AGENDA – Board of Commissioners

Thursday, November 19, 2026 6:30 P.M.

I. Call to Order and Pledge of Allegiance

II. Roll Call

III. Public Comments (limited to 3 minutes per person)

IV. Approval of Minutes

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

RECOMMENDED MOTION: To approve the Minutes of the October 15, 2026 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of October 15, 2026. (Voice Vote)

V. Treasurer's Report

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

RECOMMENDED MOTION: To accept the October 2026 Treasurer's Report (Voice Vote).

VI. Committee Reports

A. Finance Committee

1. Report of 11/19/26 Finance Committee

B. Administration Committee

1. Report of 11/19/26 Administration Committee

2. Resolution No. R-83-26: A Resolution approving employee insurance benefits for plan year beginning January 1, 2027 and ending December 31, 2027.

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

RECOMMENDED MOTION: To adopt item number 2 under the Administration Committee Report section of the agenda (Roll Call)

C. Engineering & Construction Committee

1. Report of 11/19/26 Engineering & Construction Committee

2. Resolution No. R-81-26: A Resolution Approving the Purchase and Installation of a Replacement and Upgraded Perimeter Security Solution with Schneider Electric at a not to exceed cost of $250,000.

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

3. Resolution No. R-82-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to John Neri Construction Co., Inc., WAO No. 13.010, John Neri Construction Co., Inc., at an Estimated Expense of $96,450.

   (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-84-26: Award of a Contract for the Construction of the West Feeder Main to Meter Stations MS 31A and MS 33A, Contract FW-1/25 Section 3, with Acqua Performance Group, LLC, at a cost of $33,316,816.

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

5. Resolution No. R-85-26: A Resolution Approving and Ratifying a Second Amendment to Task Order No. 02 Under a Master Services Agreement with Jacobs Associates dba Delve Underground, increase in Not-To-Exceed Amount by $30,000.

   (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-87-26: A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project, TW Section 1, with D. Construction & Benchmark Construction, at a cost of $85,595.00.

   (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)

7. Resolution No. R-88-26: A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project, TW Section 2A, with Airy's, Inc., at a cost of $23,370.00.

   (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)

8. Resolution R-89-26: A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project, FW Section 1, with Bolder Contractors, at a cost of $470,047.50.

   (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)

9. Resolution No. R-90-26: A Resolution Awarding a 36-Month Contract to Beary Landscape Management for Landscape Maintenance Services for the DuPage Water Commission, Base Bid of $81,222 for a 36-Month Contract.

   (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)

10. Resolution R-91-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to John Neri Construction Co., Inc., WAO No. 13.011, at an expense of $37,042.93.

    (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)

11. Resolution R-92-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to Benchmark Construction Co., Inc., WAO No. 13.013, John Neri Construction Co., Inc., WAO No. 13.013 – Expense of $29,915.67.

    (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)

12. Resolution No. R-93-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to Rossi Contractors, Inc., WAO No. 13.012, at an estimated expense of $195,049.49.

    (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 12 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

VII. Accounts Payable

A. October 2026

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: : To approve the Accounts Payable in the amount of $11,203,783.90 DWC, $725,325.00 WaterLink (October 2026), subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

(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)

2. Approval of Accounts Payable estimated invoices

RECOMMENDED MOTION: : To approve the Accounts Payable in the amount of $2,277,085.00 DWC, $10,307,000.00 WaterLink (October 2026), subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

(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)

VIII. Chairman's Report

IX. Old Business

X. New Business

XI. 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 the setting of a price for sale or lease of property owned by the DuPage Water Commission 5 ILCS 120/2(c)(6), 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 (Roll Call)

XII. Matters referred from Executive Session

A. Ordinance O-29-26: An Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville, Phase III

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

B. Ordinance O-30-26: An Ordinance Providing for the Acquisition through Negotiation or Condemnation of the Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville, Phase II

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

C. Resolution No. R-86-26: A Resolution Authorizing the Execution of a Third Amendment to the Vacant Land Purchase and Sale Agreement with Pulte Home Company, LLC for the Sale of 32.47 acres adjacent to 75th Street in Unincorporated DuPage County.

(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)

XIII. Adjournment

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

Minutes of a Meeting
of the

BOARD OF COMMISSIONERS

DuPage Water Commission
600 E. Butterfield Road, Elmhurst, Illinois

October 15, 2026

I. The meeting was called to order by Chairman Zay at 6:30 PM

II. Roll Call

Commissioners in attendance: N. Cuzzone, J. Fennell, A. Honig, T. Noonan, D. Novotny, J. Pruyn, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Commissioners absent: S. Greaney, K. Romano, D. Russo

Also in attendance: P. May, C. Bostick, M. Weed, J. Loster, D. Panaszek, D. Cuvalo, D. Mundall, Phil Luetkehans of Luetkehans, Brady, Garner & Armstrong, LLC

III. Public Comments
No public comment was offered.

IV. Approval of Minutes
Commissioner Pruyn moved to approve the Minutes of the August 20, 2026 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of August 20, 2026. Seconded by Commissioner Fennell, unanimously approved by a voice vote. All aye, motion carried.

V. Treasurer's Report

Chairman Zay asked for a motion to accept the August & September 2026 Treasurer's Reports.

Commissioner Cuzzone moved to accept the August & September 2026 Treasurer's Reports, seconded by Commissioner Saverino, unanimously approved by a voice vote. All aye, motion carried.

VI. Committee Reports

A. Finance Committee

Item 1: Commissioner Suess gave a brief report of the Finance Committee Meeting.

Item 2: Resolution No. R-71-26: A Resolution Approving a Two-year Agreement with Sikich LLC for Audit Services at a cost of $35,000 (Year 1) and $36,000 (Year 2).

Item 3: Resolution No. R-72-26: To approve the purchase of property and liability insurance as outlined in a letter of recommendation received from AJ Gallagher Risk Management Services, Inc. (total premiums of approximately $698,000)

Item 4: Resolution No. R-73-26: To approve the purchase of workers' compensation and employer's liability insurance, total premium of approximately $164,007 as proposed by Illinois Public Risk Fund and outlined by AJ Gallagher Risk Management Services, Inc.

Commissioner Van Vooren suggested that Sikich having been our Audit team for several years, that we rotate the audit partner, Commissioner Suess concurred. Commissioner Suess moved to adopt items 2 through 4 under the Finance Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. Seconded by Commissioner Pruyn, unanimously approved by a Roll Call Vote.

Ayes: N. Cuzzone, J. Fennell, A. Honig, T. Noonan, D. Novotny, J. Pruyn, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: S. Greaney, K. Romano, D. Russo

B. Administration Committee

Item 1: Commissioner Van Vooren gave a brief committee update.

Item 2: Resolution No R-80-26: A Resolution authorizing an Intergovernmental Agreement with the Northwest Suburban Municipal Joint Action Water Agency for advancement of the Lake Michigan Regional Source Water Initiative

Commissioner Van Vooren presented Resolution R-80-26. The Administration Committee recommend this Agreement for full Board approval. The Committee feels this is an important agreement for this partnership, and appropriate for approval at this time. Commissioner Van Vooren noted that it is understood that the agreement is a foundational document which will be need to be modified by addendum as the project moves through sequential phases toward ultimate commissioning.

Chairman Zay recognized Staff and the Legal team for their hard work in preparing the agreement and bringing it to the Board. General Manager May noted the Agreement is written to allow modifications as the project advances for conditions and issues which may not be known at the present time. NSMJAWA will be presenting the Agreement to their Board at their next meeting. Commissioner Suess noted that any revisions that are necessary, as well as any contracts for approval, will come to this Board as the Managing Partner for formal approval. Commissioner Suess further noted the importance of this project as a regional project of generational significance. Chairman Zay noted comments previously provided by Commissioner Russo and recognized that revisions had been made accordingly, along with additional procedural safeguards that are in place.

Commissioner Van Vooren moved to adopt Resolution R-80-26, a Resolution authorizing an Intergovernmental Agreement with the Northwest Suburban Municipal Joint Action Water Agency for advancement of the Lake Michigan Regional Source Water Initiative, seconded by Commissioner Fennell, unanimously approved by a Roll Call Vote.

Ayes: N. Cuzzone, J. Fennell, A. Honig, T. Noonan, D. Novotny, J. Pruyn, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: S. Greaney, K. Romano, D. Russo

Item 3: Request for Board Action: Authorizing the Approval of Requisition No. 82853 to Octave Attune EAM for Annual Maintenance Renewal for software maintenance and licensing renewal in the amount not-to-exceed $68,000.

Item 4: Request for Board Action: To approve the 2027 Schedule of Board Meetings

Item 5: Request for Board Action: Recommendation for the adoption of the updated Information Technology (IT) Policies

Item 6: Request for Board Action: To authorize Business-Related Travel Expenses for seven (7) Commission employees to attend the annual Underground Corrosion Short Course at an estimated expense of $7,700, as included in the FY-25/26 Management Budget.

Commissioner Van Vooren moved to adopt items 3 through 6 under the Administration Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. Seconded by Commissioner Saverino, unanimously approved by a Roll Call Vote.

Ayes: N. Cuzzone, J. Fennell, A. Honig, T. Noonan, D. Novotny, J. Pruyn, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: S. Greaney, K. Romano, D. Russo

B. Engineering & Construction Committee

Item 1: Commissioner Fennell gave a brief committee update.

Item 2: Resolution No. R-59-26: A Resolution Authorizing Pump Rehabilitation Services for Tank site No. 1 from Flow-Technics, Inc., at a not to exceed cost of $90,000.

Item 3: Resolution No. R-65-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-10/24, with Volt Electric at a not to exceed cost of $17,878.

Item 4: Resolution No. R-68-26: A Resolution Approving a Variable Frequency Drive Preventative Maintenance Agreement with Westinghouse Electrical Supply Co., for at a total cost of $73,334 over 5 years.

Item 5: Resolution No. R-69-26: A Resolution Approving a Contract Extension for Heavy Machinery and Equipment Rigging, Transportation, and Installation Services with Meccon Industries Inc., no cost.

Item 6: Resolution No. R-70-26: A Resolution to Authorize Scope of Services for Task Order No. 10 under a Master Services Agreement with Burns & McDonnell Engineering Co., Inc., for the second year of services at a not-to-exceed cost of $6,519,084.

Item 7: Resolution No. R-74-26: A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of the West Transmission Main Along Book Road From 75th Street to the ComEd Right of Way (Contract TW-6/25 Section 1 (Book Road), Change Order No. 3 – Benchmark Construction/D. Construction, Cost Increase of $25,000.

Item 8: Resolution No. R-75-26: A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of the West Transmission Main Along ComEd Right of Way and 248th Avenue, From Wolf's Crossing Road to Book Road (Contract TW-6/25 Section 2A/2B), Change Order No. 1 – Airy's, Inc., Cost Increase of $2,935,734.46.

Item 9: Resolution R-76-26: A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of the West Transmission Main Along ComEd Right of Way, From Wolf's Crossing Road to Harvey Road (Contract TW-6/25 Section 2C), Change Order No. 1 – Airy's, Inc., Cost Increase of $2,139,950.93.

Item 10: Resolution R-77-26: A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of the West Transmission Main Along ComEd Right of Way, From Harvey Road to Douglas Road (Contract TW-6/25 Section 3A), Change Order No. 1 – Benchmark Construction/D. Construction, Cost Increase of $2,415,950.13

Item 11: Resolution R-78-26: A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of the West Transmission Main Along ComEd Right of Way, From Codorus Road to Wolf's Crossing Road (Contract TW-6/25 Section 3B), Change Order No. 1 – Benchmark Construction/D. Construction, Cost Increase of $1,334,550.00

Item 12: Resolution R-79-26: A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of the West Transmission Main Along ComEd Right of Way, From Orchard Road to Codorus Road (Contract TW-6/25 Section 3C), Change Order No. 1 – Benchmark Construction/D. Construction, Cost Increase of $1,126,582.63.

Commissioner Suess asked for clarification of the multiple change orders. Engineering Manager Loster detailed the reason and scope of the change orders.

Commissioner Fennell moved to adopt items numbers 2 through 12 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures seconded by Commissioner Saverino, unanimously approved by a Roll Call Vote.

Ayes: N. Cuzzone, J. Fennell, A. Honig, T. Noonan, D. Novotny, J. Pruyn, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: S. Greaney, K. Romano, D. Russo

VII. Accounts Payable

A. August & September 2026

Item 1: To approve the Accounts Payable in the amount of $12,626,569.84 DWC, $22,655.24 WaterLink (August 2026), disbursements made with the concurrence of the Commission's Chairman and $12,166,596.41 DWC, $258.76 WaterLink (September 2026) subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

Chairman Zay asked for a motion to approve the accounts payable disbursements, with the estimated accounts payable for August & September 2026. Commissioner Suess moved, seconded by Commissioner Honig and unanimously approved by a roll call vote.

Ayes: N. Cuzzone, J. Fennell, A. Honig, T. Noonan, D. Novotny, J. Pruyn, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: S. Greaney, K. Romano, D. Russo

Item 2: To approve the Accounts Payable in the amount of $3,048,975.00 DWC, $10,994,200.00 WaterLink (August 2026), disbursements made with the concurrence of the Commission's Chairman and $2,611,800 DWC, $12,188,500 WaterLink (September 2026) subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

Chairman Zay asked for a motion to approve the accounts payable disbursements with the estimated accounts payable for August & September 2026, Commissioner Suess moved, seconded by Commissioner Cuzzone and unanimously approved by a roll call vote.

Ayes: N. Cuzzone, J. Fennell, A. Honig, T. Noonan, D. Novotny, J. Pruyn, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: S. Greaney, K. Romano, D. Russo

VIII. Chairman's Report

The Chairman noted that Pulte elected to remove their zoning petition from the Naperville Agenda. The property remains under contract and DWC will wait to hear from Pulte on further action as the contract expires in November. Chairman Zay noted that it is possible that we may receive a directive from Pulte before the meeting, which may require a special meeting or a decision ratified by the Board at the next available meeting. Board members indicated no objection.

NSMJAWA had a productive meeting with their Board and Customers. Overall, very positive with all Municipalities in support of the source water project.

Commissioner Van Vooren asked if DWC is planning to host a meeting for its customers relative to the Source Water Project. Chairman Zay indicated that customer meetings in early 2027 are planned and will be supported by the Communications Team and staff. Commissioner Honig asked if the upcoming Customer meetings would be open to the public. General Manager May indicated that these meetings have not been open to the public in past, however, there will be separate Open House opportunities planned to inform and educate the public. Commissioner Honig noted the WaterLink Project is a great example of how DWC executes projects of this scope.

General Manager May will be attending a City of Naperville Utility Advisory Board Meeting next week to provide an update of the Source Water Project, and Chairman Zay recently provided a similar presentation to the Village of Winfield.

Staff hosted the City of Chicago here at DWC. There was not adequate forward movement. Chairman Zay noted that it is time for DWC to commit to the Source Water Initiative, and it does not appear that continued negotiations with the City of Chicago are advisable. Chairman Zay engaged the board as to whether continued negotiations with the City were desired. No board members indicated a desire to further negotiate with the City of Chicago.

Commissioner Cuzzone asked for an update on the Northbrook property. General Manager May informed the Board that DWC practices routine maintenance on the property and engagement with the Village has been quiet.

The Source Water Project Program Manager solicitations are due shortly. A Committee, comprised of personnel from DWC and NSMJAWA, will be formed to review the proposals and participate in an extensive panel interview with shortlisted firms. Staff anticipates that a recommendation of the most qualified firm will be brought before the Board at the December meeting for consideration.

General Manager May noted the November meeting will bring the last WaterLink bid.

Commissioner Van Vooren asked for an update on Book Road openings. General Manager May indicated Book Road is now paved and open from 75th to 83rd. Pipe is laid as far as 95th, pressure

testing underway. The goal is to have all work within the roadway completed by the end of the paving season, with all lanes open to traffic over the winter.

IX. Old Business

No Old Business was offered.

X. New Business

Chairman Zay welcomed former Commissioner Liz Chaplin and noted Ms. Chaplin had indicated questions regarding the Source Water Project in a separate forum. Chairman Zay thanked Ms. Chaplin for her interest and invited her to contact Staff with any questions she may have.

XI. Executive Session

Chairman Zay asked for a motion to enter into Executive Session 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 the setting of a price for sale or lease of property owned by the DuPage Water Commission 5 ILCS 120/2(c)(6), to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11), Commissioner Van Vooren made the motion, seconded by Commissioner Pruyn and unanimously approved by a roll call vote.

Ayes:	N. Cuzzone, J. Fennell, A. Honig, T. Noonan, D. Novotny, J. Pruyn, F. Saverino, P. Suess, D. Van Vooren, J. Zay
Nay:	None
Absent:	S. Greaney, K. Romano, D. Russo

The Commission went into Executive Session at 7:13 PM.

Commissioner Honig moved to come out of Executive Session at 7:26 PM, seconded by Commissioner Saverino and unanimously approved by a roll call vote .

Ayes:	N. Cuzzone, J. Fennell, A. Honig, T. Noonan, D. Novotny, J. Pruyn, F. Saverino, P. Suess, D. Van Vooren, J. Zay
Nay:	None
Absent:	S. Greaney, K. Romano, D. Russo

Matters referred from Executive Session

A. Ordinance O-28-26: An Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to The Village of Montgomery, The Village of Oswego and The United City of Yorkville

Chairman Zay asked for a motion to approve Ordinance O-28-26, An Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for

the Purpose of Providing Water to The Village of Montgomery, The Village of Oswego and The United City of Yorkville.

Commissioner Fennell moved, seconded by Commissioner Saverino, unanimously approved by a Roll Call vote.

Ayes: N. Cuzzone, J. Fennell, A. Honig, T. Noonan, D. Novotny, J. Pruyn, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: S. Greaney, K. Romano, D. Russo

XII. Adjournment

Commissioner Honig made a motion to adjourn, seconded by Commissioner Van Vooren, unanimously approved by a voice vote. All aye, motion carried.

Meeting adjourned at 7:28 PM.

DuPage Water Commission
30 YEARS OF SERVICE
Pure. Essential. Stewardship.

MEMORANDUM

To: Chairman and Commissioners

From: Bill Fates, Treasurer

Date: 11/6/2026

Subject: TREASURER'S REPORT – October 31, 2026

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of October. I have also reviewed the monthly financial statements and budget status reports and found them to be in order.

Summary of Cash & Investments (Page 4)

1. DWC cash and investments totaled $159.7 million on October 31st, an increase of $1.5 million compared to the previous month. Receivables decreased $2.4 million due to lower billings to timing of collections. Waterlink escrow balances decreased by $13.5 million.

2. The month end balances in the JP Morgan Chase, BMO Harris checking, and Wintrust operating accounts were $18.0 million.

3. During the month of October U.S. Treasury investments decreased by $7.1 million. Asset Backed Securities/Collateralized Mortgage Obligations, corporate notes, and municipal bonds increased by $4.9 million, $2.2 million, and $1.6 million, respectively.

4. The current holdings of cash and investments are in compliance with the approved investment policy.

5. For the six months-ended October 31, 2026, the Commission's cash and investments increased a total of $4.6 million. The Waterlink Escrow Account increased by $16.1 million.
   - The Operating & Maintenance Account increased by $2.5 million for an ending balance of $18.0 million.
   - The General Account increased by approximately $63,000 for an ending balance of $3.2 million.
   - The Operating Reserve Account increased by approximately $723,000 for a balance of $55.6 million.
   - The Long-Term Capital Reserve Account increased by approximately $381,000 for a balance of $30.1 million.
   - The Capital Reserve Fund increased by approximately $909,000 for a balance of $52.8 million.

ACCOUNT	Balance 4/30/2026	10/31/2026	Increase (Decrease)
Operations & Maintenance	$ 15,507,108	$ 18,013,029	$ 2,505,921
General Account	3,182,715	3,245,279	62,564
Operating Reserve	54,896,226	55,619,457	723,231
Long-Term Capital Reserve	29,694,437	30,075,795	381,358
Capital Reserve	51,846,460	52,755,062	908,602
Total Cash & Investments	$ 155,126,946	$ 159,708,622	$ 4,581,676
Waterlink Escrow	84,898,202	101,013,660	16,115,458

Schedule of Investments (Pages 5-12)

1. The average yield to maturity on the Commission's investments was 4.14%, up slightly from the prior month average yield to maturity of 4.03%. The amortized cost of our investments was $141.7 million on October 31st. The average yield to maturity on Waterlink's investments was 4.06%.

2. The portfolio ended the month of October 2026 with $2.0 million of unrealized losses, compared to $625,000 of unrealized losses on April 30, 2026.

3. The maturity distribution, excluding Waterlink investments, was as follows: 0-1 year 7%, >1<3 years 55%, >3<5 years 24%, and >5 years 14%. All Waterlink investments mature in less than 90 days.

Statement of Cash Flows (Page 13)

1. The statement of cash flow shows a breakdown of the $4.6 million increase in cash and investments for the fiscal year. Waterlink escrow funds increased $16.1 million.

2. Operating activities increased cash by approximately $3.4 million as of the end of October 2026.

3. The decrease in Loans Receivable increased cash by approximately $217,000.

4. Capital Assets purchased were $1.5 million.

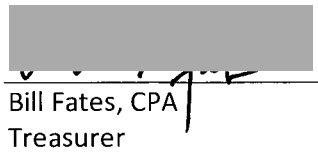
5. Cash flow from investment activity generated approximately $2.3 million of income.

Reserve Analysis (Page 14)

1. The Operating Reserve account was $55.6 million, which is approximately 128 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was $15.8 million, which is a balance currently sufficient to cover an estimated 36 days of normal operation and maintenance costs.

2. The reserve analysis report shows the Commission has met recommended reserve balances for the Operating Reserve and Capital Account less Waterlink and Alternative Water Source projects on October 31st. Long-Term Water Capital is currently under target by $0.8 million, but is expected to be fully funded by year-end.

Respectfully submitted,



Bill Fates, CPA
Treasurer

DuPAGE WATER COMMISSION
TREASURER'S REPORT
SUMMARY OF CASH AND INVESTMENTS
10/31/2026

FUNDS CONSIST OF:	Interest Rate	10/31/2026	9/30/2026	Increase/(Decrease)
PETTY CASH		$ 2,132.16	$ 2,132.16	$ -
OPERATING & MAINTENANCE - BMO	0.00%	2,121,978.35	$ 2,122,763.14	(784.79)
OPERATING & MAINTENANCE - JP Morgan	2.32%	12,332,515.24	$ 10,593,332.61	1,739,182.63
PAYROLL - Wintrust	3.53%	3,556,503.17	3,928,882.67	(372,379.50)
TOTAL CASH		$ 18,013,128.92	$ 16,647,110.58	$ 1,366,018.34
IIIT MONEY MARKET FUNDS		$ 994,081.98	$ 2,517,443.16	$ (1,523,361.18)
U. S. TREASURY INVESTMENTS		58,109,847.39	65,160,648.87	(7,050,801.48)
U. S. AGENCY INVESTMENTS		2,024,370.68	2,021,876.96	2,493.72
MUNICIPAL BONDS		3,340,000.00	1,755,000.00	1,585,000.00
COMMERCIAL PAPER		3,233,798.37	3,209,095.72	24,702.65
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG		36,603,781.33	31,715,346.85	4,888,434.48
CERTIFICATES OF DEPOSIT		0.00	0.00	-
CORPORATE NOTES		37,389,713.07	35,225,873.80	2,163,839.27
TOTAL INVESTMENTS		$ 141,695,592.82	$ 141,605,285.36	$ 90,307.46
DWC TOTAL CASH AND INVESTMENTS		$ 159,708,721.74	$ 158,252,395.94	$ 1,456,325.80
WATERLINK CASH - Fifth Third	3.00%	$ 14,731,699.85	$ 11,604,166.82	$ 3,127,533.03
WATERLINK INVESTMENTS		86,281,960.58	102,952,980.27	(16,671,019.69)
WATERLINK ESCROW		$ 101,013,660.43	$ 114,557,147.09	$ (13,543,486.66)

	10/31/2026	9/30/2026	% CHANGE
IIIT MONEY MARKET FUNDS	0.7%	1.8%	-60.5%
U. S. TREASURY INVESTMENTS	41.0%	46.0%	-10.8%
U. S. AGENCY INVESTMENTS	1.4%	1.4%	0.1%
MUNICIPAL BONDS	2.4%	1.2%	90.3%
COMMERCIAL PAPER	2.3%	2.3%	0.8%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	25.8%	22.4%	15.4%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	26.4%	24.9%	6.1%
TOTAL INVESTMENTS	100.0%	100.0%	0.1%

Note 1 - Investments are carried at amortized cost.

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
October 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/26
Water Fund General Account (01-121700)										
IIIT - Money Market	3.940%	10/31/26	11/01/26	1	3.940%	11,480.96	11,480.96	0.00	11,480.96	-
Atlantic Asset	0.000%	08/17/26	11/12/26	12	3.850%	1,000,000.00	990,695.83	8,127.78	998,823.61	-
Gotham Funding	0.000%	09/11/26	12/09/26	39	4.040%	1,200,000.00	1,188,014.67	6,868.00	1,194,882.67	-
Sheffield Receivables	0.000%	10/22/26	01/19/27	80	4.300%	1,050,000.00	1,038,837.92	1,254.17	1,040,092.09	-
	Weighted Avg Maturity			44	4.064%	$ 3,261,480.96	$ 3,229,029.38	$ 16,249.95	$ 3,245,279.33	$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	3.940%	10/31/26	11/01/26	1	3.940%	253,718.93	253,718.93	0.00	253,718.93	-
US Treasury Notes	2.625%	10/11/24	05/31/27	212	3.910%	275,000.00	266,212.89	6,780.58	272,993.47	3,037.40
US Treasury Notes	3.250%	08/05/22	06/30/27	242	2.780%	850,000.00	868,062.50	(15,630.62)	852,431.88	9,308.42
US Treasury Notes	3.375%	10/03/24	09/15/27	319	3.520%	600,000.00	597,492.19	1,741.86	599,234.05	2,629.14
US Treasury Notes	3.500%	10/29/25	09/30/27	334	3.500%	140,000.00	139,994.53	2.86	139,997.39	430.77
US Treasury Notes	3.875%	01/21/26	11/30/27	395	3.590%	380,000.00	381,929.69	(792.62)	381,137.07	6,195.77
US Treasury Notes	3.500%	02/02/23	01/31/28	457	3.640%	650,000.00	645,962.89	3,027.83	648,990.72	5,749.32
US Treasury Notes	2.750%	09/03/24	02/15/28	472	3.750%	2,625,000.00	2,540,712.89	51,560.72	2,592,273.61	15,300.61
US Treasury Notes	3.625%	01/26/26	03/31/28	517	3.610%	175,000.00	175,034.18	(11.50)	175,022.68	557.69
US Treasury Notes	3.500%	05/02/23	04/30/28	547	3.600%	1,500,000.00	1,493,320.31	4,681.27	1,498,001.58	145.03
US Treasury Notes	3.625%	06/05/23	05/31/28	578	3.700%	750,000.00	747,539.06	1,681.60	749,220.66	11,439.55
US Treasury Notes	3.875%	06/17/26	06/15/28	593	4.080%	400,000.00	398,453.13	281.90	398,735.03	5,886.61
US Treasury Notes	3.875%	08/20/26	07/15/28	623	4.180%	175,000.00	174,022.46	98.89	174,121.35	2,008.58
US Treasury Notes	4.375%	11/05/24	08/31/28	670	4.190%	575,000.00	578,661.13	(1,835.34)	576,825.79	4,308.53
US Treasury Notes	3.500%	08/31/26	10/15/28	715	4.360%	700,000.00	687,941.41	921.82	688,863.23	1,144.23
US Treasury Notes	1.500%	01/04/24	11/30/28	761	3.970%	250,000.00	222,685.55	15,730.20	238,415.75	1,577.87
US Treasury Notes	3.500%	01/20/26	12/15/28	776	3.650%	115,000.00	114,523.83	123.46	114,647.29	1,528.62
US Treasury Notes	3.500%	09/04/26	12/15/28	776	4.390%	2,335,000.00	2,290,306.64	2,962.46	2,293,269.10	31,037.64
US Treasury Notes	1.375%	02/05/24	12/31/28	792	4.020%	500,000.00	441,660.15	32,573.90	474,234.05	2,316.58
US Treasury Notes	3.500%	03/05/26	02/15/29	838	3.440%	125,000.00	125,209.96	(45.27)	125,164.69	927.31
US Treasury Notes	3.500%	05/19/26	02/15/29	838	4.120%	225,000.00	221,414.06	568.15	221,982.21	1,669.16
US Treasury Notes	3.500%	03/16/26	03/15/29	866	3.750%	375,000.00	372,319.33	538.02	372,857.35	1,704.07
US Treasury Notes	2.375%	04/08/26	03/31/29	882	3.880%	560,000.00	536,550.00	4,258.40	540,808.40	1,169.23
US Treasury Notes	4.125%	03/31/26	03/31/29	882	4.010%	650,000.00	652,158.20	(402.94)	651,755.26	2,357.14
US Treasury Notes	4.250%	06/05/26	06/30/29	973	4.100%	1,600,000.00	1,606,875.00	(860.57)	1,606,014.43	22,913.04
US Treasury Notes	3.875%	06/05/25	09/30/29	1,065	3.960%	640,000.00	637,775.00	685.44	638,460.44	2,180.22
US Treasury Notes	4.125%	01/21/26	10/31/29	1,096	3.750%	125,000.00	126,621.09	(314.46)	126,306.63	14.24
US Treasury Notes	4.000%	12/05/24	10/31/29	1,096	4.150%	1,200,000.00	1,192,078.13	2,891.03	1,194,969.16	132.60
US Treasury Notes	3.875%	09/04/25	11/30/29	1,126	3.720%	685,000.00	689,174.22	(1,076.86)	688,097.36	11,168.68
US Treasury Notes	3.875%	02/07/25	11/30/29	1,126	4.340%	1,000,000.00	980,156.25	6,676.83	986,833.08	16,304.64
US Treasury Notes	3.875%	01/07/25	12/31/29	1,157	4.360%	775,000.00	758,289.06	5,691.23	763,980.29	10,119.23
US Treasury Notes	3.500%	03/04/25	01/31/30	1,188	4.070%	200,000.00	194,945.31	1,602.93	196,548.24	1,769.02
US Treasury Notes	3.875%	12/26/25	04/30/30	1,277	3.690%	360,000.00	362,657.81	(485.48)	362,172.33	38.54
US Treasury Notes	4.000%	01/15/26	05/31/30	1,308	3.670%	195,000.00	197,559.38	(434.67)	197,124.71	3,281.97
US Treasury Notes	3.750%	08/05/25	06/30/30	1,338	3.990%	850,000.00	841,068.36	2,099.21	843,167.57	10,740.49
US Treasury Notes	3.875%	09/04/25	07/31/30	1,369	3.760%	150,000.00	150,761.72	(167.30)	150,594.42	1,468.92
US Treasury Notes	4.125%	10/06/25	08/31/30	1,400	3.680%	250,000.00	254,931.64	(1,004.89)	253,926.75	1,766.23
US Treasury Notes	4.625%	11/06/25	09/30/30	1,430	3.720%	160,000.00	166,412.50	(1,199.50)	165,213.00	650.55
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	135	2.890%	185,000.00	185,000.00	0.00	185,000.00	682.69
NYC Transitional	4.619%	05/29/25	05/01/29	913	4.620%	145,000.00	145,000.00	0.00	145,000.00	3,348.78
Illinois St-A-Txbl	5.170%	10/14/26	10/01/29	1,066	5.170%	550,000.00	550,000.00	0.00	550,000.00	1,342.76
New York City	5.429%	10/22/26	10/01/30	1,431	5.430%	130,000.00	130,000.00	0.00	130,000.00	176.44
Hawaii St	4.212%	04/30/26	04/01/31	1,613	4.210%	145,000.00	145,000.00	0.00	145,000.00	508.95
FN AL2092	3.000%	03/06/18	07/01/27	243	2.980%	4,761.20	4,767.15	(5.48)	4,761.67	11.90
FN AP4718	2.500%	07/20/18	08/01/27	274	2.750%	11,352.16	11,126.89	205.02	11,331.91	23.65
Fannie Mae Pool	3.500%	04/05/18	02/01/28	458	3.230%	18,971.27	19,404.05	(375.16)	19,028.89	55.33
Fannie Mae Pool	3.500%	04/05/18	03/01/28	487	3.230%	3,408.19	3,485.94	(66.84)	3,419.10	9.94
FR ZT1267	2.500%	08/21/19	05/01/28	548	2.320%	14,625.13	14,828.51	(166.99)	14,661.52	30.47
FN CA1940	4.000%	07/11/18	06/01/28	579	3.640%	15,384.17	15,840.89	(381.00)	15,459.89	51.28
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	609	2.720%	30,087.79	30,854.09	(642.55)	30,211.54	75.22

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
October 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/26
FG J32374	2.500%	02/17/22	11/01/28	732	2.220%	48,060.43	48,901.49	(586.80)	48,314.69	100.13
Fannie Mae Pool	4.000%	03/18/19	03/01/29	852	3.630%	14,756.31	15,210.53	(345.42)	14,865.11	49.19
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,158	3.000%	19,329.36	20,464.96	(882.81)	19,582.15	56.38
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,370	2.630%	43,761.58	45,682.99	(1,416.25)	44,266.74	109.40
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,462	2.960%	40,867.40	43,517.40	(1,920.48)	41,596.92	119.20
FR ZS7331	3.000%	02/13/20	12/01/30	1,492	2.600%	80,956.17	84,017.33	(1,890.60)	82,126.73	202.39
FN FM1082	3.000%	08/19/19	09/01/31	1,766	2.720%	44,044.97	45,318.14	(757.35)	44,560.79	110.11
FG G16720	3.500%	01/25/19	11/01/31	1,827	3.340%	42,523.09	43,207.44	(414.83)	42,792.61	124.03
FG G16635	3.000%	04/18/19	02/01/32	1,919	2.930%	80,301.73	80,938.51	(373.89)	80,564.62	200.75
FN FS2986	4.000%	10/21/22	10/01/32	2,162	4.370%	152,200.39	147,681.94	1,817.91	149,499.85	507.33
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,254	3.300%	47,622.28	48,723.55	(641.93)	48,081.62	138.90
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,285	3.730%	19,764.63	20,360.66	(340.51)	20,020.15	65.88
FN CA1455	4.000%	12/20/18	03/01/33	2,313	3.760%	83,214.65	85,379.53	(1,193.34)	84,186.19	277.38
FN BM5830	3.500%	06/05/19	04/01/34	2,709	3.180%	96,091.14	99,694.56	(1,787.90)	97,906.66	280.27
FN FM0047	3.000%	06/17/21	12/01/34	2,953	2.450%	118,712.28	126,224.54	(2,984.54)	123,240.00	296.78
FN FM2694	3.000%	06/05/19	03/01/35	3,043	2.570%	116,019.45	122,255.50	(2,743.86)	119,511.64	290.05
FR SB0759	4.500%	10/18/22	03/01/35	3,043	4.630%	140,825.75	139,065.43	571.30	139,636.73	528.10
FR SB0364	3.500%	06/21/21	06/01/35	3,135	2.830%	103,306.58	111,312.83	(3,059.53)	108,253.30	301.31
FR SB0666	4.000%	05/13/22	06/01/35	3,135	3.750%	200,362.38	205,621.90	(1,788.10)	203,833.80	667.87
FN FM3701	2.500%	07/27/20	07/01/35	3,165	2.040%	114,561.39	121,273.96	(2,801.47)	118,472.49	238.67
FR SB0361	3.000%	03/20/23	07/01/35	3,165	3.530%	198,029.23	187,663.64	3,033.88	190,697.52	495.07
FN FM5714	4.000%	03/19/21	11/01/35	3,288	3.230%	70,500.71	76,801.72	(2,405.84)	74,395.88	235.00
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	427	4.070%	452,938.99	440,093.92	6,957.59	447,051.51	1,105.27
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	579	3.400%	152,585.06	152,583.22	1.32	152,584.54	432.32
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	609	4.580%	647,154.53	636,183.24	7,155.18	643,338.42	2,249.80
FHMS K507 A2	4.800%	04/07/26	09/01/28	671	4.240%	555,000.00	562,262.70	(1,589.98)	560,672.72	2,220.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	732	4.780%	335,986.21	339,123.65	(1,724.45)	337,399.20	1,399.94
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	732	4.460%	480,006.93	480,005.97	0.60	480,006.57	1,782.03
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	762	4.380%	272,453.65	272,449.02	2.98	272,452.00	993.77
FHMS K512 A2	4.572%	04/07/26	12/01/28	762	4.220%	540,000.00	544,872.66	(963.70)	543,908.96	2,057.40
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	817	4.560%	144,570.30	144,565.83	2.78	144,568.61	549.13
FHMS K749 A2	2.120%	04/15/25	03/01/29	852	4.200%	375,000.00	346,567.38	10,528.21	357,095.59	662.50
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	974	3.900%	204,285.38	204,277.61	4.67	204,282.28	664.27
FHMS K526 A2	4.543%	08/15/24	07/01/29	974	4.330%	450,000.00	454,209.30	(1,764.73)	452,444.57	1,703.62
FHMS K097 A2	2.508%	07/17/24	07/01/29	974	4.520%	515,000.00	468,368.36	19,874.73	488,243.09	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,036	4.340%	300,000.00	305,996.10	(2,313.85)	303,682.25	1,197.75
FHMS K117 A2	1.406%	10/09/26	08/01/30	1,370	5.300%	300,000.00	260,167.97	565.34	260,733.31	351.50
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,401	5.010%	517,159.83	517,144.84	5.81	517,150.65	2,157.85
FHMS K551 A2	4.165%	12/05/25	11/01/30	1,462	3.970%	345,000.00	348,044.62	(508.60)	347,536.02	1,197.44
FHMS K122 A2	1.521%	10/06/26	11/01/30	1,462	5.320%	590,000.00	508,460.16	1,223.59	509,683.75	747.83
FNA 2026-M12A	2.202%	07/31/26	12/01/30	1,492	4.080%	299,277.14	276,971.65	787.50	277,759.15	512.20
FNA 2026-M112A2	4.250%	06/29/26	05/01/31	1,643	4.530%	390,000.00	385,246.88	226.78	385,473.66	1,381.25
FNA 2022-M1G A2	1.531%	09/30/26	09/01/31	1,766	5.520%	325,000.00	275,462.89	25.13	275,488.02	414.73
FNA 2026-G5 A2	4.677%	10/29/26	09/01/31	1,766	5.560%	560,000.00	540,651.44	(270.77)	540,380.67	2,182.60
FNA 2025-M5 A2	1.783%	09/30/26	11/01/31	1,827	5.410%	450,000.00	381,673.83	33.91	381,707.74	668.72
FHMS K-1513 A2	2.726%	10/16/26	12/01/31	1,857	5.380%	285,000.00	255,542.58	207.35	255,749.93	647.43
FHR 4096 PA	1.375%	02/26/20	08/01/27	274	1.500%	15,221.91	15,098.24	110.61	15,208.85	17.44
FHS 287 150	1.500%	12/27/17	10/01/27	335	1.860%	8,028.92	7,788.05	217.38	8,005.43	10.04
FNR 2012-145 EA	1.250%	02/12/20	01/01/28	427	1.460%	10,644.11	10,493.18	127.53	10,620.71	11.09
FNR 2013-39 MP	1.750%	12/12/19	05/01/28	548	1.880%	37,625.55	37,308.08	258.63	37,566.71	54.87
FNR 2013-19 GE	2.500%	10/30/19	03/01/33	2,313	2.380%	76,967.58	77,809.41	(439.85)	77,369.56	160.35
FHR 4243 BZ	3.500%	07/15/26	08/01/33	2,466	4.600%	560,019.95	544,094.38	416.26	544,510.64	1,633.39
FHR 4877 CA	3.000%	07/19/24	04/01/34	2,709	2.960%	129,942.08	130,581.64	(320.31)	130,261.33	324.86
FHR 5050 XL	1.000%	05/08/19	07/01/36	3,531	1.360%	85,570.06	83,537.77	665.17	84,202.94	71.31
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,531	3.160%	182,232.54	166,144.83	2,706.31	168,851.14	151.86
FHR 4368 DZ	3.000%	10/21/26	05/01/39	4,565	5.340%	514,722.63	485,367.36	(95.56)	485,271.80	1,501.27
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,626	3.330%	212,685.25	193,344.18	2,535.60	195,879.78	177.24
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,296	3.010%	215,661.34	198,206.25	2,027.81	200,234.06	179.72
FNR 2021-45 DC	1.250%	05/29/26	07/01/41	5,357	4.190%	512,429.22	476,158.84	716.14	476,874.98	533.78
FNR 2013-75 PC	2.500%	04/20/20	04/01/43	5,996	1.960%	120,570.00	127,088.31	(1,849.67)	125,238.64	251.19
FHR 4384 BA	3.000%	05/29/26	08/01/43	6,118	4.340%	530,813.67	512,235.19	279.66	512,514.85	1,327.03
FNR 2015-33 P	2.500%	02/20/20	06/01/45	6,788	2.270%	41,617.18	42,410.51	(209.62)	42,200.89	86.70
FNR 2016-19 AH	3.000%	07/13/20	04/01/46	7,092	2.050%	51,148.77	55,230.68	(997.39)	54,233.29	127.87
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,183	0.490%	141,108.78	143,886.86	(665.76)	143,221.10	146.99
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,306	1.600%	86,983.39	90,163.73	(768.29)	89,395.44	144.97
GNR 2025-39G	3.000%	10/07/26	04/01/48	7,823	5.520%	392,079.03	358,231.58	74.44	358,306.02	980.20
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,188	4.450%	528,970.35	500,310.91	1,968.31	502,279.22	1,542.83
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	116	3.240%	780,000.00	707,608.20	67,367.06	774,975.26	1,480.70
UBS AG Samford	4.864%	01/10/25	01/10/28	436	4.860%	250,000.00	250,000.00	0.00	250,000.00	3,749.33
Mars Inc	4.600%	03/12/25	03/01/28	487	4.600%	95,000.00	94,999.05	0.59	94,999.64	728.33
Mars Inc	4.600%	03/12/25	03/01/28	487	4.530%	150,000.00	150,295.50	(162.83)	150,132.67	1,150.00
Kenvue Inc	5.050%	06/30/25	03/22/28	508	4.120%	180,000.00	184,249.80	(2,090.00)	182,159.80	984.75
Citigroup Inc	4.643%	05/07/25	05/07/28	554	4.640%	390,000.00	390,000.00	0.00	390,000.00	8,752.06
KLA Corp	4.100%	11/14/25	03/15/29	866	4.080%	405,000.00	405,271.35	(74.62)	405,196.73	2,121.75
Mercedes Benz	4.875%	08/04/26	08/03/29	1,007	4.940%	270,000.00	269,546.40	34.98	269,581.38	3,180.94

