/01/12		N		VEHICLE STICKER 12/13 M134705		36.00	
	DISB		2/29/12					PO: 13744		36.00	
						01	-60-6643	VEHICLE STICKER 12/13 M134705			36.00
	INV	201203023436	2/29/12	3/01/12		N		VEHICLE STICKER 12/13 M79697		126.00	
	DISB		2/29/12					PO: 13744		126.00	
						01	-60-6643	VEHICLE STICKER 12/13 M79697			126.00
	INV	201203023437	2/29/12	3/01/12		N		VEHICLE STICKER 12/13 M66159		36.00	
	DISB		2/29/12					PO: 13744		36.00	
						01	-60-6643	VEHICLE STICKER 12/13 M66159			36.00
	INV	201203023438	2/29/12	3/01/12		N		VEHICLE STICKER 12/13 M78556		126.00	
	DISB		2/29/12					PO: 13744		126.00	
						01	-60-6643	VEHICLE STICKER 12/13 M78556			126.00
	INV	201203023439	2/29/12	3/01/12		N		VEHICLE STICKER 12/13 M63637		36.00	
	DISB		2/29/12					PO: 13744		36.00	

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	

01-1140 CITY OF ELMHURST		** CONTINUED **						
					01	-60-6643 VEHICLE STICKER 12/13 M63637		36.00
INV	201203023440	2/29/12	3/01/12		N	VEHICLE STICKER 12/13 M166601	90.00	
	DISB	2/29/12				PO: 13744	90.00	
					01	-60-6643 VEHICLE STICKER 12/13 M166601		90.00
INV	201203023441	2/29/12	3/01/12		N	VEHICLE STICKER 12/13 M175659	36.00	
	DISB	2/29/12				PO: 13744	36.00	
					01	-60-6643 VEHICLE STICKER 12/13 M175659		36.00
INV	201203023442	2/29/12	3/01/12		N	VEHICLE STICKER 12/13 M80328	90.00	
	DISB	2/29/12				PO: 13744	90.00	
					01	-60-6643 VEHICLE STICKER 12/13 M80328		90.00
INV	201203023443	2/29/12	3/01/12		N	VEHICLE STICKER 12/13 M149226	126.00	
	DISB	2/29/12				PO: 13744	126.00	
					01	-60-6643 VEHICLE STICKER 12/13 M149226		126.00
INV	201203023444	2/29/12	3/01/12		N	VEHICLE STICKER 12/13 M153835	126.00	
	DISB	2/29/12				PO: 13744	126.00	
					01	-60-6643 VEHICLE STICKER 12/13 M153835		126.00
INV	201203023445	2/29/12	3/01/12		N	VEHICLE STICKER 12/13 M169815	126.00	
	DISB	2/29/12				PO: 13744	126.00	
					01	-60-6643 VEHICLE STICKER 12/13 M169815		126.00
INV	201203023446	2/29/12	3/01/12		N	VEHICLE STICKER 12/13 M184222	36.00	
	DISB	2/29/12				PO: 13744	36.00	
					01	-60-6643 VEHICLE STICKER 12/13 M184222		36.00
INV	201203023447	2/29/12	3/01/12		N	VEHICLE STICKER 12/13 M127481	90.00	
	DISB	2/29/12				PO: 13744	90.00	
					01	-60-6643 VEHICLE STICKER 12/13 M127481		90.00
INV	201203023448	2/29/12	3/01/12		N	VEHICLE STICKER 12/13 M99818	90.00	
	DISB	2/29/12				PO: 13744	90.00	
					01	-60-6643 VEHICLE STICKER 12/13 M99818		90.00
INV	201203023449	2/29/12	3/01/12		N	VEHICLE STICKER 12/13 M176151	36.00	
	DISB	2/29/12				PO: 13744	36.00	
					01	-60-6643 VEHICLE STICKER 12/13 M176151		36.00

