



## **AGENDA – Board of Commissioners**

Thursday, September 18, 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. Presentation - Source Water Technical Advisors
- V. 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 August 21, 2025 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of August 21, 2025.

### VI. Treasurer's Report

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

RECOMMENDED MOTION: To accept the August 2025 Treasurer's Reports (Voice Vote).

### VII. Committee Reports

#### A. Finance Committee

1. Report of 09/18/25 Finance Committee
2. Request for Board Action: Authorizing the Transfer of Funds from the General Account to the Long-Term Water Capital Reserve Account.

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

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

#### B. Administration Committee

1. Report of 09/18/25 Administration Committee

## 2. Request for Board Action: To Approve the 2026 Schedule of Board Meetings

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

## 3. Resolution No. R-74-25: A Resolution Ratifying the Execution of a First Amendment to the Vacant Land Purchase and Sale Agreement with Pulte Home Company LLC, for the sale of 32.47 acres adjacent to 75th Street in unincorporated DuPage County.

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

RECOMMENDED MOTION: To adopt item numbers 2 and 3 under the Administration Committee Report section of the agenda. (Roll Call)

## C. Engineering & Construction Committee

### 1. Report of 09/18/25 Engineering & Construction Committee

### 2. Resolution No. R-66-25: A Resolution Awarding a Contract for the Construction of the West Transmission Main along Book Road from 75th Street to the ComEd R.O.W., Contract TW-6/25 Section 1 Book Road with D. Construction, Inc. & Benchmark Construction Co., Inc. Joint Venture - \$67,148,000.

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

### 3. Resolution No. R-67-25: A Resolution Approving and Ratifying Certain Change Order for the Construction of the West Transmission Main Along Book Road From 75th Street to the ComEd R.O.W. Contract TW-6/25 Section 1 Book Road with D. Construction, Inc. & Benchmark Construction Co., Inc. Joint Venture, A Decrease in Contract Price from \$67,148,000 to \$47,301,059.73 plus an Owner's Allowance of \$1,000,000.

(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)

### 4. Resolution No. R-71-25: A Resolution Approving Certain Work Authorization Orders Under Quick Response Contract QR-13/25 (WAO No. 13.003 to Benchmark Construction Co., Inc., for 30" Water Main Leak Repair, at a cost of \$79,403.69.

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

### 5. Resolution No. R-73-25: A Resolution Approving a Second Amendment to Task Order No. 18 under a Master Contract to AECOM Technical Services, Inc., in a not to exceed amount of \$16,900, from \$122,620 to \$139,520.

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

VIII. Accounts Payable

A. August 2025

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$13,104,098.56 (August 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 \$2,979,425.00 (August 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)

IX. Chairman's Report

X. Old Business

XI. New Business

XII. 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).

XIII. Matters referred from Executive Session

A. Ordinance O-10-25: An Ordinance Authorizing the Negotiation for the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville

(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)

XIV. Adjournment

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

**Minutes of a Meeting  
of the**

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**BOARD OF COMMISSIONERS**

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

August 21, 2025

I. The meeting was called to order by Chairman Zay at 6:32 PM

II. Roll Call

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

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

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

III. Public Comments

Public Comment was offered by Ms. Rita Treonis. Ms. Treonis voiced concern over the DWC sale of land.

IV. Presentation by Source Water Project Technical Advisors

The Presentation was postponed to the September meeting.

V. Approval of Minutes

Commissioner Honig moved to approve the Minutes of the June 19, 2025 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of June 19, 2025. Seconded by Commissioner Pruyn. Approved by a voice vote, with Commissioner Van Vooren abstaining.

VI. Treasurer's Report

Financial Administrator Cheryl Peterson presented the June and July 2025 Treasurer's Reports consisting of 13 pages each with pages 1 and 2 containing brief summaries of the reports.

June 2025:

Financial Administrator Peterson noted \$150.5 million of cash and investments on page 4, a decrease of \$3.1 million from the previous month. Financial Administrator Peterson also pointed out the schedule of investments on pages 5 through 12 totaling \$145.5 million and noted the market yield on the total portfolio showed 3.91% which is unchanged from the prior month. On page 13, the statement of cash flows showed a breakdown of the \$0.7 million increase in cash and

investments for the fiscal year and operating activities decreased by approximately \$0.1 million. Also noted on page 14, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

July 2025:

Financial Administrator Peterson noted \$150.2 million of cash and investments on page 4, a decrease of \$0.3 million from the previous month. Financial Administrator Peterson also pointed out the schedule of investments on pages 5 through 12 totaling \$145.9 million and noted the market yield on the total portfolio showed 3.91% which is unchanged from the prior month. On page 13, the statement of cash flows showed a breakdown of the \$0.4 million increase in cash and investments for the fiscal year and operating activities decreased by approximately \$0.8 million. Also noted on page 14, the monthly cash/operating report showed that the Commission has met

Commissioner Cuzzone moved to accept the June and July 2025 Treasurer's Report, seconded by Commissioner Honig, 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 and introduced Mr. Jim Savio of Sikich to present the FYE 2025 Annual Audit Report.

The Finance Committee brings forward the FYE 2025 Annual Audit Report. Sikich LLC representative Jim Savio was introduced to present the 2025 Annual Audit Report. Mr. Savio began by thanking General Manager May, Financial Administrator Peterson and staff for their participation and cooperation throughout the process. He then provided a favorable summary of the report pointing out that the Commission had no audit adjustments, no past adjustments, no material weaknesses, no significant deficiencies, no deficiencies, and that Sikich therefore provides the most favorable unmodified opinion to the Commission, which is the highest opinion they are permitted to provide. After Mr. Savio concluded his report, Chairman Zay expressed his appreciation to General Manager May and Financial Administrator Peterson for a job well done. Commissioner Suess informed the Board that the banking RFP is moving forward and will be before them in September. Investment consulting services RFP is also moving forward.

Commissioner Suess moved to accept the draft audit report for the fiscal year ending April 30, 2025, to direct the auditors to print the final report, and to direct staff to distribute the FY2025 audit report to the Commission's customers and other interested parties, seconded by Commissioner Pruyn, unanimously approved by a Roll Call Vote.

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

Nay: None

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

## **B. Administration Committee**

- Item 1: The Administration Committee did not meet due to lack of quorum. Commissioner Van Vooren presented one item for consideration.
- Item 2: Request for Board Action: Travel for two (2) Commission Employees TBD for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, at an Estimated Cost of \$3,000, and Travel for One (1) Senior Instrumentation Technician to Attend Cathodic Protection Tester Certification Training in Houston, Texas, at an Estimated Cost of \$5,550

Commissioner Van Vooren moved to adopt item 2 under the Administration Committee Report section of the agenda. Seconded by Commissioner Saverino, unanimously approved by a Roll Call Vote.

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

Nay: None

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

## **C. Engineering & Construction Committee**

- Item 1: Commissioner Fennell gave a brief committee update.
- Item 2: Resolution No. R-60-25: A Resolution Authorizing the General Manager to purchase steel pipe and butt straps from American Spiral Weld Pipe Company at a not to exceed cost of \$30,000.
- Item 3: Resolution No. R-61-25: A Resolution Approving and Ratifying Certain Change Orders to a Contract for the SCADA Replacement Project, Contract PSD-9/21 increase of Contract Price by \$144,484.45
- Item 4: Resolution No. R-62-25: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25, WAO No 002, to John Neri Construction Co., for CP structure on Prince Crossing Rd., at a cost of \$8,261.37
- Item 5: Resolution No. R-63-25: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-13/25, to John Neri Construction Co, Inc., for repair of manhole frames and lids and cathodic protection, at an estimated cost of \$288,100.
- Item 6: Resolution No. R-64-25: A Resolution Approving Phase III (Construction) Engineering Contract Assignment, Task Order No. 03 for the WaterLink Pipeline Project to Stanley Consultants, Inc., at a not to exceed cost of \$1,219,991,36.

Item 7: Resolution No. R-65-25: A Resolution Authorizing Proposed Modifications to an Intergovernmental Agreement with the Village of Lombard Regarding the Construction and Installation of Metering Station 14-E, Associated Pressure Adjusting Station and Appurtenances, at no cost.

Item 8: *PULLED*

*Resolution No. R-66-25: A Resolution Awarding a Contract for the Construction of the West Transmission Main along Book Road from 75th Street to the ComEd R.O.W., Contract TW-6/25 Section 1 Book Road with D. Construction, Inc. & Benchmark Construction Co., Inc. Joint Venture - \$67,148,000.*

Item 9: *PULLED*

*Resolution No. R-67-25: A Resolution Approving and Ratifying Certain Change Order for the Construction of the West Transmission Main Along Book Road From 75th Street to the ComEd R.O.W. Contract TW-6/25 Section 1 Book Road with D. Construction, Inc. & Benchmark Construction Co., Inc. Joint Venture, A Decrease in Contract Price from \$67,148,000 to \$47,301,059.73 plus an Owner's Allowance of \$1,000,000.*

Item 10: Resolution No. R-68-25: A Resolution Authorizing High-Lift Pump Control Valve Repair Services from a Sole Source Provider, American Cone Valve Inc., A/C Service and Repair, Inc. At a Not-To-Exceed cost of \$150,000.

Item 11: Resolution No. R-69-25: A Resolution Approving and Authorizing the Execution of a Master Contract with Bowman Consulting Group, Ltd. for Professional Engineering Services and Authorization of Task Order No. 1 - Phase III (Construction) Engineering Contract Assignments for the WaterLink Pipeline Project, in an amount not-to-exceed \$4,591,202.

Item 13: Resolution No. R-70-25: A Resolution Approving and Ratifying a 1st Amendment to Task Order No. 02 Under a Master Contract with CDM Smith, Inc., at a not to exceed cost of \$124,580.

Commissioner Fennell moved to pull Items 8 and 9 and adopt items numbers 2 through 7 and 10 through 12 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures seconded by Commissioner Cuzzone, unanimously approved by a Roll Call Vote.

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

Nay: None

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

VIII. Accounts Payable

**A. June and July 2025**

Item 1: To approve the Accounts Payable in the amount of \$13,137,740.01 (June 2025), disbursements made with the concurrence of the Commission's Chairman and \$13,450,159.46 (July 2025) 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 \$2,454,425.00 (June 2025), disbursements made with the concurrence of the Commission's Chairman and \$2,630,125.00 (July 2025) 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 June and July 2025, Commissioner Van Vooren moved, seconded by Commissioner Pruyn and unanimously approved by a roll call vote.

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

Nay: None

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

IX. Chairman's Report

Chairman Zay thanked Staff, specifically General Manager May and Manager of Water Operations Bostick for all of their work in successfully representing the Commission at Montgomery Fest.

As a clarification to the Public Comment this evening. Chairman Zay noted that the Commission has it's own Board, separate from the County Board. The 75<sup>th</sup> Street property was addressed in accordance with approved DWC procedures, including solicitation in the Daily Herald seeking bids. Bids were received and reviewed. The Commission chose the bid with less density as a courtesy to the neighbors.

General Manager May thanked Cheryl Peterson, Financial Administrator, for her work on the Audit preparations and working with Sikich on achieving a clean audit. The Source Water Project is progressing with two boats performing survey work on Lake Michigan.

X. Old Business

Commissioner Honig presented a question regarding the sale of surplus property. Chairman Zay responded that zoning and ultimate approval of any development for this property will be an open process, coordinated through whichever municipality has jurisdiction, which is typical for projects of this sort and which include procedures for public input and comment. Commissioner Van Vooren reiterated the Commission did due diligence in the sale of this property. Commissioner



Fennell reminded the Board that our first responsibility is to our customers/rate payers, and noted that the sale of the property is a benefit to all of our customers.

XI. New Business

No New Business was offered.

XII. Executive Session

Chairman Zay asked for a motion to enter into Executive Session 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), Commissioner Cuzzone made the motion, seconded by Commissioner Fennell and unanimously approved by a roll call vote.

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

Nay: None

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

The Commission went into Executive Session at 7:09 PM.

Commissioner Saverino moved to come out of Executive Session at 7:29 PM, seconded by Commissioner Honig and unanimously approved by a roll call vote .

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

Nay: None

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

Matters referred from Executive Session

- A. Ordinance O-8-25: An Ordinance Rescinding Certain Portions of Ordinance No. 0-5-25 and Authorizing the Negotiation for the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville.

Chairman Zay asked for a motion to approve Ordinance O-8-25, An Ordinance Rescinding Certain Portions of Ordinance No. 0-5-25 and Authorizing the Negotiation for the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville. Commissioner Cuzzone moved, seconded by Commissioner Saverino and unanimously approved by a roll call vote.

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

Nay: None

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

- B. Ordinance O-9-25: An Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville.

Chairman Zay asked for a motion to approve Ordinance O-9-25, An Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville. Commissioner Pruyn moved, seconded by Commissioner Fennell and unanimously approved by a roll call vote.

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

Nay: None

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

### XIII. Adjournment

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

Meeting adjourned at 7:34 PM.



## MEMORANDUM

**To:** Chairman and Commissioners  
**From:** Bill Fates, Treasurer  
**Date:** 9/9/2025  
**Subject:** TREASURER'S REPORT – August 31, 2025

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of August. 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 \$150.7 million on August 31<sup>st</sup>, an increase of \$0.5 million compared to the previous month. Accounts receivable decreased by \$0.3 million in August, in part due to lower water sales and timing of collections. Waterlink escrow balances increased by \$7,100.
2. The month end balances in the BMO Harris checking and money market accounts were \$4.3 million and \$8.8 million, respectively.
3. During the month of August, U.S. Treasury investments and commercial paper accounts increased by \$1.0 million and \$2.2 million, respectively. IIIT money market, collateralized obligations, and corporate notes decreased by \$2.3 million, \$0.3 million, and \$0.1 million, respectively.
4. The current holdings of cash and investments are in compliance with the approved investment policy.
5. For the four months ended August 31, 2025, the Commission's cash and investments increased a total of \$0.9 million. The Waterlink Escrow Account decreased by \$1.7 million.
  - The Operating & Maintenance Account decreased by \$0.8 million for an ending balance of \$13.2 million.
  - The General Account increased by approximately \$78,000 for an ending balance of \$5.4 million.
  - The Operating Reserve Account increased by approximately \$648,000 for a balance of \$53.4 million.
  - The Long-Term Capital Reserve Account increased by approximately \$298,000 for a balance of \$28.4 million.
  - The Capital Reserve Fund increased by approximately \$633,000 for a balance of \$50.3 million.

<b>ACCOUNT</b>	<b>Balance 4/30/2025</b>	<b>Balance 08/31/2025</b>	<b>Increase (Decrease)</b>
Operations & Maintenance	\$ 13,910,843	\$ 13,160,044	\$ (750,799)
General Account	5,295,626	5,373,768	78,142
Operating Reserve	52,796,982	53,444,509	647,527
Long-Term Capital Reserve	28,073,976	28,372,242	298,266
Capital Reserve	49,691,109	50,323,692	632,583
<b>Total Cash &amp; Investments</b>	<b>\$ 149,768,536</b>	<b>\$ 150,674,255</b>	<b>\$ 905,719</b>
<b>Waterlink Escrow</b>	<b>35,673,160</b>	<b>33,948,970</b>	<b>(1,724,190)</b>

#### **Schedule of Investments (Pages 5-12)**

1. The average yield to maturity on the Commission's investments was 3.91%, unchanged from the prior month average yield to maturity of 3.91%. The amortized cost of our investments was \$146.3 million on August 31<sup>st</sup>.
2. The portfolio ended the month of August 2025 with \$374,000 of unrealized gains, compared to \$64,000 of unrealized gains on April 30, 2025.
3. The maturity distribution, excluding money market accounts but including Waterlink investments, was as follows: 0-1 year 22%, >1<3 years 50%, >3<5 years 18%, and >5 years 10%.

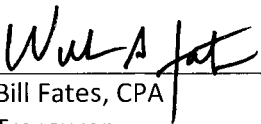
#### **Statement of Cash Flows (Page 13)**

1. The statement of cash flow shows a breakdown of the \$0.9 million increase in cash and investments for the fiscal year. Waterlink escrow funds decreased \$1.7 million.
2. Operating activities decreased cash by approximately \$0.6 million as of the end of August 2025.
3. The decrease in Loans Receivable increased cash by approximately \$194,000.
4. Capital Assets purchased were \$504,000.
5. Cash flow from investment activity generated approximately \$1.8 million of income.

#### **Reserve Analysis (Page 14)**

1. The Operating Reserve account was \$53.4 million, which is approximately 122 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was \$11.0 million which is a balance currently sufficient to cover an estimated 25 days of normal operation and maintenance costs.
2. The reserve analysis report shows the Commission has met recommended reserve balances for the Operating Reserve and Capital Account less Waterlink and Alternative Water Source projects on August 31<sup>st</sup>. The Long-Term Water Capital is \$453,000 short of its target.

Respectfully submitted,

  
Bill Fates, CPA  
Treasurer

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DuPAGE WATER COMMISSION  
TREASURER'S REPORT  
SUMMARY OF CASH AND INVESTMENTS  
8/31/2025

FUNDS CONSIST OF:

	8/31/2025	7/31/2025	Increase/(Decrease)
PETTY CASH	\$ 1,300.00	\$ 1,300.00	\$ -
OPERATING & MAINTENANCE	4,327,374.90	4,275,602.05	51,772.85
<b>TOTAL CASH</b>	<b>\$ 4,328,674.90</b>	<b>\$ 4,276,902.05</b>	<b>\$ 51,772.85</b>
BMO HARRIS MONEY MARKET FUNDS	\$ 8,831,368.94	\$ 8,805,847.06	\$ 25,521.88
IIIT MONEY MARKET FUNDS	1,076,326.02	3,417,664.41	(2,341,338.39)
U. S. TREASURY INVESTMENTS	60,401,470.05	59,365,430.58	1,036,039.47
U. S. AGENCY INVESTMENTS	6,554,437.79	6,543,308.66	11,129.13
MUNICIPAL BONDS	1,545,293.91	1,545,328.63	(34.72)
COMMERCIAL PAPER	5,157,288.53	2,984,321.67	2,172,966.86
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	32,286,232.89	32,630,271.43	(344,038.54)
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	30,493,162.49	30,635,990.10	(142,827.61)
<b>TOTAL INVESTMENTS</b>	<b>\$ 146,345,580.62</b>	<b>\$ 145,928,162.54</b>	<b>\$ 417,418.08</b>
<b>DWC TOTAL CASH AND INVESTMENTS</b>	<b>\$ 150,674,255.52</b>	<b>\$ 150,205,064.59</b>	<b>\$ 469,190.93</b>
WATERLINK CASH	\$ 8,549,845.31	\$ 8,636,882.76	\$ (87,037.45)
WATERLINK INVESTMENTS	25,399,124.28	25,304,955.23	94,169.05
<b>WATERLINK ESCROW</b>	<b>\$ 33,948,969.59</b>	<b>\$ 33,941,837.99</b>	<b>\$ 7,131.60</b>

	8/31/2025	7/31/2025	% CHANGE
IIIT MONEY MARKET FUNDS	0.7%	2.3%	-68.5%
BMO HARRIS MONEY MARKET FUNDS	6.0%	6.0%	0.3%
U. S. TREASURY INVESTMENTS	41.3%	40.7%	1.7%
U. S. AGENCY INVESTMENTS	4.5%	4.5%	0.2%
MUNICIPAL BONDS	1.1%	1.1%	0.0%
COMMERCIAL PAPER	3.5%	2.0%	72.8%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	22.1%	22.4%	-1.1%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	20.8%	21.0%	-0.5%
<b>TOTAL INVESTMENTS</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.3%</b>

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 08/31/25
<b>Water Fund Oper. &amp; Maint. Acct. (01-121103)</b>										
BMO Harris - Money Market	3.413%	08/31/25	09/01/25	1	3.413%	\$ 8,831,368.94	\$ 8,831,368.94	0.00	\$ 8,831,368.94	-
<b>Water Fund General Account (01-121700)</b>										
IIIT - Money Market	4.300%	08/31/25	09/01/25	1	4.300%	216,479.94	216,479.94	0.00	216,479.94	-
Natixis NY	0.000%	01/16/25	09/12/25	12	4.340%	1,000,000.00	971,187.22	27,486.67	998,673.89	-
MUFG Bank LTD	0.000%	01/16/25	10/10/25	40	4.410%	1,000,000.00	967,292.50	27,930.00	995,222.50	-
Credit Agricole	0.000%	08/07/25	11/05/25	66	4.230%	1,100,000.00	1,088,367.50	3,231.25	1,091,598.75	-
MUFG Bank LTD	0.000%	08/06/25	12/04/25	95	4.270%	1,100,000.00	1,084,473.81	3,261.80	1,087,735.61	-
Mont Blanc Capital	0.000%	08/19/25	01/15/26	137	4.220%	1,000,000.00	982,651.11	1,406.67	984,057.78	-
Weighted Avg Maturity				68	4.293%	\$ 5,416,479.94	\$ 5,310,452.08	\$ 63,316.39	\$ 5,373,768.47	-
<b>Water Fund Operating Reserve (01-121800)</b>										
IIIT - Money Market	4.300%	08/31/25	09/01/25	1	4.300%	340,924.65	340,924.65	0.00	340,924.65	-
US Treasury Notes	0.750%	01/05/22	08/31/26	365	1.350%	650,000.00	632,582.03	13,686.28	646,268.31	13.47
US Treasury Notes	0.875%	12/02/21	09/30/26	395	1.210%	600,000.00	590,648.44	7,256.90	597,905.34	2,209.02
US Treasury Notes	1.250%	02/14/22	11/30/26	456	1.920%	925,000.00	896,563.48	21,043.02	917,606.50	2,938.01
US Treasury Notes	1.250%	02/14/22	12/30/26	486	1.930%	800,000.00	774,937.50	18,223.43	793,160.93	1,711.96
US Treasury Notes	2.250%	10/10/24	02/15/27	533	3.950%	75,000.00	72,161.13	1,050.19	73,211.32	77.96
US Treasury Notes	4.125%	05/06/25	02/28/27	546	3.880%	535,000.00	537,236.13	(382.09)	536,854.04	60.96
US Treasury Notes	4.500%	03/13/25	05/15/27	622	3.960%	530,000.00	535,879.69	(1,230.21)	534,649.48	7,064.27
US Treasury Notes	2.375%	07/06/22	05/15/27	622	2.910%	650,000.00	634,333.99	10,182.02	644,516.01	4,572.52
US Treasury Notes	3.875%	07/22/25	05/31/27	638	3.870%	590,000.00	590,023.05	(0.37)	590,022.68	5,809.32
US Treasury Notes	2.625%	06/03/22	05/31/27	638	2.920%	750,000.00	739,716.80	6,690.00	746,406.80	5,002.56
US Treasury Notes	2.625%	10/11/24	05/31/27	638	3.910%	775,000.00	750,236.33	8,090.30	758,326.63	5,169.31
US Treasury Notes	3.250%	08/05/22	06/30/27	668	2.780%	850,000.00	868,062.50	(11,331.95)	856,730.55	4,729.28
US Treasury Notes	3.375%	10/03/24	09/15/27	745	3.520%	600,000.00	597,492.19	748.36	598,240.55	9,354.62
US Treasury Notes	3.500%	02/02/23	01/31/28	883	3.640%	650,000.00	645,962.89	2,084.95	648,047.84	1,978.26
US Treasury Notes	2.750%	09/03/24	02/15/28	898	3.750%	2,625,000.00	2,540,712.89	23,218.80	2,563,931.69	3,334.75
US Treasury Notes	1.125%	08/02/24	02/29/28	912	3.990%	200,000.00	181,078.12	5,437.42	186,515.54	6.22
US Treasury Notes	3.500%	05/02/23	04/30/28	973	3.600%	1,500,000.00	1,493,320.31	3,122.07	1,496,442.38	17,690.22
US Treasury Notes	3.750%	05/21/25	05/15/28	988	3.940%	210,000.00	208,900.78	98.49	208,999.27	2,332.54
US Treasury Notes	3.625%	06/05/23	05/31/28	1,004	3.700%	750,000.00	747,539.06	1,106.21	748,645.27	6,908.30
US Treasury Notes	4.375%	11/05/24	08/31/28	1,096	4.190%	1,100,000.00	1,107,003.91	(1,410.74)	1,105,593.17	132.94
US Treasury Notes	1.500%	01/04/24	11/30/28	1,187	3.970%	975,000.00	868,473.64	36,023.98	904,497.62	3,716.19
US Treasury Notes	1.375%	02/05/24	12/31/28	1,218	4.020%	1,100,000.00	971,652.34	41,134.31	1,012,786.65	2,589.33
US Treasury Notes	3.875%	06/05/25	12/31/28	1,218	3.960%	825,000.00	822,131.84	149.46	822,281.30	13,451.33
US Treasury Notes	4.000%	12/05/24	10/31/29	1,522	4.150%	1,200,000.00	1,192,078.13	1,097.19	1,193,175.32	16,173.91
US Treasury Notes	3.875%	02/07/25	11/30/29	1,552	4.340%	1,000,000.00	980,156.25	2,126.51	982,282.76	9,846.31
US Treasury Notes	3.875%	01/07/25	12/31/29	1,583	4.360%	775,000.00	758,289.06	1,993.03	760,282.09	5,141.22
US Treasury Notes	3.500%	03/04/25	01/31/30	1,614	4.070%	850,000.00	828,517.58	1,993.16	830,510.74	2,586.96
US Treasury Notes	1.500%	04/03/25	02/15/30	1,629	3.900%	410,000.00	366,773.83	3,383.78	370,157.61	284.10
US Treasury Notes	3.750%	07/03/25	05/31/30	1,734	3.790%	715,000.00	713,687.30	41.36	713,728.66	6,813.01
US Treasury Notes	3.750%	08/05/25	06/30/30	1,764	3.990%	850,000.00	841,068.36	123.50	841,191.86	5,456.86
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	561	2.890%	185,000.00	185,000.00	0.00	185,000.00	2,463.62
NYC Transitional	4.619%	05/29/25	05/01/29	1,339	4.620%	145,000.00	145,000.00	0.00	145,000.00	1,711.60
FN AL2092	3.000%	03/06/18	07/01/27	669	2.980%	28,697.12	28,733.00	(28.60)	28,704.40	71.74
FN AP4718	2.500%	07/20/18	08/01/27	700	2.750%	33,547.22	32,881.52	520.34	33,401.86	69.89
Fannie Mae Pool	3.500%	04/05/18	02/01/28	884	3.230%	51,536.75	52,712.43	(880.44)	51,831.99	150.32
Fannie Mae Pool	3.500%	04/05/18	03/01/28	913	3.230%	9,506.32	9,723.18	(161.04)	9,562.14	27.73
FR ZT1267	2.500%	08/21/19	05/01/28	974	2.320%	38,072.37	38,601.81	(364.16)	38,237.65	79.32
FN CA1940	4.000%	07/11/18	06/01/28	1,005	3.640%	43,523.48	44,815.58	(926.44)	43,889.14	145.08
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,035	2.720%	61,567.69	63,135.74	(1,144.38)	61,991.36	153.92
FG J32374	2.500%	02/17/22	11/01/28	1,158	2.220%	103,844.39	105,661.67	(953.55)	104,708.12	216.34
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,278	3.630%	30,899.65	31,850.77	(612.55)	31,238.22	103.00
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,584	3.000%	30,739.54	32,545.48	(1,258.88)	31,286.60	89.66
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,796	2.630%	67,035.50	69,978.78	(1,931.17)	68,047.61	167.59
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,888	2.960%	66,947.51	71,288.64	(2,803.21)	68,485.43	195.26
FR Z57331	3.000%	02/13/20	12/01/30	1,918	2.600%	122,056.59	126,671.86	(2,354.30)	124,317.56	305.14
FN FM1082	3.000%	08/19/19	09/01/31	2,192	2.720%	75,380.91	77,559.89	(1,085.99)	76,473.90	188.45
FG G16720	3.500%	01/25/19	11/01/31	2,253	3.340%	65,989.43	67,051.44	(546.92)	66,504.52	192.47
FG G16635	3.000%	04/18/19	02/01/32	2,345	2.930%	118,351.82	119,290.32	(465.59)	118,824.73	295.88
FN FS2986	4.000%	10/21/22	10/01/32	2,588	4.370%	224,061.09	217,409.27	1,901.05	219,310.32	746.87

