



AGENDA – Board of Commissioners

Thursday, February 20, 2025 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 January 16, 2025 Regular Meeting of the DuPage Water Commission. (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 January 2025 Treasurer's Reports (Voice Vote).

- VI. Committee Reports

A. Finance Committee

1. Report of the 02/20/25 Finance Committee
2. Resolution No. R-15-25: A Resolution to Amend and Restate the Investment Policy of the DuPage Water Commission.

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

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

B. Administration Committee

1. Report of 02/20/25 Administration Committee
2. Resolution No. R-16-25: A Resolution Authorizing the Execution of a Consulting Agreement with Accenture LLP for Hexagon EAM Services for consulting support services in connection with the Commission’s Enterprise Asset Management platform, Hexagon EAM (formerly Infor) at a cost of \$93,600.00 for a 2-year agreement.

(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-18-25: A Resolution Ratifying a Retail Electric Service Agreement with Dynege Energy Services, LLC for the DuPage Pump Station.**

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

4. **Resolution No. R-19-25: A Resolution declaring certain real property surplus and authorizing a Notice of Public Sale requesting offers to purchase the real property.**

(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. **Request for Board Action: Authorization of a Consulting Agreement with Marquardt & Humes, Inc, in an amount not to exceed \$40,000**

(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. **Request for Board Action: Authorization of a Consulting Agreement with Tai, Ginsberg & Associates, in an amount not to exceed \$120,000**

(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)

RECOMMENDED MOTION: To adopt item numbers 2 through 6 under the Administration Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

C. **Engineering & Construction Committee**

1. **Report of 02/20/25 Engineering & Construction Committee**

2. **Resolution No. R-14-25: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-10/24. WO #1 to Volt Electric in the estimated amount of \$3,900.00, and WO#2 to Homestead Electrical Contracting in the estimated amount of \$4300.00.**

(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)

3. **Resolution No. R-17-25: A Resolution Approving Task Order No. 6 with Burns & McDonnell Engineering Co., for hydraulic model development and calibration at an estimated expense of \$120,000.**

(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).

RECOMMENDED MOTION: To adopt item numbers 2 and 3 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. January 2025

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$10,189,911.54 (January 2025) 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 \$4,336,275.00 (January 2025) 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 (Voice Vote).

XII. 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

January 16, 2025

I. The meeting was called to order by Chairman Zay at 6:34 PM

II. Roll Call

Commissioners in attendance: D. Bouckaert, N. Cuzzone, J. Fennell, D. Novotny, J. Pruyne, K. Romano, K. Rush, P. Suess, D. Van Vooren, J. Zay

Commissioners absent: D. Russo, F. Saverino

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

III. Public Comments

No public comment was offered.

IV. Oath of Office

Chairman Zay administered the Oath of Office for returning Commissioner Philip J. Suess, Municipal Representative District 4. Commissioner Suess has served since 2013 and will continue to serve through 2031. Chairman Zay thanked him for his ongoing service to the residents of DuPage County.

V. Approval of Minutes

Commissioner Cuzzone moved to approve the Minutes of the November 21, 2024 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Romano. Approved by a voice vote. All Aye, motion carried.

VI. Treasurer's Report

Financial Administrator Peterson presented the November 2024 and December 2024 Treasurer's Reports consisting of 13 pages each with pages 1 and 2 containing brief summaries of the reports.

November 2024:

Financial Administrator Peterson noted \$147.5 million of cash and investments on page 4, a decrease of \$1.8M from the previous month. Financial Administrator Peterson also pointed out the schedule of investments on pages 5 through 11 totaling \$142.7 million and the market yield on the total portfolio showed 3.77% which is down slightly from the prior month. On page 12, the statement of cash flows showed a decrease in cash and investments by about \$85.1 and operating activities decreased by approximately \$0.4 million. Also noted on page 13, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

December 2024:

Financial Administrator Peterson noted \$148.3 million of cash and investments on page 4, an increase of \$0.7M from the previous month. Financial Administrator Peterson also pointed out the schedule of investments on pages 5 through 11 totaling \$142.1 million and the market yield on the total portfolio showed 3.76% unchanged since the prior month. On page 12, the statement of cash flows showed a decrease in cash and investments by about \$78.9 and operating activities increased by approximately \$1.8 million. Also noted on page 13, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

Commissioner Rush moved to accept the November 2024 and December 2024 Treasurer's Report, seconded by Commissioner Romano, unanimously approved by a voice vote. All aye, motion carried.

VII. Committee Reports

A. Finance Committee

Item 1: Commissioner Suess gave a brief report of the Finance Committee meeting, including an overview of the PFM Presentation regarding investment performance.

Item 2: Resolution R-02-25: A Resolution to approve the renewal of the contract with Arthur J. Gallagher for insurance brokerage services, at a not to exceed cost of \$30,385 annually.

Commissioner Suess made a motion to approve Item 1, Resolution No. R-02-25, seconded by Commissioner Pruyn, unanimously approved by a Roll Call Vote.

Ayes: D. Bouckaert, N. Cuzzone, J. Fennell, D. Novotny, J. Pruyn, K. Rush, K. Romano, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: D. Russo, F. Saverino

B. Administration Committee

Item 1: Commissioner Cuzzone gave a brief report of the Administration Committee meeting.

Item 2: Resolution No. R-01-25: A Resolution Authorizing and Ratifying the disposal of certain personal property owned by the DuPage Water Commission.

Item 3: Resolution No. R-03-25: A Resolution Approving the purchase and installation of a network switch hardware, from Park Place Technologies, LLC., at a cost of \$70,013.36, in accordance with Article VIII of the DuPage Water Commission bylaws.

Item 4: Resolution No. R-05-25: A Resolution to Authorize the Execution of a Consulting Agreement with Park Place Technologies, LLC., for IT Network Managed Services, at a cost of \$ 2,560 per month or \$30,730 annually, in accordance with Article VIII of the

DuPage Water Commission bylaws.

- Item 5: Resolution No. R-08-25: A Resolution establishing procedures for offering surplus real property for sale.
- Item 6: Request for Board Action: To authorize the estimated expenditures for professional training in the approved FY 24/25 Management Budget.

Commissioner Cuzzone moved to adopt item numbers 2 through 6 under the Administration Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures seconded by Commissioner Van Vooren, unanimously approved by a Roll Call Vote.

Ayes: D. Bouckaert, N. Cuzzone, J. Fennell, D. Novotny, J. Pruyn, K. Rush, K. Romano, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: D. Russo, F. Saverino

C. Engineering & Construction Committee

- Item 1: Commissioner Fennell gave a brief report of the Engineering & Construction Committee.
- Item 2: Resolution No. R-04-25: A Resolution Approving the Purchase and Installation of Additional Security Cameras from Schneider Electric at an approximate cost of \$ 128,308.
- Item 3: Resolution No. R-06-25: A Resolution Authorizing the General Manager to Purchase Material and Labor Services for the High-Lift Pump Motors including Ancillary Equipment, at a cost not-to-exceed \$100,000 from WEG Electric Machinery.
- Item 4: Resolution No. R-07-25: A Resolution Authorizing Classen, White and Associates to Perform Surveying Services in relation to the Commission's Hydraulic Model at an estimated cost of \$34,019.
- Item 5: Resolution No. R-09-25: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 WAO No. 030 to Rossi Contractors, Inc., at an estimated cost of \$123,200, for frame and lid repair.
- Item 6: Resolution No. R-10-25: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 WAO No. 029 to Rossi Contractors, Inc., at an estimated cost of \$91,920, for cathodic protection modification.
- Item 7: Resolution No. R-11-25: A Resolution to Authorize Task Order No. 5 under a Master Services Agreement with Burns and McDonnell Engineering, Co., Inc., at a not to exceed amount of \$3,613,698

Item 8: Resolution No R-12-25: A Resolution Authorizing the General Manager to Purchase Frame and Lids from a Sole Source Manufacturer, Neenah Foundry Co., at a Cost Not-to-Exceed \$48,867.

Item 9: Resolution No. R-13-25: A Resolution Authorizing the General Manager to purchase three 48" butterfly valves for the WaterLink Project from Val-Matic Valve and Manufacturing Corp., at a not to exceed cost of \$176,126.

Commissioner Fennell moved to adopt items numbers 2 through 9 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures seconded by Commissioner Bouckaert, unanimously approved by a Roll Call Vote.

Ayes: D. Bouckaert, N. Cuzzone, J. Fennell, D. Novotny, J. Pruyn, K. Rush, K. Romano, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: D. Russo, F. Saverino

VIII. Accounts Payable

A. November and December 2024

Item 1: To approve the Accounts Payable in the amount of \$9,058,102.46 (November 2024), disbursements made with the concurrence of the Commission's Chairman and \$9,717,694.33 (December 2024), subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

Item 2: To approve the Accounts Payable in the amount of \$3,565,135.00 (November 2024), disbursements made with the concurrence of the Commission's Chairman and \$3,566,235.00 (December 2024), 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 combine and approve the accounts payable disbursements, with the estimated accounts payable for November and December 2024, Commissioner Cuzzone moved, seconded by Commissioner Rush and unanimously approved by a roll call vote.

Ayes: D. Bouckaert, N. Cuzzone, J. Fennell, D. Novotny, J. Pruyn, K. Rush, K. Romano, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: D. Russo, F. Saverino

IX. Chairman's Report

Chairman Zay began by informing the Board that County appointments remain delayed. He will provide an update when it becomes available. Regarding the damaging wildfires in California, Chairman Zay noted how fortunate DuPage County is to have a reliable and redundant water system to rely on for not only daily consumption but to support emergency activities including fire-fighting as well.

Chairman Zay brought forward a discussion regarding the Draft Source Water strategy memorandum prepared by General Manager Paul May which was sent to the Board to facilitate a discussion and obtain concurrence from the Board on next steps. Chairman Zay proposed sending a letter to the Mayor of the City of Chicago and all Chicago alderman indicating our frustration with the lack of good faith negotiations and establishing a date certain to terminate negotiations if no further progress is made. Commissioner Rush suggested that the Chief Financial Officer and Water Commissioners also be included on the letter and that the Commission should not wait more than 3 months for a reply. This suggestion was concurred with by those Commissioners present. Commissioner Suess noted that the 17-year length of the contract may be impacting no sense of urgency from the City of Chicago as they have many overlapping issues currently, despite the fact that there will be a significant financial impact to the City in the future. Chairman Zay concurred, noting that Chicago today received a credit downgrade based upon the proposed budget and inadequate revenue projections based upon current conditions. Commissioner Suess stressed the importance of updating the financial projections surrounding the project as it moves forward. Commissioner Van Vooren noted it will be important to consider the prospective governance structure with partners/participants as well. Commissioner Fennell commented that as time passes, it becomes increasingly important for the Commission to advance the project, and suggested that if the date certain passes, the Commission should be focused entirely on successfully constructing the project. Those Commissioners present indicated concurrence.

General Manager Paul May reminded the Commissioners the February committee meetings will include presentation of the FY 2025-26 Budget at the Committee of the Whole being at 6:00PM, the Regular Commission Meeting will be held at the regular time of 6:30PM, and Committees will meet at 5:45.

The Water Link project will be entering into the bidding phase in the next few months. Commissioners should expect to see a cycle of Resolutions/Ordinances to authorize negotiation for necessary right-of-way; this process will occur regularly over the next 12-18 months.

X. Old Business

No Old Business was offered.

XI. New Business

No New Business was offered.

XII. Executive Session

No Executive Session was held.

XIII. Adjournment

Commissioner Cuzzone made a motion to adjourn, seconded by Commissioner Romano, unanimously approved by a voice vote. All aye, motion carried.

Meeting adjourned at 7:04 PM.



MEMORANDUM

To: Chairman and Commissioners
From: Bill Fates, Treasurer
Date: 2/11/2025
Subject: TREASURER'S REPORT – January 31, 2025

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of January. 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 \$148.0 million on January 31st, a decrease of \$0.3 million compared to the previous month. Waterlink escrow balances decreased to \$1.5 million.
2. The balance in the BMO Harris checking account was \$4.7 million on January 31st, a decrease of approximately \$800,000 compared to last month. The BMO Harris money market account decreased to \$8.7 million at month-end due to a \$5 million transfer to the General Fund.
3. During the month of January, the IIIT money market accounts increased by \$0.3 million from the prior month. Commercial Paper and U.S. Treasury investments increased by \$4.9 million and \$1.4 million, respectively. Municipal Bonds decreased by \$0.7 million.
4. The current holdings of cash and investments are in compliance with the approved investment policy.
5. For the nine months ended January 31, 2025, the Commission's cash and investments decreased a total of \$80.7 million.
 - The Operating & Maintenance Account decreased by \$13.2 million for an ending balance of \$13.4 million.
 - The Waterlink Escrow Account increased by \$0.2 million.
 - The General Account decreased by approximately \$25.0 million for an ending balance of \$5.2 million.
 - The Operating Reserve Account decreased by approximately \$24.4 million for a balance of \$52.4 million.
 - The Long-Term Capital Reserve Account increased by approximately \$569,000 for a balance of \$27.9 million.

- The Capital Reserve Fund decreased by approximately \$18.8 million for a balance of \$49.2 million.

ACCOUNT	Balance 4/30/2024	Balance 01/31/2025	Increase (Decrease)
Operations & Maintenance	\$ 26,594,968	\$ 13,369,284	\$ (13,225,684)
Waterlink Escrow	8,625,503	8,848,766	223,263
General Account	30,205,428	5,238,841	(24,966,587)
Operating Reserve	76,810,001	52,365,081	(24,444,920)
Long-Term Capital Reserve	27,281,709	27,851,077	569,368
Capital Reserve	67,977,016	49,153,881	(18,823,135)
Total Cash & Investments	\$ 237,494,625	\$ 156,826,930	\$ (80,667,695)

Schedule of Investments (Pages 5-11)

1. The average yield to maturity on the Commission’s investments was 3.83%, up slightly from the prior month average yield to maturity of 3.77%.
2. The portfolio ended the month of January 2025 with \$1.8 million of unrealized losses, compared to \$5.3 million in unrealized losses on April 30, 2024.
3. The amortized cost of our investments was \$143.3 million on January 31st. The maturity distribution excluding money market accounts was as follows: 0-1 year 10%, >1<3 years 55%, >3<5 years 22%, and >5 years 13%.

Statement of Cash Flows (Page 12)

1. The statement of cash flows shows a breakdown of the \$78.9 million decrease in cash and investments for the fiscal year.
2. Operating activities decreased cash by approximately \$0.6 million as of the end of January 2025. Water sales receivables, which were at \$14.8 million on December 31, 2024, increased to \$15.9 million at the end of January.
3. The decrease in Loans Receivable increased cash by approximately \$339,000.
4. Capital Assets purchased were \$83.5 million. The Commission purchased 127 acres in Northbrook, IL, for \$80.4 million. Net escrow funds increased \$157,000.
5. Cash flow from investment activity generated approximately \$2.3 million of income.

Reserve Analysis (Page 13)

1. The Operating Reserve account was \$52.4 million, which is approximately 122 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was \$11.2 million which is a balance currently sufficient to cover an estimated 26 days of normal operation and maintenance costs.
2. The reserve analysis report shows the Commission has met all recommended reserve balances on January 31st.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bill Fates". The signature is written in a cursive style with a vertical line extending downwards from the end.

Bill Fates, CPA
Treasurer

DuPAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 1/31/2025

FUNDS CONSIST OF:

	1/31/2025	12/31/2024	Increase/(Decrease)
PETTY CASH	\$ 1,300.00	\$ 1,300.00	\$ -
OPERATING & MAINTENANCE	4,717,182.93	5,518,309.83	(801,126.90)
WATERLINK ESCROW	8,848,765.62	10,386,354.68	(1,537,589.06)
TOTAL CASH	\$ 13,567,248.55	\$ 15,905,964.51	\$ (2,338,715.96)
BMO HARRIS MONEY MARKET FUNDS	\$ 8,650,801.20	\$ 13,619,741.65	\$ (4,968,940.45)
IIIT MONEY MARKET FUNDS	1,184,252.90	860,564.44	323,688.46
U. S. TREASURY INVESTMENTS	62,421,733.88	60,999,807.46	1,421,926.42
U. S. AGENCY INVESTMENTS	6,901,891.74	6,889,976.80	11,914.94
MUNICIPAL BONDS	1,645,598.39	2,385,645.40	(740,047.01)
COMMERCIAL PAPER	4,882,194.16	0.00	4,882,194.16
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	32,639,371.97	32,920,688.70	(281,316.73)
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	24,933,837.22	25,058,041.29	(124,204.07)
TOTAL INVESTMENTS	\$ 143,259,681.46	\$ 142,734,465.74	\$ 525,215.72
TOTAL CASH AND INVESTMENTS	\$ 156,826,930.01	\$ 158,640,430.25	\$ (1,813,500.24)

	1/31/2025	12/31/2024	% CHANGE
IIIT MONEY MARKET FUNDS	0.8%	0.6%	37.6%
BMO HARRIS MONEY MARKET FUNDS	6.0%	9.5%	-36.5%
U. S. TREASURY INVESTMENTS	43.6%	42.7%	2.3%
U. S. AGENCY INVESTMENTS	4.8%	4.8%	0.2%
MUNICIPAL BONDS	1.1%	1.7%	-31.0%
COMMERCIAL PAPER	3.4%	0.0%	N/A
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	22.8%	23.1%	-0.9%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	17.4%	17.6%	-0.5%
TOTAL INVESTMENTS	99.9%	100.0%	0.4%

Note 1 - Investments are carried at amortized cost.

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/25
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	3.413%	01/31/25	02/01/25	1	3.413%	\$ 8,650,801.20	\$ 8,650,801.20	0.00	\$ 8,650,801.20	-
Water Fund General Account (01-121700)										
IIIT - Money Market	4.246%	01/31/25	02/01/25	1	4.246%	356,647.01	356,647.01	0.00	356,647.01	-
Credit Agricole CIB NY	0.000%	01/16/25	06/20/25	155	4.330%	1,000,000.00	981,356.94	1,924.44	983,281.38	-
Credit Indust ET NY	0.000%	01/15/25	07/14/25	180	4.350%	1,000,000.00	978,250.00	2,054.17	980,304.17	-
Cooperative Rabobank	0.000%	01/16/25	08/18/25	214	4.320%	1,000,000.00	974,320.00	1,920.00	976,240.00	-
Natixis NY	0.000%	01/16/25	09/12/25	239	4.340%	1,000,000.00	971,187.22	1,928.89	973,116.11	-
MUFG Bank LTD	0.000%	01/16/25	10/10/25	267	4.410%	1,000,000.00	967,292.50	1,960.00	969,252.50	-
	Weighted Avg Maturity			197	4.343%	\$ 5,356,647.01	\$ 5,229,053.67	\$ 9,787.50	\$ 5,238,841.17	\$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	4.246%	01/31/25	02/01/25	1	4.246%	360,481.69	360,481.69	0.00	360,481.69	-
US Treasury Notes	0.875%	10/26/21	06/30/26	515	1.150%	1,000,000.00	987,304.69	8,872.59	996,177.28	773.48
US Treasury Notes	0.625%	11/02/21	07/31/26	546	1.120%	750,000.00	732,744.14	11,822.91	744,567.05	12.95
US Treasury Notes	0.750%	01/05/22	08/31/26	577	1.350%	750,000.00	729,902.34	13,284.09	743,186.43	2,392.96
US Treasury Notes	0.875%	12/02/21	09/30/26	607	1.210%	600,000.00	590,648.44	6,129.82	596,778.26	1,788.46
US Treasury Notes	1.250%	02/14/22	11/30/26	668	1.920%	925,000.00	896,563.48	17,598.14	914,161.62	2,001.20
US Treasury Notes	1.250%	02/14/22	12/30/26	698	1.930%	800,000.00	774,937.50	15,240.14	790,177.64	883.98
US Treasury Notes	2.250%	10/10/24	02/15/27	745	3.950%	525,000.00	505,127.93	2,515.01	507,642.94	5,456.86
US Treasury Notes	2.375%	07/06/22	05/15/27	834	2.910%	650,000.00	634,333.99	8,309.87	642,643.86	3,326.31
US Treasury Notes	2.625%	06/03/22	05/31/27	850	2.920%	750,000.00	739,716.80	5,494.15	745,210.95	3,407.45
US Treasury Notes	2.625%	10/11/24	05/31/27	850	3.910%	775,000.00	750,236.33	2,782.22	753,018.55	3,521.03
US Treasury Notes	3.250%	08/05/22	06/30/27	880	2.780%	850,000.00	868,062.50	(9,192.70)	858,869.80	2,441.99
US Treasury Notes	4.375%	01/17/25	07/15/27	895	4.320%	225,000.00	225,307.62	(4.39)	225,303.23	462.28
US Treasury Notes	2.750%	08/05/22	07/31/27	911	2.770%	50,000.00	49,943.36	28.34	49,971.70	3.80
US Treasury Notes	0.500%	10/29/24	08/31/27	942	4.080%	500,000.00	452,539.06	4,160.01	456,699.07	1,063.54
US Treasury Notes	3.375%	10/03/24	09/15/27	957	3.520%	800,000.00	796,656.25	362.79	797,019.04	10,367.40
US Treasury Notes	3.875%	01/06/23	12/31/27	1,064	3.940%	580,000.00	578,187.50	753.88	578,941.38	1,986.74
US Treasury Notes	3.500%	02/02/23	01/31/28	1,095	3.640%	650,000.00	645,962.89	1,615.73	647,578.62	62.85
US Treasury Notes	2.750%	09/03/24	02/15/28	1,110	3.750%	2,625,000.00	2,540,712.89	9,477.52	2,550,190.41	33,347.49
US Treasury Notes	4.000%	03/03/23	02/29/28	1,124	4.240%	200,000.00	197,882.81	813.68	198,696.49	3,403.31
US Treasury Notes	1.125%	09/11/23	02/29/28	1,124	4.450%	200,000.00	173,320.31	8,321.06	181,641.37	957.18
US Treasury Notes	1.125%	08/02/24	02/29/28	1,124	3.990%	1,300,000.00	1,177,007.81	16,299.41	1,193,307.22	6,221.69
US Treasury Notes	3.500%	05/02/23	04/30/28	1,185	3.600%	1,500,000.00	1,493,320.31	2,346.13	1,495,666.44	13,487.57
US Treasury Notes	3.625%	06/05/23	05/31/28	1,216	3.700%	750,000.00	747,539.06	819.86	748,358.92	4,705.53
US Treasury Notes	4.375%	11/05/24	08/31/28	1,308	4.190%	1,100,000.00	1,107,003.91	(412.04)	1,106,591.87	20,473.07
US Treasury Notes	1.500%	01/04/24	11/30/28	1,399	3.970%	1,350,000.00	1,202,501.96	32,429.81	1,234,931.77	3,504.81
US Treasury Notes	1.375%	02/05/24	12/31/28	1,430	4.020%	1,100,000.00	971,652.34	25,941.85	997,594.19	1,337.02
US Treasury Notes	1.375%	03/05/24	01/31/29	1,461	4.280%	125,000.00	111,137.70	2,574.53	113,712.23	6.04
US Treasury Notes	4.000%	12/05/24	10/31/29	1,734	4.150%	1,200,000.00	1,192,078.13	235.56	1,192,313.69	12,331.49
US Treasury Notes	3.875%	01/07/25	12/31/29	1,795	4.360%	1,000,000.00	978,437.50	272.81	978,710.31	3,425.41
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	43	1.120%	395,000.00	395,000.00	0.00	395,000.00	1,663.83
FL ST Board of Admin Txb1 Rev	1.258%	09/16/20	07/01/25	151	1.110%	100,000.00	100,707.00	(645.52)	100,061.48	104.83
FL ST Board of Admin Txb1 Rev	1.258%	09/16/20	07/01/25	151	1.260%	410,000.00	410,000.00	0.00	410,000.00	429.82
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	773	2.890%	185,000.00	185,000.00	0.00	185,000.00	2,018.39
FN AL2092	3.000%	03/06/18	07/01/27	881	2.980%	44,489.77	44,545.38	(40.86)	44,504.52	111.22
FN AP4718	2.500%	07/20/18	08/01/27	912	2.750%	48,175.25	47,219.27	685.85	47,905.12	100.37
Fannie Mae Pool	3.500%	04/05/18	02/01/28	1,096	3.230%	71,876.31	73,515.98	(1,131.19)	72,384.79	209.64
Fannie Mae Pool	3.500%	04/05/18	03/01/28	1,125	3.230%	13,617.38	13,928.03	(212.52)	13,715.51	39.72
FR ZT1267	2.500%	08/21/19	05/01/28	1,186	2.320%	53,382.61	54,124.97	(461.15)	53,663.82	111.21
FN CA1940	4.000%	07/11/18	06/01/28	1,217	3.640%	58,811.52	60,557.49	(1,149.52)	59,407.97	196.04
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,247	2.720%	82,993.02	85,106.74	(1,427.75)	83,678.99	207.48
FG J32374	2.500%	02/17/22	11/01/28	1,370	2.220%	136,180.34	138,563.50	(1,044.35)	137,519.15	283.71
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,490	3.630%	37,795.31	38,958.70	(681.52)	38,277.18	125.98
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,796	3.000%	40,476.41	42,854.40	(1,562.14)	41,292.26	118.06
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	2,008	2.630%	80,728.89	84,273.39	(2,182.18)	82,091.21	201.82
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	2,100	2.960%	82,512.76	87,863.21	(3,243.67)	84,619.54	240.66
FR ZS7331	3.000%	02/13/20	12/01/30	2,130	2.600%	147,664.51	153,248.08	(2,548.12)	150,699.96	369.16
FN FM1082	3.000%	08/19/19	09/01/31	2,404	2.720%	93,195.85	95,889.79	(1,212.71)	94,677.08	232.99

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/25
FG G16720	3.500%	01/25/19	11/01/31	2,465 3.340%	79,627.31	80,908.81	(601.52)	80,307.29	232.25
FG G16635	3.000%	04/18/19	02/01/32	2,557 2.930%	138,945.77	140,047.58	(496.44)	139,551.14	347.36
FN FS2986	4.000%	10/21/22	10/01/32	2,800 4.370%	266,478.68	258,567.59	1,799.97	260,367.56	888.26
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,892 3.300%	86,625.11	88,628.32	(933.09)	87,695.23	252.66
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,923 3.730%	32,365.06	33,341.08	(441.16)	32,899.92	107.88
FN CA1455	4.000%	12/20/18	03/01/33	2,951 3.760%	118,904.36	121,997.74	(1,325.56)	120,672.18	396.35
FN BM5830	3.500%	06/05/19	04/01/34	3,347 3.180%	142,142.08	147,472.41	(2,016.69)	145,455.72	414.58
FN FM0047	3.000%	06/17/21	12/01/34	3,591 2.450%	165,071.10	175,517.01	(2,798.17)	172,718.84	412.68
FN FM2694	3.000%	06/05/19	03/01/35	3,681 2.570%	172,735.65	182,020.19	(3,002.00)	179,018.19	431.84
FR SB0759	4.500%	10/18/22	03/01/35	3,681 4.630%	196,076.98	193,626.02	450.55	194,076.57	735.29
FR SB0364	3.500%	06/21/21	06/01/35	3,773 2.830%	154,746.32	166,739.15	(3,083.87)	163,655.28	451.34
FR SB0666	4.000%	05/13/22	06/01/35	3,773 3.750%	306,479.09	314,524.18	(1,660.86)	312,863.32	1,021.60
FN FM3701	2.500%	07/27/20	07/01/35	3,803 2.040%	157,113.59	166,319.46	(2,767.22)	163,552.24	327.32
FR SB0361	3.000%	03/20/23	07/01/35	3,803 3.530%	271,561.66	257,347.11	2,145.77	259,492.88	678.90
FN FM5714	4.000%	03/19/21	11/01/35	3,926 3.230%	123,961.02	135,040.03	(2,908.24)	132,131.79	413.20
FHMS K058 A2	2.653%	04/12/23	08/01/26	547 4.020%	740,000.00	708,839.06	16,672.26	725,511.32	1,636.02
FHMS K061 A2	3.347%	05/24/23	11/01/26	639 4.310%	501,144.87	485,719.00	7,425.46	493,144.46	1,397.78
FHMS K063 A2	3.430%	05/24/23	01/01/27	700 4.340%	735,000.00	712,749.02	10,224.33	722,973.35	2,100.88
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	790 4.440%	765,000.00	733,055.27	13,493.89	746,549.16	2,067.41
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	1,217 3.400%	314,587.74	314,583.95	1.62	314,585.57	891.33
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,247 4.580%	692,532.41	680,791.82	3,533.96	684,325.78	2,413.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,370 4.780%	365,000.00	368,408.37	(696.94)	367,711.43	1,520.83
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,370 4.460%	638,190.56	638,189.28	0.39	638,189.67	2,369.28
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,400 4.380%	562,472.24	562,462.67	3.38	562,466.05	2,051.62
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,455 4.560%	319,220.61	319,210.75	3.23	319,213.98	1,212.51
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,551 4.800%	500,000.00	499,998.50	1.50	500,000.00	2,001.25
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,612 3.900%	379,895.42	379,880.97	5.00	379,885.97	1,235.29
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,612 4.330%	450,000.00	454,209.30	(353.85)	453,855.45	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,612 4.520%	515,000.00	468,368.36	4,497.30	472,865.66	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,674 4.340%	300,000.00	305,996.10	(317.86)	305,678.24	1,197.75
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	2,039 5.010%	572,630.64	572,614.04	2.50	572,616.54	2,389.30
FHR 4096 PA	1.375%	02/21/20	08/01/27	912 1.490%	93,470.82	92,711.38	501.31	93,212.69	107.10
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	943 1.690%	28,826.34	28,427.72	263.24	28,690.96	36.03
FHS 287 150	1.500%	12/21/17	10/01/27	973 1.840%	45,349.91	43,989.42	984.89	44,974.31	56.69
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	1,065 1.440%	50,248.04	49,535.53	445.22	49,980.75	52.34
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,186 1.860%	115,586.07	114,610.81	592.59	115,203.40	168.56
FNR 2013-19 GE	2.500%	10/25/19	03/01/33	2,951 2.400%	114,435.88	115,687.52	(490.54)	115,196.98	238.41
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,169 1.180%	195,362.05	196,323.60	(368.92)	195,954.68	488.41
FHR 5050 XL	1.000%	07/19/24	07/01/36	4,169 1.820%	157,063.15	153,332.89	768.46	154,101.35	130.89
FHR 4877 CA	3.000%	05/03/19	04/01/34	3,347 2.960%	334,486.35	304,957.48	1,002.30	305,959.78	278.74
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,234 3.740%	4,798.69	4,970.20	(46.66)	4,923.54	16.00
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,264 1.690%	394,860.13	358,952.53	925.55	359,878.08	329.05
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,934 1.550%	437,206.17	401,819.80	810.29	402,630.09	364.34
FNR 2013-75 PC	2.500%	04/15/20	04/01/43	6,634 2.200%	153,907.25	162,227.86	(1,728.39)	160,499.47	320.64
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,426 2.400%	85,468.17	87,097.40	(317.99)	86,779.41	178.06
FNR 2016-19 AH	3.000%	07/08/20	04/01/46	7,730 2.580%	73,740.92	79,625.79	(1,038.51)	78,587.28	184.35
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,821 1.160%	181,493.35	185,066.50	(615.35)	184,451.15	189.06
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,944 1.830%	117,455.30	121,749.76	(753.39)	120,996.37	195.76
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,826 3.840%	677,678.93	640,962.50	900.15	641,862.65	1,976.56
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	566 3.410%	770,000.00	702,617.30	41,758.94	744,376.24	3,787.97
Federal Home Loan Bank Notes	1.100%	08/03/22	08/20/26	566 3.000%	770,000.00	714,521.50	34,193.34	748,714.84	3,787.97
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	740 3.370%	740,000.00	662,492.40	42,434.33	704,926.73	2,917.45
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	754 3.240%	780,000.00	707,608.20	39,353.04	746,961.24	3,469.70
Citibank NA	4.929%	08/06/24	08/06/26	552 4.760%	375,000.00	376,173.75	(287.33)	375,886.42	8,985.16
Citigroup Inc	3.200%	05/20/24	10/21/26	628 5.360%	390,000.00	371,127.90	5,200.85	376,328.75	3,466.67
American Express Co	1.650%	06/20/24	11/04/26	642 5.270%	220,000.00	202,474.80	4,335.42	206,810.22	877.25
Roche Holdings Inc	5.265%	06/21/24	11/13/26	651 5.000%	170,000.00	170,977.50	(247.83)	170,729.67	1,939.28
Roche Holdings Inc	5.265%	06/21/24	11/13/26	651 5.010%	225,000.00	226,278.00	(323.88)	225,954.12	2,566.69
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	654 5.430%	255,000.00	243,619.35	3,095.61	246,714.96	1,859.38
Cisco Systems Inc	4.800%	08/06/24	02/26/27	756 4.270%	485,000.00	491,111.00	(1,151.23)	489,959.77	10,023.33
Bristol-Myers Squibb	3.250%	07/05/24	02/27/27	757 4.990%	400,000.00	382,928.00	3,506.96	386,434.96	5,561.11