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
October 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/26
Illinois Tool Works	4.650%	08/13/26	08/13/29	1,017	4.740%	245,000.00	244,382.60	42.05	244,424.65	2,468.38
BMW US Capital	4.650%	06/03/26	08/13/29	1,017	4.690%	400,000.00	399,468.00	64.57	399,532.57	4,030.00
Glaxosmithkline Cap	4.850%	09/15/26	09/14/29	1,049	4.860%	175,000.00	174,942.25	2.62	174,944.87	1,084.51
Citigroup Inc	5.266%	09/24/26	09/24/29	1,059	5.270%	320,000.00	320,000.00	0.00	320,000.00	1,731.93
USAA Capital Corp	5.375%	10/01/26	10/01/29	1,066	5.490%	390,000.00	388,818.30	30.80	388,849.10	1,746.88
Bank of America Corp	5.385%	10/20/26	10/20/29	1,085	5.390%	400,000.00	400,000.00	0.00	400,000.00	658.17
Kimberly Clark Corp	5.300%	10/29/26	10/29/29	1,094	5.310%	200,000.00	199,940.00	0.38	199,940.38	58.89
National Rural Util	5.400%	10/30/26	10/30/29	1,095	5.440%	85,000.00	84,902.25	0.24	84,902.49	12.75
National Rural Util	5.400%	10/30/26	10/30/29	1,095	5.460%	105,000.00	104,839.35	0.36	104,839.71	15.75
Wells Fargo	4.182%	01/23/26	01/23/30	1,180	4.180%	95,000.00	95,000.00	0.00	95,000.00	1,081.51
Adobe Inc	2.300%	02/10/26	02/01/30	1,189	4.130%	45,000.00	42,007.50	511.03	42,518.53	258.75
Adobe Inc	2.300%	02/25/26	02/01/30	1,189	4.090%	90,000.00	84,208.50	942.37	85,150.87	517.50
National Secs Clearing	4.700%	05/20/25	05/20/30	1,297	4.710%	415,000.00	414,742.70	69.30	414,812.00	8,723.07
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,323	4.520%	180,000.00	179,841.60	40.57	179,882.17	3,060.00
Truist Financial Corp	4.957%	07/23/26	07/23/30	1,361	4.960%	100,000.00	100,000.00	0.00	100,000.00	1,349.41
Truist Financial Corp	4.957%	07/23/26	07/23/30	1,361	4.940%	175,000.00	175,122.50	(10.40)	175,112.10	2,361.46
Truist Financial Corp	4.957%	07/23/26	07/23/30	1,361	5.020%	265,000.00	264,417.00	37.12	264,454.12	3,575.92
Taylor Morrison Comm	4.957%	10/13/26	08/01/30	1,370	5.125%	310,000.00	305,266.30	56.75	305,323.05	3,971.88
Wells Fargo	5.366%	09/24/26	09/24/30	1,424	5.370%	385,000.00	385,000.00	0.00	385,000.00	2,123.30
Totalenergi Cap USA LLC	4.248%	01/13/26	01/13/31	1,535	4.250%	250,000.00	250,000.00	0.00	250,000.00	3,186.00
Totalenergi Cap USA LLC	4.248%	01/13/26	01/13/31	1,535	4.180%	340,000.00	341,054.00	(157.37)	340,896.63	4,332.96
Amazon Com Inc	4.250%	03/13/26	03/13/31	1,594	4.290%	90,000.00	89,856.00	16.95	89,872.95	510.00
Amazon Com Inc	4.250%	03/13/26	03/13/31	1,594	4.280%	240,000.00	239,635.20	43.02	239,678.22	1,360.00
Abbott Laboratories	4.000%	03/09/26	03/15/31	1,596	4.030%	50,000.00	49,927.50	8.56	49,936.06	255.56
BMW US Capital	4.650%	03/19/26	03/19/31	1,600	4.670%	270,000.00	269,762.40	26.88	269,789.28	1,464.75
Caterpillar Finl	4.500%	05/15/26	05/15/31	1,657	4.530%	220,000.00	219,698.60	25.33	219,723.93	4,565.00
Meta Platforms Inc	4.550%	05/06/26	05/15/31	1,657	4.590%	410,000.00	409,208.70	69.77	409,278.47	9,172.04
Mastercard	4.600%	06/08/26	06/08/31	1,681	4.580%	215,000.00	215,199.95	(14.03)	215,185.92	3,928.53
Mastercard	4.600%	06/08/26	06/08/31	1,681	4.620%	330,000.00	329,736.00	18.91	329,754.91	6,029.83
Intuit Inc	4.950%	06/11/26	06/15/31	1,688	4.980%	260,000.00	259,677.60	23.03	259,700.63	5,005.00
Intuit Inc	4.950%	06/11/26	06/15/31	1,688	4.960%	280,000.00	279,924.40	5.82	279,930.22	5,390.00
Nvidia	4.500%	08/14/26	06/15/31	1,688	5.000%	280,000.00	274,083.60	233.55	274,317.15	4,655.00
Nvidia	4.500%	06/18/26	06/15/31	1,688	4.540%	370,000.00	369,297.00	48.01	369,345.01	6,151.25
Amazon Com Inc	4.800%	07/09/26	07/09/31	1,712	4.830%	275,000.00	274,650.75	20.54	274,671.29	4,106.67
Accenture Capital	5.000%	07/10/26	07/10/31	1,713	4.970%	155,000.00	155,176.70	(9.40)	155,167.30	2,389.58
Accenture Capital	5.000%	07/10/26	07/10/31	1,713	5.000%	390,000.00	389,949.30	3.93	389,953.23	6,012.50
Servicenow Inc	4.700%	05/15/26	08/15/31	1,749	4.820%	195,000.00	193,869.00	89.19	193,958.19	4,226.08
Alphabet Inc	4.875%	08/21/26	08/15/31	1,749	4.950%	215,000.00	214,258.25	26.60	214,284.85	2,358.28
Alphabet Inc	4.875%	08/21/26	08/15/31	1,749	4.960%	220,000.00	219,177.20	29.01	219,206.21	2,413.13
Alphabet Inc	4.875%	08/10/26	08/15/31	1,749	4.990%	550,000.00	547,195.00	113.18	547,308.18	6,032.81
Advanced Micro Devices	5.000%	08/20/26	08/17/31	1,751	5.050%	220,000.00	219,538.00	16.46	219,554.46	2,261.11
Abbvie Inc	4.875%	08/18/26	09/15/31	1,780	4.880%	480,000.00	479,889.60	5.43	479,895.03	4,745.00
Salesforce Inc	4.900%	03/13/26	09/15/31	1,780	4.940%	545,000.00	543,959.05	107.32	544,066.37	3,412.31
Texas Instruments	**5.350%**	**11/09/26**	**11/09/31**	**1,835**	**5.400%**	**85,000.00**	**84,812.15**	**0.00**	**84,812.15**	-
Goldman Sachs Group	4.516%	01/21/26	01/21/32	1,908	4.520%	270,000.00	270,000.00	0.00	270,000.00	3,387.00
Morgan Stanley Bank	4.809%	04/17/26	04/16/32	1,994	4.810%	400,000.00	400,000.00	0.00	400,000.00	801.50
UBS AG Stamford Ct	5.053%	08/07/26	08/07/32	2,107	5.020%	150,000.00	150,267.00	(8.47)	150,258.53	1,768.55
UBS AG Stamford Ct	5.053%	08/07/26	08/07/32	2,107	5.050%	250,000.00	250,000.00	0.00	250,000.00	2,947.58
Charles Schwab	5.108%	10/13/26	08/12/32	2,112	5.690%	280,000.00	271,950.00	59.04	272,009.04	3,138.58
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,196	4.220%	260,000.00	259,940.20	11.07	259,951.27	2,525.46
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,196	4.210%	290,000.00	290,000.00	0.00	290,000.00	2,816.86
Citibank NA	4.914%	05/29/25	05/29/30	1,306	4.910%	250,000.00	250,000.00	0.00	250,000.00	5,187.00
	Weighted Avg Maturity			1,434	4.197%	$ 56,429,581.07	$ 55,492,795.55	$ 211,473.27	$ 55,704,268.82	$ 421,993.78
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	3.940%	10/31/26	11/01/26	1	3.940%	249,580.42	249,580.42	0.00	249,580.42	-
US Treasury Notes	3.500%	10/29/25	09/30/27	334	3.500%	100,000.00	99,992.19	4.07	99,996.26	307.69
US Treasury Notes	3.500%	10/29/25	09/30/27	334	3.500%	130,000.00	129,994.92	2.65	129,997.57	400.00
US Treasury Notes	3.875%	01/21/26	11/30/27	395	3.590%	200,000.00	201,015.63	(417.17)	200,598.46	3,260.93
US Treasury Notes	3.625%	01/26/26	03/31/28	517	3.610%	85,000.00	85,016.60	(5.59)	85,011.01	270.88
US Treasury Notes	1.250%	01/14/26	05/31/28	578	3.550%	100,000.00	94,804.69	1,694.70	96,499.39	525.96
US Treasury Notes	1.250%	01/23/26	05/31/28	578	3.640%	110,000.00	104,121.88	1,876.04	105,997.92	578.55
US Treasury Notes	1.250%	06/04/21	05/31/28	578	1.230%	275,000.00	275,365.23	(282.59)	275,082.64	1,446.38
US Treasury Notes	1.250%	10/03/24	05/31/28	578	3.550%	300,000.00	276,562.50	12,951.27	289,513.77	1,577.87
US Treasury Notes	3.875%	08/20/26	07/15/28	623	4.180%	150,000.00	149,162.11	84.76	149,246.87	1,721.64
US Treasury Notes	1.000%	08/02/21	07/31/28	639	0.990%	400,000.00	400,203.13	(152.37)	400,050.76	1,010.87
US Treasury Notes	1.125%	09/02/21	08/31/28	670	1.070%	200,000.00	200,679.69	(501.65)	200,178.04	385.36
US Treasury Notes	3.125%	05/01/19	11/15/28	746	2.470%	150,000.00	158,320.31	(6,541.65)	151,778.66	2,165.42
US Treasury Notes	2.750%	06/03/22	05/31/29	943	2.950%	250,000.00	246,933.59	1,935.42	248,869.01	2,892.76
US Treasury Notes	3.250%	07/06/22	06/30/29	973	2.870%	500,000.00	511,992.19	(7,422.84)	504,569.35	5,475.54
US Treasury Notes	4.125%	09/02/26	10/31/29	1,096	4.470%	270,000.00	267,268.36	131.43	267,399.79	30.77
US Treasury Notes	4.000%	08/23/24	10/31/29	1,096	4.290%	400,000.00	394,265.63	2,695.10	396,960.73	44.20
US Treasury Notes	4.000%	03/05/24	10/31/29	1,096	3.750%	550,000.00	556,359.38	(2,534.30)	553,825.08	60.77
US Treasury Notes	1.750%	02/03/20	11/15/29	1,111	1.560%	250,000.00	254,355.47	(3,001.63)	251,353.84	2,021.06
US Treasury Notes	1.500%	03/04/22	02/15/30	1,203	1.820%	125,000.00	122,041.02	1,734.64	123,775.66	397.42
US Treasury Notes	3.625%	08/02/24	03/31/30	1,247	3.940%	600,000.00	590,460.94	3,540.16	594,001.10	1,912.09
US Treasury Notes	3.875%	12/26/25	04/30/30	1,277	3.690%	195,000.00	196,439.65	(262.97)	196,176.68	20.87
US Treasury Notes	0.625%	06/29/20	05/15/30	1,292	0.650%	100,000.00	99,765.62	150.47	99,916.09	288.72
US Treasury Notes	0.625%	11/03/21	08/15/30	1,384	1.500%	250,000.00	232,148.44	10,150.78	242,299.22	331.18

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
October 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/26
US Treasury Notes	4.125%	11/05/24	08/31/30	1,400	4.220%	110,000.00	109,432.81	178.72	109,611.53	777.14
US Treasury Notes	4.625%	09/03/24	09/30/30	1,430	3.750%	600,000.00	628,312.50	(9,352.65)	618,959.85	2,439.56
US Treasury Notes	0.875%	12/11/20	11/15/30	1,476	0.880%	200,000.00	199,867.19	78.74	199,945.93	808.42
US Treasury Notes	3.750%	01/04/24	12/31/30	1,522	3.960%	600,000.00	592,242.19	2,884.83	595,127.02	7,581.52
US Treasury Notes	3.875%	03/31/26	03/31/31	1,612	4.100%	525,000.00	519,606.45	580.95	520,187.40	1,788.46
US Treasury Notes	4.625%	07/10/26	05/31/31	1,673	4.280%	90,000.00	91,335.94	(76.70)	91,259.24	1,751.43
US Treasury Notes	4.125%	08/31/26	07/31/31	1,734	4.490%	100,000.00	98,414.06	49.28	98,463.34	1,042.46
US Treasury Notes	3.750%	12/30/24	08/31/31	1,765	4.510%	190,000.00	181,746.88	2,036.05	183,782.93	1,220.30
US Treasury Notes	3.750%	03/03/26	08/31/31	1,765	3.690%	300,000.00	300,914.06	(100.99)	300,813.07	1,926.80
US Treasury Notes	4.125%	07/03/25	10/31/31	1,826	3.920%	375,000.00	379,189.45	(795.72)	378,393.73	42.73
US Treasury Notes	1.375%	02/22/22	11/15/31	1,841	1.940%	450,000.00	427,517.58	10,839.40	438,356.98	2,858.36
US Treasury Notes	4.125%	09/30/25	11/30/31	1,856	3.820%	400,000.00	406,546.88	(1,044.30)	405,502.58	6,942.62
US Treasury Notes	4.500%	10/06/25	12/31/31	1,887	3.810%	575,000.00	596,719.72	(3,375.80)	593,343.92	8,718.75
US Treasury Notes	2.875%	09/04/25	05/15/32	2,023	3.990%	195,000.00	182,378.32	1,950.13	184,328.45	2,589.84
US Treasury Notes	4.000%	10/29/25	07/31/32	2,100	3.770%	100,000.00	101,359.38	(181.55)	101,177.83	1,010.87
US Treasury Notes	3.750%	12/26/25	11/30/32	2,222	3.930%	75,000.00	74,188.48	88.24	74,276.72	1,183.40
US Treasury Notes	3.500%	01/07/26	02/15/33	2,299	3.940%	125,000.00	122,856.45	214.92	123,071.37	1,972.34
US Treasury Notes	3.750%	04/09/26	02/28/33	2,312	4.080%	30,000.00	29,401.17	42.91	29,444.08	192.68
US Treasury Notes	3.750%	05/06/26	02/28/33	2,312	4.230%	220,000.00	213,786.72	389.99	214,176.71	1,412.98
US Treasury Notes	4.125%	05/06/26	04/30/33	2,373	4.240%	150,000.00	148,968.75	63.04	149,031.79	17.09
US Treasury Notes	4.125%	09/02/26	04/30/33	2,373	4.650%	150,000.00	145,546.88	93.65	145,640.53	17.09
US Treasury Notes	4.125%	04/30/26	04/30/33	2,373	4.220%	290,000.00	288,334.77	104.08	288,438.85	33.05
US Treasury Notes	4.500%	03/04/25	11/15/33	2,572	4.220%	90,000.00	91,785.94	(292.16)	91,493.78	1,870.92
US Treasury Notes	4.500%	09/04/25	11/15/33	2,572	4.120%	95,000.00	97,504.88	(304.79)	97,200.09	1,974.86
US Treasury Notes	4.250%	04/03/25	11/15/34	2,937	4.150%	190,000.00	191,439.85	(197.73)	191,242.12	3,730.30
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	135	2.890%	55,000.00	55,000.00	0.00	55,000.00	202.96
New York City	5.429%	10/22/26	10/01/30	1,431	5.430%	70,000.00	70,000.00	0.00	70,000.00	95.01
NYC Transitional	4.930%	05/29/25	05/01/31	1,643	4.930%	150,000.00	150,000.00	0.00	150,000.00	3,697.50
Illinois St-A-Txbl	5.280%	10/14/26	10/01/31	1,796	5.280%	290,000.00	290,000.00	0.00	290,000.00	723.07
New York H	5.171%	04/29/25	02/01/32	1,919	5.170%	300,000.00	300,000.00	0.00	300,000.00	3,878.25
Oregon St B	4.891%	04/29/25	05/01/32	2,009	4.890%	75,000.00	75,000.00	0.00	75,000.00	1,834.13
NYC Transitional	5.030%	05/29/25	05/01/32	2,009	5.030%	150,000.00	150,000.00	0.00	150,000.00	3,772.50
Hawaii St	4.569%	04/30/26	10/01/33	2,527	4.570%	155,000.00	155,000.00	0.00	155,000.00	590.16
FR ZT1267	2.500%	08/21/19	05/01/28	548	2.320%	3,809.33	3,862.31	(43.50)	3,818.81	7.94
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	609	2.720%	6,943.33	7,120.17	(148.28)	6,971.89	17.36
FG J32374	2.500%	02/17/22	11/01/28	732	2.220%	14,736.27	14,994.16	(179.93)	14,814.23	30.70
Fannie Mae Pool	4.000%	03/18/19	03/01/29	852	3.630%	3,130.14	3,226.49	(73.27)	3,153.22	10.43
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,158	3.000%	4,775.51	5,056.07	(218.11)	4,837.96	13.93
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,370	2.630%	6,564.27	6,852.48	(212.44)	6,640.04	16.41
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,462	2.960%	6,745.16	7,182.54	(316.98)	6,865.56	19.67
FR ZS7331	3.000%	02/13/20	12/01/30	1,492	2.600%	20,669.68	21,451.25	(482.70)	20,968.55	51.67
FN FM1082	3.000%	08/19/19	09/01/31	1,766	2.720%	11,227.19	11,551.73	(193.05)	11,358.68	28.07
FG G16635	3.000%	04/18/19	02/01/32	1,919	2.930%	17,207.54	17,343.98	(80.12)	17,263.86	43.02
FN FS2986	4.000%	10/21/22	10/01/32	2,162	4.370%	50,175.93	48,686.33	599.31	49,285.64	167.25
FN BM5462	3.000%	06/21/19	11/01/32	2,193	2.800%	18,046.46	18,455.32	(223.99)	18,231.33	45.12
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,285	3.730%	6,081.32	6,264.69	(104.76)	6,159.93	20.27
FN CA1455	4.000%	12/20/18	03/01/33	2,313	3.760%	18,651.53	19,136.76	(267.47)	18,869.29	62.17
FN BM5830	3.500%	06/05/19	04/01/34	2,709	3.180%	24,022.80	24,923.65	(446.97)	24,476.68	70.07
FN FM0047	3.000%	06/17/21	12/01/34	2,953	2.450%	36,340.46	38,640.13	(913.63)	37,726.50	90.85
FR SB0759	4.500%	10/18/22	03/01/35	3,043	4.630%	50,294.90	49,666.21	204.04	49,870.25	188.61
FR SB0364	3.500%	06/21/21	06/01/35	3,135	2.830%	30,885.52	33,279.15	(914.71)	32,364.44	90.08
FR SB0666	4.000%	05/17/22	06/01/35	3,135	3.750%	62,376.97	64,014.37	(556.68)	63,457.69	207.92
FN FM3701	2.500%	07/27/20	07/01/35	3,165	2.040%	31,095.25	32,917.24	(760.40)	32,156.84	64.78
FR SB0361	3.000%	03/20/23	07/01/35	3,165	3.530%	64,389.85	61,019.44	986.48	62,005.92	160.97
FN FM5714	4.000%	03/19/21	11/01/35	3,288	3.230%	19,315.21	21,041.51	(659.13)	20,382.38	64.38
FR SB1478	5.000%	04/10/25	02/01/40	4,841	4.960%	205,207.92	206,137.77	(68.19)	206,069.58	855.03
FN FM8086	3.500%	10/15/21	07/01/51	9,009	3.090%	113,290.61	122,229.95	(1,507.42)	120,722.53	330.43
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	579	3.400%	50,861.66	50,861.03	0.45	50,861.48	144.11
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	609	4.580%	227,619.89	223,761.01	2,516.66	226,277.67	791.31
FHMS K508 A2	4.740%	10/19/23	08/01/28	640	5.260%	250,000.00	244,516.00	3,252.72	247,768.72	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	640	4.990%	255,000.00	251,227.79	2,269.59	253,497.38	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	671	5.600%	190,000.00	183,942.23	3,458.31	187,400.54	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	671	5.070%	250,000.00	247,011.75	1,736.03	248,747.78	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	701	5.140%	90,000.00	89,739.81	147.00	89,886.81	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	725	4.930%	140,000.00	139,597.78	226.31	139,824.09	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	732	4.780%	56,678.70	52,912.01	2,482.36	55,394.37	141.70
FHMS K750 A1	3.000%	11/03/22	11/01/28	732	4.260%	119,666.31	120,783.76	(614.19)	120,169.57	498.61
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	732	4.460%	158,875.56	158,875.24	0.20	158,875.44	589.83
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	762	4.380%	89,492.09	89,490.56	0.98	89,491.54	326.42
FHMS K514 A2	4.572%	06/06/24	12/01/28	762	4.960%	265,000.00	260,859.38	2,060.64	262,920.02	1,009.65
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	817	4.560%	46,094.86	46,093.42	0.90	46,094.32	175.08
FHMS K752 A1	4.284%	08/24/23	01/01/29	793	4.910%	81,104.67	78,708.93	1,408.46	80,117.39	289.54

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
October 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/26
FHMS K749 A2	2.120%	04/15/25	03/01/29	852	4.200%	200,000.00	184,835.94	5,615.04	190,450.98	353.33
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	974	3.900%	66,511.52	66,508.98	1.53	66,510.51	216.27
FHMS K526 A2	4.543%	08/15/24	07/01/29	974	4.330%	240,000.00	242,244.96	(941.19)	241,303.77	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	974	4.520%	270,000.00	245,552.34	10,419.76	255,972.10	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,036	4.340%	160,000.00	163,197.92	(1,234.05)	161,963.87	638.80
FHMS K113 A2	1.341%	07/09/26	06/01/30	1,309	4.330%	330,000.00	294,060.94	2,593.85	296,654.79	368.78
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,339	3.310%	203,818.10	175,681.65	10,770.47	186,452.12	151.50
FHMS K117 A2	1.406%	10/09/26	08/01/30	1,370	5.300%	175,000.00	151,764.65	329.78	152,094.43	205.04
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,401	5.010%	179,881.67	179,876.45	2.03	179,878.48	750.56
FHMS K122 A2	1.521%	10/06/26	11/01/30	1,462	5.320%	315,000.00	271,466.02	653.27	272,119.29	399.26
FHMS KLU3 A2	1.758%	09/09/26	01/01/31	1,523	4.760%	290,000.00	261,215.23	863.70	262,078.93	424.85
FHMS K128 A2	2.020%	10/08/26	03/01/31	1,582	5.400%	265,000.00	231,305.66	427.97	231,733.63	446.08
FNA 2026-M112A2	4.250%	06/29/26	05/01/31	1,643	4.530%	210,000.00	207,440.63	122.11	207,562.74	743.75
FNA 2022-M1G A2	1.582%	09/30/26	09/01/31	1,766	5.520%	175,000.00	148,326.17	13.53	148,339.70	223.32
FNA 2026-G5 A2	4.677%	10/29/26	09/01/31	1,766	5.560%	300,000.00	289,634.70	(145.05)	289,489.65	1,169.25
FNA 2025-M5 A2	1.843%	09/30/26	11/01/31	1,827	5.480%	240,000.00	203,559.38	18.08	203,577.46	356.65
FHMS K-1513 A2	2.726%	10/16/26	12/01/31	1,857	5.380%	155,000.00	138,979.30	112.76	139,092.06	352.11
FHR 4096 PA	1.375%	02/21/20	08/01/27	274	1.490%	3,947.51	3,915.44	28.68	3,944.12	4.52
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	427	1.440%	2,745.64	2,706.71	32.89	2,739.60	2.86
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	548	1.860%	9,609.67	9,528.59	66.05	9,594.64	14.01
Fannie Mae	2.500%	10/25/19	03/01/33	2,313	2.400%	19,609.62	19,824.10	(112.06)	19,712.04	40.85
FHR 4243 BZ	3.500%	07/15/26	08/01/33	2,466	3.960%	300,498.50	291,953.07	223.36	292,176.43	876.45
Freddie Mac	3.000%	05/03/19	04/01/34	2,709	2.960%	23,989.33	24,107.40	(59.13)	24,048.27	59.97
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,531	1.180%	26,146.42	25,525.42	203.26	25,728.68	21.79
FHR 5050 XL	1.000%	07/19/24	07/01/36	3,531	1.820%	110,924.15	101,131.63	1,647.32	102,778.95	92.44
FHR 4368 DZ	3.500%	10/21/26	05/01/39	4,565	5.340%	290,930.18	274,338.07	(54.01)	274,284.06	848.55
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,626	1.690%	111,406.56	101,275.52	1,328.17	102,603.69	92.84
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,296	1.550%	113,778.17	104,569.25	1,069.83	105,639.08	94.82
FHR 4384 BA	3.000%	05/29/26	08/01/43	6,118	3.270%	289,534.71	279,401.00	152.53	279,553.53	723.84
FNR 2015-33 P	2.500%	02/14/20	06/01/45	6,788	2.400%	10,663.45	10,866.72	(53.71)	10,813.01	22.22
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,306	1.830%	21,928.53	22,730.29	(193.68)	22,536.61	36.55
GNR 2025-39G	3.000%	10/07/26	04/01/48	7,823	5.520%	215,643.47	197,027.37	40.94	197,068.31	539.11
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,188	3.840%	184,421.81	174,429.90	686.24	175,116.14	537.90
Fannie Mae Notes	0.750%	10/07/20	10/08/27	342	0.770%	210,000.00	209,699.70	260.12	209,959.82	100.63
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,374	0.930%	100,000.00	99,485.00	321.25	99,806.25	209.03
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,050	3.120%	230,000.00	237,378.40	(3,175.25)	234,203.15	3,130.56
Kenvue Inc	5.050%	06/30/25	03/22/28	508	4.120%	150,000.00	153,541.50	(1,741.67)	151,799.83	820.63
Citigroup Inc	4.643%	05/07/25	05/07/28	554	4.640%	200,000.00	200,000.00	0.00	200,000.00	4,488.23
HSBC USA	4.650%	06/03/25	06/03/28	581	4.650%	150,000.00	150,012.00	(5.41)	150,006.59	2,867.50
KLA Corp	4.100%	11/14/25	03/15/29	866	4.080%	215,000.00	215,144.05	(39.61)	215,104.44	1,126.36
Mercedes Benz	4.875%	08/04/26	08/03/29	1,007	4.940%	150,000.00	149,748.00	19.43	149,767.43	1,767.19
Illinois Tool Works	4.650%	08/13/26	08/13/29	1,017	4.740%	235,000.00	234,407.80	40.34	234,448.14	2,367.63
Roche Holdings	4.203%	10/15/25	09/09/29	1,044	4.060%	100,000.00	100,490.00	(126.73)	100,363.27	607.10
Citigroup Inc	5.266%	09/24/26	09/24/29	1,059	5.270%	170,000.00	170,000.00	0.00	170,000.00	920.09
USAA Capital Corp	5.375%	10/01/26	10/01/29	1,066	5.490%	210,000.00	209,363.70	16.58	209,380.28	940.63
Bank of America Corp	5.385%	10/20/26	10/20/29	1,085	5.390%	215,000.00	215,000.00	0.00	215,000.00	353.76
Kimberly Clark Corp	5.300%	10/29/26	10/29/29	1,094	5.310%	110,000.00	109,967.00	0.21	109,967.21	32.39
National Rural Util	5.400%	10/30/26	10/30/29	1,095	5.440%	45,000.00	44,948.25	0.13	44,948.38	6.75
National Rural Util	5.400%	10/30/26	10/30/29	1,095	5.460%	55,000.00	54,915.85	0.19	54,916.04	8.25
Wells Fargo	4.182%	01/23/26	01/23/30	1,180	4.180%	50,000.00	50,000.00	0.00	50,000.00	569.22
Adobe Inc	2.300%	02/25/26	02/01/30	1,189	4.090%	45,000.00	42,104.25	471.18	42,575.43	258.75
Adobe Inc	2.300%	02/10/26	02/01/30	1,189	4.130%	125,000.00	116,687.50	1,419.53	118,107.03	718.75
Adobe Inc	2.300%	02/06/26	02/01/30	1,189	4.130%	220,000.00	205,363.40	2,531.23	207,894.63	1,265.00
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,323	4.520%	80,000.00	79,929.60	18.03	79,947.63	1,360.00
Truist Financial Corp	4.957%	07/23/26	07/23/30	1,361	4.940%	40,000.00	40,028.00	(2.38)	40,025.62	539.76
Truist Financial Corp	4.957%	07/23/26	07/23/30	1,361	4.960%	105,000.00	105,000.00	0.00	105,000.00	1,416.88
Truist Financial Corp	4.957%	07/23/26	07/23/30	1,361	5.020%	145,000.00	144,681.00	20.31	144,701.31	1,956.64
Taylor Morrison Comm	5.125%	10/13/26	08/01/30	1,370	5.570%	165,000.00	162,480.45	30.20	162,510.65	2,114.06
Wells Fargo	5.366%	09/24/26	09/24/30	1,424	5.370%	205,000.00	205,000.00	0.00	205,000.00	1,130.59
Totalenergi Cap USA LLC	4.248%	01/13/26	01/13/31	1,535	4.250%	135,000.00	135,000.00	0.00	135,000.00	1,720.44
Caterpillar Finl	4.500%	05/15/26	05/15/31	1,657	4.530%	115,000.00	114,842.45	13.24	114,855.69	2,386.25
National Secs Clearing	4.700%	06/09/26	06/09/31	1,682	4.710%	250,000.00	249,922.50	5.81	249,928.31	4,634.72
Intuit Inc	4.950%	06/11/26	06/15/31	1,688	4.980%	140,000.00	139,826.40	12.40	139,838.80	2,695.00
Intuit Inc	4.950%	06/11/26	06/15/31	1,688	4.960%	150,000.00	149,959.50	3.12	149,962.62	2,887.50
Nvidia	4.500%	08/14/26	06/15/31	1,688	5.000%	150,000.00	146,830.50	125.12	146,955.62	2,493.75
Alphabet Inc	4.875%	08/10/26	08/15/31	1,749	4.990%	270,000.00	268,623.00	55.56	268,678.56	2,961.56
Advanced Micro Devices	5.000%	08/20/26	08/17/31	1,751	5.050%	120,000.00	119,748.00	8.98	119,756.98	1,233.33
John Deere Capital	5.050%	09/11/26	09/11/31	1,776	5.070%	145,000.00	144,898.50	2.66	144,901.16	1,017.01
Abbvie Inc	4.875%	08/18/26	09/15/31	1,780	4.880%	260,000.00	259,940.20	2.94	259,943.14	2,570.21
Goldman Sachs Group	4.516%	01/21/26	01/21/32	1,908	4.520%	150,000.00	150,000.00	0.00	150,000.00	1,881.67
Morgan Stanley Bank	4.809%	04/17/26	04/16/32	1,994	4.810%	220,000.00	220,000.00	0.00	220,000.00	440.83
UBS AG Stamford Ct	5.053%	08/07/26	08/07/32	2,107	5.020%	250,000.00	250,445.00	(14.11)	250,430.89	2,947.58
Charles Schwab	5.108%	10/13/26	08/12/32	2,112	5.690%	150,000.00	145,687.50	31.63	145,719.13	1,681.38
Totalenergi Cap USA LLC	4.569%	01/13/26	01/13/33	2,266	4.570%	145,000.00	145,000.00	0.00	145,000.00	1,987.52
Salesforce Inc	5.200%	03/13/26	03/15/33	2,327	5.240%	295,000.00	294,348.05	51.31	294,399.36	1,960.11
Servicenow Inc	5.050%	05/15/26	05/15/33	2,388	5.190%	155,000.00	153,721.25	71.57	153,792.82	3,609.35
Nvidia	4.750%	06/18/26	06/15/33	2,419	4.780%	290,000.00	289,556.30	21.61	289,577.91	5,089.10
Accenture Capital	5.300%	07/10/26	07/10/33	2,444	5.330%	290,000.00	289,547.60	18.16	289,565.76	4,739.08
Alphabet Inc	5.200%	08/10/26	08/15/33	2,480	5.280%	145,000.00	144,367.80	17.66	144,385.46	1,696.50
Texas Instruments	**5.500%**	**11/09/26**	**11/09/33**	**2,566**	**5.570%**	**145,000.00**	**144,402.31**	**0.00**	**144,402.31**	-
Evergy Kansas Central	5.600%	09/16/26	01/15/34	2,633	5.610%	70,000.00	69,972.70	0.63	69,973.33	490.00

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/26
Amazon Com Inc	4.875%	06/01/26	03/13/36	3,421	5.020%	290,000.00	286,804.20	107.79	286,911.99	1,885.00
Salesforce Inc	5.000%	05/08/26	05/07/36	3,476	4.980%	290,000.00	290,452.40	(17.46)	290,434.94	7,008.33
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,196	4.220%	50,000.00	49,988.50	2.13	49,990.63	485.67
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,196	4.210%	250,000.00	250,000.00	0.00	250,000.00	2,428.33
	Weighted Avg Maturity			1,730	4.130%	$ 30,661,946.32	$ 30,152,922.80	$ 67,274.49	$ 30,220,197.29	$ 213,426.36
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	3.940%	10/31/26	11/01/26	1	3.940%	479,301.67	479,301.67	0.00	479,301.67	-
US Treasury Notes	3.125%	09/04/25	08/31/27	304	3.680%	750,000.00	742,119.14	4,531.76	746,650.90	4,014.16
US Treasury Notes	3.875%	01/21/26	11/30/27	395	3.590%	670,000.00	673,402.34	(1,397.50)	672,004.84	10,924.11
US Treasury Notes	3.500%	01/21/26	01/31/28	457	3.600%	325,000.00	324,377.93	234.56	324,612.49	2,874.66
US Treasury Notes	3.500%	01/07/26	01/31/28	457	3.470%	2,150,000.00	2,151,259.77	(487.50)	2,150,772.27	19,016.98
US Treasury Notes	1.125%	04/03/25	02/29/28	486	3.840%	400,000.00	370,421.88	15,663.06	386,084.94	770.72
US Treasury Notes	3.375%	03/13/26	02/29/28	486	3.740%	1,500,000.00	1,489,570.31	3,298.42	1,492,868.73	8,670.58
US Treasury Notes	1.125%	03/05/26	02/29/28	486	3.430%	3,000,000.00	2,868,046.88	42,763.43	2,910,810.31	5,780.39
US Treasury Notes	3.750%	03/31/26	04/15/28	532	4.020%	1,500,000.00	1,492,207.03	2,182.62	1,494,389.65	2,627.06
US Treasury Notes	3.750%	05/21/25	05/15/28	562	3.940%	200,000.00	198,953.13	492.32	199,445.45	3,464.67
US Treasury Notes	3.750%	07/03/25	05/15/28	562	3.690%	1,950,000.00	1,952,970.70	(1,335.44)	1,951,635.26	33,780.57
US Treasury Notes	3.750%	06/05/25	05/31/28	578	3.890%	775,000.00	769,248.05	2,629.69	771,877.74	11,820.87
US Treasury Notes	3.625%	05/06/26	05/31/28	578	3.890%	1,525,000.00	1,517,136.72	1,807.15	1,518,943.87	23,260.42
US Treasury Notes	4.000%	08/05/25	06/30/28	608	3.890%	1,725,000.00	1,730,053.71	(2,088.84)	1,727,964.87	23,250.00
US Treasury Notes	3.875%	08/20/26	07/15/28	623	4.180%	785,000.00	780,615.04	443.60	781,058.64	9,009.90
US Treasury Notes	4.125%	09/04/25	07/31/28	639	3.650%	1,400,000.00	1,418,210.94	(7,031.26)	1,411,179.68	14,594.43
US Treasury Notes	3.500%	08/31/26	10/15/28	715	4.360%	400,000.00	393,109.38	526.75	393,636.13	653.85
US Treasury Notes	3.500%	03/04/26	10/15/28	715	3.550%	600,000.00	599,226.56	189.77	599,416.33	980.77
US Treasury Notes	4.875%	08/31/26	10/31/28	731	4.370%	475,000.00	479,916.99	(363.94)	479,553.05	63.97
US Treasury Notes	3.500%	07/10/26	03/15/29	866	4.200%	600,000.00	589,476.56	1,165.22	590,641.78	2,726.52
US Treasury Notes	3.500%	04/13/26	03/15/29	866	3.800%	675,000.00	669,383.79	1,013.41	670,397.20	3,067.33
US Treasury Notes	4.125%	08/11/26	06/15/29	958	4.290%	500,000.00	497,812.50	164.03	497,976.53	7,832.99
US Treasury Notes	4.250%	06/05/26	06/30/29	973	4.100%	600,000.00	602,578.13	(322.72)	602,255.41	8,592.39
US Treasury Notes	4.000%	07/02/26	07/31/29	1,004	4.200%	400,000.00	397,671.88	238.75	397,910.63	4,043.48
US Treasury Notes	4.000%	07/09/26	07/31/29	1,004	4.230%	500,000.00	496,679.69	322.24	497,001.93	5,054.35
NYC Transitional	4.487%	05/29/25	05/01/28	548	4.490%	125,000.00	125,000.00	0.00	125,000.00	2,804.38
Oregon St B	4.368%	04/29/25	05/01/28	548	4.370%	145,000.00	145,000.00	0.00	145,000.00	3,166.80
New York City	5.302%	10/22/26	10/01/29	1,066	5.300%	145,000.00	145,000.00	0.00	145,000.00	192.20
Illinois St-A-Txbl	5.170%	10/14/26	10/01/29	1,066	5.170%	525,000.00	525,000.00	0.00	525,000.00	1,281.73
FN AL2092	3.000%	03/06/18	07/01/27	243	2.980%	3,628.30	3,632.83	(4.18)	3,628.65	9.07
Fannie Mae Pool	3.500%	04/05/18	02/01/28	458	3.230%	15,809.48	16,170.13	(312.63)	15,857.50	46.11
Fannie Mae Pool	3.500%	04/05/18	03/01/28	487	3.230%	7,952.44	8,133.86	(155.95)	7,977.91	23.19
Fannie Mae Pool	3.500%	04/05/18	04/01/28	518	3.240%	9,727.47	9,940.26	(181.40)	9,758.86	28.37
FR ZT1267	2.500%	08/21/19	05/01/28	548	2.320%	9,999.47	10,138.53	(114.18)	10,024.35	20.83
FN CA1940	4.000%	07/11/18	06/01/28	579	3.640%	11,135.25	11,465.83	(275.77)	11,190.06	37.12
FG J32374	2.500%	02/17/22	11/01/28	732	2.220%	43,706.50	44,471.37	(533.65)	43,937.72	91.06
Fannie Mae Pool	4.000%	03/18/19	03/01/29	852	3.630%	8,719.65	8,988.05	(204.11)	8,783.94	29.07
FN FS2986	4.000%	10/21/22	10/01/32	2,162	4.370%	140,492.67	136,321.79	1,678.07	137,999.86	468.31
FR SB0364	3.500%	06/21/21	06/01/35	3,135	2.830%	92,656.49	99,837.37	(2,744.12)	97,093.25	270.25
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	182	4.920%	245,764.53	233,677.90	9,466.23	243,144.13	626.90
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	243	4.320%	374,885.74	361,764.74	9,215.49	370,980.23	922.22
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	335	3.910%	134,290.09	126,673.33	5,504.32	132,177.65	258.28
FHMS K070 A2	3.303%	07/05/24	11/01/27	366	4.890%	492,377.36	467,893.13	16,250.01	484,143.14	1,355.27
FHMS K071 A2	3.286%	03/31/25	11/01/27	366	4.360%	500,000.00	486,914.06	7,419.00	494,333.06	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	396	4.200%	431,490.51	423,079.81	4,688.37	427,768.18	1,238.38
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	427	4.070%	434,066.53	421,756.68	6,667.69	428,424.37	1,059.22
FHMS K506 A1	4.650%	09/14/23	05/01/28	548	5.010%	599,610.61	590,643.45	5,717.06	596,360.51	2,323.49
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	579	4.990%	295,876.89	293,449.77	1,478.62	294,928.39	1,177.84
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	609	4.580%	575,744.41	565,983.74	6,365.65	572,349.39	2,001.55
FHMS K506 A2	4.650%	04/07/26	08/01/28	640	4.230%	500,000.00	504,746.09	(1,077.03)	503,669.06	1,937.50
FHMS K507 A2	4.800%	04/07/26	09/01/28	671	4.240%	525,000.00	531,870.12	(1,504.03)	530,366.09	2,100.00
FHMS K082 AM	3.920%	08/12/26	09/01/28	671	4.570%	540,000.00	532,849.22	703.51	533,552.73	1,764.00
FHMS K085 AM	4.060%	08/12/26	10/01/28	701	4.580%	315,000.00	311,566.99	324.40	311,891.39	1,065.75
FHMS K514 A2	4.572%	03/06/26	12/01/28	762	3.950%	510,000.00	518,466.80	(1,877.19)	516,589.61	1,943.10
FHMS K097 A2	2.508%	09/25/26	07/01/29	974	5.190%	550,000.00	513,326.17	206.47	513,532.64	1,149.50
FHMS K750 A2	3.000%	10/05/26	09/01/29	1,036	5.370%	275,000.00	259,735.35	342.79	260,078.14	687.50
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,066	3.380%	494,844.25	436,545.40	0.00	436,545.40	427.22
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,066	3.680%	528,918.16	478,567.63	21,890.19	500,457.82	785.88
FHMS K103 A2	2.651%	10/15/26	11/01/29	1,097	5.310%	600,000.00	556,312.50	572.92	556,885.42	1,325.50
FHMS K104 A2	2.253%	10/16/26	01/01/30	1,158	5.310%	575,000.00	525,271.48	579.73	525,851.21	1,079.56
FHMS K751 A2	4.412%	09/30/26	03/01/30	1,217	5.400%	375,000.00	365,185.55	7.34	365,192.89	1,378.75
FHMS K124 A1	0.964%	12/24/25	08/01/30	1,370	2.470%	442,053.55	412,594.82	5,111.78	417,706.60	355.12
FNA 2026-M12 A	2.202%	07/31/26	12/01/30	1,492	4.080%	279,325.33	258,506.86	735.01	259,241.87	478.06

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
October 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/26
FHR 4096 PA	1.375%	02/21/20	08/01/27	274	1.490%	10,257.62	10,174.28	74.54	10,248.82	11.75
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	548	1.860%	25,798.21	25,580.54	177.33	25,757.87	37.62
FHR 4243 BZ	3.500%	07/15/26	08/01/33	2,466	3.960%	529,287.15	514,235.54	393.42	514,628.96	1,543.75
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,531	1.180%	77,646.90	75,802.79	603.58	76,406.37	64.71
FHR 5050 XL	1.000%	07/16/24	07/01/36	3,531	1.820%	174,309.39	158,921.14	2,588.65	161,509.79	145.26
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,626	1.690%	202,557.39	184,137.33	2,414.84	186,552.17	168.80
FHR 5277 CA	2.500%	04/08/24	12/01/39	4,779	3.140%	241,910.86	222,576.89	3,154.54	225,731.43	503.98
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,296	1.550%	204,800.71	188,224.65	1,925.69	190,150.34	170.67
FNR 2021-45 DC	1.250%	05/29/26	07/01/41	5,357	1.790%	484,730.33	450,420.51	677.44	451,097.95	504.93
FHR 4384 BA	3.000%	05/29/26	08/01/43	6,118	3.270%	501,860.19	484,295.08	264.40	484,559.48	1,254.65
FNR 2015-33 P	2.500%	02/14/20	06/01/45	6,788	2.400%	27,991.63	28,525.22	(140.98)	28,384.24	58.32
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	116	3.240%	710,000.00	644,104.90	61,321.30	705,426.20	1,347.82
National Rural Util Corp	4.750%	02/07/25	02/07/28	464	4.650%	95,000.00	94,958.20	23.47	94,981.67	1,052.92
Abbvie Inc	3.775%	03/04/26	03/03/28	489	3.790%	150,000.00	149,949.00	16.49	149,965.49	912.29
Kenvue Inc	5.050%	06/30/25	03/22/28	508	4.120%	265,000.00	271,256.65	(3,076.94)	268,179.71	1,449.77
JP Morgan Chase	4.323%	10/06/25	04/26/28	543	4.160%	375,000.00	376,425.00	(969.96)	375,455.04	225.16
Citigroup Inc	4.643%	05/07/25	05/07/28	554	4.640%	370,000.00	370,000.00	0.00	370,000.00	8,303.23
HSBC USA	4.650%	06/03/25	06/03/28	581	4.650%	275,000.00	275,022.00	(9.93)	275,012.07	5,257.08
PNC Bank	4.429%	10/08/25	07/21/28	629	4.190%	375,000.00	377,276.25	(1,336.87)	375,939.38	4,613.54
State Street	5.147%	10/20/26	10/20/28	720	5.150%	270,000.00	270,000.00	0.00	270,000.00	424.63
Texas Instruments	**5.000%**	**11/09/26**	**11/09/28**	**740**	**5.090%**	**120,000.00**	**119,792.40**	**0.00**	**119,792.40**	-
Goldman Sachs	4.148%	01/21/26	01/21/29	813	4.150%	180,000.00	180,000.00	0.00	180,000.00	2,074.00
Goldman Sachs	4.148%	03/03/26	01/21/29	813	4.190%	210,000.00	209,754.30	53.88	209,808.18	2,419.67
Abbott Laboratories	3.700%	03/09/26	03/09/29	860	3.750%	415,000.00	414,472.95	108.96	414,581.91	2,217.94
KLA Corp	4.100%	11/14/25	03/15/29	866	4.080%	510,000.00	510,341.70	(93.96)	510,247.74	2,671.83
Salesforce Inc	4.650%	03/13/26	03/15/29	866	4.660%	550,000.00	549,879.00	24.52	549,903.52	3,267.92
UBS AG Stamford Ct	4.302%	03/16/26	03/16/29	867	4.300%	250,000.00	250,000.00	0.00	250,000.00	1,344.38
Caterpillar Finl	4.300%	05/15/26	05/15/29	927	4.340%	100,000.00	99,880.00	17.69	99,897.69	1,982.78
Gilead Sciences	4.400%	05/20/26	05/20/29	932	4.410%	385,000.00	384,926.85	10.60	384,937.45	7,575.94
Nvidia	4.350%	06/18/26	06/15/29	958	4.370%	1,030,000.00	1,029,515.90	57.34	1,029,573.24	16,552.96
Amazon Com Inc	4.600%	07/09/26	07/09/29	982	4.610%	525,000.00	524,853.00	14.40	524,867.40	7,513.33
Accenture Capital	4.750%	07/10/26	07/10/29	983	4.760%	230,000.00	229,960.90	4.06	229,964.96	3,368.54
Accenture Capital	4.750%	07/10/26	07/10/29	983	4.700%	290,000.00	290,388.60	(38.71)	290,349.89	4,247.29
Commonwealth Bank	4.800%	09/16/26	07/16/29	989	4.830%	250,000.00	249,792.50	9.17	249,801.67	1,500.00
Mercedes Benz	4.875%	08/04/26	08/03/29	1,007	4.940%	250,000.00	249,580.00	32.39	249,612.39	2,945.31
Alphabet Inc	4.625%	08/10/26	08/10/29	1,014	4.730%	335,000.00	333,988.30	72.10	334,060.40	3,486.09
Alphabet Inc	4.625%	08/10/26	08/10/29	1,014	4.630%	700,000.00	699,986.00	1.38	699,987.38	7,284.38
BMW US Capital	4.650%	06/03/26	08/13/29	1,017	4.690%	250,000.00	249,667.50	40.36	249,707.86	2,518.75
Illinois Tool Works	4.650%	08/13/26	08/13/29	1,017	4.740%	375,000.00	374,055.00	64.37	374,119.37	3,778.13
BMW US Capital	4.650%	06/03/26	08/13/29	1,017	4.690%	750,000.00	749,070.00	113.50	749,183.50	7,556.25
Aust & NZ Banking Grp	5.150%	09/29/26	08/17/29	1,021	5.160%	250,000.00	249,927.50	2.42	249,929.92	1,144.44
Paccar Financial	4.750%	09/10/26	09/10/29	1,045	4.770%	390,000.00	389,730.90	12.58	389,743.48	2,624.38
Glaxosmithkline Cap	4.850%	09/15/26	09/14/29	1,049	4.860%	165,000.00	164,945.55	2.47	164,948.02	1,022.54
Citigroup Inc	5.266%	09/24/26	09/24/29	1,059	5.270%	305,000.00	305,000.00	0.00	305,000.00	1,650.74
Cooperat Rabobank	5.189%	09/25/26	09/25/29	1,060	5.190%	525,000.00	525,000.00	0.00	525,000.00	2,724.23
USAA Capital Corp	5.375%	10/01/26	10/01/29	1,066	5.490%	380,000.00	378,848.60	30.01	378,878.61	1,702.08
Bank of America Corp	5.385%	10/20/26	10/20/29	1,085	5.390%	380,000.00	380,000.00	0.00	380,000.00	625.26
Kimberly Clark Corp	5.300%	10/29/26	10/29/29	1,094	5.310%	255,000.00	254,923.50	0.48	254,923.98	75.08
National Rural Util	5.400%	10/30/26	10/30/29	1,095	5.440%	110,000.00	109,873.50	0.31	109,873.81	16.50
National Rural Util	5.400%	10/30/26	10/30/29	1,095	5.460%	130,000.00	129,801.10	0.45	129,801.55	19.50
Wells Fargo	4.182%	01/23/26	01/23/30	1,180	4.180%	85,000.00	85,000.00	0.00	85,000.00	967.67
Morgan Stanley Bank	4.431%	01/26/26	01/23/30	1,180	4.300%	280,000.00	281,290.80	(230.17)	281,060.63	3,377.41
Truist Financial Corp	4.957%	07/23/26	07/23/30	1,361	4.940%	70,000.00	70,049.00	(4.16)	70,044.84	944.58
Truist Financial Corp	4.957%	07/23/26	07/23/30	1,361	4.960%	190,000.00	190,000.00	0.00	190,000.00	2,563.87
Truist Financial Corp	4.957%	07/23/26	07/23/30	1,361	5.020%	245,000.00	244,461.00	34.32	244,495.32	3,306.04
Wells Fargo	5.366%	09/24/26	09/24/30	1,424	5.370%	365,000.00	365,000.00	0.00	365,000.00	2,013.00
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,196	4.220%	225,000.00	224,948.25	9.58	224,957.83	2,185.49
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,196	4.210%	275,000.00	275,000.00	0.00	275,000.00	2,671.16
	Weighted Avg Maturity			912	4.084%	$ 53,458,527.73	$ 52,645,822.90	$ 229,031.34	$ 52,874,854.24	$ 386,143.76
	TOTAL ALL FUNDS				4.138%	$ 143,811,536.08	$ 141,520,570.63	$ 524,029.05	$ 142,044,599.68	$ 1,021,563.90
	Less: Net Unsettled Trades								(349,006.86)	
October 31, 2026	90 DAY US TREASURY YIELD				4.16%				$ 141,695,592.82	
	3 month US Treasury Bill Index				4.07%					
	0-3 Year US Treasury Index				4.38%					
	1-3 Year US Treasury Index				4.55%					
	1-5 Year US Treasury Index				4.60%					
	1-10 Year US Treasury Index				4.65%					

DuPAGE WATER COMMISSION
WATERLINK INVESTMENTS
(Unaudited)
October 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/26
Waterlink (01-122500)										
IIIT - Money Market	3.940%	10/31/26	11/01/26	1	3.940%	14,265,595.71	14,265,595.71	0.00	14,265,595.71	-
Gotham Funding	0.000%	08/17/26	11/09/26	9	3.850%	2,050,000.00	2,031,584.17	16,661.94	2,048,246.11	-
Atlantic Asset	0.000%	08/17/26	11/12/26	12	3.850%	1,400,000.00	1,386,974.17	11,378.89	1,398,353.06	-
Fastnet Funding	0.000%	08/21/26	11/13/26	13	3.930%	4,400,000.00	4,359,652.00	34,584.00	4,394,236.00	-
Fastnet Funding	0.000%	08/20/26	11/13/26	13	3.930%	7,100,000.00	7,034,117.92	56,581.08	7,090,699.00	-
Natixis NY	0.000%	08/17/26	11/16/26	16	3.830%	2,100,000.00	2,079,669.08	16,979.67	2,096,648.75	-
Natixis NY	0.000%	08/17/26	11/16/26	16	3.820%	7,500,000.00	7,427,579.17	60,483.33	7,488,062.50	-
Cabot Trail	0.000%	09/16/26	12/08/26	38	4.030%	5,000,000.00	4,953,543.06	25,747.22	4,979,290.28	-
Helvetica Funding	0.000%	09/22/26	12/09/26	39	4.220%	8,100,000.00	8,025,939.00	37,980.00	8,063,919.00	-
Atlantic Asset	0.000%	09/15/26	12/15/26	45	4.080%	5,000,000.00	4,948,433.33	26,633.34	4,975,066.67	-
Credit Agricole	0.000%	09/24/26	12/18/26	48	4.170%	4,600,000.00	4,554,709.17	20,247.67	4,574,956.84	-
Manhattan Asset	0.000%	09/24/26	12/18/26	48	4.140%	10,100,000.00	10,001,272.50	44,137.00	10,045,409.50	-
Reliance Funding	0.000%	10/16/26	01/13/27	74	4.350%	2,000,000.00	1,978,491.67	3,866.67	1,982,358.34	-
Natixis NY	0.000%	10/22/26	01/13/27	74	4.270%	2,300,000.00	2,277,357.14	2,728.06	2,280,085.20	-
Sheffield Receivables	0.000%	10/22/26	01/19/27	80	4.300%	10,700,000.00	10,586,253.06	12,780.56	10,599,033.62	-
Weighted Avg Maturity				34	4.059%	$ 86,615,595.71	$ 85,911,171.15	$ 370,789.43	$ 86,281,960.58	$ -
Less: Net Unsettled Trades									-	
									$ 86,281,960.58	

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2026 to October 31, 2026

	Operating	Waterlink
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	$ 84,680,751	$ -
Cash payments to suppliers	(78,775,309)	-
Cash payments to employees	(2,468,419)	-
Net cash from operating activities	3,437,023	-
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Cash received from sales taxes	113,391	-
Cash received/paid from long term loans	217,177	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	330,568	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Interest paid	0	-
Principal paid	0	-
Escrow activity	1	14,310,352
Construction and purchase of capital assets	(1,479,251)	-
Net cash from capital and related financing activities	(1,479,250)	14,310,352
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	2,293,435	1,805,106
Net cash from investing activities	2,293,435	1,805,106
Net Increase (Decrease) in cash and investments	4,581,776	16,115,458
CASH AND INVESTMENTS, MAY 1, 2026	155,126,946	84,898,202
CASH AND INVESTMENTS, OCTOBER 31, 2026	$ 159,708,722	$ 101,013,660

October 31, 2026
TREASURER'S REPORT
DPWC MONTHLY CASH/OPERATING REPORT

	10/31/2026		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	**Amount On Hand**	**Amount Over - (Under) Target**
TABLE 1	**A**	**B**	**C**
RESERVE ANALYSIS - DWC FUNDS			
A .Operating Reserve	$ 52,124,230	$ 55,619,457	$ 3,495,227
# of days per current fiscal year management budget	*120*	*128*	
B. Capital Reserve (3)	$ 26,300,000	$ 52,230,449	$ 25,930,449
C. Long Term Water Capital Reserve	$ 30,925,000	$ 30,075,795	$ (849,205)
D. O+M Account (1)	$ 13,731,393	$ 15,844,979	$ 2,113,586
E. Current Construction Obligation	$ 524,613	$ 524,613	$ -
F. General Fund	$ -	$ 3,245,279	$ 3,245,279
DWC FUNDS AND ADJUSTED TARGETS	**$ 123,605,236**	**$ 157,540,572**	**$ 33,935,336**
G. Waterlink - DWC Improvements Per 5 Year Capital Plan	$ 31,000,000	$ -	$ (31,000,000)
H. Alternative Water Source Per 5 Year Capital Plan	$ 50,050,000	$ -	$ (50,050,000)
DWC FUNDS AND FULL TARGETS	**$ 204,655,236**	**$ 157,540,572**	**$ (47,114,664)**
I. Customer Construction Escrows (2)	$ 2,168,150	$ 2,168,150	$ (0)
J. Customer Construction Escrows Waterlink	$ 101,013,660	$ 101,013,661	$ 0
TOTAL SUMMARY CASH + RESERVE ANALYSIS	**$ 307,837,046**	**$ 260,722,382**	**$ (47,114,664)**

Note 1: **The O&M Account target varies from month to month. The cash balance should be enough to cover the current months operating cash outflows.**

Note 2: **Escrow Balances include specific bank accounts and amounts included in the O&M Account until required.**

Note 3: **Capital Reserve Target is based on 5 year capital plan. The amounts for Waterlink expansion and Alternative Water Source are shown as separate funding needs at this time.**

DuPage Water Commission

30 YEARS OF SERVICE

Pure. Essential. Stewardship.