----- TOTALS: GROSS: 1,206.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,206.00 -----

01-1097	ELMHURST PLAZA STANDARD IN							
INV	35804	2/16/12	2/16/12		N	VEHICLE REPAIR: M153835	343.89	
	DISB	2/24/12				PO: 13728	343.89	

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	

01-1097		ELMHURST PLAZA STANDARD IN** CONTINUED **									
						01	-60-6641	VEHICLE REPAIR: M153835			343.89
===== TOTALS: GROSS: 343.89 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 343.89 =====											
01-1446		EN ENGINEERING, LLC									
	INV	0032442	2/07/12	3/09/12		N		ANNUAL TEST POINT READS		6,552.00	
		DISB	2/21/12					PO: 13708		6,552.00	
						01	-60-6632	ANNUAL TEST POINT READS			6,552.00
	INV	0032443	2/07/12	3/09/12		N		CIS		1,924.00	
		DISB	2/21/12					PO: 13705		1,924.00	
						01	-60-6632	CIS			1,924.00
	INV	0032455	2/07/12	3/09/12		N		IND CORROSION ASSISTANCE 2012		1,907.58	
		DISB	2/21/12					PO: 13702		1,907.58	
						01	-60-6632	IND CORROSION ASSISTANCE 2012			1,907.58
===== TOTALS: GROSS: 10,383.58 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 10,383.58 =====											
01-1570		FIVE STAR SAFETY EQUIPMENT									
	INV	2443273	2/15/12	3/17/12		N		SENSOR AND CALIBRATION GAS		325.00	
		DISB	2/28/12					PO: 13679		325.00	
						01	-60-6627	SENSOR AND CALIBRATION GAS			325.00
===== TOTALS: GROSS: 325.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 325.00 =====											
01-1166		GLENBARD ELECTRIC SUPPLY,									
	CM	1506941-01	2/21/12	2/21/12		N		MAINTENANCE SUPPLIES CREDIT		240.00CR	
		DISB	2/28/12					PO:		240.00CR	
						01	-60-6560	MAINTENANCE SUPPLIES CREDIT			240.00CR
===== TOTALS: GROSS: 240.00- PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 240.00- =====											
***** *WARNING* - CREDIT MEMOS EXCEED INVOICES *****											
01-1055		GRAINGER									
	INV	9744543332	2/01/12	3/03/12		N		MAINTENANCE SUPPLIES		685.72	
		DISB	2/14/12					PO: 13656		685.72	
						01	-60-6560	MAINTENANCE SUPPLIES			685.72
	INV	9747770742	2/06/12	3/08/12		N		METER STATION SUPPLIES		179.51	
		DISB	2/14/12					PO: 13615		179.51	
						01	-60-6633	METER STATION SUPPLIES			58.10
						01	-60-6624	METER STATION SUPPLIES			121.41
	INV	9747804228	2/06/12	3/08/12		N		METER STATION SUPPLIES		25.97	