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/25
American Honda Finance	4.900%	03/14/24	03/12/27	770	4.890%	100,000.00	100,041.00	(11.43)	100,029.57	1,891.94
American Honda Finance	4.900%	03/13/24	03/12/27	770	4.920%	115,000.00	114,936.75	17.85	114,954.60	2,175.74
Hormel Foods	4.800%	08/09/24	03/30/27	788	4.400%	250,000.00	251,990.00	(354.20)	251,635.80	4,033.33
BP Cap Markets America	3.588%	05/17/24	04/14/27	803	4.950%	250,000.00	240,860.00	2,102.15	242,962.15	2,666.08
JP Morgan Chase	1.158%	05/20/24	04/22/27	811	4.150%	400,000.00	371,984.00	6,389.56	378,373.56	1,735.80
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	840	5.410%	100,000.00	100,000.00	0.00	100,000.00	1,052.72
USAA Capital Corp	5.250%	06/03/24	06/01/27	851	5.360%	530,000.00	528,468.30	318.83	528,787.13	4,637.50
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	861	5.090%	330,000.00	330,000.00	0.00	330,000.00	2,331.54
John Deere Capital	4.900%	06/11/24	06/11/27	861	4.950%	375,000.00	374,535.00	94.27	374,629.27	2,552.08
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	861	5.040%	395,000.00	395,477.95	(95.79)	395,382.16	2,790.78
Analog Devices In	3.450%	09/27/24	06/15/27	865	3.960%	260,000.00	256,586.20	413.37	256,999.57	1,146.17
American Honda Finance	4.900%	07/10/24	07/09/27	889	4.950%	345,000.00	344,554.95	78.44	344,633.39	1,033.08
Aust & NZ Banking Group NY	4.900%	07/16/24	07/16/27	896	4.900%	590,000.00	590,000.00	0.00	590,000.00	1,204.58
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	906	4.600%	250,000.00	249,992.50	1.69	249,994.19	159.72
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	906	4.590%	250,000.00	250,090.00	(14.58)	250,075.42	159.72
Paccar Financial	4.450%	08/06/24	08/06/27	917	4.500%	255,000.00	254,660.85	52.47	254,713.32	5,516.15
Unilever Capital	4.250%	08/12/24	08/12/27	923	4.350%	100,000.00	99,733.00	39.78	99,772.78	1,995.14
Unilever Capital	4.250%	08/12/24	08/12/27	923	4.370%	150,000.00	149,484.00	76.45	149,560.45	2,992.71
BMW US Capital	4.600%	08/13/24	08/13/27	924	4.600%	375,000.00	374,970.00	5.16	374,975.16	8,050.00
Accenture Capital	3.900%	10/04/24	10/04/27	976	3.950%	70,000.00	69,909.70	9.34	69,919.04	887.25
Toyota Motor Credit Corp	4.350%	10/10/24	10/08/27	980	4.360%	175,000.00	174,931.75	6.81	174,938.56	2,347.19
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	980	4.340%	205,000.00	205,079.95	(7.43)	205,072.52	2,749.56
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	987	4.450%	345,000.00	345,000.00	0.00	345,000.00	4,389.56
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	987	4.450%	425,000.00	424,953.25	4.95	424,958.20	5,407.43
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	1,018	4.940%	375,000.00	374,587.50	27.29	374,614.79	3,879.17
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	1,074	4.860%	250,000.00	250,000.00	0.00	250,000.00	709.33
Wells Fargo Bank	5.450%	07/10/24	08/07/26	553	5.110%	365,000.00	367,390.75	(645.06)	366,745.69	9,614.71
Weighted Avg Maturity			1.405		3.661%	\$ 53,307,327.41	\$ 51,973,976.10	\$ 391,105.46	\$ 52,365,081.56	\$ 316,956.49
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	4.246%	01/31/25	02/01/25	1	4.246%	139,818.23	139,818.23	0.00	139,818.23	-
US Treasury Notes	2.375%	10/11/24	04/30/26	454	4.050%	135,000.00	131,619.73	662.06	132,281.79	823.71
US Treasury Notes	4.125%	12/04/24	02/15/27	745	4.190%	135,000.00	134,815.43	13.05	134,828.48	2,572.52
US Treasury Notes	2.250%	10/10/24	02/15/27	745	3.950%	210,000.00	202,051.17	1,006.01	203,057.18	2,182.74
US Treasury Notes	4.250%	09/27/24	03/15/27	773	3.530%	45,000.00	45,755.86	(103.69)	45,652.17	734.36
US Treasury Notes	0.500%	06/29/20	06/30/27	880	0.490%	105,000.00	105,041.02	(26.92)	105,014.10	46.41
US Treasury Notes	4.375%	01/17/25	07/15/27	895	4.320%	160,000.00	160,218.75	(3.12)	160,215.63	328.73
US Treasury Notes	0.500%	09/02/20	08/31/27	942	0.450%	110,000.00	110,369.53	(233.32)	110,136.21	233.98
US Treasury Notes	2.250%	05/01/19	11/15/27	1,018	2.440%	200,000.00	197,062.50	1,979.68	199,042.18	969.61
US Treasury Notes	0.625%	12/11/20	11/30/27	1,033	0.620%	200,000.00	200,109.38	(64.97)	200,044.41	216.35
US Treasury Notes	0.625%	01/05/21	12/31/27	1,064	0.660%	200,000.00	199,476.56	305.15	199,781.71	110.50
US Treasury Notes	2.875%	04/05/21	05/15/28	1,200	1.420%	385,000.00	422,717.97	(20,290.67)	402,427.30	2,384.98
US Treasury Notes	1.250%	06/04/21	05/31/28	1,216	1.230%	275,000.00	275,365.23	(191.21)	275,174.02	594.95
US Treasury Notes	1.250%	10/03/24	05/31/28	1,216	3.550%	300,000.00	276,562.50	2,003.65	278,566.15	649.04
US Treasury Notes	1.000%	08/02/21	07/31/28	1,277	0.990%	400,000.00	400,203.13	(101.60)	400,101.53	11.05
US Treasury Notes	1.125%	09/02/21	08/31/28	1,308	1.070%	400,000.00	401,359.38	(663.72)	400,695.66	1,914.36
US Treasury Notes	3.125%	05/01/19	11/15/28	1,384	2.470%	150,000.00	158,320.31	(5,018.45)	153,301.86	1,010.01
US Treasury Notes	1.138%	01/05/22	12/31/28	1,430	1.580%	250,000.00	246,601.56	1,495.47	248,097.03	303.87
US Treasury Notes	2.625%	06/03/19	02/15/29	1,476	2.120%	100,000.00	104,406.25	(2,571.87)	101,834.38	1,212.64
US Treasury Notes	2.625%	04/01/19	02/15/29	1,476	2.490%	150,000.00	151,769.53	(1,045.72)	150,723.81	1,818.95
US Treasury Notes	2.750%	06/03/22	05/31/29	1,581	2.950%	250,000.00	246,933.59	1,169.41	248,103.00	1,189.90
US Treasury Notes	3.250%	07/06/22	06/30/29	1,611	2.870%	500,000.00	511,992.19	(4,423.62)	507,568.57	1,436.46
US Treasury Notes	4.000%	08/23/24	10/31/29	1,734	3.750%	550,000.00	556,359.38	(496.22)	555,863.16	5,651.93
US Treasury Notes	4.000%	03/05/24	10/31/29	1,734	4.290%	600,000.00	591,398.44	1,386.41	592,784.85	6,165.75
US Treasury Notes	1.750%	02/03/20	11/15/29	1,749	1.560%	250,000.00	254,355.47	(2,223.47)	252,132.00	942.68
US Treasury Notes	3.500%	02/02/23	01/31/30	1,826	3.590%	350,000.00	348,044.92	558.59	348,603.51	33.84
US Treasury Notes	1.500%	03/04/22	02/15/30	1,841	1.820%	500,000.00	488,164.06	4,339.17	492,503.23	3,464.67

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
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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 01/31/25
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,612	3.900%	123,686.89	123,682.17	1.64	123,683.81	402.19
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,612	4.330%	240,000.00	242,244.96	(188.72)	242,056.24	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,612	4.550%	270,000.00	245,552.34	2,357.81	247,910.15	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,674	4.340%	160,000.00	163,197.92	(169.52)	163,028.40	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,977	3.340%	247,571.28	213,394.84	4,098.85	217,493.69	184.03
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	2,039	5.010%	199,175.87	199,170.09	0.88	199,170.97	831.06
FHR 4096 PA	1.375%	02/21/20	08/01/27	912	1.490%	24,239.94	24,043.00	130.00	24,173.00	27.77
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	1,065	1.440%	12,961.50	12,777.71	114.84	12,892.55	13.50
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,186	1.860%	29,521.00	29,271.92	151.35	29,423.27	43.05
Fannie Mae	2.500%	10/25/19	03/01/33	2,951	2.400%	29,155.68	29,474.57	(124.98)	29,349.59	60.74
Freddie Mac	3.000%	05/03/19	04/01/34	3,347	2.960%	36,066.85	36,244.37	(68.11)	36,176.26	90.17
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,169	1.180%	47,991.53	46,851.70	234.81	47,086.51	39.99
FHR 5050 XL	1.000%	07/19/24	07/01/36	4,169	1.820%	203,600.38	185,626.28	610.10	186,236.38	169.67
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,234	3.740%	1,055.75	1,093.48	(10.27)	1,083.21	3.52
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,264	1.690%	206,831.49	188,022.75	484.81	188,507.56	172.36
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,934	1.550%	230,660.33	211,991.25	427.50	212,418.75	192.22
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,426	2.400%	21,899.29	22,316.74	(81.48)	22,235.26	45.62
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,944	1.830%	29,610.53	30,693.16	(189.93)	30,503.23	49.35
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,826	3.840%	236,268.02	223,467.10	313.82	223,780.92	689.12
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	740	3.370%	245,000.00	219,338.70	14,049.20	233,387.90	965.91
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	754	3.240%	255,000.00	231,333.45	12,865.42	244,198.87	1,134.33
Fannie Mae Notes	0.750%	10/07/20	10/08/27	980	0.770%	210,000.00	209,699.70	185.02	209,884.72	494.38
Fannie Mae Notes	0.875%	08/05/20	08/05/30	2,012	0.930%	100,000.00	99,485.00	231.10	99,716.10	427.78
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,688	3.120%	230,000.00	237,378.40	(1,864.37)	235,514.03	1,118.06
National Rural Coop	1.000%	04/01/24	06/15/26	500	4.970%	100,000.00	91,799.00	3,098.61	94,897.61	127.78
Bristol Myers Squibb Co	3.200%	08/23/24	06/15/26	500	4.390%	100,000.00	97,941.00	484.37	98,425.37	408.89
Bristol Myers Squibb Co	3.200%	08/14/23	06/15/26	500	4.850%	130,000.00	124,373.60	2,904.13	127,277.73	531.56
Cooperat Rabobank	5.500%	11/03/23	06/15/26	500	5.760%	250,000.00	248,255.00	708.64	248,963.64	4,430.56
Citigroup Inc	3.200%	11/03/23	10/21/26	628	6.070%	135,000.00	124,615.80	4,355.92	128,971.72	1,200.00
American Express Co	1.650%	06/20/24	11/04/26	642	5.270%	120,000.00	110,440.80	2,364.78	112,805.58	478.50
National Rural Coop	5.600%	11/13/23	11/13/26	651	5.400%	100,000.00	100,560.00	(216.49)	100,343.51	1,213.33
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	654	5.430%	135,000.00	128,974.95	1,638.85	130,613.80	984.38
JPMorgan Chase & Co	5.110%	12/08/23	12/08/26	676	5.050%	250,000.00	250,392.50	(147.53)	250,244.97	1,880.76
Cisco Systems Inc	4.800%	02/26/24	02/26/27	756	4.850%	100,000.00	99,870.00	38.53	99,908.53	2,066.67
Cisco Systems Inc	4.800%	08/06/24	02/26/27	756	4.270%	155,000.00	156,953.00	(367.92)	156,585.08	3,203.33
Deere & Co Capital	4.850%	03/07/24	03/05/27	763	4.840%	200,000.00	200,056.00	(15.84)	200,040.16	3,933.89
State Street Corp Notes	4.993%	03/19/24	03/18/27	776	5.060%	50,000.00	49,902.50	26.79	49,929.29	922.32
State Street Corp Notes	4.993%	03/18/24	03/18/27	776	4.990%	80,000.00	80,000.00	0.00	80,000.00	1,475.71
Hormel Foods	4.800%	08/09/24	03/30/27	788	4.400%	130,000.00	131,034.80	(184.18)	130,850.62	2,097.33
BMW US Capital	4.900%	04/02/24	04/02/27	791	4.940%	190,000.00	189,773.90	59.68	189,833.58	3,077.47
Adobe Inc	4.850%	04/04/24	04/04/27	793	4.870%	80,000.00	79,960.00	10.47	79,970.47	1,261.00
BP Cap Markets America	3.588%	05/17/24	04/14/27	803	4.950%	135,000.00	130,064.40	1,135.16	131,199.56	1,439.69
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	840	5.410%	50,000.00	50,000.00	0.00	50,000.00	526.36
USAA Capital Corp	5.250%	06/03/24	06/01/27	851	5.360%	275,000.00	274,205.25	165.43	274,370.68	2,406.25
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	861	5.040%	400,000.00	400,484.00	(97.00)	400,387.00	2,826.11
Analog Devices In	3.450%	09/27/24	06/15/27	865	3.960%	135,000.00	133,227.45	214.63	133,442.08	595.13
American Honda Finance	4.900%	07/10/24	07/09/27	889	4.950%	185,000.00	184,761.35	42.06	184,803.41	553.97
Aust & NZ Banking Group NY	4.900%	07/16/24	07/16/27	896	4.900%	310,000.00	310,000.00	0.00	310,000.00	632.92
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	906	4.600%	130,000.00	129,996.10	0.88	129,996.98	83.06
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	906	4.590%	130,000.00	130,046.80	(7.58)	130,039.22	83.06
Paccar Financial	4.450%	08/06/24	08/06/27	917	4.500%	90,000.00	89,880.30	18.52	89,898.82	1,946.88
Unilever Capital	4.250%	08/12/24	08/12/27	923	4.350%	135,000.00	134,535.60	68.80	134,604.40	2,693.44
Accenture Capital	3.900%	10/04/24	10/04/27	976	3.950%	35,000.00	34,954.85	4.67	34,959.52	443.63
Toyota Motor Credit Corp	4.350%	10/10/24	10/08/27	980	4.360%	95,000.00	94,962.95	3.70	94,966.65	1,274.19
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	980	4.340%	100,000.00	100,039.00	(3.62)	100,035.38	1,341.25
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	987	4.450%	400,000.00	399,956.00	4.66	399,960.66	5,089.34
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	1,018	4.940%	200,000.00	199,780.00	14.56	199,794.56	2,068.89
Citibank NA	5.488%	12/04/23	12/04/26	672	5.490%	250,000.00	250,000.00	0.00	250,000.00	2,172.33
Weighted Avg Maturity			1,716		3.612%	\$ 28,185,600.57	\$ 27,773,791.06	\$ 77,285.87	\$ 27,851,076.93	\$ 191,236.74

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/25
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	4.246%	01/31/25	02/01/25	1	4.246%	327,305.97	327,305.97	0.00	327,305.97	-
US Treasury Notes	3.000%	12/07/22	10/31/25	273	4.130%	900,000.00	872,472.66	20,457.05	892,929.71	6,936.46
US Treasury Notes	3.875%	01/04/24	01/15/26	349	4.340%	2,500,000.00	2,477,832.03	11,771.13	2,489,603.16	4,549.38
US Treasury Notes	4.250%	02/05/24	01/31/26	365	4.390%	2,000,000.00	1,994,687.50	2,588.25	1,997,275.75	234.81
US Treasury Notes	2.375%	10/11/24	04/30/26	454	4.050%	240,000.00	233,990.63	1,177.00	235,167.63	1,464.36
US Treasury Notes	0.750%	05/05/23	04/30/26	454	3.830%	1,750,000.00	1,599,062.50	88,265.93	1,687,328.43	3,371.89
US Treasury Notes	3.625%	06/02/23	05/15/26	469	3.990%	175,000.00	173,229.49	1,001.87	174,231.36	1,366.89
US Treasury Notes	3.625%	09/27/24	05/15/26	469	3.670%	350,000.00	349,753.91	51.69	349,805.60	2,733.77
US Treasury Notes	3.625%	10/10/24	05/15/26	469	4.030%	350,000.00	347,839.84	413.99	348,253.83	2,733.77
US Treasury Notes	0.875%	06/04/24	06/30/26	515	4.830%	850,000.00	784,457.03	20,191.02	804,648.05	657.46
US Treasury Notes	1.500%	08/02/24	08/15/26	561	4.250%	200,000.00	189,382.81	2,512.85	191,895.66	1,385.87
US Treasury Notes	4.375%	02/06/24	08/15/26	561	4.040%	750,000.00	756,035.16	(2,365.57)	753,669.59	15,157.95
US Treasury Notes	1.500%	09/30/24	08/15/26	561	3.580%	1,800,000.00	1,732,710.94	11,754.41	1,744,465.35	12,472.83
US Treasury Notes	3.500%	10/03/24	09/30/26	607	3.620%	2,200,000.00	2,194,757.81	854.52	2,195,612.33	26,230.77
US Treasury Notes	1.125%	10/29/24	10/31/26	638	4.110%	1,200,000.00	1,131,609.38	8,673.75	1,140,283.13	3,468.23
US Treasury Notes	1.250%	09/03/24	11/30/26	668	3.840%	2,500,000.00	2,362,109.38	24,583.54	2,386,692.92	5,408.65
US Treasury Notes	4.000%	12/05/24	01/15/27	714	4.220%	4,000,000.00	3,982,187.50	1,283.39	3,983,470.89	7,513.81
US Treasury Notes	4.125%	12/04/24	02/15/27	745	4.190%	335,000.00	334,541.99	32.40	334,574.39	6,383.66
US Treasury Notes	2.250%	11/05/24	02/15/27	745	4.180%	1,875,000.00	1,796,923.83	7,834.00	1,804,757.83	19,488.79
US Treasury Notes	4.250%	01/07/25	03/15/27	773	4.220%	2,075,000.00	2,076,053.71	(31.19)	2,076,022.52	33,862.05
New York St Dorm Auth Municipal Bonds	2.566%	03/25/22	03/15/25	43	2.570%	190,000.00	190,000.00	0.00	190,000.00	1,841.82
Connecticut St Txbl	5.050%	06/22/23	05/15/26	469	4.550%	90,000.00	91,206.90	(669.99)	90,536.91	959.50
FN AL2092	3.000%	03/06/18	07/01/27	881	2.980%	33,904.20	33,946.59	(31.14)	33,915.45	84.76
Fannie Mae Pool	3.500%	04/05/18	02/01/28	1,096	3.230%	59,897.01	61,263.40	(942.66)	60,320.74	174.70
Fannie Mae Pool	3.500%	04/05/18	03/01/28	1,125	3.230%	31,773.93	32,498.77	(495.88)	32,002.89	92.67
Fannie Mae Pool	3.500%	04/05/18	04/01/28	1,156	3.240%	39,649.93	40,517.27	(588.45)	39,928.82	115.65
FR ZT1267	2.500%	08/21/19	05/01/28	1,186	2.320%	36,498.78	37,006.34	(315.29)	36,691.05	76.04
FN CA1940	4.000%	07/11/18	06/01/28	1,217	3.640%	42,568.38	43,832.13	(832.03)	43,000.10	141.89
FG J32374	2.500%	02/17/22	11/01/28	1,370	2.220%	123,843.41	126,010.67	(949.74)	125,060.93	258.01
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,490	3.630%	22,333.60	23,021.06	(402.72)	22,618.34	74.45
FN FS2986	4.000%	10/21/22	10/01/32	2,800	4.370%	245,980.34	238,677.79	1,661.51	240,339.30	819.93
FR SB0364	3.500%	06/21/21	06/01/35	3,773	2.830%	138,793.13	149,549.60	(2,765.95)	146,783.65	404.81
FHMS K058 A2	2.653%	04/12/23	08/01/26	547	4.020%	675,000.00	646,576.17	15,207.80	661,783.97	1,492.31
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	578	5.050%	340,855.41	318,034.08	8,668.08	326,702.16	554.00
FHMS K061 A2	3.347%	05/24/23	11/01/26	639	4.310%	457,355.51	443,277.52	6,776.64	450,054.16	1,275.64
FHMS K063 A2	3.430%	05/24/23	01/01/27	700	4.340%	675,000.00	654,565.43	9,389.69	663,955.12	1,929.38
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	820	4.920%	309,678.67	294,448.76	2,571.26	297,020.02	789.94
FHMS K066 A2	3.117%	08/15/24	06/01/27	851	4.170%	500,000.00	485,722.66	2,174.39	487,897.05	1,298.75
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	881	4.320%	505,000.00	487,325.00	780.12	488,105.12	1,222.68
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	973	3.950%	493,352.73	465,370.38	7,349.40	472,719.78	948.88
FHMS K070 A2	3.303%	07/05/24	11/01/27	1,004	4.930%	500,000.00	475,136.72	3,894.33	479,031.05	1,376.25
FHMS K505 A1	4.612%	07/20/23	02/25/28	1,120	4.610%	629,635.16	629,621.92	4.41	629,626.33	2,419.90
FHMS K506 A1	4.650%	09/14/23	05/01/28	1,186	5.010%	641,361.06	631,769.52	2,579.59	634,349.11	2,485.27
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	1,217	5.000%	474,722.39	470,828.18	758.34	471,586.52	1,889.79
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,247	4.580%	616,115.05	605,669.97	3,144.00	608,813.97	2,146.73
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,704	3.410%	712,562.59	628,613.80	0.00	628,613.80	615.18
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,704	3.710%	779,433.18	705,234.79	9,845.16	715,079.95	1,158.11

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
January 31, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/25
FHR 4096 PA	1.375%	02/21/20	08/01/27	912	1.490%	62,987.24	62,475.47	337.82	62,813.29	72.17
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	943	1.690%	19,737.76	19,464.82	180.24	19,645.06	24.67
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,186	1.860%	79,252.49	78,583.80	406.31	78,990.11	115.58
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,169	1.180%	142,520.26	139,135.41	697.30	139,832.71	118.77
FHR 5050 XL	1.000%	07/16/24	07/01/36	4,169	1.820%	319,943.46	291,698.45	958.73	292,657.18	266.62
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,234	3.740%	3,263.14	3,379.77	(31.73)	3,348.04	10.88
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,264	1.690%	376,057.26	341,859.55	881.47	342,741.02	313.38
FHR 5277 CA	2.500%	04/08/24	12/01/39	5,417	3.140%	342,148.72	314,803.55	1,416.32	316,219.87	712.81
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,934	1.550%	415,188.59	381,584.27	769.49	382,353.76	345.99
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,426	2.400%	57,485.71	58,581.53	(213.88)	58,367.65	119.76
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	566	3.410%	705,000.00	643,305.45	38,233.83	681,539.28	3,468.21
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	698	4.060%	975,000.00	895,118.25	34,619.80	929,738.05	1,784.11
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	740	3.370%	675,000.00	604,300.50	38,706.99	643,007.49	2,661.19
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	754	3.240%	710,000.00	644,104.90	35,821.35	679,926.25	3,158.32
National Rural Coop	1.000%	04/01/24	06/15/26	500	4.970%	255,000.00	234,087.45	7,901.47	241,988.92	325.83
Bristol Myers Squibb Co	3.200%	08/23/24	06/15/26	500	4.390%	265,000.00	259,543.65	1,283.58	260,827.23	1,083.56
Walt Disney Notes	1.850%	06/17/24	07/30/26	545	5.090%	200,000.00	187,132.00	3,632.33	190,764.33	10.28
Citibank NA	4.929%	08/06/24	08/06/26	552	4.760%	360,000.00	361,126.80	(275.84)	360,850.96	8,625.75
Citigroup Inc	3.200%	05/20/24	10/21/26	628	5.360%	370,000.00	352,095.70	4,934.14	357,029.84	3,288.89
American Express Co	1.650%	06/20/24	11/04/26	642	5.270%	200,000.00	184,068.00	3,941.30	188,009.30	797.50
Roche Holdings Inc	5.265%	06/21/24	11/13/26	651	5.010%	160,000.00	160,920.00	(233.25)	160,686.75	1,825.20
Roche Holdings Inc	5.265%	06/21/24	11/13/26	651	5.010%	225,000.00	226,278.00	(323.88)	225,954.12	2,566.69
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	654	5.430%	240,000.00	229,288.80	2,913.51	232,202.31	1,750.00
Cisco Systems Inc	4.800%	08/06/24	02/26/27	756	4.270%	460,000.00	465,796.00	(1,091.89)	464,704.11	9,506.67
Cooperat Rabobank UA/NY	5.041%	03/05/24	03/05/27	763	5.040%	500,000.00	500,000.00	0.00	500,000.00	10,222.03
American Honda Finance	4.900%	03/14/24	03/12/27	770	4.890%	85,000.00	84,953.25	13.20	84,966.45	1,608.15
American Honda Finance	4.900%	03/13/24	03/12/27	770	4.920%	90,000.00	90,036.90	(10.29)	90,026.61	1,702.75
Hormel Foods	4.800%	08/09/24	03/30/27	788	4.400%	230,000.00	231,830.80	(325.86)	231,504.94	3,710.67
BMW US Capital	4.900%	04/02/24	04/02/27	791	4.940%	500,000.00	499,405.00	157.05	499,562.05	8,098.61
BP Cap Markets America	3.588%	05/17/24	04/14/27	803	4.950%	250,000.00	240,860.00	2,102.15	242,962.15	2,666.08
JP Morgan Chase	1.158%	05/20/24	04/22/27	811	4.150%	380,000.00	353,384.80	6,070.08	359,454.88	1,649.01
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	840	5.410%	90,000.00	90,000.00	0.00	90,000.00	947.45
USAA Capital Corp	5.250%	06/03/24	06/01/27	851	5.360%	500,000.00	498,555.00	300.78	498,855.78	4,375.00
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	861	5.090%	315,000.00	315,000.00	0.00	315,000.00	2,225.56
John Deere Capital	4.900%	06/11/24	06/11/27	861	4.950%	350,000.00	349,566.00	87.98	349,653.98	2,381.94
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	861	5.040%	385,000.00	385,465.85	(93.37)	385,372.48	2,720.13
Analog Devices In	3.450%	09/27/24	06/15/27	865	3.960%	245,000.00	241,783.15	389.52	242,172.67	1,080.04
American Honda Finance	4.900%	07/10/24	07/09/27	889	4.950%	325,000.00	324,580.75	73.89	324,654.64	973.19
Aust & NZ Banking Group NY	4.900%	07/16/24	07/16/27	896	4.900%	280,000.00	280,000.00	0.00	280,000.00	571.67
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	906	4.590%	235,000.00	235,084.60	(13.71)	235,070.89	150.14
Paccar Financial	4.450%	08/06/24	08/06/27	917	4.500%	245,000.00	244,674.15	50.41	244,724.56	5,299.83
Accenture Capital	3.900%	10/04/24	10/04/27	976	3.950%	70,000.00	69,909.70	9.34	69,919.04	887.25
Toyota Motor Credit Corp	4.350%	10/10/24	10/08/27	980	4.360%	165,000.00	164,935.65	6.42	164,942.07	2,213.06
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	980	4.340%	195,000.00	195,076.05	(7.07)	195,068.98	2,615.44
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	987	4.450%	330,000.00	330,000.00	0.00	330,000.00	4,198.71
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	987	4.450%	405,000.00	404,955.45	4.72	404,960.17	5,152.96
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	1,018	4.940%	360,000.00	359,604.00	26.20	359,630.20	3,724.00
Wells Fargo Bank	5.450%	07/10/24	08/07/26	553	5.110%	345,000.00	347,259.75	(609.71)	346,650.04	9,087.88
Weighted Avg Maturity			880		4.148%	\$ 50,236,205.06	\$ 48,702,322.46	\$ 451,558.14	\$ 49,153,880.60	\$ 303,282.82
TOTAL ALL FUNDS					3.829%	\$ 145,736,581.25	\$ 142,329,944.49	\$ 929,736.97	\$ 143,259,681.46	\$ 811,476.05
Less: Net Unsettled Trades										
90 DAY US TREASURY YIELD					4.31%					
3 month US Treasury Bill Index					4.31%					
0-3 Year US Treasury Index					4.16%					
1-3 Year US Treasury Index					4.22%					
1-5 Year US Treasury Index					4.24%					
1-10 Year US Treasury Index					4.30%					
January 31, 2025								\$	143,259,681.46	