MEMORANDUM

To: Paul May, General Manager

From: Cheryl Peterson, Financial Administrator

Date: 11/6/2026

Subject: Financial Report – October 31, 2026

- Water sales to Commission customers for October 2026 were 70.3 million gallons (3.1%) below October 2025 and decreased by 216.5 million gallons compared to September 2026. Year-to-date water sales are down by 412.4 million gallons or 2.8% compared to the prior fiscal year.

- Water sales to Commission customers for October were 155.9 million gallons (7.8%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 410.1 million gallons (2.9%) above the budgeted anticipated/forecasted sales.

- For the month of October, water billings to customers for O&M costs were $12.8 million and water purchases from the City of Chicago were $11.0 million. Water billing receivables at the October month end ($15.9 million) were lower compared to the prior month ($18.3 million). The decrease was due to lower water sales and timing of monthly collections.

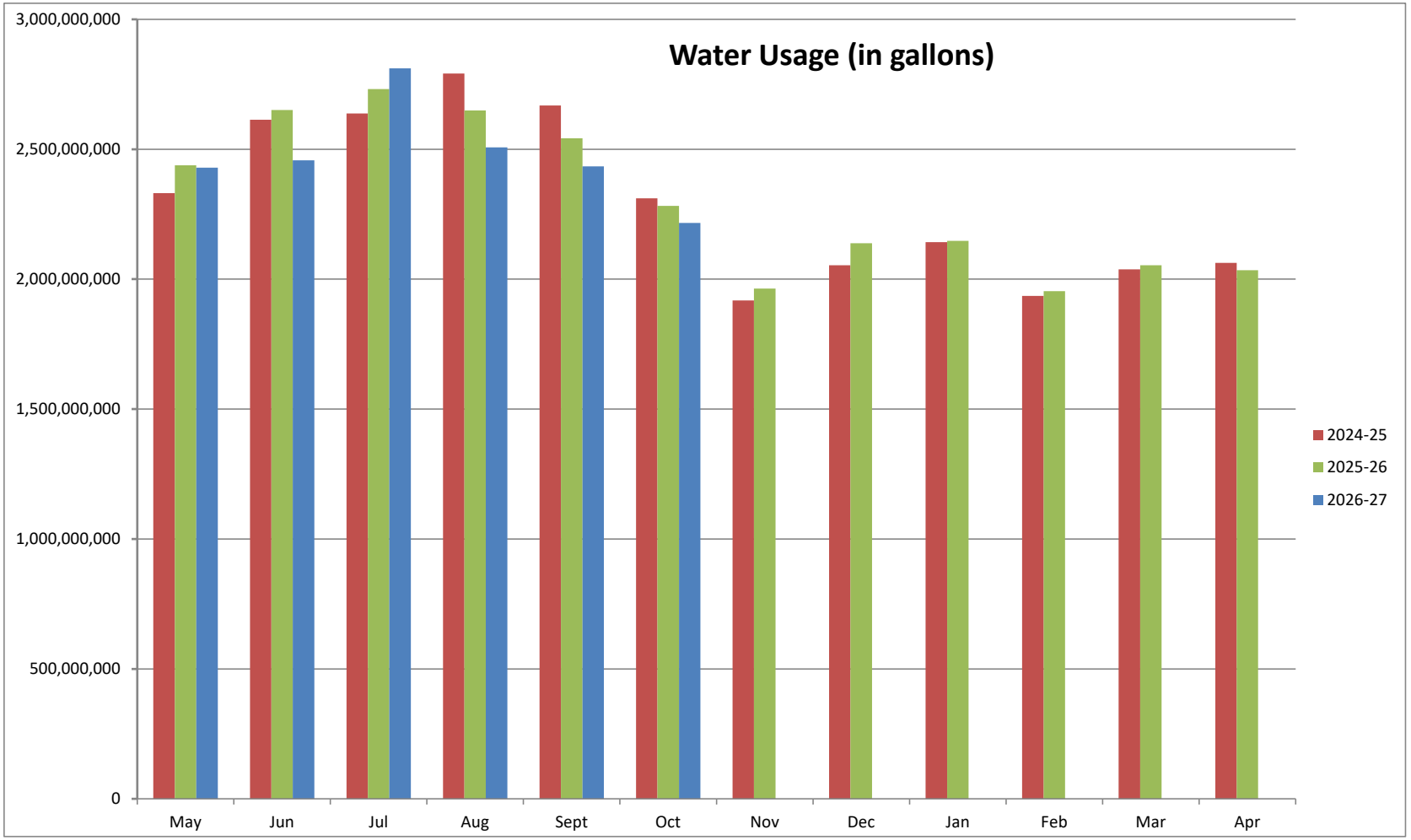
- For the six months ended October 31, 2026, $87.9 million of the $152.4 million revenue budget has been realized. Therefore, 58% of the revenue budget has been accounted for year to date. For the same period, $86.5 million of the $162.2 million expenditure budget has been realized, and this accounts for 53% of the expenditure budget.

- Adjusted for seasonality based on a monthly trend, year to date revenues are 104% percent of the current budget and expenses are 97% of the current budget.

- The Operating Reserve has reached its respective 2026/2027 fiscal year end minimum targeted levels. Excluding budgeted capital related to the Waterlink expansion and alternative water source, the Capital Reserve account has met its targeted level. Long-Term Water Capital is expected to reach its target by year-end.

- The O&M and General Account have balances of $18.0 million and $3.2 million, respectively.

cc: Chairman and Commissioners


Water Usage (in gallons)
3,000,000,000
2,500,000,000
2,000,000,000
1,500,000,000
1,000,000,000
500,000,000
0
May
Jun
Jul
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
2024-25
2025-26
2026-27

DuPage Water Commission

Summary of Specific Account Target and Summary of Net Assets

October 31, 2026

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve Assets Balance	Offsetting Liabilities	Year-End Specific Account Target	Status
Operations and Maintenance Account (1)	$ 18,013,128.92	$ 15,899,542.71		Positive Net Assets
General Account	$ 3,245,279.33	$ -		Positive Net Assets
Operating Reserve	$ 55,619,456.67		$ 52,124,230.00	Target Met
Capital Reserve (2)	$ 52,755,061.84		$ 26,824,612.93	Target Met
Capital Reserve/Alt Water & Waterlink Upsize (3)	$ -		$ 81,050,000.00	Not Fully Funded
L-T Water Capital Reserve	$ 30,075,794.98		$ 30,925,000.00	Not Fully Funded
Waterlink Escrow	$ 101,013,660.43	$ 101,013,660.43		Positive Net Assets
	$ 260,722,382.17	$ 116,913,203.14	$ 190,923,842.93	$ (47,114,663.90)

Total Net Assets - All Commission Accounts	
Restricted	$ -
Unrestricted	$ 169,707,277.06
Invested in Capital Assets, net	$ 392,400,283.82
Total	$ 562,107,560.88

(1) Includes Customer Escrow Accounts and Customer Deposit Liability Accounts excluding Waterlink

(2) Includes Current Customer Obligations

(3) Future costs for Source Water Project and Upsize for Waterlink Project

DuPage Water Commission

Board Balance Sheet

Account Summary

As Of 10/31/2026

	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	32,744,828.77	14,296,377.55	18,448,451.22
120 - INVESTMENTS	227,977,553.40	184,905,445.88	43,072,107.52
131 - WATER SALES	15,911,544.80	17,864,072.20	-1,952,527.40
132 - INTEREST RECEIVABLE	1,021,563.90	1,057,511.45	-35,947.55
134 - OTHER RECEIVABLE	-624,571.59	64,047.86	-688,619.45
135 - LOAN RECEIVABLE - CURRENT	132,168.26	129,256.20	2,912.06
150 - INVENTORY	356,181.00	310,110.00	46,071.00
155 - PREPAIDS	272,679.03	253,899.00	18,780.03
Total Level1 10 - CURRENT ASSETS:	**277,791,947.57**	**218,880,720.14**	**58,911,227.43**
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	628,606,584.97	625,742,300.54	2,864,284.43
175 - LESS: ACCUMULATED DEPRECIATION	-253,912,368.18	-244,320,322.08	-9,592,046.10
180 - CONSTRUCTION IN PROGRESS	17,706,067.03	14,884,209.60	2,821,857.43
190 - LONG-TERM ASSETS	11,478,406.56	10,016,373.00	1,462,033.56
Total Level1 17 - NONCURRENT ASSETS:	**403,878,690.38**	**406,322,561.06**	**-2,443,870.68**
Total Assets:	**681,670,637.95**	**625,203,281.20**	**56,467,356.75**
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	16,769,335.00	11,568,673.96	-5,200,661.04
211 - OTHER CURRENT LIABILITIES	1,116,634.80	1,020,059.50	-96,575.30
225 - ACCRUED PAYROLL LIABILITIES	212,722.92	191,084.55	-21,638.37
226 - ACCRUED VACATION	577,759.07	499,970.79	-77,788.28
250 - CONTRACT RETENTION	3,009,995.57	986,950.84	-2,023,044.73
251 - CUSTOMER DEPOSITS	95,751,368.71	47,843,665.23	-47,907,703.48
Total Level1 21 - CURRENT LIABILITIES:	**117,437,816.07**	**62,110,404.87**	**-55,327,411.20**
Level1: 25 - NONCURRENT LIABILITIES			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	2,125,261.00	771,750.00	-1,353,511.00
Total Level1 25 - NONCURRENT LIABILITIES:	**2,125,261.00**	**771,750.00**	**-1,353,511.00**
Total Liability:	**119,563,077.07**	**62,882,154.87**	**-56,680,922.20**
Equity			
Level1: 30 - EQUITY			
300 - EQUITY	560,721,296.84	559,861,501.96	859,794.88
Total Level1 30 - EQUITY:	**560,721,296.84**	**559,861,501.96**	**859,794.88**
Total Beginning Equity:	**560,721,296.84**	**559,861,501.96**	**859,794.88**
Total Revenue	87,921,108.30	89,663,686.05	-1,742,577.75
Total Expense	86,534,844.26	87,204,061.68	669,217.42
Revenues Over/(Under) Expenses	**1,386,264.04**	**2,459,624.37**	**-1,073,360.33**
Total Equity and Current Surplus (Deficit):	**562,107,560.88**	**562,321,126.33**	**-213,565.45**
Total Liabilities, Equity and Current Surplus (Deficit):	**681,670,637.95**	**625,203,281.20**	**56,467,356.75**

Monthly & YTD Budget Report

...	...	October 2026-2027 Budget	October 2026-2027 Activity	2026-2027 Seasonal YT...	2026-2027 YTD Activity	Seasonal Percent Used	2026-2027 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
								% of Year Completed: 50%
01-511100	O&M PAYMENTS- GOVERNMENTAL	-11,572,466.54	-12,465,277.94	-81,152,466.10	-83,519,869.38	103%	-145,200,333.01	58%
01-511200	O&M PAYMENTS- PRIVATE	-260,321.25	-283,680.07	-1,825,515.01	-1,871,311.90	103%	-3,266,264.16	57%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,291.94	-2,356.00	-7,503.19	-2,356.00	31%	-24,845.00	9%
510 - WATER SERVICE Totals:		-11,834,079.73	-12,751,314.01	-82,985,484.30	-85,393,537.28	103%	-148,491,442.17	58%
520 - TAXES								
								% of Year Completed: 50%
01-530010	SALES TAXES - WATER REVENUE	0.00	-15,655.38	0.00	-113,390.73	0%	0.00	0%
520 - TAXES Totals:		0.00	-15,655.38	0.00	-113,390.73	0%	0.00	0%
540 - OTHER INCOME								
								% of Year Completed: 50%
01-581000	INVESTMENT INCOME	-312,375.00	-206,149.54	-1,874,250.00	-2,270,463.57	121%	-3,750,000.00	61%
01-582000	INTEREST INCOME	-14,284.45	-43,054.54	-85,706.70	-86,473.08	101%	-171,482.02	50%
01-590000	OTHER INCOME	0.00	-0.01	0.00	-57,243.64	0%	0.00	0%
540 - OTHER INCOME Totals:		-326,659.45	-249,204.09	-1,959,956.70	-2,414,180.29	123%	-3,921,482.02	62%
Revenue Totals:		**-12,160,739.18**	**-13,016,173.48**	**-84,945,441.00**	**-87,921,108.30**	**104%**	**-152,412,924.19**	**58%**

...	...	October 2026-2027 Budget	October 2026-2027 Activity	2026-2027 Seasonal YT...	2026-2027 YTD Activity	Seasonal Percent Used	2026-2027 Total Budget	Total Percent Used
Expense								
610 - PERSONNEL SERVICES								
							% of Year Completed: 50%	
01-60-611100	ADMIN SALARIES	180,396.78	186,974.69	1,078,356.96	1,066,902.50	99%	2,235,400.00	48%
01-60-611200	OPERATIONS SALARIES	229,896.80	199,960.25	1,332,540.00	1,248,950.03	94%	2,692,000.00	46%
01-60-611300	SUMMER INTERNS	0.00	0.00	23,040.00	0.00	0%	24,000.00	0%
01-60-611600	ADMIN OVERTIME	616.67	488.69	3,699.98	898.89	24%	7,400.00	12%
01-60-611700	OPERATIONS OVERTIME	33,337.72	24,941.46	206,228.70	191,604.85	93%	430,720.00	44%
01-60-612100	PENSION	25,525.08	17,448.54	153,150.48	114,328.13	75%	306,423.60	37%
01-60-612200	MEDICAL/LIFE BENEFITS	88,454.94	72,566.70	533,331.26	477,561.07	90%	1,300,808.00	37%
01-60-612300	FEDERAL PAYROLL TAXES	35,210.27	26,993.88	203,675.32	174,600.09	86%	412,298.28	42%
01-60-612800	STATE UNEMPLOYMENT	1,166.66	31.73	6,999.96	31.73	0%	14,000.00	0%
01-60-613100	TRAVEL	950.00	2,079.12	5,700.00	7,559.88	133%	11,400.00	66%
01-60-613200	TRAINING	6,314.14	275.00	37,884.84	11,193.00	30%	75,800.00	15%
01-60-613301	CONFERENCES	5,108.33	3,598.00	30,649.98	12,533.81	41%	61,300.00	20%
01-60-613302	TUITION REIMBURSEMENT	833.00	0.00	4,998.00	0.00	0%	10,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.33	904.03	11,599.98	8,430.08	73%	23,200.00	36%
610 - PERSONNEL SERVICES Totals:		609,743.72	536,262.09	3,631,855.46	3,314,594.06	91%	7,604,749.88	44%
620 - CONTRACT SERVICES								
							% of Year Completed: 50%	
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	-48.92	6,499.98	14.99	0%	13,000.00	0%
01-60-623300	TRUST SERVICES & BANK CHARGE	19,658.80	28,316.18	117,952.80	98,935.40	84%	236,000.00	42%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.66	4,180.00	39,999.96	39,166.77	98%	80,000.00	49%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.66	4,800.06	39,999.96	6,735.06	17%	80,000.00	8%
01-60-625800	LEGAL NOTICES	1,416.66	2,108.00	8,499.96	2,996.00	35%	17,000.00	18%
01-60-626000	AUDIT SERVICES	0.00	0.00	37,000.00	34,000.00	92%	37,000.00	92%
01-60-628000	CONSULTING SERVICES	46,239.83	0.00	277,438.98	119,527.85	43%	555,100.00	22%
01-60-629000	CONTRACTUAL SERVICES	80,074.62	101,820.88	480,447.72	454,364.05	95%	961,280.00	47%
620 - CONTRACT SERVICES Totals:		161,806.56	141,176.20	1,007,839.36	755,740.12	75%	1,979,380.00	38%
640 - INSURANCE								
							% of Year Completed: 50%	
01-60-641100	GENERAL LIABILITY INSURANCE	13,328.00	9,060.71	79,968.00	54,364.46	68%	160,000.00	34%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.09	12,150.00	9,528.94	78%	24,300.00	39%
01-60-641500	WORKER'S COMPENSATION	13,750.00	12,259.00	82,500.00	73,554.00	89%	165,000.00	45%
01-60-641600	EXCESS LIABILITY COVERAGE	9,163.00	7,020.63	54,978.00	42,123.98	77%	110,000.00	38%
01-60-642100	PROPERTY INSURANCE	47,500.00	39,984.83	285,000.00	239,909.02	84%	570,000.00	42%
01-60-642200	AUTOMOBILE INSURANCE	4,165.00	3,279.25	24,990.00	19,675.50	79%	50,000.00	39%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	0.00	49,999.98	1,000.00	2%	100,000.00	1%
640 - INSURANCE Totals:		98,264.33	73,192.51	589,585.98	440,155.90	75%	1,179,300.00	37%

...	...	October 2026-2027 Budget	October 2026-2027 Activity	2026-2027 Seasonal YT...	2026-2027 YTD Activity	Seasonal Percent Used	2026-2027 Total Budget	Total Percent Used
650 - OPERATIONAL SUPPORT SRVS								
								% of Year Completed: 50%
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	56,250.00	32,961.70	59%	112,500.00	29%
01-60-651300	NATURAL GAS	2,748.90	428.80	16,493.40	2,181.44	13%	33,000.00	7%
01-60-651401	TELEPHONE	6,389.94	4,200.12	38,339.64	27,855.16	73%	76,710.00	36%
01-60-651403	RADIOS	2,415.70	0.00	14,494.20	19,824.00	137%	29,000.00	68%
01-60-651404	REPAIRS & EQUIPMENT	449.82	0.00	2,698.92	1,715.00	64%	5,400.00	32%
01-60-652100	OFFICE SUPPLIES	2,541.66	1,569.62	15,249.96	6,798.49	45%	30,500.00	22%
01-60-652200	BOOKS & PUBLICATIONS	837.50	1.00	5,025.00	5,791.61	115%	10,050.00	58%
01-60-653100	PRINTING- GENERAL	774.69	0.00	4,648.14	235.00	5%	9,300.00	3%
01-60-653200	POSTAGE & DELIVERY	533.33	404.30	3,199.98	4,274.25	134%	6,400.00	67%
01-60-654000	PROFESSIONAL DUES	1,913.81	600.00	11,482.86	2,790.00	24%	22,975.00	12%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	751.36	327.08	4,508.16	3,038.21	67%	9,020.00	34%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	25,906.30	29,723.51	155,437.80	100,755.20	65%	311,000.00	32%
01-60-659000	COMPUTER SOFTWARE/LICENSING	18,838.29	43,495.29	113,029.74	89,526.93	79%	226,150.00	40%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,666.00	196.79	9,996.00	3,197.07	32%	20,000.00	16%
650 - OPERATIONAL SUPPORT SRVS Totals:		75,142.30	80,946.51	450,853.80	300,944.06	67%	902,005.00	33%
660 - WATER OPERATION								
								% of Year Completed: 50%
01-60-661101	WATER BILLING	10,295,413.83	11,018,553.26	72,197,073.91	73,633,395.83	102%	129,177,087.03	57%
01-60-661102	ELECTRICITY	175,340.00	175,000.00	1,229,580.00	726,844.41	59%	2,200,000.00	33%
01-60-661103	OPERATIONS & MAINTENANCE	78,968.40	190,027.27	473,810.40	479,378.00	101%	948,000.00	51%
01-60-661104	MAJOR MAINTENANCE	37,500.00	100,336.64	225,000.00	149,656.64	67%	450,000.00	33%
01-60-661201	PUMP STATION	219,175.00	207,182.61	1,536,975.00	1,114,208.50	72%	2,750,000.00	41%
01-60-661202	METER STATION, ROV, TANK SITE	19,422.40	13,763.86	136,347.20	59,935.15	44%	244,000.00	25%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	28,950.00	0.00	0%	57,900.00	0%
01-60-661400	WATER QUALITY TESTING	9,312.94	194.70	55,877.64	5,516.48	10%	111,800.00	5%
01-60-662100	PUMPING SERVICES	79,909.69	37,635.61	479,458.14	114,627.39	24%	959,300.00	12%
01-60-662200	INSTRUMENTATION	5,810.17	4,058.86	34,861.02	39,404.26	113%	69,750.00	56%
01-60-662300	METER TESTING & REPAIRS	4,583.33	2,726.55	27,499.98	8,984.31	33%	55,000.00	16%
01-60-662400	SCADA	1,541.05	725.47	9,246.30	6,158.91	67%	18,500.00	33%
01-60-662500	EQUIPMENT RENTAL	1,332.80	0.00	7,996.80	534.25	7%	16,000.00	3%
01-60-662600	UNIFORMS	2,165.80	6,647.20	12,994.80	10,733.60	83%	26,000.00	41%
01-60-662700	SAFETY	35,910.63	87,378.80	215,463.78	209,332.75	97%	431,100.00	49%
01-60-663100	PIPELINE REPAIRS	112,500.00	7,580.00	675,000.00	65,784.14	10%	1,350,000.00	5%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	96,000.00	150,000.00	162,095.28	108%	300,000.00	54%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,573.90	8,143.92	141,443.40	44,306.09	31%	283,000.00	16%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,746.90	11,050.51	46,481.40	22,399.89	48%	93,000.00	24%
01-60-663700	PIPELINE SUPPLIES	12,495.00	39,162.02	74,970.00	63,565.84	85%	150,000.00	42%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,448.62	6,087.07	20,691.72	8,478.76	41%	41,400.00	20%

...	...	October 2026-2027 Budget	October 2026-2027 Activity	2026-2027 Seasonal YT...	2026-2027 YTD Activity	Seasonal Percent Used	2026-2027 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,745.16	918.52	22,470.96	8,407.32	37%	44,960.00	19%
01-60-664200	FUEL- VEHICLES	3,750.00	11,740.57	22,500.00	27,220.43	121%	45,000.00	60%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	1,650.00	0.00	0%	3,300.00	0%
660 - WATER OPERATION Totals:		11,163,745.62	12,024,913.44	77,826,342.45	76,960,968.23	99%	139,825,097.03	55%

680 - LAND & LAND RIGHTS

% of Year Completed: 50%

01-60-681000	LEASES	83.33	0.00	499.98	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	749.70	779.42	4,498.20	808.12	18%	9,000.00	9%
680 - LAND & LAND RIGHTS Totals:		833.03	779.42	4,998.18	808.12	16%	10,000.00	8%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 50%

01-60-685100	COMPUTERS	6,164.20	2,640.85	36,985.20	19,864.95	54%	74,000.00	27%
01-60-685200	OFFICE FURNITURE & EQUIPMT	0.00	0.00	29,000.00	0.00	0%	29,000.00	0%
01-60-685600	MACHINERY & EQUIPMENT	0.00	0.00	40,000.00	0.00	0%	40,000.00	0%
01-60-685800	CAPITALIZED EQUIP	0.00	0.00	-69,000.00	0.00	0%	-69,000.00	0%
01-60-686000	VEHICLES	0.00	0.00	230,000.00	104,659.00	46%	230,000.00	46%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	0.00	-230,000.00	-104,659.00	46%	-230,000.00	46%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	405,363.84	2,550,000.00	2,432,183.04	95%	5,100,000.00	48%
01-60-693000	DEPRECIATION- BUILDINGS	283,220.00	263,883.69	1,699,320.00	1,583,302.28	93%	3,400,000.00	47%
01-60-694000	DEPRECIATION-PUMPING EQUIPME	141,610.00	75,938.88	849,660.00	580,310.40	68%	1,700,000.00	34%
01-60-695200	DEPRECIATION- OFFICE FURN &	16,660.00	11,323.81	99,960.00	67,942.95	68%	200,000.00	34%
01-60-696000	DEPRECIATION- VEHICLES	19,575.50	14,112.28	117,453.00	78,030.15	66%	235,000.00	33%
685 - CAPITAL EQUIP / DEPREC Totals:		892,229.70	773,263.35	5,353,378.20	4,761,633.77	89%	10,709,000.00	44%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 50%

01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	18,144.16	200,000.00	18,144.16	9%	200,000.00	9%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	0.00	1,800,000.00	8,474.40	0%	1,800,000.00	0%
01-60-722300	GENERATION BUILDING REHAB & M	0.00	0.00	0.00	-51,095.15	0%	0.00	0%
01-60-751000	TRANSMISSION MAINS	0.00	0.00	10,000,000.00	0.00	0%	10,000,000.00	0%
01-60-751200	CATHODIC PROTECTION	0.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	0.00	1,000,000.00	0.00	0%	1,000,000.00	0%
01-60-771200	CONDITION ASSESSMENT	0.00	0.00	220,000.00	0.00	0%	220,000.00	0%
01-60-771700	REPLACEMENT OF SCADA SYSTEM	0.00	20,471.15	3,250,000.00	1,063,159.65	33%	3,250,000.00	33%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	85,843.28	20,050,000.00	335,909.32	2%	20,050,000.00	2%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-124,458.59	-37,020,000.00	-1,374,592.38	4%	-37,020,000.00	4%
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%

...	...	October 2026-2027 Budget	October 2026-2027 Activity	2026-2027 Seasonal YT...	2026-2027 YTD Activity	Seasonal Percent Used	2026-2027 Total Budget	Total Percent Used
850 - ESCROW FUNDED CONSTRUCTION								
								% of Year Completed: 50%
01-80-850001	METERING STATION	0.00	0.00	60,000.00	0.00	0%	60,000.00	0%
01-80-852001	AQUA ILLINOIS	0.00	0.00	50,000.00	0.00	0%	50,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	0.00	17,190,249.84	268,750,000.00	45,753,704.24	17%	268,750,000.00	17%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-17,190,249.84	-268,860,000.00	-45,753,704.24	17%	-268,860,000.00	17%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		**13,001,765.26**	**13,630,533.52**	**88,864,853.43**	**86,534,844.26**	**97%**	**162,209,531.91**	**53%**
01 - WATER FUND Totals:		**841,026.08**	**614,360.04**	**3,919,412.43**	**-1,386,264.04**	**-35%**	**9,796,607.72**	**-14%**

Resolution #: R-83-26

Account: 0-60-612200

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/6/2026

Description: **A Resolution approving employee insurance benefits for plan year beginning January 1, 2027 and ending December 31, 2027**

Agenda Section: Administration Committee

Originating Department: Administration

The Commission annually determines employee insurance benefits to be provided, which commence January 1st of each year.

In consultation with Dato Pistorio Financial Group, Inc., staff is recommending that the Commission retain current coverage at the levels previously provided through its current carrier, Blue Cross Blue Shield (BCBS), and continue paying 80 percent of the premiums for eligible employees' coverage and for eligible employees' dependent coverage.

Staff is recommending that employees continue to be offered a selection from the same four ACA Metallic Alternate Health Plans as in prior years. These alternatives included the Blue Platinum PPO Plan (P503PPO), Blue Gold HSA Plan (G533PPO), Blue Choice Preferred PPO Plan (G530BCE) and the Blue Precision HMO Plan (P506PSN).

With respect to Vision, Dental, and Life Insurance, staff recommend that coverage continue to be with MetLife, as in previous years.

Staff recommends that the Commission contribute the same amounts to the Health Savings Accounts as was contributed the prior year. For employees that elect self-only coverage under the Blue Cross Blue Shield HSA-Qualified High-Deductible Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of $2,700. For employees that elect employee and spouse/child (employee + 1) coverage under the Blue Cross Blue Shield HSA-Qualified High-Deductible Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of $4,500. For employees that elect family (employee + 2 or more) coverage under the Blue Cross Blue Shield HSA-Qualified High-Deductible Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of $6,700.00.

To further restrain future healthcare costs, staff recommend that the Commission continue to offer the HealthiestYou program. HealthiestYou is a telehealth solution which complements our current benefit plans. Employees will have access 24/7 to more than 2,300 licensed physicians via the phone. The cost to the Commission would be $9.93 per employee per month. This program has been well-utilized by Commission employees.

Compared to the healthcare insurance costs presented last year, the Commission's costs for healthcare will increase 16.3% for the Blue Platinum PPO Plan (P503PPO), 17.9% for the Blue Gold HSA Plan (G533PPO), 25.9% for the Blue Choice Preferred PPO Plan (G530BCE) and 29.2% for the Blue Precision HMO Plan (P506PSN). Employees may choose the plan they prefer, with the majority of employees currently selecting the HAS program. Employees' cost for healthcare will also increase by the indicated percentages. Deductibles for G530BCE and G533PPO have not changed, but P503PPO and P506PSN out-of-pocket limits will increase compared to last year. Costs for the dental rates increase 3%, while vision rates and the costs for the HealthiestYou program will remain the same as last year. These costs are summarized in Exhibit 1 of the attached Resolution.

The Commission will also continue to offer Envision Flexible Spending Account to employees that would like to participate. The Commission pays a small monthly administration fee for this service.

A summary of the employee insurance benefits recommended by staff and associated premiums and administrative costs to be paid by the Commission are summarized in Exhibit 1 to Resolution No. R-83-26. A more detailed summary of benefits and comparison to current costs is attached to this Request for Board Action.

Resolution No. R-83-26 would approve Plan Year 2027 eligible employee insurance benefits and associated premiums and administrative costs to be paid by the Commission as recommended by staff.

Recommended Motion:

To Approve Resolution R-83-26 for Employee Insurance Benefits for Plan Year beginning January 1, 2027 and ending December 31, 2027

DUPAGE WATER COMMISSION

RESOLUTION NO. R-83-26

A RESOLUTION APPROVING EMPLOYEE INSURANCE BENEFITS
FOR PLAN YEAR BEGINNING JANUARY 1, 2027 AND ENDING DECEMBER 31, 2027

WHEREAS, the Commission's Healthcare Plans renewal and deductible dates terminate at the end of the calendar year; and

WHEREAS, the Commission annually determines employee insurance benefits to be provided commencing January 1 of each year; and

WHEREAS, in consultation with Dato Pistorio Financial Group, Inc., Commission staff recommends approval of the employee insurance benefits for the year beginning January 1, 2027 and ending December 31, 2027 (Plan Year 2027) summarized in Exhibit 1 attached hereto and by this reference incorporated herein.

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

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

SECTION TWO: The Plan Year 2027 employee insurance benefits and associated premium costs and administrative fees to be paid by the Commission, all as summarized in Exhibit 1 attached hereto, shall be and they hereby are approved for the Plan Year 2027. The General Manager shall be and hereby is authorized and directed to provide the insurance coverages and pay the associated premium costs and administrative fees to be paid by the Commission as summarized in Exhibit 1 attached hereto without further act of the Board of Commissioners.

SECTION THREE: Notwithstanding any restrictions contained in Resolution No. R-27-90, as modified by Resolution Nos. R-34-90, R-34-96 as amended, R-46-04 as amended, R-5-05 as amended, R-6-08 as amended, R-54-08, and as amended by Resolution No. R-14-00, which prohibit, except in specified circumstances, the wire transfer of Commission funds to financial institutions not listed on the approved Depository List and to accounts not held in the name of the Commission, the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager, or the Financial Administrator shall be and they hereby are authorized to direct the electronic transfer of Commission funds out of any Account held in the name of the Commission for the remittance of the Commission's contributions to the Health Savings Accounts established by the Commission for eligible employees that elect coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan as provided in Exhibit 1 attached hereto. In furtherance thereof, the General Manager shall be and hereby is authorized and directed to execute any agreements required to establish the Health Savings Accounts for eligible employees that elect coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan as provided in Exhibit 1 attached hereto as well as any agreement required to effectuate the electronic transfers hereinabove provided for. Upon execution by the General Manager, the agreements, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption, the Board of Commissioners of the DuPage Water Commission having determined, by a two-thirds majority vote, to suspend the purchasing provisions of the Commission's By-Laws.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2026.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2026/R-83-26.docx

EXHIBIT 1

THE PLAN YEAR BEGINNING JANUARY 1, 2027 AND

ENDING DECEMBER 31, 2027 EMPLOYEE INSURANCE BENEFITS

Plan Year 2027 Health Insurance Plans

The following health insurance plans or significantly similar plans shall be made available to Eligible Commission Employees/Retirees for Plan Year 2027 at the following rates:

Blue Cross Blue Shield Blue Platinum PPO Plan P503PPO with Prescription Drug benefit $15/$25/$65/$105/$250/$350

Employee	$1,531.61
Employee & Spouse	$3,063.22
Employee & Child	$2,833.48
Family	$4,365.09

Blue Cross Blue Shield Blue Gold HSA Plan G533PPO with Prescription Drug benefit 80%/80%/70%/60%/60%/50% after deductible

Employee	$1,282.13
Employee & Spouse	$2,564.26
Employee & Child	$2,371.94
Family	$3,654.07

Blue Cross Blue Shield Blue Choice Preferred PPO G530BCE with Prescription Drug benefit $15/$25/$65/$105/$250/$350

Employee	$1,102.51
Employee & Spouse	$2,205.02
Employee & Child	$2,039.64
Family	$3,142.15

Blue Cross Blue Shield Blue Precision Platinum HMO P506PSN with Prescription Drug benefit $5/$15/$60/$110/$250/$350

Employee	$971.57
Employee & Spouse	$1,943.14
Employee & Children	$1,797.40
Family	$2,768.97

The Commission's contribution for health insurance for Plan Year 2027 shall be 80% of the premium for eligible employees and their covered dependents for the selected health insurance plan.

Employees shall continue to pay 20% of the selected health insurance plan premium for themselves and their covered dependents.

For each eligible employee selecting the High-Deductible Health Plan $3,500/$7,000/$10,500 HSA Plan, the Commission shall establish a Health Savings Account funded in the following amounts:

Employee	$2,700.00
Employee & Spouse or Child	$4,500.00
Employee & Children	$6,700.00
Family	$6,700.00

The Commission shall not establish, nor contribute to, Health Savings Accounts for retirees selecting the High-Deductible Health Plan HSA Plan.

The Commission-established Employee Health Savings Accounts shall be administered by HealthEquity, Inc. as the Commission's third-party administrator for Plan Year 2027 at a rate not-to-exceed $5.00/account/month. Due to the uncertainty as to how many employees will elect this option, the Commission's annual not-to-exceed cost is $5,000.00.

Plan Year 2027 Life Insurance

The life insurance and the AD&D benefit program for Eligible Commission Employees shall be through MetLife for Plan Year 2027 at a rate of $0.263 x per $1,000 of coverage per employee per month. The life insurance benefit is in the amount of one and one-half times the eligible employee's annual base pay rounded to the nearest $1,000. The premium shall be paid in full by the Commission.

Plan Year 2027 Dental Insurance and Vision Insurance

The dental and vision insurance benefit program or significantly similar programs for Eligible Commission Employees shall be through MetLife for Plan Year 2027 and are as follows:

Please note: Dental rates increased 3.0% and Vision rates remained unchanged from last year.

Coverage	**Dental**	**Vision**
Employee	$61.48	$9.91
Employee & Spouse	$127.70	$19.86
Employee & Children	$122.59	$16.82
Family	$194.89	$27.73

The Commission's contribution for dental and vision insurance for Plan Year 2027 shall be 80% of the dental and vision insurance plan premiums for eligible employees and their covered dependents.

Employees shall continue to pay 20% of the dental and vision insurance plan premiums for themselves and their covered dependents.

The Commission's contribution for the program called the HealthiestYou for Plan Year 2027 shall remain unchanged at $9.93 per employee per month. HealthiestYou is the most innovative telehealth solution on the market and complements our current benefit plans. Employees will have access 24/7 to more than 2300 licensed physicians via the phone.

MEMORANDUM

To: Paul May – General Manager

From: Chris Bostick – Manager of Water Operations
Jeff Loster – Manager of Engineering

Mike Weed – Operations & Instrumentation Supervisor
Dariusz Panaszek – Pipeline & Remote Facilities Supervisor
Denis Cuvalo – Systems Engineer and Information Technology Supervisor

Date: 11/12/2026

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's discharge pumping for October 2026 totaled 2.22 billion gallons. This represents an average daily pumpage of 71.6 million gallons per day (MGD), which is lower than the October 2025 average day pumpage of 72.4 MGD. The maximum day discharge was 78.7 MG, which is lower than the October 2025 maximum day discharge of 90.7 MG. The minimum discharge was 62.0 MG.

The recorded total precipitation for October 2026 was .27 inches, which is lower than the 2.18 inches for October 2025.

The level of Lake Michigan on October 31, 2026, was 578.78 (Feet International Great Lakes Datum – IGLD 1985) compared to 578.38 (IGLD 1985) for October 31, 2025. NOAA history indicates the record low for Lake Michigan at 574.5 (2007) and the record high as 583.49 (1998).

DuPage Operations & Instrumentation Maintenance and Construction Overview

HLP No. 8 remains at Superior Industrial Equipment with completion of work delayed due to quality control issues where reinstallation is being pushed to December 2026 or January 2027.

The 5th of 9 High-Lift Pump Control Valves programmed for refurbishment is in process at A/C Service and Repair in York, PA. Delivery and re-installation of the refurbished valve is tentative for December 2026.

Resolution No. R-90-26 appears on the agenda seeking approval of a 36-Month Contract to Beary Landscape management for Landscape Maintenance Services at a base expense of $81,222.

Medium Voltage Switchgear Control Panel design is complete, and the Factory Acceptance Testing has been successfully completed. Upon delivery to Elmhurst, a Quick Response Electric Contract Work Authorization Order will be brought forth for Board consideration.

Task Order No. 02 with Donohue and Associates to conduct performance evaluations of the DuPage Pumping Station's High-Lift Pump (HLP) Motor Control Centers (MCC-A/B) is ongoing. The study is intended to recommend improvement strategies such as HLP monitoring and control device rehabilitation or replacement needed to meet the Commission's long-term goals.

Staff have completed two workshops with Arcadis USA, Inc., for the thorough rewrite of the Risk and Resiliency Assessment and Emergency Response Plan. Critical asset prioritization and critical spare parts inventory are completed. The review of physical security aspects at the Lexington and DuPage pump stations, water storage systems and a cross section of meter stations was completed, and the financial resiliency aspects are being developed. As reported to the Board in May, a rewrite is being carried out to ensure full compliance with regulatory standards, and that any new, updated, or emerging standards and requirements are met.

Chicago Water Supply - Operations and Maintenance Overview

DWC Staff have received a copy of the Chicago Department of Water Managements Internal 2025 Lexington Pump Station Condition Assessment, and the report is under review by staff.

No Change in Status: Having received the Lexington Pump Station report from the Commission's property insurer AIG, as has been customary, the report has been reviewed by Chicago, and their responses have been forwarded to AIG.

No Progress to Report: As a single point of failure, Staff have reached out to DWM to discuss critical sections of the 12' diameter tunnel that only serves the Lexington Pump Station. Staff are seeking evidence that the sluice gates, installed in the 1930's found at the headworks, are in a secure condition in the open position. Staff are working towards setting up DWC consultants and service vendors to launch a remotely operated vehicle into the tunnel shafts to record and assess the condition of the gates.

The Lexington Pump Station replacement of the pump and motor vibration analysis instrumentation was approved under R-18-26. The monitoring equipment has been received, and installation work has resumed after supply chain issues were resolved. Completion of the work is now tentative for mid-November.

While the Chicago DWM instrumentation consultant replaced the DWM's PC at DWC and intermittent issues continue, staff and their SCADA consultants have met with Chicago DWM SCADA consultants to discuss the continuing issues with the Chicago SCADA system deficiencies, and several potential modifications are being proposed for consideration.

Alternate Water Source

The Source Water project continues to move forward. Three qualified submittals were received for the Program Manager position, and desktop reviews have been completed, with three firms moving

on to the interview phase. Interviews are scheduled for the week of November 9, after which time the review panel intends to identify a preferred vendor. The preferred vendor will be asked to provide a presentation to the Board at the December Board meeting, with the intention of having a contract completed for consideration by the Board in Q1 2027.

As directed by the Finance Committee, Solicitations have been prepared for Bond Counsel and Financial Advisor, both are currently open with submittals due at the end of the month. Submittals will be reviewed by a selection panel consisting of staff and Finance Committee members, with recommendations to the Board of Commissioners expected in December or January.

Raftelis has completed a detailed financial analysis and prepared a financing strategy for the project, issued a report to provide context on the bond market and likely reception of the debt issues, and is in the process of preparing WIFIA LOI documentation; a preliminary meeting has been held with WIFIA representatives and the project was very well received. The Finance Committee will be convening at 5pm on Thursday November 19, at which time a presentation will be provided by Raftelis, followed by discussion/engagement with Finance Committee members relative to the financial strategy. All Board members are welcome to attend.

Chairman Zay and Commissioner Suess continue to participate in collaboration meetings with leadership from NSMJAWA and Glencoe, and significant progress continues; the most recent meeting is on 11/16/26.

Metro Strategies has been fully engaged in the Communications role, and has prepared a variety of communications tools, including a project website: www.lakemichiganregionalwatersupply.org. Please visit the site if you get a chance; the Solicitation for the Program Manager is under the "Project Partners" tab.

Staff continue to work with Delve Underground to advance Lake Michigan geotechnical planning services including Project Management & Coordination, Preliminary Geotechnical Investigation Planning and Permitting for Lake Michigan and coordination with the Army Corps of Engineers and Coast Guard; these tasks are currently underway and continuing.

Pipeline & Remote Facilities Maintenance Overview

Resolution R-82-26 appears on the agenda seeking approval and ratification of Quick Response Contract QR-13/25 WAO No. 010 with John Neri Construction Co., Inc. for up to seven (7) frame & lid and cathodic protection system structure repairs at an estimated expense of $96,450.

Resolution R-91-26 Appears on the agenda seeking approval and ratification of Quick Response Contract QR-13/25 WAO No. 011 with John Neri Construction Co., Inc. as immediate action was required to reconstruct a collapsed sewer service lateral above the Outer Belt Transmission Main trench on President Street in the City of Wheaton at an expense of $37,042.93.

Resolution R-92-26 Appears on the agenda seeking approval and ratification of Quick Response Contract QR-13/25 WAO No. 011 with Benchmark Construction Co., Inc. to repair a leaking 12-inch

diameter Ductile Iron Pipe (DIP) water main located in the City of Darien caused by a utility contractor causing damage resulting in a leak on the South Feeder Main at an expense of $29,915.67.

Resolution R-93-26 Appears on the agenda seeking approval and ratification of Quick Response Contract QR-13/25 WAO No. 012 with Rossi Contractors, Inc. to repair a leaking 24-inch diameter Ductile Iron Pipe (DIP) water main located in the Village of Addison on the North Feeder Main at an estimated expense of $195,049.49.

Pipeline and Remote Facilities staff, based upon an engineer's recommendation stemming from the hydraulic model calibration, have been investigating the Commission's transmission and distribution system for possible air accumulation or partially closed valves.

Pipeline and Remote Facilities staff have been coordinating with Corrpro the installation of cathodic protection system repairs at Standpipe No. 03. While the standpipe will be drained, staff has arranged for Dixon Engineering to perform a dry-tank maintenance inspection of the coating systems.

Pipeline and Remote Facilities staff is completing the work records and supporting documentation required for payments to contractors for various repairs performed on President Street in Wheaton, Lake Street in Addison and on Bailey Road in Darien.

Pipeline and Remote Facilities staff continue to inspect Remote Facilities, perform the annual air release valve structure inspections, and perform maintenance and repairs on corrosion protection system installed on DWC the transmission and distribution systems.

Pipeline staff continue closely monitoring I-294 (SB) Tollway construction work in the vicinity of the Commission's 72-inch and 90-inch water mains and IDOT construction work along IL-55, Butterfield Road adjacent to the Commission's 54-inch Southwest Transmission Main.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing, remote site work continues, with the first line of meter stations, ROVs, and Tank Sites being transitioned to the new SCADA system. This work will continue throughout the year and into 2027; staff is transitioning to the second line of remote sites. Remote site RTU replacement has been going at a good pace with up to two sites being completed in a week. Line 1 has been nearly completed, which includes Lexington, the Tank Sites, and a third of the Meter Stations and ROVs. Panel installations have been accompanied by additional site improvements including replacement of pressure transmitters, addressing additional open items, and updating and developing new documentation and procedures. Work will continue at this pace and will likely increase as remote facilities serviced by Radio Path Line 2 transitioning is underway.

Staff held a site visit with the HDR Engineering team in regards to the Building Information Model (BIM) RFP development project and are scheduling workshop 3 to continue development.

Resolution R-81-26 appears on the agenda seeking approval to purchase and installation of a replacement perimeter security solution around the DuPage Pump Station campus, as the current system is nearing end of life. The proposed solution is at a cost not to exceed $250,000.00 and is a budgeted item included in the FY 26/27 Management Budget.

The annual Customer Meter Testing Program is underway and is currently 53% complete.

Engineering & Capital Improvement Program Overview

Staff has advertised a solicitation to engage a single firm for a multi-year effort related to Cathodic Protection (CP) testing and inspection. The goal is to gain a more consistent approach to future CP efforts, with the guidance of a single firm that will establish a more comprehensive perspective on Commission infrastructure.

Additional efforts related to future CP work are ongoing as a bid package with a few select sites will be advertised in the near future, with the intention of construction at least a portion of the work before the end of the fiscal year, depending on budget.

With an increase in unrelated construction occurring in the vicinity of existing Commission infrastructure, Resolution R-85-26 represents a Task Order amendment to Delve Underground to continue performing pipeline conflict reviews, providing technical expertise when engaged by Commission Staff to ensure that potential impacts to existing Commission infrastructure are properly managed.