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 08/31/25
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,680	3.300%	74,787.99	76,517.46	(873.09)	75,644.37	218.13
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,711	3.730%	27,027.56	27,842.62	(400.81)	27,441.81	90.09
FN CA1455	4.000%	12/20/18	03/01/33	2,739	3.760%	99,543.89	102,133.59	(1,215.65)	100,917.94	331.81
FN BMS5830	3.500%	06/05/19	04/01/34	3,135	3.180%	124,586.36	129,258.35	(1,951.11)	127,307.24	363.38
FN FM0047	3.000%	06/17/21	12/01/34	3,379	2.450%	150,218.72	159,724.75	(2,956.48)	156,768.27	375.55
FN FM2694	3.000%	06/05/19	03/01/35	3,469	2.570%	158,826.11	167,363.02	(3,092.26)	164,270.76	397.07
FR S80759	4.500%	10/18/22	03/01/35	3,469	4.630%	175,523.24	173,329.20	506.24	173,835.44	658.21
FR S80364	3.500%	06/21/21	06/01/35	3,561	2.830%	139,643.21	150,465.56	(3,233.82)	147,231.74	407.29
FR S80666	4.000%	05/13/22	06/01/35	3,561	3.750%	264,923.77	271,878.02	(1,745.20)	270,132.82	883.08
FN FM3701	2.500%	07/27/20	07/01/35	3,591	2.040%	143,185.92	151,575.71	(2,848.42)	148,727.29	298.30
FR S80361	3.000%	03/20/23	07/01/35	3,591	3.530%	247,099.30	234,165.19	2,563.55	236,728.74	617.75
FN FM5714	4.000%	03/19/21	11/01/35	3,714	3.230%	97,365.81	106,067.88	(2,630.39)	103,437.49	324.55
FHMS K061 A2	3.347%	05/24/23	11/01/26	427	4.310%	493,784.23	478,584.93	9,847.60	488,432.53	1,377.25
FHMS K063 A2	3.430%	05/24/23	01/01/27	488	4.340%	735,000.00	712,749.02	13,761.58	726,510.60	2,100.88
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	578	4.440%	765,000.00	733,055.27	18,313.14	751,368.41	2,067.41
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	853	4.070%	520,802.04	506,032.43	1,984.62	508,017.05	1,302.67
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	1,005	3.400%	307,335.96	307,332.26	1.95	307,334.21	870.79
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,035	4.580%	692,335.74	680,598.48	4,906.88	685,505.36	2,417.41
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,158	4.780%	365,000.00	368,408.37	(1,078.20)	367,330.17	1,520.83
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,158	4.460%	627,365.77	627,364.51	0.52	627,365.03	2,329.10
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,188	4.380%	513,588.84	513,580.10	3.93	513,584.03	1,873.32
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,243	4.560%	308,912.87	308,903.32	4.07	308,907.39	1,173.35
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,278	4.200%	375,000.00	346,567.38	2,512.99	349,080.37	662.50
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,339	4.800%	487,224.51	487,223.04	1.47	487,224.51	1,950.12
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,400	3.900%	284,192.56	284,181.75	4.66	284,186.41	924.10
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,400	4.330%	450,000.00	454,209.30	(812.33)	453,396.97	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,400	4.520%	515,000.00	468,368.36	9,488.80	477,857.16	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,462	4.340%	300,000.00	305,996.10	(966.44)	305,029.66	1,197.75
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,827	5.010%	525,045.65	525,030.44	3.45	525,033.89	2,190.75
FHR 4096 PA	1.375%	02/26/20	08/01/27	700	1.490%	61,586.99	61,086.59	369.39	61,455.98	70.57
FNR 2012-107 GA	1.500%	12/06/19	09/01/27	731	1.690%	11,932.81	11,767.80	121.30	11,889.10	14.92
FHS 287 150	1.500%	12/27/17	10/01/27	761	1.840%	30,125.83	29,222.05	708.06	29,930.11	37.66
FNR 2012-145 EA	1.250%	02/12/20	01/01/28	853	1.440%	33,336.47	32,863.76	330.05	33,193.81	34.73
FNR 2013-39 MP	1.750%	12/12/19	05/01/28	974	1.860%	85,251.28	84,531.97	486.71	85,018.68	124.32
FNR 2013-19 GE	2.500%	10/30/19	03/01/33	2,739	2.400%	101,246.24	102,353.62	(482.19)	101,871.43	210.93
FHR 5050 XL	1.000%	05/08/19	07/01/36	3,957	1.180%	173,028.41	173,880.03	(360.00)	173,520.03	432.57
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,957	1.820%	130,224.92	127,132.07	762.20	127,894.27	108.52
FHR 4877 CA	3.000%	07/19/24	04/01/34	3,135	2.960%	277,330.85	252,847.74	1,915.27	254,763.01	231.11
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,052	1.690%	329,522.46	299,556.51	1,814.09	301,370.60	274.60
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,722	1.550%	336,099.33	308,896.29	1,461.07	310,357.36	280.08
FNR 2013-75 PC	2.500%	04/20/20	04/01/43	6,422	2.200%	144,032.01	151,818.75	(1,814.87)	150,003.88	300.07
FNR 2015-33 P	2.500%	02/20/20	06/01/45	7,214	2.400%	65,106.19	66,347.28	(270.80)	66,076.48	135.64
FNR 2016-19 AH	3.000%	07/13/20	04/01/46	7,518	2.580%	65,530.58	70,760.23	(1,041.20)	69,719.03	163.83
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,609	1.160%	168,572.58	171,891.35	(646.14)	171,245.21	175.60
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,732	1.830%	106,983.77	110,895.37	(772.47)	110,122.90	178.31
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,614	3.840%	627,887.07	593,868.35	1,323.66	595,192.01	1,831.34
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	354	3.410%	330,000.00	301,121.70	22,022.16	323,143.86	110.92
Federal Home Loan Bank Notes	1.100%	08/03/22	08/20/26	354	3.000%	770,000.00	714,521.50	42,189.55	756,711.05	258.81
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	528	3.370%	740,000.00	662,492.40	52,537.74	715,030.14	358.28
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	542	3.240%	780,000.00	707,608.20	48,691.04	756,299.24	154.70
American Honda Finance	4.900%	03/14/24	03/12/27	558	4.890%	100,000.00	100,041.00	(19.29)	100,021.71	2,300.28
American Honda Finance	4.900%	03/13/24	03/12/27	558	4.920%	115,000.00	114,936.75	29.91	114,966.66	2,645.32
Hormel Foods	4.800%	08/09/24	03/30/27	576	4.400%	250,000.00	251,990.00	(797.51)	251,192.49	5,033.33
BP Cap Markets America	3.588%	05/17/24	04/14/27	591	4.950%	250,000.00	240,860.00	3,892.81	244,752.81	3,413.58
JP Morgan Chase	1.158%	05/20/24	04/22/27	599	4.150%	400,000.00	371,984.00	11,870.82	383,854.82	2,261.80
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	628	5.410%	100,000.00	100,000.00	0.00	100,000.00	1,503.89
John Deere Capital	4.900%	06/11/24	06/11/27	649	4.940%	195,000.00	194,758.20	94.65	194,852.85	2,123.33



FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 08/31/25
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	649	5.090%	330,000.00	330,000.00	0.00	330,000.00	3,730.47
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	649	5.040%	395,000.00	395,477.95	(186.16)	395,291.79	4,465.26
American Honda Finance	4.900%	07/10/24	07/09/27	677	4.950%	345,000.00	344,554.95	162.30	344,717.25	2,441.83
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	694	4.600%	250,000.00	249,992.50	3.00	249,995.50	1,118.06
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	694	4.590%	250,000.00	250,090.00	(32.16)	250,057.84	1,118.06
BMW US Capital	4.600%	08/13/24	08/13/27	712	4.600%	185,000.00	184,985.20	5.25	184,990.45	425.50
Accenture Capital	3.900%	10/04/24	10/04/27	764	3.950%	70,000.00	69,909.70	26.28	69,935.98	1,114.75
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	768	4.340%	200,000.00	200,078.00	(21.93)	200,056.07	3,455.83
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	775	4.450%	345,000.00	345,000.00	0.00	345,000.00	5,795.92
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	775	4.450%	425,000.00	424,953.25	13.55	424,966.80	7,139.91
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	806	4.940%	375,000.00	374,587.50	103.63	374,691.13	5,410.42
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	862	4.860%	250,000.00	250,000.00	0.00	250,000.00	1,722.67
National Rural Util Corp	4.750%	02/07/25	02/07/28	890	4.770%	100,000.00	99,956.00	7.88	99,963.88	316.67
National Rural Util Corp	4.750%	02/07/25	02/07/28	890	4.650%	130,000.00	130,344.50	(63.38)	130,281.12	411.67
Eli Lilly & Co	4.550%	06/27/25	02/12/28	895	4.050%	180,000.00	182,203.20	(146.56)	182,056.64	432.25
Eli Lilly & Co	4.550%	02/12/25	02/12/28	895	4.570%	225,000.00	224,856.00	25.49	224,881.49	540.31
Hershey Co	4.550%	02/24/25	02/24/28	907	4.570%	105,000.00	104,927.55	12.04	104,939.59	92.90
Cisco Systems Inc	4.550%	02/24/25	02/24/28	907	4.560%	170,000.00	169,943.90	9.56	169,953.46	150.40
Chevron USA	4.475%	02/26/25	02/26/28	909	4.480%	205,000.00	205,000.00	0.00	205,000.00	127.41
State Street Corp	4.530%	02/28/25	02/28/28	911	4.540%	400,000.00	400,000.00	0.00	400,000.00	151.20
Mars Inc	4.600%	03/12/25	03/01/28	913	4.600%	95,000.00	94,999.05	0.28	94,999.33	2,051.47
Mars Inc	4.600%	03/12/25	03/01/28	913	4.530%	150,000.00	150,295.50	(45.37)	150,250.13	3,239.17
Johnson & Johnson	4.550%	03/04/25	03/01/28	913	4.270%	260,000.00	261,983.80	(317.75)	261,666.05	6,276.47
Paccar Financial	4.550%	03/03/25	03/03/28	915	4.570%	385,000.00	384,765.15	37.37	384,802.52	8,661.43
Commonwealth Bk	4.423%	03/14/25	03/14/28	926	4.420%	300,000.00	300,000.00	0.00	300,000.00	6,155.34
Kenvue Inc	5.050%	06/30/25	03/22/28	934	4.120%	280,000.00	286,610.80	(400.80)	286,210.00	6,245.17
Citigroup Inc	4.643%	05/07/25	05/07/28	980	4.640%	390,000.00	390,000.00	0.00	390,000.00	5,734.11
Cummins Inc	4.250%	05/09/25	05/09/28	982	4.280%	25,000.00	24,982.50	1.73	24,984.23	330.56
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	1,001	4.260%	200,000.00	185,772.00	1,393.33	187,165.33	904.17
National Secs Clearing	5.000%	04/23/25	05/30/28	1,003	4.310%	250,000.00	254,195.00	(466.32)	253,728.68	3,159.72
HSBC USA	4.650%	06/03/25	06/03/28	1,007	4.650%	400,000.00	400,032.00	(2.33)	400,029.67	4,546.67
Target Corp	4.350%	06/10/25	06/15/28	1,019	4.350%	70,000.00	69,999.30	0.15	69,999.45	685.13
National Rural Util Coop	4.150%	08/25/25	08/25/28	1,090	4.190%	100,000.00	99,888.00	0.64	99,888.64	69.17
Bristol-Myers Squibb	4.900%	04/16/25	02/22/29	1,271	4.510%	200,000.00	202,738.00	(251.47)	202,486.53	245.00
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,275	4.510%	200,000.00	202,340.00	(214.11)	202,125.89	134.72
American Express Co	4.731%	04/25/25	04/25/29	1,333	4.730%	220,000.00	220,000.00	0.00	220,000.00	3,642.87
Bank of America Corp	4.623%	05/09/25	05/09/29	1,347	4.620%	390,000.00	390,000.00	0.00	390,000.00	5,609.24
United Parcel Service	2.500%	06/27/25	09/01/29	1,462	4.280%	180,000.00	167,842.80	472.10	168,314.90	2,250.00
BMW US Capital	5.050%	03/21/25	03/21/30	1,663	5.060%	190,000.00	189,950.60	4.30	189,954.90	4,264.44
State Street Corp	4.834%	04/24/25	04/24/30	1,697	4.830%	95,000.00	95,000.00	0.00	95,000.00	1,620.06
State Street Corp	4.834%	04/24/25	04/24/30	1,697	4.700%	260,000.00	261,588.60	(102.50)	261,486.10	4,433.85
Walmart	4.350%	04/28/25	04/28/30	1,701	4.390%	145,000.00	144,749.15	15.59	144,764.74	2,155.06
Blackrock Inc	2.400%	06/27/25	04/30/30	1,703	4.300%	290,000.00	266,196.80	791.50	266,988.30	2,339.33
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,718	4.830%	195,000.00	194,777.70	12.01	194,789.71	2,756.00
National Secs Clearing	4.700%	05/20/25	05/20/30	1,723	4.710%	415,000.00	414,742.70	14.07	414,756.77	5,472.24
Citibank NA	4.914%	05/29/25	05/29/30	1,732	4.910%	250,000.00	250,000.00	0.00	250,000.00	3,139.50
John Deere Capital	4.550%	06/05/25	06/05/30	1,739	4.560%	180,000.00	179,904.60	4.68	179,909.28	1,956.50
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,749	4.520%	400,000.00	399,648.00	14.45	399,662.45	3,750.00
Weighted Avg Maturity				1,320						
					3.839%	\$ 54,103,799.87	\$ 53,036,457.75	\$ 408,051.13	\$ 53,444,508.88	\$ 342,990.93

**Water Fund L-T Water Capital Reserve (01-121900)**

IIIT - Money Market (PFM Asset Management)	4.300%	08/31/25	09/01/25	1	4.300%	203,272.89	203,272.89	0.00	203,272.89	-
US Treasury Notes	4.125%	05/06/25	02/28/27	546	3.880%	100,000.00	100,417.97	(71.42)	100,346.55	11.40
US Treasury Notes	4.500%	03/13/25	05/15/27	622	3.960%	275,000.00	278,050.78	(638.32)	277,412.46	3,665.42
US Treasury Notes	0.625%	01/05/21	12/31/27	852	0.660%	200,000.00	199,476.56	348.69	199,825.25	213.99
US Treasury Notes	2.875%	04/05/21	05/15/28	988	1.420%	150,000.00	164,695.31	(9,105.99)	155,589.32	1,277.34
US Treasury Notes	1.250%	06/04/21	05/31/28	1,004	1.230%	275,000.00	275,365.23	(221.57)	275,143.66	873.46
US Treasury Notes	1.250%	10/03/24	05/31/28	1,004	3.550%	300,000.00	276,562.50	5,570.33	282,132.83	952.87
US Treasury Notes	1.000%	08/02/21	07/31/28	1,065	0.990%	400,000.00	400,203.13	(118.47)	400,084.66	347.83
US Treasury Notes	1.125%	09/02/21	08/31/28	1,096	1.070%	400,000.00	401,359.38	(776.56)	400,582.82	12.43
US Treasury Notes	3.125%	05/01/19	11/15/28	1,172	2.470%	150,000.00	158,320.31	(5,524.59)	152,795.72	1,388.42
US Treasury Notes	2.625%	06/03/19	02/15/29	1,264	2.120%	100,000.00	104,406.25	(2,835.52)	101,570.73	121.26
US Treasury Notes	2.625%	04/01/19	02/15/29	1,264	2.490%	150,000.00	151,769.53	(1,149.75)	150,619.78	181.90
US Treasury Notes	2.750%	06/03/22	05/31/29	1,369	2.950%	250,000.00	246,933.59	1,423.95	248,357.54	1,746.93
US Treasury Notes	3.250%	07/06/22	06/30/29	1,399	2.870%	500,000.00	511,992.19	(5,420.23)	506,571.96	2,781.93
US Treasury Notes	4.000%	08/23/24	10/31/29	1,522	3.750%	550,000.00	556,359.38	(1,159.02)	555,200.36	7,413.04
US Treasury Notes	4.000%	03/05/24	10/31/29	1,522	4.290%	600,000.00	591,398.44	2,269.05	593,667.49	8,086.96
US Treasury Notes	1.750%	02/03/20	11/15/29	1,537	1.560%	250,000.00	254,355.47	(2,482.04)	251,873.43	1,295.86
US Treasury Notes	3.500%	02/02/23	01/31/30	1,614	3.590%	285,000.00	283,408.01	586.95	283,994.96	867.39
US Treasury Notes	1.500%	03/04/22	02/15/30	1,629	1.820%	345,000.00	336,833.20	3,590.02	340,423.22	239.06
US Treasury Notes	3.625%	08/02/24	03/31/30	1,673	3.940%	600,000.00	590,460.94	1,664.28	592,125.22	9,151.64
US Treasury Notes	0.625%	06/29/20	05/15/30	1,718	0.650%	250,000.00	249,414.06	306.94	249,721.00	462.81
US Treasury Notes	0.625%	11/03/21	08/15/30	1,810	1.500%	250,000.00	232,148.44	7,778.74	239,927.18	72.18
US Treasury Notes	4.125%	02/06/24	08/31/30	1,826	3.870%	150,000.00	152,238.28	(534.84)	151,703.44	17.09
US Treasury Notes	4.125%	10/29/24	08/31/30	1,826	4.130%	150,000.00	149,929.69	9.25	149,938.94	17.09

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 08/31/25	
US Treasury Notes	4.125%	11/05/24	08/31/30	1,826	4.220%	625,000.00	621,777.34	408.42	622,185.76	71.22
US Treasury Notes	4.625%	09/03/24	09/30/30	1,856	3.750%	675,000.00	706,851.56	(4,734.20)	702,117.36	13,135.76
US Treasury Notes	0.875%	12/11/20	11/15/30	1,902	0.880%	200,000.00	199,867.19	63.12	199,930.31	518.34
US Treasury Notes	3.750%	01/04/24	12/31/30	1,948	3.960%	600,000.00	592,242.19	1,656.71	593,898.90	3,851.90
US Treasury Notes	4.125%	06/11/25	07/31/31	2,160	4.240%	125,000.00	124,199.22	26.28	124,225.50	448.37
US Treasury Notes	1.250%	11/03/21	08/15/31	2,175	1.540%	250,000.00	243,369.14	2,594.04	245,963.18	144.36
US Treasury Notes	3.750%	12/30/24	08/31/31	2,191	4.510%	190,000.00	181,746.88	720.65	182,467.53	19.68
US Treasury Notes	4.125%	07/03/25	10/31/31	2,252	3.920%	375,000.00	379,189.45	(94.99)	379,094.46	5,212.30
US Treasury Notes	1.375%	02/22/22	11/15/31	2,267	1.940%	450,000.00	427,517.58	8,143.79	435,661.37	1,832.71
US Treasury Notes	4.375%	07/17/25	01/31/32	2,344	4.190%	210,000.00	212,214.84	(37.01)	212,177.83	798.91
US Treasury Notes	4.125%	08/05/25	02/29/32	2,373	4.140%	300,000.00	299,765.63	2.31	299,767.94	34.19
US Treasury Notes	2.875%	06/03/22	05/15/32	2,449	2.910%	100,000.00	99,714.84	93.07	99,807.91	851.56
US Treasury Notes	2.750%	01/04/24	08/15/32	2,541	3.990%	875,000.00	796,796.88	15,063.92	811,860.80	1,111.58
US Treasury Notes	4.125%	12/29/22	11/15/32	2,633	3.850%	200,000.00	204,539.06	(1,228.78)	203,310.28	2,443.61
US Treasury Notes	4.500%	03/04/25	11/15/33	2,998	4.220%	240,000.00	244,762.50	(225.58)	244,536.92	3,198.91
US Treasury Notes	4.250%	04/03/25	11/15/34	3,363	4.150%	200,000.00	201,515.63	(52.00)	201,463.63	2,517.66
US Treasury Notes	4.250%	02/06/25	11/15/34	3,363	4.550%	270,000.00	263,714.06	294.45	264,008.51	3,398.85
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	561	2.890%	55,000.00	55,000.00	0.00	55,000.00	732.43
NYC Transitional	4.930%	05/29/25	05/01/31	2,069	4.930%	150,000.00	150,000.00	0.00	150,000.00	1,889.83
New York H	5.171%	04/29/25	02/01/32	2,345	5.170%	300,000.00	300,000.00	0.00	300,000.00	1,292.75
Oregon St B	4.891%	04/29/25	05/01/32	2,435	4.890%	75,000.00	75,000.00	0.00	75,000.00	1,243.13
NYC Transitional	5.030%	05/29/25	05/01/32	2,435	5.030%	150,000.00	150,000.00	0.00	150,000.00	1,928.17
FR ZT1267	2.500%	08/21/19	05/01/28	974	2.320%	9,916.53	10,054.43	(94.85)	9,959.58	20.66
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,035	2.720%	14,207.91	14,569.77	(264.09)	14,305.68	35.52
FG J32374	2.500%	02/17/22	11/01/28	1,158	2.220%	31,840.76	32,397.97	(292.37)	32,105.60	66.33
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,278	3.630%	6,554.47	6,756.23	(129.94)	6,626.29	21.85
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,584	3.000%	7,594.50	8,040.68	(311.02)	7,729.66	22.15
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,796	2.630%	10,055.35	10,496.85	(289.68)	10,207.17	25.14
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,888	2.960%	11,049.65	11,766.15	(462.67)	11,303.48	32.23
FR Z57331	3.000%	02/13/20	12/01/30	1,918	2.600%	31,163.39	32,341.76	(601.10)	31,740.66	77.91
FN FM1082	3.000%	08/19/19	09/01/31	2,192	2.720%	19,214.79	19,770.21	(276.82)	19,493.39	48.04
FG G16635	3.000%	04/18/19	02/01/32	2,345	2.930%	25,361.12	25,562.21	(99.76)	25,462.45	63.40
FN FS2986	4.000%	10/21/22	10/01/32	2,588	4.370%	73,866.29	71,673.38	626.72	72,300.10	246.22
FN BM5462	3.000%	06/21/19	11/01/32	2,619	2.800%	29,723.77	30,397.20	(310.36)	30,086.84	74.31
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,711	3.730%	8,316.08	8,566.83	(123.31)	8,443.52	27.72
FN CA1455	4.000%	12/20/18	03/01/33	2,739	3.760%	22,311.53	22,891.97	(272.47)	22,619.50	74.37
FN BM5830	3.500%	06/05/19	04/01/34	3,135	3.180%	31,146.60	32,314.60	(487.78)	31,826.82	90.84
FN FM0047	3.000%	06/17/21	12/01/34	3,379	2.450%	45,985.28	48,895.29	(905.04)	47,990.25	114.96
FR S80759	4.500%	10/18/22	03/01/35	3,469	4.630%	62,686.87	61,903.28	180.81	62,084.09	235.08
FR S80364	3.500%	06/21/21	06/01/35	3,561	2.830%	41,749.03	44,984.58	(966.81)	44,017.77	121.77
FR S80666	4.000%	05/17/22	06/01/35	3,561	3.750%	82,476.27	84,641.27	(543.32)	84,097.95	274.92
FN FM3701	2.500%	07/27/20	07/01/35	3,591	2.040%	38,864.77	41,142.00	(773.14)	40,368.86	80.97
FR S80361	3.000%	03/20/23	07/01/35	3,591	3.530%	80,345.17	76,139.61	833.54	76,973.15	200.86
FN FM5714	4.000%	03/19/21	11/01/35	3,714	3.230%	26,675.53	29,059.65	(720.66)	28,338.99	88.92
FR S81478	5.000%	04/10/25	02/01/40	5,267	4.960%	260,214.80	261,393.92	(20.86)	261,373.06	1,084.23
FN FM8086	3.500%	10/15/21	07/01/51	9,435	3.090%	131,968.25	142,381.36	(1,347.58)	141,033.78	384.91
FHMS K737 A1	2.116%	01/22/20	06/01/26	274	2.030%	9,653.25	9,701.46	(42.06)	9,659.40	17.02
FHMS K058 A2	2.653%	04/12/23	08/01/26	335	4.020%	240,000.00	229,893.75	7,156.86	237,050.61	530.60
FHMS K061 A2	3.347%	05/24/23	11/01/26	427	4.310%	162,996.73	157,979.48	3,250.67	161,230.15	454.63
FHMS K063 A2	3.430%	05/24/23	01/01/27	488	4.340%	245,000.00	237,583.01	4,587.19	242,170.20	700.29
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	578	4.440%	265,000.00	253,934.18	6,343.77	260,277.95	716.16
FHMS K070 A2	3.303%	07/05/24	11/01/27	792	4.930%	275,000.00	261,325.20	4,387.72	265,712.92	756.94
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	1,005	3.400%	102,445.28	102,444.02	0.67	102,444.69	290.26
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,035	4.580%	243,511.19	239,382.91	1,725.87	241,108.78	850.26
FHMS K508 A2	4.740%	10/19/23	08/01/28	1,066	5.260%	250,000.00	244,516.00	1,940.45	246,456.45	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	1,066	4.990%	255,000.00	251,227.79	1,382.34	252,610.13	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	1,097	5.600%	190,000.00	183,942.23	2,007.15	185,949.38	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	1,097	5.070%	250,000.00	247,011.75	1,031.23	248,042.98	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	1,127	5.140%	90,000.00	89,739.81	86.14	89,825.95	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	1,151	4.930%	140,000.00	139,597.78	131.40	139,729.18	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,158	4.780%	111,067.38	103,686.18	3,443.66	107,129.84	277.67
FHMS K750 A1	3.000%	11/03/22	11/01/28	1,158	4.260%	130,000.00	131,213.94	(384.02)	130,829.92	541.67
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,158	4.460%	207,649.26	207,648.84	0.17	207,649.01	770.90
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,188	4.380%	168,697.08	168,694.20	1.29	168,695.49	615.32
FHMS K514 A2	4.572%	06/06/24	12/01/28	1,188	4.960%	265,000.00	260,859.38	1,029.60	261,888.98	1,009.65
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,243	4.560%	98,493.95	98,490.87	1.31	98,492.18	374.11
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,219	4.910%	105,597.14	102,477.92	1,162.31	103,640.23	376.98
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,278	4.200%	200,000.00	184,835.94	1,340.26	186,176.20	353.33
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,339	4.800%	253,356.74	253,355.98	0.76	253,356.74	1,014.06
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,400	3.900%	92,527.82	92,524.29	1.52	92,525.81	300.87
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,400	4.330%	240,000.00	242,244.96	(433.24)	241,811.72	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,400	4.550%	270,000.00	245,552.34	4,974.71	250,527.05	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,462	4.340%	160,000.00	163,197.92	(515.43)	162,682.49	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,765	3.340%	238,669.71	205,722.10	6,782.86	212,504.96	177.41