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2024 to January 31, 2025

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 114,649,446
Cash payments to suppliers	(111,855,401)
Cash payments to employees	(3,373,071)
Net cash from operating activities	<u>(579,026)</u>

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

Cash received from sales taxes	11,143
Cash received/paid from long term loans	374,810
Cash payments for net pension activity	0
Net cash from noncapital financing activities	<u>385,953</u>

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	0
Principal paid	0
Escrow activity	174,718
Construction and purchase of capital assets	(83,522,471)
Net cash from capital and related financing activities	<u>(83,347,753)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	<u>2,873,130</u>
Net cash from investing activities	2,873,130

Net Increase (Decrease) in cash and investments (80,667,695)

CASH AND INVESTMENTS, MAY 1, 2024 237,494,625

CASH AND INVESTMENTS, JANUARY 31, 2025 \$ 156,826,930

January 31, 2025
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT

	1/31/2025		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
TABLE 1	A	B	C
RESERVE ANALYSIS			
A .Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 51,678,239 120	\$ 52,365,082 122	\$ 686,843
B. Capital Reserve	\$ 35,600,000	\$ 48,279,503	\$ 12,679,503
C. Long Term Water Capital Reserve	\$ 26,725,000	\$ 27,851,077	\$ 1,126,077
D. O+M Account (1)	\$ 11,723,740	\$ 11,165,445	\$ (558,296)
E. Current Construction Obligation	\$ 874,378	\$ 874,378	\$ -
F. Customer Construction Escrows (2)	\$ 11,052,605	\$ 11,052,605	\$ -
G. Waterlink - DWC Improvements	\$ 32,000,000	\$ -	\$ (32,000,000)
H. Alternative Water Source	\$ 15,150,000	\$ -	\$ (15,150,000)
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 184,803,962	\$ 151,588,089	\$ (33,215,873)

TABLE 2	
OTHER CASH	
G. General Fund	\$ 5,238,841
TOTAL TABLE 2-OTHER CASH	\$ 5,238,841
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2	\$ 156,826,930

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

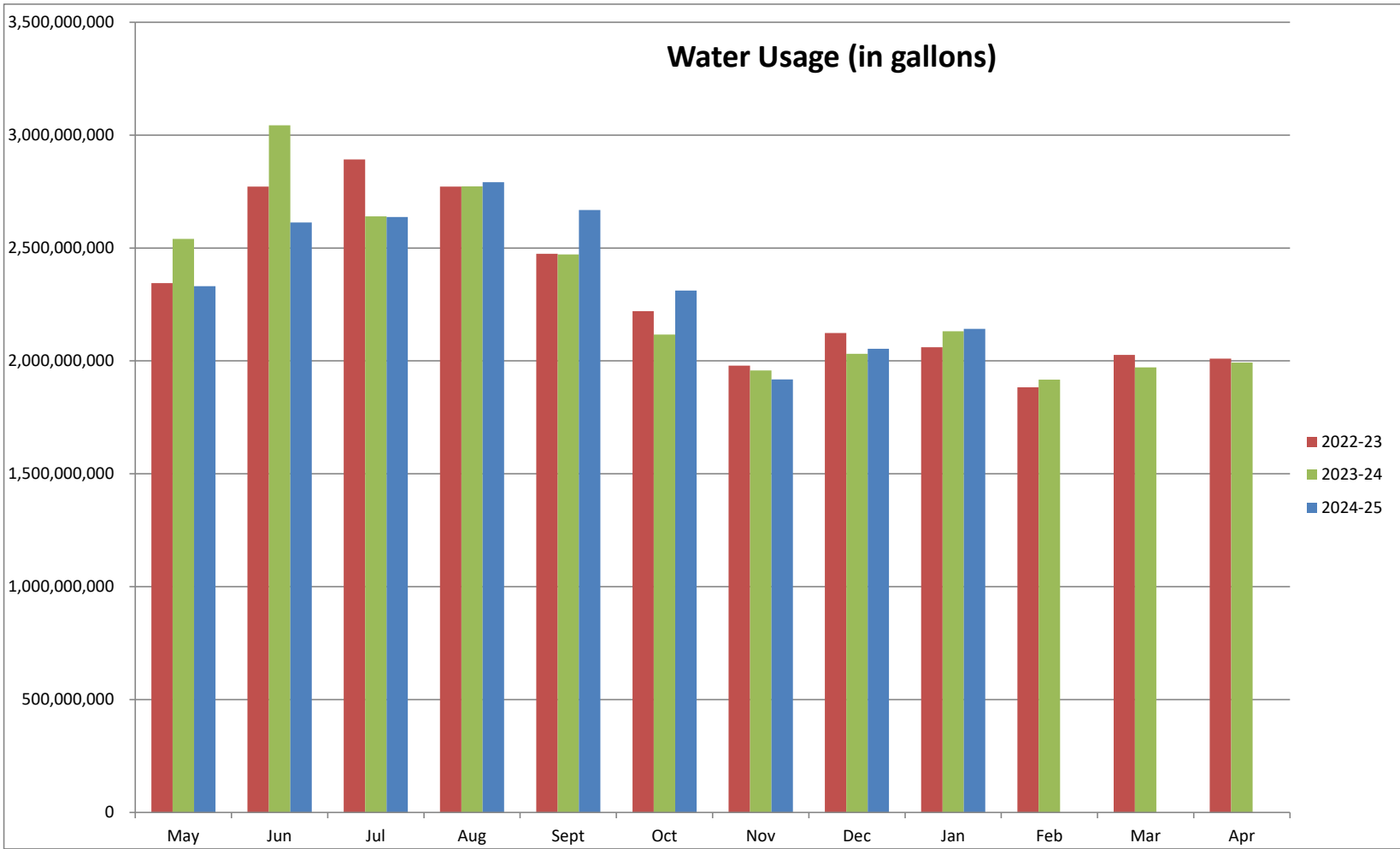


MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 2/11/2025
Subject: Financial Report – January 31, 2025

- Water sales to Commission customers for January 2025 were 26.4 million gallons (1.3%) above January 2024 and increased by 81.8 million gallons compared to December 2024. Year-to-date water sales are down by 164.3 million gallons or 0.8% compared to the prior fiscal year.
- Water sales to Commission customers for January were 159.0 million gallons (8.3%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 1,243.3 million gallons (6.3%) above the budgeted anticipated/forecasted sales.
- For the month of January, water billings to customers for O&M costs were \$11.6 million and water purchases from the City of Chicago were \$10.1 million. Water billing receivables at the January month end (\$15.9 million) were up compared to the prior month (\$14.8 million) primarily due to higher water sales and timing of receivables.
- For the nine months ended January 31, 2025, \$120.2 million of the \$143.7 million revenue budget has been realized. Therefore, 84% of the revenue budget has been accounted for year to date. For the same period, \$119.1 million of the \$153.1 million expenditure budget has been realized, and this accounts for 78% of the expenditure budget.
- Adjusted for seasonality based on a monthly trend, year to date revenues are 107% percent of the current budget and expenses are 100% of the current budget.
- The Long-Term Water Capital Account and Operating Reserve have reached their respective 2024/2025 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.
- The O&M and General Account have balances of \$13.4 million and \$5.2 million, respectively.

cc: Chairman and Commissioners



DuPage Water Commission
 Summary of Specific Account Target and Summary of Net Assets
 January 31, 2025

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve Assets Balance (1)	Offsetting Liabilities	Year-End Specific Account Target	Status
Operations and Maintenance Account (2)	\$ 22,218,049.75	\$ 22,776,345.36		Negative Net Assets
General Account	\$ 5,238,841.17	\$ -		Positive Net Assets
Operating Reserve	\$ 52,682,038.05		\$ 51,678,239.00	Target Met
Capital Reserve	\$ 49,457,163.42		\$ 83,624,377.74	Not Fully Funded
L-T Water Capital Reserve	\$ 28,042,313.67		\$ 26,725,000.00	Target Met
	<u>\$ 157,638,406.06</u>	<u>\$ 22,776,345.36</u>	<u>\$ 162,027,616.74</u>	<u>\$ (27,165,556.04)</u>
<u>Total Net Assets - All Commission Accounts</u>				
Unrestricted		\$ 155,855,709.69		
Invested in Capital Assets, net		<u>\$ 400,296,563.96</u>		
Total		<u><u>\$ 556,152,273.65</u></u>		

(1) Includes Interest Receivable

(2) Includes Customer Escrow Accounts and Customer Deposit Liability Accounts



	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	13,567,248.55	8,349,775.13	5,217,473.42
120 - INVESTMENTS	143,259,681.46	220,664,238.79	-77,404,557.33
131 - WATER SALES	15,920,345.06	14,695,985.56	1,224,359.50
132 - INTEREST RECEIVABLE	811,476.05	859,753.82	-48,277.77
134 - OTHER RECEIVABLE	-5,297,828.81	-6,039,526.34	741,697.53
135 - LOAN RECEIVABLE - CURRENT	63,380.19	61,983.72	1,396.47
150 - INVENTORY	325,496.00	171,868.00	153,628.00
155 - PREPAIDS	726,444.28	631,794.81	94,649.47
Total Level1 10 - CURRENT ASSETS:	169,376,242.78	239,395,873.49	-70,019,630.71
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	625,614,856.78	537,747,052.94	87,867,803.84
175 - LESS: ACCUMULATED DEPRECIATION	-237,035,085.91	-227,562,932.37	-9,472,153.54
180 - CONSTRUCTION IN PROGRESS	11,716,793.12	10,897,617.52	819,175.60
190 - LONG-TERM ASSETS	10,978,364.01	11,697,240.13	-718,876.12
Total Level1 17 - NONCURRENT ASSETS:	411,274,928.00	332,778,978.22	78,495,949.78
Total Assets:	580,651,170.78	572,174,851.71	8,476,319.07
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	10,633,965.22	10,101,524.96	-532,440.26
211 - OTHER CURRENT LIABILITIES	616,673.07	564,262.40	-52,410.67
225 - ACCRUED PAYROLL LIABILITIES	96,463.84	235,762.48	139,298.64
226 - ACCRUED VACATION	376,638.02	420,386.46	43,748.44
250 - CONTRACT RETENTION	874,377.74	689,522.53	-184,855.21
251 - CUSTOMER DEPOSITS	11,052,605.21	3,571,892.52	-7,480,712.69
270 - DEFERRED REVENUE	0.00	1,071,275.70	1,071,275.70
Total Level1 21 - CURRENT LIABILITIES:	23,650,723.10	16,654,627.05	-6,996,096.05
Level1: 25 - NONCURRENT LIABILITIES			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	848,174.00	1,086,455.00	238,281.00
Total Level1 25 - NONCURRENT LIABILITIES:	848,174.00	1,086,455.00	238,281.00
Total Liability:	24,498,897.10	17,741,082.05	-6,757,815.05
Equity			
Level1: 30 - EQUITY			
300 - EQUITY	555,080,706.82	549,497,155.95	5,583,550.87
Total Level1 30 - EQUITY:	555,080,706.82	549,497,155.95	5,583,550.87
Total Beginning Equity:	555,080,706.82	549,497,155.95	5,583,550.87
Total Revenue	120,214,813.92	120,945,469.90	-730,655.98
Total Expense	119,143,247.06	116,008,856.19	-3,134,390.87
Revenues Over/(Under) Expenses	1,071,566.86	4,936,613.71	-3,865,046.85
Total Equity and Current Surplus (Deficit):	556,152,273.68	554,433,769.66	1,718,504.02
Total Liabilities, Equity and Current Surplus (Deficit):	580,651,170.78	572,174,851.71	8,476,319.07



Monthly & YTD Budget Report

...		January 2024-2025 Budget	January 2024-2025 Activitv	2024-2025 Seasonal YT...	2024-2025 YTD Activitv	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
							% of Year Completed: 75%	
01-511100	O&M PAYMENTS- GOVERNMENTAL	-10,509,447.26	-11,345,010.48	-107,653,055.28	-114,415,824.24	106%	-137,558,210.22	83%
01-511200	O&M PAYMENTS- PRIVATE	-236,408.76	-288,156.78	-2,421,642.58	-2,580,454.26	107%	-3,094,355.52	83%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,201.50	0.00	-18,512.00	-25,241.96	136%	-22,250.00	113%
510 - WATER SERVICE Totals:		-10,747,057.52	-11,633,167.26	-110,093,209.86	-117,021,520.46	106%	-140,674,815.74	83%
520 - TAXES								
							% of Year Completed: 75%	
01-530010	SALES TAXES - WATER REVENUE	0.00	-7,401.49	0.00	-11,142.86	0%	0.00	0%
520 - TAXES Totals:		0.00	-7,401.49	0.00	-11,142.86	0%	0.00	0%
540 - OTHER INCOME								
							% of Year Completed: 75%	
01-581000	INVESTMENT INCOME	-233,240.00	-518,236.57	-2,099,160.00	-2,956,798.27	141%	-2,800,000.00	106%
01-582000	INTEREST INCOME	-15,238.74	-45,560.47	-137,148.66	-137,729.68	100%	-182,938.12	75%
01-590000	OTHER INCOME	0.00	-704.27	0.00	-77,316.48	0%	0.00	0%
01-590100	SALE OF EQUIPMENT	0.00	-9,201.00	0.00	-10,306.17	0%	0.00	0%
540 - OTHER INCOME Totals:		-248,478.74	-573,702.31	-2,236,308.66	-3,182,150.60	142%	-2,982,938.12	107%
Revenue Totals:		-10,995,536.26	-12,214,271.06	-112,329,518.52	-120,214,813.92	107%	-143,657,753.86	84%

Monthly & YTD Budget Report

For Fiscal: 2024-2025 Period Ending: 1/31/2025

...	...	January 2024-2025 Budget	January 2024-2025 Activity	2024-2025 Seasonal YT...	2024-2025 YTD Activity	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
Expense								
610 - PERSONNEL SERVICES								
							% of Year Completed: 75%	
01-60-611100	ADMIN SALARIES	230,416.02	196,034.96	1,467,864.00	1,409,125.82	96%	1,931,400.00	73%
01-60-611200	OPERATIONS SALARIES	211,532.40	188,899.24	1,811,894.40	1,660,652.92	92%	2,412,000.00	69%
01-60-611300	SUMMER INTERNS	1,440.00	0.00	36,000.00	27,213.30	76%	36,000.00	76%
01-60-611600	ADMIN OVERTIME	616.67	43.19	5,549.99	878.16	16%	7,400.00	12%
01-60-611700	OPERATIONS OVERTIME	31,404.24	48,444.44	279,056.34	254,034.29	91%	361,800.00	70%
01-60-612100	PENSION	25,920.71	14,199.99	233,286.39	91,378.12	39%	311,173.00	29%
01-60-612200	MEDICAL/LIFE BENEFITS	88,433.28	68,609.10	840,116.12	781,137.81	93%	1,105,416.00	71%
01-60-612300	FEDERAL PAYROLL TAXES	31,858.59	31,610.98	272,523.52	235,091.61	86%	363,267.90	65%
01-60-612800	STATE UNEMPLOYMENT	1,201.33	1,867.38	10,811.97	3,486.31	32%	14,416.00	24%
01-60-613100	TRAVEL	950.00	500.00	8,550.00	6,377.87	75%	11,400.00	56%
01-60-613200	TRAINING	6,629.16	365.00	59,662.44	20,962.96	35%	79,550.00	26%
01-60-613301	CONFERENCES	5,108.33	1,449.03	45,974.97	9,211.67	20%	61,300.00	15%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	11,250.00	2,390.00	21%	15,000.00	16%
01-60-619100	OTHER PERSONNEL COSTS	2,066.66	2,342.10	18,599.94	8,862.42	48%	24,800.00	36%
610 - PERSONNEL SERVICES Totals:		638,827.39	554,365.41	5,101,140.08	4,510,803.26	88%	6,734,922.90	67%
620 - CONTRACT SERVICES								
							% of Year Completed: 75%	
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	1,082.95	9,749.97	1,087.95	11%	13,000.00	8%
01-60-623300	TRUST SERVICES & BANK CHARGE	12,500.00	17,981.17	112,500.00	84,712.06	75%	150,000.00	56%
01-60-625100	LEGAL SERVICES- GENERAL	8,333.33	6,786.50	74,999.97	22,037.06	29%	100,000.00	22%
01-60-625300	LEGAL SERVICES- SPECIAL	8,333.33	0.00	74,999.97	47,579.48	63%	100,000.00	48%
01-60-625800	LEGAL NOTICES	1,583.33	0.00	14,249.97	3,701.04	26%	19,000.00	19%
01-60-626000	AUDIT SERVICES	0.00	0.00	34,000.00	32,000.00	94%	34,000.00	94%
01-60-628000	CONSULTING SERVICES	41,083.33	28,293.07	369,749.97	166,451.31	45%	493,000.00	34%
01-60-629000	CONTRACTUAL SERVICES	73,931.66	40,334.34	665,384.94	505,645.64	76%	887,180.00	57%
620 - CONTRACT SERVICES Totals:		146,848.31	94,478.03	1,355,634.79	863,214.54	64%	1,796,180.00	48%
640 - INSURANCE								
							% of Year Completed: 75%	
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.33	8,724.58	126,749.97	78,056.02	62%	169,000.00	46%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.18	18,225.00	14,293.46	78%	24,300.00	59%
01-60-641500	WORKER'S COMPENSATION	12,083.33	12,175.00	108,749.97	96,799.00	89%	145,000.00	67%
01-60-641600	EXCESS LIABILITY COVERAGE	7,500.00	6,530.50	67,500.00	54,026.02	80%	90,000.00	60%
01-60-642100	PROPERTY INSURANCE	45,833.33	41,114.00	412,499.97	361,934.50	88%	550,000.00	66%
01-60-642200	AUTOMOBILE INSURANCE	2,916.66	2,906.42	26,249.94	24,169.24	92%	35,000.00	69%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	8,074.86	74,999.97	13,839.29	18%	100,000.00	14%
640 - INSURANCE Totals:		92,774.98	81,113.54	834,974.82	643,117.53	77%	1,113,300.00	58%

...	...	January 2024-2025 Budget	January 2024-2025 Activity	2024-2025 Seasonal YT...	2024-2025 YTD Activity	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
650 - OPERATIONAL SUPPORT SRVS								
							% of Year Completed: 75%	
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	84,375.00	60,957.76	72%	112,500.00	54%
01-60-651300	NATURAL GAS	2,748.90	3,390.80	24,740.10	9,305.44	38%	33,000.00	28%
01-60-651401	TELEPHONE	6,271.66	4,127.94	56,444.94	41,470.13	73%	75,260.00	55%
01-60-651403	RADIOS	2,189.12	0.00	19,702.08	17,472.00	89%	26,280.00	66%
01-60-651404	REPAIRS & EQUIPMENT	383.33	0.00	3,449.97	0.00	0%	4,600.00	0%
01-60-652100	OFFICE SUPPLIES	2,541.66	1,468.27	22,874.94	9,482.70	41%	30,500.00	31%
01-60-652200	BOOKS & PUBLICATIONS	837.50	0.00	7,537.50	5,939.00	79%	10,050.00	59%
01-60-653100	PRINTING- GENERAL	1,258.33	0.00	11,324.97	630.00	6%	15,100.00	4%
01-60-653200	POSTAGE & DELIVERY	533.33	2,018.20	4,799.97	3,310.06	69%	6,400.00	52%
01-60-654000	PROFESSIONAL DUES	1,845.83	0.00	16,612.47	18,193.13	110%	22,150.00	82%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	734.70	316.16	6,612.30	3,988.30	60%	8,820.00	45%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	24,333.33	23,376.63	218,999.97	173,006.87	79%	292,000.00	59%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,458.33	3,761.41	148,124.97	81,323.29	55%	197,500.00	41%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,707.65	598.38	15,368.85	10,377.06	68%	20,500.00	51%
650 - OPERATIONAL SUPPORT SRVS Totals:		71,218.67	39,057.79	640,968.03	435,455.74	68%	854,660.00	51%
660 - WATER OPERATION								
							% of Year Completed: 75%	
01-60-661101	WATER BILLING	9,331,102.07	10,053,482.40	95,582,728.80	100,387,271.05	105%	122,134,843.90	82%
01-60-661102	ELECTRICITY	152,800.00	185,000.00	1,565,200.00	1,401,398.70	90%	2,000,000.00	70%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	50,000.00	585,000.00	496,530.56	85%	780,000.00	64%
01-60-661104	MAJOR MAINTENANCE	37,500.00	137,481.49	337,500.00	137,481.49	41%	450,000.00	31%
01-60-661201	PUMP STATION	210,100.00	239,654.51	2,152,150.00	1,804,599.61	84%	2,750,000.00	66%
01-60-661202	METER STATION, ROV, TANK SITE	15,280.00	41,387.70	156,520.00	93,866.54	60%	200,000.00	47%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	43,425.00	0.00	0%	57,900.00	0%
01-60-661400	WATER QUALITY TESTING	9,916.66	3,058.35	89,249.94	36,918.14	41%	119,000.00	31%
01-60-662100	PUMPING SERVICES	66,608.33	70,551.71	599,474.97	146,873.99	25%	799,300.00	18%
01-60-662200	INSTRUMENTATION	2,540.65	0.00	22,865.85	13,780.12	60%	30,500.00	45%
01-60-662300	METER TESTING & REPAIRS	5,916.66	8,152.00	53,249.94	20,119.41	38%	71,000.00	28%
01-60-662400	SCADA	1,450.00	157.35	13,050.00	5,534.78	42%	17,400.00	32%
01-60-662500	EQUIPMENT RENTAL	500.00	371.00	4,500.00	4,005.34	89%	6,000.00	67%
01-60-662600	UNIFORMS	2,000.00	899.71	18,000.00	11,854.64	66%	24,000.00	49%
01-60-662700	SAFETY	15,008.33	7,830.74	135,074.97	62,500.61	46%	180,100.00	35%
01-60-663100	PIPELINE REPAIRS	112,500.00	96,252.69	1,012,500.00	444,537.49	44%	1,350,000.00	33%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	16,448.64	225,000.00	127,581.60	57%	300,000.00	43%
01-60-663300	REMOTE FACILITIES MAINTENANCE	20,250.00	5,811.32	182,250.00	118,461.21	65%	243,000.00	49%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	10,245.90	7,335.56	92,213.10	25,398.33	28%	123,000.00	21%
01-60-663700	PIPELINE SUPPLIES	10,000.00	5,640.24	90,000.00	44,268.13	49%	120,000.00	37%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,520.83	21,233.10	31,687.47	36,788.45	116%	42,250.00	87%

Monthly & YTD Budget Report

For Fiscal: 2024-2025 Period Ending: 1/31/2025

...	...	January 2024-2025 Budget	January 2024-2025 Activity	2024-2025 Seasonal YT...	2024-2025 YTD Activity	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,651.66	2,097.41	32,864.94	25,038.77	76%	43,820.00	57%
01-60-664200	FUEL- VEHICLES	3,750.00	1,825.83	33,750.00	22,285.63	66%	45,000.00	50%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	2,475.00	306.00	12%	3,300.00	9%
660 - WATER OPERATION Totals:		10,109,741.09	10,954,671.75	103,060,729.98	105,467,400.59	102%	131,890,413.90	80%

680 - LAND & LAND RIGHTS

% of Year Completed: 75%

01-60-681000	LEASES	83.33	0.00	749.97	21.00	3%	1,000.00	2%
01-60-682000	PERMITS & FEES	708.33	1,950.00	6,374.97	5,493.06	86%	8,500.00	65%
680 - LAND & LAND RIGHTS Totals:		791.66	1,950.00	7,124.94	5,514.06	77%	9,500.00	58%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 75%

01-60-685100	COMPUTERS	7,416.66	113.40	66,749.94	17,569.76	26%	89,000.00	20%
01-60-685600	MACHINERY & EQUIPMENT	0.00	0.00	400,000.00	157,318.27	39%	400,000.00	39%
01-60-685800	CAPITALIZED EQUIP	0.00	0.00	-400,000.00	-157,318.27	39%	-400,000.00	39%
01-60-686000	VEHICLES	0.00	0.00	262,000.00	248,906.00	95%	262,000.00	95%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	0.00	-262,000.00	-248,906.00	95%	-262,000.00	95%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	403,227.88	3,825,000.00	3,629,050.96	95%	5,100,000.00	71%
01-60-693000	DEPRECIATION- BUILDINGS	283,333.33	263,712.35	2,549,999.97	2,281,320.43	89%	3,400,000.00	67%
01-60-694000	DEPRECIATION-PUMPING EQUIPMEI	145,000.00	126,643.84	1,305,000.00	1,119,361.58	86%	1,740,000.00	64%
01-60-695200	DEPRECIATION- OFFICE FURN &	15,833.33	7,127.18	142,499.97	64,144.35	45%	190,000.00	34%
01-60-696000	DEPRECIATION- VEHICLES	18,333.33	13,956.97	164,999.97	106,294.26	64%	220,000.00	48%
685 - CAPITAL EQUIP / DEPREC Totals:		894,916.65	814,781.62	8,054,249.85	7,217,741.34	90%	10,739,000.00	67%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 75%

01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	0.00	200,000.00	0.00	0%	200,000.00	0%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	6,757.00	1,000,000.00	210,307.00	21%	1,000,000.00	21%
01-60-722300	GENERATION BUILDING REHAB & M	0.00	0.00	1,100,000.00	317,315.10	29%	1,100,000.00	29%
01-60-741000	REMOTE FACILITIES REHAB & MAINT	0.00	0.00	150,000.00	0.00	0%	150,000.00	0%
01-60-751000	TRANSMISSION MAINS	0.00	0.00	3,000,000.00	0.00	0%	3,000,000.00	0%
01-60-751200	CATHODIC PROTECTION	0.00	21,695.27	500,000.00	45,475.94	9%	500,000.00	9%
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	4,105.20	500,000.00	37,540.49	8%	500,000.00	8%
01-60-771200	CONDITION ASSESSMENT	0.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771700	REPLACEMENT OF SCADA SYSTEM	0.00	16,068.61	6,400,000.00	1,881,219.20	29%	6,400,000.00	29%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	19,480.00	1,350,000.00	364,876.34	27%	1,350,000.00	27%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-68,106.08	-14,700,000.00	-2,856,734.07	19%	-14,700,000.00	19%
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%

Monthly & YTD Budget Report

For Fiscal: 2024-2025 Period Ending: 1/31/2025

...	...	January 2024-2025 Budget	January 2024-2025 Activity	2024-2025 Seasonal YTD...	2024-2025 YTD Activity	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
850 - ESCROW FUNDED CONSTRUCTION								
							% of Year Completed: 75%	
01-80-850001	METERING STATION	0.00	0.00	1,250,000.00	54,373.66	4%	1,250,000.00	4%
01-80-852001	AQUA ILLINOIS	0.00	0.00	2,000,000.00	808.50	0%	2,000,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	0.00	5,022.50	38,800,000.00	10,670,244.85	28%	38,800,000.00	28%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-5,022.50	-42,050,000.00	-10,725,427.01	26%	-42,050,000.00	26%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		11,955,118.75	12,540,418.14	119,054,822.49	119,143,247.06	100%	153,137,976.80	78%
01 - WATER FUND Totals:		959,582.49	326,147.08	6,725,303.97	-1,071,566.86	-16%	9,480,222.94	-11%



Resolution #: R-15-25

Account: N/A

Approvals: Author / Manager / Finance / Admin

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/4/2025

Description: Amending and Restating the Investment Policy of the Commission

Agenda Section: Finance Committee

Originating Department: Finance

The Commission's Investment Policy was last updated on March 16, 2023. The proposed resolution amends the Commission's Investment Policy to comply with provisions now required by state law. The new language has been added as Section 7.