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				
01-1055	GRAINGER		** CONTINUED **											
	DISB		2/14/12					PO: 13615		25.97				
						01	-60-6633	METER STATION SUPPLIES			25.97			
	INV	9749032547	2/07/12	3/09/12		N		MAINTENANCE SUPPLIES		425.96				
	DISB		2/21/12					PO: 13659		425.96				
						01	-60-6560	MAINTENANCE SUPPLIES			36.14			
						01	-60-6633	MAINTENANCE SUPPLIES			389.82			
	INV	9753569624	2/13/12	3/15/12		N		MAINTENANCE SUPPLIES		21.10				
	DISB		2/21/12					PO: 13650		21.10				
						01	-60-6560	MAINTENANCE SUPPLIES			21.10			
	INV	9753569632	2/13/12	3/15/12		N		MAINTENANCE SUPPLIES		504.04				
	DISB		2/21/12					PO: 13650		504.04				
						01	-60-6560	MAINTENANCE SUPPLIES			504.04			
	INV	9759401673	2/20/12	3/22/12		N		MAINTENANCE SUPPLIES		666.16				
	DISB		2/28/12					PO: 13706		666.16				
						01	-60-6633	MAINTENANCE SUPPLIES			666.16			
	INV	9760125204	2/21/12	3/23/12		N		MAINTENANCE SUPPLIES		559.36				
	DISB		2/28/12					PO: 13690		559.36				
						01	-60-6560	MAINTENANCE SUPPLIES			559.36			
	INV	9761910331	2/22/12	3/24/12		N		METER STATION SUPPLIES		300.15				
	DISB		2/29/12					PO: 13722		300.15				
						01	-60-6633	METER STATION SUPPLIES			300.15			
	INV	9764197621	2/27/12	3/29/12		N		MAINTENANCE SUPPLIES		779.00				
	DISB		2/29/12					PO: 13690		779.00				
						01	-60-6560	MAINTENANCE SUPPLIES			779.00			
	INV	9768540545	3/01/12	3/31/12		N		MAINTENANCE SUPPLIES		683.52				
	DISB		3/06/12					PO: 13753		683.52				
						01	-60-6560	MAINTENANCE SUPPLIES			683.52			
***** TOTALS: GROSS:			4,830.49	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	4,830.49	*****
01-1068	HACH COMPANY													
	INV	7610978	2/06/12	3/08/12		N		WATER TESTING SUPPLIES		1,768.18				
	DISB		2/14/12					PO: 13652		1,768.18				
						01	-60-6614	WATER TESTING SUPPLIES			1,768.18			
	INV	7639360	2/24/12	3/26/12		N		ANNUAL CALIBRATION AND CERT		253.00				
	DISB		3/06/12					PO: 13666		253.00				
						01	-60-6624	ANNUAL CALIBRATION AND CERT			253.00			
***** TOTALS: GROSS:			2,021.18	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,021.18	*****

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	

01-1183 HEWLETT-PACKARD COMPANY

INV	66949982	1/04/12	2/03/12	N	HARDWARE SUPPORT		7,499.70	
	DISB	2/29/12			PO: 13320		7,499.70	
				01	-60-6290 HARDWARE SUPPORT			7,499.70

===== TOTALS: GROSS: 7,499.70 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 7,499.70 =====

01-1196 KARA COMPANY, INC.

INV	279771	2/24/12	3/26/12	N	VERIZON DATA LINE GPS		60.70	
	DISB	2/29/12			PO:		60.70	
				01	-60-6514.02 VERIZON DATA LINE GPS			60.70

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

01-1775 MCWILLIAMS ELECTRIC COMPAN

INV	70164	1/31/12	1/31/12	N	MOVE ELEC TO NEW POWER POLE		6,416.50	
	DISB	2/24/12			PO: 13703		6,416.50	
				01	-60-6633 MOVE ELEC TO NEW POWER POLE			6,416.50

===== TOTALS: GROSS: 6,416.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 6,416.50 =====

01-1750 MY MECHANIC AUTOMOTIVE REP

INV	2012020138	2/23/12	2/23/12	N	VEHICLE REPAIR: M127481		663.17	
	DISB	2/29/12			PO: 13760		663.17	
				01	-60-6641 VEHICLE REPAIR: M127481			663.17

===== TOTALS: GROSS: 663.17 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 663.17 =====

01-1678 MYOFFICE PRODUCTS

CM	CP-OE-1521970-1	2/24/12	2/24/12	N	OFFICE SUPPLIES RETURNED		23.74CR	
	DISB	2/28/12			PO:		23.74CR	
				01	-60-6521 OFFICE SUPPLIES RETURNED			23.74CR
INV	OE-1521970-1	2/17/12	2/17/12	N	OFFICE SUPPLIES		23.74	
	DISB	2/28/12			PO:		23.74	
				01	-60-6521 OFFICE SUPPLIES			23.74
INV	OE-1523316-1	2/20/12	2/20/12	N	OFFICE SUPPLIES		13.85	
	DISB	2/24/12			PO: 13733		13.85	
				01	-60-6521 OFFICE SUPPLIES			13.85