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 08/31/25	
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,827	5.010%	182,624.57	182,619.27	1.21	182,620.48	762.00
FHR 4096 PA	1.375%	02/21/20	08/01/27	700	1.490%	15,971.44	15,841.68	95.79	15,937.47	18.30
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	853	1.440%	8,599.15	8,477.22	85.13	8,562.35	8.96
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	974	1.860%	21,773.41	21,589.70	124.30	21,714.00	31.75
Fannie Mae	2.500%	10/25/19	03/01/33	2,739	2.400%	25,795.26	26,077.40	(122.86)	25,954.54	53.74
Freddie Mac	3.000%	05/03/19	04/01/34	3,135	2.960%	31,943.71	32,100.94	(66.46)	32,034.48	79.86
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,957	1.180%	39,790.96	38,845.90	232.90	39,078.80	33.16
FHR 5050 XL	1.000%	07/19/24	07/01/36	3,957	1.820%	168,810.08	153,907.31	1,165.82	155,073.13	140.68
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,052	1.690%	172,607.00	156,910.55	950.24	157,860.79	143.84
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,722	1.550%	177,318.59	162,966.86	770.83	163,737.69	147.77
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,214	2.400%	16,681.98	16,999.98	(69.38)	16,930.60	34.75
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,732	1.830%	26,970.65	27,956.76	(194.74)	27,762.02	44.95
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,614	3.840%	218,908.44	207,048.05	461.48	207,509.53	638.48
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	528	3.370%	245,000.00	219,338.70	17,394.25	236,732.95	118.62
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	542	3.240%	255,000.00	231,333.45	15,918.23	247,251.68	50.58
Fannie Mae Notes	0.750%	10/07/20	10/08/27	768	0.770%	210,000.00	209,699.70	210.06	209,909.76	625.63
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,800	0.930%	100,000.00	99,485.00	261.15	99,746.15	63.19
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,476	3.120%	230,000.00	237,378.40	(2,301.33)	235,077.07	1,788.89
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	442	5.430%	135,000.00	128,974.95	3,022.27	131,997.22	1,378.13
Hormel Foods	4.800%	08/09/24	03/30/27	576	4.400%	130,000.00	131,034.80	(414.70)	130,620.10	2,617.33
BMW US Capital	4.900%	04/02/24	04/02/27	579	4.940%	95,000.00	94,886.95	51.35	94,938.30	1,926.65
BP Cap Markets America	3.588%	05/17/24	04/14/27	591	4.950%	135,000.00	130,064.40	2,102.12	132,166.52	1,843.34
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	628	5.410%	50,000.00	50,000.00	0.00	50,000.00	751.94
John Deere	4.900%	04/17/25	06/11/27	649	4.310%	100,000.00	101,190.00	(198.48)	100,991.52	1,088.89
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	649	5.040%	400,000.00	400,484.00	(188.52)	400,295.48	4,521.78
American Honda Finance	4.900%	07/10/24	07/09/27	677	4.950%	185,000.00	184,761.35	87.03	184,848.38	1,309.39
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	694	4.600%	130,000.00	129,996.10	1.56	129,997.66	581.39
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	694	4.590%	130,000.00	130,046.80	(16.72)	130,030.08	581.39
Accenture Capital	3.900%	10/04/24	10/04/27	764	3.950%	35,000.00	34,954.85	13.14	34,967.99	557.38
Toyota Motor Credit Corp	4.350%	10/10/24	10/08/27	768	4.360%	5,000.00	4,998.05	0.56	4,998.61	86.40
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	768	4.340%	100,000.00	100,039.00	(10.96)	100,028.04	1,727.92
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	775	4.450%	400,000.00	399,956.00	12.75	399,968.75	6,719.91
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	806	4.940%	200,000.00	199,780.00	55.27	199,835.27	2,885.56
National Rural Util Corp	4.750%	02/07/25	02/07/28	890	4.650%	55,000.00	54,975.80	4.34	54,980.14	174.17
Eli Lilly & Co	4.550%	06/27/25	02/12/28	895	4.050%	95,000.00	96,162.80	(77.35)	96,085.45	228.13
Eli Lilly & Co	4.550%	02/12/25	02/12/28	895	4.570%	120,000.00	119,923.20	13.59	119,936.79	288.17
Hershey Co	4.550%	02/24/25	02/24/28	907	4.570%	55,000.00	54,962.05	6.31	54,968.36	48.66
Cisco Systems Inc	4.550%	02/24/25	02/24/28	907	4.560%	85,000.00	84,971.95	4.78	84,976.73	75.20
Chevron USA	4.475%	02/26/25	02/26/28	909	4.480%	175,000.00	175,000.00	0.00	175,000.00	108.77
State Street Corp	4.530%	02/28/25	02/28/28	911	4.540%	205,000.00	205,000.00	0.00	205,000.00	77.49
Mars Inc	4.600%	03/12/25	03/01/28	913	4.600%	50,000.00	49,999.50	0.15	49,999.65	1,079.72
Mars Inc	4.600%	03/12/25	03/01/28	913	4.530%	80,000.00	80,157.60	(24.20)	80,133.40	1,727.56
Paccar Financial	4.550%	03/03/25	03/03/28	915	4.570%	200,000.00	199,878.00	19.41	199,897.41	4,499.44
Commonwealth Bk	4.423%	03/14/25	03/14/28	926	4.420%	250,000.00	250,000.00	0.00	250,000.00	5,129.45
Kenvue Inc	5.050%	06/30/25	03/22/28	934	4.120%	150,000.00	153,541.50	(214.71)	153,326.79	3,345.63
Citigroup Inc	4.643%	05/07/25	05/07/28	980	4.640%	200,000.00	200,000.00	0.00	200,000.00	2,940.57
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	1,001	4.260%	100,000.00	92,886.00	696.67	93,582.67	452.08
HSBC USA	4.650%	06/03/25	06/03/28	1,007	4.650%	200,000.00	200,016.00	(1.17)	200,014.83	2,273.33
Target Corp	4.350%	06/10/25	06/15/28	1,019	4.350%	35,000.00	34,999.65	0.08	34,999.73	342.56
Bristol-Myers Squibb	4.900%	04/16/25	02/22/29	1,271	4.510%	100,000.00	101,369.00	(125.74)	101,243.26	122.50
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,275	4.510%	110,000.00	111,287.00	(117.76)	111,169.24	74.10
American Express Co	4.731%	04/25/25	04/25/29	1,333	4.730%	115,000.00	115,000.00	0.00	115,000.00	1,904.23
Bank of America Corp	4.623%	05/09/25	05/09/29	1,347	4.620%	200,000.00	200,000.00	0.00	200,000.00	2,876.53
United Parcel Service	2.500%	06/27/25	09/01/29	1,462	4.280%	100,000.00	93,246.00	262.28	93,508.28	1,250.00
BMW US Capital	5.050%	03/21/25	03/21/30	1,663	5.060%	95,000.00	94,975.30	2.15	94,977.45	2,132.22
State Street Corp	4.834%	04/24/25	04/24/30	1,697	4.830%	50,000.00	50,000.00	0.00	50,000.00	852.66
State Street Corp	4.834%	04/24/25	04/24/30	1,697	4.700%	140,000.00	140,855.40	(55.19)	140,800.21	2,387.46
Walmart	4.350%	04/28/25	04/28/30	1,701	4.390%	75,000.00	74,870.25	8.06	74,878.31	1,114.69
Blackrock Inc	2.400%	06/27/25	04/30/30	1,703	4.300%	150,000.00	137,688.00	409.40	138,097.40	1,210.00
Toyota Motor Credit Corp	4.800%	05/15/25	05/15/30	1,718	4.830%	95,000.00	94,891.70	5.85	94,897.55	1,342.67
National Secs Clearing	4.700%	05/20/25	05/20/30	1,723	4.710%	250,000.00	249,845.00	8.48	249,853.48	3,296.53
Citibank NA	4.914%	05/29/25	05/29/30	1,732	4.910%	250,000.00	250,000.00	0.00	250,000.00	3,139.50
John Deere Capital	4.550%	06/05/25	06/05/30	1,739	4.560%	100,000.00	99,947.00	2.60	99,949.60	1,086.94
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,749	4.520%	200,000.00	199,824.00	7.22	199,831.22	1,875.00
Cummins Inc	4.700%	05/09/25	02/15/31	1,994	4.700%	200,000.00	199,926.00	3.59	199,929.59	2,924.44
American Express Co	4.918%	07/25/25	07/20/33	2,880	4.920%	100,000.00	100,000.00	0.00	100,000.00	491.80
Weighted Avg Maturity			1,698		3.787%	\$ 28,624,022.37	\$ 28,272,023.77	\$ 100,218.81	\$ 28,372,242.58	\$ 192,553.14

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 08/31/25
<b>Capital Reserve (01-122000)</b>										
IIIT - Money Market (PFM Asset Management)	4.300%	08/31/25	09/01/25	1	4.300%	315,648.54	315,648.54	0.00	315,648.54	-
US Treasury Notes	4.375%	02/06/24	08/15/26	349	4.040%	200,000.00	201,609.38	(1,001.28)	200,608.10	404.21
US Treasury Notes	3.500%	10/03/24	09/30/26	395	3.620%	2,200,000.00	2,194,757.81	2,358.72	2,197,116.53	32,398.91
US Treasury Notes	4.125%	03/13/25	10/31/26	426	4.050%	390,000.00	390,472.27	(132.55)	390,339.72	5,420.79
US Treasury Notes	1.125%	10/29/24	10/31/26	426	4.110%	1,200,000.00	1,131,609.38	28,086.39	1,159,695.77	4,548.91
US Treasury Notes	1.250%	09/03/24	11/30/26	456	3.840%	2,500,000.00	2,362,109.38	59,796.10	2,421,905.48	7,940.57
US Treasury Notes	4.000%	09/03/24	11/30/26	456	3.840%	245,000.00	243,832.42	319.73	244,152.15	1,278.26
US Treasury Notes	4.000%	12/05/24	01/15/27	502	4.220%	4,000,000.00	3,982,187.50	6,086.81	3,988,274.31	20,869.57
US Treasury Notes	4.125%	12/04/24	02/15/27	533	4.190%	120,000.00	119,835.94	54.01	119,889.95	228.67
US Treasury Notes	2.250%	11/05/24	02/15/27	533	4.180%	1,875,000.00	1,796,923.83	27,373.41	1,824,297.24	1,948.88
US Treasury Notes	4.125%	05/06/25	02/28/27	546	3.880%	510,000.00	512,131.64	(364.23)	511,767.41	58.11
US Treasury Notes	4.250%	01/07/25	03/15/27	561	4.220%	2,075,000.00	2,076,053.71	(301.42)	2,075,752.29	40,738.79
US Treasury Notes	4.500%	03/13/25	05/15/27	622	3.960%	500,000.00	505,546.88	(1,160.58)	504,386.30	6,664.40
US Treasury Notes	4.500%	02/07/25	05/15/27	622	4.260%	1,600,000.00	1,608,250.00	(1,978.91)	1,606,271.09	21,326.09
US Treasury Notes	3.875%	07/22/25	05/31/27	638	3.870%	280,000.00	280,010.94	(0.18)	280,010.76	2,756.97
US Treasury Notes	3.500%	03/04/25	01/31/28	883	4.020%	225,000.00	221,809.57	520.87	222,330.44	684.78
US Treasury Notes	4.000%	04/22/25	02/29/28	912	3.780%	250,000.00	251,474.61	(176.24)	251,298.37	27.62
US Treasury Notes	1.125%	04/03/25	02/29/28	912	3.840%	400,000.00	370,421.88	3,973.54	374,395.42	12.43
US Treasury Notes	3.500%	05/13/25	04/30/28	973	4.010%	700,000.00	690,074.22	960.29	691,034.51	8,255.43
US Treasury Notes	3.750%	05/21/25	05/15/28	988	3.940%	200,000.00	198,953.13	93.80	199,046.93	2,221.47
US Treasury Notes	3.750%	07/03/25	05/15/28	988	3.690%	1,950,000.00	1,952,970.70	(156.41)	1,952,814.29	21,659.31
US Treasury Notes	3.750%	06/05/25	05/31/28	1,004	3.890%	1,300,000.00	1,290,351.56	741.83	1,291,093.39	11,974.39
US Treasury Notes	4.000%	08/05/25	06/30/28	1,034	3.890%	1,725,000.00	1,730,053.71	(119.73)	1,729,933.98	11,812.50
Conneticut St Txbt	5.050%	06/22/23	05/15/26	257	4.550%	90,000.00	91,206.90	(912.99)	90,293.91	1,338.25
New York H	4.669%	04/29/25	02/01/28	884	4.670%	125,000.00	125,000.00	0.00	125,000.00	486.35
NYC Transitional	4.487%	05/29/25	05/01/28	974	4.490%	125,000.00	125,000.00	0.00	125,000.00	1,433.35
Oregon St B	4.368%	04/29/25	05/01/28	974	4.370%	145,000.00	145,000.00	0.00	145,000.00	2,146.39
FN AL2092	3.000%	03/06/18	07/01/27	669	2.980%	21,869.12	21,896.46	(21.79)	21,874.67	54.67
Fannie Mae Pool	3.500%	04/05/18	02/01/28	884	3.230%	42,947.38	43,927.11	(733.70)	43,193.41	125.26
Fannie Mae Pool	3.500%	04/05/18	03/01/28	913	3.230%	22,181.45	22,687.46	(375.77)	22,311.69	64.70
Fannie Mae Pool	3.500%	04/05/18	04/01/28	944	3.240%	26,558.00	27,138.95	(427.85)	26,711.10	77.46
FR ZT1267	2.500%	08/21/19	05/01/28	974	2.320%	26,030.84	26,392.84	(248.99)	26,143.85	54.23
FN CA1940	4.000%	07/11/18	06/01/28	1,005	3.640%	31,502.75	32,437.99	(670.57)	31,767.42	105.01
FG J32374	2.500%	02/17/22	11/01/28	1,158	2.220%	94,436.86	96,089.50	(867.16)	95,222.34	196.74
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,278	3.630%	18,258.89	18,820.92	(361.96)	18,458.96	60.86
FN FS2986	4.000%	10/21/22	10/01/32	2,588	4.370%	206,825.64	200,685.50	1,754.81	202,440.31	689.42
FR SB0364	3.500%	06/21/21	06/01/35	3,561	2.830%	125,247.05	134,953.69	(2,900.44)	132,053.25	365.30
FHMS K058 A2	2.653%	04/12/23	08/01/26	335	4.020%	675,000.00	646,576.17	20,128.66	666,704.83	1,492.31
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	366	5.050%	317,685.23	296,415.21	12,570.23	308,985.44	533.49
FHMS K061 A2	3.347%	05/24/23	11/01/26	427	4.310%	450,638.03	436,766.82	8,987.13	445,753.95	1,256.90
FHMS K063 A2	3.430%	05/24/23	01/01/27	488	4.340%	675,000.00	654,565.43	12,638.19	667,203.62	1,929.38
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	608	4.920%	291,059.61	276,745.38	5,264.55	282,009.93	742.44
FHMS K066 A2	3.117%	08/15/24	06/01/27	639	4.170%	500,000.00	485,722.66	4,985.25	490,707.91	1,298.75
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	669	4.320%	505,000.00	487,325.00	4,560.95	491,885.95	1,262.93
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	761	3.910%	422,338.16	398,383.66	9,881.23	408,264.89	812.30
FHMS K070 A2	3.303%	07/05/24	11/01/27	792	4.890%	500,000.00	475,136.72	7,977.68	483,114.40	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	792	4.360%	500,000.00	486,914.06	1,607.59	488,521.65	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	822	4.200%	465,000.00	455,936.13	1,232.69	457,168.82	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	853	4.070%	499,101.95	484,947.74	1,901.93	486,849.67	1,248.39
FHMS K505 A1	4.612%	07/20/23	02/25/28	908	4.610%	608,015.75	608,002.97	5.88	608,008.85	2,336.81
FHMS K506 A1	4.650%	09/14/23	05/01/28	974	5.010%	636,700.13	627,178.30	3,696.87	630,875.17	2,467.21
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	1,005	5.000%	471,488.58	467,620.90	1,287.53	468,908.43	1,876.92
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,035	4.580%	615,940.09	605,497.97	4,365.43	609,863.40	2,150.66
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,492	3.410%	649,615.11	573,082.33	0.00	573,082.33	560.83
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,492	3.710%	700,051.63	633,409.99	15,409.30	648,819.29	1,040.16
FHR 4096 PA	1.375%	02/21/20	08/01/27	700	1.490%	41,501.67	41,164.47	248.91	41,413.38	47.55
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	731	1.690%	8,170.53	8,057.55	83.05	8,140.60	10.21

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 08/31/25
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	974	1.860%	58,453.19	57,959.99	333.72	58,293.71	85.24
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,957	1.180%	118,167.05	115,360.58	691.62	116,052.20	98.47
FHR 5050 XL	1.000%	07/16/24	07/01/36	3,957	1.820%	265,272.98	241,854.36	1,831.99	243,686.35	221.06
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,052	1.690%	313,830.91	285,291.91	1,727.70	287,019.61	261.53
FHR 5277 CA	2.500%	04/08/24	12/01/39	5,205	3.140%	313,917.83	288,828.93	2,230.81	291,059.74	654.00
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,722	1.550%	319,173.46	293,340.36	1,387.49	294,727.85	265.98
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,214	2.400%	43,790.29	44,625.04	(182.13)	44,442.91	91.23
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	354	3.410%	705,000.00	643,305.45	47,047.34	690,352.79	236.96
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	486	4.060%	975,000.00	895,118.25	48,415.17	943,533.42	3,923.70
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	528	3.370%	675,000.00	604,300.50	47,922.94	652,223.44	326.81
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	542	3.240%	710,000.00	644,104.90	44,321.34	688,426.24	140.82
American Express Co	1.650%	06/20/24	11/04/26	430	5.270%	200,000.00	184,068.00	7,801.11	191,869.11	1,072.50
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	442	5.430%	240,000.00	229,288.80	5,372.93	234,661.73	2,450.00
American Honda Finance	4.900%	03/14/24	03/12/27	558	4.890%	85,000.00	84,953.25	22.11	84,975.36	1,955.24
American Honda Finance	4.900%	03/13/24	03/12/27	558	4.920%	90,000.00	90,036.90	(17.36)	90,019.54	2,070.25
Hormel Foods	4.800%	08/09/24	03/30/27	576	4.400%	230,000.00	231,830.80	(733.71)	231,097.09	4,630.67
BMW US Capital	4.900%	04/02/24	04/02/27	579	4.940%	200,000.00	199,762.00	108.11	199,870.11	4,056.11
BP Cap Markets America	3.588%	05/17/24	04/14/27	591	4.950%	250,000.00	240,860.00	3,892.81	244,752.81	3,413.58
JP Morgan Chase	1.158%	05/20/24	04/22/27	599	4.150%	380,000.00	353,384.80	11,277.28	364,662.08	2,148.71
Toyota Motor Credit Corp	4.500%	05/15/25	05/14/27	621	4.520%	160,000.00	159,928.00	10.31	159,938.31	2,120.00
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	628	5.410%	90,000.00	90,000.00	0.00	90,000.00	1,353.50
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	649	5.090%	315,000.00	315,000.00	0.00	315,000.00	3,560.90
John Deere Capital	4.900%	06/11/24	06/11/27	649	4.950%	350,000.00	349,566.00	169.88	349,735.88	3,811.11
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	649	5.040%	385,000.00	385,465.85	(181.45)	385,284.40	4,352.21
American Honda Finance	4.900%	07/10/24	07/09/27	677	4.950%	325,000.00	324,580.75	152.89	324,733.64	2,300.28
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	694	4.590%	235,000.00	235,084.60	(30.23)	235,054.37	1,050.97
Accenture Capital	3.900%	10/04/24	10/04/27	764	3.950%	70,000.00	69,909.70	26.28	69,935.98	1,114.75
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	768	4.340%	80,000.00	80,031.20	(8.77)	80,022.43	1,382.33
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	775	4.450%	330,000.00	330,000.00	0.00	330,000.00	5,543.93
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	775	4.450%	405,000.00	404,955.45	12.91	404,968.36	6,803.91
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	806	4.940%	360,000.00	359,604.00	99.48	359,703.48	5,194.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	890	4.650%	95,000.00	94,958.20	7.49	94,965.69	300.83
Eli Lilly & Co	4.550%	06/27/25	02/12/28	895	4.050%	170,000.00	172,080.80	(138.42)	171,942.38	408.24
Eli Lilly & Co	4.550%	02/12/25	02/12/28	895	4.570%	220,000.00	219,859.20	24.92	219,884.12	528.31
Hershey Co	4.550%	02/24/25	02/24/28	907	4.570%	100,000.00	99,931.00	11.47	99,942.47	88.47
Cisco Systems Inc	4.550%	02/24/25	02/24/28	907	4.560%	195,000.00	194,935.65	10.96	194,946.61	172.52
Chevron USA	4.475%	02/26/25	02/26/28	909	4.480%	430,000.00	430,000.00	0.00	430,000.00	267.26
State Street Corp	4.530%	02/28/25	02/28/28	911	4.540%	615,000.00	615,000.00	0.00	615,000.00	232.47
Mars Inc	4.600%	03/12/25	03/01/28	913	4.600%	90,000.00	89,999.10	0.27	89,999.37	1,943.50
Mars Inc	4.600%	03/12/25	03/01/28	913	4.530%	150,000.00	150,295.50	(45.37)	150,250.13	3,239.17
Johnson & Johnson	4.550%	03/04/25	03/01/28	913	4.270%	250,000.00	251,907.50	(305.53)	251,601.97	6,035.07
Paccar Financial	4.550%	03/03/25	03/03/28	915	4.570%	370,000.00	369,774.30	35.92	369,810.22	8,323.97
Commonwealth Bk	4.423%	03/14/25	03/14/28	926	4.420%	285,000.00	285,000.00	0.00	285,000.00	5,847.57
BMW US Capital	4.750%	03/21/25	03/21/28	933	4.770%	295,000.00	294,852.50	21.18	294,873.68	6,227.78
Kenvue Inc	5.050%	06/30/25	03/22/28	934	4.120%	265,000.00	271,256.65	(379.33)	270,877.32	5,910.60
Citigroup Inc	4.643%	05/07/25	05/07/28	980	4.640%	370,000.00	370,000.00	0.00	370,000.00	5,440.05
Cummins Inc	4.250%	05/09/25	05/09/28	982	4.280%	25,000.00	24,982.50	1.73	24,984.23	330.56
Astrazeneca Finance LLC	1.750%	05/07/25	05/28/28	1,001	4.260%	400,000.00	371,544.00	2,786.66	374,330.66	1,808.33
National Secs Clearing	5.000%	04/23/25	05/30/28	1,003	4.310%	250,000.00	254,195.00	(466.32)	253,728.68	3,159.72
National Secs Clearing	5.000%	05/23/25	05/30/28	1,003	4.330%	480,000.00	487,545.60	(661.17)	486,884.43	6,066.67
HSBC USA	4.650%	06/03/25	06/03/28	1,007	4.650%	375,000.00	375,030.00	(2.19)	375,027.81	4,262.50
Target Corp	4.350%	06/10/25	06/15/28	1,019	4.350%	65,000.00	64,999.35	0.14	64,999.49	636.19
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,749	4.520%	275,000.00	274,703.00	20.16	274,723.16	2,434.90
American Express Co	4.731%	04/25/25	04/25/29	1,333	4.730%	210,000.00	210,000.00	0.00	210,000.00	3,477.29
Bank of America Corp	4.623%	05/09/25	05/09/29	1,347	4.620%	370,000.00	370,000.00	0.00	370,000.00	5,321.59
Weighted Avg Maturity			845							
					4.113%	\$ 51,021,418.70	\$ 49,863,026.00	\$ 460,665.75	\$ 50,323,691.75	\$ 374,730.57
TOTAL ALL FUNDS					3.914%	\$ 147,997,089.82	\$ 145,313,328.54	\$ 1,032,252.08	\$ 146,345,580.62	\$ 910,274.64
Less: Net Unsettled Trades										
90 DAY US TREASURY YIELD					4.23%				\$ 146,345,580.62	
3 month US Treasury Bill Index					4.09%					
0-3 Year US Treasury Index					3.73%					
1-3 Year US Treasury Index					3.68%					
1-5 Year US Treasury Index					3.65%					
1-10 Year US Treasury Index					3.72%					