The following language will be amended:

- d. *Obligations of corporations organized in the United States of America with assets exceeding \$500,000,000; obligations must be rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services, and must mature not later than 310 years from the settlement date of purchase; the Board's investment in the obligations of a single issuer shall not exceed 10% of that corporation's outstanding obligations. No more than one-third of the Commission's funds may be invested in short term obligations of corporations that mature in 270 days or less at the time of settlement and an additional one-third of the Commission's funds may be invested in obligations of corporations that mature between 270 days and three ten years at the time of settlement.*
- e. *Money market mutual funds registered under the Investment Company Act of 1940, as from time to time amended; ~~the portfolio of any such money market fund must be limited to obligations specified in subsection [a] or [b] of this section and to agreements to repurchase such obligations.~~ All underlying securities of the fund must mature within twelve months or less, and the fund must maintain a weighted average portfolio maturity of 90 days or less. Prospectuses must be on file, reviewed, and approved before investing.*

Recommended Motion:

A Request for Amending and Restating the Investment Policy of the DuPage Water Commission

DUPAGE WATER COMMISSION

RESOLUTION NO. R-15-25

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

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, Resolution No. R-72-22 amended and restated the Investment Policy of the DuPage Water Commission on November 17, 2022 (the “Investment Policy”); and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is reasonable, necessary, and desirable, and in the best interest of the Commission, to further amend and update the Investment Policy.

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

SECTION THREE: Repealer. All resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
VACANT	_____			
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-15-25.docx

EXHIBIT 1

DELETE PAGE IF NO ATTACHMENT

INVESTMENT POLICY

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

1.0 POLICY

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

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

2.0 SCOPE OF POLICY:

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

3.0 OBJECTIVES:

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

3.1 Safety.

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

3.2 Liquidity.

The investment portfolio shall remain sufficiently liquid to enable the Commission to meet all operating requirements that might be reasonably anticipated. Unless otherwise authorized by the Board, all investments shall be fully payable as to principal and interest within five years from the date of purchase. The only exception will be in regards to investments within the Long-Term Water Capital Reserve Fund which may include investments that shall be fully payable as to principal and interest within ten years from the date of purchase due to the longstanding nature of the reserve fund; provided, however, that such investments shall have a maximum five-year weighted average maturity. For U.S. Government Agency Mortgage Backed Securities (MBS), the 5 year maturity limit will be the weighted average life (WAL) calculation, rather than final maturity.

3.3 Return on Investments.

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

Commission shall seek to obtain the highest available return using authorized investments.

4.0 STANDARD OF CARE:

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

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

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

5.0 OPERATIONAL GUIDELINES:

5.1 Particular Fund Investments:

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

5.2 Competitive Bidding:

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

5.3 Selection of Investment Advisors and Money Managers:

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

6.0 ETHICS AND CONFLICT OF INTEREST:

It is the policy of the Commission that no person acting on behalf of the investment function shall, in any manner, have any interest, either directly or indirectly in, or receive in any manner compensation from, any investments in which the Commission is authorized to invest; or have any interest,

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either directly or indirectly in, or receive, in any manner, compensation of any kind from, the sellers, sponsors or managers of such investments. Officers and other staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

7.0 AUTHORIZED INVESTMENTS:

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

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

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

Maximum Aggregate Position No Limit

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

Maximum Aggregate Position No Limit, except for obligations classified as supranational securities, which shall be limited to a maximum aggregate position of 5% of total portfolio. For purposes of this Policy, "supranational securities" shall mean obligations issued by a multinational development institution, when the United States is, by virtue of legislation enacted by the United States Congress, a member thereof, including, but not limited to:

- International Bank for Reconstruction and Development (World Bank) (22 USC 286 *et seq.*);
- International Finance Corporation (22 USC 282 *et seq.*);
- Inter-American Development Bank (22 USC 283 *et seq.*);
- African Development Bank (22 USC 290i *et seq.*);
- Asian Development Bank (22 USC 285 *et seq.*);
- European Bank of Reconstruction and Development (22 USC 290l *et seq.*)

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

Maximum Aggregate Position 50% of total portfolio

- d. Obligations of corporations organized in the United States of America with assets exceeding \$500,000,000; obligations must be rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services, and must mature not later than 10 years from the settlement date of purchase; the Board's investment in the obligations of a single issuer shall not exceed 10% of that corporation's outstanding obligations. No more than one-third of the Commission's funds may be invested in short

Deleted: 3

term obligations of corporations that mature in 270 days or less at the time of settlement and an additional one-third of the Commission's funds may be invested in obligations of corporations that mature between 270 days and ~~ten~~ years at the time of settlement.

Deleted: three

Maximum Position with Single Issuer 5% of total portfolio
Maximum Aggregate Position 67% of total portfolio

- e. Money market mutual funds registered under the Investment Company Act of 1940, as from time to time amended. ~~All underlying securities of the fund must mature within twelve months or less, and the fund must maintain a weighted average portfolio maturity of 90 days or less. Prospectuses must be on file, reviewed, and approved before investing.~~

Deleted: ;

Deleted: the portfolio of any such money market fund must be limited to obligations specified in subsection [a] or [b] of this section and to agreements to repurchase such obligations

Maximum Aggregate Position No Limit

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

Maximum Aggregate Position 50% of total portfolio

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

Maximum Aggregate Position 25% of total portfolio

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

Maximum Aggregate Position 25% of total portfolio

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

8.0 **BOND ORDINANCES:**

The provisions and restrictions of any bond ordinance(s) of the Commission regarding permitted investments must be observed during the time that any bonds of the Commission authorized by said ordinance(s) are outstanding.

9.0 **INVESTMENT RESTRICTIONS:**

The Commission will not utilize investment of leveraged transactions, financial forwards, futures,

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

10.0 COLLATERALIZATION:

In order to protect the Commission's deposits, depository institutions are to maintain collateral pledges on Commission certificates of deposit during the term of the deposit of at least 102% of marketable U.S. government or approved securities or surety bonds issued by top-rated insurers. Collateral is required as security for any amount in excess of the federal deposit insurance limit. The collateral required to secure Commission funds must be held in safekeeping and pursuant to collateral agreements which would prohibit release or substitution of pledged assets without proper written notification and authorization of the Treasurer or General Manager. However, substitutions may be made without prior approval from the Commission provided: security types are of the type allowed for collateralization in the Policy, the market value of the securities to be substituted is at least equal to the amount withdrawn; notification is given to the Treasurer or General Manager; and the custodian has not received any prior notification from the Treasurer or General Manager prohibiting substitution. Repurchase agreements must also be collateralized in an amount of 102% of market value of principal and accrued interest.

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

11.0 SAFEKEEPING AND CUSTODY:

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

12.0 DIVERSIFICATION:

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

13.0 INTERNAL CONTROLS:

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

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

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

14.0 PERFORMANCE EVALUATION:

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

Account	Benchmark
General Account	BoA/Merrill Lynch 3-Month U.S. Treasury Bill Index
Sales Tax	BoA/Merrill Lynch 1 – 3 Year U.S. Treasury Index
Operating Reserve Fund	BoA/Merrill Lynch 1 – 5 Year U.S. Treasury Index
Capital Reserve Fund	BoA/Merrill Lynch 1 – 3 Year U.S. Treasury Index
Long-Term Water Capital Reserve Fund	BoA/Merrill Lynch 1 – 10 Year U.S. Treasury Index

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

15.0 REPORTING:

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

16.0 SUSTAINABILITY

Pursuant to the Public Fund Investment Act (30 ILCS 235/1 et seq.), the Commission will consider material, relevant, and decision-useful sustainability factors, within the bounds of financial and fiduciary prudence, in evaluating investment decisions. These factors consist of, but are not limited to:

- (i) corporate governance and leadership factors;
- (ii) environmental factors;
- (iii) social capital factors;
- (iv) human capital factors; and
- (v) business model and innovation factors, as provided under the Illinois Sustainable Investing Act.

17.0 POLICY ADOPTION AND AMENDMENT:

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



Resolution #: R-16-25

Account: 01-60- 628000, \$93,600.00

Approvals: *Author / Manager / Finance / Admin*

JR RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/13/2025

Description: **A Resolution Authorizing the Execution of a Consulting Agreement with Accenture LLP for Hexagon EAM Services**

Agenda Section: Administration Committee

Originating Department: Systems & Information Technology

Resolution No. R-16-25 would approve a Service Agreement with Accenture LLP for consulting support services in connection with the Commission's Enterprise Asset Management platform, Hexagon EAM (formerly Infor).

As the Commission's Enterprise Asset Management (EAM) System continues to grow, it is important to have subject matter experts available to assist staff with maintenance of the platform. Accenture would assist with projects such as building scripts, customizing reports, processing updates, and providing general consulting to incorporate best practices.

The Commission has maintained a consulting relationship for projects with Advoco (before it was purchased by Accenture LLP) over the past 10+ years. Accenture LLP was utilized over the past two years to assist with the reorganization of the Operations Department, streamline the requisition process, and upgrade of the EAM System, among other items. During the proposed contract, another upgrade and migration to new servers will occur.

Commission staff have also reached out to Hexagon EAM and DigitalThinker, Inc. (a Hexagon EAM Partner) to obtain alternative support services quotes. Below is a summary of pricing for quarterly consulting services:

Company	Quarterly Service	Hourly Fee
Accenture LLP Services	\$11,700	\$195
DigitalThinker, Inc. Services	\$13,200	\$220
Hexagon EAM Services	\$17,070	\$275

Due to the amount of support services and past work that Accenture/Advoco has performed for the Commission, staff recommend that the Commission enter into a 2-year Service Agreement with Accenture LLP in the amount of \$46,800 per year for 2 years of Consulting Services.

Recommended Motion:

To Adopt Resolution R-16-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-16-25

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT
WITH ACCENTURE LLP FOR CONSULTING SERVICES

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 monthly consulting services, and Accenture LLP, an Illinois Limited Liability Partnership (“Consultant”), desires to provide monthly consulting services in connection with the Commission’s Enterprise Asset Management; and

WHEREAS, the Commission and Consultant desire to enter into a consulting agreement setting forth the terms and conditions pursuant to which the Commission will obtain monthly consultant services, and the Consultant will provide monthly consulting services to be approved by the Commission and Consultant; and

WHEREAS, the Commission further desires to obtain under the consulting agreement, and Consultant further desire to provide under the consulting agreement, consulting services in connection with Enterprise Asset Management;

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

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

SECTION TWO: A Consulting Agreement between the DuPage Water Commission and Accenture LLP for Consulting Services, for Consulting Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved. The General Manager shall be and hereby is authorized and directed to execute the Consulting agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Consulting Agreement shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Consulting Agreement by Accenture LLP.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
VACANT	<hr/>			
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS ____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

EXHIBIT 1



STRATEGY & CONSULTING ENGAGEMENT LETTER

**BETWEEN
DUPAGE WATER COMMISSION [USA]
AND ACCENTURE LLP [USA]**

1/8/2025

DuPage Water Commission
600 Butterfield Rd
Elmhurst, IL 60126
United States

Re: **Post Implementation Consulting Services**

Dear **Jenessa Rodriguez**,

We appreciate the opportunity to assist **DuPage Water Commission** with **Post Implementation Consulting Services** ("The Project"). This Engagement Letter (the "EL" or "Letter") is entered into as of March 1, 2025 (the "EL Effective Date") by and between **DuPage Water Commission**, located at **600 Butterfield Rd, Elmhurst, IL 60126** ("Client") and **Accenture LLP**, located **500 W Madison St, Chicago, Illinois, 60661** ("Accenture"). This Letter describes Accenture's full scope of services and the deliverables (the "Deliverables") it will provide to support the Project.

1 SERVICES

1.1 Scope of Services

Accenture will provide the services ("Services") to assist Client with support of their deployed Hexagon EAM application implementation, as follows:

- Support in Hexagon EAM system administration function and configuration:
 - Screen and grid design, user security modifications
 - Uploads and imports using Hexagon applications
 - Flex Structured Query Language ("SQL") configuration (pending scope of requirements/complexity)
 - Advanced Report and Key Performance Indicator ("KPI") creation and modification
- Review Client's business requirements and provide recommendations for technical solutions to meet assessed requirements
- Support for Hexagon EAM software upgrades
- Support for end users
 - User groups and security processes
 - Error and stoppage troubleshooting
 - Answering ad-hoc and how-to questions
- Remote end user and system training
- Enhancement planning and implementation

The following work is considered project work outside the scope of the Services and must follow a separate estimation and approval process between Accenture and Client.

Out of scope services include but are not limited to:

- Brand new system integrations
- Any work having an estimated required effort that is two (2) times the monthly allotment of hours
- Implementation of new functionality or additional modules
- Rollout or implementation of new sites
- Life cycle projects that include deliverables such as:
 - Business process design
 - UAT related to full life cycle project
 - Go-live training
- Any work that requires performance by non-Post Implementation Solution and Technical Solution Consultants ("Project Delivery Team")

1.2 Support Process

Client will initiate a ticket via the dedicated Accenture support phone number or the support email address to the Accenture automated ticketing system. Accenture will assign the ticket to the appropriate Accenture resource based on availability and skill set needed.

Accenture will respond to each case in accordance with this EL and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround or other commercially reasonable solution to the issue in Hexagon EAM.

All tickets will be prioritized by severity level and then the order in which they were received during normal business hours, Monday to Friday 7:30 am EST to 6:00 pm EST.

Accenture actions will be documented by incident number, with generated email confirmation of receipt. Reports will be provided on a monthly basis of all tickets, statuses, actions and time to complete tasks.

1.3 Ticket Prioritization and Severity

Service ticket requests are categorized by three prioritization levels of severity:

- Priority 1 requests are of the highest priority and include total system outages.
 - Response time of 30 minutes or less during normal business hours
 - Completion time varies depending on the complexity of the issue
 - Action is to open a top priority incident with Hexagon on behalf of Client and act as liaison between the business and Hexagon.
 - Outside of business hours for a Priority 1 request, Accenture recommends Client contact Hexagon support directly.
- Priority 2 requests are the next highest priority and are defined as individual users unable to complete their day-to-day EAM responsibilities
 - Examples include unable to login, system errors preventing work from completion, password problems and items of that nature
 - Response time within 2 hours of submitting the request
 - Completion time varies depending on the complexity of the issue
 - Outside of business hours in the case of a Priority 2 request, Accenture response time remains the same beginning at the start of the next business day.
- Priority 3 requests are low priority requests, including potential enhancements or consulting requirements related to enhancing, improving, innovating or optimizing the solution
 - Response time within 2 days
 - Completion time varies on the complexity of the issue
 - Outside of business hours in the case of a Priority 2 request, Accenture response time remains the same beginning at the start of the next business day.

1.4 Location and Lead Roles

The Services will be performed at Accenture facilities unless otherwise agreed by Client and Accenture in writing and will be led by a Post Implementation Solution Architect.

In addition to performing Services from Accenture facilities, Accenture personnel may perform the Services or any portion of the Services remotely, provided that performing remotely does not (i) adversely impact Accenture's ability to perform its obligations under this EL; or (ii) require any increase to the Fees. For Services provided on a remote basis, any contractual requirements to provide physical and environmental security controls (e.g., secure bays; security guards; CCTV) at the Accenture service locations will not apply to remote work locations. In addition, where Accenture personnel are required to access Client systems from a remote work location, such access will only occur using devices and access points approved by Client.

The overall Project will be under the control of the GIS/CMMS Coordinator, Jenessa Rodriguez.

If additional services or deliverables are necessary, we will mutually agree on an amendment to this Letter.

Each Party (or its licensors as applicable) shall retain ownership of its intellectual property rights, including without limitation patents, copyright, know-how, trade secrets and other proprietary rights ("IP") which were existing prior to this EL, or IP developed, licensed or acquired by or on behalf of a Party or its licensors independently from the Services or the Deliverables, in each case including any modifications or derivatives which may be created as part of the Services (collectively "Pre-Existing IP"). Client grants to Accenture (and its subcontractors), during the term of this EL, a non-exclusive, fully paid, worldwide, non-transferable, limited license to use Client's Pre-Existing IP (and shall obtain the same license/consent as required from any third-party), solely for the purpose of providing the Services and Deliverables. All IP in the Deliverables remain in and/or are assigned to Accenture. Effective upon final payment, Client will own the copyright, subject to any restrictions applicable to any third-party materials embodied in the Deliverables, in the tangible Deliverables prepared under this Letter, excluding the Accenture name and trademarks. Accenture Pre-Existing IP embedded in Deliverables may not be used separately.

2 PRICING OPTIONS

Post-Implementation Services are available at the hourly rate of \$195.

Three pre-paid term options are available:

- Monthly
 - Invoiced monthly, in advance.
 - No carryover of hours month to month.
- Quarterly
 - Invoiced quarterly, every three (3) months, in advance.
 - Carryover of hours allowed within contract term only (start to end date of term).
- Annually
 - Invoiced annually, every 12 months, in advance.
 - Carryover of hours are allowed within contract term only (start to end date of term).

Once the maximum hours are consumed in any given term, overage hours will be invoiced directly at the then current rate or additional hours may be added with a change order. Any unused hours at the end of the term are forfeited.

3 EPIC AND TERM SELECTION

Accenture will provide Services as follows:

EPIC Selection: EPIC-20, 20 hours per month.

Term Selection: Quarterly. 2-year commitment.

Term will commence on March 1, 2025, and complete on or about February 28, 2027.

4 FEES & EXPENSES

Accenture will bill its services as fixed fee, in quarterly payments dispersed evenly over the contract period, based on the selection above. For any overages, Accenture will bill its services on a time and materials basis at the \$195 per hour project rate. Based on the terms set forth in this EL, Accenture estimates that its fees for its Services will be approximately \$93,600, plus actual expenses including, but not necessarily limited to, travel and lodging expenses, and all taxes, as applicable.

Invoice Month	Billed Hours	Invoice Amount
March 2025	60	\$11,700
June 2025	60	\$11,700
September 2025	60	\$11,700

December 2025	60	\$11,700
March 2026	60	\$11,700
June 2026	60	\$11,700
September 2026	60	\$11,700
December 2026	60	\$11,700
Total:	480	\$93,600

Invoiced amounts under this Letter shall be paid in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). Any proposed changes, including to scope and term of the Agreement, may cause changes to the fees and expenses. No modification of any provision of this Agreement will be effective unless it is in writing and signed by both parties.

5 TAXES

Accenture's fees do not include applicable taxes. Client is tax exempt and will provide a tax exemption certificate upon request. To the extent not exempt, Client will be responsible for the payment of all taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, business, service, goods and services, consumption, entity level withholding, and other similar taxes or duties, including taxes incurred on transactions between and among Accenture, its Affiliates, and third-party subcontractors. If work for Client requires that personnel perform Services outside the city, state, province, or country in which such personnel are based, Client will reimburse Accenture for increased tax and administrative costs incurred by Accenture and/or its personnel. Client will reimburse Accenture for any deficiency relating to taxes that are Client's responsibility under this Agreement. Except as otherwise provided, each party will be responsible for its own income taxes, employment taxes, and property taxes. The parties will cooperate in good faith to minimize taxes to the extent legally permissible when reasonable. In a timely manner, each party will provide to the other party any direct pay permits, resale exemption certificates, multiple points of use certificates, treaty certification, withholding tax certificates and other information reasonably requested by the other party.

6 CLIENT RESPONSIBILITIES AND ASSUMPTIONS

6.1 In addition to any other responsibilities or assumption described in this EL, set forth below is a list of the obligations for which Client will be responsible, conditions on Accenture's performance, and assumptions upon which Accenture relies in agreeing to perform the Services described in this EL on the terms set out herein (collectively "**Client's Responsibilities**") If Client's Responsibilities are not performed or prove to be incorrect, it may cause changes to the Project schedule, level of effort required, or otherwise impact Accenture's performance of the Services described in this EL, and Accenture shall have no liability with respect to its inability to perform the Services resulting therefrom. Client shall grant to Accenture such additional time as is reasonable to provide the Services and/or the relevant Deliverables, as the case may be, and shall pay to Accenture additional fees necessary to compensate Accenture for the necessary additional effort or expenses. Accenture shall exercise commercially reasonable efforts to minimize or avoid the impact.

- (a) Client will commit the necessary resources and management (including of its third parties) involvement to support the Project and will make decisions promptly and without delay.
- (b) Client shall be responsible for obtaining, at no cost to Accenture, consents for Accenture's use of any third-party data or products, including software, necessary for Accenture to perform its obligations under this EL.
- (c) Client shall be responsible for its operation and use of the Deliverables and for determining whether to use or refrain from using any recommendation that may be made by Accenture. Client will be solely responsible for determining whether any Services provided by Accenture (i) meet Client's requirements; (ii) comply with all laws and regulations applicable to Client; and (iii) comply with Client's applicable internal guidelines and any other agreements it has with third parties.

- (d) Except as expressly set out in this EL, Accenture's scope of Services expressly excludes security services, including, but not limited to, managed security services, cyber defense services (such as penetration testing, vulnerability assessment services, threat hunting and incident response services), or any monitoring, scanning, testing assessments or remediations for security vulnerabilities in Client's environments.
- (e) In its own environments, Accenture will operate the same version of the Hexagon EAM application as is used by the Client. Where the Client version of EAM is outdated, or the Client has not implemented the latest security updates, Accenture will make reasonable efforts to remediate resulting vulnerabilities in its own environments except where the functionality of the EAM application would be impaired.
- (f) Accenture will be provided with access to Client's information technology infrastructure, proprietary and third party software, electronic files, and databases (collectively "Systems"), including both read and write access to testing and production environments as needed. Accenture will limit such access to the Systems to Accenture resources who need access to perform the Services.
- (g) Accenture shall have access to Client's Personal Data in accordance with the Data Processing Addendum in Attachment A to the EL.
- (h) Client shall be responsible for the performance of other contractors or vendors engaged by Client in connection with the Project and ensuring that they cooperate with Accenture
- (i) While Accenture personnel performing Services may, through experience or specialized training or both, be familiar with the general regulatory environment in their capacity as information technology and engineering consulting professionals, they will work under the direction of Client and its legal counsel regarding the specific legal and regulatory requirements under which Client operates.
- (j) Neither Party will be liable for any delays or failures to perform due to causes beyond that Party's reasonable control (including a force majeure event). Without limiting the foregoing, to the extent Client fails to perform any of its responsibilities described in the Arrangement Letter, Accenture shall be excused from failure to perform any affected obligations under the Arrangement Letter and, in the event of delay, be entitled to a reasonable extension of time considering the circumstances, and a reasonable reimbursement of cost. Each Party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition.

7 CONFIDENTIAL INFORMATION AND CLIENT DATA

Each of us may be given access to information that is identified by the other as confidential or which a reasonable person would deem to be confidential under the circumstances ("**Confidential Information**"). Such Confidential Information may only be used by the receiving party in connection with our Services and may not be copied or reproduced without the disclosing party's prior written consent, except as reasonably needed for our Services. We each agree to protect the other's Confidential Information in the same manner that the other protects its own similar Confidential Information, but in no event using less than a reasonable standard of care. Access to the Confidential Information will be restricted to both of our personnel engaged in our Services. Subject to our confidentiality obligations, each of us will be free to use the general knowledge, and know-how used or developed in connection with our Services and to independently develop anything which is competitive with, or similar to, the Deliverables we provide under this Letter.

Data provided by or on behalf of Client in connection with this EL ("**Client Data**") shall be considered Confidential Information. Client Data that identifies or directly relates to natural persons as may be further defined in applicable data privacy law ("**Personal Data**") shall remain at all times the property of Client. If it is agreed as part of the Services under this EL that Accenture is to process Client Personal Data in connection with the Services, the general responsibilities of the Parties (with respect to the security controls and protocols) is set out below. With respect to Client Personal Data that is provided to and processed by Accenture under this EL, Client shall be and remain the Data Controller and Accenture the Data Processor. If the Services require and the parties agree to the international transfer of Personal Data, the parties will need to agree to an amendment to this EL to address applicable controls and provisions related to the transfer of such data.

8 NOTWITHSTANDING THE FOREGOING, CONFIDENTIAL INFORMATION SHALL NOT INCLUDE ANY PUBLIC RECORD AS DEFINED BY THE ILLINOIS FREEDOM OF INFORMATION ACT (5 ILCS 140/1 ET SEQ.) (THE “ACT”), OR ANY INFORMATION CONTAINED WITHIN ANY PUBLIC RECORD, THAT IS NOT EXEMPT FROM DISCLOSURE UNDER THE ACT. NOTHING IN THIS SECTION OR THIS AGREEMENT SHALL RESTRICT CLIENT FROM DISCLOSING RECORDS IN RESPONSE TO A REQUEST MADE TO CLIENT PURSUANT TO THE ACT.

DATA SAFEGUARDS FOR CLIENT DATA

The data safeguards referenced below (“**Data Safeguards**”) set forth the security framework that Client and Accenture will follow with respect to protecting Client Data, including Personal Data if applicable, in connection with this EL. In the event of a conflict between the Data Safeguards and any terms and conditions set forth in this EL, the terms and conditions of these Data Safeguards shall prevail.

A. Security Standards.

1. **General Obligations.** Each party will:
 - maintain and comply with globally applicable standards, policies and procedures intended to protect data within their own respective environments (e.g., systems, networks, facilities) and such standards will govern and control in their respective environments;
 - comply with the other party’s standards when accessing or operating within the other party’s environments; and
 - provide timely notice of any changes to such standards that may materially degrade the security of the Services.
2. **Accenture Standards.** Accenture’s applicable security standards are set out online, accessible here: <https://www.accenture.com/client-data-safeguards>.

9 INDEMNITIES AND LIMITATION OF LIABILITY

Indemnities: Each Party will defend and indemnify the other Party, including its parents, subsidiaries, affiliates, successors, and their directors, officers, employees, agents and representatives, against any third-party claims, including fines and penalties (and including interest and court costs), that a Party’s IP or Deliverable provided pursuant to the Arrangement Letter, (a) infringes a third-party’s copyright, trademark existing or patent granted as of the date of delivery in any country in which the Services are delivered, or (b) misappropriates a third-party’s trade secrets. If any Accenture IP used in the Services or embedded in the Deliverable is, or is likely to be held to be, infringing, Accenture will at its expense and option either: (i) procure the right for Client to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing, or (iv) direct the return of the infringing IP or Deliverable and refund to Client the fees paid for it.

The indemnifying Party will have no liability to the extent the alleged infringement or misappropriation was caused by: (i) modifications to any IP or Deliverable made by or on behalf of the receiving Party; (ii) use of the IP or Deliverable other than as permitted under the Arrangement Letter or in combination with any products or services where such combination was not within the reasonable contemplation of the Parties; (iii) the failure to use corrections or enhancements to the IP or Deliverable provided by the indemnifying Party; or (iv) specifications or direction provided by the indemnified Party. To receive the benefits of this provision, the indemnified Party must promptly, and in any event within 5 business days, notify the indemnifying Party in writing of the third-party claim and provide reasonable cooperation and full authority to the indemnifying Party to defend or settle the claim, provided that such settlement does not impose any obligation (monetary or otherwise) on the indemnified Party (other than to cease using the infringing IP or Deliverable) without its consent. This section sets out the sole and exclusive remedies for indemnified claims.

Limitation of Liability: Except for a party's breach of the obligations relating to Confidential Information (other than a breach in respect of Personal Data), and acts of fraud or wilful misconduct, the sole liability of either Party to the other in relation to any and all claims in any manner related to the Agreement (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) will be for direct damages, not to exceed in the aggregate an amount equal to two times the total fees paid or payable to Accenture under this EL (the "**Cap**"). For any liability related to breach of Personal Data obligations, such liability will be capped at two times the Cap. In no event will either Party be liable (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any: (i) consequential, indirect, incidental, special or punitive damages, or (ii) loss of profits, revenue, business, opportunity or anticipated savings. Nothing in the Agreement excludes or limits either Party's liability to the other for: (i) fraud or wilful misconduct, (ii) death or bodily injury, and (iii) any other liability which cannot lawfully be excluded or limited.

10 RELATIONSHIP OF THE PARTIES

Nothing about this engagement shall be construed to create a partnership, joint venture, or employer-employee relationship. If there is a dispute, we will make good faith efforts to first resolve amongst ourselves and then by escalating to higher levels of management.

11 TERMINATION

Either party may terminate this Letter and the related Services for convenience with thirty (30) days written notice. Fees, including overages, and expenses incurred will be paid through the date of termination ("Termination Effective Date").