WaterLink Communities (Montgomery/Oswego/Yorkville)

Permitting efforts and coordination with numerous agencies will continue throughout the remainder of the construction phase. Additional opportunities to improve the project or realize additional cost savings are also constantly under review for implementation.

Efforts related to easement acquisition remain ongoing, prioritized based on contractor locations and rates of progress. This work includes necessary property acquisition required in order to complete the construction of the WaterLink Pipeline.

Construction remains underway at three different sections throughout the project area, including the Book Road and “2B” portions of the 54” transmission main, as well as Section 1 on the smaller 36” diameter feeder main. Work within the ComEd corridor has begun on section 2B and is scheduled to begin on section 3B later this month. The Meter Station contract as well as Section 2 of the smaller 36” diameter feeder main are also both scheduled to begin in the coming weeks.

Resolutions R-87-26 through R-89-26 also appear on the agenda, representing ongoing change orders associated with field quantity adjustments at various locations. These are items where quantities in the field have exceeded the quantities originally bid for a respective bid package.

The final bid package, which includes nearly 25,000 feet of 20” and 24” feeder main pipe was advertised with bids opened in late October. A total of three bids were received, with the lowest responsible bid having been submitted by a Joint Venture (JV) of Precision Construction and Engineering and Acqua Contractors. Resolution R-84-26 represents a construction contract award to the JV for this work.

With the completion of this bid opening and subsequent award, all WaterLink construction packages have now been bid and awarded and remaining efforts will be focused solely on construction management.

Board Action Items:

Resolution R-81-26: A Resolution Approving the Purchase and Installation of a Replacement and Upgraded Perimeter Security Solution for the DuPage Pumping Station **(Schneider Electric – Cost Not-To-Exceed $250,000)**

Resolution R-82-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to John Neri Construction Co., Inc. – WAO No. 13.010 **(John Neri Construction Co., Inc. – WAO No. 13.010 – Estimated Expense of $96,450)**

Resolution R-84-26: Award of a Contract for the Construction of the West Feeder Main to Meter Stations MS 31A and MS 33A **(Contract FW-1/25 Section 3 – Acqua Performance Group, LLC - $33,316,816)**

Resolution R-85-26: A Resolution Approving and Ratifying a Second Amendment to Task Order No. 02 Under a Master Services Agreement with Jacobs Associates dba Delve Underground **(Increase in Not-To-Exceed Amount by $30,000)**

Resolution R-87-26: A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project – TW Section 1 **(D. Construction & Benchmark Construction - $85,595.00)**

Resolution R-88-26: A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project – TW Section 2A **(Airy's, Inc. - $23,370.00)**

Resolution R-89-26: A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project – FW Section 1 **(Bolder Contractors - $470,047.50)**

Resolution R-90-26: A Resolution Awarding a 36-Month Contract to Beary Landscape Management for Landscape Maintenance Services for the DuPage Water Commission **(Base Bid of $81,222 for a 36-Month Contract)**

Resolution R-91-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to John Neri Construction Co., Inc. – WAO No. 13.011 **(John Neri Construction Co., Inc. – WAO No. 13.011 – Expense of $37,042.93)**

Resolution R-92-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to Benchmark Construction Co., Inc.– WAO No. 13.013 **(Benchmark Construction Co., Inc. – WAO No. 13.013 – Expense of $29,915.67)**

Resolution R-93-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to Rossi Contractors, Inc. – WAO No. 13.012 **(Rossi Contractors, Inc. – WAO No. 13.012 – Estimated Expense of $195,049.49)**

Attachments:

1. DuPage Laboratory Bench Sheets for October 2026
2. Water Sales Analysis 01-May-2022 to 31-October-2026
3. WaterLink Status Report
4. Alternate Water Source Report

DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
OCTOBER 2026

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS

	CHICAGO SUPPLY				DUPAGE DISCHARGE						
DATE	FREE Cl_2 (mg/L)	TURBIDITY (ntu)	O-PO_4 (mg/L)	POWDER ACTIVATED CARBON ADDED (LBS/MG)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO_4 (mg/L)	ANALYST INT.
1	0.89	0.05	1.76	0.00	1.17	0.06	69	7.6	0.51	1.74	J.S.
2	1.2	0.04	1.57	0.00	1.33	0.06	69	7.6	0.47	1.67	J.S.
3	1.23	0.04	1.67	0.00	1.26	0.07	69	7.6	0.55	1.64	A.M.
4	1.24	0.04	1.59	0.00	1.35	0.06	69	7.6	0.52	1.55	A.M.
5	1.1	0.05	1.68	0.00	1.21	0.06	67	7.6	0.55	1.71	J.S.
6	1.15	0.05	1.68	0.00	1.25	0.07	67	7.6	0.53	1.40	J.S.
7	1.2	0.06	1.56	0.00	1.17	0.06	66	7.6	0.52	1.68	A.M.
8	1.31	0.06	1.62	0.00	1.13	0.08	66	7.7	0.52	1.40	A.M.
9	1.28	0.05	1.59	0.00	1.25	0.06	65	7.6	0.55	1.01	A.M.
10	1.14	0.05	1.68	0.00	1.28	0.06	66	7.7	0.52	1.69	J.S.
11	1.25	0.05	1.58	0.00	1.2	0.08	66	7.7	0.57	1.62	A.M.
12	1.19	0.06	1.56	0.00	1.17	0.07	66	7.7	0.56	1.58	A.M.
13	1.25	0.05	1.58	0.00	1.15	0.06	66	7.7	0.53	1.62	A.M.
14	1.19	0.05	1.68	0.00	1.23	0.06	67	7.7	0.54	1.63	J.S.
15	1.25	0.05	1.57	0.00	1.28	0.08	66	7.7	0.55	1.69	J.S.
16	1.24	0.05	1.61	0.00	1.25	0.07	66	7.6	0.52	1.60	J.S.
17	1.24	0.06	1.78	0.00	1.09	0.07	65	7.5	0.54	1.59	K.D.
18	1.16	0.05	1.70	0.00	1.12	0.06	66	7.6	0.54	1.65	K.D.
19	1.19	0.05	1.69	0.00	1.26	0.06	66	7.6	0.54	1.69	J.S.
20	1.27	0.09	1.66	0.00	1.23	0.07	64	7.6	0.55	1.60	J.S.
21	1.3	0.13	1.70	0.00	1.29	0.07	65	7.6	0.53	1.72	J.S.
22	1.33	0.05	1.63	0.00	1.24	0.06	64	7.6	0.59	1.70	R.C.
23	1.23	0.05	1.77	0.00	1.14	0.07	64	7.5	0.54	1.66	K.D.
24	1.17	0.07	1.63	0.00	1.26	0.05	64	7.5	0.55	1.65	R.C.
25	1.31	0.05	1.59	0.00	1.31	0.05	65	7.6	0.60	1.62	R.C.
26	1.21	0.05	1.60	0.00	1.14	0.06	64	7.5	0.54	1.59	K.D.
27	1.22	0.05	1.68	0.00	1.08	0.06	65	7.5	0.53	1.61	K.D.
28	1.16	0.06	1.55	0.00	1.27	0.05	64	7.5	0.56	1.63	R.C.
29	1.33	0.04	1.55	0.00	1.31	0.06	66	7.5	0.63	1.63	R.C.
30	1.24	0.04	1.56	0.00	1.31	0.06	66	7.5	0.59	1.62	R.C.
31	1.24	0.05	1.58	0.00	1.09	0.06	66	7.5	0.58	1.59	K.D.
AVG.	1.22	0.05	1.63	0.00	1.22	0.06	66	7.6	0.55	1.61	
MAX.	1.33	0.13	1.78	0.00	1.35	0.08	69	7.7	0.63	1.74	
MIN.	0.89	0.04	1.55	0.00	1.08	0.05	64	7.5	0.47	1.01	

Ross C. Bostick, Manager of Water Operations
ROINC - Certification No. 194171377

Date

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS 01-May-92 TO 31-Oct-26

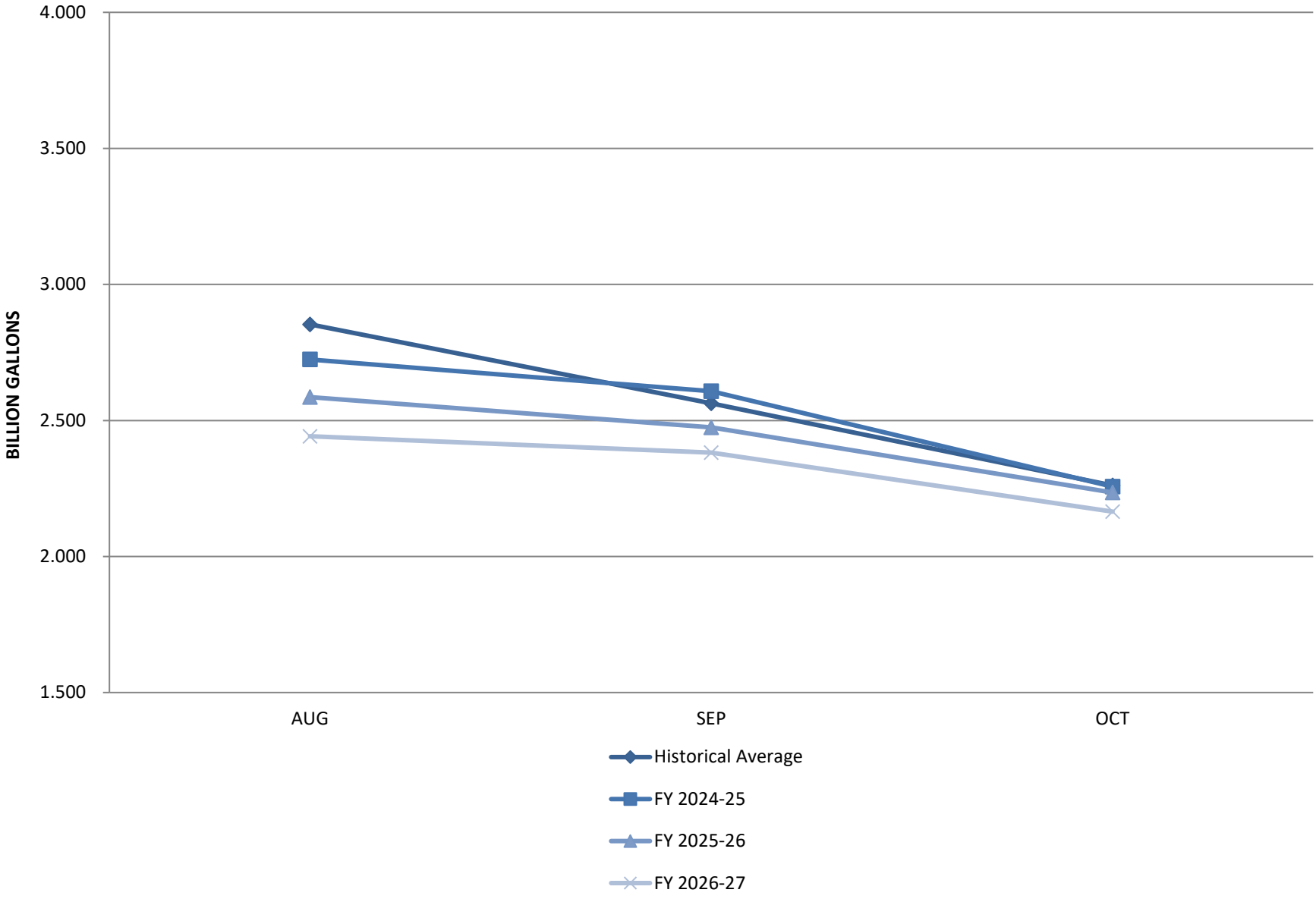
PER DAY AVERAGE 77,667,020

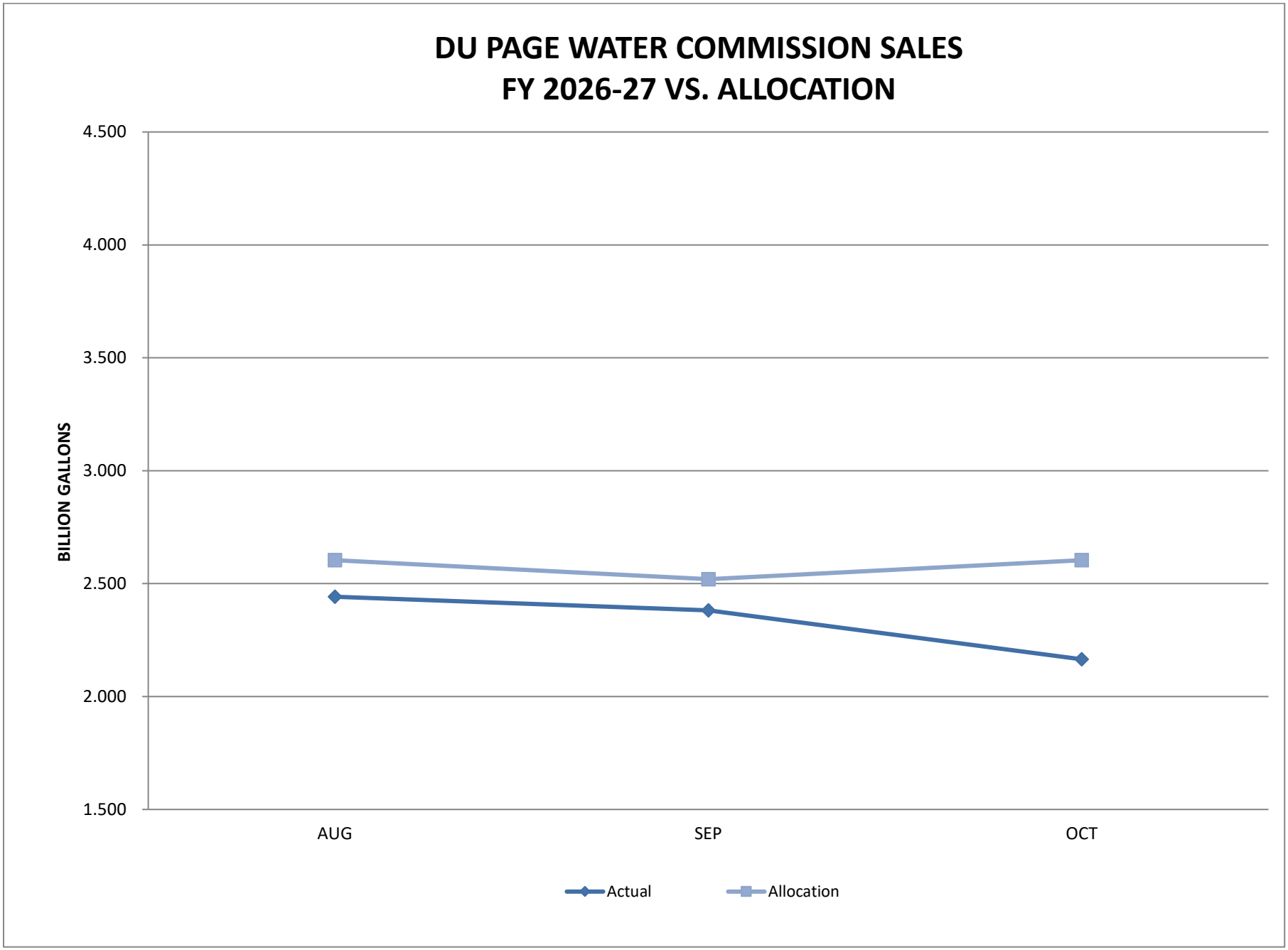
MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-23	2,474,377,000	2,540,440,833	97.40%	$13,336,892.03	$10,979,785.28	684,441	0.03%	97.43%	$5.39	$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	$16,016,040.04	$13,814,628.45	678,930	0.02%	97.65%	$5.39	$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	$13,838,420.75	$11,982,448.80	1,047,600	0.04%	97.29%	$5.39	$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	$14,601,213.55	$12,586,962.50	832,992	0.03%	97.72%	$5.39	$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	$12,972,964.62	$11,219,083.05	753,904	0.03%	97.41%	$5.39	$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	$11,164,258.49	$9,607,001.25	1,034,131	0.05%	97.91%	$5.39	$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	$10,255,687.75	$8,886,310.65	809,342	0.04%	97.23%	$5.39	$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	$10,633,144.06	$9,219,428.05	2,329,064	0.11%	97.24%	$5.39	$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	$11,094,722.10	$9,674,663.60	730,427	0.03%	96.61%	$5.39	$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	$10,069,463.25	$8,700,672.05	268,834	0.01%	97.47%	$5.39	$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	$10,390,815.05	$8,949,831.10	340,529	0.02%	97.79%	$5.39	$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	$10,516,536.80	$9,046,045.40	426,636	0.02%	97.92%	$5.39	$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	$12,751,706.16	$10,580,551.45	964,148	0.04%	98.08%	$5.58	$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	$14,274,398.88	$12,265,414.20	669,121	0.03%	97.91%	$5.58	$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	$14,383,755.72	$12,378,962.70	5,976,667	0.23%	97.95%	$5.58	$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	$15,199,819.56	$13,098,723.30	5,570,100	0.20%	97.79%	$5.58	$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	$14,551,585.38	$12,522,065.40	887,220	0.03%	97.77%	$5.58	$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	$12,592,944.00	$10,846,953.00	715,430	0.03%	97.67%	$5.58	$4.693
Nov-24	1,872,414,000	1,918,174,238	97.61%	$10,448,070.12	$9,001,956.60	517,416	0.03%	97.64%	$5.58	$4.693
Dec-24	2,003,025,000	2,053,944,598	97.52%	$11,176,879.50	$9,639,162.00	465,013	0.02%	97.54%	$5.58	$4.693
Jan-25	2,084,797,000	2,142,229,363	97.32%	$11,633,167.26	$10,053,482.40	295,500	0.01%	97.33%	$5.58	$4.693
Feb-25	1,882,269,000	1,935,765,374	97.24%	$10,503,061.00	$9,084,546.90	225,910	0.01%	97.25%	$5.58	$4.693
Mar-25	1,991,703,000	2,037,452,909	97.75%	$11,113,702.74	$9,561,766.50	307,123	0.02%	97.77%	$5.58	$4.693
Apr-25	2,007,784,000	2,062,448,476	97.35%	$11,203,434.72	$9,679,070.70	4,167,787	0.20%	97.55%	$5.58	$4.693
May-25	2,375,691,000	2,438,182,271	97.44%	$13,779,007.80	$11,442,389.40	864,737	0.04%	97.47%	$5.80	$4.693
Jun-25	2,581,750,000	2,650,830,953	97.39%	$14,974,150.00	$12,938,705.88	1,033,008	0.04%	97.43%	$5.80	$4.881
Jul-25	2,657,585,000	2,731,622,698	97.29%	$15,413,993.00	$13,333,050.39	779,447	0.03%	97.32%	$5.80	$4.881
Aug-25	2,585,750,000	2,649,626,669	97.59%	$14,997,350.00	$12,932,827.77	940,653	0.04%	97.62%	$5.80	$4.881
Sep-25	2,474,431,000	2,542,535,157	97.32%	$14,351,699.80	$12,410,114.10	3,791,192	0.15%	97.47%	$5.80	$4.881
Oct-25	2,235,209,000	2,282,050,781	97.95%	$12,964,212.20	$11,138,689.86	760,583	0.03%	97.98%	$5.80	$4.881
Nov-25	1,921,845,000	1,964,172,176	97.85%	$11,146,701.00	$9,587,124.39	499,812	0.03%	97.87%	$5.80	$4.881
Dec-25	2,083,561,000	2,137,963,067	97.46%	$12,084,653.80	$10,435,397.73	416,706	0.02%	97.47%	$5.80	$4.881
Jan-26	2,091,449,000	2,147,664,659	97.38%	$12,130,404.20	$10,482,751.20	585,634	0.03%	97.41%	$5.80	$4.881
Feb-26	1,906,592,000	1,953,475,741	97.60%	$11,058,233.60	$9,534,915.09	385,924	0.02%	97.62%	$5.80	$4.881
Mar-26	2,003,482,000	2,053,767,910	97.55%	$11,620,195.60	$10,024,441.17	366,128	0.02%	97.57%	$5.80	$4.881
Apr-26	1,980,944,000	2,034,065,526	97.39%	$11,489,475.20	$9,928,273.83	550,092	0.03%	97.42%	$5.80	$4.881
May-26	2,371,633,000	2,429,444,665	97.62%	$13,968,918.37	$11,858,119.41	1,075,739	0.04%	97.66%	$5.89	$4.881
Jun-26	2,386,900,867	2,457,327,994	97.13%	$14,058,846.11	$12,215,377.46	4,688,094	0.19%	97.32%	$5.89	$4.971
Jul-26	2,751,293,000	2,811,775,832	97.85%	$16,205,115.77	$13,977,337.66	820,761	0.03%	97.88%	$5.89	$4.971
Aug-26	2,441,907,000	2,507,424,884	97.39%	$14,382,832.23	$12,464,409.10	2,241,468	0.09%	97.48%	$5.89	$4.971
Sep-26	2,381,411,000	2,434,037,204	97.84%	$14,026,510.79	$12,099,598.94	1,892,861	0.08%	97.92%	$5.89	$4.971
Oct-26	2,164,909,000	2,216,566,739	97.67%	$12,751,314.01	$11,018,553.26	1,386,106	0.06%	97.73%	$5.89	$4.971
TOTALS (1)	978,759,788,665	1,006,694,593,769	97.23%	$2,678,517,137.28	$2,356,633,329.19	915,349,350	0.09%	97.32%	$2.74	$2.341

(1) - SINCE MAY 1, 1992
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE
(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD										
Oct-25	14,910,416,000	15,294,848,529	97.49%	86,480,413	74,195,777				$5.80	$4.851
Oct-26	14,498,053,867	14,856,577,318	97.59%	85,393,537	73,633,396				$5.89	$4.956
	(412,362,133)	(438,271,211)		($1,086,876)	($562,382)					
	-2.8%	-2.9%		-1.3%	-0.8%					
Month										
Oct-25	2,235,209,000	2,282,050,781	97.95%	12,964,212	11,138,690				$5.80	$4.881
Oct-26	2,164,909,000	2,216,566,739	97.67%	12,751,314	11,018,553				$5.89	$4.971
	(70,300,000)	(65,484,042)		($212,898)	($120,137)					
	-3.1%	-2.9%		-1.6%	-1.1%					
Oct>Sept	(216,502,000)	(217,470,465)		(1,275,197)	(1,081,046)					

DU PAGE WATER COMMISSION SALES
FY 2026-27, 2025-26 & 2024-25 VS. HISTORICAL AVERAGE




DU PAGE WATER COMMISSION SALES
FY 2026-27 VS. ALLOCATION
BILLION GALLONS
4.500
4.000
3.500
3.000
2.500
2.000
1.500
AUG
SEP
OCT
Actual
Allocation

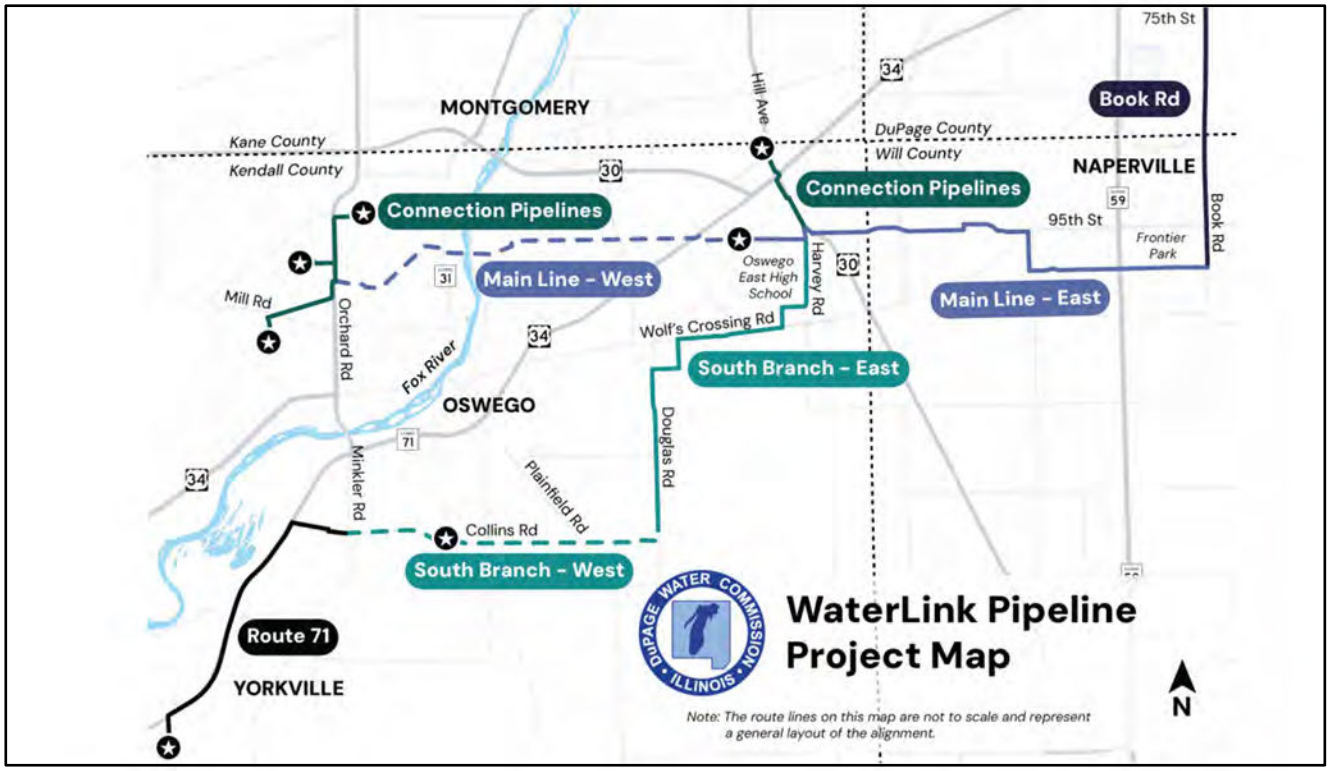
WATERLINK
MONTGOMERY • OSWEGO • YORKVILLE

WaterLink
Monthly Progress Report



November 2026

Data through October 31, 2026



Program Overview

Project Section	Monthly Progress Update
Book Road	
(TW-6/25 Section 1)	Under construction
Main Line – East	
(TW-6/25 Section 2A)	Under construction
(TW-6/25 Section 2B)	Under construction
(TW-6/25 Section 2C)	Under construction
Main Line – West	
(TW-6/25 Section 3A)	Contract awarded
(TW-6/25 Section 3B)	Under construction
(TW-6/25 Section 3C)	Contract awarded
South Branch – East	
(FW-1/25 Section 1)	Under construction
South Branch – West	
(FW-1/25 Section 2)	Contract awarded
Route 71	
(FW-1/25 Section 3)	Advertisement closed, anticipate contract award in November
Connection Pipelines	
(FW-1/25 Section 4)	Contract awarded
Meter Stations	
(MS 22/25)	Under construction

Project Stats & Milestones

Through October, crews have placed more than 14,000 feet of 54” and 48” water main along Book Road (TW-6/25 Section 1). Crews have placed more than 6,900 feet of 54” water main along Main Line – East (TW-6/25 Section 2A, 2B, 2C). And finally, crews have placed more than 7,500 feet of 36” water main along South Branch – East (FW-1/25 Section 1).

Project Section	Monthly Construction Update (Pipe installed in August)	Percent Complete
Book Road	Crews installed approximately 1,593 ft of 54” water main	90%
Main Line – East	Crews installed approximately 1214 ft of 54” water main	25%
Main Line – West	Tree clearing activity has been completed.	1%
South Branch – East	Crews installed approximately 1,447 ft of 36” water main.	30%
South Branch – West	Construction has not yet begun.	0%
Route 71	Construction has not yet begun.	0%
Connection Pipelines	Construction has not yet begun.	0%
Meter Stations	Crews have begun mobilization.	1%





WATERLINK
MONTGOMERY • OSWEGO • YORKVILLE

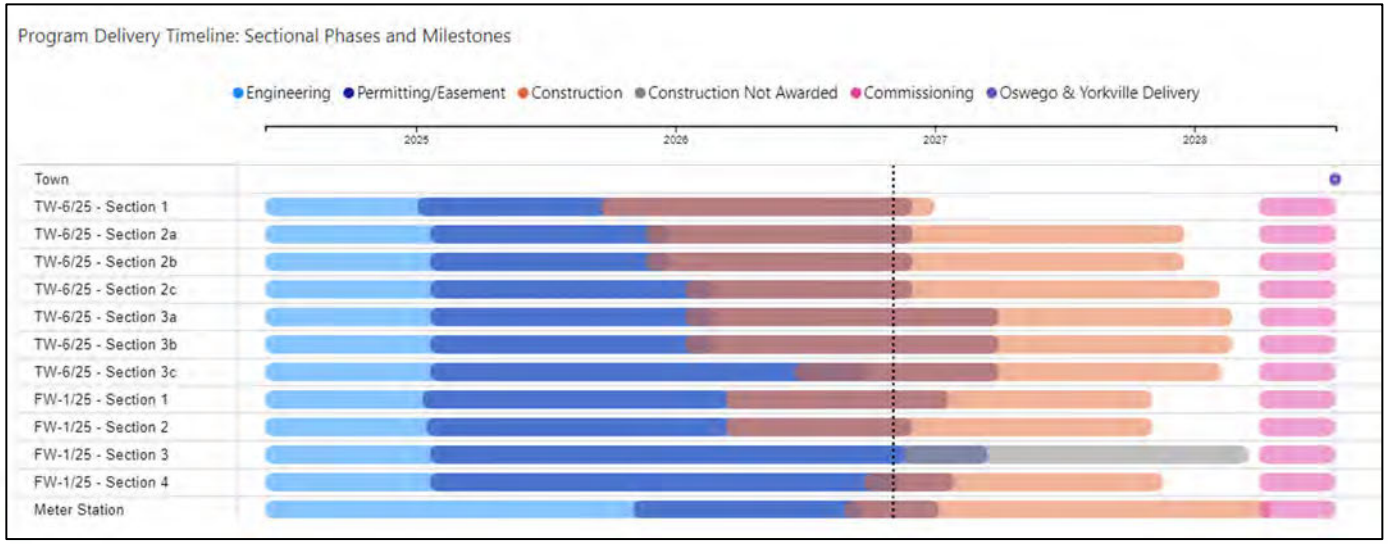
Schedule & Cost Tracking

Through October, eleven of the twelve contracts have been awarded. Bidding activities are complete for FW-1/25 Section 3, and reviews are ongoing with construction contract award target shifted from October to November 2026. Permit and easement acquisition is progressing in alignment with construction activities. Overall, the program schedule remains on track to achieve the targeted community water delivery dates.

Contract Section	Design	Permit Acquisition	Easement Acquisition	Construction Completion (per contract)
TW-6/25 – Section 1	Complete	Complete	NA	12-31-2026
TW-6/25 – Section 2a	Complete	In Progress	Complete	12-18-2027
TW-6/25 – Section 2b	Complete	In Progress	Complete	12-18-2027
TW-6/25 – Section 2c	Complete	In Progress	Complete	02-06-2028
TW-6/25 – Section 3a	Complete	In Progress	Complete	02-23-2028
TW-6/25 – Section 3b	Complete	In Progress	Complete	02-23-2028
TW-6/25 – Section 3c	Complete	In Progress	In Progress	02-08-2028
FW-1/25 – Section 1	Complete	In Progress	In Progress	11-03-2027
FW-1/25 – Section 2	Complete	In Progress	In Progress	11-03-2027
FW-1/25 – Section 3	Complete	In Progress	Complete	To be determined*
FW-1/25 – Section 4	Complete	In Progress	In Progress	11-18-2027
Meter Stations	Complete	In Progress	Complete	04-18-2028

$82.7 Million Spent

**Completion dates for sections that have not been awarded/NTP issued are estimates and subject to change.*



***Montgomery is not shown on the timeline because there's a significant gap in time. They are scheduled for water delivery in 2032.*

WATERLINK
MONTGOMERY • OSWEGO • YORKVILLE

Resolution #: R-81-26

Account: 01-60-771700

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution Approving the Purchase and Installation of a Replacement and Upgraded Perimeter Security Solution.**

Agenda Section: Engineering & Construction

Originating Department: Systems & Information Technology

Due to security concerns staff does not intend to publicly reveal the detailed nature of the proposed security enhancements; Commissioners may direct questions to Denis Cuvalo:

The existing perimeter security system has been in service for the DuPage Pump Station campus for over twenty years. The system has reached its end of life, is no longer supported, and the stock of repair and replacement parts are diminishing. Commission staff therefore request an upgrade of a portion of the DWC campus perimeter security system. In anticipation of this proposal, this work is in the approved FY-27/28 Budget in account 01-60-771700. This system will support the security posture for the DuPage Pumping Station. Potential additional future site security measures are being evaluated by staff and may be brought forth for Board considerations at a later date.

Commission staff worked with Schneider Electric, the Commission's physical security support and maintenance contractor, for recommendations on similar and alternative security systems. After reviewing several options, including alternative technology, Commission staff requested a formal quote for the purchase, installation, and configuration of the most suitable perimeter security system. The proposed system is similar to what the Commission has employed for twenty-plus years, meeting the expectations and needs for this aspect of campus security. The proposal for the purchase, installation, and configuration of a perimeter security system for the DWC campus comes to a cost not to exceed $250,000, which is the amount budgeted for this item in the FY 2026-27 Budget.

Commission staff request authorization to purchase the hardware and utilize the professional services of Schneider Electric for the replacement of the perimeter security system around the Commission campus.

Recommended Motion: To approve Resolution No. R-81-26

RESOLUTION NO. R-81-26

A RESOLUTION
APPROVING THE PURCHASE AND INSTALLATION OF
A REPLACEMENT PERIMETER SECURITY SOLUTION

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

WHEREAS, the DuPage Water Commission received a price quotation from Schneider Electric, dated September 28, 2026, in the amount not to exceed $250,000.00 for the purchase, installation, and configuration of a replacement perimeter security system for the DWC campus requested by Commission staff; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to accept the price quotation offered by the Sole Source provider, Schneider Electric, to purchase, install, and configure a replacement perimeter security system for the DWC campus as requested by Commission staff;

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

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

SECTION TWO: The price quotation of Schneider Electric, dated as of September 28, 2026, for the purchase, installation, and configuration of a replacement perimeter security system for the DWC campus requested by Commission staff shall be and hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission in the amount not to exceed $250,000.00 necessary to effect the purchase of said hardware is hereby approved without further act.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

_____

James F. Zay, Chairman

ATTEST:

_____

Danna Mundall, Clerk

Board/Resolutions/2026/R-81-26.docx

EXHIBIT 1

Redacted Schneider Electric Proposal Dated 11/09/2026

November 6th, 2026

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

Proposal # DEB-25-022

Re: **DuPage Water Commission –** [redacted] **Perimeter Security**

Dear Denis

Thank you for allowing Schneider Electric (SE) the opportunity to present this proposal for your security concerns. I respectfully submit the following for your review.

Perimeter Fence Security Objective: Removal of all current front Perimeter Beams. Install New Perimeter Beams [redacted], Install Perimeter Beams on [redacted]

Purchase & Install the following Equipment:
Transmitters/Receivers. [redacted] **Areas Demo and Installation:**
A. Remove old Beam transmitters/receivers. Leaving current cabling in place.
B. Purchase, Install & Configure All the new Transmitters/Receivers.
C. Purchase & install accessories for mounting any Transmitter/Receivers in the current footing/cement locations. Include any Grounding Rods
D. Label all cabling at Transmitter/Receivers
E. Remove old PS in cabinet [redacted].
F. Purchase & install Qty (2) [redacted] Power Converter in cabinet [redacted]
F. Purchase & install Qty (1) [redacted] PS in cabinet [redacted]
G. Remove old PS in cabinet [redacted]
H. Purchase & install Qty (2) [redacted] Power Converter in cabinet D[redacted]
H. Purchase & install Qty (1) [redacted] PS in cabinet [redacted]
I. Purchase & Install [redacted] Galvanized Poles and Footings

Transmitters/Receivers. NE corner on Blast Wall Demo and Installation:
A. Remove old Beam transmitters/receivers. Leaving current cabling in place.
B. Purchase, Install & Configure Transmitters/Receivers on blast wall.
C. Purchase & install accessories. Junction Box, Grounding rod, Etc....
D. On the Installation [redacted]; drilling will be required.
E. Label all cabling at Transmitter/Receivers
F. Purchase & Install Qty (1) [redacted] PS Charger in cabinet [redacted]

Schneider Electric will provide labor for the following:

- All current devices cabling on the Perimeter Beams will be reused.
  NOTE: If any cabling is found to be not functioning properly on the Perimeter cabling, a Change Order will be required to address the issue.
- Configure alarms within the access control system
- [redacted]
- Project Management & Coordination

PERIMETER SECURITY PROPOSAL PRICE: **$ 249,665.00**

[redacted]

Clarifications:

1. **Pricing** is based solely on the Schneider Electric scope and clarifications outlined herein. All pricing reflects materials and services based on our interpretation of the project requirements.
2. **All work** has been priced assuming completion during a single, continuous mobilization.
3. **Project phasing:** Schneider Electric has not included any phasing or breakout pricing and assumes the project will be completed in one phase. Any required remobilization due to phased execution may be subject to additional costs.

4. **Warranty:** A one (1) year warranty is included for all new equipment, including both parts and labor.
5. **Scope changes:** Any adds, moves, changes, or additional work requests will be performed at additional cost.
6. **Labor hours:** All labor has been estimated based on straight-time, first-shift work, Monday through Friday, 7:00 AM – 3:30 PM.
7. **Site conditions:** It is recommended that outside work be completed outside of ground freezing conditions.
8. **Existing infrastructure reuse:** The existing perimeter beam forms will be reused for mounting the new transmitters and receivers.
9. If any existing perimeter cabling is found to be non-functional or not performing to operational requirements, a Change Order will be required to complete necessary corrective work.
10. This proposal assumes cabling will be installed utilizing existing conduit pathways. If existing conduits do not have sufficient capacity for new cabling, a Change Order will be required.

Exclusions & Exceptions:

1. Schneider is unaware of any required permits or inspections normally required for work of this type and has not included any costs in our proposal. Should any Authority having Jurisdiction (AHJ) come forward and require any item that has cost; it shall be added to the project value as a change order.
2. Schneider Electric has no MBE/WEBE participation in this proposal.
3. No permits are included in this project.

* Taxes – The prices quoted herein does not include Federal, State, County, City, Sales, Use, Excise, Import, Export, or other similar taxes.

Pricing terms set forth in this proposal shall remain firm only for a period of 30 days.

This quote or proposal is submitted subject to and conditioned upon the terms and conditions being subsequently agreed to between the parties.

If you have any questions, please call me at (630)205-4818.

Sincerely,

Don Bachman

Don Bachman
Service Sales Representative
Schneider Electric Buildings Business
Don.bachman1@se.com

TERMS AND CONDITIONS OF SALE

900512PITC R03/15/26

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Company") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Customer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Company. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Customer only modified by written agreement or Company objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Customer may accept the quotation by signing and returning a copy to Company or by returning Customer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Company hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Customer's order, which will be of no force or effect except as may be expressly agreed to by Company in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Company assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Company assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
2. **Payment.** Absent a contrary provision herein, Customer will pay Company monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Customer to Company within thirty (30) days after the date of substantial completion. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Company, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Company of an instrument for less than the full amount which Company claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Company. If Customer does not pay Company, through no fault of Company, within seven (7) days from the time payment was due, Company may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Customer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Company may terminate this contract for material breach and all monies due Company for services performed and materials delivered shall be paid upon demand. Company shall be entitled to recover from Customer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Customer's request, Company will furnish lien waivers as the work progresses.

   Company reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Customer's obligation. In event of payment default, Company may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Company's security interest in the goods. At Company's request, Customer will execute any necessary instrument to perfect Company's security interest.
3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Company's net income) that are payable hereunder shall be the responsibility of Customer. If applicable, Customer shall provide Company a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims**. All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Company and approved by Customer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Company by Customer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Customer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Customer shall notify Company promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Company. Upon Company's receipt of such notification, Company shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Company will not be liable for any claim or back charge where Company has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Company's holidays). If Customer requests Company to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Customer. If Company's work is to be performed on the project site, Customer will afford unrestricted access to Company and its employees and agents to all work areas.

6. **Damage or Loss to Equipment**. In the case of equipment not to be installed by or under supervision of Company, Company shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Company, Company shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Company, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Company, Customer agrees to promptly pay or reimburse Company an amount equal to the damage or loss which Company incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

7. **Delays**. Customer shall prepare all work areas so as to be acceptable for Company's work required hereunder. Customer acknowledges that the contract sum is based upon Company being able to perform the work in an orderly and sequential manner, as Company so determines. If Company's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Customer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Customer to control, then Customer agrees that it will be liable to Company for all increased costs and damages which Company incurs as a result thereof. Furthermore, if Company is delayed at any time in the progress of the work by any act or neglect of Customer, or by any separate contractor employed by Customer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Company's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.

8. **Warranty**. Company warrants to Customer that all tangible articles manufactured by Company will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Company, Company's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Company, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Company in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Company shall be borne by Customer. Company warrants that for equipment furnished and or installed, but not manufactured by Company, Company will extend the same warranty terms and conditions which Company receives from the manufacturer of said equipment.

   This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Company. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Company or authorized subcontractors of the Company) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Company. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Company or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Company's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Company's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Company when due. If cause of defect is found not to be Company's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Limitation of Liability.** In no event will Company's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or as may be required by law. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Laws and Permits.** Company shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Customer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Company may have under construction mechanic or materialmen lien laws. Company shall have the right to suspend affected services pending resolution of disputes.

12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than $1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the jurisdiction in which the project and services are being performed. No credit will be given or premium paid by Company for insurance afforded by others.

13. **Clean Up.** Company agrees to keep the job site clean of debris arising out of its operations. Customer shall not back charge Company for any costs or expenses for clean up or otherwise without prior written notice and Company's written consent.

14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

15. **Ethics and Compliance with Laws.** Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. Without limiting the generality of the foregoing, Company's deliverables shall not (i) be exported or re-exported to any destination or party restricted by applicable US, EU or other national or international export control laws or regulations, or (ii) be used for those purposes or fields restricted by such laws and regulations. Company shall be excused from performing any obligations that would violate applicable legal requirements or could expose Company to liability thereunder. In the event Customer has concerns related to ethics, compliance, or Company's Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of Company's GreenLine. The GreenLine is Company's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the link: https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html.

16. **Cybersecurity.** Customer's Obligations for Its Systems: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or Services provided by Company, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, including through malware, hacking, or similar attacks.

    Company's scope does not include the implementation and/or maintenance of a Security Program to protect Customer's Systems against Cyber Threats. Company shall not be responsible for any losses or damages that may result from Customer's failure to maintain their own security programs in accordance with industry standards or to promptly follow Company's guidance with respect to the deliverables (i.e., by installing recommended updates or patches), whether provided via Company's security notification webpage at https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp or otherwise.

Resolution #: R-82-26

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25 to John Neri Construction Co., Inc.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co. Inc., for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-82-26 approves the following Work Authorization Orders under the Quick Response contracts.

Work Authorization Order No. 13.010 to John Neri Construction Co., Inc.
Pipeline and Remote Facilities staff have identified six (6) manhole frames & lids, and cathodic protection handhole structures that require repairs. The repairs include breaking asphalt and/or concrete street surfaces/bases, excavating existing frames and adjustment rings, and resetting, replacing, or installing new adjustment rings, frames, or lids. Staff requested the QR contractors to provide an estimate for six (6) structures for repairs with an option to include an additional one (1) structure, to be identified by Staff, for the potential of seven (7) structures to be repaired. The proposals are listed below:

John Neri Construction Co., Inc.	$ 96,450.00
Rossi Contractors, Inc.	$128.572.00
Benchmark Construction Co., Inc.	$145,000.00

Staff believe the proposal of John Neri Construction Co. Inc. is to be in the best interest of the Commission with a contingency of ten percent (10%) for unforeseen circumstances.

Recommended Motion:

To adopt Resolution No. R-82-26, WAO No. 13.010 at an estimated expense of $106,095.

RESOLUTION NO. R-82-26

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-13/25

WHEREAS, the DuPage Water Commission (the" Commission") entered into certain agreements dated June 30, 2025, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said being hereinafter collectively referred to as "Contract QR-13/25");

WHEREAS, Contract QR-13/25 is intended to allow the Commission to direct one or more or all 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 scope 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 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 in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honing, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2026/R-82-26.docx

EXHIBIT 1

Work Authorization Order No 13/25.010

John Neri Construction Co., Inc. Proposal dated October 22, 2026

JNC

JOHN NERI CONSTRUCTION CO., INC.
Sewer & Water Contractors
770 Factory Road *Addison, IL 60101
Tel: 630 629-8384* Fax: 630 629-7001
www.johnnericonstruction.com

October 22, 2026

Mr. Dariusz Panaszek
DuPage Water Commission
600 E. Butterfield Rd.
Elmhurst, Illinois 60126

2027 FY Frame and Lid Repair List. Only frames and lids provided by DWC

#	Asset	Pipeline	Station	Location	Village	Comments on Repairs	Type	Structure	Estimated cost
1	10347	TN-1/88	457+04	41.93577392 - 87.95359514	Bensenville	Frame and lid replacement. Replace and restore to IDOT specifications. Replace BOV lid to AR lid.	AR	29"	$ 13,750.00
2	10454	TOB-E87	778+36	41.95062914 - 88.08074495	Bloomingdale	Frame and lid replacement. Replace to IDOT specifications. Structure in asphalt.	AR	29"	$ 15,700.00
3	10124	FNW	131+60	41.88361636 - 87.97899527	Villa Park	Frame and lid replacement. Replace to IDOT specifications. Structure in asphalt.	AR	29"	$ 10,800.00
4	10131	FOB-2/89	87+95	41.95321055 - 88.11342982	Bloomingdale	Frame and lid replacement. Replace to IDOT specifications. Structure in asphalt.	AR	29"	$ 13,600.00
5	10104	FN-2/89	135+75	41.95056157 - 88.03168109	Addison (unincorporated)	Frame and lid replacement. Replace to IDOT specifications (needs frame). ***Structure in concrete.***	AR	29"	$ 17,500.00
6	10105	FN-2/89	158+64	41.95684475 - 88.03159819	Itasca	Frame and lid replacement. Replace to IDOT specifications (needs frame). ***Structure in concrete.***	AR	29"	$ 13,500.00
7	TBD					Repair/install frame and lid in an asphalt or concrete paved area. Work requires breaking asphalt and/or concrete street base, excavation of existing frame and adjustment rings, resetting, replacing or installing new adjustment rings, frame and lid, restoration in compliance with the local authority having jurisdiction, of existing roadway pavement, curb/gutter, sidewalk and parkway disturb or damaged due to repair work.			$ 11,600.00
									$ 96,450.00

Total estimated cost for above work.

Sincerely,

John Neri Construction Co., Inc.

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.010

LOCATION:

Various locations throughout Commission transmission and distribution system, see attached map book.

CONTRACTOR:

John Neri Construction Co. Inc.

DESCRIPTION OF WORK:

In accordance with John Neri Construction Co., Inc, proposal dated October 22, 2026, repairs include breaking asphalt and/or concrete street bases, excavating existing frames and adjustment rings, and resetting, replacing, or installing new adjustment rings, frames, or lids at 6 discrete locations plus an additional 1 location if deemed necessary and so directed by the Commission and restoration of all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

Manhole lid and repairs are needed to maintain infrastructure an improve safe access to our pipeline facilities.

MINIMUM RESPONSE TIME:

N/A

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

DWC will supply all frames and lids needed for the repairs, the contractor is to provide everything else.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

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

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

NO

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

NO

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE:_____

Resolution #: R-84-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **Award of a Contract for the Construction of the West Feeder Main to Meter Stations MS 31A and MS 33A (Contract FW-1/25 Section 3)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

WaterLink design efforts have been completed with the final pipeline construction package advertised earlier this fall.

The first eleven construction packages, TW-6/25 Sections 1, 2A, 2B, 2C, 3A, 3B, and 3C, FW-1/25 Sections 1, 2, and 4, and the Meter Station package have all been bid with contracts awarded by the Board in late 2025 and 2026. This left only one feeder main package to bid/award.