August 31, 2025

DuPAGE WATER COMMISSION  
WATERLINK INVESTMENTS  
(Unaudited)  
August 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 08/31/25	
Waterlink (01-122500)											
IIIT - Money Market	4.300%	08/31/25	09/01/25	1	4.300%	4,297,913.89	4,297,913.89	0.00	4,297,913.89	-	
Sheffield Receivables	0.000%	06/23/25	09/22/25	22	4.380%	4,250,000.00	4,202,945.42	36,195.83	4,239,141.25	-	
Atlantic Asset Sec	0.000%	07/01/25	09/25/25	25	4.400%	4,250,000.00	4,205,733.89	31,912.78	4,237,646.67	-	
Ridgefield Funding Co	0.000%	07/22/25	10/22/25	52	4.420%	4,250,000.00	4,202,536.94	21,152.02	4,223,688.96	-	
MUFG Bank LTD	0.000%	07/24/25	10/31/25	61	4.410%	4,225,000.00	4,173,993.69	20,093.39	4,194,087.08	-	
Credit Agricole CIB	0.000%	08/22/25	11/18/25	79	4.170%	4,245,000.00	4,201,729.30	4,917.13	4,206,646.43	-	
Weighted Avg Maturity					40	4.347%	\$ 25,517,913.89	\$ 25,284,853.13	\$ 114,271.15	\$ 25,399,124.28	\$ -
Less: Net Unsettled Trades										-	
									\$ 25,399,124.28		

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

	<u>Operating</u>	<u>Waterlink</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Cash received from customers	\$ 52,755,575	\$ -
Cash payments to suppliers	(51,811,641)	-
Cash payments to employees	(1,583,567)	-
Net cash from operating activities	(639,633)	-
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>		
Cash received from sales taxes	62,522	-
Cash received/paid from long term loans	193,829	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	256,351	-
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Interest paid	0	-
Principal paid	0	-
Escrow activity	(470)	(1,724,190)
Construction and purchase of capital assets	(503,527)	-
Net cash from capital and related financing activities	(503,997)	(1,724,190)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Investment income	1,792,998	-
Net cash from investing activities	1,792,998	-
Net Increase (Decrease) in cash and investments	905,719	(1,724,190)
CASH AND INVESTMENTS, MAY 1, 2025	149,768,536	35,673,160
CASH AND INVESTMENTS, AUGUST 31, 2025	\$ 150,674,255	\$ 33,948,970

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

	8/31/2025		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
<b>TABLE 1</b>			
<b>RESERVE ANALYSIS - DWC FUNDS</b>			
A. Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 52,580,083 120	\$ 53,444,509 122	\$ 864,426
B. Capital Reserve (3)	\$ 23,950,000	\$ 49,389,117	\$ 25,439,117
C. Long Term Water Capital Reserve	\$ 28,825,000	\$ 28,372,243	\$ (452,757)
D. O+M Account (1)	\$ 14,697,192	\$ 11,027,902	\$ (3,669,290)
E. Current Construction Obligation	\$ 934,575	\$ 934,575	\$ -
F. General Fund	\$ -	\$ 5,373,768	\$ 5,373,768
<b>DWC FUNDS AND ADJUSTED TARGETS</b>	<b>\$ 120,986,850</b>	<b>\$ 148,542,114</b>	<b>\$ 27,555,264</b>
G. Waterlink - DWC Improvements Per 5 Year Capital Plan	\$ 31,000,000	\$ -	\$ (31,000,000)
H. Alternative Water Source Per 5 Year Capital Plan	\$ 35,000,000	\$ -	\$ (35,000,000)
<b>DWC FUNDS AND FULL TARGETS</b>	<b>\$ 186,986,850</b>	<b>\$ 148,542,114</b>	<b>\$ (38,444,736)</b>
I. Customer Construction Escrows (2)	\$ 36,081,112	\$ 36,081,112	\$ -
<b>TOTAL SUMMARY CASH + RESERVE ANALYSIS</b>	<b>\$ 223,067,962</b>	<b>\$ 184,623,225</b>	<b>\$ (38,444,736)</b>

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

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

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



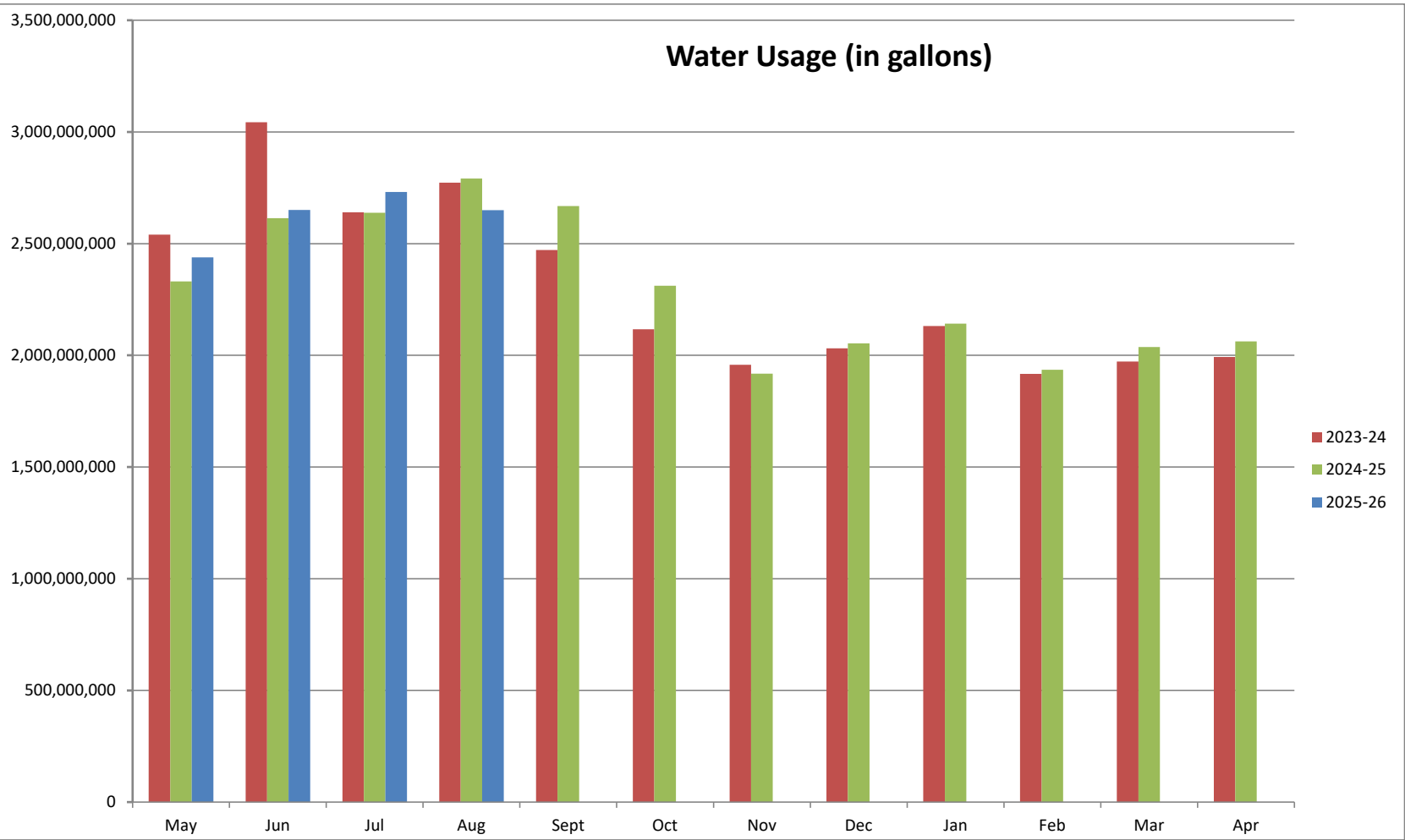


## MEMORANDUM

**To:** Paul May, General Manager  
**From:** Cheryl Peterson, Financial Administrator  
**Date:** 9/9/2025  
**Subject:** Financial Report – August 31, 2025

- Water sales to Commission customers for August 2025 were 138.2 million gallons (5.1%) below August 2024 and decreased by 71.8 million gallons compared to July 2025.
- Water sales to Commission customers for August were 34.8 million gallons (1.4%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 403.0 million gallons (4.1%) above the budgeted anticipated/forecasted sales.
- For the month of August, water billings to customers for O&M costs were \$15.0 million and water purchases from the City of Chicago were \$12.9 million. Water billing receivables at the August month end (\$20.7 million) were higher compared to the prior month (\$21.0 million). The decrease was primarily due to lower water sales and timing of monthly collections.
- For the four months ended August 31, 2025, \$61.2 million of the \$148.9 million revenue budget has been realized. Therefore, 41% of the revenue budget has been accounted for year to date. For the same period, \$59.2 million of the \$158.6 million expenditure budget has been realized, and this accounts for 37% of the expenditure budget.
- Adjusted for seasonality based on a monthly trend, year to date revenues are 106% percent of the current budget and expenses are 98% of the current budget.
- The Operating Reserve has reached its respective 2025/2026 fiscal year end minimum targeted level. The Long-Term Water Capital Account is just below its targeted level. 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 \$13.2 million and \$5.4 million, respectively.

cc: Chairman and Commissioners



DuPage Water Commission  
Summary of Specific Account Target and Summary of Net Assets  
August 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)	\$ 13,160,043.84	\$ 16,829,334.12		Negative Net Assets
General Account	\$ 5,373,768.47	\$ -		Positive Net Assets
Operating Reserve	\$ 53,444,508.88		\$ 52,580,083.00	Target Met
Capital Reserve	\$ 50,323,691.75		\$ 90,884,574.86	Not Fully Funded
L-T Water Capital Reserve	\$ 28,372,242.58		\$ 28,825,000.00	Not Fully Funded
Waterlink Escrow	\$ 33,948,969.59	\$ 33,948,969.59		Positive Net Assets
	\$ 184,623,225.11	\$ 50,778,303.71	\$ 172,289,657.86	\$ (38,444,736.46)

Total Net Assets - All Commission Accounts

Restricted	\$ -
Unrestricted	\$ 164,751,510.89
Invested in Capital Assets, net	\$ 397,104,726.86
Total	\$ 561,856,237.75

(1) Includes Interest Receivable

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



# DuPage Water Commission

## Board Balance Sheet

### Account Summary

As Of 08/31/2025

	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
<b>Fund: 01 - WATER FUND</b>			
<b>Assets</b>			
<b>Level1: 10 - CURRENT ASSETS</b>			
110 - CASH	12,878,520.21	8,676,775.23	4,201,744.98
120 - INVESTMENTS	171,744,704.90	141,064,507.84	30,680,197.06
131 - WATER SALES	20,739,631.00	21,283,300.74	-543,669.74
132 - INTEREST RECEIVABLE	910,274.64	651,075.97	259,198.67
134 - OTHER RECEIVABLE	67,164.85	-5,297,648.01	5,364,812.86
135 - LOAN RECEIVABLE - CURRENT	157,150.15	152,890.17	4,259.98
150 - INVENTORY	310,110.00	187,254.00	122,856.00
155 - PREPAIDS	412,210.71	409,311.36	2,899.35
<b>Total Level1 10 - CURRENT ASSETS:</b>	<b>207,219,766.46</b>	<b>167,127,467.30</b>	<b>40,092,299.16</b>
<b>Level1: 17 - NONCURRENT ASSETS</b>			
170 - FIXED ASSETS	625,742,300.54	618,901,919.19	6,840,381.35
175 - LESS: ACCUMULATED DEPRECIATION	-242,697,569.12	-233,039,751.00	-9,657,818.12
180 - CONSTRUCTION IN PROGRESS	14,059,995.44	16,492,941.66	-2,432,946.22
190 - LONG-TERM ASSETS	10,016,373.00	10,978,364.02	-961,991.02
<b>Total Level1 17 - NONCURRENT ASSETS:</b>	<b>407,121,099.86</b>	<b>413,333,473.87</b>	<b>-6,212,374.01</b>
<b>Total Assets:</b>	<b>614,340,866.32</b>	<b>580,460,941.17</b>	<b>33,879,925.15</b>
<b>Liability</b>			
<b>Level1: 21 - CURRENT LIABILITIES</b>			
210 - ACCOUNTS PAYABLE	13,759,625.82	13,496,109.11	-263,516.71
211 - OTHER CURRENT LIABILITIES	857,866.28	839,223.55	-18,642.73
225 - ACCRUED PAYROLL LIABILITIES	98,307.67	91,107.83	-7,199.84
226 - ACCRUED VACATION	490,817.69	326,919.13	-163,898.56
250 - CONTRACT RETENTION	934,574.86	1,111,687.77	177,112.91
251 - CUSTOMER DEPOSITS	35,571,686.25	7,750,495.23	-27,821,191.02
<b>Total Level1 21 - CURRENT LIABILITIES:</b>	<b>51,712,878.57</b>	<b>23,615,542.62</b>	<b>-28,097,335.95</b>
<b>Level1: 25 - NONCURRENT LIABILITIES</b>			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	771,750.00	848,174.00	76,424.00
<b>Total Level1 25 - NONCURRENT LIABILITIES:</b>	<b>771,750.00</b>	<b>848,174.00</b>	<b>76,424.00</b>
<b>Total Liability:</b>	<b>52,484,628.57</b>	<b>24,463,716.62</b>	<b>-28,020,911.95</b>
<b>Equity</b>			
<b>Level1: 30 - EQUITY</b>			
300 - EQUITY	559,861,501.96	555,080,706.82	4,780,795.14
<b>Total Level1 30 - EQUITY:</b>	<b>559,861,501.96</b>	<b>555,080,706.82</b>	<b>4,780,795.14</b>
<b>Total Beginning Equity:</b>	<b>559,861,501.96</b>	<b>555,080,706.82</b>	<b>4,780,795.14</b>
Total Revenue	61,177,167.05	57,245,963.57	3,931,203.48
Total Expense	59,182,431.26	56,329,445.84	-2,852,985.42
<b>Revenues Over/(Under) Expenses</b>	<b>1,994,735.79</b>	<b>916,517.73</b>	<b>1,078,218.06</b>
<b>Total Equity and Current Surplus (Deficit):</b>	<b>561,856,237.75</b>	<b>555,997,224.55</b>	<b>5,859,013.20</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b>614,340,866.32</b>	<b>580,460,941.17</b>	<b>33,879,925.15</b>



# Monthly & YTD Budget Report

...		August 2025-2026 Budget	August 2025-2026 Activitv	2025-2026 Seasonal YT...	2025-2026 YTD Activitv	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
<b>01 - WATER FUND</b>								
Revenue								
<b>510 - WATER SERVICE</b>								
							% of Year Completed: 33%	
01-511100	O&M PAYMENTS- GOVERNMENTAL	-14,469,743.20	-14,684,010.80	-55,576,968.19	-57,906,819.52	104%	-142,981,652.20	40%
01-511200	O&M PAYMENTS- PRIVATE	-325,495.14	-313,339.20	-1,250,197.24	-1,259,557.00	101%	-3,216,355.20	39%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,231.00	0.00	-4,924.00	0.00	0%	-24,620.00	0%
510 - WATER SERVICE Totals:		-14,796,469.34	-14,997,350.00	-56,832,089.43	-59,166,376.52	104%	-146,222,627.40	40%
<b>520 - TAXES</b>								
							% of Year Completed: 33%	
01-530010	SALES TAXES - WATER REVENUE	0.00	-12,535.75	0.00	-62,522.14	0%	0.00	0%
520 - TAXES Totals:		0.00	-12,535.75	0.00	-62,522.14	0%	0.00	0%
<b>540 - OTHER INCOME</b>								
							% of Year Completed: 33%	
01-581000	INVESTMENT INCOME	-208,250.00	-388,458.52	-833,000.00	-1,874,934.90	225%	-2,500,000.00	75%
01-582000	INTEREST INCOME	-14,766.91	0.00	-59,067.64	-44,854.43	76%	-177,273.88	25%
01-590000	OTHER INCOME	0.00	-175.00	0.00	-28,479.06	0%	0.00	0%
540 - OTHER INCOME Totals:		-223,016.91	-388,633.52	-892,067.64	-1,948,268.39	218%	-2,677,273.88	73%
<b>Revenue Totals:</b>		<b>-15,019,486.25</b>	<b>-15,398,519.27</b>	<b>-57,724,157.07</b>	<b>-61,177,167.05</b>	<b>106%</b>	<b>-148,899,901.28</b>	<b>41%</b>

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 8/31/2025

...	...	August 2025-2026 Budget	August 2025-2026 Activity	2025-2026 Seasonal YTD...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
Expense								
610 - PERSONNEL SERVICES								
								% of Year Completed: 33%
01-60-611100	ADMIN SALARIES	150,843.86	143,796.11	656,769.70	640,965.14	98%	2,030,200.00	32%
01-60-611200	OPERATIONS SALARIES	208,816.00	187,436.53	819,392.00	769,278.84	94%	2,480,000.00	31%
01-60-611300	SUMMER INTERNS	0.00	0.00	34,560.00	0.00	0%	36,000.00	0%
01-60-611600	ADMIN OVERTIME	616.67	64.18	2,466.64	609.41	25%	7,400.00	8%
01-60-611700	OPERATIONS OVERTIME	30,315.52	26,682.59	127,769.60	102,590.18	80%	396,800.00	26%
01-60-612100	PENSION	24,346.25	12,751.06	97,385.00	53,930.18	55%	292,272.00	18%
01-60-612200	MEDICAL/LIFE BENEFITS	77,564.60	68,931.42	312,539.72	274,091.46	88%	1,140,656.00	24%
01-60-612300	FEDERAL PAYROLL TAXES	31,887.01	25,443.51	124,745.60	108,619.48	87%	378,705.60	29%
01-60-612800	STATE UNEMPLOYMENT	1,166.66	0.00	4,666.64	0.00	0%	14,000.00	0%
01-60-613100	TRAVEL	950.00	174.00	3,800.00	1,903.07	50%	11,400.00	17%
01-60-613200	TRAINING	6,345.83	873.33	25,383.32	5,220.25	21%	76,150.00	7%
01-60-613301	CONFERENCES	5,108.33	0.00	20,433.32	995.00	5%	61,300.00	2%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	5,000.00	0.00	0%	15,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.33	75.00	7,733.32	498.00	6%	23,200.00	2%
610 - PERSONNEL SERVICES Totals:		541,144.06	466,227.73	2,242,644.86	1,958,701.01	87%	6,963,083.60	28%
620 - CONTRACT SERVICES								
								% of Year Completed: 33%
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	0.00	4,333.32	0.00	0%	13,000.00	0%
01-60-623300	TRUST SERVICES & BANK CHARGE	15,493.80	10,951.80	61,975.20	45,313.39	73%	186,000.00	24%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.66	5,000.00	26,666.64	35,227.25	132%	80,000.00	44%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.66	0.00	26,666.64	11,707.65	44%	80,000.00	15%
01-60-625800	LEGAL NOTICES	1,416.66	0.00	5,666.64	253.00	4%	17,000.00	1%
01-60-626000	AUDIT SERVICES	10,500.00	5,000.00	35,000.00	33,000.00	94%	35,000.00	94%
01-60-628000	CONSULTING SERVICES	46,239.83	45,824.50	184,959.32	180,175.03	97%	555,100.00	32%
01-60-629000	CONTRACTUAL SERVICES	77,515.00	71,361.50	310,060.00	274,224.26	88%	930,180.00	29%
620 - CONTRACT SERVICES Totals:		165,581.94	138,137.80	655,327.76	579,900.58	88%	1,896,280.00	31%
640 - INSURANCE								
								% of Year Completed: 33%
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.33	8,724.58	56,333.32	34,898.32	62%	169,000.00	21%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.17	8,100.00	6,352.68	78%	24,300.00	26%
01-60-641500	WORKER'S COMPENSATION	13,750.00	12,173.00	55,000.00	51,778.00	94%	165,000.00	31%
01-60-641600	EXCESS LIABILITY COVERAGE	8,333.33	6,530.50	33,333.32	26,122.00	78%	100,000.00	26%
01-60-642100	PROPERTY INSURANCE	47,500.00	41,114.00	190,000.00	164,456.04	87%	570,000.00	29%
01-60-642200	AUTOMOBILE INSURANCE	3,750.00	2,906.42	15,000.00	11,625.68	78%	45,000.00	26%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	0.00	33,333.32	0.00	0%	100,000.00	0%
640 - INSURANCE Totals:		97,774.99	73,036.67	391,099.96	295,232.72	75%	1,173,300.00	25%

## Monthly &amp; YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 8/31/2025

...	...	August 2025-2026 Budget	August 2025-2026 Activity	2025-2026 Seasonal YTD...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
<b>650 - OPERATIONAL SUPPORT SRVS</b>								
							% of Year Completed: 33%	
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	37,500.00	35,856.74	96%	112,500.00	32%
01-60-651300	NATURAL GAS	2,748.90	225.69	10,995.60	1,870.88	17%	33,000.00	6%
01-60-651401	TELEPHONE	6,321.66	4,170.97	25,286.64	19,131.76	76%	75,860.00	25%
01-60-651403	RADIOS	2,207.45	0.00	8,829.80	18,816.00	213%	26,500.00	71%
01-60-651404	REPAIRS & EQUIPMENT	383.33	461.75	1,533.32	461.75	30%	4,600.00	10%
01-60-652100	OFFICE SUPPLIES	2,541.66	1,441.18	10,166.64	4,932.04	49%	30,500.00	16%
01-60-652200	BOOKS & PUBLICATIONS	837.50	34.00	3,350.00	5,566.77	166%	10,050.00	55%
01-60-653100	PRINTING- GENERAL	808.33	200.00	3,233.32	1,134.86	35%	9,700.00	12%
01-60-653200	POSTAGE & DELIVERY	533.33	155.24	2,133.32	1,321.17	62%	6,400.00	21%
01-60-654000	PROFESSIONAL DUES	1,868.75	0.00	7,475.00	14,033.00	188%	22,425.00	63%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	734.70	682.16	2,938.80	2,498.64	85%	8,820.00	28%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	22,000.00	12,862.04	88,000.00	66,096.34	75%	264,000.00	25%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,905.73	542.50	67,622.92	21,452.86	32%	202,950.00	11%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,666.00	1,682.59	6,664.00	5,628.15	84%	20,000.00	28%
650 - OPERATIONAL SUPPORT SRVS Totals:		68,932.34	22,458.12	275,729.36	198,800.96	72%	827,305.00	24%
<b>660 - WATER OPERATION</b>								
							% of Year Completed: 33%	
01-60-661101	WATER BILLING	12,833,409.67	12,932,827.77	49,291,959.87	50,646,973.44	103%	126,812,348.56	40%
01-60-661102	ELECTRICITY	222,640.00	185,000.00	855,140.00	595,187.60	70%	2,200,000.00	27%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	50,000.00	260,000.00	192,826.35	74%	780,000.00	25%
01-60-661104	MAJOR MAINTENANCE	37,500.00	0.00	150,000.00	23,355.88	16%	450,000.00	5%
01-60-661201	PUMP STATION	278,300.00	263,122.04	1,068,925.00	791,533.84	74%	2,750,000.00	29%
01-60-661202	METER STATION, ROV, TANK SITE	20,240.00	6,382.00	77,780.00	16,360.28	21%	200,000.00	8%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	19,300.00	3,433.42	18%	57,900.00	6%
01-60-661400	WATER QUALITY TESTING	9,916.66	1,629.50	39,666.64	31,484.35	79%	119,000.00	26%
01-60-662100	PUMPING SERVICES	67,441.66	61,804.18	269,766.64	170,553.52	63%	809,300.00	21%
01-60-662200	INSTRUMENTATION	5,810.17	747.29	23,240.68	2,799.51	12%	69,750.00	4%
01-60-662300	METER TESTING & REPAIRS	4,583.33	0.00	18,333.32	3,210.22	18%	55,000.00	6%
01-60-662400	SCADA	1,491.07	159.20	5,964.28	475.60	8%	17,900.00	3%
01-60-662500	EQUIPMENT RENTAL	1,332.80	0.00	5,331.20	0.00	0%	16,000.00	0%
01-60-662600	UNIFORMS	2,165.80	1,175.97	8,663.20	3,409.39	39%	26,000.00	13%
01-60-662700	SAFETY	15,008.33	904.31	60,033.32	13,626.53	23%	180,100.00	8%
01-60-663100	PIPELINE REPAIRS	112,500.00	113,984.91	450,000.00	173,625.10	39%	1,350,000.00	13%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	33,317.64	100,000.00	108,637.10	109%	300,000.00	36%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,157.40	527.78	92,629.60	53,435.91	58%	278,000.00	19%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,746.90	1,202.20	30,987.60	8,537.76	28%	93,000.00	9%
01-60-663700	PIPELINE SUPPLIES	10,000.00	5,171.07	40,000.00	31,039.90	78%	120,000.00	26%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,431.96	0.00	13,727.84	2,168.00	16%	41,200.00	5%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 8/31/2025

...	...	August 2025-2026 Budget	August 2025-2026 Activity	2025-2026 Seasonal YTD...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,651.66	4,343.48	14,606.64	8,623.83	59%	43,820.00	20%
01-60-664200	FUEL- VEHICLES	3,750.00	3,980.47	15,000.00	11,658.90	78%	45,000.00	26%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	1,100.00	0.00	0%	3,300.00	0%
660 - WATER OPERATION Totals:		13,759,177.41	13,666,279.81	52,912,155.83	52,892,956.43	100%	136,817,618.56	39%

680 - LAND & LAND RIGHTS

% of Year Completed: 33%

01-60-681000	LEASES	83.33	0.00	333.32	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	708.33	102.25	2,833.32	3,160.61	112%	8,500.00	37%
680 - LAND & LAND RIGHTS Totals:		791.66	102.25	3,166.64	3,160.61	100%	9,500.00	33%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 33%

01-60-685100	COMPUTERS	6,164.20	1,435.98	24,656.80	7,728.71	31%	74,000.00	10%
01-60-685200	OFFICE FURNITURE & EQUIPMT	0.00	0.00	20,000.00	0.00	0%	20,000.00	0%
01-60-685600	MACHINERY & EQUIPMENT	0.00	0.00	70,000.00	0.00	0%	70,000.00	0%
01-60-685800	CAPITALIZED EQUIP	0.00	0.00	-90,000.00	0.00	0%	-90,000.00	0%
01-60-686000	VEHICLES	0.00	0.00	80,000.00	0.00	0%	80,000.00	0%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	0.00	-80,000.00	0.00	0%	-80,000.00	0%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	403,227.89	1,700,000.00	1,612,911.54	95%	5,100,000.00	32%
01-60-693000	DEPRECIATION- BUILDINGS	291,550.00	263,883.70	1,166,200.00	1,055,979.18	91%	3,500,000.00	30%
01-60-694000	DEPRECIATION-PUMPING EQUIPME	158,270.00	126,436.02	633,080.00	505,744.14	80%	1,900,000.00	27%
01-60-695200	DEPRECIATION- OFFICE FURN &	14,994.00	4,703.82	59,976.00	18,815.34	31%	180,000.00	10%
01-60-696000	DEPRECIATION- VEHICLES	16,326.80	13,125.00	65,307.20	52,500.04	80%	196,000.00	27%
685 - CAPITAL EQUIP / DEPREC Totals:		912,305.00	812,812.41	3,649,220.00	3,253,678.95	89%	10,950,000.00	30%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 33%

01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	52,028.40	300,000.00	55,817.20	19%	300,000.00	19%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	11,384.88	600,000.00	24,273.21	4%	600,000.00	4%
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	20,000,000.00	0.00	0%	20,000,000.00	0%
01-60-751200	CATHODIC PROTECTION	0.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771100	METER REPLACEMENT	0.00	21,390.00	150,000.00	23,715.00	16%	150,000.00	16%
01-60-771200	CONDITION ASSESSMENT	0.00	0.00	520,000.00	0.00	0%	520,000.00	0%
01-60-771700	REPLACEMENT OF SCADA SYSTEM	0.00	13,810.37	4,450,000.00	191,227.38	4%	4,450,000.00	4%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	126,231.43	5,000,000.00	208,494.87	4%	5,000,000.00	4%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-224,845.08	-32,170,000.00	-503,527.66	2%	-32,170,000.00	2%
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%



...	...	August 2025-2026 Budget	August 2025-2026 Activity	2025-2026 Seasonal YTD...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
850 - ESCROW FUNDED CONSTRUCTION								
% of Year Completed: 33%								
01-80-850001	METERING STATION	0.00	0.00	3,250,000.00	0.00	0%	3,250,000.00	0%
01-80-852001	AQUA ILLINOIS	0.00	0.00	2,000,000.00	468.00	0%	2,000,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	0.00	508,420.30	199,500,000.00	1,274,995.79	1%	199,500,000.00	1%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-508,420.30	-204,750,000.00	-1,275,463.79	1%	-204,750,000.00	1%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		15,545,707.40	15,179,054.79	60,129,344.41	59,182,431.26	98%	158,637,087.16	37%
01 - WATER FUND Totals:		526,221.15	-219,464.48	2,405,187.34	-1,994,735.79	-83%	9,737,185.88	-20%



**Resolution #:** N/A

**Account:** 01-121700 and 01-121900

**Approvals:** *Author / Manager / Finance / Admin*

**CAP - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 9/2/2025

**Description:** **Authorizing the Transfer of Funds from the General Account to the Long-Term Water Capital Reserve Account**

**Agenda Section:** Finance Committee

**Originating Department:** Finance

The request is to transfer funds into the Long-Term Water Capital Reserve, as is typical each year. The transfer would allow the Commission to fully fund the Long-Term Water Capital Reserve account to meet the reserve target based upon the proposed 2025-2026 Management Budget. The 2025-2026 Management Budget was approved by the Board during the April 17, 2025 Board meeting.