If the Termination Effective Date is prior to the end of the Term, a pro-rated credit will be provided by Accenture for the lesser of the following options:

- 1) Remainder of total unused hours for the term, or;
- 2) Pro-rated number of remaining contracted hours based on the following formula regardless of actual hours used:

- i. $\frac{\text{Days remaining in Term as of Termination Effective Date}}{\text{Total number of days in Term}} * (\text{Total hours in Term})$
- ii. Total # of Days in Term is 90 Days for a Quarter
- iii. Total hours in Term excludes any carry-over hours

Upon termination, provisions which are by their nature intended to survive termination of this Letter, will survive termination.

12 NON-SOLICITATION

Each party will refrain from hiring or soliciting for hire any employee or personnel of the other who is assigned to help in connection with the Services under this Letter during the term of this Letter and for a period of twelve (12) months from termination. This shall not prevent either party from making any general solicitations for employment or prevent a person from responding to such general solicitations.

13 OTHER TERMS

This Letter sets forth our entire understanding with respect to our involvement in the Project and supersedes any prior communications or agreements between us. This Letter may be executed in multiple counterparts. Except for our respective organizations, no other party will be deemed to be a beneficiary of the terms of this Letter. You agree that we may identify you (whether orally or in writing) as a recipient of Services to people outside of our own organization and we can use your logo and tradename in sales presentation and marketing materials. Any other use of either party's name or logo outside its organization shall be subject to other party's express written consent. The delay or failure by either party to exercise any of its rights under this Letter is not a waiver. Accenture warrants that its Services will be performed in a good and workmanlike manner, in accordance with the Agreement, and that Deliverables will materially comply with their applicable specifications. Accenture will re-perform any work not materially in compliance with this warranty which is brought to its attention within 30 days after that the work has been performed. THE WARRANTIES HEREIN ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. Deliverables will be deemed accepted if not rejected by Client by providing written notice within 10 business days after delivery specifically identifying the manner in which the Deliverables fail to materially comply with their applicable specifications.

This Letter will be construed in accordance with the laws of Illinois.

14 NEXT STEPS

We are excited to work with you and your team on this initiative. To indicate your agreement with the terms outlined above and to authorize us to proceed, please sign below and return via email. If you have any questions, please do not hesitate to contact me.

AGREED AND ACCEPTED

Accenture Signature:

Name and Title:

Date:

Client Signature:

Name and Title:

Date:

Attachment A Data Processing and Security Addendum

This Data Processing and Security Addendum (“**Addendum**”) describes the responsibilities of the parties with respect to the processing and security of any Client Personal Data in connection with the Services provided under the Engagement Letter. This Addendum is subject to the terms and conditions of the Engagement Letter (“**Agreement**”) dated March 1, 2025 between DuPage Water Commission (“**Client**”) and Accenture LLP (“**Accenture**”) and will be deemed part of the Agreement. Terms not defined below shall have the meaning set forth in the Agreement. In the event of a conflict between the Agreement and this Addendum, this Addendum shall prevail.

1. Definitions.

- (a) “Business Contact Information” means the names, mailing addresses, email addresses, and phone numbers regarding the other party’s employees, directors, vendors, agents and customers, maintained by a party for business purposes as further described in Section 9 below.
- (b) “Client Personal Data” means client-owned or controlled personal data provided by or on behalf of Client to Accenture or an Accenture affiliate or subcontractor for processing under an Engagement Letter. Unless prohibited by applicable Data Protection Laws, Client Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.
- (c) “Consents” includes all necessary consents, permissions, as well as notices and authorizations necessary for the processing or onward transfer by Accenture of Client Personal Data which is required to perform the Services, including the transfer of Client Personal Data outside of the country of origin and any of the foregoing, as applicable, from employees or third parties; valid consents from or notices to applicable data subjects; and authorizations from regulatory authorities, employee representative bodies or other applicable third parties;
- (d) “Data Protection Laws” means all applicable data protection and privacy Laws that apply to the processing of personal data under a particular Engagement Letter, including, as applicable, General Data Protection Regulation 2016/679 (GDPR), Federal Data Protection Act of 19 June 1992 (Switzerland), UK Data Protection Act 2018 (DPA 2018) and UK General Data Protection Regulation (UK GDPR), and any US state or federal laws or regulations pertaining to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g., California Consumer Privacy Act of 2018 (“CCPA”) and California Privacy Rights Act of 2020 (“CPRA”).
- (e) “Information Security Incident” means a breach of Accenture’s security leading to the accidental or unlawful destruction, loss, alteration or unauthorized acquisition, disclosure, misuse or access to unencrypted Client Personal Data transmitted, stored or otherwise processed by Accenture.
- (f) “Subprocessors” means Accenture Affiliates and third parties authorized under the terms of this Addendum to have access to and process Client Personal Data in order to provide a portion of the Services.
- (g) The terms “controller,” “data subject,” “de-identification,” “personal data,” “process,” “processing,” “processor,” “pseudonymize,” “sale,” “service provider” and “supervisory authority” as used in this Addendum have the meanings given to any equivalent terms in the applicable Data Protection Laws, as relevant.

2. Roles of the Parties; Compliance with Data Protection Laws.

- (a) Each party will comply with the requirements of the Data Protection Laws as applicable to such party with respect to the processing of the Client Personal Data.
- (b) Client warrants to Accenture that it has and will maintain all necessary rights (including lawful legal basis), licenses and Consents to provide the Client Personal Data to Accenture for the processing to be performed in relation to the Services and agrees that Client shall be responsible for obtaining all

necessary Consents or identifying the appropriate legal basis for the processing, and providing all necessary notices, as required under the relevant Data Protection Laws in relation to the processing of the Client Personal Data.

- (c) Accenture will process the Client Personal Data only in accordance with Client's documented processing instructions as set forth in the Agreement, including this Addendum and the applicable Engagement Letter, unless otherwise required by law.
- (d) If Accenture is acting as a subprocessor in relation to any Client Personal Data (i.e., the data owner/controller is an entity other than Client), Client warrants to Accenture that Client's instructions with respect to the Client Personal Data have been authorized by the applicable data owner/controller, including the appointment of Accenture as a subprocessor.
- (e) Except as otherwise set forth in the applicable Engagement Letter, (i) Accenture is a service provider and/or processor with respect to the Client Personal Data; and (ii) Client is an owner / controller or service provider / processor, as applicable, of the Client Personal Data.
- (f) The applicable Engagement Letter shall set out (i) the subject matter and duration of the processing; (ii) the nature and purpose of the processing; and (iii) the type of personal data and categories of data subjects involved.
- (g) Accenture will promptly notify Client if Accenture determines, in its reasonable business judgment, that a Client processing instruction violates any applicable Data Protection Law (provided that nothing herein shall require Accenture to provide legal or regulatory advice or monitor Data Protection Laws as they apply to Client). In such event, the parties will work together in good faith to resolve such issue in a timely manner. In no event will either party be required to perform any activity that violates any applicable Data Protection Law. If Client requires that Accenture follow a processing instruction despite Accenture's notice that such instruction may violate an applicable Data Protection Law, Client will be responsible for all liability for all claims and damages arising from any continued processing in accordance with such instruction.

3. Disclosure and Use of Data.

- (a) When providing or making available Client Personal Data to Accenture, Client shall only disclose or transmit Client Personal Data that is necessary for Accenture to perform the applicable Services.
- (b) Following expiration or termination of the provision of Services relating to the processing of Client Personal Data, or at Client's request, Accenture shall (and shall require that its sub-processors) promptly and securely delete (or return to Client) all Client Personal Data (including existing copies), unless otherwise required or permitted by applicable laws. Unless otherwise agreed, Accenture will comply with any Client deletion instruction as soon as reasonably practicable and within a maximum period of 180 days.
- (c) All Accenture personnel, including subcontractors, authorized to process the Client Personal Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.
- (d) Client expressly acknowledges and agrees that, in the course of providing the Services, Accenture may anonymize, aggregate, and/or otherwise de-identify Client data ("**De-Identified Data**") and subsequently use and/or disclose such De-Identified Data for the purpose of research, benchmarking, improving Accenture's offerings generally, or for another business purpose authorized by applicable Data Protection Law provided that Accenture has implemented technical safeguards and business processes designed to prevent the re-identification or inadvertent release of the De-Identified Data.
- (e) Without prejudice to what is provided for in subsection (d) above, if Client Personal Data includes California Personal Data, Accenture shall:
 - (i) not sell or share any such Client Personal Data;
 - (ii) not retain, use or disclose any such Client Personal Data for any purpose other than business purposes specified in accordance with the Agreement; or

- (iii) not retain, use or disclose such Client Personal Data outside the direct business relationship between Accenture and Client, as set forth in the Agreement, including this Addendum and the applicable Engagement Letter, unless otherwise required by law;
- (iv) not process such Client Personal Data outside the specified business purpose;
- (v) provide the same level of privacy protection required by the applicable obligations under CPRA for such Client Personal Data received by Accenture;

4. Security Obligations.

- (a) Each party shall implement appropriate technical and organizational security measures to safeguard Client Personal Data from unauthorized processing or accidental loss or damage, as further described in **Attachment 1** to this Addendum ("**Data Safeguards**") and the applicable Engagement Letter.
- (b) Taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, Accenture's implementation of and compliance with the security measures set forth in the **Agreement Section 8 Data Safeguards for Client Data** and the applicable Engagement Letter is designed to provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data.

5. Additional Accenture Responsibilities.

- (a) **Documentation, Audits and Inspections.** Accenture shall make available to Client information reasonably requested by Client to demonstrate Accenture's compliance with its obligations in this Section and submit to audits and inspections by Client (or Client directed third parties) in accordance with a mutually agreed process designed to avoid disruption of the Services and protect the confidential information of Accenture and its other clients. As required by applicable law, Accenture shall inform Client if, in Accenture's opinion, any Client audit instruction infringes upon any applicable Data Protection Law. Client shall be solely responsible for determining whether the Services and Accenture's security measures as set forth in the **Agreement Section 8 Data Safeguards for Client Data** and the applicable Engagement Letter will meet Client's needs, including with respect to any Data Protection Laws.
- (b) **Data Subject and Supervisory Authority Requests.** As required by law and taking into account the nature of the Services provided, Accenture shall:
 - (i) provide assistance to Client as reasonably requested with respect to Client's obligations to respond to requests from Client's data subjects as required under applicable Data Protection Laws. Accenture will not independently respond to such requests from Client's data subjects, but will refer them to Client, except where required by applicable Data Protection Law; and
 - (ii) provide assistance to Client as reasonably requested if Client needs to provide information (including details of the Services provided by Accenture) to a competent supervisory authority, to the extent that such information is solely in the possession of Accenture or its Subprocessors.
- (c) **Privacy / Data Protection Impact Assessments.** As required by law and taking into account the nature of the Services provided and the information available to Accenture, Accenture shall provide assistance to Client as reasonably requested with respect to Client's obligations to conduct privacy / data protection impact assessments with respect to the processing of Client Personal Data as required under applicable Data Protection Laws.

6. **Subprocessors.** Client generally authorizes the engagement of Accenture's Affiliates as Subprocessors as identified in the list attached to the Agreement or any applicable Engagement Letter, and specifically authorizes the engagement of third parties as Subprocessors as identified in the applicable Engagement Letter. Accenture shall contractually require (including via EU SCCs or via intra-company agreements with respect to Affiliates as applicable) any such Subprocessors to comply with data protection obligations that are at least as restrictive as those Accenture is required to comply with hereunder. Accenture shall remain fully liable for the performance of the Subprocessors. Accenture shall provide Client with written notice of any intended changes to the list of

authorized Subprocessors or any intended appointment of a new third party Subprocessor and Client shall promptly, and in any event within 10 business days, notify Accenture in writing of any reasonable objection to such changes / appointment. If Client's objection is based on anything other than the proposed Subprocessor's inability to comply with agreed data protection obligations, then any further adjustments shall be at Client's cost. Any disagreements between the parties shall be resolved via the contract dispute resolution procedure.

7. Information Security Incidents. Accenture shall maintain procedures to detect and respond to Information Security Incidents. If an Information Security Incident occurs which may reasonably compromise the security or privacy of Client Personal Data, Accenture will promptly notify Client without undue delay. Accenture will cooperate with Client in investigating the Information Security Incident and, taking into account the nature of the Services provided and the information available to Accenture, provide assistance to Client as reasonably requested with respect to Client's breach notification obligations under any applicable Data Protection Laws.

8. Use of Business Contact Information. Each party consents to the other party using its Business Contact Information for contract management, payment processing, service offering, and business development purposes, including business development with partners, and such other purposes as set out in the using party's global data privacy policy (copies of which shall be made available upon request). For such purposes, and notwithstanding anything else set forth in the Agreement or this Addendum with respect to Client Personal Data in general, each party shall be considered a controller with respect to the other party's Business Contact Information and shall be entitled to transfer such information to any country where such party's global organization operates.

9. Changes in Laws. In the event of (i) any newly enacted Data Protection Law, (ii) any change to an existing Data Protection Law (including generally-accepted interpretations thereof), (iii) any interpretation of a new or existing Data Protection Law by Client, or (iv) any material new or emerging cybersecurity threat, which individually or collectively requires a change in the manner by which Accenture is delivering the Services to Client, the parties shall agree upon how Accenture's delivery of the Services will be impacted and shall make equitable adjustments to the terms of the Agreement and the Services in accordance with the Change Control Procedures.

10. Relationship with Other Agreements. For avoidance of doubt and without prejudice to the rights of any data subjects thereunder, this Addendum and any EU SCCs (or other data transfer agreements) that the parties or their affiliates may enter into in connection with the Services provided pursuant to the Agreement will be considered part of the Agreement and the liability terms set forth in the Agreement will apply to all claims arising thereunder.

11. Indemnities. Accenture shall defend, indemnify and hold harmless Client for any and all third party claims, liabilities, damages, settlements and expenses (including, without limitation, attorneys' fees) attributable to, arising out of or alleged to arise out of Accenture's or its agents or Subprocessors' collection, for breaches of the Data Safeguards attached in Exhibit 1. If both Accenture and Client contributed to the losses arising from a breach, then such losses will be apportioned between Accenture and Client on a comparative fault basis. The foregoing indemnity shall be subject to the Personal Data Cap under Section 9.

Exhibit 1 to Data Processing and Security Addendum Data Safeguards

These data safeguards ("Data Safeguards") set forth the security framework that Client and Accenture will follow with respect to protecting Client Data in connection with the Agreement/SOW. In the event of a conflict between these Data Safeguards and any terms and conditions set forth in the Agreement, the terms and conditions of these Data Safeguards shall prevail.

I. Security Standards.

1. General Obligations. Each party will:

- maintain and comply with globally applicable standards, policies and procedures intended to protect data within their own respective environments (e.g., systems, networks, facilities) and such standards will govern and control in their respective environments;
- comply with the other party's standards when accessing or operating within the other party's environments; and
- provide timely notice of any changes to such standards that may materially degrade the security of the Services.

2. Client Standards. Client's applicable security standards are as set out in [reference Schedule XX or Insert Link].

3. Accenture Standards. Accenture's applicable security standards are as set out online, accessible here: <https://www.accenture.com/client-data-safeguards>.

Commented [A1]: To client: Please insert any applicable security standards for work conducted within client environments. Else fill out "N/A"



Resolution #: R-18-25

Account: 01-60-661201

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

ate: 2/13/2025

Description: **A Resolution Ratifying a Retail Electric Service Agreement with Dynegy Energy Services, LLC for the DuPage Pump Station**

Agenda Section: Administration Committee

Originating Department: Administration

The Commission's current electric power supply agreement with MidAmerican Energy Services, LLC expires on or about April 3, 2025. In conjunction with the Commission's Electrical Supply Consultant, SPI Energy Group, staff has been monitoring the Illinois electrical supply market for several months.

SPI Energy Group sought out potential suppliers for the Illinois market and engaged with each to procure their proposals to provide the most efficient and cost-beneficial commodity pricing proposals for evaluation and recommendation to the Board.

Of the proposals received, the two-year term proposal of Dynegy Energy Services, LLC was determined to be in the best interest of the Commission. The agreement also includes potential rebates of \$5,500 per annum, should the Commission perform certain energy efficiency work at the pump station.

The proposal of Dynegy Energy Services netted a reduction of energy costs from the current MidAmerican rate of \$0.04381/kWh to the Dynegy rate of \$0.04126/kWh, a savings of 5.8% compared to the current rate. Therefore, the Commission would forecast to save approximately \$78,000 annually.

The transmission and distribution charges and tariffs are added from Commonwealth Edison and are included in the Dynegy invoices as sperate line items in the single combined invoice.

Recommended Motion:

To Ratify R-18-25, a two-year Retail Electric Service Agreement with Dynegy Energy Services, LLC for the DuPage Pump Station.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-18-25

A RESOLUTION RATIFYING A RETAIL ELECTRIC SERVICE AGREEMENT
WITH DYNEGY ENERGY SERVICES, LLC FOR THE DUPAGE PUMP STATION

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's current electric power supply agreement expires on or about April 3, 2025; and

WHEREAS, upon the Commission Electrical Supply Consultant and Staff tracking the electrical supply market it was determined that the most favorable pricing would be through a two-year contract with Dynegy Energy Services, LLC;

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

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

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized to extend the current electrical supply pricing agreement with Dynegy Energy Services, LLC for a two-year term ending on or about April 3, 2027.

SECTION THREE: The electrical energy supply pricing agreement between the Commission and Dynegy Energy Services, LLC shall be in the form of the energy supplier's standard form of agreement attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
VACANT	_____			
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-18-252.docx

EXHIBIT 1



**ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Hybrid
Issued: January 29, 2025**

This offer is presented to **DUPAGE WATER COMMISSION** ("Customer") by **DYNEGY ENERGY SERVICES, LLC** ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed in Table 2, each service location referred to as an ("Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility ("Utility") noted in Table 1.

Table 1		
Quote #:	Q-03108962	
Delivery Term Begins:	April 2025	
Delivery Term Ends:	April 2027	
Percent Product Quantity (%):	100%	
Percent Energy Price (/kWh):	ON-PEAK	OFF-PEAK
	\$0.04126	\$0.04126
Energy Price Adder (/kWh):	N/A	
Distribution Losses (/kWh):	Pass-Thru	
Transmission Charge (NITS) (/kWh):	Pass-Thru	
Ancillary Charge (/kWh):	Pass-Thru	
Capacity Charge (/kWh):	Pass-Thru	
RPS Charge (/kWh):	N/A	
Gross Receipts (/kWh):	N/A	
Voluntary REC Charge (/kWh):	N/A	
Voluntary REC Quantity (%):	N/A	
Voluntary EFEC Charge (/kWh):	N/A	
Voluntary EFEC Quantity (%):	N/A	
Utility:	ComEd	
Utility Settlement Zone:	COMED	
Regional Transmission Organization (RTO):	PJM	
Broker/Consultant (if blank, N/A):	SPI ENERGY GROUP INC	

Percent Energy and Index Energy: If applicable in Table 1, the Percent Energy Price shall apply to the Percent Product Quantity elected at the time of execution ("Percent Energy"). Such Percent Energy represents a percentage of Customer's full requirements energy in any and all hours of operation. Index Energy, if any, is the quantity of metered usage during any hour of delivery that exceeds the Percent Energy ("Index Energy") and is calculated by subtracting the sum of all the Percent Energy each hour from the total hourly-metered energy. The hourly price for Index Energy (the "Index Energy Price") will equal the RTO Day Ahead Locational Marginal Price for the Utility Settlement Zone ("DA LMP"). If, during the Term of this Agreement, the DA LMP ceases to exist, then its replacement index shall be used for the remaining term of this Agreement. On an hourly basis, all Percent Energy kilowatt-hour deliveries will be metered before any Index Energy kilowatt-hour deliveries. If applicable, the Energy Price Adder will be applied to all metered kilowatt-hours.

The Percent Energy Price and the Index Energy Price include charges for energy, scheduling and load forecasting associated with the delivery of Percent Energy and Index Energy. The Percent Energy Price and Index Energy Price do not include charges for distribution energy losses, transmission/Network Integrated Transmission Service Charges (NITS), ancillary services, capacity, RPS, Gross Receipts, Voluntary RECs, or Voluntary EFECs, nor do they apply to any charges assessed by the Utility, all of which are the responsibility of Customer, including, but not limited to the following: charges for services under the Utility's applicable delivery service tariffs and riders, facilities charges, taxes (either billed by the Utility or customer self-assessed) and other Utility charges, including but not limited to fuel, environmental, or decommissioning charges, as may be

applicable from time to time. On-Peak and Off-Peak pricing, if applicable, shall be applied for such periods as described by the RTO.

Distribution Losses: Charges for distribution energy losses will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

If Distribution Losses Charge in Table 1 is a number, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kilowatt-hours throughout the Term.

If Distribution Losses Charge in Table 1 is noted as Pass-Through, Distribution Losses will be calculated by applying the distribution energy loss factor indicated under Utility's applicable delivery service tariffs to the metered kWh at each hour, and multiplying the result by the Index Energy Price. If the Percent Product Quantity in Table 1 equals 100%, Distribution Losses shall be billed at the Percent Energy Price.

Transmission: If applicable in Table 1, Customer acknowledges that Supplier will incur RTO transmission charges on Customer's behalf to deliver electricity to the Delivery Point (as defined in the Terms & Conditions). Charges for transmission are based upon the RTO's Open Access Transmission Tariff ("OATT") and business practices for the Utility zone. Charges will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

If the Transmission Charge in Table 1 is a number, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kWh throughout the term of this Agreement.

If the Transmission Charge in Table 1 is noted as Pass-Through, then the monthly charge will be dependent upon 1) the current rate charged by RTO at time electricity is delivered, 2) Customer's peak demand or network service peak load, as applicable, and 3) the number of days in the billing period. Supplier will be invoiced directly by the RTO for service and Customer agrees to pay to Supplier the Transmission Charge.

Ancillary Services: Customer acknowledges that Supplier (as the RTO Market Participant) will incur market-related charges regarding ancillary services as set forth in the applicable RTO OATT and for other RTO costs not otherwise included in any of the defined cost components in this Agreement ("Ancillary Services").

If Ancillary Services in Table 1 is a number, the dollar/kilowatt-hour charge noted in Table 1 will appear as a separate line item on Customer's monthly invoice. If the applicable RTO business practices and policies or other applicable transmission tariffs or business practices and policies are amended or otherwise implemented during the Term of this Agreement, notwithstanding any other terms and conditions of this Agreement, Supplier will change the Ancillary Services Charge accordingly. Supplier shall be permitted to retroactively charge Customer the amended Ancillary Services.

If Ancillary Services in Table 1 is noted as Pass-Thru, then the monthly charge will be dependent upon the applicable monthly costs Supplier incurs for such Ancillary Services over the term of this Agreement.

Capacity Charge: Supplier will secure capacity relative to the supply of all electricity during the Term of this Agreement in accordance with the RTO business practices, policies, rules, regulations, or tariffs. Charges for capacity will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

If the Capacity Charge in Table 1 is a number, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kilowatt-hours throughout the Term.

If the Capacity Charge in Table 1 is noted as Pass-Through, then the monthly charge will be dependent upon 1) Customer's then current capacity obligation, or Capacity Peak Load Contribution ("PLC") as determined by the Utility, including any applicable Utility zoning factors, 2) the Final Zonal Capacity Prices (the "Current Capacity Rate") as determined by RTO, and 3) the number of days in the billing period.

RPS Charge: If applicable in Table 1, the Renewable Portfolio Standard (RPS) Charge identified in Table 1 applied to all metered kilowatt-hours represents Supplier's charge for compliance with its state requirement that all Retail Electric Service providers have renewable energy sources as a percentage of their supply portfolio.

Gross Receipts: Charges for Gross Receipts will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

If Gross Receipts in Table 1 is a number, then the dollar/kilowatt-hour charge noted in Table 1 will apply to all metered kilowatt-hours throughout the Term.

If Gross Receipts in Table 1 is noted as Pass-Through, Supplier shall pass-through to Customer any costs it incurs with respect to Gross Receipts on a monthly basis throughout the Term

Voluntary REC Charge: If applicable in Table 1, Customer's monthly invoice shall include a line item equal to the dollar/kilowatt-hour charge noted in Table 1 for all metered kilowatt-hours throughout the Term. "Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia howsoever entitled, created by a program or certification authority recognized by the RTO or the applicable agency of the State in which the Account is located, indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from a renewable energy source. A REC may include some or all additional environmental attributes associated with the generation of electricity, and those environmental attributes may, but need not be, verified or certified by the same or different verification authorities or certification authorities that originally recognized the REC. The Parties agree and understand that a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. At the request of Customer, Supplier will provide related information pertaining to the REC, including the identity of the renewable energy resource, the date of creation and retirement of the REC, and the identity of the renewable energy facility. The delivery of additional voluntary renewable energy shall begin in the first billing cycle that follows the execution of this Agreement. Supplier shall retire a sufficient number of Renewable Energy Certificates that will correspond to the Total Renewable Energy Commitment as a portion of the Retail Power delivered in a given billing cycle. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary Renewable Quantity (%) selected in Table 1. Retail Power shall be associated with the generation of electricity from a renewable energy source such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary Renewable Quantity (%) selected in Table 1.

Renewable energy resource shall be selected by Supplier from any source provided for in 20 ILCS 687/6-3(f), which may be amended periodically.

Voluntary EFEC Charge: If applicable in Table 1, Customer's monthly invoice shall include a line item equal to the dollar/kilowatt-hour charge noted in Table 1 for all metered kilowatt-hours throughout the Term.

Emission Free Energy Certificates: Supplier agrees to provide emission free energy supply based on Customer's specified percentage as set forth herein. Emission free energy supply may be provided through an Emission Free Energy Certificate ("EFEC"), an Alternative Energy Certificate ("AEC"), a Zero Emission Certificate ("ZEC"), or any other recognized instrument representing emission free energy, collectively a "Certificate." Each Certificate represents the environmental and fuel diversity attributes of one megawatt-hour of electricity generated by an eligible emission free source. Certificates will be provided in an amount equivalent to the value shown in Table 1 of the Customer's actual net usage over the term of the Agreement. Upon written request from Customer, Supplier will provide Customer with an attestation that (a) Certificates were generated in an amount equivalent to the percentage of Customer's actual net usage as provided herein, and (b) each Certificate has not been previously contracted and cannot be claimed by any other customer. The Certificate may be provided from the obligation year or an earlier vintage year. Customer shall be entitled to (i) identify, and (ii) make marketing claims regarding the purchase of Certificates under this Agreement only after Supplier has reviewed and provided its written consent. Notwithstanding the foregoing, Customer understands the physical output and associated electrons from the generation source of the Certificates may not be generated on the same electric grid as the Customer's premises.

Percent Product or Quantity: *If a quantity other than 100% is elected in Table 1*, then upon Customer's request, Supplier will provide Customer with a written price quote for Customer's uncommitted/remaining load. Such requests shall be made in 25% increments of Customer's annual load profile, up to the full uncommitted portion of Customer's annual load, not to exceed 100%. If Customer wishes to accept a quote, then Supplier will issue a Confirmation Letter setting forth the price, duration and the portion of Customer's hourly load (excluding the initial volume or load set forth in this Agreement) to which the Confirmation Letter will be applicable. Customer may elect to accept any such Confirmation Letter prior to midnight on the day it is issued by signing and returning said written confirmation. Upon written acceptance by Customer and Supplier, the Confirmation Letter will then be incorporated as part of this Agreement. In the event Customer fails to confirm 100% of load elections prior to the first delivery of electricity under this Agreement, any uncommitted load shall be priced as Index Energy, as described above. Customer's resultant Percent Energy Price for the Term shall then be calculated as the weighted average of all Percent Energy Prices confirmed prior to delivery and billed as first through the meter. Then subsequent intra-term elections shall be billed as second through the meter. SUPPLIER DOES NOT GUARANTEE THE RESULTANT WEIGHTED AVERAGE PERCENT ENERGY PRICE WILL BE EQUAL TO OR LESS THAN THE ENERGY PRICE FOR 100% OF THE LOAD THAT SUPPLIER MAY HAVE OFFERED TO THE CUSTOMER AT THE TIME OF EXECUTION OF THIS AGREEMENT. CUSTOMER AGREES AND ACKNOWLEDGES THE VOLATILITY IN THE RETAIL ELECTRICITY MARKET AND ACCEPTS THE RISK OF THE HIGHER RESULTANT WEIGHTED AVERAGE PERCENT ENERGY PRICE. ALL METERS ASSOCIATED WITH THE ACCOUNT(S) MUST BE HOURLY INTERVAL DATA RECORDING METERS. THE MONTHLY INVOICE WILL BE A SUMMARY INVOICE FOR THE AGGREGATED HOURLY INTERVAL LOAD OF ALL METERS ON THE ACCOUNT(S). IN ADDITION TO THE AGGREGATED SUMMARY INVOICE, Standard Hybrid

INDIVIDUAL ACCOUNT USAGE DETAIL WILL BE INCLUDED AND AN INTERVAL FILE IN COMMA SEPARATED VALUES ("CSV") FORMAT WILL LIKEWISE BE MADE AVAILABLE. THE PRICING OPTION WILL NOT INCLUDE CHARGES BY ACCOUNT.