===== TOTALS: GROSS: 13.85 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 13.85 =====

01-1801 NICHOLAS NARDUCCI

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	

01-1801 NICHOLAS NARDUCCI ** CONTINUED **

INV	201202143412	2/14/12	2/14/12	Y			SERV AS TREAS: 2/15/-3/14/12		833.33	
	DISB	2/14/12					PO: 13671		833.33	
					01	-60-6591	SERV AS TREAS: 2/15/-3/14/12			833.33

===== TOTALS: GROSS: 833.33 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 833.33 =====

01-1110 NEWARK

INV	21674257	2/26/12	3/28/12	N			METER STATION SUPPLIES		339.05	
	DISB	2/29/12					PO: 13612		339.05	
					01	-60-6624	METER STATION SUPPLIES			339.05

INV	21807914	2/28/12	3/30/12	N			METER STATION SUPPLIES		18.02	
	DISB	3/06/12					PO: 13612		18.02	
					01	-60-6624	METER STATION SUPPLIES			18.02

===== TOTALS: GROSS: 357.07 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 357.07 =====

01-1839 OMEGA BATTERY

CM	CM1071	2/15/12	2/15/12	N			SCRAP BATTERIES		55.60CR	
	DISB	2/21/12					PO:		55.60CR	
					01	-60-6633	SCRAP BATTERIES			55.60CR

===== TOTALS: GROSS: 55.60- PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 55.60- =====

***** *WARNING* - CREDIT MEMOS EXCEED INVOICES *****

01-1664 PROGRAM ONE PROFESSIONAL B

INV	39306	2/09/12	2/09/12	N			WINDOW CLEANING: 2/7/12		454.28	
	DISB	2/21/12					PO: 13662		454.28	
					01	-60-6290	WINDOW CLEANING: 2/7/12			454.28

===== TOTALS: GROSS: 454.28 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 454.28 =====

01-1757 PROSAFETY INC

INV	2/720360	2/29/12	3/01/12	N			CANISTER FOR RAMFAN		252.50	
	DISB	3/06/12					PO: 13669		252.50	
					01	-60-6627	CANISTER FOR RAMFAN			252.50

===== TOTALS: GROSS: 252.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 252.50 =====

01-1385 QUALITY BACKFLOW TESTING I

INV	15506	2/14/12	3/16/12	N			ANNUAL TESTING BACKFLOW DEVICE		3,500.00	
	DISB	2/28/12					PO: 13719		3,500.00	

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	

01-1385 QUALITY BACKFLOW TESTING I** CONTINUED **

						01	-60-6560	ANNUAL TESTING BACKFLOW DEVICE		3,500.00	
--	--	--	--	--	--	----	----------	--------------------------------	--	----------	--

===== TOTALS: GROSS: 3,500.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,500.00 =====

01-1059 RED WING SHOE STORE

INV	450000004958	2/15/12	3/17/12	N	SAFETY SHOES: ARREDONDO					123.24	
DISB		2/21/12			PO: 13665					123.24	
				01	-60-6626			SAFETY SHOES: ARREDONDO			123.24

INV	450000004981	2/29/12	3/31/12	N	SAFETY SHOES: NILES/UNGER					331.48	
DISB		2/29/12			PO: 13691/67					331.48	
				01	-60-6626			SAFETY SHOES: NILES/UNGER			331.48

===== TOTALS: GROSS: 454.72 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 454.72 =====

01-1044 ROYAL GRAPHICS PRINTERS

INV	75941	2/07/12	3/09/12	N	OFFICE SUPPLIES					126.51	
DISB		2/14/12			PO: 13645					126.51	
				01	-60-6521			OFFICE SUPPLIES			126.51