The request is to transfer between \$600,000 and \$2.1 million to the Long-Term Water Capital Reserve from the General Account. \$600K is the amount necessary to fully-fund the account, taking advantage of interest earnings from previous years which have resulted in additional revenue to the account. \$2.1 M is the amount historically budgeted for deposit each year.

### **Recommended Motion:**

Authorizing the Transfer of Funds from the General Account to the Long-Term Water Capital Reserve Account.



**Resolution #:** N/A

**Account:** N/A

**Approvals:** *Author / Manager / Finance / Admin*

**DM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 9/11/2025  
**Description:** 2026 Schedule of Meetings  
**Agenda Section:** Administration Committee  
**Originating Department:** Administration

Seeking Board approval of the 2026 Schedule of Board and Committee Meetings for calendar year 2026.

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**Recommended Motion:**

To Approve the 2026 Schedule of Meetings



## MEMORANDUM

**To:** Interested News Mediums  
**From:** Paul D. May, P.E., Geneal Manager  
**Date:** 9/1/2026  
**Subject:** 2026 Schedule of Meetings

As required in 5 ILCS 120/2.03 the following is a list of regular board meetings for the DuPage Water Commission:

January 15, 2026  
February 19, 2026  
March 19, 2026  
April 16, 2026  
May 21, 2026  
June 18, 2026  
July 16, 2026  
August 20, 2026  
September 17, 2026  
October 15, 2026  
November 19, 2026  
December 17, 2026

The regular Commission meetings begin at **6:30 P.M.**, and are held at the Commission Offices at 600 East Butterfield Road, Elmhurst, Illinois 60126. The Administration Committee to begin at **6:15 P.M.**, the Engineering and Construction Committee to begin at **6:00 P.M.**, and the Finance Committee to begin at **5:45 P.M.** prior to the regular Board meetings.



**Resolution #:** R-74-25

**Account:** N/A

**Approvals:** *Author / Manager / Finance / Admin*

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 9/11/2025

**Description:** **A Resolution Ratifying the Execution of a First Amendment to the Vacant Land Purchase and Sale Agreement for the 32.47 Acres of adjacent to 75th Street in Unincorporated DuPage County**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

On February 20, 2025 Resolution R-19-25 was approved which designated property on 75<sup>th</sup> Street in Woodridge/Naperville as surplus. Following a solicitation period, Resolution R47-25 was approved on June 19, 2025 authorizing a purchase contract with Pulte for the sale of subject property.

The contract purchaser mobilized to commence the inspection but was not able to complete all survey work during the inspection period because of delays associated with ensuring that access did not disrupt existing wetlands on the site, and related coordination with the permitting authorities. It is recommended that approval of an extension of the inspection period through October 24, 2025 be ratified.

### Recommended Motion:

To adopt Resolution R-74-25

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-74-25**

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A RESOLUTION RATIFYING THE EXECUTION OF A FIRST AMENDMENT TO THE VACANT LAND PURCHASE AND SALE AGREEMENT WITH PULTE HOME COMPANY LLC FOR THE SALE OF 32.47 ACRES ADJACENT TO 75<sup>TH</sup> STREET IN UNINCORPORATED DUPAGE COUNTY

WHEREAS, the DuPage Water Commission (the “Commission”) is a County Water Commission organized and existing under the laws of Illinois including, without limitation, the Water Commission Act of 1985 (the “Act”) (70 ILCS 3720/0.001 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-135-1 *et seq.*) (the “Code”); and

WHEREAS, the Commission owns in fee simple interest various parcels of real property, including vacant land on 75<sup>th</sup> Street in unincorporated DuPage County (the “Property”);

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

WHEREAS, as expressed in Resolution 47-25, the Commission previously approved entering into a Vacant Land Purchase and Sale Agreement (the “Agreement”) with Pulte Home Company, LLC (“Pulte”) to sell the Property;

WHEREAS, the Commission authorized the Commission to take whatever steps necessary to complete the sale of the Property to Pulte in accordance with the terms of the Agreement.

WHEREAS, Pulte requested an extension of the Inspection Period due to delays associated with ensuring that survey access did not disrupt existing wetlands, and the Commission’s staff and counsel have negotiated an amendment to the Agreement to allow the Purchaser until October 24, 2025 to complete its inspection of the Property (the “First Amendment”), which is attached hereto as Exhibit 1;

WHEREAS, the because the Inspection Period would expire before the Commission's September meeting without the First Amendment, the First Amendment was executed subject to ratification by the Commission pursuant to the authority granted by Resolution 47-25;

WHEREAS, the Commission deems it to be in the best interests of the Commission to approve the First Amendment and ratify the execution of the First Amendment on behalf of the Commission.

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

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

SECTION TWO: The Commission approves the First Amendment and ratifies the General Manager's execution of the First Amendment on behalf of the Commission.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Resolutions/2025/R-74-25.docx



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## EXHIBIT 1

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## **FIRST AMENDMENT TO VACANT LAND PURCHASE AGREEMENT**

This First Amendment to the Vacant Land Purchase Agreement (this “First Amendment”) is entered into effective as of August \_\_\_\_, 2025 (the “Effective Date”), by and among the **DUPAGE WATER COMMISSION**, organized and operating under the Water Commission Act of 1985 (70 ILCS 3720) (“Seller”), and **PULTE HOME COMPANY LLC**, a Michigan limited liability company or its assignee (“Purchaser”).

### **RECITALS**

WHEREAS, Seller and Purchaser entered into that certain Vacant Land Purchase Agreement effective as of June 19, 2025 (the “Purchase Agreement”), pursuant to which Purchaser agreed to purchase, and Seller agreed to sell, the land described therein; and

WHEREAS, Seller and Purchaser desire to amend the Purchase Agreement as set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchase Agreement is hereby amended as follows:

1. Definitions. Capitalized terms used, but not otherwise defined herein, shall have their respective meanings as set forth in the Purchase Agreement.
2. Extension of Inspection Period. The Inspection Period as defined in Section 5(b) of the Purchase Agreement is hereby extended from September 2, 2025 through October 24, 2025.
3. Continuing Effectiveness. Except as expressly amended by this First Amendment, the remaining terms, covenants, conditions, and provisions of the Purchase Agreement shall remain unchanged and in full force and effect, and the Purchase Agreement, as amended herein, shall constitute the full, true, and complete agreement between the parties.
4. Caption Headings. Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of this Amendment.
5. Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.
6. Severability. If any provision of this First Amendment is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This First Amendment shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Amendment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this First Amendment, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

7. Counterparts/Electronic Signatures. This First Amendment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart signature page by facsimile, electronic transmittal (PDF), DocuSign or other electronic signature means is as effective as executing and delivering this First Amendment in the presence of the other parties to this Amendment.

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this First Amendment effective as of the Effective Date.

**SELLER:**

**DUPAGE WATER COMMISSION**, organized and operating under the Water Commission Act of 1985 (70 ILCS 3720)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

**PULTE HOME COMPANY LLC**, a Michigan limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## **M E M O R A N D U M**

**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:** 9/11/2025

**Subject:** Status of Operations, Engineering and Construction

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### **Operations Overview**

The Commission's sales for August 2025 were a total of 2.59 billion gallons. This represents an average daily demand of 83.7 million gallons per day (MGD), which is lower than the August 2024 average day demand of 84.0 MGD. The maximum day demand was 99.0 MGD, which is higher than the August 2024 maximum day demand of 96.8 MGD. The minimum day flow was 73.8 MGD. Peak demand for August 2025 was 109.0 MGD recorded on August 9, 2025. Peak discharge flow rate for August 2025 was 124.02 MGD, recorded on August 9, 2025, at 12:50 PM.

The recorded total precipitation for August 2025 was 5.03 inches compared to 2.60 inches for August 2024. The level of Lake Michigan for August 2025 is 578.94 (Feet International Great Lakes Datum (IGLD) 1985) compared to 579.33 (Feet IGLD 1985) for August 2024.

### **DuPage Operations & Instrumentation Maintenance and Construction Overview**

High Lift Pump Motor (HLP) No. 3 was repaired at the motor repair shop and reinstalled. Staff continue to experience issues at motor start-ups. Repair service reports and manufacturer recommendations are under review by a qualified third party and Staff.

Annual Infrared Electrical Scanning of DuPage Pumping Station and Tank Site 1 electrical equipment was performed the week of September 15, 2025. Service report is forthcoming.

Replacement of the DuPage Pumping Station's Fire Alarm System is in process; tentative completion date is end of November 2025.

Staff continue to work with CDM Smith and Strand Associates to further evaluate the electrical issues with the medium voltage switchgear, controls and potential updating of high-lift pump motor monitoring and protective relays which are nearing the end of their useful life.

#### **City of Chicago Water Treatment Modifications**

No Change: The City of Chicago has reported as of March 31<sup>st</sup>, the transition has been completed from blended phosphate to phosphoric acid, to optimize the control of lead and copper release through household plumbing. DWC staff will continue monitoring certain water quality parameters to follow progress.

#### **Lexington Operations and Maintenance Overview**

No Change: Proposals for potential installation of vibration analysis instrumentation have been received from vendors and Quick-Response Electrical contractors and are currently under review by the Chicago Department of Water Management and may be brought forth for Board consideration at a future Commission meeting.

No Change: 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**

The Technical Advisory Team; Consor, Woolpert and Raftelis, continue their tasks including engagement with potential entities regarding easement acquisition. Bathymetry studies of Lake Michigan are complete. The Technical Advisory Team is preparing to present the Business Case Analysis during the September 18<sup>th</sup> Board of Commissioners meeting. A status report for the month of August is attached.

#### **Pipeline & Remote Facilities Maintenance Overview**

A leak on a 36" steel water main located in Villa Park is being investigated at the time of writing this report. The contractor is mobilizing to perform an exploratory excavation to located leak and determine the method of the repair. Additional details will be provided during the Engineering and Construction Committee meeting on September 18<sup>th</sup>.

Resolution R-71-25 appears on the agenda to approve and ratify Work Authorization Order No. 13.003 to Quick Response Contractor, Benchmark Construction Co., Inc. The work was necessary to repair a leaking 30-inch diameter steel water main located in the City of Wheaton.

Pipeline staff continue closely monitoring I-294 (SB) Tollway construction work in the vicinity of the Commission's 72-inch and 90-inch water mains and construction work along Butterfield Road between I-355 and Park Blvd in the vicinity of the Commission's 54-inch water main.

Pipeline and Remote Facilities staff continue to inspect Remote Facilities, perform maintenance and repairs on rectifiers and air release valves.

#### **SCADA & Information Technology Overview**

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. The DWC campus control panel replacement has been completed, including the site acceptance testing, with only punch list items remaining that need to be coordinated with remote site upgrades. Commission and Concentric staff

completed the communication configuration bench acceptance testing and are beginning to replace the backhaul radios at all remote locations. RTU replacements are expected to begin by the end of September. During the backhaul upgrade, communication configuration and testing have taken more effort and time than originally anticipated due to several factors, including but not limited to the scale of the backhaul system, the sequencing to transition and maintain the existing infrastructure and HSQ SCADA system, and the testing and configuration required to verify the new system's redundancies and configuration. The additional effort and time it took to complete the backhaul and RTU upgrade will likely push the schedule of the project further than the originally anticipated completion date of May 31, 2026. While efforts continue on the backhaul and RTU replacement, electrical improvements to remote sites are underway, completing installations at remote sites included in the first and second batches to have their RTUs replaced. In addition, the DWC campus fiber optic system upgrade, which includes the replacement of the fiber runs throughout the campus and the commissioning of new fiber optic panels, will take place in October.

The annual Customer Meter Testing Program is ongoing and is approximately 46% complete.

### **Engineering & Capital Improvement Program Overview**

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection is nearing completion. Resolution R-73-25 appears on the agenda in the form of a Task Order Amendment, which accounts for some additional effort required by the AECOM design team due to some increases to the scope of work requested by Lombard.

Cathodic Protection Improvement efforts also continue, with design work for rectifier and ribbon anode improvements on the south and outer belt transmission pipelines remaining under development. Additional geotechnical efforts will likely be required due to the unique nature of the proposed design.

### **WaterLink Communities (Montgomery/Oswego/Yorkville)**

The Phase II engineering effort remains ongoing and is approximately 90% complete. Permit submittals continue to be coordinated, with all review comments assessed and incorporated as necessary into the design drawings by the design team. Coordination with ComEd continues to move forward, with review of the proposed pipe alignment having been completed and negotiations of the license agreement ongoing.

The corrosion control treatment study, performed by the Cornwell Engineering Group, continues to move forward with positive results. This study is required by the IEPA and the findings were presented for their review and approval earlier this week.

Efforts related to easement acquisition also continue, with Ordinance O-10-25 appearing on the agenda. This item includes Phase I (authority to negotiate) approvals.

The Book Road bid package was recently advertised, with bids opened on Tuesday, July 1<sup>st</sup>. A total of three bids were received, with the apparent low bidder being a Joint Venture between D. Construction, Inc. and Benchmark Construction Co., Inc. Resolution R-66-25 appears on the agenda, which would approve a construction contract with the Joint Venture to complete the Book Road portion of the WaterLink Pipeline Project. However, with the bids being significantly over budget,

Commission staff have worked with the design team to negotiate with the Joint Venture in an effort to reduce the overall construction cost. As a result, Resolution R-67-25 also appears on the agenda, in the form of Change Order No. 01 to the Book Road project, which represents a significant reduction in the construction cost.

#### **Board Action Items**

- Resolution R-66-25:** A Resolution Awarding a Contract for the Construction of the West Transmission Main along Book Road From 75th Street to the ComEd R.O.W. (Contract TW-6/25 Section 1 (Book Road))
- Resolution R-67-25:** A Resolution Approving and Ratifying Certain Change Orders for the West Transmission Main along Book Road From 75th Street to the ComEd R.O.W. (Change Order No. 001-Contract TW-6/25 Section 1 (Book Road))
- Resolution R-71-25:** A Resolution Approving Certain Work Authorization Orders Under Quick Response Contract QR-13/25 (**WAO No. 003 to Benchmark Construction Co., Inc. – 30” Water Main Leak Repair - \$79,403.69**)
- Resolution R-73-25:** A Resolution Approving a Second Amendment to Task Order No. 18 under a Master Contract with AECOM Technical Services, Inc. (**Increase Cost Not-To-Exceed from \$122,620 to \$139,520**)

#### **Attachments**

1. DuPage Laboratory Bench Sheets for August 2025
2. Water Sales Analysis 01-May-2020 to 31-August-2025
3. WaterLink Status Report
4. Alternate Water Source Report

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 31-Aug-25  
PER DAY AVERAGE 77,822,292

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-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
Feb-25	1,882,269,000	1,935,765,374	97.24%	\$10,503,061.00	\$9,084,546.90	225,910	0.01%	97.25%	\$5.58	\$4.693
Mar-25	1,991,703,000	2,037,452,909	97.75%	\$11,113,702.74	\$9,561,766.50	307,123	0.02%	97.77%	\$5.58	\$4.693
Apr-25	2,007,784,000	2,062,448,476	97.35%	\$11,203,434.72	\$9,679,070.70	4,167,787	0.20%	97.55%	\$5.58	\$4.693
May-25	2,375,691,000	2,438,182,271	97.44%	\$13,779,007.80	\$11,442,389.40	864,737	0.04%	97.47%	\$5.80	\$4.693
Jun-25	2,581,750,000	2,650,830,953	97.39%	\$14,974,150.00	\$12,938,705.88	1,033,008	0.04%	97.43%	\$5.80	\$4.881
Jul-25	2,657,585,000	2,731,622,698	97.29%	\$15,413,993.00	\$13,333,050.39	779,447	0.03%	97.32%	\$5.80	\$4.881
Aug-25	2,585,750,000	2,649,626,669	97.59%	\$14,997,350.00	\$12,932,827.77	940,653	0.04%	97.62%	\$5.80	\$4.881
TOTALS (1)	947,564,221,798	974,722,321,434	97.21%	\$2,496,278,024.60	\$2,199,458,225.99	895,888,250	0.09%	97.31%	\$2.63	\$2.257

- (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

Aug-24	10,145,104,000	10,373,456,316	97.80%	56,609,680	48,323,652				\$5.58	\$4.658
Aug-25	10,200,776,000	10,470,262,591	97.43%	59,164,501	50,646,973				\$5.80	\$4.837
	55,672,000	96,806,275		\$2,554,820	\$2,323,322					
	0.5%	0.9%		4.5%	4.8%					
Month										
Aug-24	2,723,982,000	2,791,119,391	97.59%	15,199,820	13,098,723				\$5.58	\$4.693
Aug-25	2,585,750,000	2,649,626,669	97.59%	14,997,350	12,932,828				\$5.80	\$4.881
	(138,232,000)	(141,492,722)		(\$202,470)	(\$165,896)					
	-5.1%	-5.1%		-1.3%	-1.3%					
Aug>July										
	(71,835,000)	(81,996,029)		(416,643)	(400,223)					

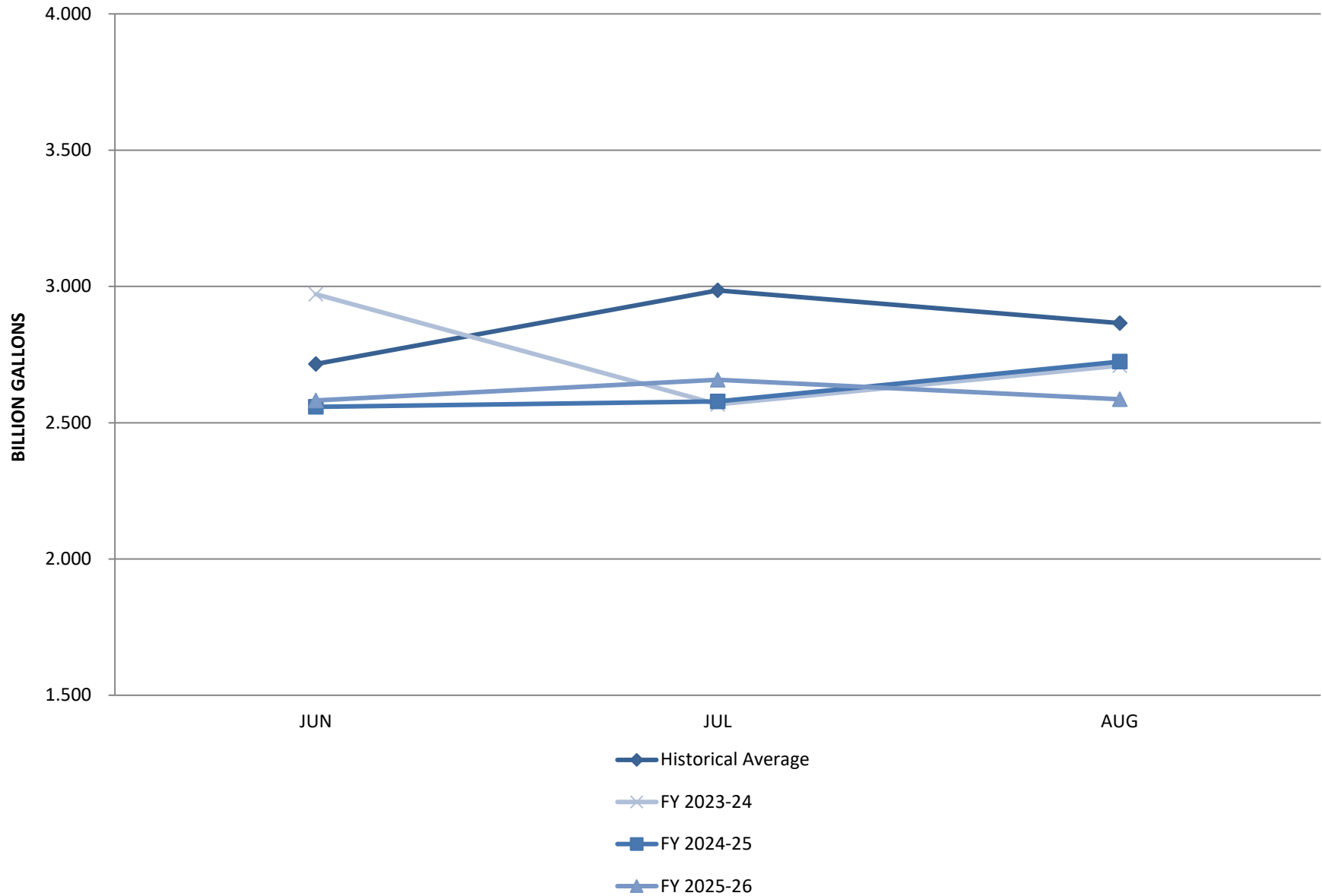


DUPAGE WATER COMMISSION  
PWS FACILITY ID# - IL435400  
MONTHLY OPERATIONS REPORT  
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS  
AUGUST 2025