Energy Greenback Program: As a result of executing this Electric Service Agreement, Customer is eligible to participate in Supplier's Greenback Program and receive up to the following amount(s) in rebates for qualifying energy efficiency work performed and completed at Customer's service locations after execution of this Electric Service Agreement. Funds will be available starting on the Delivery Term Begins Date and documentation for all such work must be submitted to Supplier within one year of this date (i.e., Customer must provide all appropriate documentation to Supplier, in the form of invoices and/or contracts for all completed qualifying energy efficiency work, on or before such date or the remaining unpaid rebates will expire at that time). Supplier shall have the right to audit Customer's facilities to verify any energy efficiency work submitted for the payment of rebates. Amounts shown below correspond with the term selected in Table 1.

Term (months):	24
Greenback Offer:	\$5,500.00

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Illinois, together with administrative and judicial decisions construing applicable provisions of the Illinois retail choice law, 220 ILCS 5/16-101 et al, and without regard to principles of conflicts of law.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

<p>DYNEGY ENERGY SERVICES, LLC</p> <p>By: <u>Christopher Sill (Jan 29, 2025 15:32 CST)</u></p> <p>Name: <u>Christopher Sill</u></p> <p>Title: <u>Sr. Director</u></p> <p>Date: <u>Jan 29, 2025</u></p>	<p>DUPAGE WATER COMMISSION</p> <p>By: <u>[Redacted]</u></p> <p>Name: <u>PAUL MAYI</u></p> <p>Title: <u>GENERAL MANAGER</u></p> <p>Date: <u>1-29-25</u></p> <p>**Signatory certifies authorization to enter in to this Agreement</p>
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Melissa Goodwin
Melissa Goodwin (Jan 29, 2025 15:29 CST)

BILLING AND NOTICE INFORMATION

FEIN or DUNS#: E99902931

Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act.

If applicable, see Section 4 of the Terms & Conditions for below:

Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.

Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.

Invoices (Complete below section)		Notices	
Attn:	Accounts Payable	Attn:	<u>CHRIS BOSTICK</u>
Address:	Accounts Payable 600 E. Butterfield Rd Elmhurst IL 60126	Address:	600 E. Butterfield Rd Elmhurst, IL 60126
E-mail:		E-mail:	<u>bostick@dpwc.org</u>
Phone:		Phone:	<u>630-834-0100</u>
Sales Contact		Notices/Inquires	
Name:	Scott Strebel	Attn:	Customer Care
Address:	1500 Eastport Plaza Dr Collinsville IL 62234	Address:	6555 Sierra Drive Irving TX 75039
E-mail:	<u>scott.strebel@vistracorp.com</u>	E-mail:	<u>businesscare@vistracorp.com</u>
Phone:		Phone:	844-441-0716 Option-3

Upon dual execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to Supplier. Supplier will forward all necessary documents to the Utility.

**ELECTRIC SERVICE AGREEMENT
ACCOUNT INFORMATION SHEET FOR
DUPAGE WATER COMMISSION AS OF 01/29/2025**

TABLE 2 Utility: ComEd			
	Account #	Bill Group	Service Location
1	2484469974	2	600 East Butterfield Rd, Elmhurst, IL 60126

**ELECTRIC SERVICE AGREEMENT
TERMS & CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. MONTHLY RENEWAL

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or

Standard Hybrid

DuPage Water Commission GrnBck MG 01.29.2025

Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. PAYMENTS/INVOICES

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within thirty (30) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges, in which case the Due Date shall be thirty (30) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make

payments to Supplier in the terms described above in Supplier billing.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

6. TAXES

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

7. CREDIT

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

8. CONFIDENTIALITY

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

10. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable

control of, or the result of the negligence of the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

11. CHANGE IN LAW OR REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), or any new or increased charges to maintain system reliability affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion (a "Change in Law"), Supplier shall 1) provide written notice to Customer of the change; 2) specify the effect on price necessary to accommodate the Change in Law, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle Invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

12. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

13. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any) of the Percent Energy Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Percent Energy Price multiplied by the Total Monthly

Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

17. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

18. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

19. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

20. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.



Resolution #: R-19-25

Account: Revenue

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2025

Description: Procedure for disposition and/or sale of real estate assets

Agenda Section: Administration Committee

Originating Department: Administration

DWC has recently evaluated existing real estate holdings to determine if there are assets which have a significant market value, but are unlikely to serve future infrastructure needs of the Commission. It has been determined that there are properties currently owned by the Commission which will not be used for future infrastructure, and which would be attractive for real estate development. Making such property available to the market would present an opportunity to monetize assets which are not otherwise of value to the Commission and would make available development site(s) and associated revenue for the municipalities in which the parcels are located.

Resolution R-08-25 was adopted at the January Board of Commissioners meeting, which prescribes the process for the disposition and sale of real property owned by the Commission. Therefore, staff recommends that a portion of the DWC site located on 75th Street in Woodridge be offered for sale. It should be noted that this action does not obligate the Commission to sell the property; rather, it authorizes the Commission to receive and consider written offers for sale of the real estate, which, if found favorable and beneficial to the Commission, may be brought to the Board of Commissioners for formal action.

The site in question is a 32.5-acre parcel that for which only a small portion is utilized by the Commission for a water storage site; staff does not believe the remainder of the site would ever be utilized for additional water utility infrastructure. The site was formerly a mink farm and was purchased by the Commission as one parcel prior to the original construction of the DWC system. Since that time, the unoccupied sections of this parcel have presented management challenges due to encroachment from the adjacent residential parcels, as well as costs associated with site maintenance and tree removal following weather events.

Therefore, staff recommends that 4.5 acres be retained for Commission purposes, and offers be accepted for purchase of the remainder.



Recommended Motion:

It is recommended that Resolution R-19-25 be approved, authorizing the publication of a Notice of Public sale, by which written offers can be received for a portion of the 75th Street Woodridge site; for further consideration by the Board of Commissioners.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-19-25

A RESOLUTION DECLARING CERTAIN REAL PROPERTY SURPLUS AND AUTHORIZING PUBLICATION OF NOTICE REQUESTING OFFERS TO PURCHASE THE REAL PROPERTY

WHEREAS, the DuPage Water Commission (the "Commission") owns in fee simple interest a certain 32.5 acre parcel of real property described in the attached Exhibit A (the "Subject Property"); and

WHEREAS, the Commission has the power to sell, transfer or dispose of real property as it deems appropriate in the exercise of its powers; and

WHEREAS, the Commission has reviewed the Subject Property and the Commission's short and long-term needs and finds that the Subject Property is no longer needed by, appropriate to, required for the use of, or profitable to the Commission and, therefore, finds that the continued ownership of the Subject Property is not in the best interest of the Commission and declares the Subject Property surplus; and

WHEREAS, the Subject Property is located in unincorporated DuPage County, Illinois; and

WHEREAS, the Commission deems it in the best interests of the Commission and the general public to invite offers to purchase and negotiate for the sale of all or a portion of the Subject Property, pursuant to, subject to certain conditions to ensure that the future use of the Subject Property does not interfere with the objectives of the Commission.

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

SECTION ONE: Pursuant to Resolution No. R-08-25, the General Manager is authorized and directed to take whatever steps necessary to publish the Commission's intention to accept offers and negotiate for the sale of all or a portion of the Subject Property, which the Board of Commissioners hereby

deems to be in the best interests of the Commission considering its future needs and objectives, subject to the following deed restrictions and other matters:

- a. The Purchaser shall execute and deliver to the Commission at closing, an Easement acceptable to the DuPage Water Commission in an agreed upon location granting the DuPage Water Commission and its assigns access, over an improved roadway to the real estate described in Exhibit B attached hereto; and
- b. General taxes for the year 2024 and subsequent years; special taxes or assessments for improvements not yet completed; building lines and building and liquor restrictions of record; zoning and building ordinances; roads and highways, if any; private, public and utility easements of record; drainage ditches, feeders, laterals and drain tile, pipe or other conduit, if any; covenants, conditions and restrictions of record.

SECTION TWO: All offers to purchase the Subject Property shall be made in writing to the General Manager of the Commission and shall contain an offer amount and description of the real property sought to be purchased.

SECTION THREE: The General Manager of the Commission is authorized to negotiate with any qualified offerors and bring a proposed sales contract to the Board of Commissioners for consideration and possible action.

SECTION FOUR: The Board of Commissioners reserves the right not to sell any of the Subject Property.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
VACANT	_____			
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

EXHIBIT A

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET THEREOF) IN SECTION 27, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 375.00 FEET OF THE NORTH 525.00 FEET THEREOF, IN DUPAGE COUNTY, ILLINOIS.

PIN 08-27-300-014

Part of PIN 08-27-300-013

EXHIBIT B

THE EAST 375.00 FEET OF THE SOUTH 525.00 FEET OF THE NORTH 625.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 27, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 4.520 ACRES MORE OR LESS

Part of PIN 08-27-300-013

NOTICE OF PUBLIC SALE
OF REAL ESTATE

NOTICE is hereby given that, pursuant to 65 ILCS 5/11-135-6 and 70 ILCS 3720/0.001 et seq., the DuPage Water Commission will sell, by means of negotiation, all or a portion of the real estate described in Exhibit A, attached hereto (hereinafter called the “Subject Property”).

The Subject Property is offered for sale, by negotiation, subject to the following deed restrictions and conditions, as well as other conditions the DuPage Water Commission may require:

- a. The Purchaser shall execute and deliver to the Commission at closing, an Easement acceptable to the DuPage Water Commission in an agreed upon location granting the DuPage Water Commission and its assigns access, over an improved roadway to the real estate described in Exhibit B attached hereto; and

- B. General taxes for the year 2024 and subsequent years; special taxes or assessments for improvements not yet completed; building lines and building and liquor restrictions of record; zoning and building ordinances; roads and highways, if any; private, public and utility easements of record; drainage ditches, feeders, laterals and drain tile, pipe or other conduit, if any; covenants, conditions and restrictions of record.

All offers to purchase shall be made in writing to Paul May, General Manager, DuPage Water Commission, 600 E. Butterfield Road, Elmhurst, IL 60126, and shall contain an offer amount and a description of the real property sought to be purchased. The DuPage Water Commission reserves the right not to sell any or all of the Subject Property

Published in _____ on the _____ day of _____, 2025.

EXHIBIT A

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET THEREOF) IN SECTION 27, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 375.00 FEET OF THE NORTH 525.00 FEET THEREOF, IN DUPAGE COUNTY, ILLINOIS.

PIN's

Part of PIN 08-27-300-013

08-27-300-014

EXHIBIT B

(Insert retained 4.5 acre retained legal description)



Resolution #: RFBA

Account: 01-60-628000, \$40,000

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/11/2025

Description: **Authorization of a Consulting Agreement with Marquardt & Humes, Inc, in an amount not to exceed \$40,000**

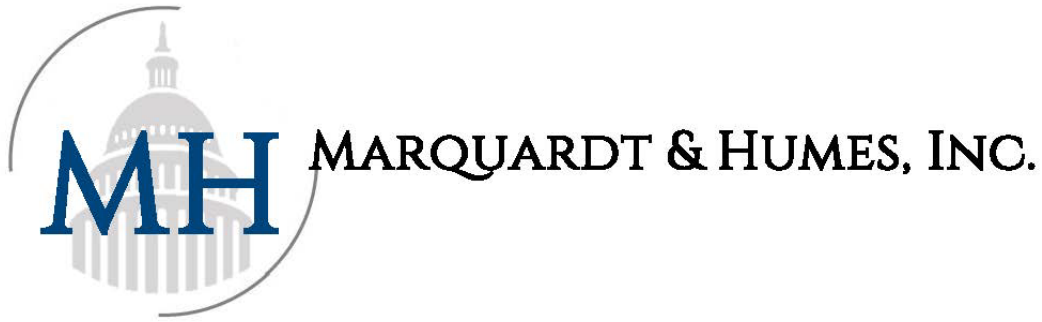
Agenda Section: Administration Committee

Originating Department: Administration

It is recommended that the consulting services agreement with Marquardt & Humes, Inc be authorized for a one-year period. This service is for state legislation/lobbying services, which DWC finds to remain of value at this time as there are a number of DWC initiatives which are expected to be underway over the next several years for which this service is likely to be valuable. A scope of expected activities is included in the proposal.

Recommended Motion:

To authorize the execution of a Consulting Agreement with Marquardt & Humes, Inc, in an amount not to exceed \$40,000.



CONTRACTUAL AGREEMENT

This Agreement is made on the 1st day of February 2025, between MARQUARDT & HUMES, INC. ("M&H INC.") having its principal place of business, at 600 So. Second Street, Suite 400, Springfield, Illinois 62704 and DUPAGE COUNTY WATER COMMISSION., having its principal place of business at 600 Butterfield Rd., Elmhurst IL 60126

IN CONSIDERATION of CLIENT., retaining M&H INC., it is agreed as follows:

I. COMPENSATION AND TERMS

CLIENT. Retains M&H INC. and M&H INC. hereby agrees to CLIENT. in the capacity of:

Professional Lobbying Services

The terms and compensation of this Agreement is as follows:

Term: February 1, 2025 through January 31, 2026

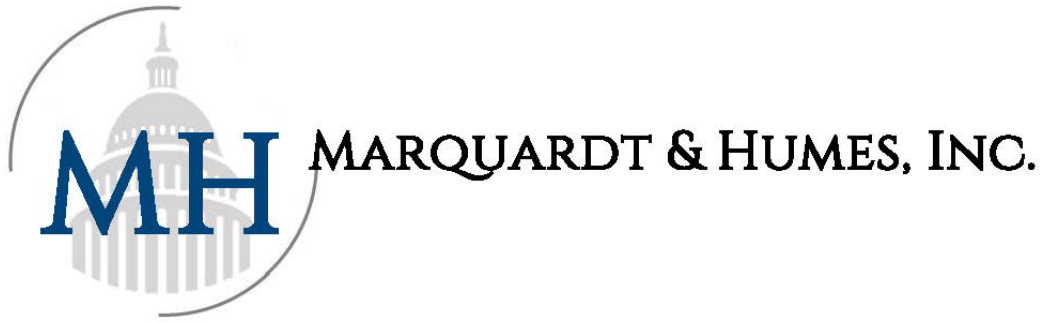
Compensation: \$40,000.00/year payable in 4 payments of \$10,000.00

Scope of Services include:

- Track legislative initiatives, bills, and committee hearings; advise DWC on the same.
- Assist in the preparation and evaluation of DWC led initiatives and associated legislation
- Identify and foster relationship with elected officials supportive of DWC initiatives
- Identify and foster relationships with elected officials sharing opposition with DWC to initiatives opposed by DWC or the water sector.
- Identify and foster relationship with stakeholders and industry groups supportive of DWC initiatives
- Identify and foster relationships with stakeholders and industry groups sharing opposition with DWC to initiatives opposed by DWC or the water sector.
- Provide notice and information regarding funding opportunities or changes to the same
- Provide notice and information regarding proposed regulatory changes or modifications
- Assist in coordinating introductions to legislators representing the DWC service area, and scheduling meetings/appointments/introductions upon request.

II. WARRANTIES BY M&H INC

M&H INC represents and warrants to CLIENT. that it has the experience and ability to perform the services required by this Agreement; that they will perform said services, in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement; and that they have the



power to enter into and perform this Agreement; and that their performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws.

III. INDEPENDENT CONTRACTOR

M&H INC acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. M&H INC shall not enter into any contract or commitment on behalf of the CLIENT, M&H INC further acknowledges that they are not considered an affiliate or subsidiary of CLIENT. and are not entitled to any of CLIENT. employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

IV. BUSINESS PRACTICES

M&H INC hereby represents and covenants that they:

- have no knowledge or information that any unlawful payments, disbursements, assignments

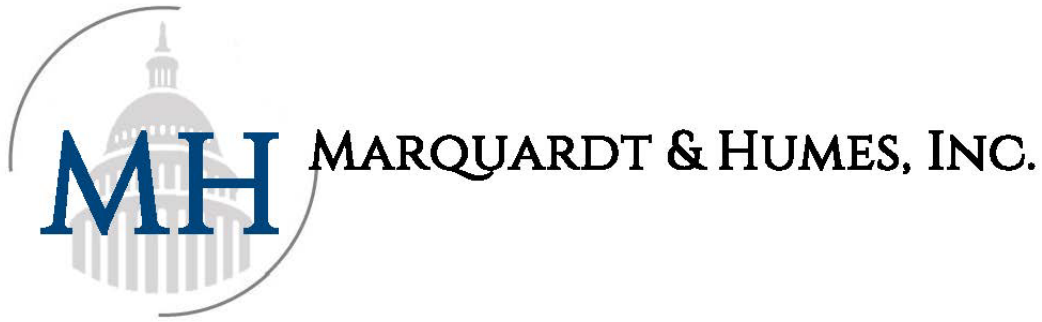
- or transfers of property of any type have been made, or promised to any governmental official or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official;

- will take all reasonable steps to ensure that no unlawful payments, disbursements, assignments

- or transfers of property of any type be made to any governmental official, or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official.

V. CONFIDENTIALITY

M&H INC recognizes and acknowledges that this Agreement creates a confidential relationship between M&H INC and CLIENT. and that information concerning CLIENT., or its operation, whether written or oral, is confidential in nature. All such information concerning CLIENT. is hereinafter collectively referred to as "Confidential Information". M&H INC will not use, disclose to any third party, directly or indirectly, for its own benefit or the benefit of others, both during the term of the Agreement and subsequent to its termination, any Confidential Information which M&H INC may acquire or develop in connection with or as a result of the performance of this agreement. M&H INC further agrees to bind their employees and subcontractors to the terms and conditions of this Agreement.



VI. GRANT

M&H INC agrees that their work product produced in the performance of this Agreement shall remain the exclusive property of CLIENT., and that they will not sell, transfer, publish, disclose, display or otherwise make the work product available directly to third parties without CLIENT., prior written consent. Any rights granted to CLIENT under this Agreement shall not affect CLIENT., exclusive ownership of the work product.

VII. ENTIRE AGREEMENT AND NOTICE

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

IN WITNESS WHEREOF, CLIENT, and MARQUARDT & HUMES, INC. do hereby affirm that they understand the provisions contained herein. Therefore, in consideration of the mutual covenants contained herein, CLIENT., and MARQUARDT & HUMES, INC. have caused this contract to be executed, by witness of the signatures following, as of the day and year first written.

CLIENT

MARQUARDT & HUMES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



Resolution #: RFBA

Account: 01-60-772500, \$120,000

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/11/2025

Description: **Authorization of a Consulting Agreement with Tai, Ginsberg & Associates, in an amount not to exceed \$120,000**

Agenda Section: Administration Committee

Originating Department: Administration

It is recommended that the consulting services agreement with Tai, Ginsberg & Associates be authorized for a one-year period. This service is for Federal, State, labor, and RxR legislation/lobbying services, which DWC finds to remain of value at this time as there are a number of DWC initiatives which are expected to be underway over the next several years for which this service is likely to be valuable. A scope of expected activities is included in the proposal.

Tai, Ginsberg & Associates have been extremely productive since first retained in 2024, facilitating in-person and virtual meetings with nearly every federal legislator that represents the DWC service area, and assembling submittals and support documents for Congressional Directed Spending (CDS) earmarks, which were successful in assigning funding marks in the amount of \$1.5M for the source water project; \$1M from Congressman Krishnamoorthi, and \$500K from Congressman Casten.

Recommended Motion:

To authorize the execution of a Consulting Agreement with Tai, Ginsberg & Associates, in an amount not to exceed \$120,000 for 12-month term.



TAI GINSBERG & ASSOCIATES, LLC

February 11, 2025

James F. Zay
Chairman
DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126

Dear Chairman Zay:

This letter serves as an agreement for Tai Ginsberg & Associates, LLC (TG&A) to provide federal strategic grants consulting – and advocacy services, as needed – in Washington, DC on behalf of the DuPage Water Commission (DWC) in support of the Source Water Project. Efforts will focus on funding opportunities in the FY 2025 & 2026 Appropriations process in Congress. This engagement will involve the continued strategic partnership with Raucci & Sullivan Strategies, LLC.

1. **COMPANY.** Focused on bipartisan federal advocacy services within the transportation and infrastructure space, including municipal water infrastructure needs, Tai Ginsberg & Associates, LLC provides a strong depth of knowledge to our diverse set of clients in the private and public sectors. The firm is proud of its strong understanding of federal agencies and programs, the Congressional appropriations process, and other opportunities that help its clients navigate the federal landscape.

TG&A's team has a combined 50+ years of professional experience in policy and government relations. Services include extensive work with the U.S. House of Representatives and the U.S. Senate, developing or modifying policies and programs to meet client objectives, and building relationships for its clients to leverage. TG&A also maintains strong relationships with stakeholders in the infrastructure space and can provide a continuous liaison with other Washington, D.C.-based and infrastructure-based organizations and coalitions.

Key personnel on this engagement would include:

Jason Tai, Principal

Jason has over two decades of broad and substantive experience in federal and state government with expertise in transportation and infrastructure issues. He represents a diverse group of clients ranging from public sector agencies, Fortune 500 companies, mid-

market businesses, and start-ups. He has proven successful in negotiating and securing significant federal and state funding for a variety of critical projects and managed complex governmental and political processes to achieve results. Prior to joining the private sector government relations field, Jason served as Chief of Staff for two Members of Congress where he oversaw and managed all policy, projects, communications, intergovernmental, and political issues. Jason also served as a Professional Staff Member on the U.S. House Transportation & Infrastructure Committee. Jason also served in state government.

The Governor of Illinois appointed Jason as a senior executive at the Illinois Department of Transportation serving dual appointed positions as Director of Public and Intermodal Transportation and Senior Policy Advisor to the Secretary. In the roles, he was responsible for a \$548 million budget, which funded statewide transit and rail operating and capital needs and administered federal and state funding for 52 transit agencies across Illinois and advising the Secretary on its federal policy issues in Washington.

Matt Ginsberg, Principal

Matt has extensive and diverse government relations experience including campaign, federal governmental, and over a decade of private sector lobbying experience. He has expertise in drafting and passing legislation, performing business development services, coordinating lobbying strategies, securing federal funding, and representing clients before Congress, executive branch agencies, and industry associations. Over the course of his private sector tenure, he has successfully secured over hundreds of millions of dollars in federal discretionary grants for his clients through direct advocacy and strategic technical assistance.

Matt's client base is primarily focused on a mixture of public agencies and high-profile corporate clients. He represents clients ranging from airports, local governments & municipalities, railroads, transit agencies, highway departments, technology start-ups and other private sector domestic and international clients. In 2020, Matt was named to the Top 40 Under 40 list by Mass Transit Magazine for his government relations work in the transit industry.

Previously, Matt worked for Congressman Jared Polis (D-Colorado-2) in his Washington, D.C. office. During the 2008 election cycle, Mr. Ginsberg worked for Media Strategies and Research, a political media consulting firm in Denver, Colorado, where he helped manage the communications strategy for a major presidential campaign. He also previously worked for Senator Ken Salazar (D-Colorado) in his Washington, DC office.

Mr. Ginsberg received his BA, *magna cum laude*, for a double major in Political Science and International Affairs from the University of Colorado in Boulder, Colorado.

Additional Illinois-based partners on this initiative include Raucci & Sullivan Strategies, LLC (RSS):

Dave Sullivan, President

Dave Sullivan was appointed to the Illinois State Senate in 1998 to represent Chicago and the Northwest suburbs. He was duly elected in 2000 and was reelected in 2002 without opposition. In his nearly two decades as a lobbyist, he has won the annual Golden Horseshoe Award for Best Illinois Lobbyist five times. Most recently, he was elected by his peers as the Speaker of the Illinois Third House for 2022.

Recognized as a leader during his legislative career for health care, children's issues, adoption, and education, as well as being a leader in telecommunication, labor, and energy policies. Sullivan has been the recipient of numerous awards from associations, labor groups and children's advocacy organizations. Since 2005 he has been integral in the passage of 2 state constitutional amendments, The Marriage Equality Act, energy legislation, infrastructure funding, tax incentives, Medicaid reforms and many other initiatives.

Sullivan is a graduate of Marquette University with a B.A. in Political Science. He and his wife Dru reside in Park Ridge. They have four children and six grandchildren.

Marc Poulos

Marc Poulos joined RSS in 2018, the same year he was recognized with the Golden Horseshoe Award for Best Illinois Lobbyist. Marc served as a member of the transition team of Governor JB Pritzker. He spent several years managing the International Union of Operating Engineers Local 150 labor-management and Governmental Affairs operations. Among his Legislative successes: he spearheaded the effort to successfully amend the Illinois Constitution to protect Road Fund money from being diverted for other purposes.

Poulos earned his law degree from Chicago-Kent College of Law. He resides in Naperville with his family.

2. **SCOPE OF WORK.** TG&A proposes to utilize its expansive knowledge and relationships in the water infrastructure and policy space to provide as-needed advocacy services and strategic counsel to DWC specifically related to the Lake Michigan Source Water Project.
 - a. **Federal & State Grants Strategic Consulting & Advocacy Services**
 - i. Track state and federal legislative initiatives, bills, and committee hearings; advise DWC on the same.
 - ii. Assist in the preparation and evaluation of DWC led initiatives and associated legislation.
 - iii. Identify and foster relationships with state and federal elected officials supportive of DWC initiatives.

- iv. Identify and foster relationships with state and federal elected officials sharing opposition with DWC to initiatives opposed by DWC or the water sector.
- v. Identify and foster relationship with stakeholders and industry groups supportive of DWC initiatives.
- vi. Identify and foster relationships with stakeholders and industry groups sharing opposition with DWC to initiatives opposed by DWC or the water sector.
- vii. Provide notice and information regarding funding opportunities or changes to the same.
- viii. Provide notice and information regarding proposed regulatory changes or modifications.
- ix. Assist in engaging labor representatives and business representatives supportive of the DWC initiatives.
- x. Assist in coordinating introductions to legislators representing the DWC and Northeastern Illinois service area, and scheduling meetings, appointments, and introductions upon request.
- xi. Assist in identifying prospective funding sources and strategic development of grant application documents.
- xii. Assist in establishing introduction / easement negotiation meetings and fostering relationships with prospective strategic partners, including but not limited to (ACOE, IDNR, IDOT, ISTHA, railroads as applicable, County, and local stakeholder organizations).
- xiii. Advise DWC on project-specific funding opportunities in the FY 2025 & FY 2026 Appropriations process also referred to as Congressionally Directed Spending (CDS) in the U.S. Senate and Community Project Funding (CPF) in the U.S. House of Representatives.
- xiv. Provide strategic counsel on mapping out funding requests with DWC Congressional delegation in Washington.
- xv. Provide turnkey staffing to DWC to apply for Congressional project funding requests in the annual Appropriations process.
- xvi. Assist DWC with outreach activities to build formal stakeholder support and coordinate relevant support letters on behalf of CDS and CPF opportunities in Congress.

3. TERM. This agreement is effective on February 1, 2025, and will continue through January 31, 2026.

4. FEES. In consideration of the Services, the DuPage Water Commission shall pay a monthly retainer of \$10,000 per month plus expenses. Consulting fees shall be billed monthly and shall be paid within 30 days from receipt of invoice.

- 5. **CONFIDENTIALITY.** If either party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such matters except in the proper performance of this agreement.

- 6. **TERMINATION.** Either party may terminate this agreement for any reason upon 30 days' written notice to the other party.

This agreement sets forth the entirety of the agreement between TG&A and DuPage Water Commission as to the services to be provided and compensation to be made during the term thereof.

If agreeable to the terms and conditions set out above, please sign below. A fully executed agreement will be transmitted to you for your records.

The Honorable James F. Zay
Chairman
DuPage Water Commission

Jason Tai
Principal
Tai Ginsberg & Associates, LLC

Date

Date



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: 2/13/2025

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for January 2025 were a total of 2.10 billion gallons. This represents an average daily demand of 67.8 million gallons per day (MGD), which is lower than the January 2024 average day demand of 68.9 MGD. The maximum day demand was 78.6 MGD recorded on January 22, 2025, which is higher than the January 2024 maximum day demand of 76.7 MGD. The minimum day flow was 60.9 MGD.

The recorded total precipitation for January 2025 was 1.14 inches compared to 3.46 inches for January 2024. The level of Lake Michigan for January 2025 is 578.02 (Feet International Great Lakes Datum (IGLD) 1985) compared to 578.80 (Feet IGLD 1985) for January 2024.

DuPage Operations & Instrumentation Maintenance and Construction Overview

High Lift Pump Motor No. 3 is experiencing start-up issues. DWC staff are working with qualified large motor service personnel to determine the root cause of the start-up issue. The motor is being scheduled for removal and inspection at a contractor's facility.

High Lift Pump Isolation Valve replacement project is tentatively scheduled for March, but may be deferred depending upon the schedule for the Pump #3 repair.

Resolution No. R-14-25 appears on the agenda requesting approval and ratification of Quick Response Electrical Contract QRE-10/24 Work Authorization Orders No. 001 to Volt Electric Inc. and Work Authorization Order No. 002 to Homestead Electrical Contracting Inc. for emergency and non-emergency response for electrical services at the DuPage Pumping Station in response to the power system issues that occurred on January 21st. The work was completed prior to board approval and was not reasonably foreseeable at the time of need.

City of Chicago Water Treatment Modifications

The City of Chicago's transition from their current blended phosphate to phosphoric acid is ongoing to optimize the control of lead and copper release through household plumbing. Staff continue to share updated information with all DWC customers as it is received from the City.

DWC staff continues monitoring certain water quality parameters to follow the progress during the City's transition of the treatment technique. The expanded monitoring program will continue through late spring 2025.

Lexington Operations and Maintenance Overview

No Change: Investigations continue, and additional proposals are being sought for the installation of vibration analysis instrumentation; proposals will be brought forth for Board consideration in the future.