FW-1/25 Section 3 includes the installation of just under five miles of pipeline throughout each of the WaterLink Communities, ranging in diameter from 20" to 24". This work will connect the larger 54" transmission main from TW-6/25 Section 2C and FW-1/25 Section 2 to two of the seven WaterLink delivery sites along Route 71 and Route 30. The bid opening was held on October 21st, with three bids received. The bidders and their respective bids for each alternate can be seen in the table below.

Bid Alternates	Acqua Performance Group, LLC	Austin Tyler Construction, Inc.	John Neri Construction Co., Inc.
Alternative 1 (Jack & Bore)	$33,316,816.00	$35,144,703.20	$42,683,016.50
Alternative 2 (Horizontal Directional Drill)	$34,087,168.00	-	$46,907,459.00

Based on the results of the bid opening, Alternate 1, trenchless installation via the jack and bore method has been identified as the desirable alternative, with the Joint Venture of Acqua Contractors Corporation and PCE Performance Construction & Engineering (Joint Venture) identified as the lowest responsible bidder with a submitted bid of $33,316,816.00.

Resolution R-84-26 would approve a contract with the Joint Venture for the construction of the FW-1/25 Section 3 Project in the amount of $33,316,816.00.

Commission Staff have not previously worked with either member of the Joint Venture, however, references were contacted for both contractors with generally positive feedback received.

Recommended Motion:

To adopt Resolution R-84-26.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-84-26

A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF
THE FW-1/25 SECTION 3 CONTRACT

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

WHEREAS, the Village of Montgomery ("Montgomery"), the Village of Oswego ("Oswego") and the United City of Yorkville ("Yorkville") (Oswego, Montgomery and Yorkville are collectively referred to herein as the "Municipalities") desire to supply Lake Michigan water to their residents by connecting to the Commission's waterworks system;

WHEREAS, the Commission and the Municipalities previously entered into intergovernmental agreements related to the funding of the required connection facilities; and

WHEREAS, pursuant to Article VIII, Section 5 of the Commission's By-Laws, the DuPage Water Commission (the "Commission") invited proposals for the Construction of the FW-1/25 Section 3 Contract; and

WHEREAS, bids for Contract FW-1/25 Section 3 were received on October 21, 2026; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of the Joint Venture of Acqua Contractors Corporation and Performance Construction & Engineering, LLC. (Joint Venture) 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 hereby incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby approves the Contract for the Construction of the FW-1/25 Section 3 Project in the amount of $33,316,816.00, attached hereto as Exhibit A, conditioned upon the receipt of all contractually required documentation, and authorizes the Chairman to execute the agreement on behalf of the DuPage Water Commission and to take whatever steps necessary to effectuate the terms of said agreement.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2026/R-84-26.docx

EXHIBIT A

DuPage Water Commission

Contract for the Construction of

West Feeder Main

To Meter Stations MS 31A and MS 33A

Contract FW-1/25 Section 3

VOLUME I

CONTRACT DOCUMENTS

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

CONTRACT FW-1/25 SECTION 3

TABLE OF CONTENTS

1. Contract Agreement
2. Contractor's Certification
3. Schedule of Prices
4. General Conditions of Contract
5. Special Conditions of Contract
6. Contract Drawings
7. Specifications
8. Form of Performance Bond
9. Form of Labor and Material Payment Bond
10. Form of Maintenance/Warranty Bond
11. Addenda Nos. **1, 2, and 3**

CONTRACT AGREEMENT BETWEEN

DuPAGE WATER COMMISSION

AND

ACQUA PERFORMANCE GROUP, LLC.

FOR THE CONSTRUCTION OF

CONTRACT FW-1/25 SECTION 3

CONTRACT AGREEMENT BETWEEN

DuPAGE WATER COMMISSION

AND

ACQUA PERFORMANCE GROUP, LLC.

FOR THE CONSTRUCTION OF

CONTRACT FW-1/25 SECTION 3

TABLE OF CONTENTS

Page

ARTICLE I THE WORK 1

1.1 Performance of the Work 1
1.2 Contract Documents 2
1.3 Interpretation of Contract Documents 2

ARTICLE II CONTRACT TIME 4

2.1 Commencement Date 4
2.2 Completion Date 4
2.3 Time of the Essence 4

ARTICLE III CONTRACTOR'S WARRANTIES AND REPRESENTATIONS 5

3.1 Warranties and Representations 5
3.2 Affirmation of Other Warranties and Representations 7

ARTICLE IV FINANCIAL ASSURANCES 8

4.1 Bonds 8
4.2 Insurance 8
4.3 Indemnification 9
4.4 Penalties 10

ARTICLE V CONTRACT PRICE AND PAYMENT 10

5.1 Contract Price 10
5.2 Acceptance as Full Payment and Satisfaction 10
5.3 Method of Payment 11

ARTICLE VI LEGAL RELATIONSHIPS AND REQUIREMENTS 11

6.1 Binding Effect 11

6.2 Relationship of the Parties 11
6.3 Assignment 11
6.4 Confidential Information 12
6.5 Publicity 13
6.6 No Waivers 13
6.7 No Third Party Beneficiaries 14
6.8 Notices 14
6.9 Governing Laws 15
6.10 Changes in Laws 15
6.11 Compliance with Laws and Grants 15
6.12 Compliance with Patents 16
6.13 Severability 17
6.14 Entire Agreement 17
6.15 Amendments 17
6.16 Counterparts 18

CONTRACT AGREEMENT BETWEEN

DuPAGE WATER COMMISSION

AND

ACQUA PERFORMANCE GROUP, LLC.

FOR THE CONSTRUCTION OF

CONTRACT FW-1/25 SECTION 3

THIS CONTRACT AGREEMENT, made as of this **19th** day of **November**, **2026**, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and **Acqua Performance Group, LLC.**, a **Joint Venture**.

W I T N E S S E T H:

In consideration of the mutual promises contained in this Contract Agreement, it is agreed by and between Owner and Contractor as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete at the Work Site and in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the *Contract FW-1/25 Section 3* improvements together with related attachments, equipment, and appurtenances thereto.

2. Permits. Unless otherwise stated in the Special Conditions of Contract, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract.

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith.

1.2 Contract Documents

The Contract Documents consist of the following component parts, all of which are attached to this Contract Agreement and are, by this reference, made a part of this Contract Agreement as though fully set forth herein:

1. Contractor's Certification;
2. Schedule of Prices;
3. General Conditions of Contract;
4. Special Conditions of Contract;
5. Contract Drawings;
6. Specifications;
7. Form of Performance Bond;
8. Form of Labor and Material Payment Bond; and
9. Addenda Nos. **1, 2, and 3.**

Engineer may, during construction, furnish to Contractor such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. Contractor shall 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 Documents and shall not be considered as indicating additional Work.

1.3 Interpretation of Contract Documents

A. Definitions. Whenever used in this Contract Agreement or in the Contract Documents:

1. General Definitions. Except for the terms specially defined in Paragraph 1.3A2 below, all capitalized terms shall have the meanings given to them in Article VII of the General Conditions of Contract.

2. Special Definitions. The following capitalized terms shall have the following meanings:

a. Contractor. The Person first identified above with whom Owner has executed this Contract Agreement and its duly authorized officers, employees, agents, and representatives.

b. Engineer. Burns & McDonnell Engineering Company Inc., Lockwood, Andrews and Newnam, Inc. (LAN), Robinson Engineering, Ltd. (REL), or

such additional or different Person as Owner may from time to time designate in writing to perform any or all of the functions of the Engineer under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.

c. Owner. The DuPage Water Commission and its duly authorized officers, employees, agents, and representatives.

d. Work. All matters described, exhibited, contemplated, implied, or embraced in this Article I of this Contract Agreement and in Article I of the General Conditions of Contract, including all risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time, and all matters described, exhibited, contemplated, implied, or embraced in any Change Order issued pursuant to Section 2.1 of the General Conditions of Contract.

e. Work Site. From west side of Collins Road and Minkler Road intersection, along private easements to Route 71, along east side of Route 71, south along private easement to United City of Yorkville meter station site. From east of US Route 30 between Mitchell Drive and Harvey Road cul-de-sac, north along east side of US Route 30, crossing US Route 30 north of Lincoln Station Drive and US Route 30, north along west side of US Route 30, crossing US Route 30 south of US Route 34, north along east side US Route 30, crossing US Route 30 to Village of Montgomery meter station site.

f. Owner's Representative. Individual or firm appointed to or assigned by Owner to be its on-site representative under this Contract, to exercise certain power on behalf of the Owner and Engineer and to undertake certain contract administration activities as specifically outlined in the Contract Agreement.

B. Rules of Interpretation. This Contract shall be interpreted so that:

1. Requirements Cumulative. Each requirement imposed on Contractor shall be cumulative of every other requirement imposed on Contractor, and any Work required to be performed by any one component part of this Contract shall be performed to the same extent as if required by all component parts of this Contract.

2. Details to be Assumed. The Work shall be provided, performed, and completed in every detail whether or not every item of detail is particularly set forth in the Contract Documents, including work reasonably inferable from the Contract Documents.

3. Priority of Contract Provisions. In the event of a discrepancy, error, omission, ambiguity, or conflict in the application or interpretation of any of the provisions of this Contract, the terms of this Contract Agreement and of the General

Conditions of Contract shall govern over the terms and provisions of all other Contract Documents.

4. Engineer's Interpretation. Subject to Paragraphs 1.3B1, B2, and B3 above, Engineer shall determine which provision or provisions of this Contract Agreement and the Contract Documents best promotes or promote the overall objectives, and best fulfill the intents and purposes, of this Contract, and such provision or provisions shall govern. Such determination of Engineer shall be final.

C. Contractor's Duty to Report Discrepancies. Contractor shall carefully review this Contract Agreement and each of the Contract Documents before performing the Work, and each part thereof, and shall promptly call to the attention of Engineer any discrepancy, error, omission, ambiguity, or conflict that may exist among any of the component parts of this Contract or among any of the provisions of any one of such component parts before proceeding with any part of the Work affected by such discrepancy, error, omission, ambiguity, or conflict. Contractor shall be responsible for all corrective Work required resulting from Contractor's failure to give such notice and shall bear all damages and costs associated therewith, arising therefrom, or resulting from such matters 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; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization. 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 shown or indicated on the Contract Drawings, provided by Owner or Engineer, or otherwise made available to Contractor is not part of this Contract and, therefore, any discrepancy, error, omission, ambiguity, or conflict in such site information or data does not constitute a discrepancy, error, omission, ambiguity, or conflict in this Contract.

ARTICLE II
CONTRACT TIME

2.1 Commencement Date

Contractor shall commence the Work immediately upon execution of this Contract Agreement by Owner.

2.2 Completion Date

Contractor shall diligently and continuously prosecute the Work from the Commencement Date at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with, and as required by or pursuant to, this Contract.

The Work shall be completed in full compliance with this Contract, not later than 420 days following the Commencement Date.

2.3 Time of the Essence

The time of commencement, rate of progress, and time of completion are of the essence of this Contract.

ARTICLE III
CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

3.1 Warranties and Representations

In order to induce Owner to enter into this Contract, Contractor hereby warrants and represents to Owner as follows:

A. Review of Contract. Contractor has carefully examined, reviewed, and accepted this Contract Agreement and all of the Contract Documents prior to submission of its Bidder's Proposal and execution of this Contract and there are no discrepancies, errors, omissions, ambiguities, or conflicts in this Contract that are material to Contractor's provision, performance, or completion of the Work, the Contract Price or the Contract Time that have not already been clarified in writing by Owner to the satisfaction of Contractor. For claims based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract, Contractor shall hereafter have no claim for payment or compensation in excess of the Contract Price based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract. Contractor shall be entitled only to a possible extension of the Contract Time, if applicable, as provided in this Contract and then only in those cases where Contractor can show that such discrepancies, errors, omissions, ambiguities, or conflicts (1) could not have been discovered by Contractor prior to execution of this Contract or prior to the performance of any of the Work affected by such discrepancy, error, omission, ambiguity, or conflict and (2) has caused an unavoidable delay. 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 shown or indicated on the Contract Drawings, provided by Owner or Engineer, or otherwise made available to Contractor is not part of this Contract and, therefore, shall not constitute the basis for claims based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract.

B. Investigation of Work Site. Contractor has had a sufficient opportunity to conduct a thorough inspection and investigation of the Work Site and the surrounding area and has completed such inspection and investigation to its satisfaction. Contractor has included in the Contract Price allowances and contingency amounts for difficulties or obstructions that may arise or be encountered in the performance of the Work, including without limitation adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures,

utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors, and Contractor hereby waives all claims for, and hereafter shall have no claim for, payment or compensation in excess of the Contract Price based upon such difficulties or obstructions, or conditions at the Work Site or in the surrounding area 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. Contractor is responsible for dealing with conditions found at, and in the vicinity of, the Work Site, including subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, changed conditions due to work by other contractors, and similar site conditions without any equitable adjustment in the Contract Price 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.

C. Authorization; Enforceable Obligations. This Contract constitutes the legal, valid, and binding obligation of Contractor, is fully enforceable against Contractor in accordance with its terms, will not violate any judgment, Law, or organizational or operating document and will not cause or constitute a default under any contractual obligation of Contractor or any lien, charge, encumbrance, or security interest upon any assets of Contractor.

D. Contractor's Certification. All the facts and information submitted by Contractor in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Contractor's Certification are true and correct.

E. Technical Ability to Perform. Contractor is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

F. Financial Ability to Perform. Contractor is financially solvent, and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

G. Time. Contractor is ready, willing, able, and prepared to begin the Work on the Commencement Date and the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

H. Acceptance of Allocation of Risks and Changes. Contractor acknowledges and agrees that risks are inherent in the Work of this Contract and changes are to be expected. Contractor acknowledges that this Contract contains specific allocations of responsibility for such risks and changes. Contractor acknowledges, agrees to, and accepts such risks and changes that are allocated to it and that Contractor

is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

I. No Collusion. The only Persons interested in this Contract as principals are those disclosed as such in the Bidder's Sworn Acknowledgment submitted to Owner by Contractor, and this Contract is made without collusion with any other Person.

J. No Default. Contractor is not in arrears to Owner upon any debt or contract and is not a defaulter as surety, contractor, or otherwise to any Person.

K. Not Barred. Contractor is not barred by law from contracting with Owner or with any unit of state or local government, and neither Contractor nor any Person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any Person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any Person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any Person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such Person, group, entity or nation.

L. Taxes and Benefits. Contractor has excluded from the Contract Price all state and local sales, use, and excise taxes. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, 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 for Contractor's and its Subcontractors' employees.

M. Patent Costs. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

3.2 Affirmation of Other Warranties and Representations

In addition to the foregoing warranties and representations, Contractor hereby acknowledges that Contractor has carefully read, reviewed, and understood, and hereby agrees to honor, the Warranty of the Work contained in Article III of the General Conditions of Contract as well as all other warranties and representations set forth in the Contract Documents.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

A. Bonds Required. Contemporaneous with Contractor's execution of this Contract Agreement, Contractor shall provide a Performance Bond, a Labor and Material Payment Bond, and a Maintenance/Warranty Bond in the forms included in the Contract 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, each in the penal sum of the Contract Price, and such other bonds as and when required by Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while repairing, correcting, or replacing all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or that fails to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of the General Conditions of Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder. All bonds provided by the Contractor and its subcontractors shall include a provision guarantying performance of the prevailing wage clause contained in the Contract. The Contractor shall insert into each subcontract a requirement that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the project and a requirement that each subcontractor insert a comparable requirement into each lower tiered subcontract.

B. No Release of Bond Obligations. No changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of this Contract, in or to the Contract Drawings or Specifications, in or to the schedules, methods, or manner of performance of the Work, in or to Owner-furnished facilities, equipment, materials, services, or sites, or in or to the mode or manner of payment therefor, shall operate in any way to release Contractor or any surety or affect the obligation of either of them under any Bond required to be provided by Contractor. All notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and all notice of any and all defaults by Contractor, and all notice of Owner's termination of Contractor shall be waived by every surety under every Bond provided pursuant to this Contract.

4.2 Insurance

A. Insurance Required. Contemporaneous with Contractor's execution of this Contract Agreement, Contractor shall provide certificates and policies of insurance evidencing the insurance coverages set forth in Article IV of the General Conditions of Contract and Section 4 of the Special Conditions of Contract. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion.

B. Additional Insureds. The insurance coverages required pursuant to this Contract shall name Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, and the Persons identified in Section 4 of the Special Conditions of Contract as additional insured parties (the "Additional Insureds"). The coverage afforded the Additional Insureds shall be primary and non-contributory insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of Contractor. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance companies' liability under the insurance policies Contractor maintains shall not be reduced by the existence of such other insurance. All policies shall list the Owner as an additional insured and said coverage must specifically state it is primary and non-contributory.

4.3 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, save harmless, and defend Owner, Engineer, and the Additional Insureds against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner, Engineer, or the Additional Insureds, as the case may be, including, without limitation lawsuits, claims, demands, liabilities, losses, and expenses for or on account of:

1. Any delays or interference or damage to other contractors; and

2. Labor, equipment, materials, or supplies furnished under this Contract, including all liens or notices of liens on account thereof or Contractor's failure to remove or discharge same; and

3. Contractor's failure to obtain any required permits, licenses, approvals, or authorizations; and

4. Bodily injury, sickness, disease, or death sustained by any Person or Persons or injury or damage to, or loss or destruction of, any property; and

5. Any act or omission of Contractor or any of its Subcontractors or Suppliers, including but not limited to any failure to fulfill the terms of, or comply with, any

Laws or to pay any taxes, contributions, or premiums; and

6. Infringement, alleged infringement, or use of patent rights in connection with the Work and the use by Owner of any equipment, materials, supplies, processes, or inventions furnished under this Contract.

The indemnification obligations of Contractor under this Section 4.3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or Supplier under workers' compensation acts, disability benefit acts or other employee benefit acts. Contractor's obligations under this Section 4.3 shall survive termination or completion of this Contract.

4.4 Penalties

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof. Contractor may contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

ARTICLE V
CONTRACT PRICE AND PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in full satisfaction for providing, performing, and completing the Work, including such risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price, subject to any additions or deductions provided for in this Contract, in current funds, the lump sum amount or amounts, if any, stated in the Schedule of Prices and, for each acceptable unit of each Unit Price Item, if any, installed and complete in place, measured on the basis provided in the Contract Drawings and Specifications, the Unit Price for such Unit Price Item stated in the Schedule of Prices.

5.2 Acceptance as Full Payment and Satisfaction

Contractor shall accept the Contract Price in full satisfaction and payment for well and faithfully providing, performing, and completing within the Contract Time all the Work in compliance with, and as required by or pursuant to, this Contract, including such risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.

The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner and Engineer of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner or Engineer arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to the Special Conditions of Contract.

5.3 Method of Payment

Progress and Final Payments shall be made to Contractor in accordance with, and subject to the terms and conditions set forth in, Article V of the General Conditions of Contract.

ARTICLE VI
LEGAL RELATIONSHIPS AND REQUIREMENTS

6.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

Contractor agrees that if Contractor is a joint venture, then each Person participating in such joint venture shall be individually, personally, severally, and jointly responsible and liable, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this Contract, notwithstanding any arrangement, understanding, or agreement to the contrary, if any, whether disclosed to Owner or not, entered into by, between or among the Persons participating in such joint venture.

6.2 Relationship of the Parties

Contractor, and its Subcontractors and Suppliers, shall act as independent contractors in providing, performing, and completing the Work. No right of supervision, requirement of approval, or other provision of this Contract and no subsequent conduct of Owner or Contractor shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor, or (2) except as provided in Paragraph 6.6B6 of the General Conditions of Contract, to create any relationship between Owner and any Subcontractor or Supplier of Contractor. The rights of Owner under this Contract, either directly or through Engineer, in the control of the quality and completeness of the Work shall not make Contractor, or any Subcontractor or Supplier of Contractor, an agent of Owner, and the liability of Contractor, and of all Subcontractors and Suppliers of Contractor, for all damages to persons or to public or private property arising from the provision, performance, or completion of the Work by Contractor, or any Subcontractor or Supplier of Contractor, shall not be lessened because of the existence, exercise, or the non-exercise of such rights.

6.3 Assignment

A. Assignment by Contractor. Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract, without the prior express written consent of Owner, which consent may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written consent shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Any attempted or purported assignment made by Contractor without the written consent of Owner shall be void and of no force or effect and shall constitute a default under this Contract for which Owner shall have the right to invoke any of its remedies under Section 6.6 of the General Conditions of Contract. In no event shall Owner's consent to any assignment of this Contract or of any of Contractor's rights under this Contract, whether in whole or in part, operate as a release or satisfaction of Contractor's responsibility and liability for the provision, performance, and completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or for the proper performance of all other obligations of Contractor under this Contract, or for Contractor's liability on all representations and warranties made in or pursuant to this Contract. Contractor shall remain as fully responsible and liable for the acts, omissions, and performance of Contractor's assignee as Contractor is for its own acts, omissions, and performance.

B. Assignment by Owner. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor. In the event of an assignment by Owner of any or all of its rights or obligations under this Contract, Owner shall be released from all liability with respect to the rights or obligations so assigned.

6.4 Confidential Information

All information supplied by Owner or Engineer to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work. Neither Contractor nor any Subcontractor or Supplier shall own or be entitled to claim a copyright in the Contract or other documents prepared by Owner or Engineer.

Contractor shall identify any information supplied by it in providing, performing and completing the Work that is considered by it to be confidential or proprietary. Owner and Engineer shall not disclose any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner or Engineer prior to its submission by Contractor, or such information was properly obtained or developed independently by Owner or Engineer, or Contractor consents to such disclosure. Notwithstanding the foregoing, Contractor 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.

6.5 Publicity

Owner's name or insignia, photographs of the Work or the Work Site, or any other publicity pertaining to the Work shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of Owner.

By entering the Work Site, Contractor personnel, including Subcontractor and Supplier personnel, irrevocably authorize and grant to Owner, and to its successors, agents, representatives, and assigns, the irrevocable and unrestricted right, permission, and authority to:

1. Use the likeness and/or voice of such personnel in photographs, time-lapse photography, film, video, digital recordings, and other media in any magazine, trade paper, newspaper, or other medium, whether now known or hereafter existing, including newsletters, brochures, viewbooks, movies, tapes, diskettes, promotional items, and websites, without prior approval or inspection, without payment, compensation, or any other consideration, including royalties, and without liability; and

2. Use, edit, alter, copy, exhibit, publish, broadcast, distribute, and otherwise reproduce, modify, and display such likenesses and/or voices, in whole or in part, for purposes of publicizing Owner's activities and for any other lawful purpose in any manner, media, and medium.

Contractor shall, upon request of Owner, execute, acknowledge, and deliver such further instruments and take such action as may be necessary, desirable, or proper to carry out more effectively the purposes of this Section 6.5.

6.6 No Waivers

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner or Engineer, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner or Engineer shall constitute or be deemed to be

an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

No notices required to be given to Owner under this Contract are intended to be waived by Owner, and no action or inaction by Owner or Engineer shall be construed as waiving any such notice.

6.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any Person other than Contractor shall be made or be valid against Owner and Owner shall not be liable for or be held to pay any money to any such Person.

6.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person or sent by electronic mail 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 properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: General Manager
may@dpwc.org

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

Acqua Performance Group, LLC.
217 W. John Street
Plano, IL 60545

Attention: **Lonnie Avery or Alex Rendina**

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

6.9 Governing Laws; Venue; Attorney's Fees

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The parties agree that all disputes between them, whether arising out of or related to the Contract or arising out of any statute, regulation or common law, will be litigated exclusively in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. The parties expressly consent to the exclusive jurisdiction and venue of such court, and covenant not to sue in any other court or tribunal, state, federal or otherwise. The parties waive their right to argue that this court is an inconvenient forum. In the event either party initiates litigation under or regarding this Contract or the Project, the substantially prevailing party shall be entitled to its reasonable attorney's fees and costs including, without limitation, expert witness costs. The determination of who is the substantially prevailing party and the amount that will be paid will be decided by the court that presides over the dispute. This section is intended to be severable and shall survive the termination of this agreement.

6.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to Laws shall include such Laws as they may be amended or modified from time to time.

6.11 Compliance with Laws and Grants

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with the requirements of all governmental permits, licenses, or other approvals or authorizations that may be required in connection with providing, performing, and completing the Work and with all applicable Laws, including, without limitation, the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wages Laws; the Fair Labor Standards Act; any Laws regarding qualification to do business; any Laws requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any Laws prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Public Works Employment Discrimination Act, 775 ILCS 10/1 et seq.; any Laws respecting the assumption of liability for taxes, contributions, and premiums for

unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and Subcontractors' employees; and any Laws regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall keep itself fully informed of all Laws affecting this Contract; affecting those engaged or employed on the Work; affecting the equipment, materials, and supplies used in the Work; affecting the conduct of the Work; and affecting the rights, duties, powers, or obligations of Owner or of Contractor; and shall also keep itself fully informed of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over any of the foregoing. Contractor shall display all permits, licenses, and other approvals and authorizations as required by Law.

This Project is subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination, and any subsequent determinations issued by the Illinois Department of Labor. These revisions may be accessed by computer at https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-rates.html. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. All certified payroll documents for this project shall be submitted directly to the Illinois Department of Labor ("IDOL") through the IDOL Certified Transcript of Payroll Portal, which can be accessed at: https://labor.illinois.gov/laws-rules/conmed/certifiedtranscriptofpayroll.html.

B. Compliance by Subcontractors and Suppliers. Contractor shall, at all times, cause all of its Subcontractors and Suppliers to observe and comply with all such Laws.

C. Noncompliance of Contract Documents. Contractor shall promptly examine the Contract Drawings and Specifications and other Contract Documents and report to Owner any respects in which it appears that any of them may fail to conform to any applicable Laws.

D. Verification of Compliance. At or before the time of Owner's Final Acceptance of the Work, Contractor shall deliver to Owner all certificates, receipts, or other evidences of approval, acceptance, or payment of fees that may be required to establish the compliance of the Work with all applicable Laws, permits, licenses, approvals, authorizations, or other requirements.

E. Provisions Deemed Inserted. Each and every provision required by Law to be inserted in this Contract shall be deemed to be inserted herein, and this

Contract shall be read and enforced as though all such provisions were set out in full in this Contract. If through mistake or otherwise any such provision is not set out in this Contract, or is not correctly set out in this Contract, then upon the application of either Owner or Contractor, this Contract shall forthwith be physically amended to correctly set out such provision.

F. Compliance With Grant Conditions. Contractor shall comply with all conditions of, and all Laws applicable to, and all policies, practices, and procedures of Owner applicable to, any federal, state, or local grant received by Owner or by Contractor at any time with respect to this Contract or with respect to the provision, performance, or completion of the Work.

G. Regulatory Authority. Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its Subcontractors, or any other Person or to regulate the Work, the Work Site, or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for, or use or acceptance of, the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of, or require Owner to issue any license or permit to Contractor or any Subcontractor.

6.12 Compliance with Patents

A. Patent Rights. Contractor shall do all things necessary to obtain such rights and licenses as may be necessary in connection with all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

6.13 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract, shall be in any way affected thereby. The unenforceability of any provision of this Contract in a specific situation shall not affect the enforceability of that provision in any other situation.

6.14 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor, nor was the making and execution of this Contract induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

6.15 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

6.16 Counterparts

This Contract is being executed in five original counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract Agreement to be executed as of the day and year first written above.

Attest/Witness: **DuPAGE WATER COMMISSION**

By: _____ By: _____
Paul D. May, P.E.

Title: _____ Title: General Manager

CONTRACT AGREEMENT

Attest/Witness: **Acqua Performance Group, LLC.**

By: _____ By: _____
Lonnie Avery/Alex Rendina

Title: _____ Title: **Managing Member**

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

Lonnie Avery/Alex Rendina, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this day of , 20___.

Attest/Witness: **Acqua Performance Group, LLC.**

By: _____ By: _____
Lonnie Avery/Alex Rendina

Title: _____ Title: **Managing Member**

Subscribed and Sworn to
before me this ____ day
of _____, 20___.

My Commission Expires: _____

_____ [SEAL]
Notary Public

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

Resolution #: R-85-26

Account: As Assigned by Task Order

Approvals: *Author / Manager / Finance / Admin*

AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution Approving and Ratifying a Second Amendment to Task Order No. 02 Under a Master Services Agreement with Jacobs Associates dba Delve Underground**

Agenda Section: Engineering & Construction

Originating Department: Engineering

The Commission entered into a Master Services Agreement with Jacobs Associates, dba Delve Underground, dated January 15, 2026, for professional consultation services in connection with various projects as they arise.

On February 19, 2026, the Commission approved R-19-26, a First Amendment to Task Order No. 02, to be used for Indeterminate Needs as they arise. Since the approval of R-19-26, Delve has provided Impact Assessments and Construction Recommendations for several projects to ensure critical Commission infrastructure is not adversely impacted by the various proposed improvements.

Due to the number of construction projects adjacent to Commission infrastructure that have been proposed for review in recent months, the previously established budget for these reviews has been exhausted. However, projects continue to be submitted to the Commission for review, which require continued complex technical review. Due to the nature of this work and to extend Task Order No. 02 for various projects as they arise, Staff is recommending an increase in the not-to-exceed cost of Task Order No. 02 by $30,000.

Recommended Motion:

To adopt Resolution R-85-26.

RESOLUTION NO. R-85-26

A RESOLUTION APPROVING A SECOND AMENDMENT TO TASK ORDER NO. 02 UNDER A MASTER SERVICES AGREEMENT WITH JACOBS ASSOCIATES dba DELVE UNDERGROUND

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

WHEREAS, the Commission desires to obtain from time to time, and Jacobs Associates dba Delve Underground, a corporation organized and existing under the laws of Illinois ("Consultant"), desires to provide from time to time, professional engineering services in connection with the study of projects as delineated by the Commission; and

WHEREAS, for ease of administration, the Commission and Consultant desire to enter into a master contract setting forth the terms and conditions pursuant to which the Commission will obtain from time to time, and Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and Consultant; and

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

WHEREAS, pursuant to Resolution No. R-10-26, the Commission approved Task Order No. 02 to the Master Contract for Professional Consultation Services for the DuPage Water Commission; and

WHEREAS, the Commission and Consultant desire to amend Task Order No. 02 to the Master Contract to increase the not-to-exceed cost of services for the purpose of reviewing such additional discrete projects, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of Staff and Consultant that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Task Order No. 02 was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the Second Amendment to Task Order No. 02 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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 Second Amendment to Task Order No. 02 attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THS _____DAY OF _____, 2026

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/R-85-26.docx

EXHIBIT 1

SECOND AMENDMENT TO TASK ORDER NO. 02

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Jacobs Associates dba Delve Underground ("Consultant"), for Professional Engineering Services dated as of the 16th day of January, 2026 (the "Contract"), Owner and Consultant agree as follows:

1. **Project**:

Section 1 entitled "Project" of Task Order No. 02 shall be amended in its entirety so that said Section 1 shall hereafter be and read as follows:

"Indeterminate professional consultation services for such discrete projects as they arise."

2. **Services of Consultant**:

Section 2 entitled "Services of Consultant" of Task Order No. 02 shall be amended in its entirety that said Section 2 shall hereafter be and read as follows:

"Delve Underground will provide DWC the following professional services for each discrete project as requested:

- Project Management:
  - Meetings, as required, for each discrete project and shall include but not be limited to meetings with DWC, Contractors, and/or other project stakeholders
  - Site visit(s), as requested.
  - Monthly Reporting and Invoicing
  - Quality Control and Assurance
- Review of Background Information:
  - Review available geotechnical reports for each discrete project, if available
  - Review as-built information for existing transmission mains
  - Review of proposed improvement(s) in proximity to Commission infrastructure
  - Review of communications with project stakeholders and recommendations for data requests
- Development of Water Main Impact Assessment Memorandum:
  - Summary of understanding of existing conditions and anticipated construction methodology based on review of Owner provided documents
  - Assessment of vibration related impacts to the existing water main, if applicable
  - Assessment of potential load transfer, direct impacts, loss of confinement, or settlement to the existing water main
  - Summary of findings
  - Recommendations for construction mitigation, monitoring, including instrumentation, monitoring frequency, and proposed action levels.

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

None

4. **Commencement Date**:

November 20, 2026

5. **Completion Date:**

N/A

6. **Submittal Schedule:**

N/A

7. **Key Project Personnel**:

Daniel Ebin
Sam Swartz

8. **Contract Price**:

Section 8 entitled "Contract Price" of Task Order No. 02 shall be amended in its entirety so that said Section 8 shall hereafter be and read as follows:

"Direct Staff Rates with a 3.1 multiplier, but not to exceed $30,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract."

9. **Payments**:

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

10. **Special Safety Requirements**:

None.

11. **Modifications to Contract**:

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

12. **Attachments**:

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.The Effective Date of this Task Order is November 19, 2026.

DUPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.
General Manager

DWC DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:	Jeff Loster, P.E.
Title:	Engineering Manager
Address:	600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address:	loster@dpwc.org
Phone:	(630) 834-0100

JACOBS ASSOCIATES dba DELVE UNDERGROUND.

By: _____

Name: Brad Murray, P.E.
Title: Vice President, Midwest Region

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:	Daniel Ebin, P.E.
Title:	Senior Associate
Address:	123 N Wacker Dr., Chicago, Illinois 60606
E-mail Address:	ebin@delveunderground.com
Phone:	(312) 535-0347

Resolution #: R-87-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project (D. Construction & Benchmark Construction - $85,595.00)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

With eleven construction contracts awarded on the WaterLink project and four of them currently under construction, there are any number of field changes that may necessitate a Change Order on a monthly basis. It is Staff's intention to combine and summarize these changes for Board review and approval at each Board meeting. All supporting documentation is provided in the following pages. They include:

1. A summary of all contract value and deadline changes, either previously approved, or contemplated within the current Change Order proposed
2. An additional breakdown of all Change Orders for each contract, with brief descriptions for Change Order components
3. Full Change Order documents with a more detailed breakdown of those items included in the *current* Change Order

Approval of these Change Orders would impact the net Contract Prices and contract durations as shown on the summary pages.

Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price.

Recommended Motion:

To adopt Resolution R-87-26

DuPAGE WATER COMMISSION

RESOLUTION NO. R-87-26

A RESOLUTION APPROVING AND RATIFYING CERTAIN CHANGE ORDERS FOR A CONTRACT FOR THE CONSTRUCTION OF THE WEST TRANSMISSION MAIN ALONG BOOK ROAD FROM 75TH STREET TO THE COMED R.O.W. (CONTRACT TW-6/25 SECTION 1 (BOOK ROAD))

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

WHEREAS, the Village of Montgomery ("Montgomery"), the Village of Oswego ("Oswego") and the United City of Yorkville ("Yorkville") (Oswego, Montgomery and Yorkville are collectively referred to herein as the "Municipalities") desire to supply Lake Michigan water to their residents by connecting to the Commission's waterworks system;

WHEREAS, the Commission and the Municipalities previously entered into intergovernmental agreements related to the funding of the required connection facilities; and

WHEREAS, pursuant to Article VIII, Section 5 of the Commission's By-Laws, the DuPage Water Commission (the "Commission") invited proposals for the Construction of the TW-6/25 Section 1 (Book Road) Contract; and

WHEREAS, bids for Contract TW-6/25 Section 1 (Book Road) were received on July 1, 2025; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of the Joint Venture of Benchmark Construction Co., Inc. and D. Construction, Inc. (Joint Venture) 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 Change Orders set forth on Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff, the Engineers and the Contractors, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2026/R-87-26.docx

EXHIBIT A

DUPAGE WATER COMMISSION
CHANGE ORDER

PROJECT NAME: West Transmission Main Along Book Road from 75th Street to ComEd R.O.W.

CHANGE ORDER #: 04

LOCATION: DuPage County, Illinois

CONTRACT NO. TW-6/25 Section 1

CONTRACTOR: D. Construction, Inc. & Benchmark Construction Co., Inc.

DATE: 11/12/26

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Quantity Increases (Field Changes)

B. REASON FOR CHANGE:

1. The items included in this change order are a result of pay item quantity increases from those numbers that were included in the bid. These items are all associated with guardrail components, which appear to have been undercounted during the design phase.

C. REVISION IN CONTRACT PRICE:

Item	Description	Cost	Time Extension
1	Quantity Overrun – Guardrail Components	$85,595.00	0 Days

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by previous Change Orders, is hereby extended for 0 calendar days, maintaining the final Contract Completion Date of December 31, 2026.

2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."

3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.

4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	$67,148,000.00
2.	Net Increase/Decrease due to all previous Change Orders	-$18,663,093.27
3.	Contract Price, not including this Change Order	$48,484,906.73
4.	Increase/Decrease to Contract Price due to this Change Order	$85,595.00
5.	Contract Price including this Change Order	$48,570,501.73

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Lockwood, Andrews and Newnam, Inc.

By:_____ (_____)
Signature of Authorized Representative Date

CONTRACTOR: D. Construction Inc.

By:_____ (_____)
Signature of Authorized Representative Date

CONTRACTOR: Benchmark Construction Co., Inc.

By:_____( )
Signature of Authorized Representative Date

DuPAGE WATER COMMISSION:

By:_____( )
Signature of Authorized Representative Date

Contract Value Tracking

(as of 11/6/26)

Contract	Awarded Amount	Current CO Amount	Running Total	(over/under)	Original Deadline	Current Deadline
TW-6/25 Section 1	$67,148,000.00	**$25,000.00**	$48,570,501.73	-$18,577,498.27	12/31/2026	12/31/2026
TW-6/25 Section 2A	$12,356,369.00	**$1,762,861.00**	$14,142,600.00	$1,786,231.00	12/18/2027	12/18/2027
TW-6/25 Section 2B	$10,367,460.00	**$1,172,873.46**	$11,540,333.46	$1,172,873.46	12/18/2027	12/18/2027
TW-6/25 Section 2C	$26,900,617.00	**$2,139,950.93**	$29,040,567.93	$2,139,950.93	2/6/2028	2/6/2028
TW-6/25 Section 3A	$22,748,000.00	**$2,415,950.13**	$25,163,950.13	$2,415,950.13	2/23/2028	2/23/2028
TW-6/25 Section 3B	$10,188,020.00	**$1,334,550.00**	$11,522,570.00	$1,334,550.00	2/23/2028	2/23/2028
TW-6/25 Section 3C	$52,594,496.00	**$1,126,582.63**	$53,721,078.63	$1,126,582.63	2/8/2028	2/8/2028
FW-1/25 Section 1	$29,256,404.00	**$470,047.50**	$29,726,451.50	$470,047.50	11/3/2027	11/3/2027
FW-1/25 Section 2	$25,548,000.00	**$0.00**	$25,548,000.00	$0.00	11/3/2027	11/3/2027
FW-1/25 Section 3	(Not yet awarded)					
FW-1/25 Section 4	$15,171,368.00	**$0.00**	$15,171,368.00	$0.00	11/18/2027	11/18/2027
MS-22/25	$13,396,000.00	**$0.00**	$13,396,000.00	$0.00	4/18/2026	4/18/2026
	$285,674,734.00		**$277,543,421.38**	**-$8,131,312.62**		

TW-6/25 Section 1 (Book Road)

(Benchmark/D)

Original Contract Value: $67,148,000.00

Original Contract Deadline: 12/31/2026

Current Contract Value: $48,570,501.73

Current Contract Deadline: 12/31/2026

Change Order #	PCO #	Description	Cost Increase/ Decrease	Running Contract Total	% Increase/ Decrease	Time Extension (Days)	Resolution
1	1	Value Engineering Changes	($18,846,940.27)	$48,301,059.73	-28.07%	0	R-67-25
		Total CO Value:	**($18,846,940.27)**		**-28.07%**	**0**	
		Running Contract Value:	**$48,301,059.73**			**12/31/2026**	
2	2	Subsequent Changes based on Value Engineering (CO1)	$158,847.00	$48,459,906.73	0.24%	0	R-56-26
		Total CO Value:	**$158,847.00**		**0.24%**	**0**	
		Running Contract Value:	**$48,459,906.73**			**12/31/2026**	
3	10	#T625.1-10: MCI Fiber Utility Conflict	$25,000.00	$48,484,906.73	0.04%	0	R-74-26
		Total CO Value:	**$25,000.00**		**0.04%**	**0**	
		Running Contract Value:	**$48,484,906.73**			**12/31/2026**	
4	7	#T625.1-7: #TW6/25-1: Quantity Overrun Guardrail Items	$85,595.00	$48,570,501.73	0.13%	0	R-87-26
		Total CO Value:	**$85,595.00**		**0.13%**	**0**	
		Running Contract Value:	**$48,570,501.73**			**12/31/2026**	

Resolution #: R-88-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project (Airy's, Inc. - $23,370.00)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

With eleven construction contracts awarded on the WaterLink project and four of them currently under construction, there are any number of field changes that may necessitate a Change Order on a monthly basis. It is Staff's intention to combine and summarize these changes for Board review and approval at each Board meeting. All supporting documentation is provided in the following pages. They include:

1. A summary of all contract value and deadline changes, either previously approved, or contemplated within the current Change Order proposed
2. An additional breakdown of all Change Orders for each contract, with brief descriptions for Change Order components
3. Full Change Order documents with a more detailed breakdown of those items included in the *current* Change Order

Approval of these Change Orders would impact the net Contract Prices and contract durations as shown on the summary pages.

Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price.

Recommended Motion:

To adopt Resolution R-88-26

DuPAGE WATER COMMISSION

RESOLUTION NO. R-88-26

A RESOLUTION APPROVING AND RATIFYING CERTAIN CHANGE ORDERS FOR A CONTRACT FOR THE CONSTRUCTION OF THE WEST TRANSMISSION MAIN ALONG COMED R.O.W. AND 248TH AVENUE, FROM WOLF'S CROSSING ROAD TO BOOK ROAD

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

WHEREAS, the Village of Montgomery ("Montgomery"), the Village of Oswego ("Oswego") and the United City of Yorkville ("Yorkville") (Oswego, Montgomery and Yorkville are collectively referred to herein as the "Municipalities") desire to supply Lake Michigan water to their residents by connecting to the Commission's waterworks system;

WHEREAS, the Commission and the Municipalities previously entered into intergovernmental agreements related to the funding of the required connection facilities; and

WHEREAS, pursuant to Article VIII, Section 5 of the Commission's By-Laws, the DuPage Water Commission (the "Commission") invited proposals for the Construction of the TW-6/25 Section 2A/2B Contract; and

WHEREAS, bids for Contract TW-6/25 Section 2A/2B were received on October 31, 2025; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of Airy's, Inc. 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 Change Orders set forth on Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff, the Engineers and the Contractors, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2026/R-88-26.docx

EXHIBIT A

DUPAGE WATER COMMISSION
CHANGE ORDER

PROJECT NAME: West Transmission Main Along ComEd ROW and 248th Avenue, From Wolf's Crossing Road to Book Road

CHANGE ORDER #: 02

LOCATION: DuPage County, Illinois

CONTRACT NO. TW-6/25 Section 2A/2B

CONTRACTOR: Airy's, Inc.

DATE: 11/12/26

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. A new unit price has been provided for diverting removed spoils (in a select area) from the ComEd-required landfill site to a more economical Clean Construction Demolition Debris facility.

B. REASON FOR CHANGE:

1. It has been determined that a parcel that was initially attributed to ComEd ownership is actually owned by a Naperville Homeowners Association. As such, costs that were previously established for hauling to the ComEd-required landfill facility can be reallocated at a new negotiated (i.e. reduced) price for disposal at a more cost-effective Clean Construction Demolition Debris (CCDD) facility. This will also reduce costs associated with Arcadis' work as Environmental Contractor of Choice (ECOC).

C. REVISION IN CONTRACT PRICE:

Item	Description	Cost	Time Extension
	2A		
1	Non-ComEd Spoil Hauling (Boughton)	$23,370.00	0 Days

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by previous Change Orders, is hereby extended for 0 calendar days, maintaining the final Contract Completion Date of December 18, 2027.

2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."

3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.

4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

5. Pricing increases related to the non-ComEd Spoils removal associated with this change order are to be considered Not-to-Exceed costs and are based on the negotiated price of $285.00 per load and an estimated quantity of 82 loads.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	$22,723,829.00
2.	Net Increase/Decrease due to all previous Change Orders	$2,935,734.46
3.	Contract Price, not including this Change Order	$25,659,563.46
4.	Increase/Decrease to Contract Price due to this Change Order	$23,370.00
5.	Contract Price including this Change Order	$25,682,933.46

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Lockwood, Andrews and Newnam, Inc.

By:_____( )
Signature of Authorized Representative Date

CONTRACTOR: Airy's, Inc.

By:_____( )
Signature of Authorized Representative Date

OWNER: DuPage Water Commission

By:_____( )
Signature of Authorized Representative Date

Contract Value Tracking

(as of 11/6/26)

Contract	Awarded Amount	Current CO Amount	Running Total	(over/under)	Original Deadline	Current Deadline
TW-6/25 Section 1	$67,148,000.00	**$25,000.00**	$48,570,501.73	-$18,577,498.27	12/31/2026	12/31/2026
TW-6/25 Section 2A	$12,356,369.00	**$1,762,861.00**	$14,142,600.00	$1,786,231.00	12/18/2027	12/18/2027
TW-6/25 Section 2B	$10,367,460.00	**$1,172,873.46**	$11,540,333.46	$1,172,873.46	12/18/2027	12/18/2027
TW-6/25 Section 2C	$26,900,617.00	**$2,139,950.93**	$29,040,567.93	$2,139,950.93	2/6/2028	2/6/2028
TW-6/25 Section 3A	$22,748,000.00	**$2,415,950.13**	$25,163,950.13	$2,415,950.13	2/23/2028	2/23/2028
TW-6/25 Section 3B	$10,188,020.00	**$1,334,550.00**	$11,522,570.00	$1,334,550.00	2/23/2028	2/23/2028
TW-6/25 Section 3C	$52,594,496.00	**$1,126,582.63**	$53,721,078.63	$1,126,582.63	2/8/2028	2/8/2028
FW-1/25 Section 1	$29,256,404.00	**$470,047.50**	$29,726,451.50	$470,047.50	11/3/2027	11/3/2027
FW-1/25 Section 2	$25,548,000.00	**$0.00**	$25,548,000.00	$0.00	11/3/2027	11/3/2027
FW-1/25 Section 3	(Not yet awarded)					
FW-1/25 Section 4	$15,171,368.00	**$0.00**	$15,171,368.00	$0.00	11/18/2027	11/18/2027
MS-22/25	$13,396,000.00	**$0.00**	$13,396,000.00	$0.00	4/18/2026	4/18/2026
	$285,674,734.00		**$277,543,421.38**	**-$8,131,312.62**		

TW-6/25 Section 2A

(Airy's)

Original Contract Value:	$12,356,369.00
Original Contract Deadline:	12/18/2027
Current Contract Value:	$14,142,600.00
Current Contract Deadline:	12/18/2027

Change Order #	PCO #	Description	Cost Increase/ Decrease	Running Contract Total	% Increase/ Decrease	Time Extension (Days)	Resolution
1	1	#T625.2A-1: PCO 1 - Cathodic Protection Redesign	$428,311.00	$12,784,680.00	3.47%	0	R-75-26
	2	#T625.2A-2: Dispose Non-Special Waste (EA)	$1,334,550.00	$14,119,230.00	10.80%	0	
		Total CO Value:	**$1,762,861.00**		**14.27%**	**0**	
		Running Contract Value:	**$14,119,230.00**			**12/18/2027**	

Change Order #	PCO #	Description	Cost Increase/ Decrease	Running Contract Total	% Increase/ Decrease	Time Extension (Days)	Resolution
2	3	#T625.2A-3: Dispose Material at Boughton Materials	$23,370.00	$14,142,600.00	0.19%	0	R-88-26
		Total CO Value:	**$23,370.00**		**0.19%**	**0**	
		Running Contract Value:	**$14,142,600.00**			**12/18/2027**	

Resolution #: R-89-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution Approving and Ratifying Certain Change Orders for Contracts Related to the Construction of the WaterLink Pipeline Construction Project (Bolder Contractors - $470,047.50)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

With eleven construction contracts awarded on the WaterLink project and four of them currently under construction, there are any number of field changes that may necessitate a Change Order on a monthly basis. It is staff's intention to combine and summarize these changes for Board review and approval at each Board meeting. All supporting documentation is provided in the following pages. They include:

1. A summary of all contract value and deadline changes, either previously approved, or contemplated within the current Change Order proposed
2. An additional breakdown of all Change Orders for each contract, with brief descriptions for Change Order components
3. Full Change Order documents with a more detailed breakdown of those items included in the *current* Change Order

Approval of these Change Orders would impact the net Contract Prices and contract durations as shown on the summary pages.

Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price.

Recommended Motion:

To adopt Resolution R-89-26

DuPAGE WATER COMMISSION

RESOLUTION NO. R-89-26

A RESOLUTION APPROVING AND RATIFYING CERTAIN CHANGE ORDERS FOR A CONTRACT FOR THE CONSTRUCTION OF THE WEST FEEDER MAIN FROM HARVEY ROAD TO COLLINS ROAD

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

WHEREAS, the Village of Montgomery ("Montgomery"), the Village of Oswego ("Oswego") and the United City of Yorkville ("Yorkville") (Oswego, Montgomery and Yorkville are collectively referred to herein as the "Municipalities") desire to supply Lake Michigan water to their residents by connecting to the Commission's waterworks system;

WHEREAS, the Commission and the Municipalities previously entered into intergovernmental agreements related to the funding of the required connection facilities; and

WHEREAS, pursuant to Article VIII, Section 5 of the Commission's By-Laws, the DuPage Water Commission (the "Commission") invited proposals for the Construction of the FW-1/25 Section 1 Contract; and

WHEREAS, bids for Contract FW-1/25 Section 1 were received on February 3, 2026; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of Bolder Contractors, LLC. 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 Change Orders set forth on Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff, the Engineers and the Contractors, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2026/R-89-26.docx

EXHIBIT A

DUPAGE WATER COMMISSION
CHANGE ORDER

PROJECT NAME: West Feeder Main from Harvey Road to Collins Road

CHANGE ORDER #: 01

LOCATION: DuPage County, Illinois

CONTRACT NO. FW-1/25 Section 1

CONTRACTOR: Bolder Contractors, LLC.

DATE: 11/12/26

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Field Quantity Adjustments

B. REASON FOR CHANGE:

1. The items included in this change order are a result of pay item quantity increases from those numbers that were included in the bid. In some cases, these are simply quantity increases that were necessitated by field conditions differing from those anticipated during design. However, in other cases, some of these quantity increases are the result of intentional changes in the scope of work intended to reduce overall project costs, with offset savings that will not be realized until the project is completed.

C. REVISION IN CONTRACT PRICE:

Item	Description	Cost	Time Extension
1	Field Quantity Adjustments (September)	$158,029.00	0 Days
2	Field Quantity Adjustments (October)	$312,018.50	0 Days

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by previous Change Orders, is hereby extended for 0 calendar days, maintaining the final Contract Completion Date of November 3, 2027.

2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under

this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."

3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.

4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	$29,256,404.00
2.	Net Increase/Decrease due to all previous Change Orders	$0.00
3.	Contract Price, not including this Change Order	$29,256,404.00
4.	Increase/Decrease to Contract Price due to this Change Order	$470,047.50
5.	Contract Price including this Change Order	$29,726,451.50

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Lockwood, Andrews and Newnam, Inc.

By:_____ (_____)
Signature of Authorized Representative Date

CONTRACTOR: Bolder Contractors, LLC.

By:_____ (_____)
Signature of Authorized Representative Date

OWNER: DuPage Water Commission

By:_____ (_____)
Signature of Authorized Representative Date

Contract Value Tracking

(as of 11/6/26)

Contract	Awarded Amount	Current CO Amount	Running Total	(over/under)	Original Deadline	Current Deadline
TW-6/25 Section 1	$67,148,000.00	**$25,000.00**	$48,570,501.73	-$18,577,498.27	12/31/2026	12/31/2026
TW-6/25 Section 2A	$12,356,369.00	**$1,762,861.00**	$14,142,600.00	$1,786,231.00	12/18/2027	12/18/2027
TW-6/25 Section 2B	$10,367,460.00	**$1,172,873.46**	$11,540,333.46	$1,172,873.46	12/18/2027	12/18/2027
TW-6/25 Section 2C	$26,900,617.00	**$2,139,950.93**	$29,040,567.93	$2,139,950.93	2/6/2028	2/6/2028
TW-6/25 Section 3A	$22,748,000.00	**$2,415,950.13**	$25,163,950.13	$2,415,950.13	2/23/2028	2/23/2028
TW-6/25 Section 3B	$10,188,020.00	**$1,334,550.00**	$11,522,570.00	$1,334,550.00	2/23/2028	2/23/2028
TW-6/25 Section 3C	$52,594,496.00	**$1,126,582.63**	$53,721,078.63	$1,126,582.63	2/8/2028	2/8/2028
FW-1/25 Section 1	$29,256,404.00	**$470,047.50**	$29,726,451.50	$470,047.50	11/3/2027	11/3/2027
FW-1/25 Section 2	$25,548,000.00	**$0.00**	$25,548,000.00	$0.00	11/3/2027	11/3/2027
FW-1/25 Section 3	(Not yet awarded)					
FW-1/25 Section 4	$15,171,368.00	**$0.00**	$15,171,368.00	$0.00	11/18/2027	11/18/2027
MS-22/25	$13,396,000.00	**$0.00**	$13,396,000.00	$0.00	4/18/2026	4/18/2026
	$285,674,734.00		**$277,543,421.38**	**-$8,131,312.62**		

FW-1/25 Section 1

(Bolder)

Original Contract Value:	$29,256,404.00
Original Contract Deadline:	11/3/2027
Current Contract Value:	$29,726,451.50
Current Contract Deadline:	11/3/2027

Change Order #	PCO #	Description	Cost Increase/ Decrease	Running Contract Total	% Increase/ Decrease	Time Extension (Days)	Resolution
1	3	#F125.1-3: PCO 3 - Quantity Overage *(Major Items Include: Drain Tile Replacement, Additional Tree Removal and Replacement, and Exploratory Excavation)*	$158,029.00	$29,414,433.00	0.54%	0	R-89-26
	8	#F125.1-8: Oct Quantity Overage To-Date *(Major Items Include: Drain Tile Replacement, Exploratory Exploratory Excavation and an unforeseen water main adjust.)*	$312,018.50	$29,726,451.50	1.07%	0	
		Total CO Value:	**$470,047.50**		**1.61%**	**0**	
		Running Contract Value:	**$29,726,451.50**			**11/3/2027**	

Resolution #: R-90-26

Account: 01-60-629000

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: A Resolution Awarding a 36-Month Contract to Beary Landscape Management for Landscape Maintenance Services for the DuPage Water Commission.

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

This request seeks authorization of a 36-Month Landscape Maintenance Services unit price contract with Beary Landscape Management for periodic landscape services, at an estimated cost of $81,222 for a three year period. The estimated expenses shall be included in the FY27/28 Management Budgets which proposes funds for additional services as directed by staff.

The Commission solicited sealed proposals by direct invitation, as well as by notice published in the *Daily Herald* on October 5, 2026, and October 15, 2026, and by posting the solicitation on the Commission's website. Sealed proposals were received by November 4, 2026, at which time all proposals were publicly opened and read aloud.

Of the seventeen (17) companies holding the Request for Proposal, five (5) proposals were received. Of the five (5) proposals received, the proposal of Beary Landscape Management was found to be the lowest responsible bidder and most favorable to the interests of the Commission. Beary Landscape Management is the Commission's current landscape service provider and has provided satisfactory service for the last several years.

Company	Price
Beary Landscape Management	$ 81,222.00
Complete Landscaping, LLC	$ 82,800.00
Apex Commercial Services	$107,440.00
Diaz Group, LLC	$148,507.50
Alvarez, Inc.	$177,930.50

**Base bid pricing for a three-year contract; excludes unit prices for indeterminate work.*

Recommended Motion: To adopt Resolution No. R-90-26 awarding the contract to the lowest responsible bidder, Beary Landscape Management.

RESOLUTION NO. R-90-26

A RESOLUTION AWARDING A CONTRACT FOR 36-MONTH LANDSCAPE MAINTENANCE SERVICES

WHEREAS, in full compliance with said Statute, the Commission duly advertised for bids for 36-month Landscape Services Contract; and

WHEREAS, based upon staff review of the proposals received, and the staff's recommendation to the Board of Commissioners of the DuPage Water Commission, the Board of Commissioners has determined that the proposal of Beary Landscape Management is the most favorable and in the best interests of the Commission.

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

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

SECTION TWO: The DuPage Water Commission hereby awards a contract for the DuPage Water Commission 36-Month Landscape Maintenance Services to Beary Landscape Management, in accordance with their respective proposal, conditioned upon the receipt of all contractually required documentation.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2026/R-90-26.docx

Resolution #: R-91-26

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

ate: 11/12/2026

Description: **A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co., Inc. for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-91-26 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 13.011 to John Neri Construction Co, Inc.

The work authorization was issued to permit the commencement of work prior to Board approval, as immediate action was required to reconstruct a collapsed sewer service lateral above the Outer Belt Transmission Main trench on President Street in the City of Wheaton.

The scope of this work included providing and maintaining traffic and pedestrian controls, televising collapsed sewer service lateral to identifying the location(s) of the sewer pipe failure, establishing the limits of the required repairs, performing the necessary sewer pipe repairs with applicable IEPA requirements for separation between water mains and sewer lines, and restoring all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

Since John Neri Construction Inc. was able to mobilize immediately upon request for repair work, Work Authorization Order No. 13.011 was issued to Neri Construction Inc. in the estimated amount of $37,042.93.

Resolution R-91-26 ratifies approval of Work Authorization Order No. 13.011 to Neri Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at the cost of $37,042.93.

Recommended Motion:

To adopt Resolution No. R-91-26.

RESOLUTION NO. R-91-26

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-13/25

WHEREAS, the DuPage Water Commission (the" Commission") entered into certain agreements dated June 30, 2025, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said being hereinafter collectively referred to as "Contract QR-13/25");

WHEREAS, Contract QR-13/25 is intended to allow the Commission to direct one or more or all 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 scope 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 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 in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honing, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2026/R-91-26.docx

EXHIBIT 1

Work Authorization Order No. QR 13.25 011

John Neri Construction Co. Invoice No. 2511 dated November 3, 2026

JNC

JOHN NERI CONSTRUCTION CO., INC.
Sewer & Water Contractors
770 Factory Road *Addison, IL 60101
Tel: 630 629-8384* Fax: 630 629-7001
www.johnnericonstruction.com

November 03, 2026

Mr. Dariusz Panaszek
DuPage Water Commission
600 E. Butterfield
Elmhurst, IL 60126

Re: DuPage Water Commission
Quick Response Contract-13/25
Authorization QR-13/25 (WAO QR-13.25.011)

Dear Mr. Panaszek;

We, the JOHN NERI CONSTRUCTION CO., are requesting final payment at this time for work completed to date on the above-mentioned project for the total amount of **$37,042.93.**

Sincerely,



Nicholas Neri, President

JOHN NERI CONSTRUCTION CO., INC.

JNC
JOHN NERI CONSTRUCTION CO., INC.
Sewer & Water Contractors
770 Factory Road *Addison, IL 60101
Tel: 630 629-8384* Fax: 630 629-7001
www.johnnericonstruction.com

November 3, 2026

Mr. Dariusz Panaszek
DuPage Water Commission
600 E. Butterfield Rd.
Elmhurst, Illinois 60126

Route: 1714 N. President St. Wheaton, IL 60187-Sanitary Sewer Service Repair. **County:** DuPage **Authorization:** QR-13.25 011
Report #: **JNC JOB #** **2511**
Force account bill for: Contract QR-13/25

October 2026

Labor	10/21/26	10/22/26	10/23/26	ST RATE	O.T.	D.T.	ST Rate	OT Rate	DT Rate	Payroll Amount
Operator / Foreman	10	9	0	16	3	0	$ 151.17	$ 198.40	$ 245.63	$ 3,013.92
Operator	9	8.5	0	16	1.5	0	$ 140.90	$ 183.10	$ 225.29	$ 2,529.05
Laborer / Bottom Man	10	8	0	16	2	0	$ 112.70	$ 148.59	$ 184.49	$ 2,100.38
Laborer / Top Man	9	8	0	16	1	0	$ 112.70	$ 148.56	$ 184.49	$ 1,951.76
Laborer / Top Man	9.5	9.5	0	16	3	0	$ 108.96	$ 143.02	$ 177.09	$ 2,172.42
Laborer / Top Man	8	8	0	16	0	0	$ 108.96	$ 143.02	$ 177.09	$ 1,743.36
Teamster	10	0	0	8	2	0	$ 89.33	$ 118.97	$ 148.60	$ 952.58
Teamster	8.5	0	0	8	0.5	0	$ 89.33	$ 118.97	$ 148.60	$ 774.13
Subtotals, Labor										$ 15,237.60
plus 40% Markup										$ 6,095.04
Total Labor										**$ 21,332.63**

Equipment Expense	10/21/26	10/22/26	10/23/26	Total Hours	Rate	Amount
Ford F-350 Service Truck (GVW 16000)	10	9	0	19	$ 37.49	$ 712.31
Chevy G3 Express (Saw Truck)	10	0	0	10	$ 17.46	$ 174.60
Stone Walk Behind Saw (Daily Rate)	1	0	0	1	$ 396.40	$ 396.40
John Deere 85P Excavator (67.6 Hp.)	9	8.5	0	17.5	$ 90.25	$ 1,579.38
Mack 6-Wheeler (GVW 53000)W/20 Ton Tag	9.5	9.5	0	19	$ 86.92	$ 1,651.48
Peterbilt Tractor GVW 80000 W/20 Yd. Dump	10	0	0	10	$ 97.71	$ 977.10
Peterbilt Tractor GVW 80000 W/20 Yd. Dump	8.5	0	0	8.5	$ 97.71	$ 830.54
Case 430 Uniloader W/Breaker (74Hp)	9	8.5	0	17.5	$ 99.42	$ 1,739.85
Trench Box, 8'X6' (Daily Rate)	1	0	0	1	$ 150.00	$ 150.00
Wacker Plate Compactor (Daily Rate)	1	1	0	2	$ 68.85	$ 137.70
Wacker RD15 Roller (Daily Rate)	0	1	0	1	$ 171.97	$ 171.97
Sub-Total Equipment						$ 8,521.32
15% Markup						$ 1,278.20
Sub-Total Equipment						**$ 9,799.52**

Material Used	Source	Quantity	Unit	Price	Amount
City of Wheaton Permit	C.O.W.	1	Ea.	$ 1,150.00	$ 1,150.00
Armbrust Plumbing	ARMB	1	Ea.	$ 384.00	$ 384.00
Highway Safety Corporation	HSC	1	Ea.	$ 310.80	$ 310.80
Flood Brothers	FB	1	Ea.	$ 215.00	$ 215.00
Elmhurst Chicago Stone	ECS	1	Ea.	$ 390.00	$ 390.00
Vulcan Materials	VMC	1	Ea.	$ 1,240.19	$ 1,240.19
6", PVC, ASTM 2241, Sanitary Sewer Pipe	JNC	1	Ea.	$ 135.00	$ 135.00
6" Non-Shear Mission Coupling (Clay to PVC)	JNC	1	Ea.	$ 150.00	$ 150.00
Bump Signs	JNC	1	Ea.	$ 20.00	$ 20.00
Crush Crete	CC	1	Ea.	$ 130.00	$ 130.00
DuKane Asphalt	DUK AS	1	Ea.	$ 1,014.82	$ 1,014.82
Subtotal Material					$ 5,139.81
15% Markup					$ 770.97
Sub Total Material Used					**$ 5,910.78**

TOTAL LABOR:	$ 21,332.63
TOTAL EQUIPMENT EXPENSE:	$ 9,799.52
TOTAL MATERIALS	$ 5,910.78
TOTAL	**$ 37,042.93**

By: [redacted]

WORK AUTHORIZATION ORDER

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.011

LOCATION:

President Street in the City of Wheaton.

CONTRACTOR:

John Neri Construction Co.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls, televise collapsed private sewer service lateral to identify the location(s) of the sewer pipe failure, establish the limits of the required repairs, perform the necessary sewer pipe repairs with applicable IEPA requirements for separation between water mains and sewer lines, and restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To repair a collapsed sewer service lateral.

MINIMUM RESPONSE TIME:

N/A

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

TBD

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] **IS** [X] **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: 10/14/26

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE: October 14, 2026.

Resolution #: R-92-26

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co., Inc. for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-92-26 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 13.013 to Benchmark Construction Co., Inc.

The work authorization was issued, and work began, prior to Board approval and was necessary to repair a leaking 12-inch diameter Ductile Iron Pipe (DIP) water main located in the City of Darien caused by a utility contractor causing damage resulting in a leak on the South Feeder Main.

Since Benchmark Construction Co., Inc. was able to mobilize immediately upon request for repair work, Work Authorization Order No. 13.013 was issued to Benchmark Construction Co., Inc.

Resolution R-92-26 ratifies approval of Work Authorization Order No. 13.013 to Benchmark Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at the cost of $29,915.67. Work included traffic control, removal and replacement of concrete pavement, dewatering, removal, replacement, disinfection, and commissioning of sections of defective 12-inch DIP pipeline.

Recommended Motion:

To adopt Resolution No. R-92-26.

RESOLUTION NO. R-92-26

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-13/25

WHEREAS, the DuPage Water Commission (the" Commission") entered into certain agreements dated June 30, 2025, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said being hereinafter collectively referred to as "Contract QR-13/25");

WHEREAS, Contract QR-13/25 is intended to allow the Commission to direct one or more or all 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 scope 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 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 in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honing, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2026/R-92-26.docx

EXHIBIT 1

QR-13/25 Work Authorization Order No 13.013

Benchmark Construction Co., Inc. Invoice No. 2520-05 dated November 2, 2026

Benchmark Construction Co., Inc.

General Construction / Construction Management / Engineering Services

City Office:
3349 S. Kedzie Ave.
Chicago, IL 60623
(773) 247-0881

Suburban Office:
2260 Southwind Blvd.
Bartlett, IL 60103
(630) 497-1700 Office
(630) 497-1737 Fax

To: DuPage Water Commission
600 E. Butterfield Rd.
Elmhurst, IL 60126

Location: Bailey Rd
Date of Work: 10/26 thru 10/30, 2026

Invoice #: **2520-05**
Date: 11/2/2026

Description of Work: Priority mobilization to investigate and repair leak. Pavement restoration.

LABOR	ST Hours	1-1/2 T Hours	2 T Hours	Rate	Insurance Amount	Payroll Amount
Operator, Class I Jonathon Siegel		16.00		67.00	1,072.00	1,608.00
Foreman, Felix Delamora		1.50	10.50	53.50	642.00	1,243.88
Laborer, Juan Amezcua			12.00	53.00	636.00	1,272.00
Laborer, Eddie Guijarro		2.50	13.50	53.00	848.00	1,629.75
Laborer, Silvestre Roman		1.50	14.50	53.00	848.00	1,656.25
Driver, Matt Reed		11.00		49.70	546.70	820.05
					0.00	0.00
Subtotal, Labor	0.00	32.50	50.50		4,592.70	8,229.93
Operators Union Benefits		16.00	hrs @	52.93		846.88
Drivers Union Benefits		11.00	hrs @	30.77		338.47
Laborers Union Benefits		56.00	hrs @	39.45		2,209.20
						0.00
Subtotal, Benefits		83.00				3,394.55
Subtotal, Labor						11,624.48
Plus 30% Markup						3,487.34
Subtotal, Labor						15,111.82

TOTAL LABOR **$15,111.82**

I hereby certify that the above statement is a copy of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs

[redacted]

Benchmark Construction Co., Inc.

(continued)

Location: Bailey Rd
Date of Work: 10/26 thru 10/30, 2026

Invoice #: **2520-05**
Date: 11/2/2026

EQUIPMENT	Hours	Rate	Amount	
Ram 4500 Pickup Truck	12.00	61.30	735.60	
Bobcat S740 Skid Loader	8.00	102.59	820.72	
Bobcat 88 Mini Excavator	8.00	81.08	648.64	
Ford 750 Truck	16.00	66.18	1,058.88	
Gooseneck Trailer	16.00	25.85	413.60	
Lowboy Tractor	11.00	90.23	992.53	
Lowboy Trailer	11.00	31.03	341.33	
8x8 Trench Box	12.00	12.76	153.12	
3" Gas Pump	8.00	4.86	38.88	
2" Gas Pump	8.00	4.86	38.88	
			0.00	
Subtotal Equipment			5,242.18	
10% Mark up on equipment			$524.22	
TOTAL EQUIPMENT				5,766.40

MATERIAL	Qty.	U of M	Price	Amount	
CA-6 (Imported from Book Rd Site)	10	TON	8.75	87.50	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
Subtotal Material				87.50	
10% Mark up on material purchased				8.75	
TOTAL MATERIAL					96.25

SUBCONTRACTORS	Qty.	U of M	Price	Amount	
Tully Bros Paving	1	INV	5,656.00	5,656.00	
				0.00	
				0.00	
				0.00	
Subtotal Subs.				5,656.00	
10% Mark up on Subs.				565.60	
TOTAL SUBCONTRACTOR					6,221.60

Priority Work- 10% Markup 2,719.61

TOTAL AMOUNT DUE **$29,915.67**

Please remit to: 2260 Southwind Blvd., Bartlett, IL 60103

WORK AUTHORIZATION ORDER

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.013

LOCATION:

Bailey Road in the City of Darien.

CONTRACTOR:

Benchmark Construction Co. Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate, and repair the source of a leak on a Commission 12" diameter ductile iron pipe water main; backfill the excavation with suitable materials; disinfect the isolated section of water main, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To repair a leak in a 12" diameter DIP water main.

MINIMUM RESPONSE TIME:

N/A

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

TBD

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[X] **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 Representative — Name and 24-Hr Phone No.

DATE: 10/27/24

Resolution #: R-93-26

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **A Resolution to Approve & Ratify Certain Work Authorization Orders Under Quick Response Contract QR-13/25.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co., Inc. for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-93-26 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 13.012 to Rossi Contractors, Inc.

The work authorization was issued, and work began, prior to Board approval and was necessary to repair a leaking 24-inch diameter Ductile Iron Pipe (DIP) North Feeder Main located in the Village of Addison. The pipe discovered during excavation exhibited potential manufacturing irregularities.

Since Rossi Contractors Inc. was able to mobilize immediately upon request for repair work, Work Authorization Order No. 13.012 was issued to Rossi Contractors Inc.

Resolution R-93-26 ratifies approval of Work Authorization Order No. 13.012 to Rossi Contractors Inc. for the work as described in Exhibit 1 to this resolution, at the estimated cost of $195,049.49. Work included traffic control, removal and replacement of concrete pavement, dewatering, removal, replacement, disinfection, and commissioning of sections of 24-inch DIP pipeline.

Recommended Motion:

To adopt Resolution No. R-93-26.

RESOLUTION NO. R-93-26

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-13/25

WHEREAS, the DuPage Water Commission (the" Commission") entered into certain agreements dated June 30, 2025, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said being hereinafter collectively referred to as "Contract QR-13/25");

WHEREAS, Contract QR-13/25 is intended to allow the Commission to direct one or more or all 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 scope 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 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 in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honing, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2026/R-93-26.docx

EXHIBIT 1

QR-13/25 Work Authorization Order No 13.012

Rossi Contractors Inc. Invoice No. 554

WORK AUTHORIZATION ORDER

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.012

LOCATION:

Lake Street in the Village of Addison.

CONTRACTOR:

Rossi Contractors Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate, and repair the source of a leak on a Commission 24" diameter ductile iron pipe water main; backfill the excavation with suitable materials; disinfect the isolated section of water main, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To repair a leak in a 24" diameter DIP water main.

MINIMUM RESPONSE TIME:

N/A

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

TBD

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[X] **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: Tony Landondo 312 4[redacted]-[redacted]8
Signature of Authorized Representative — Name and 24-Hr Phone No.

DATE: 10/26/26

Rossi Contractors

Project Title : DWC QR 13-25
Job Number : 554
Contract Number : QR-13/25

Rossi Work Description : 24" ductile iron watermian repair at 645 W Lake Street in Addison.

LABOR Cost

TITLE	TRADE	Week day			Total	Normal	Premium	Double	Labor
		ST	OT	DT	Hours	Rate	Rate	Rate	Amount
LABOR									
Labor Foreman	Labor. Fm	52	31	0	83	$107.02	$136.16	~~$173.42~~	$9,786.00
Labor #1	Labor	56	33	0	89	$106.02	$134.73	~~$170.08~~	$10,383.21
Labor #2	Labor	56	25	0	81	$106.02	$134.73	~~$170.08~~	$9,305.37
Labor #3	Labor	44	20.5	0	64.5	$106.02	$134.73	~~$170.08~~	$7,426.85
Labor #4	Labor	24	15	0	39	$106.02	$134.73	~~$170.08~~	$4,565.43
Teamster #1	Teamster	32	12.5	0	44.5	$90.64	$116.47	~~$135.17~~	$4,356.36
Teamster #2	Teamster	32	6.5	0	38.5	$90.64	$116.47	~~$135.17~~	$3,657.54
Teamster #3	Teamster	16	6	0	22	$90.64	$116.47	~~$135.17~~	$2,149.06
Operator #1	Operator	32	16	0	48	$140.23	$176.83	~~$207.08~~	$7,316.64
Cement Mason #1	Mason	8	0	0	8	$115.43	$146.17	~~$183.56~~	$923.44
Cement Mason #2	Mason	8	0	0	8	$115.43	$146.17	~~$183.56~~	$923.44

SUBTOTAL LABOR EXPENSES =	$60,793.33
PLUS 30% MARKUP =	$18,238.00
TOTAL LABOR COST= **LABOR COSTS**	**$79,031.32**

Equipment Costs

Equipment	QTY.	UNIT	UNIT COST	TOTAL
Excavator 328	61	HR	$161.98	$9,880.78
F-450 3 Ton Dump	118	HR	$58.49	$6,901.82
F-250	128	HR	$41.49	$5,310.72
Pickup/Srvc. Truck	88	HR	$65.82	$5,792.16
5-Ton F-650	10	HR	$49.48	$494.80
Semi Dump	52	HR	$80.76	$4,199.52
Skid Steer	10	HR	$51.73	$517.30
Semi Dump and Lowboy	36	HR	$81.60	$2,937.60
Generator	81	HR	$11.78	$954.18
Arrow Board	8	DAYS	$55.00	$440.00
Trench Box	2	WEEKS	$1,180.00	$2,360.00
			SUBTOTAL EQUIPMENT EXPENSES	$40,276.44
			PLUS 8% MARKUP	$3,222.12
TOTAL EQUIPMENT =				**$43,498.56**

Subcontractor Costs

SUBCONTRACTORS	QTY.	UNIT	PRICE	TOTAL
Sanchez - 10.22.26	2	LS	$750.00	$1,500.00
Sanchez - Inv 216660	1	LS	$750.00	$750.00
Fox Valley Chlorinating Inv 28646	1	LS	$10,450.00	$10,450.00
SUBTOTAL SUBCONTRACTED EXPENSES =				$12,700.00
PLUS 8% MARKUP =				$1,016.00
TOTAL SUBCONTRACTOR =				**$13,716.00**

Material Costs

Material	QTY.	UNIT	PRICE	TOTAL
Core & Main Inv Z966075	1	LS	$11,927.80	$11,927.80
McMaster-Carr Inv 74442549	1	LS	$541.97	$541.97
McMaster-Carr Inv 74433444	1	LS	$87.25	$87.25
Core & Main Inv Z983274	1	LS	$2,786.00	$2,786.00
Core & Main Inv Z955955	1	LS	$2,619.94	$2,619.94
VCNA Prairie LLC	1	LS	$8,096.25	$8,096.25
Sandbags	50	EA	$3.00	$150.00
Jersey Walls	30	EA	$25.00	$750.00
CA-7	111.25	TONS	$40.00	$4,450.00
Clean Dirt Dump	10	EA	$275.00	$2,750.00
Trench Plates (4 per day)	4	EA	$100.00	$400.00
CA-6	76.59	TONS	$13.00	$995.67

Rossi Contractors

Project Title : **DWC QR 13-25**
Job Number : **554**
Contract Number : **QR-13/25**

Rossi Work Description : 24" ductile iron watermian repair at 645 W Lake Street in Addison.

Dowel Baskets (Rossi Stock)		5	EA	$75.00	$375.00
Dowel Bars 1" (Rossi Stock)		75	EA	$14.00	$1,050.00
A Frame Barricades (40 each)		280	DAY	$0.32	$89.60
Paint		16	CANS	$60.00	$960.00
				SUBTOTAL MATERIAL EXPENSES =	$38,029.48
				PLUS 8% MARKUP =	$3,042.36
TOTAL MATERIAL =					**$41,071.84**

SUMMARY

LABOR EXPENSES	$79,031.32
EQUIPMENT EXPENSES	$43,498.56
SUBCONTRACTOR EXPENSES	$13,716.00
MATERIAL EXPENSES	$41,071.84
PRIORITY MARKUP 10%	$17,731.77
TOTAL =	**$195,049.49**

	Project Manager, Rossi Contractors Inc.	11/6/2026
SIGNATURE	**TITLE**	**DATE**

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.012

LOCATION:

Lake Street in the Village of Addison.

CONTRACTOR:

Rossi Contractors Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate, and repair the source of a leak on a Commission 24" diameter ductile iron pipe water main; backfill the excavation with suitable materials; disinfect the isolated section of water main, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To repair a leak in a 24" diameter DIP water main.

MINIMUM RESPONSE TIME:

N/A

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

TBD

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[X] **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 Representative
Name and 24-Hr Phone No.

DATE: 10/26/26

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: DWC (Lake Street) DATE: 10-20-2026

JOB # / DESCRIPTION: ~~554~~ JOB PHASE:

FOREMAN: WORK HOURS: 14

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END	
				AM/PM		AM/PM
Michael Lombardo	292	Foreman	7	~~AM~~/PM	9	AM/~~PM~~
Loy Borcia	253	Laborer	7	~~AM~~/PM	9	AM/PM
Zack Borcia		↓	7	~~AM~~/PM	9	AM/PM
Dave Simpsons	276		7	~~AM~~/PM	9	AM/PM
Mike Kos	245		7	~~AM~~/PM	9	AM/PM
Ben Molar	260	Lowboy/Flatbed	7	~~AM~~/PM	7	AM/PM
Joe Schultz		Driver Dump	7	~~AM~~/PM	6	AM/PM
Leesar Carillo		Driver Dump	7	~~AM~~/PM	6	AM/PM
Donny McCormack	328	operator	630	~~AM~~/PM	9	AM/PM
Mike Lillie	322	operator	630	(AM)/PM	6	AM/(PM)
				AM/PM		AM/PM
Sanchez Saw				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM

MATERIALS: Backhoe #328, loader #322, 30 barricades, 50 Sand bags, 8 Jersey walls, Arrow board, 8x8 MH box, 8x8' Aluminum box, 3" gas pump, 4" gas pump, 3" hydro pump, 2-2" pumps, Generator

DESCRIPTION: Saw cut 2 panels. Remove & begin exposing known utilities. Locate leak on 24" WM, prep to fix tomorrow 10/21. Clean up. Sanchez to cut 1 more panel for safety Undermining

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

10-21-2026

JOB LOCATION: DWC (Lake Street) DATE: October

JOB # / DESCRIPTION: ~~245~~ 554 JOB PHASE:

FOREMAN: WORK HOURS: 14

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END		
				AM/PM		AM/PM	
Ray Garcia	253	Laborer	6	AM/PM	8	AM/PM	14
Zack Garcia		↓	6	AM/PM	8	AM/PM	14
Dave Simpsons	276		6	AM/PM	8	AM/PM	14
Mike Kos	245		6	AM/PM	8	AM/PM	14
Danny McCormack		operator	530	AM/PM	8	AM/PM	14.5
Ben Molar		Low boy	6	AM/PM	8	AM/PM	14
Cesar Carillo		Driver Dump	6	AM/PM	2	AM/PM	8
Joe Schultz		Driver Dump	6	AM/PM	2	AM/PM	8
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	

MATERIALS:

DESCRIPTION: excavate for 24" wm. Set Box & plates. Install 24" Stainless steel band. No success. Shut wm Completely down. Cut holes to drain over night

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: Dupage (lake street) DATE: 10-22-2021

JOB # / DESCRIPTION: 554 JOB PHASE:

FOREMAN: WORK HOURS:

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END		
				AM/PM		AM/PM	
Ray Hercik	253	Laborer	7	AM/PM	5	AM/PM	10
Zack Hercik		↓	7	AM/PM	5	AM/PM	10
Dave Simpsons	226		7	AM/PM	5	AM/PM	10
Mike Kos	245		7	AM/PM	5	AM/PM	10
Donny McCormack	328	Operator	630	AM/PM	5	AM/PM	10.5
				AM/PM		AM/PM	
Joe Folbo		Dump	7	AM/PM	3	AM/PM	8
Joe (Hawley)		Dump	7	AM/PM	3	AM/PM	8
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	

MATERIALS: 30 barricades, 50 sand bags, 8 Jersey walls, Arrow board, 8'x8' MH Box, 8'x8' Aluminum Box, 3" gas pump, 4" gas pump, 3" hydro pump, 2-2" pumps, Generator.
Backhoe #328, tri/ trucks #253/276

DESCRIPTION: Cut out 80" of 24" wm. & pipe is oval, not round. Re-group w/ PWC & come up with plan of action. Clean & Site Maintenance for the weekend

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: DWC (Lake Street) DATE: 10-21-2024

JOB # / DESCRIPTION: 554 JOB PHASE:

FOREMAN: Tony Lavdondo WORK HOURS:

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START	AM/PM	END	AM/PM
Ray Garcia	253	Laborer	6	AM/PM	8	AM/PM
Zack Garcia		↓	6	AM/PM	6	AM/PM
Dave Simpsons	276		6	AM/PM	8	AM/PM
Mike Kos	245	↓	6	AM/PM	8	AM/PM
Danny McCormack		operator	530	AM/PM	6	AM/PM
Ben Molar	0	Low boy	6	AM/PM	8	AM/PM
Cesar Carillo		Driver Dump	6	AM/PM	2	AM/PM
Joe Schultz		Driver Dump	6	AM/PM	2	AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM

MATERIALS:

DESCRIPTION: excavate for 24" wm. Set Box & plates. Install 24" Stainless steel band. No success. Shut wm Completely down. Cut holes to drain over night

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: Dupage (lake street) DATE: 10-22-2026

JOB # / DESCRIPTION: 554 JOB PHASE:

FOREMAN: WORK HOURS:

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END	
				AM/PM		AM/PM
Ray Garcia	253	Laborer	7	AM/PM	5	AM/PM
Zack Garcia			7	AM/PM	5	AM/PM
Dave Simpsons	226		7	AM/PM	5	AM/PM
Mike Kos	245		7	AM/PM	5	AM/PM
Danny McCormack	320	operator	630	AM/PM	5	AM/PM
				AM/PM		AM/PM
Joe Folbo		Dump	7	AM/PM	3	AM/PM
Joe (Hawkey)		Dump	7	AM/PM	3	AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM

MATERIALS: 30 barricades, 50 sandbags, 8 Jersey walls, Arrow board, 6'x8' MH Box, 8'x8' Aluminum Box, 3" gas pump, 4" gas pump, 3" hydro pump, 2-2" pumps, generator.
Backhoe #320, tool trucks #253/226

DESCRIPTION: Cut out 80" of 24" wm. & pipe is oval, not round. Re-group w/ PWC & come up with plan of action. Clean & Silt Maintenance for the weekend

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION Lake St

DATE 10-23

JOB NO. DPWC

CONTRACT NO.

RE:

SUB ORDER NO.

DATE	LINE #	ITEM/EQUIPMENT	LOCATION	UNIT	QUANTITY
		3 Laborer.		HR	4
		3 Ton Dump			1
		Utility Truck			
		Materials			
		cat 320 (Machine only)	on site	10-22/23/24/25/26	
		Lane closure/Arrow Board - on site.		4 " "	

NOTES:

Asked to cap 2 ends of 24" watermain.

CUSTOMER DATE

ROSSI CONTRACTORS DATE

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: Lake street DWC

DATE: 10-27-2026

JOB # / DESCRIPTION:

JOB PHASE:

FOREMAN:

WORK HOURS:

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END		
				AM/PM		AM/PM	
Ray Borcia	253	Laborer	6	AM/PM	6	AM/PM	12
Zack Borcia			6	AM/PM	7	AM/PM	13
Mike Kos	245		6	AM/PM	6	AM/PM	12
Dave Simpsons	276	↓	6	AM/PM	7	AM/PM	13
Danny McCormack	328	operator	6	AM/PM	6	AM/PM	12
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	

MATERIALS: Backhoe #328, tool truck #276/253,
1-3" pump, 1 4" hos pump, 2-2" electric pump, 3" hydro pump
6 Jersey walls, 1 arrow board
4-8x12 plates 2-8'x8' trench box
1-4x12 plate 30 barricades

DESCRIPTION: Install 24"x1' Solid sleeve
" 24" x11" hymax sleeve
install 6 1/2 ft 24" pipe - steams chief not work
Continue pumping

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

DRIVER'S STATUS WORKSHEET CARD

IMPORTANT – Fill in ALL information

ROSSI CONTRACTORS, INC.
201 W. Lake St.
Northlake, IL 60164
Phone (773) 287-7545
http://rossicontractors.com

OFFICE USE ONLY		
JOB#		
HR	R.	O.T.
EQUIP. #		COMP. #
PHASE #		LOAD COUNT

TRUCK# 150 TRAILER# _____ DATE 10-27-26

CHAUFFEUR'S NAME Cesar Carrillo (Signature)

HAULING FOR (Specify if more than one) Rossi

GALS. DIESEL USED _____ HOUR METER READING _____

SPEEDOMETER READING START OF DAY _____ SPEEDOMETER READING FINISH OF DAY _____

TIME ON JOB START 700 TIME ON JOB FINISH 330

LOAD NO.	TIME IN	TIME OUT	DUMPED	HAULED FROM	DUMPED AT	KIND OF MATERIAL
1				Northlake	Paul's Rd	Dirt
2						
3						
4				# Northlake	Addison	CA7
5						
6				Duppes		
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						

DRIVER'S STATUS WORKSHEET CARD

IMPORTANT – Fill in ALL information

ROSSI CONTRACTORS, INC.
201 W. Lake St.
Northlake, IL 60164
Phone (773) 287-7545
http://rossicontractors.com

OFFICE USE ONLY		
JOB#		
HR	R.	O.T.
EQUIP. #		COMP. #
PHASE #		LOAD COUNT

TRUCK# 152 TRAILER# T-152 DATE 10-27-26

CHAUFFEUR'S NAME Eddie Torres (Signature)

HAULING FOR (Specify if more than one) Rossi

GALS. DIESEL USED _____ HOUR METER READING _____

SPEEDOMETER READING START OF DAY 053574

SPEEDOMETER READING FINISH OF DAY 053696

TIME ON JOB START 7:00 am

TIME ON JOB FINISH 3:30 pm

LOAD NO.	TIME IN	TIME OUT	DUMPED	HAULED FROM	DUMPED AT	KIND OF MATERIAL
1			71,140	Northlake	Rowis Rd.	Dirt
2			67,280			Dirt
3			68.000			Dirt
4						
5						
6						
7			✓	Northlake	Addison Job	CA-7
8						
9				Depave		
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: Lake Street DWC DATE: 10-28-2026

JOB # / DESCRIPTION: JOB PHASE:

FOREMAN: WORK HOURS:

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END		
				AM/PM		AM/PM	
Ray Bercic	273	Laborer	7	AM/PM	530	AM/PM	10
Zack Bercic	295	↓	7	AM/PM	630	AM/PM	11.5
Mike Kos	276	↓	7	AM/PM	630	AM/PM	11.5
Danny McCormack	328	Operator	630	AM/PM	530	AM/PM	11
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	

MATERIALS: 4-8'x12' plates, 1 4'x12' plate, 2-8'x8' trench box
30 barricades, 50 sand bags, 3" Gas pump, 4" gas pump,
2-2" electric pumps, hydro pump, 6 Jersey walls,
1 arrow board, 328 backhoe

DESCRIPTION: Reset hymax sleeve, holds & passes
Backfill w/ 1 load sand, 5 loads CA-7, 1 loads CA-6
de-mobe all equipment

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: ADDISON Lake St DATE: 10/29/26

JOB # / DESCRIPTION: 546 JOB PHASE:

FOREMAN: WORK HOURS:

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END		
Joe Lavsando	291	Pickup	600	AM/PM	430	AM/PM	10
Juan Mendez	OCC	Service Truck	600	AM/PM	430	AM/PM	
Jaime Ayala	275	Service Truck	600	AM/PM	430	AM/PM	
Fernando Martinez	217	5 ton - w/ Trailer	600	AM/PM	430	AM/PM	
Mario Rodriguez		Bobcat	600	AM/PM	430	AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
Mike Pack	OCC	Cement Mason	800	AM/PM	400	AM/PM	
Devin Sassano	OCC	Cement Mason	800	AM/PM	400	AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	
				AM/PM		AM/PM	

MATERIALS:

DESCRIPTION: Prep and pour 1 section of Road Paving on Lake St over watermain Repair 65' x 18' x 10" 45 yds

CUSTOMER DATE

ROSSI CONTRACTORS DATE

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: Addison Lake St

DATE: 11/2/26

JOB # / DESCRIPTION: 546 DWC

JOB PHASE:

FOREMAN:

WORK HOURS: 4

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END	
Fernando Martinez	265	Sweeper Truck	700	AM/PM	1100	AM/PM
Omar Reyes	269	Dump	700	AM/PM	1100	AM/PM
Jaime Ayala			700	AM/PM	1100	AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM

MATERIALS:

DESCRIPTION: Pick up Barricades and Road Signs open up Lake St

CUSTOMER _____ DATE _____

ROSSI CONTRACTORS _____ DATE _____

White - Office Yellow - Foreman

ROSSI CONTRACTORS, INC.

201 W. LAKE ST. • NORTHLAKE, IL 60164
773-287-7545 • FAX 708-562-1965

DAILY EQUIPMENT RECORD

JOB LOCATION: Addison Lake St. DATE: 11/07/26

JOB # / DESCRIPTION: 546 JOB PHASE:

FOREMAN: WORK HOURS:

EMPLOYEE NAME	EQUIP #.	EQUIP. DESCRIPTION	START		END	
Joe Lovsanoo	291	Pickup	600	AM/PM	200	AM/PM
Fernando Martinez	295	Dump w/ Arrow Board	600	AM/PM	200	AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM
				AM/PM		AM/PM

MATERIALS:

DESCRIPTION: Stripe Roadway on New Pavement in Addisson watermain Repair valves Trucks in yard

CUSTOMER _____ DATE _____

ROSSI CONTRACTORS _____ DATE _____

White - Office Yellow - Foreman

SANCHEZ PAVING

SANCHEZ PAVING COMPANY
MARKHAM, IL 60428-5308

Invoice

Date	Invoice #
10/20/2026	216634

Bill To	Notes
Rossi Contractors Inc 201 W Lake St Northlake, IL 60164	645 W Lake Addison Ticket 18030

P.O. Number	Project
554	554

Description	Quantity	Price Each	Amount
645 W Lake Addison Ticket 18030 Job 554 Concrete Cutting 550 x 12	1	750.00	750.00
Saw Cutting Minimum for the first three hours Extra Man Hours	4	187.50	750.00
		Total	$1,500.00

Please be advised that we are now accepting ACH payments. Please contact our office at (708) 333-1300 to discuss the details.

PRODUCT 211

JOB INVOICE

18031

Sanchez Paving Company, Inc.
16309 S. Crawford
Markham, IL 60428
708-333-1300

CUSTOMERS ORDER NO	DATE ORDERED 10-20-26
ORDER TAKEN BY	DATE PROMISED ☐ A.M. ☐ P.M
BILL TO Rossi	PHONE
ADDRESS	MECHANIC Andy F
CITY	HELPER
JOB NAME AND LOCATION 645 W. Lake	☐ DAY WORK ☐ CONTRACT ☐ EXTRA
DESCRIPTION OF WORK Addison	

Job ~~561~~ 554

QUANT	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	110 x 12" concrete		
	7pm 9pm		
	216635		

HOURS	LABOR	AMOUNT	
	MECHANICS @		TOTAL MATERIALS
	HELPERS @		TOTAL LABOR
			TAX

SANCHEZ PAVING COMPANY
MARKHAM, IL 60428-5308

Invoice

Date	Invoice #
10/20/2026	216635

Bill To	Notes
Rossi Contractors Inc 201 W Lake St Northlake, IL 60164	645 Lake Addison Ticket 18031

P.O. Number	Project
554	554

Description	Quantity	Price Each	Amount
645 W Lake Addison Ticket 18031 Job 554 Concrete Cutting 110 x 12 Saw Cutting Minimum	1	750.00	750.00
		Total	$750.00

Please be advised that we are now accepting ACH payments. Please contact our office at (708) 333-1300 to discuss the details.

PRODUCT 211

Sanchez Paving Company, Inc.
16309 S. Crawford
Markham, IL 60428
708-333-1300

JOB INVOICE
18030

CUSTOMERS ORDER NO	DATE ORDERED 10-20-26
ORDER TAKEN BY	DATE PROMISED ☐ A.M. ☐ P.M.
BILL TO Rossi	PHONE
ADDRESS	MECHANIC Andy F
CITY	HELPER
JOB NAME AND LOCATION 645 W. Lake Addison	☐ DAY WORK ☐ CONTRACT ☐ EXTRA
DESCRIPTION OF WORK 2 h waiting time	

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	DOD 554		
550×12"	concrete		
	9am 4pm		
	216634		

HOURS	LABOR	AMOUNT	
	MECHANICS @		TOTAL MATERIALS
	HELPERS @		TOTAL LABOR
	TOTAL LABOR		TAX
	DATE COMPLETED		TOTAL

I hereby acknowledge the satisfactory completion of the above described work

SIGNATURE

CORE & MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	Z983274
Invoice Date	10/27/26
Account #	219577
Sales Rep	MARK BARAN
Phone #	630-665-1800
Branch #229	St. Charles, IL
Total Amount Due	$3,029.78

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

ROSSI CONTRACTORS INC
201 W LAKE ST
NORTHLAKE IL 60164 2459

000/0000
00000

Shipped To:
CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/23/26	10/26/26	DUPAGE WATER				WILL CALL	Z983274

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
7486056062416P	860-56-0624-16P 24 HYMAX CPLG 24.60-25.67 LR 25.59-26.70 HR OD	1	1		2786.00000	EA	2,786.00

Freight	Delivery	Handling	Restock	Misc

Subtotal:	2,786.00
Other:	.00
Tax:	243.78
Invoice Total:	$3,029.78

Terms: NET 30
Ordered By: DAN

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: https://coreandmain.com/terms-of-sale/

Invoice | VCNA Prairie LLC
Ready Mix Division

VOTORANTIM cimentos prairie materials

SHIP TO:
645 W LAKE STREET #5331764
645 W LAKE ST, ADDISON
ADDISON IL 60101
US

BILL TO:
ROSSI CONTRACTORS, INC. #5916303
201 WEST LAKE STREET
NORTHLAKE IL 60164
US

INVOICE NUMBER	INVOICE DATE	PAGE
892769086	10/31/26	1 of 1

JOB#	CUSTOMER JOB#
5000184783	561

DELIVERY METHOD	CUSTOMER PO#
CIF	

SALES REPRESENTATIVE
Daniel Shea

**** TO RECEIVE EMAILED INVOICES, PLEASE CONTACT THE CREDIT DEPT. AT 1-708-458-0400***

SHIPPING DATE	PLANT	TICKET NUMBER	PRODUCT DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT
0/29/26	4R14	14744569	6177154 71PCC855P PV SI 4.6 SLAG	9.000	YD3	173.00	1557.00
			8422 ENVIRONMENTAL CH	9.000	YD3	3.25	29.25
			2870 FUEL SURCHARGE/L	1.000	LD	33.00	33.00
0/29/26	4R14	14744587	6177154 71PCC855P PV SI 4.6 SLAG	9.000	YD3	173.00	1557.00
			8422 ENVIRONMENTAL CH	9.000	YD3	3.25	29.25
			2870 FUEL SURCHARGE/L	1.000	LD	33.00	33.00
0/29/26	4R14	14744675	6177154 71PCC855P PV SI 4.6 SLAG	9.000	YD3	173.00	1557.00
			8422 ENVIRONMENTAL CH	9.000	YD3	3.25	29.25
			2870 FUEL SURCHARGE/L	1.000	LD	33.00	33.00
0/29/26	4R14	14744760	6177154 71PCC855P PV SI 4.6 SLAG	9.000	YD3	173.00	1557.00
			8422 ENVIRONMENTAL CH	9.000	YD3	3.25	29.25
			2870 FUEL SURCHARGE/L	1.000	LD	33.00	33.00
0/29/26	4R14	14744806	6177154 71PCC855P PV SI 4.6 SLAG	9.000	YD3	173.00	1557.00
			8422 ENVIRONMENTAL CH	9.000	YD3	3.25	29.25
			2870 FUEL SURCHARGE/L	1.000	LD	33.00	33.00
			Amount Before Tax:				8096.25
			Sales Tax:				809.60

prairie materials 75th Anniversary 1948 2023

otal YDS 45.00 Total Amount USD 8905.85

Payment due end of 2nd month following shipment

Thank you for your Business

EMIT TO: VCNA Prairie LLC
P.O. Box 736961 Chicago IL 60673-6961
voice Inquiries: Please call
55-992-2929

FOR COMPLETE TERMS AND CONDITIONS, PLEASE CHECK OUR WEBSITE
http://salestermsandconditions.vcnainc.com/

McMASTER-CARR

Credit

630-600-3600
630-834-9427 (fax)
chi.sales@mcmaster.com

Purchase Order	**DUPAGE WATER**
Available Credit	**$(230.44)**
Credit	**74622891**
Credit Date	**11/2/26**

Billed to

ROSSI CONTRACTORS
201 W LAKE ST
NORTHLAKE IL 60164-2459

Shipped to

McMaster Carr
600 N County Line Rd
Elmhurst IL 60126-2081

Mailing Address: McMaster-Carr
PO Box 7690
Chicago IL 60680-7690

Your Account: 25132600

David Notardonato placed this order.