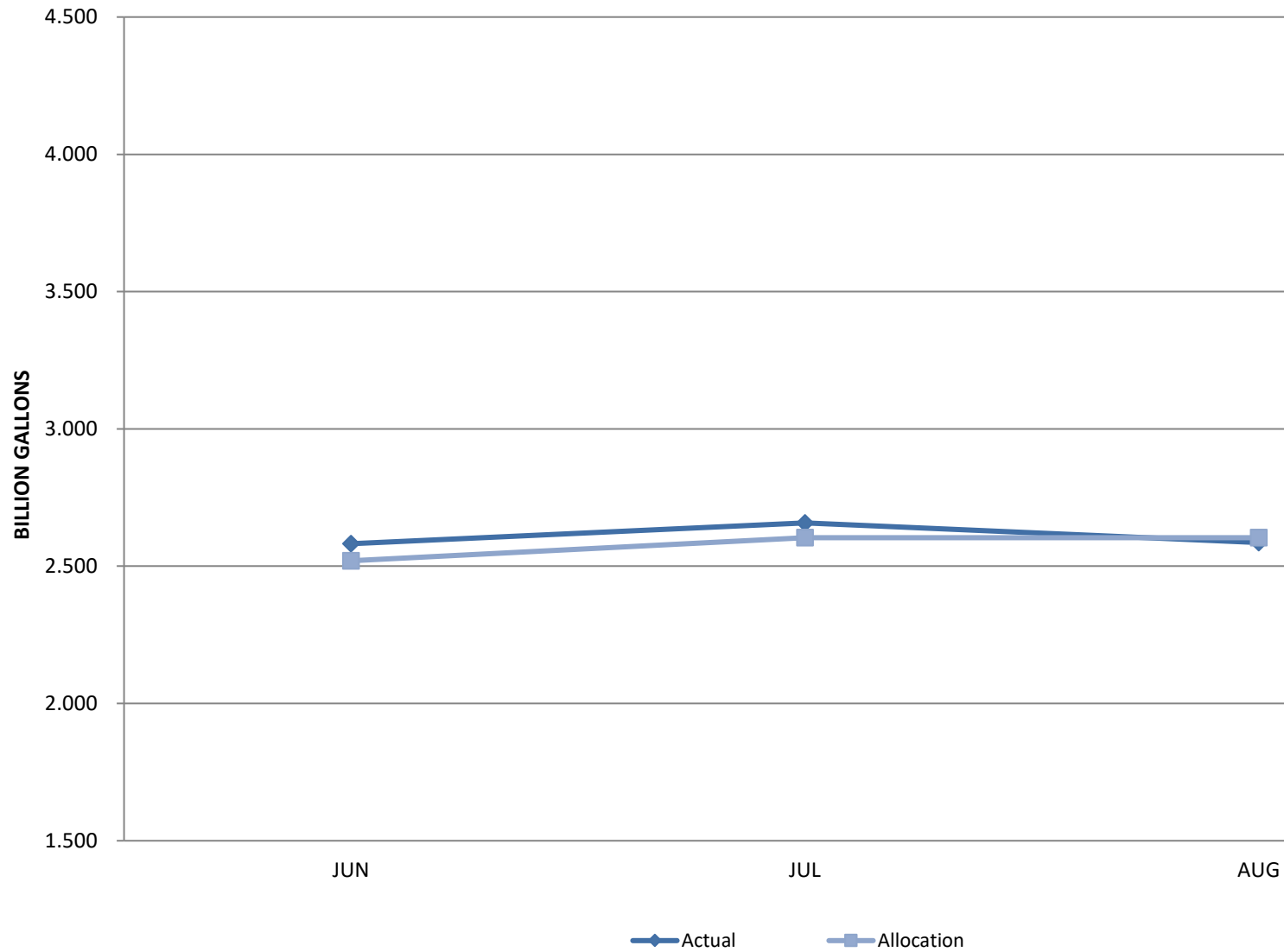
DATE	LEXINGTON P.S. SUPPLY				DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)		FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.29	0.07	2.23		1.11	0.07	68	7.2	0.6	2.32	0	KD
2	1.18	0.07	2.08		1.03	0.07	70	7.2	0.6	2.15	0	RC
3	1.25	0.05	2.16		1.09	0.06	71	7.2	0.6	2.16	0	RC
4	1.21	0.04	2.26		1.12	0.05	71	7.2	0.6	2.26	0	KD
5	1.20	0.05	2.27		1.07	0.06	71	7.1	0.5	2.32	0	KD
6	1.33	0.05	2.26		1.09	0.07	72	7.3	0.6	2.20	0	RC
7	1.22	0.06	2.22		1.16	0.07	72	7.2	0.5	2.29	0	RC
8	1.28	0.06	2.19		1.11	0.07	72	7.3	0.5	2.26	0	RC
9	1.22	0.05	2.26		1.11	0.07	73	7.2	0.5	2.29	0	KD
10	1.31	0.06	2.28		1.09	0.07	73	7.2	0.5	2.32	0	KD
11	1.14	0.05	2.20		1.11	0.06	73	7.2	0.6	2.25	0	RC
12	1.20	0.07	2.19		1.29	0.09	72	7.2	0.6	2.20	0	RC
13	1.29	0.06	2.25		1.23	0.06	72	7.2	0.6	2.25	0	KD
14	1.25	0.05	2.22		1.37	0.07	71	7.2	0.6	2.28	0	KD
15	1.23	0.05	2.24		1.28	0.05	71	7.2	0.6	2.27	0	KD
16	1.30	0.06	2.21		1.44	0.07	68	7.2	0.6	2.22	0	RC
17	1.37	0.06	2.21		1.21	0.06	68	7.3	0.5	2.22	0	RC
18	1.34	0.05	2.23		1.45	0.06	66	7.3	0.6	2.21	0	RC
19	1.34	0.06	2.19		1.36	0.06	66	7.2	0.6	2.30	0	KD
20	1.36	0.05	2.18		1.35	0.06	66	7.2	0.6	2.16	0	RC
21	1.39	0.05	2.18		1.38	0.06	66	7.2	0.6	2.19	0	RC
22	1.22	0.05	2.16		1.26	0.13	67	7.3	0.6	2.22	0	RC
23	1.20	0.05	2.21		1.28	0.09	66	7.2	0.6	2.19	0	AM
24	1.29	0.06	2.33		1.31	0.07	66	7.2	0.6	2.20	0	AM
25	1.30	0.05	2.18		1.33	0.06	71	7.2	0.6	2.17	0	RC
26	1.31	0.05	2.19		1.36	0.06	71	7.3	0.5	2.16	0	RC
27	1.23	0.05	2.07		1.25	0.06	67	7.2	0.7	2.20	0	AM
28	1.19	0.06	2.18		1.20	0.06	67	7.2	0.6	2.28	0	AM
29	1.27	0.05	2.23		1.26	0.06	68	7.2	0.6	2.17	0	AM
30	1.18	0.05	2.26		1.30	0.06	67	7.2	0.6	2.20	0	JS
31	1.31	0.06	2.28		1.33	0.07	69	7.2	0.6	2.22	0	JS
AVG.	1.26	0.05	2.21		1.24	0.07	69	7.2	0.6	2.23	0	
MAX.	1.39	0.07	2.33		1.45	0.13	73	7.3	0.7	2.32	0	
MIN.	1.14	0.04	2.07		1.03	0.05	66	7.1	0.5	2.15	0	

*Mike Weed* 9/5/25 Date  
Mike Weed, Operations Supervisor  
Illinois ROINC # 186860234

## DU PAGE WATER COMMISSION SALES FY 2025-26, 2024-25 & 2023-24 VS. HISTORICAL AVERAGE



## DU PAGE WATER COMMISSION SALES FY 2025-26 VS. ALLOCATION





## MONTHLY STATUS REPORT

**LAN PROJECT #:** 128-10031-001

**PROJECT:** DuPage Water Commission WaterLink Extension Phase II

**REPORT DATE:** September 8, 2025

**MEETING DATE:** September 18, 2025

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### **I. Progress through September 8, 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 completed at proposed chlorination building / future pump station site is complete.
2. Boundary and topographic survey completed at proposed chlorination building site.
3. Additional topographic survey was completed along IL Route 34 and Kendall Point Drive to collect Oswego utility field-locates for requested realignment.
4. Final cadastral surveying work complete.
5. Existing structure rim/invert data collection complete.
  - a) Total of approximately 1,097 structures located with rim/inverts surveyed.
  - b) Rim/invert data collection for 38 additional structures for Fox River re-route to be completed in August/September.
  - c) Awaiting JULIE utility atlases and water/sewer utility atlases from IAWC.
6. Processing of collected Aerial LIDAR data is complete. Additional LIDAR processing for Fox River area and Polo Crossing re-routes 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.
    - 1) Additional processing along Wolf's Crossing Rd and Douglas Rd complete.
    - 2) Additional topo processing west of Ogden Falls Blvd. due to ComEd alignment changes complete.
    - 3) Supplemental topo to be conducted along west edge of Polo Crossings development in Oswego for 36-inch re-route south of Wolf's Crossing. Crops prevented traditional topo – processed more aerial IDAR instead.





## MONTHLY STATUS REPORT

### 7. Subsurface Utility Locates

- a) SUE field activities completed.
- b) Scope of additional SUE for Fox River re-route TBD upon receiving processed LIDAR data and utility info from IAWC.

### 8. Utility Potholing Locates

- a) Additional potholes completed on Naperville electrical duct bank along 75<sup>th</sup> Street for TW-6 S1.
- b) Over 440 potholes completed along ComEd corridors 100% complete.
- c) Scope of additional potholing for Fox River re-route TBD upon receiving processed LIDAR data and utility info from IAWC.

### 9. Geotechnical

- a) Total of 193 borings (95%) completed to date in Phase 2 through July, Draft geotechnical report was received end of July.
- b) Additional 15 borings at Kendall Point realignment, Montgomery #1, US30/34, Fox River re-route are pending.
- c) Additional geotechnical borings for Fox River re-route pending final alignment.

### 10. Cathodic Protection

- a) Soil resistivity testing along project routes complete for cathodic protection design.
- b) Final field data report provided for TW-6 S1.
- c) Draft reports for TW-6 S2 & S3 complete.
- d) AC Mitigation modeling report(s) for ComEd corridor in progress.
- e) 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.
  - a) Comments received from ComEd. Regular weekly meetings to discuss and re-confirm the alignment are underway.





## MONTHLY STATUS REPORT

2. Draft license agreement sent to DWC for review.
  - a) Negotiations ongoing between DWC and ComEd Real Estate group on license agreement terms.
3. KMZ of alignment and license areas sent to ComEd on 8/7 for real estate process.
4. Final pipeline alignment has received ComEd approval.
  - a) Final drawing submittal in progress to close out ComEd technical review.

### D. Land Acquisition

1. 227 of 232 Titles Received
2. 160 total parcels for easement preparation
3. Easement legal descriptions & exhibits
  - a) 130 total prepared to date (81%)
  - b) 60 Appraisal Packages and 40 property negotiations underway.
  - c) School District 308 easement approvals complete after final action July 28.

### E. Contract TW-6 Section 1 (Book Rd) in progress.

1. Project advertised for bid on 5/23/35.
2. Pre-bid meeting held on 6/3/25.
3. Bids received on 7/1/25.
4. IEPA construction permit received 2/28/2025.
  - a) Subsequent sampling plan approved to amend the requirement for sampling every 1,200 feet.
  - b) No supplemental permit application is required due to value engineering changes during negotiations. Current construction permit is sufficient.
5. Permit applications with USACE, IDNR, DuPage County Stormwater, City of Naperville, and Naperville Township submitted.
  - a) Comments received from City of Naperville. Comment responses and revised drawings were prepared, including ROV electrical. Revisions resubmitted to the City.
    - 1) Permit resubmittal to Naperville occurred 9/8/25.
  - b) Plans resubmitted to DuPage County DOT on 5/23/25.
  - c) Permits received from USACE, Will County Stormwater, and two Soil & Water Conservation Districts.
  - d) Authorization on bid set design received from DuPage Stormwater. Discussion regarding design changes occurred 8/27/25.





## MONTHLY STATUS REPORT

- 1) DuPage Stormwater agreed that design changes are not significant. Revised drawings will be resubmitted to DuPage Stormwater and a permit amendment will be issued after review.
  6. Value engineering redesign to remove/shorten tunnels and remove 48-inch valves on existing pipe has concluded.
- F. Contract TW-6 Section 2 & 3 in progress.
1. Additional section breaks for Sections 2A, 2B, 2C, 3A, 3B, and 3C have been confirmed.
  2. Water transmission main plan and profile design ongoing.
    - a) Revisions in progress to address new ComEd comments.
    - b) Revisions in progress near US 30 crossing.
  3. DWC review comments received and revisions are in progress.
    - a) Revisions complete for Sections 2A and 2B.
  4. 100% Submittal drawings for TW-6 Sections 2A & 2B submitted for DWC review on 9/5/25.
    - a) Project scheduled to advertise for bids on 9/26/25.
  5. Trenchless crossings have been re-evaluated and value engineered similar to the design revisions in progress for TW-6 Section 1.
  6. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
    - a) Wetlands reports subsequently submitted to ComEd environmental reviewer.
      - 1) Reviews completed by Capacity Planning, Vegetation, and Economic Development w/ no comments.
      - 2) Review comments from Transmission group have been addressed. Drawings addressing additional comments provided on 8/7/25.
      - 3) Revised plan and profile drawings for ComEd final engineering and environmental review are being prepared.
  7. TW-6 Section 3 alignment revisions in progress at Route 34 and Kendall Point Drive.
    - a) Oswego notified design team and DWC of high profile proposed development along pipeline and requested alignment change.
    - b) Oswego field-located existing village utilities in area of alignment change for design team to survey and evaluate route options.
    - c) Design underway. Final design pending geotechnical investigation.





## MONTHLY STATUS REPORT

8. Fox River realignment (Section 3C) design is in progress.
  - a) Final alignment pending completion of field work, utility data collection, and geotechnical work.
    - 1) Additional wetlands delineation and environmental surveys are required, including updates to various environmental reports.
9. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.
  - a) IDOT District 1 plan review applications have been submitted and IDOT has responded without comment.
    - 1) Contractor will need to submit bonds in accordance with IDOT response letter.
  - b) TW-6 Section 2 City of Naperville plan review submitted and comments received from the City. Work is ongoing to address the City of Naperville comments.
    - 1) Resubmittal to Naperville for Sections 2A and 2B has been made.
  - c) Plan review submittals made to four gas pipeline companies (west of 95<sup>th</sup> & Wolf's Crossing).
    - 1) Received confirmation of receipt, comments, and/or questions from all four.
  - d) Permit submittal to CN Railroad has been submitted and received.
    - 1) CN license agreement approved and received.
  - e) Permit application to BNSF Railroad has been submitted.
    - 1) BNSF Railroad returned comments and resubmittal has been made on 6/2/25.
  - f) Permit application to OmniTrax/Illinois Railway has been submitted.
    - 1) OmniTrax returned comments on 6/23/25 requesting additional documents. Ongoing coordination to provide Certificate of Insurance from DWC. Draft license agreement received for review.
  - g) Construction permit received from IEPA.
    - 1) A supplemental IEPA construction permit application will be submitted to reflect the ComEd changes. IEPA noted that this review time would be approximately 10 days.
  - h) US Fish and Wildlife have given us a tree clearing restriction from April 1 – September 30. Requirements will be added to the plans/specs. Exceptions can be requested on a case by case basis. USFWS will likely require a survey of trees to be removed by exception to ensure no bats are living in the tree. Likelihood of exception being granted increases further from Fox River.







## MONTHLY STATUS REPORT

### G. Contract FW-1 Section 1 & 2 in progress.

1. 90% Submittal Drawings submitted to DWC 12/13/24.
2. Water transmission main plan and profile design 98% complete and have gone through internal QAQC.
  - a) Easement through Polo Crossings development.
    - 1) Met with developer & Oswego Aug 6 – appears that easement donation along west property line will work for 36-inch water main there.
    - 2) Awaiting final CAD drawings from Developer to complete pipeline design through the development.
  - b) Collins Rd alignment west of Oswego #2.
    - 1) Resubmitted to Kendall County on 5/19/25 and alignment approval received on 6/18/25 from Fran Klass.

### 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. IDOT District 3 comments received in June.
  - a) The most pressing comment is the direction that work cannot proceed until the Route 71 widening project is complete in Spring 2027. Further discussion with IDOT needed.
  - b) Meeting occurred Monday 8/11/25 with IDOT District 3 to discuss comments.

### I. Contract FW-1 Section 4 in progress.

1. Water transmission main plan and profile design ongoing.
2. 90% Submittal Drawings submitted to DWC 12/13/24.
3. IEPA and Kendall County permit submittals in progress.
4. Permit submittal made to BNSF Railroad on 4/9/25.
  - a) Resubmittal to address comments made on 6/2/25.
  - b) DWC reviewing draft license agreement.





## MONTHLY STATUS REPORT

### J. Contract MS-22 Meter Stations in progress.

1. Design ongoing.
2. 90% Submittal drawings submitted to DWC 4/18/25.
  - a) Addressing 90% comments from DWC and Burns & McDonnell.
3. Site plan updates ongoing to account for revised WaterLink site layouts.
4. Montgomery requested the building permit applications for meter stations be prioritized.
5. Oswego requested coordination on any updates to incorporate into their design documents.
6. Various options for short-term replacement of chemical feed building under discussion.
7. New relocated/updated site plan for chemical feed building underway based on newly identified site.

## 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).

### B. ComEd revisions based on unexpected new comments.

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

### C. Fox River Crossing alternate route.

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

### D. Permit Fees

1. Fee: Pending (fees being tracked and submitted w/ invoices).

## III. Financials

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

#### 1. Fee Expended through August 31, 2025:

##### a) Total: \$17,911,586 (89.8%)

- 1) Basic Services: \$11,846,002 (59.4%)
- 2) Additional Services: \$6,065,584 (30.4%)





## MONTHLY STATUS REPORT

### **IV. Completed Workshops, Meetings and Visits (August – September)**

- A. ComEd Comment Review and Technical Discussion Meetings – Various
- B. IDOT District 3 meeting – August 11, 2025
- C. TW-6/25 Section 1 Negotiation Meeting Benchmark – August 11, 2025
- D. Bid Packages Meeting - August 18, 2025
- E. WaterLink Workshop – August 21, 2025
- F. Aurora Coordination Meeting – August 26, 2025
- G. DuPage Stormwater Addendum Discussion – August 27, 2025
- H. Bid Packaging Follow-Up Meeting – August 28, 2025
- I. Pump Station Review Meeting – September 3, 2025
- J. WaterLink Workshop – September 8, 2025

### **V. Upcoming Tasks & Meetings**

- A. Finalize ComEd alignment modifications, including alternate river crossing route.
- B. Monthly Progress Meeting – September 18, 2025
- C. TW-6/25 Section 2A+2B Advertise for Bid – September 26, 2025
- D. TW-6/25 Section 2A+2B Pre-Bid Meeting – October 14, 2025
- E. Weekly Check-In Meetings – Various
- F. Schedule Coordination with Burns & McDonnell – Various
- G. ComEd Coordination Meetings – As Needed
- H. Phase II geotechnical field work – As Needed
- I. Permit submittals to various review agencies.



DuPage Water Commission WaterLink Extension Phase II Design Schedule																									
ID	Task Name	Duration	Start	Finish	2025													2026							
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul						
					27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14
1	DWC WATERLINK PHASE II DESIGN	557 days	Mon 6/3/24	Fri 12/12/25																					
29	BIDDING PHASE	278 days	Fri 5/23/25	Wed 2/25/26																					
30	TW-6/25 Section 1 (Book Rd)   Advertise-Bid Open	39 days	Fri 5/23/25	Tue 7/1/25	5/23																				
31	TW-6/25 Section 2A & 2B   Advertise-Bid Open	35 days	Fri 9/26/25	Fri 10/31/25					9/26																
32	TW-6/25 Section 2C, 3A, 3B   Advertise-Bid Open	42 days	Fri 11/7/25	Fri 12/19/25							11/7														
33	FW-1/25 Section 1 & 2   Advertise-Bid Open	47 days	Fri 11/21/25	Wed 1/7/26							11/21														
34	MS 22/25   Advertise-Bid Open	47 days	Fri 12/5/25	Wed 1/21/26								12/5													
35	TW-6/25 Section 3C   Advertise-Bid Open	47 days	Fri 12/12/25	Wed 1/28/26								12/12													
36	FW-1/25 Section 3   Advertise-Bid Open	40 days	Fri 1/9/26	Wed 2/18/26									1/9												
37	FW-1/25 Section 4   Advertise-Bid Open	40 days	Fri 1/16/26	Wed 2/25/26										1/16											
38	CONSTRUCTION PHASE	909 days	Thu 8/21/25	Wed 2/16/28																					
39	TW-6/25 Section 1 (Book Rd)   Construction	470 days	Thu 9/18/25	Thu 12/31/26					9/18																
40	TW-6/25 Section 2A & 2B   Construction	729 days	Thu 11/20/25	Fri 11/19/27							11/20														
41	TW-6/25 Section 2C, 3A, 3B   Construction	729 days	Thu 1/15/26	Fri 1/14/28									1/15												
42	FW-1/25 Section 1 & 2   Construction	729 days	Thu 2/19/26	Fri 2/18/28										2/19											
43	MS 22/25   Construction	729 days	Thu 2/19/26	Fri 2/18/28										2/19											
44	TW-6/25 Section 3C   Construction	729 days	Thu 2/19/26	Fri 2/18/28										2/19											
45	FW-1/25 Section 3   Construction	690 days	Thu 3/19/26	Mon 2/7/28											3/19										
46	FW-1/25 Section 4   Construction	690 days	Thu 3/19/26	Mon 2/7/28											3/19										
47	COMMISSIONING	90 days	Mon 4/3/28	Sun 7/2/28																					
48	Commissioning WaterLink System	90 days	Mon 4/3/28	Sun 7/2/28																					

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

	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	Activity through February 28, 2025	Activity through March 31, 2025	Activity through April 30, 2025	Activity through May 31, 2025	Activity through June 30, 2025	Activity through July 31, 2025	Activity through August 31, 2025	Planned	Planned	Planned	Planned	Planned	Planned
Description	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	November 2025	December 2025	January 2026	February 2026	March 2026
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,525	\$ 994,029	\$ 993,016	\$ 999,176	\$ 1,117,315	\$ 1,116,854	\$ 745,163	\$ 499,762	\$ 498,028	\$ 378,063	\$ 258,692	\$ 254,130	\$ 248,300	\$ 248,197	\$ 258,397	\$ 258,397	\$ 133,205	\$ 8,013	\$ 8,013	\$ 8,013
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 64,786	\$ 149,871	\$ 438,311	\$ 350,417	\$ 283,233	\$ 83,116	\$ 205,871	\$ 183,722	\$ 253,965	\$ 236,036	\$ 198,526	\$ 203,231	\$ 318,942	\$ 318,942	\$ 318,942	\$ 318,942	\$ 47,692	\$ 47,692
MONTHLY SUBTOTAL	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 1,572,842	\$ 1,589,025	\$ 1,057,802	\$ 1,149,047	\$ 1,555,626	\$ 1,467,271	\$ 1,028,396	\$ 582,878	\$ 703,899	\$ 561,785	\$ 512,657	\$ 490,166	\$ 446,826	\$ 451,428	\$ 577,339	\$ 577,339	\$ 452,147	\$ 326,955	\$ 55,705	\$ 55,705
SUBTOTAL	\$6,314,947				\$5,351,501				\$8,290,495														
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000				\$6,660,942														
TOTAL PHASE II CONTRACT																	\$ 19,956,942						



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## Progress Report

**Date:** Sept 3, 2025  
**Project:** Lake Michigan Water Supply Initiative  
**To:** Paul May, General Manager, DuPage Water Commission  
Ramesh Kanapareddy, Executive Director, NSMJAWA  
**From:** Pete Mulvaney, Consor  
**Reviewed By:** Guy Carpenter, Woolpert  
**Re:** July progress

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## Scope of Work

DuPage Water Commission and the Northwest Suburban Municipal Joint Action Water Authority have directed their technical advisors to complete a comprehensive plan for execution of the Lake Michigan Water Supply Initiative, inclusive of:

1. Business Case Analysis
2. Communications Plan
3. Risks Assessment tools
4. Governance examples
5. Project Delivery approach
6. Program Management approach

In addition, the advisory team will further refine the project boundaries.

## Progress

Progress in August consists of:

- Weekly status meetings with DWC General Manager and NSMJAWA Executive Director
  - Prepared ppt for August DWC Board Meeting (not presented)
  - Prepared and presented overview and progress ppt to NSMJAWA board of directors
  - Prepared ppt for September DWC Board Meeting
  - Business Case Tool updates
  - Initial BCA runs and results
  - Completed initial stakeholder interview and summary report (available through ED Paul May)
  - Communications Final draft:
    - Five things to know
-



- Fact sheet
  - Frequently Asked Questions
- Drafted case studies of large program governance models
- Prepared and populated risk register with impact, likelihood, and mitigation strategies
- Developed draft scope of work for Program Manager
- Completed project delivery technical memorandum recommending collaborative delivery
- Seaworks completion of field work to collect marine survey data of intake location
- Scoping easement and ROW database development

## Forecast

In September, tasks associated with the Comprehensive Plan will include:

- Advance and present the Business Case Analysis (BCA)
  - Provide results of analysis for select scenarios
  - Update BCA for additional scenarios as needed
- Communications Framework
  - Prepare for additional opinion research
  - Conduct additional interviews as directed
  - Release communications materials as directed
- Risk and Delivery Approach
  - Limited activity until after direction from September Board and EC meetings
- Governance
  - Limited activity until after direction from September Board and EC meetings
- Draft findings from Seaworks marine survey



**Resolution #:** R-66-25

**Account:** 01-80-852010

**Approvals:** *Author / Manager / Finance / Admin*

**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 8/14/2025

**Description:** **Award of a Contract for the Construction of the West Transmission Main along Book Road From 75<sup>th</sup> Street to the ComEd R.O.W. (Contract TW-6/25 Section 1 (Book Road))**

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

WaterLink design efforts continue to progress with the goal of advertising for bid each of the five pipeline construction packages along with another for the construction of the meter stations by the end of the 2025 calendar year.

The design for the first such construction package, TW-6/25 Section 1 (Book Road), was completed earlier this summer and consists of approximately three miles of 54" pipeline along Book Road in Naperville, from a connection to the existing Commission distribution network at 75<sup>th</sup> Street to a point just south of 95<sup>th</sup> Street near Frontier Park. The project was advertised for bid on May 23<sup>rd</sup>, with the corresponding bid opening held on July 1<sup>st</sup>. A total of three bids were received with the Joint Venture of Benchmark Construction Co., Inc. and D. Construction, Inc. (Joint Venture) identified as the apparent low bidder. The summary of the bid results can be seen in the table below:

BID ALTERNATES	D. Construction, Inc. & Benchmark Construction Co, Inc.	NPL Construction Co.	Precision Pipeline, LLC.
Alternate A (54-inch Steel) Total Bid Price:	\$69,149,230.00	\$82,439,906.00	\$254,371,642.14
Alternate B (54-inch PCCP) Total Bid Price:	\$67,148,000.00	*	*
Alternate C (48-inch Steel) Total Bid Price:	\$68,856,910.00	\$81,697,906.00	\$249,102,700.14
Alternate D (48-inch PCCP) Total Bid Price:	\$66,258,510.00	*	*

Based on the results of the bid opening, installation of 54-inch PCCP has been identified as the desirable alternative. Unfortunately, the bids submitted were all in excess of the project estimate, due in large part to the cost of the trenchless portions of the work (tunnels were designed at three creek crossings as well as four intersections). Because of this budget overage, Commission Staff and the design team of LAN/Stanley/Robinson have conducted negotiations with the apparent low bidder to



re-design portions of the work in order to convert trenchless installation locations to open-cut installations (where feasible) and to minimize the depth of any trenchless installation locations that could *not* be converted. Because these potential changes impact the maintenance of traffic at the aforementioned intersections, additional coordination with City of Naperville Staff was also conducted to ensure that they are in support of the proposed changes.