No Change: Commission staff have informed Chicago DWM staff that the Lexington SCADA node is once again in failure mode. Chicago DWM reports that they will continue to troubleshoot their SCADA system deficiencies to identify the root cause of the ongoing issues.

Alternate Water Source

No Change: Staff will continue to engage the Village of Northbrook regarding tree removal permitting as necessary and contractors to perform tree removal and site cleanup of fly-dumped materials.

Pipeline & Remote Facilities Maintenance Overview

Pipeline and Remote Facilities staff continue to inspect Remote Facilities and perform preventative maintenance and corrective work as needed.

Pipeline staff are performing an annual valve exercising program.

Pipeline staff and DeLasCasas CP, LLC are performing testing and maintenance on the galvanic cathodic protection systems on selected feeder mains and meter station piping.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. The DWC campus control panel replacement has been completed with final site acceptance testing and open items work being completed. The Factory Acceptance Test (FAT) for the remote site control panels including Lexington, Tank Sites, Meters Stations, and ROV's has been completed. Commission and Concentric staff have started communication stress testing in the field and will begin replacing RTU panels at the remote sites starting at the end of February. The inspection and maintenance of all remote site antenna systems is underway and roughly 80% complete. Replacement of the fiber network for the DWC campus is anticipated to begin this Spring following the completion of all control and network upgrades with the addition of a new duct bank to complete a ring topology for the new fiber network.

Engineering & Capital Improvement Program Overview

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection point remains ongoing. A technical review workshop was recently held with the design team and Lombard staff, with design to be completed in 2025 with construction to follow.

R-17-25 also appears on the agenda seeking approval of Task Order No. 06 with Burns and McDonnell (BMcD) to perform additional hydraulic modeling and model calibration for the Commission.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 70% complete. Development of 90% plans has been completed, with numerous permit submittals having been made in recent weeks. This effort includes a recent submittal to ComEd to initiate their technical and real estate review processes, which is anticipated to take up to five months to complete. Coordination with these permitting agencies and the WaterLink Communities will remain ongoing throughout the permit review duration to make sure any design changes are quickly and accurately represented to all impacted parties.

The acclimation phase of the corrosion control treatment study, performed by the Cornwell Engineering Group, is now complete. Associated reports were submitted to the Illinois Environmental Protection Agency (IEPA) for review/comment in December and were approved. Current efforts have begun to transition the study from analysis of the current water supplies to water from the Jardine Water Purification Plant, which will simulate the final water condition upon completion of the WaterLink Project. This study is required by the IEPA and is expected to be completed by November 2025, though preliminary results indicate that it could be completed much earlier.

Additional efforts related to property (easement) acquisition are also underway, with real estate appraisals to begin in earnest during the month of February. Items related to easement acquisition will likely be brought forward for Board consideration over the next several months. A coordination meeting was recently held on this topic to ensure all parties are in alignment regarding next steps and schedule.

A kick-off for the Phase III effort with Burns & McDonnell (BMcD) to serve as the Program Manager was also recently held, followed by a day-long workshop with the BMcD and Phase II design teams to review and discuss the project design considerations and overall transition between the Phase II and Phase III efforts. Project communication efforts have also begun, with a coordination meeting between the BMcD team and Waterwell, in addition to contact being made with industry organizations and communications staff at the three WaterLink Communities for initial feedback.

Coordination efforts with the LAN and BMcD teams has also been ongoing over the past few weeks with the intention of scheduling a contractor outreach event, currently targeted for early to mid-March. An event such as this will help grow interest in the WaterLink Project within the construction industry and will allow Commission Staff and the Phase II/III engineering teams to gauge levels of interest and solicit feedback from the contractor community regarding the project.

Board Action Items

Resolution R-14-25: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-10/24 (**WAO No. 001 – Volt Electric, Inc. – Estimated Expense of \$3,900, and WAO No. 002 – Homestead Electrical Contracting, Inc. – Estimated Expense of \$4,300**)

Resolution R-17-25: A Resolution Approving Task Order No. 06 with Burns & McDonnell Engineering Co., Inc. (**Hydraulic Model Development and Calibration – Estimated Expense of \$120,000**)

Attachments

1. DuPage Laboratory Bench Sheets for January 2025
2. Water Sales Analysis 01-May-2020 to 31-January-2025
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation
5. WaterLink Status Report

Under separate cover: Summary memorandum regarding power outage event on January 21, 2025.

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Jan-25

PER DAY AVERAGE 77,857,045

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,961,815,221	96.66%	\$9,424,665.67	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,621,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	\$10,436,405.00	\$8,904,425.59	337,423	0.02%	97.81%	\$5.18	\$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	\$9,508,392.46	\$8,139,012.84	529,206	0.03%	97.50%	\$5.18	\$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	\$10,214,825.32	\$8,757,453.41	306,690	0.02%	97.34%	\$5.18	\$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	\$10,164,180.46	\$8,689,172.45	349,596	0.02%	97.62%	\$5.18	\$4.322
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
TOTALS (1)	931,481,689,798	958,216,392,084	97.21%	\$2,404,293,325.34	\$2,120,485,868.45	887,569,585	0.09%	97.30%	\$2.58	\$2.213

(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

Jan-24	21,134,201,000	21,705,563,635	97.37%	113,913,343	97,970,312				\$5.39	\$4.514
Jan-25	20,969,951,000	21,467,352,437	97.68%	117,012,327	100,387,271				\$5.58	\$4.676
	(164,250,000)	(238,211,198)		\$3,098,983	\$2,416,959					
	-0.8%	-1.1%		2.7%	2.5%					
Month										
Jan-24	2,058,390,000	2,131,445,175	96.57%	11,094,722	9,674,664				\$5.39	\$4.539
Jan-25	2,084,797,000	2,142,229,363	97.32%	11,633,167	10,053,482				\$5.58	\$4.693
	26,407,000	10,784,188		\$538,445	\$378,819					
	1.3%	0.5%		4.9%	3.9%					
Jan>Dec	81,772,000	88,284,765		456,288	414,320					

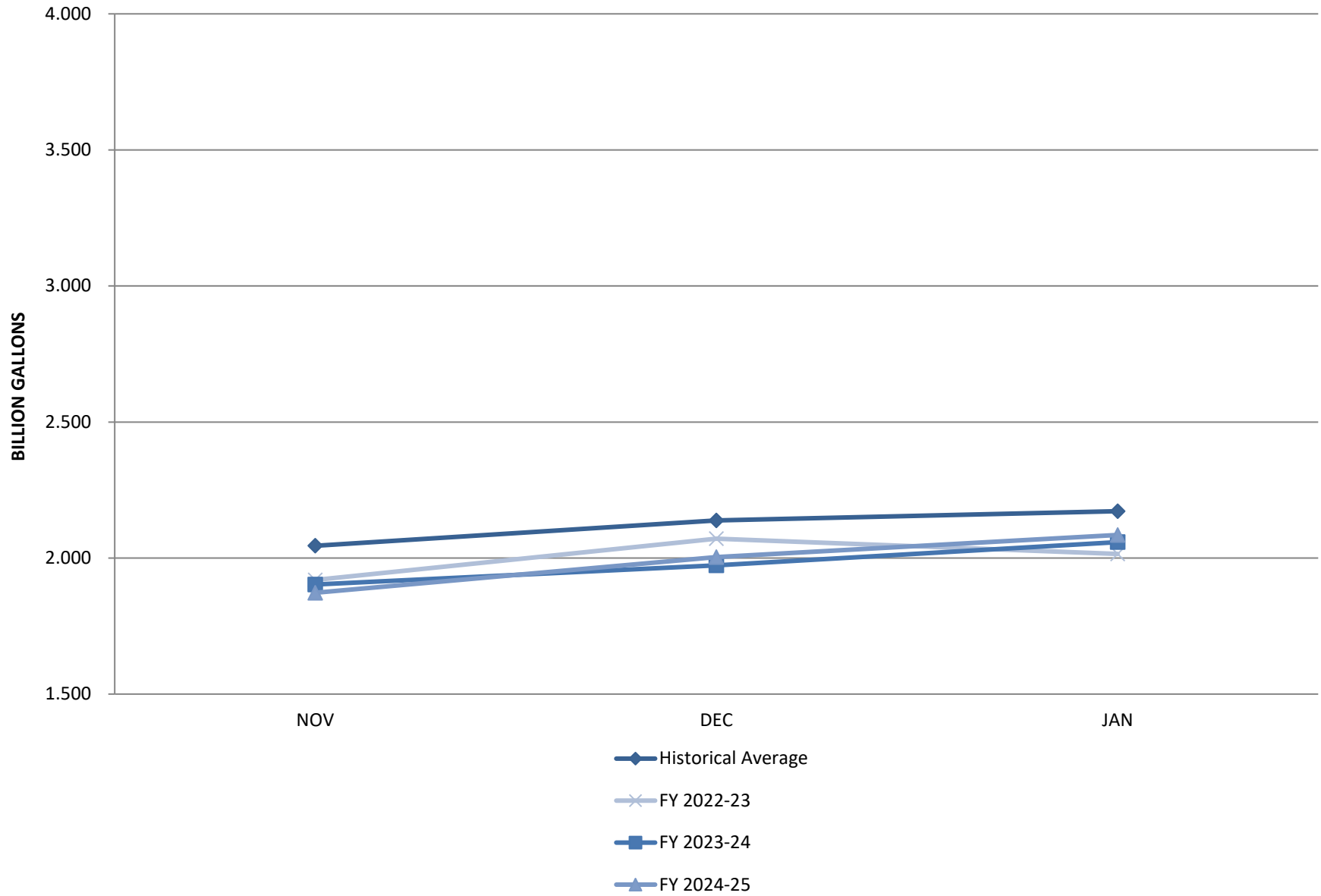
DUPAGE WATER COMMISSION
 PWS FACILITY ID# - IL435400
 MONTHLY OPERATIONS REPORT
 DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
 JANUARY 2025

DATE	LEXINGTON P. S. SUPPLY				DUPAGE P. S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)		FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.39	0.08	1.01		1.31	0.12	51	7.2	0.7	0.92	0	KD
2	1.31	0.09	0.95		1.27	0.10	53	7.2	0.6	1.04	0	KD
3	1.37	0.10	1.04		1.30	0.11	52	7.2	0.7	1.10	0	KD
4	1.36	0.08	0.92		1.30	0.11	53	7.3	0.8	1.00	0	RC
5	1.32	0.09	0.98		1.21	0.12	52	7.3	0.8	0.91	0	RC
6	1.39	0.07	0.90		1.15	0.12	52	7.2	0.7	1.03	0	KD
7	1.37	0.08	0.94		1.33	0.10	50	7.3	0.7	1.00	0	KD
8	1.36	0.08	0.94		1.26	0.11	51	7.2	0.7	0.98	0	RC
9	1.48	0.08	1.08		1.25	0.10	51	7.2	0.8	0.96	0	RC
10	1.26	0.08	1.15		1.31	0.09	50	7.3	0.7	1.09	0	RC
11	1.48	0.04	1.25		1.25	0.10	50	7.2	0.8	1.11	0	RC
12	1.32	0.09	1.38		1.10	0.12	51	7.3	0.8	1.22	0	RC
13	1.33	0.07	1.41		1.38	0.12	50	7.3	0.8	1.27	0	RC
14	1.29	0.08	1.19		1.22	0.11	49	7.3	0.8	1.29	0	RC
15	1.36	0.09	1.26		1.30	0.10	47	7.3	0.8	1.16	0	AM
16	1.39	0.09	1.29		1.30	0.10	48	7.2	0.8	1.21	0	AM
17	1.31	0.10	1.28		1.28	0.11	48	7.1	0.8	1.19	0	AM
18	1.35	0.08	1.33		1.38	0.12	50	7.1	0.7	1.23	0	JS
19	1.28	0.09	1.36		1.13	0.14	49	7.1	0.8	1.28	0	AM
20	1.33	0.08	1.27		1.11	0.11	49	7.0	0.8	1.19	0	AM
21	1.36	0.10	1.29		1.13	0.11	48	7.0	0.8	1.26	0	AM
22	1.39	0.08	1.30		1.40	0.10	50	7.0	0.8	1.35	0	JS
23	1.35	0.07	1.35		1.48	0.09	49	7.0	0.8	1.35	0	JS
24	1.37	0.06	1.65		1.39	0.09	50	7.1	0.8	1.66	0	JS
25	1.45	0.08	1.41		1.41	0.08	49	7.1	0.8	1.29	0	AM
26	1.40	0.07	1.36		1.40	0.09	48	7.1	0.8	1.27	0	AM
27	1.36	0.06	1.36		1.41	0.11	50	7.0	0.7	1.17	0	JS
28	1.35	0.07	1.37		1.42	0.10	50	7.0	0.8	1.26	0	JS
29	1.40	0.07	1.30		1.39	0.11	52	7.0	0.7	1.34	0	JS
30	1.37	0.08	1.28		1.40	0.10	50	7.1	0.8	1.27	0	AM
31	1.36	0.08	1.37		1.30	0.09	49	7.1	0.9	1.33	0	AM
AVG.	1.36	0.08	1.22		1.30	0.11	50	7.2	0.8	1.18	0	
MAX.	1.48	0.10	1.65		1.48	0.14	53	7.3	0.9	1.66	0	
MIN.	1.26	0.04	0.90		1.10	0.08	47	7.0	0.6	0.91	0	

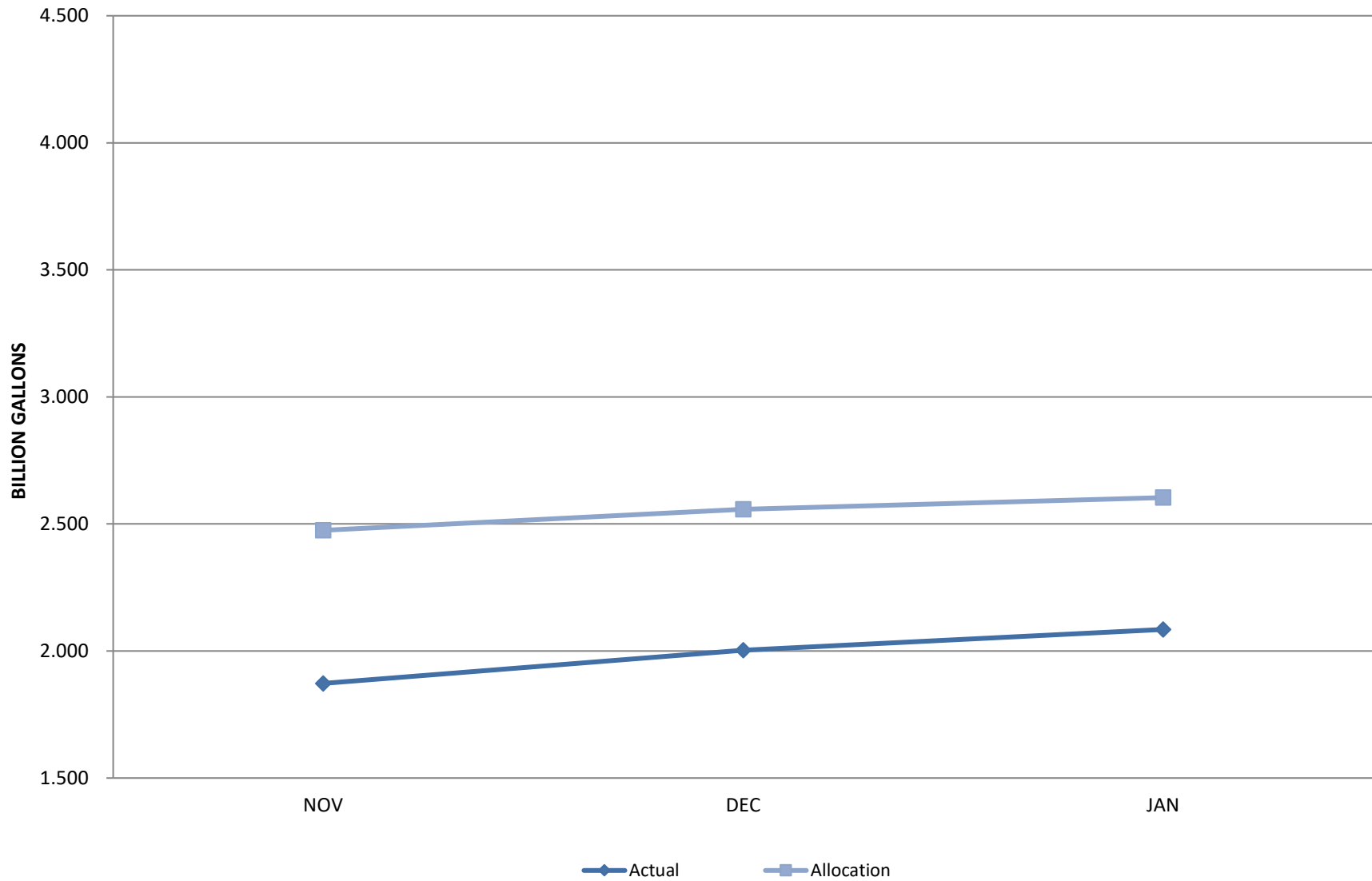


 Mike Weec, Operations Supervisor
 Illinois ROINC # 186860234
 Date 2/5/25

DU PAGE WATER COMMISSION SALES FY 2024-25, 2023-24 & 2022-23 VS. HISTORICAL AVERAGE



DU PAGE WATER COMMISSION SALES FY 2024-25 VS. ALLOCATION





MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: February 10, 2025

MEETING DATE: February 20, 2025

I. Progress through February 10, 2025

A. Field data collection and surveying.

1. Supplemental topography completed along Hill Rd to accommodate revised Montgomery #1 Delivery site configuration, Additional topographic survey underway at proposed chlorination building / future pump station site, to be completed by February 21.
2. Final cadastral surveying work complete.
 - a) All 13 additional sections authorized in Phase 1 complete. Site surveying for 3 of the 7 delivery sites has been completed, with remainder coming from WaterLink municipal engineers.
 - b) Site topo at Oswego East HS began Aug 6 and is complete. High school engineer provided existing utility map at site.
 - c) Existing structure rim/invert data collection 100% complete. Total of approximately 1,050 structures located with rim/inverts surveyed.
3. Processing of collected Aerial LIDAR data is complete.
 - a) 100% of original scope complete. Overall width of data processing increased to facilitate design drawing set-up and minimize future re-work. Increased width processing complete.
 - b) SAM delivered additional processed data along Wolf's Crossing Rd and Douglas Rd for modified FW1 Segment 1 & 2 route to REL on August 26th.
 - c) Due to ComEd alignment changes west of Ogden Falls Blvd., additional topo processing was completed by SAM LLC. Processed data was received last week.
4. Subsurface Utility Locates
 - a) All remaining SUE field activities completed in mid-December.
5. Utility Potholing Locates
 - a) Over 440 potholes completed along ComEd corridors and are now 100% complete.



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Program Management





MONTHLY STATUS REPORT

6. Geotechnical
 - a) Total of 185 borings (90%) completed to date in Phase 2 through January 31. S2 geotechnical report delivered last week; borings logs and report for S3 expected in next two weeks.
7. Cathodic Protection
 - a) Soil resistivity testing along project routes complete for cathodic protection design.
 - b) Draft final report provided for TW-6 S1, remaining report(s) in progress.
- B. Data Collection (as-builts, GIS, design drawings).
 1. WaterLink Delivery Point proposed site layouts.
 2. Design team has set initial priority parcels to move to the plat preparation stage.
- C. Ongoing Coordination with ComEd.
 1. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
 2. Subsequent ComEd design reviews and coordination will be performed during Phase II design as part of legal and appraisal process.
- D. Land Acquisition
 1. 222 of 232 Titles Received
 2. 160 total parcels for easement preparation
 3. Easement legal descriptions & exhibits
 - a) 79 total prepared to date (50%)
 4. Intro letter to property owners developed and finalized. Appraisals to begin in earnest this month. Verified that WIFIA will accept IDOT method rather than Yellow Book.
- E. Contract TW-6 Section 1 (Book Rd) in progress.
 1. Water transmission main plan and profile design ongoing.
 2. Proposed connection design at Book Road & 75th Street. Comments received 2/10/25 from DuPage DOT are under review – likely to meet with them again to clarify multiple updates since Aug '23 meeting.
 3. Remote operated valves to be placed along existing 48-inch transmission main.
 4. Roadway plans and traffic control plans have been prepared.
 5. In-field route review for valve locations completed to confirm actual conditions.
 6. 90% Submittal Drawings submitted to DWC 12/13/24.
 7. IEPA construction permit application submitted 1/3/25.



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MONTHLY STATUS REPORT

8. Permit applications with USACE, IDNR, DuPage County Stormwater, City of Naperville, and Wheatland Township submitted.
 9. Design changes to address 90% comments are underway, including depth of cover and structure modifications.
- F. Contract TW-6 Section 2 & 3 in progress.
1. Water transmission main plan and profile design ongoing.
 2. Alignment revision into Aurora 95th Street ROW was reviewed with the City and will not be pursued. 90% design will remain in ComEd ROW.
 3. Realignment on 248th Avenue to accommodate two-way traffic during construction is complete.
 4. In-field route review for valve locations completed to confirm actual conditions.
 5. Tunnel locations reviewed based on DWC comments – one tunnel removed and one tunnel shortened on TW-6 Section 2.
 6. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
 7. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.
- G. Contract FW-1 Section 1 & 2 in progress.
1. Water transmission main plan and profile design ongoing.
 2. 90% Submittal Drawings submitted to DWC 12/13/24. Comments received 2/3/25 from Kendall County Hwy. Dept. are under review and will be addressed.
- H. Contract FW-1 Section 3 in progress.
1. Water transmission main plan and profile design ongoing.
 2. 90% Submittal Drawings Submitted to DWC 12/22/24.
 3. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.
 4. Permit application to IDOT District 3 will request several variances with regards to pipe alignment proximity to ROW line and drainage ditches. Permit application is being prepared.
- I. Contract FW-1 Section 4 in progress.
1. Water transmission main plan and profile design ongoing.



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MONTHLY STATUS REPORT

2. 90% Submittal Drawings submitted to DWC 12/13/24.

J. Contract MS-22 Meter Stations in progress.

1. Meter station piping and building layouts ongoing.
2. Architectural and structural design for the buildings is ongoing.
3. Piping modifications to address DWC pipe trench removal in progress.
4. WaterLink feedback received on architectural treatments and site layout modifications.

II. Scope Changes – Phase II (to date)

A. Design of Additional Architectural Treatments for WaterLink Meter Stations.

1. Fee: Pending (to be submitted to DWC for review/approval).

III. Financials

A. Total Phase II Contract: \$19,956,942

1. Fee Expended through January 31, 2024:

- a) Total: \$14,148,748 (70.9%)
 - 1) Basic Services: \$9,459,989 (47.4%)
 - 2) Additional Services: \$4,668,761 (23.5%)

IV. Completed Workshops, Meetings and Visits (January – February)

- A. Monthly Progress Meeting w/ DWC – January 16, 2025
- B. ComEd Submittal Coordination Meeting – January 21, 2025
- C. Design Review Workshop with DWC and Burns & McDonnell – February 3, 2025
- D. Project Standard Details Review Meeting – February 6, 2025

V. Upcoming Tasks & Meetings

- A. ComEd Coordination Meetings – Various.
- B. Phase II geotechnical field work (ongoing).
- C. Field data collection for cathodic protection design (ongoing).
- D. Permit submittals to various review agencies.
- E. Easement Acquisition Workshop – February 13, 2025.



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MONTHLY STATUS REPORT

- F. Oswego Coordination Meeting – February 14, 2024
- G. Final Design Submittal for TW-6 Section 1 – February 28, 2025.
- H. Design Coordination Meeting with DuPage DOT re: 75th/Book Rd connection – TBD
- I. Contractor Outreach Event – TBD (March 7 or March 14 targeted)



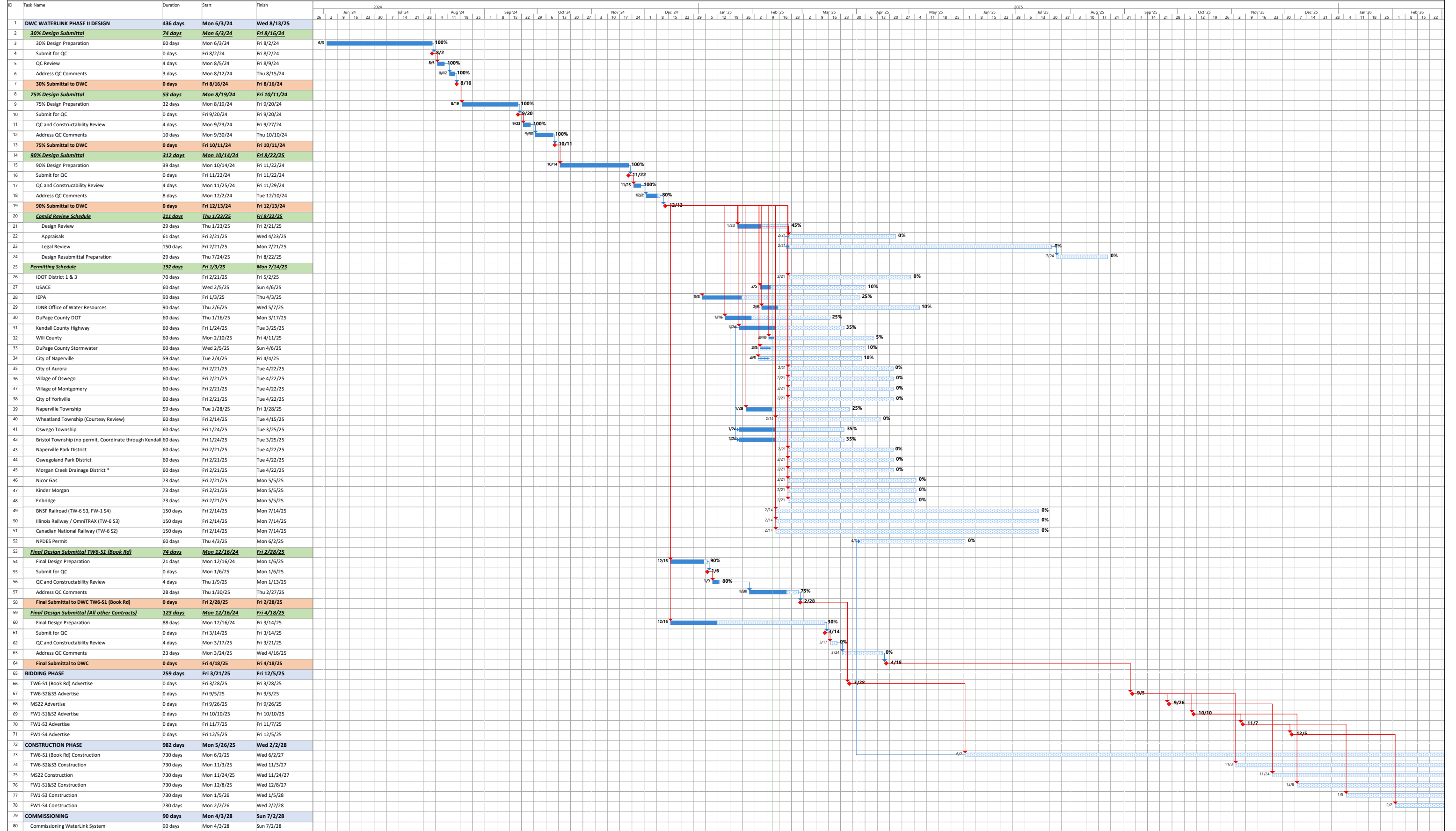
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Cash Flow/Invoicing Forecast - Phase II Services
DuPage Water Commission
WaterLink Extension
February 2025

Description	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Activity through July 31, 2024	Activity through August 31, 2024	Activity through September 30, 2024	Activity through October 31, 2024	Activity through November 30, 2024	Activity through December 31, 2024	Activity through January 31, 2025	Planned	Planned	Planned	Planned	Planned	Planned	Planned	
	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,525	\$ 994,029	\$ 992,826	\$ 999,176	\$ 1,118,039	\$ 1,116,725	\$ 745,163	\$ 636,799	\$ 511,607	\$ 386,415	\$ 386,415	\$ 386,415	\$ 375,576	\$ 250,384	\$ 125,192
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 64,786	\$ 149,871	\$ 438,251	\$ 350,121	\$ 269,867	\$ 548,836	\$ 561,002	\$ 449,708	\$ 417,732	\$ 417,732	\$ 199,333	\$ 155,000	\$ -
MONTHLY SUBTOTAL	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 1,572,842	\$ 1,589,025	\$ 1,057,612	\$ 1,149,047	\$ 1,556,290	\$ 1,466,846	\$ 1,015,030	\$ 1,185,635	\$ 1,072,609	\$ 836,123	\$ 804,147	\$ 804,147	\$ 574,909	\$ 405,384	\$ 125,192
SUBTOTAL	\$6,314,947				\$5,351,974				\$8,290,021									
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000				\$6,660,942									
TOTAL PHASE II CONTRACT															\$ 19,956,942			

**DuPage Water Commission
WaterLink Extension
Phase II Design Schedule**



February 2025 Critical Task Task Progress



Resolution #: R-14-25

Account: 01-60-656000

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/13/2025

Description: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-10/24

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

The Commission entered into certain agreements dated February 15, 2024, with McWilliams Electric Co. Inc., Volt Electric Inc., and Homestead Electrical Contracting, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-14-25 would ratify the following Work Authorization Orders under the Quick Response Electrical Contracts.