Line		Product	Ordered	Shipped	Credited	Price	Total
2	5549A144	6-Point Impact Socket, Deep, 1/2" Square Drive, 1" Size, 3-1/2" Long	7 Each	7	(5)	22.26 Each	(111.30)
4	5549A151	6-Point Impact Socket, Deep, 1/2" Square Drive, 1-1/16" Size, 3-1/2" Long	6 Each	6	(4)	25.15 Each	(100.60)

Notes

David Notardonato changed the purchase order number from 1027DNOTARDONATO to DUPAGE WATER on October 27th.

This is a credit for purchase order DUPAGE WATER, invoice 74442549, packing list number 7854348-00.

Merchandise	(211.90)
Sales Tax	(18.54)
Credit Total	$(230.44)

CORE & MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	Z966075
Invoice Date	11/03/26
Account #	219577
Sales Rep	MARK BARAN
Phone #	630-665-1800
Branch #229	St. Charles, IL
Total Amount Due	$12,971.49

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

ROSSI CONTRACTORS INC
201 W LAKE ST
NORTHLAKE IL 60164 2459

000/0000
00000

Shipped To:
CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/21/26	10/30/26	554				WILL CALL	Z966075

Product Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
012452T	24 TJ CL52 DI PIPE	20	20		194.19000	FT	3,883.80
19ATGR24	24 TYTON JT RUBBER GASKET	1	1		N/C	EA	
21T24S115T	24 MJ L/P SLV C153 USA	2	2		2602.00000	EA	5,204.00
21AMF8241124	24 EBAA MEGALUG MJ DI 1124 RST F/DI PIPE, BLACK	4	4		617.00000	EA	2,468.00
21TAMG124DOM	24 MJ REGULAR GASKET DOMESTIC	4	4		37.00000	EA	148.00
21AMB10750C111	3/4X5 T-HEAD B&N C111	64	64		3.50000	EA	224.00

Freight	Delivery	Handling	Restock	Misc

Subtotal:	11,927.80
Other:	.00
Tax:	1,043.69
Invoice Total:	$12,971.49

Terms: NET 30
Ordered By: DAN

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: https://coreandmain.com/terms-of-sale/

Fox Valley Chlorinating Specialists, Inc.
24W134 Saint Charles Rd
Carol Stream, IL 60188

INVOICE

BILL TO
Rossi Contractors, Inc.
201 W. Lake St.
Illinois
Northlake, IL 60164

INVOICE # 28646
DATE 10/30/2026
DUE DATE 11/29/2026
TERMS Net 30

JOB SITE
Lake St Addison PO #554

DATE	DESCRIPTION	QTY	RATE	AMOUNT
10/29/2026	Chlorination of 24" water main	10,450	1.00	10,450.00

Thank you for your business.

Have A Great Day

BALANCE DUE **$10,450.00**

SANCHEZ PAVING COMPANY
MARKHAM, IL 60428-5308

Invoice

Date	Invoice #
10/30/2026	216660

Bill To	Notes
Rossi Contractors Inc 201 W Lake St Northlake, IL 60164	645 W Lake St Ticket 18032

P.O. Number	Project
561	561

Description	Quantity	Price Each	Amount
645 W Lake St Addison IL Ticket 18032 Job 561 Green Cutting 115 x 4 Saw Cutting Minimum	1	750.00	750.00
		Total	$750.00

Please be advised that we are now accepting ACH payments. Please contact our office at (708) 333-1300 to discuss the details.

PRODUCT 211

Sanchez Paving Company, Inc.
16309 S. Crawford
Markham, IL 60428
708-333-1300

JOB INVOICE
18032

CUSTOMERS ORDER NO.	DATE ORDERED 10-30-26
ORDER TAKEN BY	DATE PROMISED ☐ A.M. ☐ P.M.

BILL TO: Rossi
PHONE:
ADDRESS:
MECHANIC: Andy F
CITY:
HELPER:
JOB NAME AND LOCATION: 645 W. Lake Addison
DESCRIPTION OF WORK: Job 561

☐ DAY WORK ☐ CONTRACT ☐ EXTRA

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	115 x 4" deep green		
	5° am 8° am		
	21625		

HOURS	LABOR	AMOUNT	
	MECHANICS @		TOTAL MATERIALS
			TOTAL LABOR

McMASTER-CARR

Invoice

630-600-3600
630-834-9427 (fax)
chi.sales@mcmaster.com

Purchase Order	**DUPAGE WATER**
Total	**$589.39**
Invoice	**74442549**
Invoice Date	**10/28/26**
Payment Terms	**2% 10, Net 30**

Deduct $11.79 on merchandise and tax if paid by 11/7/26.

Billed to

ROSSI CONTRACTORS
201 W LAKE ST
NORTHLAKE IL 60164-2459

Picked up at

McMaster Carr
600 N County Line Rd
Elmhurst IL 60126-2081

Mail Payment to McMaster-Carr
PO Box 7690
Chicago IL 60680-7690

Your Account 25132600

David Notardonato placed this order.

Line		Product	Ordered	Shipped	Balance	Price	Total
1	55375A42	Extra-Deep 6-Point Socket, 1/2" Square Drive, 1-1/16" Drive Size	1 Each	1	0	58.38 Each	58.38
2	5549A144	6-Point Impact Socket, Deep, 1/2" Square Drive, 1" Size, 3-1/2" Long	7 Each	7	0	22.26 Each	155.82
3	55375A15	Extra-Deep 6-Point Socket, 1/2" Square Drive, 1" Drive Size	1 Each	1	0	48.48 Each	48.48
4	5549A151	6-Point Impact Socket, Deep, 1/2" Square Drive, 1-1/16" Size, 3-1/2" Long	6 Each	6	0	25.15 Each	150.90
5	89955K609	Weldable 4130 Alloy Steel Round Tube, 1/4" Thick Wall, 1-1/2" OD, 3 Feet Long	1 Each	1	0	128.39 Each	128.39

Notes

David Notardonato changed the purchase order number from 1027DNOTARDONATO to DUPAGE WATER on October 27th.

Merchandise	541.97
Sales Tax	47.42
Total	$589.39

Packing List	Shipped	Weight	Carrier	Tracking
7854348-02	10/28/26	12 lb	Will Call	1Z6028360302170775
7854348-01	10/28/26	17 lb	Will Call	1Z6028360302170766

McMASTER-CARR

Invoice

630-600-3600
630-834-9427 (fax)
chi.sales@mcmaster.com

Purchase Order	**DUPAGE WATER**
Total	**$94.88**
Invoice	**74433444**
Invoice Date	**10/28/26**
Payment Terms	**2% 10, Net 30**

Deduct $1.90 on merchandise and tax if paid by 11/7/26.

Billed to

ROSSI CONTRACTORS
201 W LAKE ST
NORTHLAKE IL 60164-2459

Picked up at

McMaster Carr
600 N County Line Rd
Elmhurst IL 60126-2081

Mail Payment to McMaster-Carr
PO Box 7690
Chicago IL 60680-7690

Your Account 25132600

David Notardonato placed this order.

Line		Product	Ordered	Shipped	Balance	Price	Total
1	7733K175	Extra-Thick-Wall Steel Pipe Nipple, Threaded on Both Ends, 1 NPT, 10" Long	1 Each	1	0	87.25 Each	87.25

Merchandise	87.25
Sales Tax	7.63
Total	$94.88

Packing List	Shipped	Weight	Carrier	Tracking
7854547-01	10/28/26	3 lb	Will Call	1Z6028360302171603

SOLD BY
CHICAGO-W IL
Branch - 229
3415 E. Ohio Avenue
St. Charles IL 60174

PHONE # 630 665 1800

CORE&MAIN
Local Knowledge
Local Experience
Local Service, Nationwide®

PROMISED: 10/26/26
FILLED BY:
CHECKED BY:
REVIEWED BY:
ENTERED BY: JASON KAZIMIER - 229

REPRINT 10/26/2026 09:02 AM PAGE 1
219577

PICK TICKET Z983274

SOLD TO
ROSSI CONTRACTORS INC
201 W LAKE ST
NORTHLAKE IL 60164 2459

CUS PH# 773 287 7545

SHIP TO
CUSTOMER PICKUP
ROSSI CONTRACTORS INC
Branch - 229
3415 E. Ohio Avenue
St. Charles IL 60174

SPECIAL INSTRUCTIONS/COMMENTS:

WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
						OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED			
229	10/23/26		DUPAGE WATER				X				WILL CALL	507

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
	ORDERED BY:	DAN						
	7486056062416P	860-56-0624-16P 24 HYMAX CPLG 24.60-25.67 LR 25.59-26.70 HR OD WEIGHT: 125.0000 LB TOTAL WEIGHT: 125.00	1	1			EA	

24" oversize Coupling

11.6"

18" for long

END OF ORDER

MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE

201 of 417

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit https://coreandmain.com/terms-of-sale/.

Z983274219577

RECEIVED BY SIGNATURE:

PRINT NAME HERE:

CORE & MAIN

INVOICE

Invoice #	Z955955
Invoice Date	10/21/26
Account #	219577
Sales Rep	MARK BARAN
Phone #	630-665-1800
Branch # 229	St. Charles, IL
Total Amount Due	$2,849.19

1830 Craig Park Court
St. Louis, MO 63146

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

412 1 MB 0.707 E0393X I0653 D15455063465 S2 P11143573 0001:0001

ROSSI CONTRACTORS INC
201 W LAKE ST
NORTHLAKE IL 60164-2459

Shipped to:

CUSTOMER PICK-UP -

CUSTOMER JOB- 645 LAKE STREET

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
10/20/26	10/20/26	JOB 546	645 LAKE STREET			WILL CALL	Z955955

Product Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
72263257020000	263-257020-000 24X20 REP CLP FULL CIRCLE 25.70-26.90 OD	1	1		2619.94000	EA	2,619.94

Online ADVANTAGE™

• Manage billing online • Reprint invoices
• Retrieve proof of deliveries

Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit coreandmain.com/identifying-fraud.

Freight Delivery Handling Restock Misc.

Subtotal:	2,619.94
Other:	0.00
Tax:	229.25
Invoice Total:	$2,849.19

Terms: NET 30
Ordered By: DAN MOORE

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: https://coreandmain.com/terms-of-sale/.

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117692	ROS	10/22/2026	01:20 PM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 1

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS165	69,380 lbs	33,320 lbs	36,060 lbs	18.03 t	18.03 t

PRODUCT
CA-7L/CA-7 LIMESTONE

CUSTOMER

DRIVER: _____

R&R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117665	ROS	10/21/2026	10:27 AM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 3

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS165	71,880 lbs	33,320 lbs	38,560 lbs	19.28 t	55.67 t

PRODUCT
CA-7L/CA-7 LIMESTONE

CUSTOMER

DRIVER: _____

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117657	ROS	10/21/2026	07:38 AM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 2

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS166	69,020 lbs	33,800 lbs	35,220 lbs	17.61 t	36.39 t

PRODUCT
CA-7L/CA-7 LIMESTONE

CUSTOMER

DRIVER: _____

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117656	ROS	10/21/2026	07:24 AM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 1

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS165	70,880 lbs	33,320 lbs	37,560 lbs	18.78 t	18.78 t

PRODUCT
CA-7L/CA-7 LIMESTONE

CUSTOMER

DRIVER: _____

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117672	ROS	10/21/2026	11:47 AM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 4

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS165	68,880 lbs	33,320 lbs	35,560 lbs	17.78 t	73.45 t

PRODUCT
CA-7L/CA-7 LIMESTONE

CUSTOMER

DRIVER: _____

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117740	ROS	10/28/2026	11:57 AM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 1

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS166	70,180 lbs	33,800 lbs	36,380 lbs	18.19 t	18.19 t

PRODUCT
CA-7L/CA-7 LIMESTONE

CUSTOMER

DRIVER: _____

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117741	ROS	10/28/2026	11:59 AM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 2

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS169	71,320 lbs	32,100 lbs	39,220 lbs	19.61 t	37.80 t

PRODUCT
CA-7L/CA-7 LIMESTONE

CUSTOMER

DRIVER: _____

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117748	ROS	10/28/2026	01:20 PM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 1

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS168	69,320 lbs	33,320 lbs	36,000 lbs	18.00 t	18.00 t

PRODUCT
CA-6/CA-6 RECYCLED CONCRETE

CUSTOMER

DRIVER: _____

R&R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117749	ROS	10/28/2026	01:35 PM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 2

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS150	71,760 lbs	32,100 lbs	39,660 lbs	19.83 t	37.83 t

PRODUCT
CA-6/CA-6 RECYCLED CONCRETE

DU PAGE
ADDISON

CUSTOMER

DRIVER: _____

R&R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117750	ROS	10/28/2026	01:37 PM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 3

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS152	71,600 lbs	33,240 lbs	38,360 lbs	19.18 t	57.01 t

PRODUCT
CA-6/CA-6 RECYCLED CONCRETE

CUSTOMER

DRIVER: [redacted]

R & R MATERIALS

201 W. LAKE ST. • NORTHLAKE, IL 60164 • 773-287-7545 • FAX 708-562-1965

SOLD TO:
ROSSI CONTRACTORS, INC.
201 W. LAKE ST.
NORTHLAKE, IL 60164

TICKET #	CUSTOMER	DATE	TIME
117752	ROS	10/28/2026	02:22 PM

JOB: ROS/ROSSI CONTRACTORS

LOAD #: 4

TRUCK #	GROSS	TARE	NET (LBS)	NET (TONS)	TONS TODAY/PRODUCT
ROS169	71,260 lbs	32,100 lbs	39,160 lbs	19.58 t	76.59 t

PRODUCT
CA-6/CA-6 RECYCLED CONCRETE

CUSTOMER

DRIVER: _____

DuPage Water Commission
30 YEARS OF SERVICE
Pure. Essential. Stewardship.

MEMORANDUM

To: Paul May, General Manager

From: Cheryl Peterson, Financial Administrator

Date: 11/10/2026

Subject: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the November 19, 2026, Commission meeting:

October 7, 2026, to November 10, 2026, A/P Report:		
DuPage Water Commission		$11,203,783.90
Waterlink		725,325.00
Accrued and estimated payments required before December 2026 Commission meeting:		
DuPage Water Commission		2,277,085.00
Waterlink		10,307,000.00
	Total	$24,513,193.90

cc: Chairman and Commissioners

DuPage Water Commission

Board Open Payable Report

As Of 11/14/2026

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount		Net Amount
Payable Account:	01-211000 - ACCOUNTS PAYABLE				
Vendor: 2464	**A.K. MULCH & FIREWOOD**			**Payable Count: (1)**	**167.50**
INV0009290	MS 16A Drainage Restoration	10/27/2026	167.50		167.50
Vendor: 1663	**AECOM**			**Payable Count: (1)**	**2,922.69**
2001193598	Tolway Review	10/22/2026	2,922.69		2,922.69
Vendor: 2303	**Atlas Bobcat, LLC**			**Payable Count: (1)**	**722.82**
K66763	Repair E26 Fuel Sender	10/22/2026	722.82		722.82
Vendor: 2173	**Atomatic Mechanical Services, Inc.**			**Payable Count: (1)**	**810.00**
SRV26-07586	Service call for Gen Room Boiler	10/31/2026	810.00		810.00
Vendor: 1731	**Benchmark Construction Co, Inc.**			**Payable Count: (1)**	**6,000.00**
Insur6	QR-13.25 Insurance and Bonds for 2026	10/13/2026	6,000.00		6,000.00
Vendor: 1179	**CHICAGO TRIBUNE**			**Payable Count: (1)**	**2,108.00**
CTA175108	Legal Notice: Annual Treasurer's Report	10/31/2026	2,108.00		2,108.00
Vendor: 2547	**Circuit Breaker Sales, LLC**			**Payable Count: (1)**	**215.00**
ICB47834	Replacement push buttons for DWC highlift pumps	10/31/2026	215.00		215.00
Vendor: 1135	**CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION**			**Payable Count: (1)**	**11,018,553.26**
INV0009317	WATER BILLING: October 2026	10/31/2026	11,018,553.26		11,018,553.26
Vendor: 1821	**COLLEY ELEVATOR COMPANY**			**Payable Count: (1)**	**1,864.00**
310151	Annual Elevator Service Contract	11/10/2026	1,864.00		1,864.00
Vendor: 1952	**CONVERGINT TECHNOLOGIES LLC**			**Payable Count: (1)**	**522.00**
13179614	Fire Panel Service Call	10/15/2026	522.00		522.00
Vendor: 1197	**Core & Main LP**			**Payable Count: (1)**	**2,786.00**
Z977549	Pipeline Supplies	10/31/2026	2,786.00		2,786.00
Vendor: 2320	**Crown Equipment Corporation**			**Payable Count: (1)**	**263.97**
133852548	Annual Service for Cushman Hauler	10/31/2026	263.97		263.97
Vendor: 2574	**Endeavor Health**			**Payable Count: (1)**	**385.70**
INV0009316	ER Visit - Guarantor # 3100118304	11/04/2026	385.70		385.70
Vendor: 2388	**FERGUSON ENTERPRISES**			**Payable Count: (1)**	**1,580.00**
0005099	Bearing for valve repair	10/31/2026	1,580.00		1,580.00
Vendor: 2105	**FRANK LEANOS**			**Payable Count: (1)**	**458.58**
INV0009314	Hotel for FAT of 125vdc Control Power Panels	10/31/2026	458.58		458.58
Vendor: 2171	**Friendly Ford**			**Payable Count: (1)**	**3,035.60**
149760	Vehicle Maint: M217647	11/10/2026	3,035.60		3,035.60
Vendor: 2617	**GlendaleIL WellNow Urgent Care**			**Payable Count: (1)**	**136.00**
58051	Medical Exam	10/22/2026	136.00		136.00
Vendor: 1064	**GOVERNMENT FINANCE OFFICERS ASSOCIATION**			**Payable Count: (1)**	**250.00**
41236001-2026	Membership Renewal: 11/1/26-10/31/27	10/13/2026	250.00		250.00
Vendor: 1055	**GRAINGER**			**Payable Count: (7)**	**11,020.87**
9112373296	Instrumentation Supplies	10/20/2026	3,752.18		3,752.18
9112373312	Instrumentation Supplies	10/20/2026	150.40		150.40
9132127821	Pipeline Supplies	10/31/2026	3,608.00		3,608.00
9132250011	Pipeline Supplies	10/31/2026	104.09		104.09

Payable Number	Description	Post Date	Payable Amount		Net Amount
9137592482	Pipeline Supplies	10/31/2026	445.10		445.10
9137784410	Pipeline Supplies	10/31/2026	77.05		77.05
9137784444	Pipeline Supplies	10/31/2026	2,884.05		2,884.05
Vendor: 1429	**GRAYBAR**			**Payable Count: (1)**	**4,208.32**
9355264592	ROV Proximity switches	10/31/2026	4,208.32		4,208.32
Vendor: 2614	**HDR Engineering Inc.**			**Payable Count: (2)**	**18,144.16**
1200870690	BIM RFP Development Project - Invoice #1	10/20/2026	13,908.77		13,908.77
1200877384	HDR BIM RFP Development Proj Invoice 2	10/31/2026	4,235.39		4,235.39
Vendor: 2602	**JPMORGAN CHASE BANK NA**			**Payable Count: (1)**	**6,914.08**
INV0009318	Combined Statements: October 2026	10/31/2026	6,914.08		6,914.08
Vendor: 1054	**MCMASTER-CARR SUPPLY COMPANY**			**Payable Count: (1)**	**116.76**
74034713	Pipeline - sockets for repair sleeves	10/27/2026	116.76		116.76
Vendor: 1775	**MCWILLIAMS ELECTRIC COMPANY, INC**			**Payable Count: (1)**	**19,850.00**
88246	QRE-10 - LXPS Vibration Project	10/31/2026	19,850.00		19,850.00
Vendor: 2616	**Metro Strategies**			**Payable Count: (1)**	**73,546.37**
DWC-01	Lake Michigan Regional Water Supply Initiative	10/22/2026	73,546.37		73,546.37
Vendor: 2189	**NCPERS Group Life Ins.**			**Payable Count: (3)**	**132.84**
INV0009248	NCPERS - IMRF 6641	10/09/2026	44.28		44.28
INV0009274	NCPERS - IMRF 6641	10/23/2026	44.28		44.28
INV0009302	NCPERS - IMRF 6641	11/06/2026	44.28		44.28
Vendor: 2533	**Norman Equipment Company**			**Payable Count: (1)**	**1,396.64**
232391	Bi Torq Fusible Link Replacement	10/31/2026	1,396.64		1,396.64
Vendor: 1642	**PORTER PIPE & SUPPLY CO.**			**Payable Count: (1)**	**47.19**
13352123-00	Remote Facilities Supplies	10/13/2026	47.19		47.19
Vendor: 1730	**RAILROAD MANAGEMENT COMPANY III, LLC**			**Payable Count: (1)**	**504.64**
560687	License Fees (1/10/27-1/9/28)	10/20/2026	504.64		504.64
Vendor: 2473	**Reliable High Performance Products, Inc.**			**Payable Count: (1)**	**5,835.36**
DUPAGEWCOCT26	Uniforms	10/31/2026	5,835.36		5,835.36
Vendor: 2101	**SITEONE LANDSCAPE SUPPLY, LLC**			**Payable Count: (1)**	**376.35**
171911290-001	Landscaping Restoration Supplies	10/13/2026	376.35		376.35
Vendor: 1263	**SKARSHAUG TESTING LABORATORY, INC.**			**Payable Count: (2)**	**867.77**
300877	Regulatory Testing of Electrical Gloves & Boots	10/13/2026	605.52		605.52
294490	Electrical Glove Testing	10/31/2026	262.25		262.25
Vendor: 2634	**The Drala Project, Inc.**			**Payable Count: (1)**	**16,349.76**
18701	VMWare License Renewal: 10/30/26-10/29/27	10/31/2026	16,349.76		16,349.76
Vendor: 1404	**VIKING AWARDS, INC.**			**Payable Count: (1)**	**25.00**
5135	Engraving on Water Bottles	10/22/2026	25.00		25.00
Vendor: 2096	**William A. Fates**			**Payable Count: (1)**	**1,666.67**
INV0009315	Service as Treasurer: November 2026	11/04/2026	1,666.67		1,666.67
				Payable Account 01-211000 Payable Count: (45) Total:	**11,203,783.90**
Payable Account:	01-211030 - ACCTS PAYABLE - CONSTRUCTION				
Vendor: 2618	**IHC Construction Companies, LLC**			**Payable Count: (2)**	**725,325.00**
49382	WaterLink Construction - MS 22/25	10/22/2026	722,000.00		722,000.00
49458	MS-22/25 Meter Station: Pay Application #2	11/04/2026	3,325.00		3,325.00
				Payable Account 01-211030 Payable Count: (2) Total:	**725,325.00**

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	45	11,203,783.90
01-211030 - ACCTS PAYABLE - CONSTRUCTION	2	725,325.00
Report Total:	**47**	**11,929,108.90**

Payable Fund Summary

Fund		Amount
01 - WATER FUND	47	11,929,108.90
Report Total:	**47**	**11,929,108.90**

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 12-17-26
Board Meeting Date: November 19, 2026

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
90,000.00	Blue Cross Blue Shield - Health Insurance			
9,000.00	EM Benefits - Dental Insurance			
13,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
35,000.00	ComEd - Utility Charges			
400,000.00	Dynegy - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
65,000.00	City of Chicago - Lexington Labor Costs			
35,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
400.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
7,010.00	Procurement Card Charges - $375 Other Personnel, $350 Professional Dues, $3,600 Conferences, $1,700 Travel, ($50) Water Conservation, $540 Pipeline Supplies, $275 Training, $40 Computers, $180 Other Admin			
300.00	Anderson - Pest Control			
500.00	Republic Services - Disposal Services			
500.00	Aramark - Supplies			
1,500.00	Cintas- Supplies			
250.00	Elecsys - Cell Data Services			
5,000.00	AL Warren - Fuel			
600.00	Toshiba - Copy and Lease Charges			
2,500.00	Multisystem Management - Cleaning Services			
625.00	Pitney Bowes - Postage			
10,000.00	Grainger - Supplies for Operations			
3,000.00	Verizon - Wireless Service			
500.00	Verizon Connect - Diagnostics			
100.00	City of Aurora - Microbial Analysis			
150.00	Logical Media - Hosting Services			
1,700.00	William Fates - Treasurer			
6,000.00	Baker Tilly			
45,000.00	Schirott, Luetkehans & Garner, LLC			
100.00	Village of Northbrook - Stormwater Service (Quarterly)			
7,000.00	Xerox (Formerly IT Savvy) - Network Support			
200.00	Alexander Kefaloukos - Security			
600.00	Red Wing - Uniforms			
100.00	Elmhurst Occupational Health - New employee			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Sooper Lube - Vehicle Maintenance			
200.00	Friendly Ford - Vehicle Maintenance			
200.00	Sterling - Background Checks			
5,000.00	Storino Ramello & Durkin			
30,000.00	Raftelis - Source Water Project			
500.00	Local 399 Training courses			
4,400.00	Altorfer Power Systems - Generator repairs			
2,000.00	Beary - Tank site Landscaping			
4,000.00	Beary - Landscaping			
400.00	Carahsoft Tech - Sketchup Pro 1			
600.00	Core & Main - 6" Meter Chamber Cover			
800.00	Core & Main - Pipeline 12" repair			
5,000.00	Dixon Engineering - Dry tank maintenance inspection			
1,900.00	Donohue & Assoc - MCC A-B Eval			
11,700.00	Door Systems - repair overhead doors			
500.00	Ebel's Ace Hardware - Project Supplies			
90,000.00	Flow-Technics - Tank Site 1 rehab			
4,900.00	GFL Environmental Services - Hazardous waste disposal			
1,500.00	GFL Environmental Services - hazardous e-waste recycling			
800.00	Graybar Electric Co - BURNDY Crimps & Dies			
2,000.00	Home Depot - Project Supplies			
68,000.00	Intergraph Corp - Octave Attune EAM software maintenance			
3,600.00	Joliet Electric Motor Service - HLP motor #3 sync wheel testing			
100.00	Lucas Brush - Expense Report			
800.00	Mazzella - Crane and hoist repair			
600.00	Newark - Valve Position Potentiometers			

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 12-17-26
Board Meeting Date: November 19, 2026

500.00	ODP Business Solutions - Office Supplies
300.00	ODP Business Solutions - Office Supplies addt'l order
5,700.00	Park Place - VMware, Server, LAN Switch Support
13,700.00	Performance Battery - Replacement generator #5 start batteries
3,000.00	Program One - Window Cleaning
3,600.00	Rowell Chemical - Sodium Hypochlorite
600.00	Skarshaug - Electrical Boot/Glove Testing
1,500.00	Specialty Mat - Mat Service
500.00	Staples - Office Supplies
12,900.00	Volt Electric - Annual IR scanning of equipment at DWC
47,800.00	Weg Electric - Rectifier assembly (Sync-Rite Plus Sys. Ready)
73,400.00	Westinghouse Electric Supply - Tank Site 1 VFD - 5y PM Agr.
25,000.00	Mercer
5,000.00	Denis Cuvalo - tuition reimb.
1,000.00	Auto Insurance Renewal - Gallagher
300,000.00	Baxter & Woodman/Boller Construction
20,000.00	Carollo Engineers - SCADA
17,000.00	Park Place Technologies - VMWare Project
40,000.00	Strand Associates - SCADA
3,500.00	Friendly Ford - Vehicle service/repairs
1,000.00	Newark - actuator components
50,000.00	Raftelis - Source Water Project
75,000.00	Consor - Source Water Project
50,000.00	Delve/Jacobs - Source Water Project
50,000.00	Metro Strategies - Source Water Project
10,000.00	Tai Ginsberg - Source Water Project
38,000.00	John Neri Const. - R-91-26
30,000.00	Benchmark Consts - R-92-26
190,000.00	Rossi Contractors - R-93-26
10,000.00	V3 - traffic control engineering
12,500.00	Delve - pipeline conflict review
2,277,085.00	

WaterLink

20,000.00	Schirott, Luetkehans & Garner, LLC - MOY
2,000.00	Delve/Jacobs - Easement Support
200,000.00	LAN - Waterlink Phase II
100,000.00	LAN - Waterlink Owner's Advisor
100,000.00	Wheatland Title - Easements
4,000,000.00	Benchmark/D.Construction - Section 1
25,000.00	Benchmark/D.Construction - Section 3A
25,000.00	Benchmark/D.Construction - Section 3B
25,000.00	Benchmark/D.Construction - Section 3C
5,000.00	Benchmark/D.Construction - Section 2
350,000.00	Airy's - WaterLink Construction – Section 2A Construction
2,500,000.00	Airy's - WaterLink Construction – Section 2B Construction
5,000.00	Airy's - WaterLink Construction – Section 2C Construction
1,500,000.00	Bolder Contractors - FW Section 1 #5
10,000.00	IHC Contractors - Meter Stations Pay app #2
250,000.00	Burns & McDonnell - WaterLink – Book Road CE
50,000.00	Burns & McDonnell - WaterLink – TW-6/25 Section 3 CE
350,000.00	Burns & McDonnell - WaterLink – Program Management
210,000.00	Bowman - WaterLink CE – TW - Section 2
100,000.00	CBBEL - WaterLink CE – FW - Sections 1-2
100,000.00	Robinson Eng - WaterLink – Construction Staking
300,000.00	Arcadis - WaterLink ECOC
50,000.00	Stanley Consultants - CE Meter Stations
10,000.00	Stanley Consultants - CE FW Section 4
10,000.00	Stanley Consultants - Additional Permitting Effort
10,000.00	Kendall County - WaterLink Stormwater Permit
10,307,000.00	
12,584,085.00	

Resolution #: O-29-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **An Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville**

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-29-26 would authorize the General Manager, his staff and the Commission's attorneys and consultants to acquire previously negotiated easements determined to be necessary to construct the WaterLink Pipeline Project.

In order to construct nearly 30 miles of pipeline needed for the WaterLink Pipeline Project, numerous easements through privately-owned properties will be required. While the project design seeks to minimize impacts to the impacted private properties by maintaining the alignment along the perimeter wherever possible, the necessary temporary and permanent easement rights will need to be acquired by the Commission to construct the pipeline and maintain it into the future.

Each easement will be brought to the Board for approval on two occasions. The first approval will grant the General Manager and staff the authority to initiate negotiations and make an offer to the property owner up to a designated amount. The second will be to formally approve the final amount of compensation agreed upon by both parties. These actions will be brought forward for approval in groups, based on project prioritization and the progress of negotiations.

The items brought forward under Ordinance O-29-26 are those that have already been negotiated, with an amount of compensation having been agreed upon by both parties, pending Board approval.

Additional details regarding the acquisition of easements to be discussed during Executive Session.

Recommended Motion:

To adopt Ordinance No. O-29-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-29-26

AN ORDINANCE AUTHORIZING THE ACQUISITION OF EASEMENTS BY THE DUPAGE WATER COMMISSION OVER CERTAIN PROPERTY FOR THE PURPOSE OF PROVIDING WATER TO THE VILLAGE OF MONTGOMERY, THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE

WHEREAS, the DuPage Water Commission (the "Commission") is a duly authorized and existing Water Commission created and existing pursuant to Illinois law, including but not limited to the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et seq*.; and

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that Water Commissions shall have the power to construct any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances thereto (the "Waterworks Improvements"); and

WHEREAS, the Commission has entered into Water Purchase and Sale Agreements with the Village of Montgomery, the Village of Oswego and the United City of Yorkville (collectively the "Water Purchase and Sale Agreements"); and

WHEREAS, the Water Purchase and Sale Agreements and other related agreements with the Village of Montgomery, the Village of Oswego and the United City of Yorkville (the "Municipalities") require that the Commission construct Waterworks Improvements in order to provide water service to the Municipalities; and

WHEREAS, the Commission has previously found that it is in the best interests of the Commission and instructed the General Manager and his staff to take the necessary steps to construct the Waterworks Improvements that are necessary to comply with the terms of the Purchase and Sale Agreements; and

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that Water Commissions shall have the power to acquire lands for the purpose of, *inter alia,* constructing any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances thereto; and

WHEREAS, the Board of Commissioners of the Commission deem it advisable and in the public interest and welfare to acquire easements over real estate for the purpose of constructing Waterworks Improvements to provide water service to the Municipalities; and

WHEREAS, the Board of Commissioners of the Commission find that the easements over the parcels of real estate as described in the attached Exhibits 1 through 8 (the "Subject Properties") should be acquired and are necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, for this purpose, the Board of Commissioners of the Commission adopted Ordinance Nos. O-8-25, O-11-25, O-19-26 and O-27-26 empowering the General Manager, his staff and the Commission's attorneys to take the necessary steps, either by negotiation or condemnation, to acquire the easements over the Subject Properties as set forth in Exhibits 1 through 8 (the "Easements"); and

WHEREAS, the owners of the Subject Properties have agreed to sell the Easements in accordance with the terms set forth in Exhibits 1 through 8; and

WHEREAS, the Commission has determined that the total cost for the purchase of the Easements in the amount of $61,700.00 is reasonable; and

WHEREAS, the Commission has determined that the terms for the purchase of the Easements are reasonable.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the DuPage Water Commission, a Water Commission Authority existing under the laws of the State of Illinois, as follows:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: That it is necessary and desirable that the Easements described in Exhibits 1 through 8 attached hereto, be acquired by the Commission for one or more of the purposes set forth herein.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and

consultants be, and hereby are, authorized, directed and empowered to take the necessary steps to purchase the Easements over the Subject Properties as described in Exhibits 1 through 8.

SECTION FOUR: The Clerk for the Commission be and is hereby authorized and directed to transmit a copy of this Ordinance to the attorney for the Commission and may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS ____ DAY OF _____, 2026.

_____
James Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

VERNITA R. HETTRICH AND KATHERINE L. HETTRICH AS TRUSTEES OF THE FAMILY TRUST CREATED PURSUANT TO THE LAIRD B. HETTRICH DECLARATION OF TRUST DATED AUGUST 7, 2014 as to an undivided 1/2 interest and VERNITA R. HETTRICH AS TRUSTEE UNDER THE VERNITA R. HETTRICH Declaration of Trust dated August 17, 2014 as to an undivided 1/2 interest, their successors, assigns, (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing watermains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee. Notwithstanding the preceding sentence, Grantee agrees that construction equipment and farm machinery will be permitted to cross the Easement Premises.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and

restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the acts omissions of Grantee under this Easement Agreement, in addition to all liability and claims of other grantees having easement rights within the Easement Premises and parties to that certain Agreement for Drainage Tile dated December 27, 1962 and recorded December 26, 1963 in Book 133, page 547, in the Kendall County Recorder's Office, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor(i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein subject to the rights previously granted to other easement holders as set forth in that certain Agreement for Drainage Tile dated December 27, 1962 and recorded December 26, 1963 in Book 133, page 547, in the Kendall County Recorder's Office , and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2026.

The Family Trust created pursuant to the Laird B. Hettrich Declaration of Trust dated August 7, 2014 as to an undivided 1/2 interest

By: _____ By: _____
Vernita R. Hettrich, Trustee Katherine L. Hettrich, Trustee

The Vernita R. Hettrich Declaration of Trust dated August 7, 2014, as to an undivided 1/2 interest

By: _____
Vernita R. Hettrich, Trustee

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vernita R. Hettrich and Katherine L. Hettrich, as Trustees of the Family Trust created pursuant to the Laird B. Hettrich Declaration of Trust dated August 7, 2014 and Vernita R. Hettrich as Trustee under the Vernita R. Hettrich Declaration of Trust dated August 7, 2014, personally known to me 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 the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

GRANTEE:

DUPAGE WATER COMMISSION, a County Water Commission
organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

By:_____

Its:_____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

This document prepared by
and returned to:
Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185

Property Address:
2319 Wooley Road, Oswego, Illinois
County: Kendall
Parcel No: 0332PE & TE
PIN: 03-22-200-002

Route:	FW-1/25 (Section 1)
Section:	22-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0332 Permanent Easement
Index No.:	03-22-200-002

That part of the Northeast Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Northeast Quarter of Section 22; thence North 88 degrees 39 minutes 56 seconds East along the south line of said Northeast Quarter of Section 22 a distance of 15.00 feet, to the Point of Beginning; thence continuing North 88 degrees 39 minutes 56 seconds East along said south line a distance of 15.00 feet, to a line 30.00 feet east of and parallel with the west line of said Northeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 838.56 feet; thence North 88 degrees 37 minutes 22 seconds East a distance of 10.00 feet, to a line 40.00 feet east of and parallel with the west line of said Northeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 20.00 feet; thence South 88 degrees 37 minutes 22 seconds West a distance of 10.00 feet, to said line 30.00 feet east of and parallel with the west line of said Northeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 857.30 feet; thence North 88 degrees 37 minutes 22 seconds East a distance of 10.00 feet, to a line 40.00 feet east of and parallel with the west line of said Northeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 20.00 feet; thence South 88 degrees 37 minutes 22 seconds West a distance of 10.00 feet, to said line 30.00 feet east of and parallel with the west line of said Northeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 333.98 feet, to the north line of property conveyed per deed document number 2021-00010713; thence South 88 degrees 41 minutes 10 seconds West along said north line a distance of 15.00 feet, to a line 15.00 feet east of and parallel with said west line of the Northeast Quarter of Section 22; thence South 01 degrees 22 minutes 38 seconds East along said parallel line a distance of 2069.86 feet, to the Point of Beginning,, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.722 acres, more or less or 31,448 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2026 by and between VERNITA R. HETTRICH AND KATHERINE L. HETTRICH AS TRUSTEES OF THE FAMILY TRUST CREATED PURSUANT TO THE LAIRD B. HETTRICH DECLARATION OF TRUST DATED AUGUST 7, 2014 as to an undivided 1/2 interest and VERNITA R. HETTRICH AS TRUSTEE UNDER THE VERNITA R. HETTRICH DECLARATION OF TRUST DATED AUGUST 7, 2014 as to an undivided ½ interest (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities")to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration paid, does hereby grant and give

unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein. Prior to commencement of construction, Grantee shall, at Grantee's expense, cause stakes to be installed for the purpose of enabling Grantor's farm tenant to determine the location of the easterly boundary of the Temporary Easement Area.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor

acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality. In the event the Grantee damages any crops after crops have been planted the Grantee will compensate the Grantor for crop damage during the growing season as follows: (1) after the crop is planted, but prior to July 15th - $600.00 per acre; (2) from July 15th and after but prior to harvest - $800.00 per acre.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and

their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), including but not limited to, all liability and claims of other Grantees having easement rights within the Temporary Easement Area and parties to that certain Agreement for Drainage Tile dated December 27, 1962 and recorded December 26, 1963 in Book 133, page 547, in the Kendall County Recorder's Office,

excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area and the title commitment issued by Wheatland Title Company as File Number ROB-2024KL-1881.0.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of Kendall County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:		Vernita R. Hettrich and Katherine L. Hettrich, Trustees 2319 Wooley Road Oswego, IL 60543 Email: khettrich@rcn.com
	with a copy to:	Ronald M. Hem, Esq. Alschuler, Simantz, & Hem, LLC 1961 West Downer Place Aurora, IL 60506 Email: hem@ashlaw.net
If to GRANTEE:		Paul May General Manager DuPage Water Commission 600 E. Butterfield Road Elmhurst, IL 60126 Email: may@dpwc.org
	with a copy to:	Phillip A. Luetkehans, Esq. Luetkehans, Brady, Garner & Armstrong, LLC 2700 International Drive, Suite 305 West Chicago, IL 60185 Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

The Family Trust created pursuant to the Laird B. Hettrich Declaration of Trust dated August 7, 2014 as to an undivided 1/2 interest

By: _____ By: _____
Vernita R. Hettrich, Trustee Katherine L. Hettrich, Trustee

The Vernita R. Hettrich Declaration of Trust dated August 7, 2014 as to an undivided 1/2 interest

By: _____
Vernita R. Hettrich, Trustee

GRANTEE:

DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

By:_____

Its:_____

This instrument prepared by and after recording return to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

Property Address:
2319 Wooley Road, Oswego, Illinois

County: Kendall
Parcel No: 0332PE & TE
PIN: 03-22-200-002

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vernita R. Hettrich and Katherine L. Hettrich, as Trustees of the Family Trust created pursuant to the Laird B. Hettrich Declaration of Trust dated August 7, 2014 and Vernita R. Hettrich as Trustee under the Vernita R. Hettrich Declaration of Trust dated August 7, 2014, personally known to me 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 the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

Route:	FW-1/25 (Section 1)
Section:	22-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0332 Temporary Easement
Index No.:	03-22-200-002

That part of the Northeast Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Northeast Quarter of Section 22; thence North 88 degrees 39 minutes 56 seconds East along the south line of said Northeast Quarter of Section 22 a distance of 30.00 feet, to a line 30.00 feet east of and parallel with the west line of said Northeast Quarter of Section 22 and the Point of Beginning; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 838.56 feet; thence North 88 degrees 37 minutes 22 seconds East a distance of 10.00 feet, to a line 40.00 feet east of and parallel with the west line of said Northeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 20.00 feet; thence South 88 degrees 37 minutes 22 seconds West a distance of 10.00 feet, to said line 30.00 feet east of and parallel with the west line of said Northeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 857.30 feet; thence North 88 degrees 37 minutes 22 seconds East a distance of 10.00 feet, to a line 40.00 feet east of and parallel with the west line of said Northeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 20.00 feet; thence South 88 degrees 37 minutes 22 seconds West a distance of 10.00 feet, to said line 30.00 feet east of and parallel with the west line of said Northeast Quarter of Section 22; thence North 01 degrees 22 minutes 38 seconds West along said parallel line a distance of 333.98 feet, to the north line of property conveyed per deed document number 2021-00010713; thence North 88 degrees 41 minutes 10 seconds East along said north line a distance of 25.00 feet, to a line 55.00 feet east of and parallel with said west line of the Northeast Quarter of Section 22; thence South 01 degrees 22 minutes 38 seconds East along said parallel line a distance of 2069.84 feet, to said south line of the Northeast Quarter of Section 22; thence South 88 degrees 39 minutes 56 seconds West along said south line a distance of 25.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.179 acres, more or less or 51,346 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

KAREN A. HEISE, AS SUCCESSOR TRUSTEE OF THE WILLIAM O. HEISE 2012 TRUST DATED FEBRUARY 2, 2012, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter"Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, non-exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing watermains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is non-exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor(i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes. Notwithstanding the previous sentence, the Grantee understands that the following easements have been granted and/or rights acquired regarding the Property and that the Grantee's easement shall be subject to the following: (1) rights of the Public, the State of Illinois, and the municipality in and to that part of the Property, if any, taken or used for road purposes; (2) easement dated December 8, 1941 and recorded December 9, 1941 in Book 98 Page 73 made by Adele M. Wooley to Illinois Bell Telephone Company recorded in the Kendall County Recorder's Office; (3) easement dated May 27, 1975 and recorded July 1, 1975 as Document No. 75-2883 made by Ollye Krug to Northern Illinois Gas Company recorded in the Kendall County Recorder's Office; and (4) easement dated August 30, 1976 and recorded October 27, 1976 as Document N0. 76-5418 made by Ollye Krug to Illinois Bell Telephone Company recorded in the Kendall County Recorder's Office.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

[Signatures on following pages]

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2026.

THE WILLIAM O. HEISE 2012 TRUST DATED FEBRUARY 2, 2012

By: _____
Karen A. Heise, Successor Trustee

GRANTEE: DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

_____
By: Paul May, General Manager

ATTEST:

_____
By: Danna Mundall, Clerk

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185

Property Address:
4033 Douglas Road, Oswego, Illinois
County: Kendall
Parcel No: 0339PE
PIN: 03-22-300-003, 03-22-300-004,
03-27-100-002, 03-27-100-003

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Karen A. Heise, as Successor Trustee of Grantor, 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 she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Paul May, as General Manager,and Danna Mundall, as Clerk of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), personally known to me 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 the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

Route:	FW-1/25 (Section 2)
Section:	27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0339 Permanent Easement
Index No.:	03-22-300-003 03-22-300-004 03-27-100-002 03-27-100-003

That part of the East Half of the Northwest Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along the south line of said East Half of the Northwest quarter a distance of 147.29 feet, to the Point of Beginning; thence North 36 degrees 18 minutes 16 seconds East a distance of 41.65 feet, to a line 33.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 1085.44 feet; thence North 43 degrees 31 minutes 00 seconds East a distance of 46.52 feet, to a line 66.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 26.66 feet, to the east line of said Northwest Quarter; thence South 01 degrees 20 minutes 18 seconds East along said east line a distance of 15.00 feet, to a line 51.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 20.43 feet; thence South 43 degrees 31 minutes 00 seconds West a distance of 46.52 feet, to a line 18.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 1084.30 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 22.72 feet, to said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said south line a distance of 18.93 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.409 acres, more or less or 17,807 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2026 by and between _____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

PO NAME

By: _____
Signature

_____
Print Name and Title

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

By:_____

Its:_____

This instrument prepared by and after recording return to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0339 Temporary Easement 1
Index No.:	03-22-300-003 03-22-300-004 03-27-100-002 03-27-100-003

That part of the East Half of the Northwest Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along the south line of said East Half of the Northwest quarter a distance of 134.67 feet, to the Point of Beginning; thence continuing North 88 degrees 42 minutes 05 seconds East along said south line a distance of 12.62 feet; thence North 36 degrees 18 minutes 16 seconds East a distance of 41.65 feet, to a line 33.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 1085.44 feet; thence North 43 degrees 31 minutes 00 seconds East a distance of 46.52 feet, to a line 66.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 26.66 feet, to the east line of said Northwest Quarter; thence North 01 degrees 20 minutes 18 seconds West along said east line a distance of 30.00 feet, to a line 96.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 39.13 feet; thence South 43 degrees 31 minutes 00 seconds West a distance of 46.52 feet, to a line 63.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 1062.48 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 79.52 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.808 acres, more or less or 35,207 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2026 by and between _____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

PO NAME

By: _____
Signature

_____
Print Name and Title

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

By:_____

Its:_____

This instrument prepared by and after recording return to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0339 Temporary Easement 2
Index No.:	03-22-300-003 03-22-300-004 03-27-100-002 03-27-100-003

That part of the East Half of the Northwest Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along the south line of said East Half of the Northwest quarter a distance of 166.23 feet, to the Point of Beginning; thence North 36 degrees 18 minutes 16 seconds East a distance of 22.72 feet, to a line 18.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 25.24 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 22.72 feet, to said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said south line a distance of 25.24 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.010 acres, more or less or 454 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____, a _____, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, in hand paid by DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not grant to any other person or entity any easement right or other right to use, the Easement Premises below grade, at grade or above grade. Grantor hereby reserves the right to use that portion of the Easement Premises that does not contain any above-grade Grantee Facilities in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns,

heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2026.