As a result of the post-bid negotiations and coordination with the City of Naperville, Change Order No. 01 has been developed and is brought forward for Board approval under Resolution R-67-25 (submitted under separate cover) which will propose to significantly reduce the contract scope and associated cost. However, prior to approving Change Order No. 01, an initial contract with the Joint Venture must first be approved by the Board. Resolution R-66-25 would approve a contract with the Joint Venture for the construction of the TW-6/25 Section 1 (Book Road) Project in the amount of \$67,148,000.00.

The Commission has worked with Benchmark Construction on a significant number of projects over the years and the two parties maintain a positive working relationship. Though the Commission has not previously worked with D. Construction, they *have* previously worked with the WaterLink Communities who have provided positive feedback.

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**Recommended Motion:**

To adopt Resolution R-66-25.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-66-25**

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A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF  
THE TW-6/25 SECTION 1 (BOOK ROAD) CONTRACT

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

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

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

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

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

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of the Joint Venture of Benchmark Construction Co., Inc. and D. Construction, Inc. (Joint Venture) was the most favorable to the interests of the Commission; and

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

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

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby approves the Contract for the Construction of the TW-6/25 Section 1 (Book Road) Project in the amount of \$67,148,000.00, attached hereto as Exhibit A, conditioned upon the receipt of all contractually required documentation, and authorizes the Chairman to execute the agreement on behalf of the DuPage Water Commission and to take whatever steps necessary to effectuate the terms of said agreement.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2025/R-66-25.docx

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## EXHIBIT A

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# DuPage Water Commission

Contract for the Construction of:

West Transmission Main Along Book Road

From 75<sup>th</sup> Street to ComEd R.O.W.

Contract TW-6/25 Section 1 (Book Road)



## VOLUME I

## CONTRACT DOCUMENTS

**DuPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**CONTRACT TW-6/25 SECTION 1 (BOOK ROAD)**

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

**CONTRACT AGREEMENT BETWEEN  
DuPAGE WATER COMMISSION  
AND  
D. CONSTRUCTION, INC. &  
BENCHMARK CONSTRUCTION CO., INC.  
FOR THE CONSTRUCTION OF  
CONTRACT TW-6/25 SECTION 1 (BOOK ROAD)**



**CONTRACT AGREEMENT BETWEEN**  
**DUPAGE WATER COMMISSION**  
**AND**  
**D. CONSTRUCTION, INC. &**  
**BENCHMARK CONSTRUCTION CO., INC.**  
**FOR THE CONSTRUCTION OF**  
**CONTRACT TW-6/25 SECTION 1 (BOOK ROAD)**  
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**CONTRACT AGREEMENT BETWEEN**

**DUPAGE WATER COMMISSION**

**AND**

**D. CONSTRUCTION INC. & BENCHMARK CONSTRUCTION CO., INC.**

**FOR THE CONSTRUCTION OF**

**CONTRACT TW-6/25 SECTION 1 (BOOK ROAD)**

THIS CONTRACT AGREEMENT, made as of this 21st day of August, 2025, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and D. Construction Inc. and Benchmark Construction Co., Inc., a Joint Venture,

**WITNESSETH:**

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

**ARTICLE I**  
**THE WORK**

**1.1 Performance of the Work**

Contractor shall, at its sole cost and expense:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete at the Work Site and in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the *Contract TW-6/25 Section 1 (Book Road)* improvements together with related attachments, equipment, and appurtenances thereto.

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

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

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

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

## CONTRACT AGREEMENT

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

### 1.2 Contract Documents

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

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

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

### 1.3 Interpretation of Contract Documents

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

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

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

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

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

## CONTRACT AGREEMENT

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

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

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

e. Work Site. From the intersection of Book Road and 75<sup>th</sup> St. in the City of Naperville, Book Road south in Unincorporated Naperville Township and Unincorporated Wheatland Township and the City of Naperville south of 95<sup>th</sup> Street to the southern limits of the Work as described in the Contract Documents.

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

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

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

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

3. Priority of Contract Provisions. In the event of a discrepancy, error, omission, ambiguity, or conflict in the application or interpretation of any of the provisions of this Contract, the terms of this Contract Agreement and of the General Conditions of Contract shall govern over the terms and provisions of all other Contract Documents.

4. Engineer's Interpretation. Subject to Paragraphs 1.3B1, B2, and B3 above, Engineer shall determine which provision or provisions of this Contract

## **CONTRACT AGREEMENT**

Agreement and the Contract Documents best promotes or promote the overall objectives, and best fulfill the intents and purposes, of this Contract, and such provision or provisions shall govern. Such determination of Engineer shall be final.

C. Contractor's Duty to Report Discrepancies. Contractor shall carefully review this Contract Agreement and each of the Contract Documents before performing the Work, and each part thereof, and shall promptly call to the attention of Engineer any discrepancy, error, omission, ambiguity, or conflict that may exist among any of the component parts of this Contract or among any of the provisions of any one of such component parts before proceeding with any part of the Work affected by such discrepancy, error, omission, ambiguity, or conflict. Contractor shall be responsible for all corrective Work required resulting from Contractor's failure to give such notice and shall bear all damages and costs associated therewith, arising therefrom, or resulting from such matters first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to, increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization. Information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations shown or indicated on the Contract Drawings, provided by Owner or Engineer, or otherwise made available to Contractor is not part of this Contract and, therefore, any discrepancy, error, omission, ambiguity, or conflict in such site information or data does not constitute a discrepancy, error, omission, ambiguity, or conflict in this Contract.

## **ARTICLE II** **CONTRACT TIME**

### **2.1 Commencement Date**

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

### **2.2 Completion Date**

Contractor shall diligently and continuously prosecute the Work from the Commencement Date at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with, and as required by or pursuant to, this Contract. The Work shall be completed in full compliance with this Contract, not later than December 31, 2026.

## CONTRACT AGREEMENT

### 2.3 Time of the Essence

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

## ARTICLE III CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

### 3.1 Warranties and Representations

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

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

B. Investigation of Work Site. Contractor has had a sufficient opportunity to conduct a thorough inspection and investigation of the Work Site and the surrounding area and has completed such inspection and investigation to its satisfaction. Contractor has included in the Contract Price allowances and contingency amounts for difficulties or obstructions that may arise or be encountered in the performance of the Work, including without limitation adverse weather conditions, equipment breakdowns, subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors, and Contractor hereby waives all claims for, and hereafter shall have no claim for, payment or compensation in excess of the Contract Price based upon

## CONTRACT AGREEMENT

such difficulties or obstructions, or conditions at the Work Site or in the surrounding area except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract. Contractor is responsible for dealing with conditions found at, and in the vicinity of, the Work Site, including subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, changed conditions due to work by other contractors, and similar site conditions without any equitable adjustment in the Contract Price except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract.

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

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

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

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

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

H. Acceptance of Allocation of Risks and Changes. Contractor acknowledges and agrees that risks are inherent in the Work of this Contract and changes are to be expected. Contractor acknowledges that this Contract contains specific allocations of responsibility for such risks and changes. Contractor acknowledges, agrees to, and accepts such risks and changes that are allocated to it and that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time.



## CONTRACT AGREEMENT

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

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

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

L. Taxes and Benefits. Contractor has excluded from the Contract Price all state and local sales, use, and excise taxes. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and its Subcontractors' employees.

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

### **3.2 Affirmation of Other Warranties and Representations**

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

## CONTRACT AGREEMENT

### ARTICLE IV FINANCIAL ASSURANCES

#### 4.1 Bonds

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

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

#### 4.2 Insurance

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

## CONTRACT AGREEMENT

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

### 4.3 Indemnification

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

1. Any delays or interference or damage to other contractors; and
2. Labor, equipment, materials, or supplies furnished under this Contract, including all liens or notices of liens on account thereof or Contractor's failure to remove or discharge same; and
3. Contractor's failure to obtain any required permits, licenses, approvals, or authorizations; and
4. Bodily injury, sickness, disease, or death sustained by any Person or Persons or injury or damage to, or loss or destruction of, any property; and
5. Any act or omission of Contractor or any of its Subcontractors or Suppliers, including but not limited to any failure to fulfill the terms of, or comply with, any Laws or to pay any taxes, contributions, or premiums; and

## **CONTRACT AGREEMENT**

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

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

### **4.4 Penalties**

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

## **ARTICLE V CONTRACT PRICE AND PAYMENT**

### **5.1 Contract Price**

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

### **5.2 Acceptance as Full Payment and Satisfaction**

Contractor shall accept the Contract Price in full satisfaction and payment for well and faithfully providing, performing, and completing within the Contract Time all the Work in compliance with, and as required by or pursuant to, this Contract, including such risks and changes in the Work that Contractor is responsible for dealing with under this Contract without any equitable adjustment in the Contract Price or Contract Time. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner and Engineer of and from any and all lawsuits, claims, demands,

## **CONTRACT AGREEMENT**

damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner or Engineer arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to the Special Conditions of Contract.

### **5.3 Method of Payment**

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

## **ARTICLE VI LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **6.1 Binding Effect**

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

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

### **6.2 Relationship of the Parties**

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

### **6.3 Assignment**

## CONTRACT AGREEMENT

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

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

### **6.4 Confidential Information**

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

Contractor shall identify any information supplied by it in providing, performing and completing the Work that is considered by it to be confidential or proprietary. Owner and Engineer shall not disclose any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner or Engineer prior to its submission by Contractor, or such information was properly obtained or developed independently by Owner or Engineer, or Contractor consents to such disclosure. Notwithstanding the foregoing, Contractor acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

## CONTRACT AGREEMENT

### 6.5 Publicity

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

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

1. Use the likeness and/or voice of such personnel in photographs, time-lapse photography, film, video, digital recordings, and other media in any magazine, trade paper, newspaper, or other medium, whether now known or hereafter existing, including newsletters, brochures, viewbooks, movies, tapes, diskettes, promotional items, and websites, without prior approval or inspection, without payment, compensation, or any other consideration, including royalties, and without liability; and
2. Use, edit, alter, copy, exhibit, publish, broadcast, distribute, and otherwise reproduce, modify, and display such likenesses and/or voices, in whole or in part, for purposes of publicizing Owner's activities and for any other lawful purpose in any manner, media, and medium.

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

### 6.6 No Waivers

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner or Engineer, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner or Engineer shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise

## CONTRACT AGREEMENT

diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

### **6.7 No Third Party Beneficiaries**

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

### **6.8 Notices**

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

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

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

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

D. Construction Inc. & Benchmark Construction Co., Inc., a Joint Venture  
1488 S. Broadway  
Coal City, IL 60416  
(with copies of all correspondence to 2260 Southwind Blvd, Bartlett IL, 60103)  
Attention: Kenneth Sandeno & Mark Atkins Jr.

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

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all



## CONTRACT AGREEMENT

future notices to it, but no notice of a change of address shall be effective until actually received.

### **6.9 Governing Laws; Venue; Attorney's Fees**

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

### **6.10 Changes in Laws**

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

### **6.11 Compliance with Laws and Grants**

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

## CONTRACT AGREEMENT

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

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

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

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

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

E. Provisions Deemed Inserted. Each and every provision required by Law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though all such provisions were set out in full in this Contract. If through mistake or otherwise any such provision is not set out in this

## CONTRACT AGREEMENT

Contract, or is not correctly set out in this Contract, then upon the application of either Owner or Contractor, this Contract shall forthwith be physically amended to correctly set out such provision.

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

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

### **6.12 Compliance with Patents**

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

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

### **6.13 Severability**

## CONTRACT AGREEMENT

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

### **6.14 Entire Agreement**

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

### **6.15 Amendments**

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

### **6.16 Counterparts**

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

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

Attest/Witness:

**DUPAGE WATER COMMISSION**

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

By: \_\_\_\_\_  
Paul D. May, P.E.

Title: \_\_\_\_\_

Title: General Manager

**CONTRACT AGREEMENT**

Attest/Witness:

**D. Construction Inc. & Benchmark  
Construction Co., Inc.**

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

By: \_\_\_\_\_  
Mark Atkins Jr.  
Benchmark Construction Co., Inc.

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness:

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

By: \_\_\_\_\_  
Kenneth Sandeno  
D. Construction, Inc.

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF ILLINOIS        )  
                                      )  
COUNTY OF \_\_\_\_\_)       SS

CONTRACTOR'S CERTIFICATION

Mark Atkins Jr. and Kenneth Sandeno, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

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

DATED this \_        day of                        20\_\_\_\_.

Attest/Witness:

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

By: \_\_\_\_\_  
Mark Atkins Jr.  
Benchmark Construction Co., Inc.

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness:

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

By: \_\_\_\_\_  
Kenneth Sandeno  
D. Construction, Inc.

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

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

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

[SEAL]

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



**Resolution #:** R-67-25

**Account:** 01-80-852010

**Approvals:** *Author / Manager / Finance / Admin*

**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 8/14/2025

**Description:** **A Resolution Approving and Ratifying Certain Change Orders for the Construction of the West Transmission Main Along Book Road From 75<sup>th</sup> Street to the ComEd R.O.W. (Contract TW-6/25 Section 1 (Book Road))**

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

Change Order No. 1 for the Construction of the West Transmission Main along Book Road from 75<sup>th</sup> Street to the ComEd R.O.W. (Contract TW-6/25 Section 1 (Book Road))

Change Order No. 1 would authorize a net decrease of in the Contract Price of \$18,846,940.27 from the original price of \$67,148,000.00 to \$48,301,059.73 and a time extension of 0 calendar days. The following significant changes to the Contract would apply:

1. Within the as-bid design, there were several locations that called for installation of the pipeline to be completed via trenchless means (i.e. tunneling or jack-and-bore). Due to the substantial cost of trenchless installations received at the bid opening, Commission staff worked with the design team to negotiate with the Contractor to convert as much of the trenchless installation areas to open-cut as feasible.
2. Some portions of the as-bid trenchless installations could *not* be converted to open-cut installations or, even if they could, would not yield cost savings. These areas will instead be installed at a shallower depth which has significantly reduced the cost of the associated shafts.
3. Due to the change in risk associated with items 1 and 2 above, there is additional risk that the Contractor would need to assume. In order to mitigate that risk and only pay for conflicting field conditions that are actually realized, it was agreed that an owner-designated allowance would be put in place to help cover associated costs for those certain specified conditions.
4. The as-bid design called for two cut-in valves to be placed on the Commission's existing 48" pipeline along 75<sup>th</sup> Street, one on each side of where the WaterLink connection tee is to be made. The received unit prices for this work was also extremely high. As a result, one of the valves was removed from the scope of work and the scope associated with the installation of

the other was simplified to minimize costs as much as possible while maintaining its intended functionality.

Approval of this Change Order would decrease the net Contract Price by \$18,846,940.27 revising the final Contract Price to \$48,301,059.73 - a 28.1% net decrease. This amount includes a \$1,000,000 Owner's Allowance for unforeseen conditions which will not be used unless necessary and approved by DWC. Approval of this Change Order would have no bearing on the final completion date of the Contract, which currently remains as December 31, 2026.

Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

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**Recommended Motion:**

To adopt Resolution R-67-25.



DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-67-25**

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

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

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

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

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

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

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of the Joint Venture of Benchmark Construction Co., Inc. and D. Construction, Inc. (Joint Venture) was the most favorable to the interests of the Commission; and

WHEREAS, the Commission and the Joint Venture have negotiated the scope and cost of the project, with all changes memorialized in Change Order No. 01;

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

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

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

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2025/R-67-25.docx

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## EXHIBIT A

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# DWC Book Rd

1

## Revised Scope 4: Per August 11 Request

DATE: August 13, 2025

Location:

ITEM #	PAY ITEM DESCRIPTION	QUANTITY	UN OF MSRE	BID	
				UNIT PRICE	TOTAL
B1	54-inch PCCP Water Main by Open Cut	14,002.00	LF	1,281.75	17,947,063.50
B1.5	54-inch PCCP Water Main by Open Cut -Trans Area	1,051.00	lf	4,142.00	4,353,242.00
B1.6	Trench Backfill for Open Cut in Trans Areas	11,259.00	TON	54.00	607,986.00
B1.7	Harness Clamp Premium (For Open Cut Trans Area if needed)	320.00	LF	126.00	40,320.00
B2	54-inch PCCP Water Main by Trenchless Construction	553.00	LF	11,700.00	6,470,100.00
1	Mobilization	1.00	LS	2,838,000.00	2,838,000.00
2	Temporary Field Office	18.00	MONTH	8,000.00	144,000.00
10	48" Btrfly Vlv w/Actuator MH (75th St. 25+00 (Owner Spld)	0.00	LS	1,000,000.00	0.00
10.5	48" BFV w/Acttr MH (75th St. 26+12 (Owner Spld) RVSD Loc	1.00	LS	500,000.00	500,000.00
11	48" Btrfly Vlv w/Actuator MH (75th St. 29+25 (Owner Spld)	0.00	LS	900,000.00	0.00
12	48" Btrfly Vlv wActr MH & Dsnfctn Bypass Assmbly (Book Rd) (Owner-Frn	1.00	LS	500,000.00	500,000.00
13	54" Btrfly Vlv w/Actuator MH (Owner Furnished)	2.00	EA	400,000.00	800,000.00
14	54" Rmt Btrfly Vlv w/Vault (Owner Furnished)	1.00	EA	450,000.00	450,000.00
18	Air Release and Access Manhole (Type 1)	5.00	EA	60,000.00	300,000.00
19	Air Release and Access Manhole (Type 2)	9.00	EA	75,000.00	675,000.00
21	Blow-Off Valve w/ Manhole (36" and Larger Pipe)	9.00	EA	85,000.00	765,000.00
39	48" PCCP WM Open Cut (Book Rd 752+60-756+64)	430.00	LF	1,000.00	430,000.00
40	48" PCCP WM Trnchlss (Book Rd 756+64-758+52)	188.00	LF	15,000.00	2,820,000.00
47	75th Street Cnnctn to Ex DWC 48"PCCP (25+00)	0.00	LS	1,000,000.00	0.00
48	75th Street Cnnctn to Ex DWC 48"PCCP (26+22)	1.00	LS	1,500,000.00	1,500,000.00
49	75th Street Cnnctn to Ex DWC 48"PCCP (29+25)	0.00	LS	1,000,000.00	0.00
50	30" Stub for Future Connection	1.00	LS	100,000.00	100,000.00
52	Rmv 54"Tst Plg Cnnct to Ex 54"WM (Adj Contract)	1.00	EA	50,000.00	50,000.00
53	Trench Backfill (Select Material)	39,240.00	CY	1.00	39,240.00
55	Cathodic Protection System	1.00	LS	300,000.00	300,000.00
56	Earth Excavation	4,561.00	CY	30.00	136,830.00
57	Aggregate Base Course Type B 2"	760.00	SY	8.00	6,080.00
58	Aggregate Base Course Type B 4"	70.00	SY	10.00	700.00
59	Aggregate Base Course Type B 6"	26,994.00	SY	10.00	269,940.00
61	Bituminous Materials (Prime Coat)	57,142.00	LB	0.01	571.42
62	Bituminous Materials (Tack Coat)	27,166.00	LB	0.01	271.66
63	HMA Binder Course IL19 N50	14,651.00	TON	76.00	1,113,476.00
65	HMA Surface Course IL-9.5 Mix D N50	6,995.00	TON	80.00	559,600.00
72	PCC Driveway Pavement 8"	70.00	SY	100.00	7,000.00
74	PCC Sidewalk 6"	6,720.00	SF	14.00	94,080.00
75	Detectable Warnings	400.00	SF	40.00	16,000.00
76	Pavement Removal	26,184.00	SY	16.00	418,944.00
78	HMA Surface Removal 1 3/4"	34,959.00	SY	2.15	75,161.85
79	Driveway Pavement Removal	430.00	SY	16.00	6,880.00
80	Combination Curb and Gutter Removal	3,630.00	LF	10.00	36,300.00
81	Sidewalk Removal	6,590.00	SF	3.00	19,770.00
83	Comb Curb & Gutter Type B-6.12	3,630.00	LF	28.00	101,640.00
88	Steel Plate Beam Guardrail Type A 6' Posts	50.00	LF	48.00	2,400.00
89	Long-Span Guardrail over Culvert 12'6" Span	30.00	LF	65.00	1,950.00
90	Traffic Barrier Terminal Type 1B	2.00	EA	2,300.00	4,600.00
91	Traffic Barrier Terminal Type 2	2.00	EA	1,700.00	3,400.00

# DWC Book Rd

2

## Revised Scope 4: Per August 11 Request

DATE: August 13, 2025

Location:

ITEM #	PAY ITEM DESCRIPTION	QUANTITY	UN OF MSRE	BID	
				UNIT PRICE	TOTAL
92	Guardrail Removal	160.00	LF	7.00	1,120.00
93	Pavement Marking Blackout Tape 6"	1,220.00	LF	4.00	4,880.00
94	Changeable Message Sign	2,920.00	CAL DAY	25.00	73,000.00
95	Short Term Pavement Marking	9,190.00	LF	2.00	18,380.00
96	Short Term Pavement Marking Removal	3,610.00	SF	3.00	10,830.00
97	Temp Pvmnt Marking Letters & Symbols - Paint	190.00	SF	3.00	570.00
98	Tmp Pvmnt Mrkng - Line 4" - Paint	23,150.00	LF	0.50	11,575.00
100	Tmp Pvmnt Mrkng - Line 24" - Paint	100.00	LF	3.00	300.00
101	Tmp Pvmnt Mrkng - Line 4" - Type IV Tape	6,230.00	LF	3.00	18,690.00
103	Temporary Concrete Barrier	2,170.00	LF	30.00	65,100.00
104	Impct Attntns Tmp (Filly Rdrcvt Nrrw) Test Level 2	4.00	EA	6,500.00	26,000.00
105	Relocate Sign Panel Assembly - Type A	21.00	EA	255.00	5,355.00
106	Thrmc Pvmnt Mrkng - Letters & Symbols	1,040.00	SF	6.00	6,240.00
107	Thermo Pvmnt Mrkng - Line 4"	64,350.00	LF	1.00	64,350.00
108	Thermo Pvmnt Mrkng - Line 6"	4,910.00	LF	1.50	7,365.00
109	Thermo Pvmnt Mrkng - Line 12"	2,460.00	LF	3.50	8,610.00
110	Thermo Pvmnt Mrkng - Line 24"	300.00	LF	7.00	2,100.00
111	Pavement Marking Removal - Grinding	16,010.00	SF	1.00	16,010.00
112	Undrgrnd Cndt Glvnzd Steel 2" Dia	1,380.00	LF	28.00	38,640.00
113	Handhole	3.00	EA	2,600.00	7,800.00
114	Maintenance of Existing Traffic Signal Installation	6.00	EA	2,900.00	17,400.00
115	Elctric Cable in Cnduit Lead-In No.14 One Pair	820.00	LF	2.00	1,640.00
116	Drill Existing Handhole	2.00	EA	482.00	964.00
117	Deetctor Loop Type 1	320.00	LF	74.00	23,680.00
118	Detector Loop Replacement	1,770.00	LF	55.00	97,350.00
119	Temporary Traffic Signal Installation	5.00	EA	20,000.00	100,000.00
120	Modify Existing Controller	6.00	EA	2,500.00	15,000.00
122	Remove Existing Handhole	3.00	EA	660.00	1,980.00
<b>123</b>	<b>Class D Patches 12-inch</b>	<b>1,858.00</b>	<b>SY</b>	<b>130.00</b>	<b>241,540.00</b>
125	Mailbox Remove and Replace	2.00	EA	500.00	1,000.00
127	Temporary Access (Private Entrance)	12.00	EA	500.00	6,000.00
128	Temporary Access (Commercial Entrance)	2.00	EA	1,000.00	2,000.00
129	Temporary Access (Road)	10.00	EA	1,000.00	10,000.00
130	Traffic Control and Protection (Special)	1.00	LS	189,135.30	189,135.30
131	HMA Driveway Pavement 4"	330.00	SY	36.00	11,880.00
133	Drainage & Utility Structures to be Adjusted	10.00	EA	1,000.00	10,000.00
134	Drainage & Utility Structures to be Reconstructed	1.00	EA	5,000.00	5,000.00
135	Temporary Information Signing	160.00	SF	25.00	4,000.00
136	Temporary Pavement	740.00	SY	43.00	31,820.00
137	Temporary Traffic Signal Timing	27.00	EA	650.00	17,550.00
<b>138</b>	<b>HMA Surface Removal - Butt Joint</b>	<b>796.00</b>	<b>SY</b>	<b>1.00</b>	<b>796.00</b>
139	Telescoping Steel Sign Support	25.00	LF	25.00	625.00
140	Metal Post - Type A	25.00	LF	25.00	625.00
141	Erosion Control Seeding Lawn Mix (Class 1)	830.00	LB	30.00	24,900.00
142	Erosion Control Seeding Roadside Mix (Class 2)	660.00	LB	28.00	18,480.00
145	High Visibility Safety Fence	30,100.00	LF	6.00	180,600.00

# DWC Book Rd

3

## Revised Scope 4: Per August 11 Request

DATE: August 13, 2025

Location:

ITEM #	PAY ITEM DESCRIPTION	QUANTITY	UN OF MSRE	BID	
				UNIT PRICE	TOTAL
146	Tree and Shrubbery Protection	130.00	EA	500.00	65,000.00
150	Dual Fence Barrier (Hi Vis GeoTex Outer Fence)	3,830.00	LF	10.00	38,300.00
151	Silt Fence	11,000.00	LF	6.00	66,000.00
152	Inlet Protection Curb	15.00	EA	300.00	4,500.00
153	Inlet Protection Area	40.00	EA	300.00	12,000.00
163	Rmv & Rplc 8" San SWR (w/C900 DR25 PVC)	130.00	LF	359.00	46,670.00
171	Rmv & Rplc 18" FES	1.00	EA	25,800.00	25,800.00
176	Replace 10" Storm (w/C900 DR25 PVC)	240.00	LF	225.00	54,000.00
177	Replace 12" Storm (w/C900 DR25 PVC)	630.00	LF	255.00	160,650.00
178	Replace 15" Storm (w/C900 DR25 PVC)	191.00	LF	281.00	53,671.00
180	Replace 18" Storm (w/C900 DR25 PVC)	260.00	LF	296.00	76,960.00
182	Replace 24" Storm (w/C900 DR25 PVC)	270.00	LF	385.00	103,950.00
190	Rmv & Rplc 30" Storm Clvrt w/ 30" CMP Clvrt	60.00	LF	385.00	23,100.00
193	Remove and Replace Catch Basin	21.00	EA	7,000.00	147,000.00
195	Remove and Replace Inlet	1.00	EA	7,000.00	7,000.00
196	Connection to Existing Sewer Structure	42.00	EA	1,200.00	50,400.00
197	Rmv & Rplc Dual Storm Clvrts 36" & Hdwl's	1.00	LS	104,000.00	104,000.00
198	Xing Ex 58" x 91" Elliptical Conc Pipe (Book Rd)	1.00	LS	182,000.00	182,000.00
210	<b>Vertical Drop Structures (Sta 619+71 - 623+24)</b>	<b>0.00</b>	<b>LS</b>	<b>460,000.00</b>	<b>0.00</b>
211	<b>Vertical Drop Structures (Sta 677+21 - 679+55)</b>	<b>0.00</b>	<b>LS</b>	<b>460,000.00</b>	<b>0.00</b>
212	<b>Vertical Drop Structures (Sta 700+39 - 708+30)</b>	<b>0.00</b>	<b>LS</b>	<b>460,000.00</b>	<b>0.00</b>
213	<b>Vertical Drop Structures (Sta 724+89 - 726+79)</b>	<b>0.00</b>	<b>LS</b>	<b>460,000.00</b>	<b>0.00</b>
IND1	Exploratory Excavation	1,000.00	CF	50.00	50,000.00
IND2	Exploratory Excavation, Vacuum	12.00	EA	1,886.00	22,632.00
IND3	Adjust Water Service Line	100.00	LF	254.00	25,400.00
IND4	Adjust Sewer Service Line	100.00	LF	506.00	50,600.00
ALL1	Allwnc City of Naperville DPU-E Electric Services	1.00	LS	25,000.00	25,000.00
					0.00

BID = 47,301,059.73



Notes on Revised Scope(s) based on August 11th Request:

- All pipe proposed is PCCP
- Trenchless pricing is using the Auger & Jack method. Not full face closure, if conditions warrant it we may need to be paid from an allowance for Dewatering, Rock/Boulder removal, sheeting etc.
- We do not include any costs dealing with the 2' above 50 year flood plain, or 2' waterproof liner. Trenchless pits will be installed with either standard trench shield or slide rail systems
- We do not include any costs dealing with special or non-special waste. (Hauling, testing, monitoring, disposal, etc.)
- The PCCP pipe will be used in trenchless systems will be supplied with "Donut" skids instead of spacers
- We do not include any clsm other than at air release, blowoffs and valves and clsm bedding for the 75<sup>th</sup> st connection. All other pipe to be bedded with CA6 and CA6 TBF (pay item)
- We have adjusted the bid quantity of the extra pavement as called for in the July 23<sup>rd</sup> email for 83<sup>rd</sup> st and a small portion at 95<sup>th</sup>. All pavement removal and restoration to be paid through bid items. We do not include any incidental pavement.
- We have included only costs for a \$50,000.00 bond each for DuPage County and Naperville. That is what our conversations and history with Naperville has shown. We do not include a performance bond for 110% of the project value
- Open Cut pipe in transition areas are priced without dewatering or sheeting, if needed to be paid from allowance
- Prices are based on raising the Trenchless crossings at 87<sup>th</sup> (183' per original design) and the revised design for 95<sup>th</sup> St. (180')
- All permits related to the revised scope are the responsibility of the owner
- Pay Item B1.6 Trench Backfill for Open Cut transition areas has been added. This item is to be paid per ton used per tickets. Estimated bid quantity has been figured by using an average width of 14' and depth measured from 1' over the top of the pipe to flush with existing pavement.
- Benchmark will provide engineering backup that the 48" cut in section on 75<sup>th</sup> can be installed as PCCP.