===== TOTALS: GROSS: 126.51 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 126.51 =====

01-1263 SKARSHAUG TESTING LABORATO

INV	165199	2/06/12	3/08/12	N	MAINTENANCE SUPPLIES					82.97	
DISB		2/21/12			PO: 13616					82.97	
				01	-60-6560			MAINTENANCE SUPPLIES			82.97

INV	165746	2/23/12	3/25/12	N	SEMI-ANNUAL ELEC GLOVE TESTING					86.35	
DISB		2/28/12			PO: 13616					86.35	
				01	-60-6560			SEMI-ANNUAL ELEC GLOVE TESTING			86.35

===== TOTALS: GROSS: 169.32 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 169.32 =====

01-1043 SOOPER LUBE

INV	206421	2/08/12	2/08/12	N	VEHICLE MAINT: M169815					41.45	
DISB		2/29/12			PO: 13737					41.45	
				01	-60-6641			VEHICLE MAINT: M169815			41.45

INV	207038	2/22/12	2/22/12	N	VEHICLE MAINT: M79697					41.45	
DISB		2/29/12			PO: 13755					41.45	
				01	-60-6641			VEHICLE MAINT: M79697			41.45

===== TOTALS: GROSS: 82.90 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 82.90 =====

01-1045 THOMAS PUMP COMPANY, INC.

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	

01-1045	THOMAS PUMP COMPANY, INC. ** CONTINUED **										
	INV	126549	2/13/12	3/15/12		N		METER STN SUPPLIES		2,436.00	
	DISB		2/21/12					PO: 13628		2,436.00	
						01	-60-6633	METER STN SUPPLIES			2,436.00
===== TOTALS: GROSS: 2,436.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,436.00 =====											
01-1126	TRANSCAT										
	INV	606234	2/20/12	3/22/12		N		CALIBRATION OF EQUIPMENT		557.66	
	DISB		2/28/12					PO: 13588		557.66	
						01	-60-6624	CALIBRATION OF EQUIPMENT			557.66
	INV	606451	2/20/12	3/22/12		N		CALIBRATION OF EQUIPMENT		525.44	
	DISB		2/29/12					PO: 13613		525.44	
						01	-60-6624	CALIBRATION OF EQUIPMENT			525.44
	INV	610050	3/01/12	3/31/12		N		CALIBRATION OF EQUIPMENT		536.03	
	DISB		3/06/12					PO: 13613		536.03	
						01	-60-6624	CALIBRATION OF EQUIPMENT			536.03
===== TOTALS: GROSS: 1,619.13 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,619.13 =====											
01-1146	TRITON ELECTRONICS, INC.										
	INV	6972	2/06/12	2/06/12		N		SCADA/INSTRUMENTATION		2,111.00	
	DISB		2/21/12					PO: 13627		2,111.00	
						01	-60-6624	SCADA/INSTRUMENTATION			2,111.00
===== TOTALS: GROSS: 2,111.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,111.00 =====											
01-1047	UNITED RADIO COMMUNICATION										
	INV	22324200	1/31/12	2/10/12		N		REWIRE 2-WAY RADIOS		278.25	
	DISB		2/14/12					PO: 13563		278.25	
						01	-60-6514.04	REWIRE 2-WAY RADIOS			278.25
	INV	22381900	2/22/12	3/04/12		N		LABOR CHARGE SERVICE		1,360.94	
	DISB		2/29/12					PO:		1,360.94	
						01	-60-6514.04	LABOR CHARGE SERVICE			1,360.94
	INV	22382000	2/22/12	3/04/12		N		LABOR CHARGE SERVICE		1,435.44	
	DISB		2/29/12					PO:		1,435.44	
						01	-60-6514.04	LABOR CHARGE SERVICE			1,435.44
===== TOTALS: GROSS: 3,074.63 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,074.63 =====											