Work Authorization Order No. 001 This work authorization is for Volt Electric, Inc. for emergency and non-emergency response for services at the DuPage Pumping Station.

Work Authorization Order No. 002 This work authorization is for Homestead Electrical Contracting, Inc. for emergency and non-emergency response for services at the DuPage Pumping Station.

Volt Electric and Homestead Electrical Contracting were mobilized under emergency response to assist staff with 5KV electrical switchgear troubleshooting and manual switchgear operation during a power loss event at the DuPage Pumping Station on January 21, 2025, and under non-emergency response to assist staff with 5KV electrical switchgear remediation services on January 27, 2025. Volt Electric was also mobilized under non-emergency response to de-terminate and re-terminate the 5KV motor leads on High Lift Pump #3 to allow for third-party motor testing on January 27 and January 31, 2025.

Work Authorization Order 001 and Work Authorization Order 002 were not reasonably foreseeable at the time of need and were issued under an emergency response and during a time-sensitive repair.

Approval of Resolution R-14-25 would approve Work Authorization Order No. 001 to Volt Electric for an estimated cost of \$3,900.00 and Work Authorization Order No. 002 to Homestead Electrical Contracting for an estimated cost of \$4,300.00.

Recommended Motion:

Add the motion here

DUPAGE WATER COMMISSION

RESOLUTION NO. R-14-25

**A RESOLUTION APPROVING AND RATIFYING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK
RESPONSE ELECTRICAL CONTRACT QRE-10/24**

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 (the "Commission") entered into certain agreements dated February 15, 2024, with McWilliams Electric Co. Inc., Volt Electric Inc., and Homestead Electrical Contracting, Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-10/24"); and

WHEREAS, Contract QRE-10/24 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders;

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 and Exhibit 2 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 germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
VACANT	<hr/>			
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2025.

ATTEST:

James F. Zay, Chairman

Danna Mundall, Clerk
Board/Resolutions/2024/R-14-25.docx

EXHIBIT 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-10/24: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-10.001

LOCATION:

DuPage Pump Station

CONTRACTOR:

Volt Electric

DESCRIPTION OF WORK:

On 1/21/25, Contractor assisted staff under emergency response and non-emergency response with 5KV electrical switchgear troubleshooting, manual switchgear operation, power restoration, de-termination, and re-termination of motor leads on a single large motor.

REASON FOR WORK:

Item 1: Emergency Response:

- a. The DuPage Pump Station lost all site power, and all the switchgear was locked out.

Item 2: Non-Emergency Response:

- b. Assist staff with 5KV electrical switchgear power restoration at the DuPage Pump Station.
- c. De-terminate & re-terminate 5KV motor leads on Pump #3 for third-party motor testing

MINIMUM RESPONSE TIME:

Item 1: Emergency Response:

- a. Less than 2 hours

Item 2: Non-Emergency Response:

- b. Greater than 2 hours
- c. De-terminate and re-terminate 5KV motor leads on Pump #3 for third-party motor testing.

COMMISSION-SUPPLIED MATERIALS, EQUIPMENT AND SUPPLIES TO BE INCORPORATED INTO THE WORK: None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER (REASON FOR WORK ITEM 1:)

IS IS NOT **PRIORITY EMERGENCY WORK**

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER (REASON FOR WORK ITEM 2)

IS IS NOT **PRIORITY EMERGENCY WORK**

DUPAGE WATER COMMISSION

By: _____

Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____

Signature of Authorized
Representative

Safety Rep: _____

Name and 24-Hr Phone No.

DATE: _____

EXHIBIT 2

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-10/24: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-10.002

LOCATION:

DuPage Pump Station

CONTRACTOR:

Homestead Electrical Contracting

DESCRIPTION OF WORK:

Assisted staff under emergency response and non-emergency response with 5KV electrical switchgear troubleshooting, manual switchgear operation, and power restoration.

REASON FOR WORK:

Item 1: Emergency Response:

- a. The DuPage Pump Station lost all site power, and all the switchgear was locked out.

Item 2: Non-Emergency Response:

- b. Assist staff with 5KV electrical switchgear power restoration at the DuPage Pump Station.

MINIMUM RESPONSE TIME:

Item 1: Emergency Response:

- a. Less than 2 hours

Item 2: Non-Emergency Response:

- b. Greater than 2 hours

COMMISSION-SUPPLIED MATERIALS, EQUIPMENT AND SUPPLIES TO BE INCORPORATED INTO THE WORK: None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER (REASON FOR WORK ITEM 1):

IS IS NOT **PRIORITY EMERGENCY WORK**

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER (REASON FOR WORK ITEM 2):

IS IS NOT **PRIORITY EMERGENCY WORK**

DuPAGE WATER COMMISSION

By: _____

Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____

Signature of Authorized
Representative

Safety Rep: _____

Name and 24-Hr Phone No.

DATE: _____



Resolution #: R-17-25

Account: 01-60-628000

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/20/2025

Description: A Resolution Approving Task Order No. 06 with Burns & McDonnell Engineering Co., Inc.

Agenda Section: Engineering & Construction

Originating Department: Administration

The Commission entered into a Master Contract with Burns & McDonnell Engineering Co., Inc., dated October 21, 2022, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-17-25 would approve the following Task Order to the Master Contract:

Task Order No. 06: Hydraulic Model Development and Calibration - \$120,000

The Commission will provide Burns & McDonnell (BMcD) with the current hydraulic model, Geographic Information System (GIS) data and Pump Station information, in addition to supplemental survey data that is being collected currently. This information will be used to create an updated hydraulic model that can be used to analyze future demand scenarios. BMcD has previously performed a review of the current hydraulic model (maintained by a different party) and upon consultation with Commission staff, it has been determined that the creation of a new model is preferable to correction of the existing model to ensure an accurate representation of existing demand conditions.

Recommended Motion:

To approve Resolution R-17-25

RESOLUTION NO. R-17-25

**A RESOLUTION APPROVING
TASK ORDER NO. 06 WITH
BURNS & MCDONNELL ENGINEERING CO. INC.**

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 entered into a contract with Burns & McDonnell Engineering Co., Inc. (the "Consultant"), dated as of October 22, 2022, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

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

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

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

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

SECTION TWO: The Task Order attached hereto as Exhibit 1 shall be and hereby is 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 Consultant, that the circumstances said to necessitate the Task Order was not reasonably foreseeable at the time the Master Contract was signed, the Task Order is germane to the Master Contract as signed, and/or the Task Order is in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
(VACANT)				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2025

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-17-25.docx

EXHIBIT 1

Task Order No. 06: Hydraulic Model Development and Calibration for DuPage Water Commission

TASK ORDER NO. 06

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services Owner and Consultant agree as follows:

1 . **Project:** Hydraulic Model Development and Calibration

This task order authorizes Consultant (Burns & McDonnell) to provide professional consulting services to support the Owner (DuPage Water Commission) for developing a new hydraulic water model, calibrating the water model and providing additional water modeling support for the ongoing WaterLink project.

2 . **Services of Consultant:**

Task 1 – Project Management, Meetings and Quality Assurance / Quality Control (QA / QC)

Task 1 includes the participation in a virtual kick-off meeting between Owner and Consultant to review the project scope, schedule, and planned deliverables. An agenda will be submitted prior to the meeting, and meeting notes will be prepared and distributed. Three (3) additional virtual meetings will be required to facilitate Tasks 2 and 3, including reviews of calibration results and WaterLink modeling results. One (1) half day field visit for two (2) Consultant Project members is included to review pumping infrastructure at the main pump station.

Task 2 – Hydraulic Modeling Development and Calibration

Consultant staff will perform hydraulic model development and calibration for average day and maximum day demand conditions. This is expected to include the following items:

1. Build a hydraulic water model using existing Owner GIS information, including water system infrastructure such as the main pump station, storage tanks (standpipes and ground), meter station lead piping (exclusive of individual meter trains), and ROVs. The model build may be completed in either Autodesk InfoWater Pro or Bentley WaterGEMs water modeling software.
2. Review of Main Pump Station and Storage Tank (standpipes and ground) record drawings.
3. Geocode water model elevations based on available USGS information and Owner verified elevations at meter stations.
4. Geocode/allocate base system demands for each calibration scenario based on metered flows provided by Owner.
5. Develop boundary conditions of the ground storage reservoir that is located upstream of the main pump station.
6. Develop valve throttle controls for up to four tanks. Throttled valves will likely be modeled as pressure reducing valves or flow control valves to match system hydraulics. One review meeting will be held with Owner Staff to review data analysis results and recommendations for model implementation. Develop one approach to simulating throttle control valves during the maximum day demand calibration event.
7. Develop new diurnal curves for up to 84 meter stations/customer delivery points for each calibration scenario.
8. Develop calibration scenario pump operations and pump controls.
9. Performing two (2) 24-hour extended period simulations (EPS) in the hydraulic model , one for Average Day Demand (ADD) and one for Maximum Day Demand (MDD), to calibrate the water model and develop pipeline C-factors.
10. Monitor pressure transducer data from system assets, including the main pump station, standpipes, ground storage tank, meter stations, and ROV's to facilitate model calibration.

11. Perform two (2) 24-hour EPS in the water model using modified “uniform flow” diurnal pattern for all Owner customers. Summarize impacts to tank levels and system pressures under uniform flow pattern approach (for future scenario evaluation).

Task 3 – WaterLink Hydraulic Modeling

Consultant staff will perform additional hydraulic modeling analysis for the proposed WaterLink improvements. This will include the following:

1. Model build out including new WaterLink Customers, review of the latest schematics and drawings as necessary to include piping and meter station locations.
2. Demand allocation for WaterLink customers shall be completed based on available information provided by Owner.
3. Review of Historical Maximum Day Demand multiplier (ratio of maximum day and average day demand) since 2017 for proposed future maximum day demand multiplier adoption (Owner existing customers only). Owner shall confirm appropriate current customer future demands prior to additional water modelling.
4. Four (4) future simulations, including two (2) Maximum Day Demand and two (2) Average Day Demands of Owner Customers plus Waterlink Community Customers.

A summary technical memorandum, written in letter report format, will be provided to Owner that documents Tasks 2 and 3.

Task Order Assumptions and Exclusions

1. If requested by Consultant, Owner will provide details on pressure transducer locations, including pipeline size, distance from any reducer fittings, and distance from the primary Owner transmission main system.
 2. Consultant will not need to review existing Owner transmission main record drawings or incorporate them into the hydraulic model. GIS data will be used for model development.
 3. Owner will provide SCADA data for the average day and maximum day demand calibration events for all meter and pressure adjusting stations, ROVs, standpipes, ground storage reservoirs, and main pump station.
 4. Owner will provide direction and final water demands/locations of WaterLink customers. Consultant will perform one layout (group of water delivery pipelines) of WaterLink customers based on information provided by the Owner. Using the model to simulate additional WaterLink customers layouts is excluded.
 5. Owner shall provide direction and confirmation for current customer future demands as it relates to this task order.
 6. All data provided by Owner will be in Microsoft Excel format.
 7. Except as specifically noted under Task 1 herein, site visits or field data collection, including but not limited to C-factor testing or hydrant testing, is excluded from this task order.
 8. Owner will provide an expected “uniform flow” diurnal pattern (or confirm 1.0 for all timesteps) that will be adopted for all Owner customers in Task 3, WaterLink Hydraulic Modelling.
 9. Detailed review and implementation of individual meter station meter trains into the hydraulic model is excluded. It is assumed all pressure transducer records provided by Owner are upstream of metering equipment and before any flow splits associated with Owner’s multiple meter station trains.
- 3. Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations: None.

4. Commencement Date:

February 21, 2025

5. Completion Date:

20 weeks after all requested data is received

6. Submittal Schedule: None.

7. Key Project Personnel:

Paul St. Aubyn – Project Manager

Joe Darlington – Client Services Manager

Sasa Tomic – QAQC

Tim Kargl – Hydraulic Modeling Lead

Claire Samojedny – Hydraulic Modeling

8. Contract Price:

For providing, performing, and completing all Services, the following lump sum amount set forth opposite each such task:

Task	Lump Sum
Task 1 – Project Management, Meetings and Quality Assurance / Quality Control (QA / QC)	\$20,000
Task 2 – Hydraulic Model Development and Calibration	\$80,000
Task 3 –WaterLink Hydraulic Modeling	\$20,000
TOTAL	\$120,000

9. Payments:

For purposes of payments to Consultant, the value of the Services shall be determined by Owner on the basis of Consultant’s estimate of the proportion of total services actually completed at the time of invoicing.

10. Modifications to Contract: N/A

11. 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 February 21, 2025.

DuPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.
General Manager

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

BURNS & MCDONNELL ENGINEERING CO., INC.

By: _____

Patrick Clifford
Regional Water Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paul St. Aubyn, P.E.
Title: Project Manager
Address: 1431 Opus Place, Suite 400, Downers Grove, IL 60515
E-mail Address: pdst.aubyn@burnsmcd.com
Phone: (872) 804-9958



MEMORANDUM

To: Commissioners

From: Paul D. May, P.E., General Manager

Date: February 13, 2025

Subject: Luetkehans, Brady, Garner & Armstrong October 2023 Invoices

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of December 1, 2024 through December 31, 2024 and recommend it for approval. The invoices should be placed on the February 20, 2025 Commission meeting accounts payable.

December 2024

Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$6,786.50	27.70	\$245.00	Luetkehans (9.00 @ \$245/hr.) Armstrong (18.10 @ \$245/hr.) Garner (0.60 @ \$245/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Total:	\$6,786.50	27.70	\$245.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	\$980.00	4.00	\$245.00	Luetkehans (1.40 @ \$245/hr.) Garner (2.60 @ \$245/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Total:	\$980.00	4.00	\$245.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
M. O. Y.	\$294.00	1.20	\$245.00	Luetkehans (1.20 @ \$245/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Total:	\$294.00	1.20	\$245.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	\$4,728.50	19.30	\$245.00	Luetkehans (4.50 @ \$245/hr.) Garner (1.50 @ \$245/hr.) Armstrong (13.30 @ \$245/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Total:	\$4,728.50	19.30	\$245.00		

Total of all invoices: \$12,789.00 52.20 \$245.00



MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 2/11/2025
Subject: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the February 20, 2025, Commission meeting:

January 8, 2025, to February 11, 2025, A/P Report	\$10,189,911.54
Accrued and estimated payments required before March 2025 Commission meeting	<u>4,336,275.00</u>
Total	<u>\$14,526,186.54</u>

cc: Chairman and Commissioners



Payable Number	Description	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE							
Vendor: 2541 350290128	A.C. Engineering Company SEL Control Relay Start Up & Check Support	01/30/2025	1,664.00	0.00	0.00	0.00	Payable Count: (1) 1,664.00
Vendor: 2540 813821	ACOPIAN TECHNICAL COMPANY Spare Power Supplies for SEL Relays in Switchgear	02/11/2025	1,884.94	0.00	0.00	0.00	Payable Count: (1) 1,884.94
Vendor: 2228 PM6A0033932	Altorfer Industries, Inc. Electrical Control Service Support for 1/21 Outage	01/31/2025	854.50	0.00	0.00	0.00	Payable Count: (1) 854.50
Vendor: 2173 SRV25-00088	Atomatic Mechanical Services, Inc. Service Call to Address issues with Garage Heaters	01/14/2025	1,994.21	0.00	0.00	0.00	Payable Count: (1) 1,994.21
Vendor: 1017 P80096052	BATTERIES PLUS Batteries for Floor Scrubber	02/06/2025	606.00	0.00	0.00	0.00	Payable Count: (1) 606.00
Vendor: 2283 INV0008070	BMO HARRIS CREDIT CARD Combined Statements: January 2025	01/31/2025	8,521.56	0.00	0.00	0.00	Payable Count: (1) 8,521.56
Vendor: 1023 AC39V4L	CDW Government Ethernet Switches	01/23/2025	113.40	0.00	0.00	0.00	Payable Count: (1) 113.40
Vendor: 1135 INV0008071	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: January 2025	01/31/2025	10,053,482.40	0.00	0.00	0.00	Payable Count: (1) 10,053,482.40
Vendor: 1821 272659	COLLEY ELEVATOR COMPANY Elevator Annual Regulatory Pressure Relief Test	01/21/2025	335.00	0.00	0.00	0.00	Payable Count: (1) 335.00
Vendor: 2321 0267781	Concentric Integration, LLC Meter Shop Mettler Toledo Support	01/23/2025	970.00	0.00	0.00	0.00	Payable Count: (1) 970.00
Vendor: 1197 W263325 W362941	Core & Main LP Supplies for Valve Coupling Project Pipeline Supplies - Ball Valves	01/28/2025 01/31/2025	516.00 780.00	0.00 0.00	0.00 0.00	0.00 0.00	Payable Count: (2) 1,296.00
Vendor: 2351 DLCCP-DWC-2-2025-T	DeLasCasas CP, LLC TW5 Commissioning Stage 1	01/31/2025	18,945.33	0.00	0.00	0.00	Payable Count: (1) 18,945.33
Vendor: 1674 31980	ECO PROMOTIONAL PRODUCTS, INC DWC Promotional Products	01/30/2025	1,082.95	0.00	0.00	0.00	Payable Count: (1) 1,082.95
Vendor: 2334 INV_00164923 INV_00164932	ELECTRIC POWER SYSTEMS INTERNATIONAL Periodic Protective Relay Testing for Switchgear Programming & Function Testing of SPM Relay for #5	01/30/2025 01/30/2025	1,600.00 2,000.00	0.00 0.00	0.00 0.00	0.00 0.00	Payable Count: (2) 3,600.00
Vendor: 2171 127542	Friendly Ford Vehicle Maint: M231092	01/21/2025	100.00	0.00	0.00	0.00	Payable Count: (1) 100.00
Vendor: 1055 9372558552 9372558578 9372558586 9372565664 9377117404 9385484374 9395602569 9396394737 9397690976 9398649690	GRAINGER Instrumentation Supplies Instrumentation Supplies Instrumentation Supplies Instrumentation Supplies Instrumentation Supplies Pumping Supplies Toolbox for Enclosed Trailer Remote Facilities Supplies Safety Supplies Maintenance Supplies	01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/30/2025 02/11/2025 02/11/2025 02/11/2025 02/11/2025	12,129.78 638.62 245.66 17.83 173.10 1,866.70 3,059.65 3,894.00 210.30 577.96	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Payable Count: (10) 22,813.60

Open Payable Report

As Of 02/11/2025

Payable Number	Description	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
Vendor: 1068 14325096	HACH COMPANY Chemicals for Water Testing	01/22/2025	2,727.02	0.00	0.00	0.00	Payable Count: (1) 2,727.02
Vendor: 2072 INV0008072	ILLINOIS EPA Air Pollution Control Annual Site Fee	01/31/2025	1,950.00	0.00	0.00	0.00	Payable Count: (1) 1,950.00
Vendor: 1904 01546236	IT SAVVY LLC KnowBe4 Security Awareness Training	01/28/2025	3,420.00	0.00	0.00	0.00	Payable Count: (1) 3,420.00
Vendor: 1054 38810410 39097989 39346420 39677390 40004853 40010385 40303552	MCMMASTER-CARR SUPPLY COMPANY Valve Coupling Replacement Project Supplies Valve Coupling Replacement Project Supplies Valve Rehab Supplies Valve Replacement Project Supplies Pipeline Supplies Pipe Thawer Cable for Pipe Thawer	01/14/2025 01/22/2025 01/28/2025 01/30/2025 01/31/2025 01/31/2025 02/11/2025	727.75 619.96 626.62 193.47 210.67 2,128.32 1,067.79	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	Payable Count: (7) 727.75 619.96 626.62 193.47 210.67 2,128.32 1,067.79
Vendor: 1549 P2500314	MESA PRODUCTS, INC. Galvanic Anode Supply	01/28/2025	16,448.64	0.00	0.00	0.00	Payable Count: (1) 16,448.64
Vendor: 1858 IV250110652 IV250110655	NATIONAL LIFT TRUCK, INC. Annual Regulatory Manlift Inspections Annual Regulatory Manlift Inspections	01/30/2025 01/30/2025	216.39 371.92	0.00 0.00	0.00 0.00	0.00 0.00	Payable Count: (2) 216.39 371.92
Vendor: 2189 INV0007987 INV0008026 INV0008050	NCPERS Group Life Ins. NCPERS - IMRF 6641 NCPERS - IMRF 6641 NCPERS - IMRF 6641	01/03/2025 01/17/2025 01/31/2025	44.28 44.28 44.28	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	Payable Count: (3) 44.28 44.28 44.28
Vendor: 1373 8447258	NEUCO INC. Replacement Air Dryer for C101	01/30/2025	1,790.97	0.00	0.00	0.00	Payable Count: (1) 1,790.97
Vendor: 2240 534323 534825	O'Leary's Contractors Equipment & Supply, Inc. Hydraulic Trash Pump Rental Cutoff Saw Kits	01/31/2025 02/11/2025	371.00 4,930.00	0.00 0.00	0.00 0.00	0.00 0.00	Payable Count: (2) 371.00 4,930.00
Vendor: 1417 INV0008042	RENE SANCHEZ Expense Reimbursement: IPSI	01/22/2025	1,110.03	0.00	0.00	0.00	Payable Count: (1) 1,110.03
Vendor: 1813 FOCS217431	ROESCH FORD Vehicle Maint: Vehicle #46	01/31/2025	341.37	0.00	0.00	0.00	Payable Count: (1) 341.37
Vendor: 1715 80671	SIKICH Professional Services	01/30/2025	2,372.50	0.00	0.00	0.00	Payable Count: (1) 2,372.50
Vendor: 1121 INV0008069	SPI ENERGY GROUP Electrical Consulting Services - January 2025	01/31/2025	5,437.50	0.00	0.00	0.00	Payable Count: (1) 5,437.50
Vendor: 2339 S00617	STANDARD EQUIPMENT COMPANY Annual Service/Inspection on Hydro Excavation Unit	02/11/2025	1,810.67	0.00	0.00	0.00	Payable Count: (1) 1,810.67
Vendor: 2519 3215 3284	Tai Ginsberg & Associates, LLC Retainer: Strategic Funding & Advocacy Consulting Retainer: Strategic Funding & Advocacy Consulting	01/31/2025 01/31/2025	9,500.00 9,000.00	0.00 0.00	0.00 0.00	0.00 0.00	Payable Count: (2) 9,500.00 9,000.00
Vendor: 1125 D176995 D186137	TOTAL FIRE & SAFETY, INC. Annual Fire Extinguisher Inspection Repairs needed from Fire Extinguisher Inspection	01/23/2025 01/30/2025	864.06 512.12	0.00 0.00	0.00 0.00	0.00 0.00	Payable Count: (2) 864.06 512.12
Vendor: 1221 INV00592788	USA BLUE BOOK Pipeline Supplies	01/30/2025	820.54	0.00	0.00	0.00	Payable Count: (1) 820.54
Vendor: 1403 8818062441	VWR INTERNATIONAL INC. Replacement PH Meters for Laboratory	01/28/2025	278.83	0.00	0.00	0.00	Payable Count: (1) 278.83

Open Payable Report

As Of 02/11/2025

Payable Number	Description	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
Vendor: 2096	William A. Fates						
INV0008073	Service as Treasurer: February 2025	02/06/2025	1,666.67	0.00	0.00	0.00	1,666.67
			Payable Account 01-211000	Payable Count: (58)	Total:		10,189,911.54

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	58	10,189,911.54
Report Total:	58	10,189,911.54

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	58	10,189,911.54
Report Total:	58	10,189,911.54

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 3-20-25
Board Meeting Date: February 20, 2025

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
80,000.00	Blue Cross Blue Shield - Health Insurance			
8,500.00	Euclid Managers - Dental Insurance			
12,500.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
25,000.00	ComEd - Utility Charges			
400,000.00	Mid American Energy Services - Utility Charges			
180,000.00	City of Chicago - Lexington, Electric			
45,000.00	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			
8,600.00	Procurement Card Charges - \$6000 - Emergency Purchase Backup Power Supplies, \$100 - Maintenance, \$400 - Training, \$300 Safety, \$1500 Other Personnel, \$150 - Other Admin - \$150			
200.00	Anderson - Pest Control			
500.00	Republic Services - Disposal Services			
500.00	Aramark - Supplies			
1,000.00	Cintas- Supplies			
250.00	Elecsys - Cell Data Services			
3,500.00	AL Warren - Fuel			
600.00	Toshiba - Copy and Lease Charges			
2,500.00	Multisystem Management - Cleaning Services			
625.00	Pitney Bowes - Postage			
8,000.00	Grainder - Supplies for Operations			
2,500.00	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			
8,000.00	Schirott, Luetkehans & Garner, LLC - MOY			
7,000.00	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	Soooper Lube - Vehicle Maintenance			
200.00	Sterling - Background Checks			
5,000.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
130,000.00	A/C Service and Repair - Rebuild Cone Valve for HLP			
20,000.00	Advantage Trailer & Hitch - Enclosed Trailer			
400.00	Automatic - Boiler Service			
2,500.00	Bearing Headquarters - Coupling/Spacer Kits for HLP			
500.00	Bearing Headquarters - End Float Kit for Pumps & Motors			
4,000.00	Beary - Landscaping			
2,000.00	Beary - Tanksite Landscaping			
2,000.00	Bedrock - Landscaping			
4,500.00	Circuit Breaker Sales - Inspection of Differential Relay			
35,000.00	Claassen, White & Assoc - Land Surveying for Hydraulic Model Calibration			
1,500.00	Core & Main - Valve Box Starter Pieces			
100.00	Core & Main - Pipeline Supplies			
65,000.00	Curvature - Network Equipment Upgrade Project (DEVICE)			
17,000.00	Dell - Microsoft License Renewal			
500.00	Ebel's Ace Hardware - Project Supplies			
3,800.00	Farwest Corrosion Control - Exothermic Supplies			
2,600.00	Farwest Corrosion Control - Pin Brazer Battery/Cables/Accessories			
600.00	Friendly Ford - Spare Keys			
600.00	Gasvada - Parts for HLP Valves			

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 3-20-25
Board Meeting Date: February 20, 2025**

17,000.00	George E. Booth - Instrumentation Training Course
400.00	Hach - Chemkeys for Analyzer
3,000.00	HazChem - Pickup/Dispose of Waste Lab Ampuls
3,000.00	Home Depot - Project Supplies
25,000.00	Joliet Electric Motor Service - Assembly/Inspection for HLP Motor #3
17,000.00	Kingsbury - Replacement RTD for pump bearing
2,500.00	Knapheide - Unit 34 Bumper & Accessories
500.00	LAI - Quick Connect Tubing for CL2 Pumps
4,800.00	LAI - Air Relief Valves for DPS Highlift Pumps
18,000.00	Lovitt Blinds - Power Shade Replacement Large Conference Room
2,800.00	Mecon - Rebuild Control Valve
55,000.00	MESA - Replacement Rectifiers
250.00	NFPA - Membership Renewal
50,000.00	Neenah Foundry - Frame and Lid Purchase
12,000.00	NovaLynx - Standpipe Temperature Sensor Probes
2,000.00	Office Depot - Supplies
3,800.00	Park Place - Network Equipment Upgrade Project (Tech Support)
2,300.00	Park Place - Network Equipment Upgrade Project (Hardware Maint Support)
35,000.00	Park Place - Managed Service Provide Transition
13,000.00	Porter Pipe - MS Train Re-Pipe Supplies
1,000.00	Program One - Window Cleaning
3,900.00	Radwell - Replacement Parts for HLP Motors
300.00	Redwing - Safety Shoes Leanos
350.00	Redwing - Safety Shoes Villegas
600.00	Republic - Dumpster Removal
130,000.00	Schneider Electric - Security Camera Additions
3,000.00	Schneider Electric - Troubleshooting Service
1,200.00	Specialty Mat - Mat Service
1,300.00	Staples - Office Supplies
7,000.00	Superior Industrial - Inspection/Repair HLP #9
180,000.00	Valv-Matic - WL Pre-Purchase of 3-48" Butterfly Valves
5,000.00	Homestead Electric - Electrical Service
5,000.00	Volt Electric - Electrical Service
100,000.00	Joliet Electric Motor - Large Motor #3 Service
20,000.00	Superior Industrial - Large Pump Service
5,000.00	Schneider Electric - BAS Controls Service
5,000.00	Automatic Mechanical - HVAC Service
70,000.00	Mecon - Valve Replacement Project
65,000.00	Mecon - HLP Motor #3 Riqqing/Transporting
1,000.00	Prime Scaffold - DPS Location
3,000.00	Warren - Gasoline
2,000,000.00	LAN - WaterLink Design
5,000.00	DeLas Casas - Task Order 10
200,000.00	Burns & McDonnell - WaterLink Program Management
30,000.00	AECOM - Lombard MS/PAS Design
3,000.00	Sikich - Communications
15,000.00	Gallagher - General Manager Bond
300,000.00	Baxter & Woodman/Boller Construction - SCADA
50,000.00	Carollo Engineers - SCADA
50,000.00	Strand Associates - SCADA
5,000.00	Barricade Lites - Traffic Control for ROV's
4,000.00	Donohue - Bidding Services ROV10A
10,000.00	Cornwell Engineering Group - Chicago Corrosion Control Assist
300.00	Physicians Immediate Care - Pre-Employment Screening Project Engineer
10,000.00	Tai Ginsberg - Consulting Services
9,000.00	AMWA - 2nd half of Dues
18,000.00	Lovitt Blinds - Blinds for Conference Rooms
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4,336,275.00	