[OWNER NAME]

_____

_____

GRANTEE: DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

_____
By: Paul May, General Manager

ATTEST:

_____
By: Danna Mundall, Clerk

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Paul May, as General Manager, and Danna Mundall, as Clerk of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), personally known to me 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 the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25-Section 2
Section: 25-37-7
County: Kendall
Job No.: 23-R0494
Parcel: 0412 Permanent Easement

Index No.: 02-25-200-006
03-30-200-009

That part of the Northwest Quarter and the Northeast Quarter of Section 25, Township 37 North, Range 7 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the northwest corner of property conveyed per Warranty Deed recorded January 29, 2015 as Document Number 2015-00001487; thence North 88 degrees 08 minutes 30 seconds East along the north line of said property conveyed per Warranty Deed a distance of 849.79 feet, to the west line of property conveyed to the County of Kendall per Warranty Deed recorded July 27, 2022 as Document Number 2022-00012679; thence South 01 degrees 52 minutes 57 seconds East along said east line a distance of 25.33 feet; thence South 88 degrees 53 minutes 08 seconds West a distance of 849.98 feet, to the west line of said property conveyed per Warranty Deed Document Number 2015-00001487; thence North 01 degrees 25 minutes 49 seconds West along said west line a distance of 14.30 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.387 acres, more or less or 16,838 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2026 by and between _____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

PO NAME

By: _____
Signature

_____
Print Name and Title

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

By:_____

Its:_____

This instrument prepared by and after recording return to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description of Temporary Easement Area

Route: FW-1/25-Section 2
Section: 25-37-7
County: Kendall
Job No.: 23-R0494
Parcel: 0412 Temporary Easement

Index No.: 02-25-200-006
03-30-200-009

That part of the Northwest Quarter and the Northeast Quarter of Section 25, Township 37 North, Range 7 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of property conveyed per Warranty Deed recorded January 29, 2015 as Document Number 2015-00001487; thence North 88 degrees 08 minutes 30 seconds East along the north line of said property conveyed per Warranty Deed a distance of 849.79 feet, to the west line of property conveyed to the County of Kendall per Warranty Deed recorded July 27, 2022 as Document Number 2022-00012679; thence South 01 degrees 52 minutes 57 seconds East along said east line a distance of 25.33 feet, to the Point of Beginning; thence South 88 degrees 53 minutes 08 seconds West a distance of 849.98 feet, to a point on the west line of said property conveyed per Warranty Deed Document Number 2015-00001487, which point is 14.30 feet south of said northwest corner of property conveyed per Warranty Deed recorded July 27, 2022 as Document Number 2022-00012679; thence South 01 degrees 25 minutes 49 seconds East along said west line a distance of 47.50 feet; thence North 88 degrees 53 minutes 08 seconds East along a distance of 1005.30 feet; thence North 01 degrees 06 minutes 52 seconds West a distance of 20.80 feet, to the west most south line of said property conveyed to the County of Kendall per Warranty Deed recorded July 27, 2022 as Document Number 2022-00012679; thence South 88 degrees 07 minutes 03 seconds West along said west most south line a distance of 155.21 feet, to said west line of property conveyed to the County of Kendall per Warranty Deed recorded July 27, 2022 as Document Number 2022-00012679; thence North 01 degrees 52 minutes 57 seconds West along said west line a distance of 28.78 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.997 acres, more or less or 43,447 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2026 by and between _____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

PO NAME

By: _____
Signature

_____
Print Name and Title

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

By:_____

Its:_____

This instrument prepared by and after recording return to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description of Temporary Easement Area

Route: FW-1/25 (Section 4)
Section: 2-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0705 Temporary Easement

Index No.: 03-02-276-001

That part of the Northeast Quarter of Section 2, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwesterly corner of Lot 2 of Eyre's Subdivision of part of the East Half of said Northeast Quarter of Section 2 and the West Half of the Northwest Quarter of Section 1, in said Township 37 North; thence North 67 degrees 34 minutes 08 seconds East along the northerly line of said Lot 2 a distance of 6.54 feet, to the easterly line of property conveyed to the People of the State of Illinois, Department of Transportation per Document Number 99-014078; thence North 26 degrees 15 minutes 18 seconds West along said north line a distance of 70.41 feet, to the Point of Beginning; thence continuing North 26 degrees 15 minutes 18 seconds West along said easterly line a distance of 101.45 feet, to the southerly line of said property conveyed per Document Number 99-014078; thence North 44 degrees 43 minutes 26 seconds East along said southerly line a distance of 14.50 feet; thence South 62 degrees 49 minutes 41 seconds East a distance of 52.52 feet, to a line 45.00 feet easterly of and parallel with said easterly line of property conveyed per Document Number 99-014078; thence South 26 degrees 15 minutes 18 seconds East along said parallel line a distance of 64.00 feet; thence South 63 degrees 44 minutes 42 seconds West a distance of 45.00 feet, to the Point of Beginning (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.094 acres, more or less or 4,086 square feet, more or less.

Resolution #: O-30-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML - -

REQUEST FOR BOARD ACTION

Date: 11/12/2026

Description: **An Ordinance Providing for the Acquisition Through Negotiation or Condemnation of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville**

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-30-26 would authorize the General Manager, his staff and the Commission's attorneys and consultants to acquire previously negotiated easements determined to be necessary to construct the WaterLink Pipeline Project via condemnation, if necessary.

In order to construct nearly 30 miles of pipeline needed for the WaterLink Pipeline Project, numerous easements through privately-owned properties will be required. While the project design seeks to minimize impacts to the impacted private properties by maintaining the alignment along the perimeter wherever possible, the necessary temporary and permanent easement rights will need to be acquired by the Commission to construct the pipeline and maintain it into the future.

Each easement will be brought to the Board for approval on two occasions. The first approval will grant the General Manager and staff the authority to initiate negotiations and make an offer to the property owner up to a designated amount. In most cases, the second approval will formalize the final settlement amount. However, in some cases where negotiations do not yield an agreement, the second Board action will seek approval to proceed with condemnation proceedings.

The items brought forward under Ordinance O-30-26 are those wherein the owner is either unable to be identified, refuses to respond to attempted negotiations, or where negotiations have been initiated with an agreement unable to be reached.

Additional details regarding the acquisition of easements to be discussed during Executive Session.

Recommended Motion:

To adopt Ordinance No. O-30-26

DuPAGE WATER COMMISSION

ORDINANCE NO. O-30-26

AN ORDINANCE PROVIDING FOR THE ACQUISITION THROUGH NEGOTIATION OR CONDEMNATION OF EASEMENTS BY THE DuPAGE WATER COMMISSION OVER CERTAIN PROPERTY FOR THE PURPOSE OF PROVIDING WATER TO THE VILLAGE OF MONTGOMERY, THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE

WHEREAS, the DuPage Water Commission (the "Commission") is a duly authorized and existing Water Commission created and existing pursuant to Illinois law, including but not limited to the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et seq*.; and

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that Water Commissions shall have the power to construct any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances thereto (the "Waterworks Improvements"); and

WHEREAS, the Commission has entered into Water Purchase and Sale Agreements with the Village of Montgomery, the Village of Oswego and the United City of Yorkville (collectively the "Water Purchase and Sale Agreements"); and

WHEREAS, the Water Purchase and Sale Agreements and other related agreements with the Village of Montgomery, the Village of Oswego and the United City of Yorkville (the "Municipalities") require that the Commission construct Waterworks Improvements in order to provide water service to the Municipalities; and

WHEREAS, the Commission hereby finds it in the best interests of the Commission and has previously instructed the General Manager and his staff to take the necessary steps to construct the Waterworks Improvements that are necessary to comply with the terms of the Purchase and Sale Agreements; and

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that Water Commissions shall have the power to acquire lands for the purpose of, *inter alia,* constructing any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances

thereto; and

WHEREAS, the Board of Commissioners of the Commission deem it advisable and in the public interest and welfare to acquire easements over real estate for the purpose of constructing Waterworks Improvements to provide water service to the Municipalities; and

WHEREAS**,** in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Commission has obtained title commitments identifying the record title holders of the real estate described in the attached Exhibits 1 through 14 (the "Subject Property"); and

WHEREAS, the Commission has previously enacted Ordinance Nos. O-6-25, O-11-25, O-16-26 and O-19-26 providing authority to the General Manager, his staff and the Commission's attorneys and consultants to negotiate for the acquisition of easements over the Subject Property; and

WHEREAS, the Commission has attempted to negotiate an easement over the Subject Property but has been unable to agree with the owners of the Subject Property regarding just compensation; and

NOW, THEREFORE, be it ordained by the Board of Commissioners of the DuPage Water Commission, a Water Commission Authority existing under the laws of the State of Illinois, as follows:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: That it is necessary and desirable that the easements over the Subject Property, as described in Exhibits 1 through 14 attached hereto, be acquired by the Commission for one or more of the purposes set forth.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and consultants be, and hereby are, authorized and directed to take the necessary steps, either by negotiation or condemnation to acquire the easements over the Subject Property in the forms attached hereto in Exhibits 1 through 14.

SECTION FOUR: The Clerk for the Commission may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

_____
James Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2026/O-30-26.doc

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____, a _____, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, in hand paid by DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not grant to any other person or entity any easement right or other right to use, the Easement Premises below grade, at grade or above grade. Grantor hereby reserves the right to use that portion of the Easement Premises that does not contain any above-grade Grantee Facilities in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns,

heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2026.

[OWNER NAME]

_____

_____

GRANTEE: DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

_____
By: Paul May, General Manager

ATTEST:

_____
By: Danna Mundall, Clerk

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Paul May, as General Manager, and Danna Mundall, as Clerk of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), personally known to me 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 the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 3)
Section: 7-37-8
8-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0226 Permanent
Easement 1

Index No.: 03-08-101-004
03-07-228-009

That part of the Northeast Quarter of Section 7, and the Northwest Quarter of Section 8, all in Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of Outlot A in Marina Terrace, a subdivision of part of said Northeast Quarter of Section 7 and part of said Northwest Quarter of Section 8, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 150329; thence South 83 degrees 51 minutes 30 seconds East along the northerly line of said Outlot A, a distance of 24.79 feet, to the easterly line of a tract described in a deed to the Commonwealth Edison Company recorded as Document Number R73-5156 on October 16, 1973 also being a line 163.00 feet northwesterly of and parallel with the northeasterly prolongation of the northwesterly line of said Marina Terrace; thence continuing South 83 degrees 51 minutes 30 seconds East along said northerly line of Outlot A, a distance 45.88 feet, to the Point of Beginning; thence continuing South 83 degrees 51 minutes 30 seconds East along said northerly line and the northerly line of said Marina Terrace and along the northerly line of Unit Two Marina Terrace, being a subdivision of part of said Northeast Quarter of Section 7 and part of said Northwest Quarter of Section 8, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 153361, a distance of 1120.82 feet, to the westerly line of a 20 foot wide easement to Illinois-American Water Company per Document Number 2012-00024687; thence northerly along said westerly line being a non-tangential curve to the right, having a radius of 7692.50 feet, an arc length of 20.14 feet, a chord bearing of North 00 degrees 34 minutes 39 seconds West, and a chord distance of 20.14 feet, to a line 20.00 feet northerly of and parallel with said northerly lines of Marina Terrace and Unit Two Marina Terrace; thence North 83 degrees 51 minutes 30 seconds West along said parallel lines a distance of 1111.83 feet; thence North 47 degrees 10 minutes 28 seconds West a distance of 30.16 feet, to a point on said easterly line of a tract described in a

deed to the Commonwealth Edison Company recorded as Document Number R73-5156 which point is 44.71 feet northerly of said northerly line of Marina Terrace, as measured along said easterly line; thence South 42 degrees 50 minutes 04 seconds West along said easterly line a distance of 20.00 feet; thence South 47 degrees 10 minutes 28 seconds East a distance of 36.79 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.528 acres, more or less or 22,998 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2026 by and between _____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

PO NAME

By: _____
Signature

_____
Print Name and Title

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

By:_____

Its:_____

This instrument prepared by and after recording return to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description of Temporary Easement Area

Route:	TW-6/25 (Section 3)
Section:	7-37-8
	8-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0226 Temporary Easement1
Index No.:	03-08-101-004
	03-07-228-009

That part of the Northeast Quarter of Section 7, and the Northwest Quarter of Section 8, all in Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of Outlot A in Marina Terrace, a subdivision of part of said Northeast Quarter of Section 7 and part of said Northwest Quarter of Section 8, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 150329; thence South 83 degrees 51 minutes 30 seconds East along the northerly line of said Outlot A, a distance of 24.79 feet, to the easterly line of a tract described in a deed to the Commonwealth Edison Company recorded as Document Number R73-5156 on October 16, 1973 also being a line 163.00 feet northwesterly of and parallel with the northeasterly prolongation of the northwesterly line of said Marina Terrace; thence continuing South 83 degrees 51 minutes 30 seconds East along said northerly line of Outlot A and the northerly line of said Marina Terrace and along the northerly line of Unit Two Marina Terrace,being a subdivision of part of said Northeast Quarter of Section 7 and part of said Northwest Quarter of Section 8, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 153361, a distance of 1166.70 feet, to the westerly line of a 20 foot wide easement to Illinois-American Water Company per Document Number 2012-00024687; thence northerly along said westerly line being a non-tangential curve to the right, having a radius of 7692.50 feet, an arc length of 20.14 feet, a chord bearing of North 00 degrees 34 minutes 39 seconds West, and a chord distance of 20.14 feet, to a line 20.00 feet northerly of and parallel with said northerly lines of Marina Terrace and Unit Two Marina Terrace and the Point of Beginning; thence North 83 degrees 51 minutes 30 seconds West along said parallel lines a distance of 1111.83 feet; thence North 47 degrees 10 minutes 28 seconds West a distance of 30.16 feet, to a point on said easterly line of a tract described in a deed to the Commonwealth Edison Company recorded as Document Number R73-5156

which point is 44.71 feet northerly of said northerly line of Marina Terrace, as measured along said easterly line; thence North 42 degrees 50 minutes 04 seconds East along said easterly line a distance of 60.00 feet; thence South 47 degrees 10 minutes 28 seconds East a distance of 10.26 feet, to a line 80.00 feet northerly of and parallel with said northerly lines of Marina Terrace and Unit Two Marina Terrace; thence South 83 degrees 51 minutes 30 seconds East along said parallel line a distance of 1085.19 feet, to said westerly line of a 20 foot wide easement to Illinois-American Water Company per Document Number 2012-00024687; thence southerly along said westerly line being a non-tangential curve to the left, having a radius of 7692.50 feet, an arc length of 60.38 feet, a chord bearing of South 00 degrees 16 minutes 40 seconds East, and a chord distance of 60.38 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.541 acres, more or less or 67,122 square feet more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____, a _____, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, in hand paid by DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not grant to any other person or entity any easement right or other right to use, the Easement Premises below grade, at grade or above grade. Grantor hereby reserves the right to use that portion of the Easement Premises that does not contain any above-grade Grantee Facilities in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns,

heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2026.

[OWNER NAME]

_____

_____

GRANTEE: DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

_____
By: Paul May, General Manager

ATTEST:

_____
By: Danna Mundall, Clerk

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Paul May, as General Manager, and Danna Mundall, as Clerk of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), personally known to me 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 the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 3)
Section: 7-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0226 Permanent Easement 2

Index No.: 03-07-202-009

That part of the Northeast Quarter of Section 7, all in Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of Outlot A in Marina Terrace, a subdivision of part of said Northeast Quarter of Section 7 and part of the Northwest Quarter of Section 8, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 150329; thence North 83 degrees 51 minutes 30 seconds West along the northwesterly prolongation of the northerly line of said Marina Terrace also being the southerly line of Burnell Property per deed recorded February 1, 1957, as Document Number 117622 a distance of 161.00 feet, to the northerly prolongation of the easterly line of Commerce Road per Document Number 165394 and the Point of Beginning; thence South 42 degrees 50 minutes 04 seconds West along said northerly prolongation a distance of 551.18 feet, to a point that is 440.00 feet north of the most easterly corner of Unit One Commerce Industrial Park, a subdivision of part of said Northeast Quarter of Section 7, according to the plat thereof recorded as Document Number 165394, as measured along said northerly prolongation; thence North 46 degrees 49 minutes 55 seconds West a distance of 33.00 feet along a line the prolongation of which intersects the easterly right of way line of the Burlington Northern Railroad at a point an arc distance of 440.00 feet northerly of the most northerly corner of Lot 3 in said Unit One Commerce Industrial Park, as measured along said easterly right of way line having a radius of 11,509.29 feet; thence North 42 degrees 50 minutes 04 seconds East along a line 33.00 feet northerly of and parallel with said northerly prolongation of the easterly line of Commerce Road a distance of 526.39 feet, to said northwesterly prolongation of the northerly line of Marina Terrace also being the southerly line of said Burnell Property; thence South 83 degrees 51 minutes 30 seconds East along said line a distance of 41.15 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.408 acres, more or less or 17,780 square feet more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____, a _____, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, in hand paid by DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not grant to any other person or entity any easement right or other right to use, the Easement Premises below grade, at grade or above grade. Grantor hereby reserves the right to use that portion of the Easement Premises that does not contain any above-grade Grantee Facilities in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns,

heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2026.

[OWNER NAME]

_____

_____

GRANTEE: DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

_____
By: Paul May, General Manager

ATTEST:

_____
By: Danna Mundall, Clerk

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Paul May, as General Manager, and Danna Mundall, as Clerk of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), personally known to me 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 the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0104 Permanent Easement 1

Index No.: 03-01-376-014
03-01-376-013

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the intersection of the northerly line of a tract of land conveyed to Austin Bank of Chicago as Trustee by a warranty deed recorded July 17, 1996 as Document Number 9607491 and the center line of U.S. Route 30; thence North 63 degrees 52 minutes 42 seconds East along said northerly line a distance of 78.61 feet, to the Point of Beginning; thence South 59 degrees 52 minutes 41 seconds East a distance of 156.31 feet; thence South 71 degrees 07 minutes 41 seconds East a distance of 99.06 feet, to a point on the northerly line of 95th Street as dedicated to the City of Aurora per Document Number 2002-00022490, which point is 31.46 feet easterly of the northeasterly line of U.S. Route 30 as dedicated for public roadway purposes per Document Number 2003-00025705 as measured along said northerly line of 95th Street; thence North 63 degrees 52 minutes 42 seconds East along said northerly line a distance of 14.14 feet; thence North 71 degrees 07 minutes 41 seconds West a distance of 108.08 feet; thence North 59 degrees 52 minutes 41 seconds West a distance of 148.64 feet, to said northerly line of a tract of land conveyed to Austin Bank of Chicago as Trustee by a warranty deed recorded July 17, 1996 as Document Number 9607491; thence South 63 degrees 52 minutes 42 seconds West along said northerly line a distance of 12.03 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.059 acres, more or less or 2,560 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____, a _____, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, in hand paid by DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not grant to any other person or entity any easement right or other right to use, the Easement Premises below grade, at grade or above grade. Grantor hereby reserves the right to use that portion of the Easement Premises that does not contain any above-grade Grantee Facilities in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns,

heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2026.

[OWNER NAME]

_____

_____

GRANTEE: DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

_____
By: Paul May, General Manager

ATTEST:

_____
By: Danna Mundall, Clerk

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Paul May, as General Manager, and Danna Mundall, as Clerk of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), personally known to me 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 the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 4)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0104 Permanent Easement 2
Index No.: 03-01-301-083

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the intersection of the northerly line of a tract of land conveyed to Austin Bank of Chicago as Trustee by a warranty deed recorded July 17, 1996 as Document Number 9607491 and the center line of U.S. Route 30; thence North 63 degrees 52 minutes 42 seconds East along said northerly line a distance of 78.61 feet, to the Point of Beginning; thence North 59 degrees 52 minutes 41 seconds West a distance of 46.62 feet; thence North 48 degrees 37 minutes 41 seconds West a distance of 302.21 feet; thence North 37 degrees 22 minutes 41 seconds West a distance of 294.28 feet; thence North 27 minutes 07 minutes 41 seconds West a distance of 235.54 feet; thence North 26 degrees 07 minutes 41 seconds West a distance of 120.15 feet, to a point on the southerly line of the road known as Proclamation Drive as dedicated for public roadway purposes per Document Number 2003-00025705, which point is 15.49 feet easterly of the northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705 as measured along said southerly line; thence North 63 degrees 44 minutes 06 seconds East along said southerly line a distance of 10.00 feet; thence South 26 degrees 07 minutes 41 seconds East a distance of 72.40 feet; thence North 63 degrees 52 minutes 19 seconds East a distance of 13.00 feet; thence South 26 degrees 07 minutes 41 seconds East a distance of 20.00 feet; thence South 63 degrees 52 minutes 19 seconds West a distance of 13.00 feet; thence South 26 degrees 07 minutes 41 seconds East a distance of 27.69 feet; thence South 27 degrees 07 minutes 41 seconds East a distance of 234.56 feet; thence South 37 degrees 22 minutes 41 seconds East a distance of 292.40 feet; thence South 48 degrees 37 minutes 41 seconds East a distance of 300.24 feet; thence South 59 degrees 52 minutes 41 seconds East a distance of 52.32 feet, to said northerly line of a tract of land conveyed to Austin Bank of Chicago as Trustee by a warranty deed recorded July 17, 1996 as Document Number 9607491; thence South 63 degrees 52 minutes 42 seconds West along said northerly line a distance of 12.03 feet, to the

Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.235 acres, more or less or 10,250 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2026 by and between _____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

PO NAME

By: _____
Signature

_____
Print Name and Title

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

By:_____

Its:_____

This instrument prepared by and after recording return to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description of Temporary Easement Area

Route: TW-6/25 (Section 2)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0104 Temporary Easement 1

Index No.: 03-01-376-014
03-01-376-013

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the intersection of the northerly line of a tract of land conveyed to Austin Bank of Chicago as Trustee by a warranty deed recorded July 17, 1996 as Document Number 9607491 and the center line of U.S. Route 30; thence North 63 degrees 52 minutes 42 seconds East along said northerly line a distance of 57.97 feet, to the Point of Beginning; thence continuing North 63 degrees 52 minutes 42 seconds East along said northerly line a distance of 20.63 feet; thence South 59 degrees 52 minutes 41 seconds East a distance of 156.31 feet; thence South 71 degrees 07 minutes 41 seconds East a distance of 99.06 feet, to the northerly line of 95th Street as dedicated to the City of Aurora per Document Number 2002-00022490; thence South 63 degrees 52 minutes 42 seconds West along said northerly line a distance of 31.46 feet, to the northeasterly line of U.S. Route 30 as dedicated for public roadway purposes per Document Number 2003-00025705 being a non-tangential curve to the right; thence northerly along said northeasterly line of U.S. Route 30 being a non-tangential curve to the right having a radius of 1382.69 feet, an arc length of 248.00 feet, a chord bearing of North 62 degrees 16 minutes 03 seconds West, and a chord length of 247.67 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.106 acres, more or less or 4,617 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2026 by and between _____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

PO NAME

By: _____
Signature

_____
Print Name and Title

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

By:_____

Its:_____

This instrument prepared by and after recording return to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description of Temporary Easement Area

Route:	FW-1/25 (Section 4)
Section:	1-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0104 Temporary Easement 2
Index No.:	03-01-301-083

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the intersection of the northerly line of a tract of land conveyed to Austin Bank of Chicago as Trustee by a warranty deed recorded July 17, 1996 as Document Number 9607491 and the center line of U.S. Route 30; thence North 63 degrees 52 minutes 42 seconds East along said northerly line a distance of 57.97 feet, to the Point of Beginning; thence continuing North 63 degrees 52 minutes 42 seconds East along said northerly line a distance of 20.63 feet; thence North 59 degrees 52 minutes 41 seconds West a distance of 46.62 feet; thence North 48 degrees 37 minutes 41 seconds West a distance of 302.21 feet; thence North 37 degrees 22 minutes 41 seconds West a distance of 294.28 feet; thence North 27 minutes 07 minutes 41 seconds West a distance of 235.54 feet; thence North 26 degrees 07 minutes 41 seconds West a distance of 120.15 feet, to a point on the southerly line of the road known as Proclamation Drive as dedicated for public roadway purposes per Document Number 2003-00025705; thence South 63 degrees 44 minutes 06 seconds West along said southerly line a distance of 15.49 feet, to the northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence South 26 degrees 15 minutes 18 seconds East along said northeasterly line a distance of 272.45 feet; thence continuing southeasterly along said northeasterly line being a non-tangential curve to the left, having a radius of 1382.69 feet, an arc length of 725.73 feet, a chord bearing of South 42 degrees 05 minutes 35 seconds East, and a chord length of 717.43 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.453 acres, more or less or 19,720 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____, a _____, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, in hand paid by DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not grant to any other person or entity any easement right or other right to use, the Easement Premises below grade, at grade or above grade. Grantor hereby reserves the right to use that portion of the Easement Premises that does not contain any above-grade Grantee Facilities in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns,

heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2026.

[OWNER NAME]

_____

_____

GRANTEE: DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

_____
By: Paul May, General Manager

ATTEST:

_____
By: Danna Mundall, Clerk

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Paul May, as General Manager, and Danna Mundall, as Clerk of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), personally known to me 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 the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 4)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0707 Permanent Easement

Index No.: 03-01-301-081
03-01-301-082

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the intersection of the northerly line of the road known as Proclamation Drive as dedicated for public roadway purposes per Document Number 2003-00025705, with the northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence North 63 degrees 44 minutes 06 seconds East along said northerly line a distance of 15.63 feet, to the Point of Beginning; thence North 26 degrees 07 minutes 41 seconds West a distance of 1031.17 feet, to a point on the southerly line of the road known as Lincoln Station Drive as dedicated for public roadway purposes per said Document Number 2003-00025705, which point is 17.91 feet easterly of the northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705 as measured along said southerly line; thence North 63 degrees 44 minutes 06 seconds East along said southerly line a distance of 10.00 feet; thence South 26 degrees 07 minutes 41 seconds East a distance of 376.57 feet; thence North 63 degrees 52 minutes 19 seconds East a distance of 13.00 feet; thence South 26 degrees 07 minutes 41 seconds East a distance of 20.00 feet; thence South 63 degrees 52 minutes 19 seconds West a distance of 13.00 feet; thence South 26 degrees 07 minutes 41 seconds East a distance of 634.60 feet, to said northerly line of the road known as Proclamation Drive; thence South 63 degrees 44 minutes 06 seconds West a distance of 10.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.243 acres, more or less or 10,572 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2026 by and between _____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

PO NAME

By: _____
Signature

_____
Print Name and Title

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

By:_____

Its:_____

This instrument prepared by and after recording return to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description of Temporary Easement Area

Route: FW-1/25 (Section 4)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0707 Temporary Easement

Index No.: 03-01-301-081
03-01-301-082

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the intersection of the northerly line of the road known as Proclamation Drive as dedicated for public roadway purposes per Document Number 2003-00025705, with the northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence North 63 degrees 44 minutes 06 seconds East along said northerly line a distance of 15.63 feet; thence North 26 degrees 07 minutes 41 seconds West a distance of 1031.17 feet, to the southerly line of the road known as Lincoln Station Drive as dedicated for public roadway purposes per said Document Number 2003-00025705; thence South 63 degrees 44 minutes 06 seconds West along said southerly line a distance of 17.91 feet, to said northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence South 26 degrees 15 minutes 18 seconds East along said northeasterly line a distance of 1031.16 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.397 acres, more or less or 17,295 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

_____, a _____, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, in hand paid by DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, control cabinets and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), whether below grade or above grade:

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee; Grantor shall not grant to any other person or entity any easement right or other right to use, the Easement Premises below grade, at grade or above grade. Grantor hereby reserves the right to use that portion of the Easement Premises that does not contain any above-grade Grantee Facilities in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities, whether below grade or above grade, or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns,

heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2026.

[OWNER NAME]

_____

_____

GRANTEE: DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

_____
By: Paul May, General Manager

ATTEST:

_____
By: Danna Mundall, Clerk

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Paul May, as General Manager, and Danna Mundall, as Clerk of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), personally known to me 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 the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 4)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0708 Permanent Easement

Index No.: 03-01-301-080

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the intersection of the northerly line of the road known as Lincoln Station Drive as dedicated for public roadway purposes per Document Number 2003-00025705, with the northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence North 63 degrees 44 minutes 06 seconds East along said northerly line a distance of 18.04 feet, to the Point of Beginning; thence North 26 degrees 07 minutes 41 seconds West a distance of 260.97 feet; thence North 71 degrees 07 minutes 41 seconds West a distance of 26.39 feet, to said northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence North 26 degrees 15 minutes 18 seconds West along said northeasterly line a distance of 14.17 feet; thence South 71 degrees 07 minutes 41 seconds East a distance of 40.58 feet; thence South 26 degrees 07 minutes 41 seconds East a distance of 265.09 feet, to said northerly line of the road known as Lincoln Station Drive as dedicated for public roadway purposes per Document Number 2003-00025705; thence South 63 degrees 44 minutes 06 seconds West a distance of 10.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.068 acres, more or less or 2,966 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2026 by and between _____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

PO NAME

By: _____
Signature

_____
Print Name and Title

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

By:_____

Its:_____

This instrument prepared by and after recording return to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description of Temporary Easement Area

Route: FW-1/25 (Section 4)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0708 Temporary Easement

Index No.: 03-01-301-080

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the intersection of the northerly line of the road known as Lincoln Station Drive as dedicated for public roadway purposes per Document Number 2003-00025705, with the northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence North 63 degrees 44 minutes 06 seconds East along said northerly line a distance of 18.04 feet; thence North 26 degrees 07 minutes 41 seconds West a distance of 260.97 feet; thence North 71 degrees 07 minutes 41 seconds West a distance of 26.39 feet, to said northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence South 26 degrees 15 minutes 18 seconds East along said northeasterly line a distance of 279.68 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.114 acres, more or less or 4,957 square feet, more or less.

GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION

KAREN A. HEISE, AS SUCCESSOR TRUSTEE OF THE WILLIAM O. HEISE 2012 TRUST DATED FEBRUARY 2, 2012, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter"Grantee"), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, non-exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing watermains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is non-exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee's Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee's Facilities or the Easement Premises, shall not interfere with Grantee's access to the Easement Premises or Grantee's Facilities, and shall not connect or permit the connection of Grantee's Facilities to any of Grantor's facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor(i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes. Notwithstanding the previous sentence, the Grantee understands that the following easements have been granted and/or rights acquired regarding the Property and that the Grantee's easement shall be subject to the following: (1) rights of the Public, the State of Illinois, and the municipality in and to that part of the Property, if any, taken or used for road purposes; (2) easement dated December 8, 1941 and recorded December 9, 1941 in Book 98 Page 73 made by Adele M. Wooley to Illinois Bell Telephone Company recorded in the Kendall County Recorder's Office; (3) easement dated May 27, 1975 and recorded July 1, 1975 as Document No. 75-2883 made by Ollye Krug to Northern Illinois Gas Company recorded in the Kendall County Recorder's Office; and (4) easement dated August 30, 1976 and recorded October 27, 1976 as Document N0. 76-5418 made by Ollye Krug to Illinois Bell Telephone Company recorded in the Kendall County Recorder's Office.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

[Signatures on following pages]

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2026.

THE WILLIAM O. HEISE 2012 TRUST DATED FEBRUARY 2, 2012

By: _____
Karen A. Heise, Successor Trustee

GRANTEE: DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

_____
By: Paul May, General Manager

ATTEST:

_____
By: Danna Mundall, Clerk

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185

Property Address:
4033 Douglas Road, Oswego, Illinois
County: Kendall
Parcel No: 0339PE
PIN: 03-22-300-003, 03-22-300-004,
03-27-100-002, 03-27-100-003

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Karen A. Heise, as Successor Trustee of Grantor, 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 she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Paul May, as General Manager,and Danna Mundall, as Clerk of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), personally known to me 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 the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

Route:	FW-1/25 (Section 2)
Section:	27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0339 Permanent Easement
Index No.:	03-22-300-003 03-22-300-004 03-27-100-002 03-27-100-003

That part of the East Half of the Northwest Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along the south line of said East Half of the Northwest quarter a distance of 147.29 feet, to the Point of Beginning; thence North 36 degrees 18 minutes 16 seconds East a distance of 41.65 feet, to a line 33.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 1085.44 feet; thence North 43 degrees 31 minutes 00 seconds East a distance of 46.52 feet, to a line 66.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 26.66 feet, to the east line of said Northwest Quarter; thence South 01 degrees 20 minutes 18 seconds East along said east line a distance of 15.00 feet, to a line 51.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 20.43 feet; thence South 43 degrees 31 minutes 00 seconds West a distance of 46.52 feet, to a line 18.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 1084.30 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 22.72 feet, to said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said south line a distance of 18.93 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.409 acres, more or less or 17,807 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2026 by and between _____

(collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

PO NAME

By: _____
Signature

_____
Print Name and Title

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

By:_____

Its:_____

This instrument prepared by and after recording return to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0339 Temporary Easement 1
Index No.:	03-22-300-003 03-22-300-004 03-27-100-002 03-27-100-003

That part of the East Half of the Northwest Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along the south line of said East Half of the Northwest quarter a distance of 134.67 feet, to the Point of Beginning; thence continuing North 88 degrees 42 minutes 05 seconds East along said south line a distance of 12.62 feet; thence North 36 degrees 18 minutes 16 seconds East a distance of 41.65 feet, to a line 33.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 1085.44 feet; thence North 43 degrees 31 minutes 00 seconds East a distance of 46.52 feet, to a line 66.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 26.66 feet, to the east line of said Northwest Quarter; thence North 01 degrees 20 minutes 18 seconds West along said east line a distance of 30.00 feet, to a line 96.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 39.13 feet; thence South 43 degrees 31 minutes 00 seconds West a distance of 46.52 feet, to a line 63.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said parallel line a distance of 1062.48 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 79.52 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.808 acres, more or less or 35,207 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ___ day of _____, 2026 by and between _____ (collectively referred to as "Grantor") and the DUPAGE WATER COMMISSION, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (hereinafter "Grantee").

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the "Facilities") to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor's property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor's property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

W I T N E S S E T H

1. Incorporation of Recitals and Easement Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. Temporary Easement. Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the

Temporary Construction Easement Exhibit (the "Temporary Easement Area"), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Grantor's property in exercising its rights granted herein.

3. **Expiration**. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. **Liens**. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee's consultants or subcontractors ("Grantee's Agents"). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee's Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. **Restoration**. Grantee shall restore that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily

removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation**. Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance**. Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity**. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for

damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. **Exceptions**. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. **Damages**. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. **Grantee's Execution**. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. **Modification or Termination**. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. **Notices**. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR: _____
_____
_____
_____
Email:

with a copy to: _____
_____
_____
Email:

If to GRANTEE: Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to: Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

GRANTOR:

PO NAME

By: _____
Signature

_____
Print Name and Title

GRANTEE:

DUPAGE WATER COMMISSION,
a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

By:_____

Its:_____

This instrument prepared by and after recording return to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
pal@lbgalaw.com
630-773-8500

Property Address:
_____
_____

County: _____
Parcel No: _____
PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Grantor, 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY _____, as _____ of the DuPage Water Commission, a County Water Commission organized and operating under the Water Commission Act of 1985 (70 ILCS 3720), 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 the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2026.

_____
Notary Public

EXHIBIT A

Legal Description of Temporary Easement Area

Route:	FW-1/25 (Section 2)
Section:	27-37-8
County:	Kendall
Job No.:	23-R0494
Parcel:	0339 Temporary Easement 2
Index No.:	03-22-300-003 03-22-300-004 03-27-100-002 03-27-100-003

That part of the East Half of the Northwest Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along the south line of said East Half of the Northwest quarter a distance of 166.23 feet, to the Point of Beginning; thence North 36 degrees 18 minutes 16 seconds East a distance of 22.72 feet, to a line 18.00 feet north of and parallel with said south line of the East Half of the Northwest Quarter; thence North 88 degrees 42 minutes 05 seconds East along said parallel line a distance of 25.24 feet; thence South 36 degrees 18 minutes 16 seconds West a distance of 22.72 feet, to said south line of the East Half of the Northwest Quarter; thence South 88 degrees 42 minutes 05 seconds West along said south line a distance of 25.24 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.010 acres, more or less or 454 square feet, more or less.

Resolution #: R-86-26

Account: Revenue

Approvals: *Author / Manager / Finance / Admin*

PDM - - PDM

REQUEST FOR BOARD ACTION

Date: 11/9/2026

Description: **Pulte contract status, request to extend Governmental Approval Period**

Agenda Section: Executive Session

Originating Department: Administration

As discussed at the October Board of Commissioners meeting, the existing Pulte property purchase contract has reached its expiration date. Pulte has contacted the Commission and presented their request to extend the Governmental Approval Period.

A summary memorandum from DWC Attorney Phil Luetkehans will be provided under separate cover and this item will be discussed in Executive Session.

Recommended Motion:

To adopt Resolution R-86-26

DuPAGE WATER COMMISSION

RESOLUTION NO. R-86-26

A RESOLUTION AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO THE VACANT LAND PURCHASE AND SALE AGREEMENT WITH PULTE HOME COMPANY LLC FOR THE SALE OF 32.47 ACRES ADJACENT TO 75TH STREET IN UNINCORPORATED DUPAGE COUNTY

WHEREAS, the DuPage Water Commission (the "Commission") is a County Water Commission organized and existing under the laws of Illinois including, without limitation, the Water Commission Act of 1985 (the "Act") (70 ILCS 3720/0.001 *et seq*.) and the Illinois Municipal Code (65 ILCS 5/11-135-1 *et seq*.) (the "Code");

WHEREAS, the Commission owns various parcels of real property, including vacant land on 75th Street in unincorporated DuPage County (the "Property");

WHEREAS, the Commission has the power to sell, lease, transfer or dispose of real property as it deems appropriate in the exercise of its powers for its lawful purposes; and

WHEREAS, as expressed in Resolution No. R-47-25, the Commission previously approved entering into a Vacant Land Purchase and Sale Agreement (the "Agreement") with Pulte Home Company, LLC ("Pulte") to sell the Property;

WHEREAS, the Commission authorized the General Manager and the Commission's attorneys to take whatever steps necessary to complete the sale of the Property to Pulte in accordance with the terms of the Agreement;

WHEREAS, the Parties previously executed the First and Second Amendments to the Vacant Land Purchase and Sale Agreement, *inter alia*, extending the Governmental Approval Period;

WHEREAS, due to issues beyond its control, Pulte has withdrawn its zoning application to the City of Naperville after it obtained a positive recommendation from the Naperville Planning and Zoning Commission;

WHEREAS, Pulte is now seeking an extension of the Governmental Approval Period until May 31, 2027; and

WHEREAS, the Commission deems it to be in the best interests of the Commission to approve the Third Amendment to Vacant Land Purchase and Sale Agreement, attached hereto as Exhibit 1, modifying the Governmental Approval Period to May 31, 2027.

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 Commission approves the Third Amendment to Vacant Land Purchase and Sale Agreement attached hereto as Exhibit 1 and authorizes its execution by General Manager May on behalf of the Commission.

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

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____DAY OF _____, 2026.

_____
James F. Zay, Chairman

ATTEST:

_____
Danna Mundall, Clerk
Board/Resolutions/2026/R-86-26.docx

EXHIBIT 1

THIRD AMENDMENT TO VACANT LAND PURCHASE AGREEMENT

This Third Amendment to Vacant Land Purchase Agreement (this "**Third Amendment**") is entered into as of November ____, 2026 (the "**Date of this Amendment**"), by and between PULTE HOME COMPANY, LLC, a Michigan limited liability company (the "**Purchaser**") and DUPAGE WATER COMMISSION, organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (the "**Seller**"). Purchaser and Seller shall be collectively referred to herein as the "**Parties**."

RECITALS

WHEREAS, Seller and Purchaser entered into a Vacant Land Purchase Agreement for the purchase and sale of certain real property located in DuPage County (the "**County**"), Illinois (the "**Property**") having an Effective Date of June 19, 2025 (the "**Original Agreement**") as amended by the First Amendment to the Vacant Land Purchase Agreement dated August 29, 2025 (the "**First Amendment**"), and the Second Amendment to the Vacant Land Purchase Agreement dated October 16, 2025 (the "**Second Amendment**");

WHEREAS, the Original Agreement, the First Amendment, the Second Amendment, and this Third Amendment shall be collectively referred to herein as the "**Contract**";

WHEREAS, the Parties have agreed to extend the Governmental Approval Period from November 18, 2026 to November 23, 2026;

WHEREAS, the Parties now desire to further amend the Contract as provided in this Third Amendment.

NOW, THEREFORE, in consideration of the mutual premises and covenants of the Parties hereinafter expressed, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Governmental Approval Period**. The Parties hereby agree that the Governmental Approval Period will expire on May 31, 2027.

2. **Exhibit C**. Exhibit C attached to the Original Agreement is hereby deleted in its entirety and replaced with Exhibit C attached to this Second Amendment and incorporated herein by this reference.

3. **Ratification**. Except as specifically amended herein and as amended by this Third Amendment, all the terms and provisions of the Contract are hereby ratified and affirmed to be in full force and effect as of the date hereof. To the extent of any conflict between the Contract and this Third Amendment, the terms and provisions of this Third Amendment shall govern and control.

4. **Definitions**. Unless otherwise specified in this Third Amendment, the defined terms set forth in the Contract shall have the same definitions and meaning in this Third Amendment. Except as set forth herein, all other terms and conditions of the Contract, as amended, shall remain unchanged and in full force and effect.

5. **Counterparts**. It is understood and agreed that this Third Amendment may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the Parties hereto may not have executed the same counterpart. Delivery via PDF email transmission of a counterpart of this Third Amendment as executed by the Party making such delivery shall constitute good and valid execution and delivery of this Third Amendment for all purposes.

{Signature Pages to Follow}

IN WITNESS WHEREOF, the Parties hereby execute this Third Amendment to be effective as of the day and year first above written.

SELLER:

DUPAGE WATER COMMISSION, organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

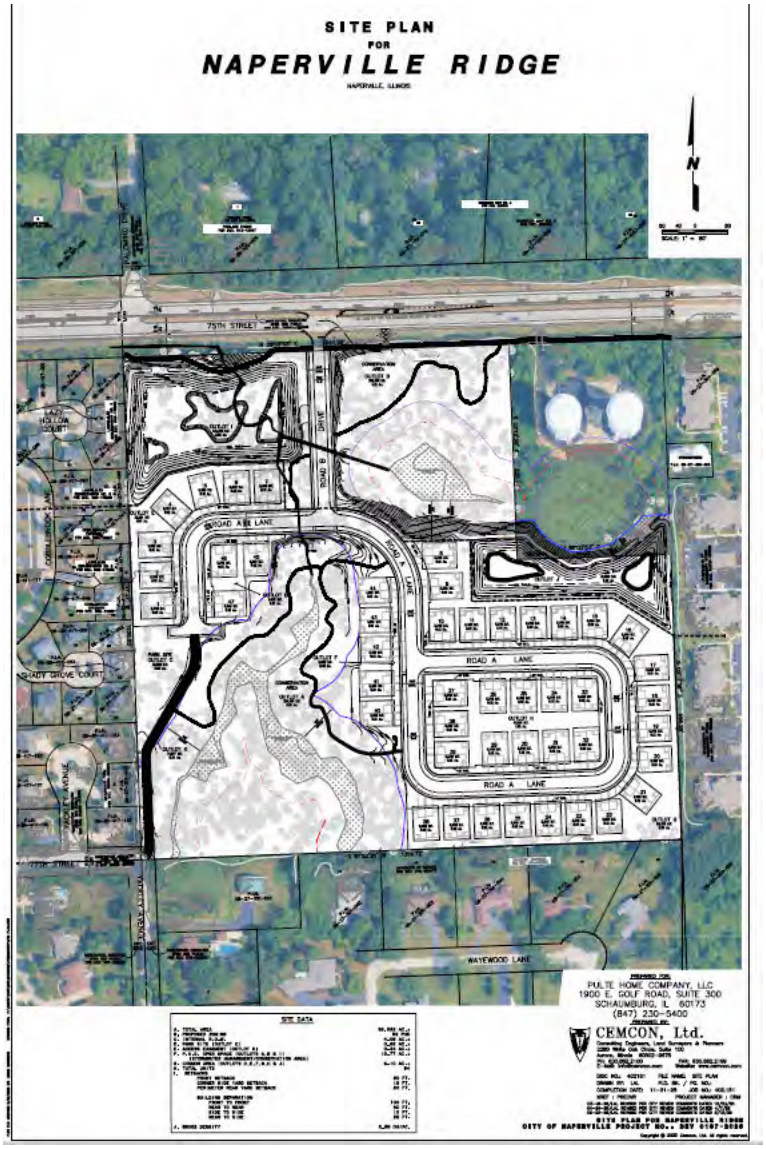
By: _____
Paul May
Its: General Manager
Date: _____

PURCHASER:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: _____
Rob Getz
Its: Vice President of Land Acquisition
Date: _____

Exhibit C
Purchaser's Layout



MEMORANDUM

To: Commissioners

From: Paul D. May, P.E., General Manager

Date: November 12, 2026

Subject: Luetkehans, Brady, Garner & Armstrong September 2026 Invoices

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of October 1, 2026 through October 31, 2026 recommend for approval. The invoices should be placed on the November 19, 2026 Commission meeting accounts payable.

October 2026
Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	$4,152.50	15.10	$275.00	Luetkehans (11.80 @ $275/hr.) Armstrong (3.00 @275/hr.) Garner (0.30 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
	$0.00				
Misc:	$42.56				
Total:	$4,195.06	15.10	$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	$10,642.50	38.70	$275.00	Luetkehans (22.30 @275/hr.) Armstrong (15.40 @275/hr) Gonzales (1.00 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Hinshaw & Culbertson	$850.50				
Barnes & Thornburg	$ -				
Total:	$11,493.00	38.70	$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	$11,192.50	40.70	$275.00	Luetkehans (9.80 @$275/hr.) Garner (30.20 @275/hr.) Armstrong (0.70 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Total:	$11,192.50	40.70	$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Construction	$6,050.00	22.00	$275.00	Luetkehans (9.80 @ $275/hr.) Armstrong (12.20 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00	0.00			
Total:	$6,050.00	22.00	$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	$385.00	1.40	$275.00	Luetkehans (1.40 @$275/hr)Garner (0.20 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Georges & Synowiecki - Statement 46	$1,575.00				
Misc:	$0.00				
Misc:	$0.00				
Total:	$1,960.00	1.40	$275.00		
Total of all invoices:	$34,890.56	117.90	$275.00		

MEMORANDUM

To: Commissioners

From: Paul D. May, P.E., General Manager

Date: November 12, 2026

Subject: Luetkehans, Brady, Garner & Armstrong September 2026 Invoices

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of September 1, 2026 through September 30, 2026 recommend for approval. The invoices should be placed on the November 19, 2026 Commission meeting accounts payable.

September 2026
Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	$4,180.00	15.20	$275.00	Luetkehans (9.40 @ $275/hr.) Armstrong (5.80 @275/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
	$0.00				
Misc:	$0.00				
Total:	$4,180.00	15.20	$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	$5,747.50	20.90	$275.00	Luetkehans (20.30 @275/hr.) Armstrong (0.60 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Hinshaw & Culbertson	$672.00				
Barnes & Thornburg	$ 9,142.00				
Total:	$15,561.50	20.90	$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	$8,057.50	29.30	$275.00	Luetkehans (11.50 @$275/hr.) Garner (11.20 @275/hr.) Armstrong (0.10 @275/hr) Gonzales 6.50 @ 275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00				
Total:	$8,057.50	29.30	$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Construction	$4,427.50	16.10	$275.00	Luetkehans (10.40 @ $275/hr.) Armstrong (5.70 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	$0.00	0.00			
Total:	$4,427.50	16.10	$275.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	$2,475.00	9.00	$275.00	Luetkehans (8.80 @$275/hr)Garner (0.20 @275/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Georges & Synowiecki - Statement 46	$2,282.50				
Misc:	$42.56				
Misc:	$0.00				
Total:	$4,800.06	9.00	$275.00		
Total of all invoices:	$37,026.56	90.50	$275.00		