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

T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	4,547,662.67	0.00	4,547,662.67
** TOTALS **	4,547,662.67	0.00	4,547,662.67

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

** PRE-PAID INVOICES **

PREPAID TOTALS

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

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

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	4,547,662.67	0.00	4,547,662.67
VOIDED ITEMS	0.00	0.00	0.00
** TOTALS **	4,547,662.67	0.00	4,547,662.67

U N P A I D R E C A P

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	4,547,982.01
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	319.34-
** UNPAID TOTALS **	4,547,662.67

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 1398	OTHER RECEIVABLES	495,035.63CR
01 2612.08	DEP-ST RUN PA STA - ENG	5,383.62
01 60-6191	OTHER PERSONNEL COSTS	100.00
01 60-6210	WATER CONSERVATION PROGRAM	1,572.86
01 60-6258	LEGAL NOTICES	525.00
01 60-6290	CONTRACTUAL SERVICES	29,249.98
01 60-6514.02	CELL PHONE & CORR. TELEMETRY	150.70
01 60-6514.04	REPAIRS & EQUIPMENT	3,074.63
01 60-6521	OFFICE SUPPLIES	140.36
01 60-6540	PROFESSIONAL DUES	7,897.93
01 60-6560	REPAIRS & MAINT- BLDGS & GRN	6,698.20
01 60-6591	OTHER ADMINISTRATIVE EXPENSE	833.33
01 60-6611.01	WATER BILLING	4,950,356.25
01 60-6614	WATER TESTING	1,768.18
01 60-6621	PUMPING SERVICES	1,792.00
01 60-6623	METER TESTING & REPAIRS	110.00
01 60-6624	SCADA / INSTRUMENTATION	4,461.61
01 60-6626	UNIFORMS	454.72

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

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 60-6627	SAFETY	1,194.34
01 60-6632	COR TESTING & MITIGATION	10,383.58
01 60-6633	REMOTE FACILITIES MAINTENANCE	10,237.10
01 60-6641	REPAIRS & MAINT- VEHICLES	1,124.71
01 60-6643	LICENSES- VEHICLES	1,206.00
01 60-6852	OFFICE FURNITURE & EQUIPMT	229.99CR
01 60-7111.02	DPC DC MS-ENG (MS19-9C)	4,213.19
	** FUND TOTAL **	4,547,662.67

	** TOTAL **	4,547,662.67

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

DEPARTMENT TOTALS

DEPARTMENT	DEPARTMENT NAME	AMOUNT
01	NON-DEPARTMENTAL	489,652.01CR
01 60	ADMINISTRATION	5,037,314.68
	** FUND TOTAL **	4,547,662.67

	** TOTAL **	4,547,662.67

0 ERRORS
2 WARNINGS

SELECTION CRITERIA

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

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

PRINT OPTIONS:

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

DATE SELECTION:

PAYMENT DATE: 0/00/0000 THRU 99/99/9999
 ITEM DATE: 0/00/0000 THRU 99/99/9999
 POSTING DATE: 2/08/2012 THRU 3/06/2012



DuPage Water Commission

MEMORANDUM

TO: John F. Spatz, Jr.
General Manager

FROM: Maureen A. Crowley *MAC*
Staff Attorney

DATE: March 7, 2012

SUBJECT: January/December Services Invoice

I reviewed Laner Muchin Dombrow Becker Levin and Tominberg's March 1, 2012, invoice for services rendered during the period January 21, 2012, through February 20, 2012, and recommend it for approval. This invoice should be placed on the March 15, 2012, Commission meeting accounts payable.

Jan. 2012/Feb. 2012
Laner Muchin

CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
Labor Relations/Personnel	\$3,023.75	14.75	\$205.00	O'Brien (14.50 @ \$205/hr.)	Collective Bargaining and Personnel
	<u>\$3,023.75</u>	<u>14.75</u>	<u>\$205.00</u>		