Possible Allowances (All allowance work to be paid per IDOT force account) dollar values are estimates if any of the work is required.



Dewatering at revised trenchless areas \$275,000.00 (for dewatering system at 1 Jacking pit and 1 receiving pit, with 25 days of pumping. Dewatering along route of trenchless is not included, and would be an additional T&M cost)

Rock/Boulder removal \$50,000.00 (for an estimated 6 days of boulder removal)

Closed Face Tunnel (excluding microtunneling) 95<sup>th</sup> \$500,000.00

Open Cut Pipe (transition areas) Dewatering \$300,000.00 (for an estimated 200' long system, with 25 days of pumping)

Open Cut sheeting (transition areas) \$550,000 (to install and remove 12,000sf of sheeting)

DuPAGE WATER COMMISSION  
CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: West Transmission Main Along Book Rd From 75<sup>th</sup> St to the ComEd R.O.W.

CHANGE ORDER NO. 01

LOCATION: DuPage County, Illinois

CONTRACT NO. TW-6/25  
Section1 (Book Road)

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

DATE: 8/21/25

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Conversion of trenchless installation locations to open-cut where feasible
2. Reduced depth of installation for remaining trenchless locations
3. Removal of a butterfly valve to the west of the connection tee
4. Relocation of a butterfly valve to the east of the connection tee
5. Inclusion of an owner-initiated allowance for risk mitigation

B. REASON FOR CHANGE:

1. The cost of trenchless installation far exceeded the estimated cost. As such, an effort was made to re-design the trenchless installation locations where feasible and to convert them to an open-cut installation, which is far more cost effective.
2. Though all areas of trenchless installation were reviewed, field conditions (buys intersections, large culverts, etc.) dictated that not all trenchless locations could be converted to open-cut installations. Those areas that are to remain trenchless installations were reduced in depth wherever possible to further reduce construction costs.
3. Two butterfly valves were proposed, one on each side of the connection tee. Due to the substantial costs received for these installations, both were reviewed to determine possible measures of cost reduction. Upon review, one of the valves was determined to be redundant to existing valves within the Commission's existing distribution network and the cost of installation could not be recommended. This valve was reduced from the scope of work.
4. Of the two aforementioned butterfly valves, the second one was determined to be necessary and could not be removed from the scope of work. However, the location of

installation was revised in order to reduce the amount of excavation and (existing) pipe replacement needed and several associated appurtenances were removed from the scope of work.

5. By converting additional segments of pipe installation from trenchless to open-cut and in reducing the depth of remaining trenchless installations, the contractor is now responsible for managing field conditions that were not contemplated as part of the bid process. In order to manage these new field conditions and to only cover costs for any challenges actually realized during construction, an owner-initiated allowance has been included.

C. REVISION IN CONTRACT PRICE:

See attached for Contract price revisions.

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by previous Change Orders, is hereby extended for 0 calendar days, maintaining the final Contract Completion Date of December 31, 2026.
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$67,148,000.00
2.	Net <u>Increase/Decrease</u> due to all previous Change Orders	\$0.00
3.	Contract Price, not including this Change Order	\$67,148,000.00

4.	<u>Increase/Decrease</u> to Contract Price due to this Change Order	-\$18,846,940.27
5.	Contract Price including this Change Order	\$48,301,059.73

## RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS:

Lockwood, Andrews and Newnam, Inc.

By: \_\_\_\_\_ ( \_\_\_\_\_ )  
 Signature of Authorized Representative Date

ACCEPTED: By my authorized signature below, being first duly sworn on oath, I certify on behalf of Contractor that this Change Order does not authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

CONTRACTOR:

D. Construction Inc.

By: \_\_\_\_\_ ( \_\_\_\_\_ )  
 Signature of Authorized Representative Date

CONTRACTOR:

Benchmark Construction Co., Inc.

By: \_\_\_\_\_ ( \_\_\_\_\_ )  
 Signature of Authorized Representative Date

DuPAGE WATER COMMISSION:

By: \_\_\_\_\_ ( \_\_\_\_\_ )  
 Signature of Authorized Representative Date



**Resolution #:** R-71-25

**Account:** 01-60-663100

**Approvals:** *Author / Manager / Finance / Admin*

**D.P. RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 9/11/2025

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

**Agenda Section:** Engineering & Construction

**Originating Department:** Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2025, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co., Inc. for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-13/25) and ending on June 30, 2027. Resolution No. R-71-25 would approve the following Work Authorization Orders under the Quick Response Contracts.

### **Work Authorization Order No. 003 to Benchmark Construction Co, Inc.**

The work authorization was issued, and work began, prior to Board approval and was necessary to repair a leaking 30" diameter steel water main located in the City of Wheaton. Excavation indicated that the apparent cause of the leak was the result of an unidentified contractor damaging the protective coating on the DWC pipe many years ago, which resulted in accelerated corrosion and the subsequent leak.

Since Benchmark Construction Co., Inc. was able to mobilize immediately upon request for repair work, Work Authorization Order No. 13.003 was issued to Benchmark Construction Co., Inc.

Resolution R-71-25 ratifies approval of Work Authorization Order No. 13.003 to Benchmark Construction Co., Inc. for the work as described in Exhibit 1 to this resolution, at the cost of \$79,403.69. Work included traffic control, removal and replacement of concrete pavement, dewatering, removal, replacement, disinfection, and commissioning of sections of damaged 30" steel pipeline.

### **Recommended Motion:**

To adopt Resolution No. R-71-25.

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**RESOLUTION NO. R-71-25**

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

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

WHEREAS, Contract QR-13/25 is intended to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the scope for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

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

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

SECTION TWO: The work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the work

Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2025/R-71-25.docx

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EXHIBIT 1

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QR-13/25 Work Authorization Order No 13.003

Benchmark Construction Co., Inc. Invoice No. 1520-01



## WORK AUTHORIZATION ORDER

SHEET 1 OF 2

### CONTRACT QR-13/25: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-13.003

#### LOCATION:

President Street in the city of Wheaton.

#### CONTRACTOR:

Benchmark Construction Co., Inc.

#### DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate, and repair the source of a leak on a Commission 30" diameter steel water main; backfill the excavation with suitable materials; disinfect the isolated section of water main, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

#### REASON FOR WORK:

To repair a leak in a 30" diameter steel water main.

#### MINIMUM RESPONSE TIME:

N/A

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

Section of 30" diameter steel pipe

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

☐ IS ☒ IS NOT PRIORITY WORK

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

N/A

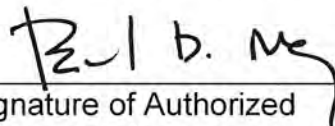
**SUBMITTALS REQUESTED:**

N/A

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

N/A

**DUPAGE WATER COMMISSION**

By:   
Signature of Authorized  
Representative

DATE: 8-13-25

**CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:**

By:  Safety Rep: Mark Atkins 630 862 5354  
Signature of Authorized  
Representative Name and 24-Hr Phone No.

DATE: 8/12/25

*General Construction / Construction Management / Engineering Services*

Location: 1211 N President St- Wheaton  
Dates of Work: 8/11/2025 thru 8/29/2025

Invoice #: **2520-01**  
Date: 9/2/2025

<b>EQUIPMENT</b>	Hours	Rate	Amount
Trench Box- Rental	1.00	974.56	974.56
Ford F450 Service Truck	39.00	55.53	2,165.67
Komatsu 228	36.00	90.64	3,263.04
McCann 3" Trash Pump Rental	1.00	287.50	287.50
Bobcat Skidsteer	44.00	82.24	3,618.56
Lowboy Truck & Trailer	16.00	98.89	1,582.24
Ford Econoline Van & Saw	28.55	3.59	102.49
McCann Roller Rental	1.00	554.00	554.00
			0.00
Subtotal Equipment			12,548.06
10% Mark up on equipment			\$1,254.81
<b>TOTAL EQUIPMENT</b>			<b>13,802.87</b>

<b>MATERIAL</b>	Qty.	U of M	Price	Amount
Vulcan Materials- Aggregate	1	LS	1,006.50	1,006.50
Beverly Materials- Aggregate	1	LS	346.50	346.50
Mid-American Water Sewer Materials	1	LS	1,890.02	1,890.02
Beverly Dump Fees	1	LS	1,010.00	1,010.00
Allied Asphalt HMA	1	LS	1,621.12	1,621.12
Equipment Move Permits	1	LS	250.00	250.00
Subtotal Material				6,124.14
10% Mark up on material purchased				612.41
<b>TOTAL MATERIAL</b>				<b>6,736.55</b>

<b>SUBCONTRACTORS</b>	Qty.	U of M	Price	Amount
Advanced Welding	1	INV	6,127.00	6,127.00
Smith Maintenance	1	INV	266.25	266.25
TAT Enterprises	1	INV	18,635.00	18,635.00
L&B Cartage	42	HR	110.00	4,620.00
Utility Transport	1	LS	1,229.25	1,229.25
LRS Portable Toilet	1	LS	245.30	245.30
				0.00
Subtotal Subs.				31,122.80
10% Mark up on Subs.				3,112.28
<b>TOTAL SUBCONTRACTOR</b>				<b>34,235.08</b>

**TOTAL AMOUNT DUE** **\$79,403.69**

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



#2520

OFFICE COPY

14028

## EXTRA WORK AUTHORIZATION/TIME AND MATERIAL RECORD

COMPANY NAME Bench Mark Construction DATE 8-11-25 SHEET 1 OF 1JOB NO. DWC LOCATION WheatonFOREMAN \_\_\_\_\_ WORK DIRECTED BY Dave TITLE \_\_\_\_\_DESCRIPTIONS OF OPERATIONS Repair 30" WM

## LABOR

## TOTALS

EMPLOYEE'S NAME	EMP. NO.	OCCUPATION	RATE	HOURS WORKED		AMOUNT	
				REG.	O.T.		
Martin Kopper		Foreman		8	1.5		
Jon Seigel		Operator		8	2		
John Eger		Operator		8	2		
Tony Vargas		Laborer		8	1.5		
Hector Hernandez		Laborer		8	1.5		
SUBTOTAL							
UNION BENEFITS							
LABOR MARK-UP							
LABOR BURDEN							

## MATERIALS USED

## TOTAL LABOR

ITEM	UNIT	SOURCE	QUANTITY	UNIT PRICE	AMOUNT
3" Trash Pump	1ea	McCann Rental	1		
Truck King	hr	L & B	15.5 hrs		
Dirt Dump	Load	Beverly	5 Loads		
Trench Box Rental	ea	NTS			1,316 -
SUBTOTAL					
MATERIAL MARK-UP					

## EQUIPMENT

## TOTAL MATERIAL

EQUIP. NO.	DESCRIPTION	HOURS WORKED	RATE	AMOUNT
	2025 F450 Service Truck	9.5		
	PC 228 Excavator	9.5		
	Bobcat	9.5		
	Ford Van w/ Trailer & Sew	9.5		
	Generator & 3" Etc Pump	24		

ACCEPTANCE/VERIFICATION Kenworth Truck & Low boy w/ Driver 8 - \$250 permit

TOTAL EQUIP.

TITLE Ken Clippin DATE \_\_\_\_\_

TOTAL CHARGES \$17 of 192



## EXTRA WORK AUTHORIZATION/TIME AND MATERIAL RECORD

COMPANY NAME Benchmark Construction DATE 8-12-25 SHEET 1 OF 1JOB NO. DWC LOCATION WhartonFOREMAN Marty Kipper WORK DIRECTED BY Dave TITLE \_\_\_\_\_DESCRIPTIONS OF OPERATIONS 30" W.M. Repair

## LABOR

## TOTALS

EMPLOYEE'S NAME	EMP. NO.	OCCUPATION	RATE	HOURS WORKED REG.	O.T.	AMOUNT		
Marty Kipper		Foreman		8	3			
Jon Seigel		Operator		8	2			
Tony Vargas		Laborer		8	2.5			
Hector Hernandez		Laborer		8	2.5			
SUBTOTAL								
UNION BENEFITS								
LABOR MARK-UP								
LABOR BURDEN								

## MATERIALS USED

## TOTAL LABOR

ITEM	UNIT	SOURCE	QUANTITY	UNIT PRICE	AMOUNT		
CA-7 / Dirt Dump	7 1/2' / ea	Beverly	21 hrs	1-load			
Tracking	hr	L & B	11 hrs				
12" DIP	ea	Mid American	20'				
12" nonsteer	ea	Mid American	1 ea				
SUBTOTAL							
MATERIAL MARK-UP							

## EQUIPMENT

## TOTAL MATERIAL

EQUIP. NO.	DESCRIPTION	HOURS WORKED	RATE	AMOUNT		
	2025 F450 Service Truck	11				
	PC 228 excavator	10				
	Bobcat	10				
	30 Road Plates - 1- 8'x20" / 2- 8'x10'	4 Days				
	Tight Shredding	3 Days				
	Bobcat Trailer	11 hrs				

ACCEPTANCE/VERIFICATION \_\_\_\_\_

TOTAL EQUIP. \_\_\_\_\_

TITLE Dave Chapman DATE \_\_\_\_\_

TOTAL CHARGES 18 of 192



## EXTRA WORK AUTHORIZATION/TIME AND MATERIAL RECORD

COMPANY NAME Benchmark Construction DATE 8-13-25 SHEET 1 OF 1

JOB NO. DWC LOCATION Wharton

FOREMAN Marty Kypen WORK DIRECTED BY Dave TITLE \_\_\_\_\_

DESCRIPTIONS OF OPERATIONS 30" W.M. Repair

## LABOR

## TOTALS

EMPLOYEE'S NAME	EMP. NO.	OCCUPATION	RATE	HOURS WORKED REG.	O.T.	AMOUNT		
Marty Kypen		Foreman		8	.5			
Jon Seigel		Operator		8	1			
Tony Vargas		Laborer		8	.5			
Felix Delamora		Laborer		8	.5			
SUBTOTAL								
UNION BENEFITS								
LABOR MARK-UP								
LABOR BURDEN								

## MATERIALS USED

## TOTAL LABOR

ITEM	UNIT	SOURCE	QUANTITY	UNIT PRICE	AMOUNT		
FA-6/CA-6	TN	Unileen	40.12/40.37				
Bricks	ea	Mid American	20				
Mortar	ea	Mid American	1ea				
Trucking	hr	L & B	10 hrs				
SUBTOTAL							
MATERIAL MARK-UP							

## EQUIPMENT

## TOTAL MATERIAL

EQUIP. NO.	DESCRIPTION	HOURS WORKED	RATE	AMOUNT		
	2025 F450 Service Truck	8.5				
	PC 228	8.5				
	Bobcat	8.5				
	Sweeper					
	Remote Control Compactor	8.5				

ACCEPTANCE/VERIFICATION \_\_\_\_\_

TOTAL EQUIP. \_\_\_\_\_

TITLE Dave Clippinger DATE \_\_\_\_\_

TOTAL CHARGES \_\_\_\_\_



## EXTRA WORK AUTHORIZATION/TIME AND MATERIAL RECORD

COMPANY NAME Bench Mark Construction DATE 8-14-25 SHEET 1 OF 1JOB NO. DWC LOCATION WhartonFOREMAN Marty Kappen WORK DIRECTED BY Dave TITLE \_\_\_\_\_DESCRIPTIONS OF OPERATIONS 30" W.M. Repair

## LABOR

## TOTALS

EMPLOYEE'S NAME	EMP. NO.	OCCUPATION	RATE	HOURS WORKED REG.	O.T.	AMOUNT		
Marty Kappen		Foreman		8				
Jon Seigel		Operator		8	.5			
Tony Vargas		Laborer		8				
Hector Hernandez		Laborer		2				
SUBTOTAL								
UNION BENEFITS								
LABOR MARK-UP								
LABOR BURDEN								

## MATERIALS USED

## TOTAL LABOR

ITEM	UNIT	SOURCE	QUANTITY	UNIT PRICE	AMOUNT		
Roller	Day	O'Leary's Rental	1 Day				
Binder	TN	Allied					
Surface	TN	Allied					
Truck King	hr	LHB	1 hr				
SUBTOTAL							
MATERIAL MARK-UP							

## EQUIPMENT

## TOTAL MATERIAL

EQUIP. NO.	DESCRIPTION	HOURS WORKED	RATE	AMOUNT		
	F 450 Service Truck	8				
	Pc 228	8				
	Bobcat	8				
	Kenworth semi & Lowboy w/Driver	8				
	8250 permit					

ACCEPTANCE/VERIFICATION \_\_\_\_\_

TOTAL EQUIP. \_\_\_\_\_

TITLE Liam Chapman DATE \_\_\_\_\_

TOTAL CHARGES \_\_\_\_\_



COMPANY NAME Benchmark Construction DATE 8-15-25 SHEET 1 OF 1

JOB NO. BWC LOCATION Wharton

FOREMAN Marty Kupper WORK DIRECTED BY Dave TITLE \_\_\_\_\_

DESCRIPTIONS OF OPERATIONS Clean up from 30" Repair

**TOTALS**

## MATERIALS USED

**TOTAL LABOR**

## EQUIPMENT

TOTAL MATERIAL

ACCEPTANCE/VERIFICATION \_\_\_\_\_

TOTAL EQUIP.

TITLE 1/2m Chroma DATE \_\_\_\_\_

TOTAL CHARGES



RENTALS  
SALES  
REPAIRS



1031 N. Cicero Ave. • Chicago, IL 60651

(773) 252-6600

Fax (773) 252-6650

www.olearysequipment.com

customerservice@olearysinc.net

INVOICE DATE: 08/27/25 Page 1

## FINAL INVOICE

<b>Customer:</b> Benchmark Construction Inc.  2260 Southwind Blvd Bartlett IL 60103	<b>Delivery Location:</b> .  N. President St. & Just North Of E. Forest Dr. (See Pin) Wheaton IL	<b>Ticket#</b>  <b>Contract# 557755</b>  Loc 100 
<b>Ordered by:</b> Matt Reed 630-774-0539 <b>Phone:</b> W (630) 497-1700 W (630) 497-1700	<b>PO/Job #</b> Wheaton	<b>Delivery/Out:</b> 08/14/25 Thu JB1 <b>Pick-up/In:</b> 08/14/25 Thu KM1

Qty	Item	Description	Daily	Weekly	4 Week	Total
Picked up / Rental picked up off rent 8/14/25 equipment checked in by russ rental period charged is for 1 day						
1	1835-0091	Roller, 36", Double Drum, Gas Meter In: 6.60 Meter Out: 5.10 Serial #: 10000303VPA037771 Model #: CC900G full of water		0.00		290.00
2	FUEL003	Gasoline, Per Gallon			7.00	14.00
1	DELO2	Equipment Rental Pickup Fee			125.00	125.00
1	DELO1	Equipment Rental Delivery Fee			125.00	125.00
----- Payments -----						

Note: New 2025 Tax Rates

Rentals	290.00
Sales	14.00
Delivery	125.00
Pickup	125.00
Labor	0.00
Damage Waiver	0.00
Trans Tax	0.00
Sales Tax	24.64
Total	578.64

YOU ARE CHARGED FOR TIME EQUIPMENT IS IN YOUR POSSESSION. "WE CHARGE FOR TIME OUT NOT TIME USED."	A CLEANING CHARGE WILL BE MADE ON ITEMS RETURNED DIRTY. EQUIPMENT RECEIVED SUBJECT TO CONDITIONS AND TERMS ON THE REVERSE SIDE OF THIS CONTRACT.
THE VALUE OR PURCHASE PRICE OF EQUIPMENT IS _____ NO RENTAL SHALL BE APPLIED AGAINST PURCHASE EXCEPT AS FOLLOWS: _____	

I acknowledge receipt of the above equipment and represent that if I am not the Lessee, I represent the above indicated Lessee and am authorized to sign in the Lessee's behalf.

X SIGNATURE X PRINTED NAME  
CELL PHONE X

Check Out \_\_\_\_\_ Amount Billed 578.64  
THIS IS YOUR CONTRACT READ BOTH SIDES BEFORE SIGNING



Remit To:  
McCann Industries, Inc.  
PO Box 5609  
Carol Stream, IL 60197-5609

**Exceeding Expectations**  
Equipment · Supplies · Service · Rentals  
McCannOnline.com

Ship To: BENCHMARK CONSTRUCTION CO  
773-354-9423

Invoice To: BENCHMARK CONSTRUCTION CO., INC  
2260 SOUTHWIND BLVD  
BARTLETT IL 60103

Branch 01 - ADDISON, IL		
Date 08/15/2025	Time 13:58:00 (O)	Page 1
Account No BENCH002	Phone No 6304971700	Inv No R10658
Freight Terms WILL CALL	Purchase Order/Job Number WHEATON 252001	
Tax ID No	Payment Terms NET 30	
		Salesperson LVA /

## RENTAL INVOICE

Description INVOICE #: R10658 For Contract #: 010552 Amount

Billing #: 1 Covering From 08/11/2025 to 08/13/2025

JAY PICKED UP ORDER 8/11/25 9:00AM

:

JOE RETURNED RENTAL 08/13/25 12:32PM

:

Thank you for choosing McCann Rents for your rental needs

WK PT3A

3" GAS TRASH PUMP Charge for usage of 2 DAYS 130.00  
Stock #: 003878 Serial #: 24446494  
Date Out: 08/11/2025 08:27 Date Returned: 08/13/2025 12:32  
Rates: 65.00/DAY 260.00/WEEK 780.00/MONTH

3" X 50' DISCHA Charge for usage of 2 DAYS 80.00  
Part/Su 3205 2 PIECES  
Date Out: 08/11/2025 08:27 Date Returned: 08/13/2025 12:32  
Rates: 20.00/DAY 60.00/WEEK 180.00/MONTH

3" X 20' SUCTIO Charge for usage of 2 DAYS 40.00  
Part/Su 3204 1 PIECE  
Date Out: 08/11/2025 08:27 Date Returned: 08/13/2025 12:32  
Rates: 20.00/DAY 60.00/WEEK 180.00/MONTH

Damage Waiver: 37.50  
Subtotal: 287.50  
SIA1-Sales/Rental Tax -IL-Addison 8.5%: 21.25  
ON ACCOUNT: 308.75

X

543 S. Rohlwing Road  
Addison, IL 60101  
(630) 627-0000  
  
23921 S. Northern Illinois Drive  
Channahon, IL 60410  
(815) 467-4480

250 E. Frontage Road  
Bolingbrook, IL 60440  
(630) 739-7770

1360 N. Rand Road  
Wauconda, IL 60084  
(847) 526-9444

2350 S. Laflin Street  
Chicago, IL 60608  
(312) 942-9200  
  
1133 Indianapolis Boulevard  
Schererville, IN 46375  
(219) 865-6545

4701 W. 137th Street  
Crestwood, IL 60445  
(708) 587-3110  
  
14077 Esther Ave  
Mishawaka, IN 46545  
(574) 406-6800

Received By

1054 Franklin Street  
Marengo, IL 60448  
(616) 371-7250  
  
8900 Louisiana St  
Merrillville, IN 46410  
123 of 19200





Chicago  
249 West Lake Street  
Elmhurst IL 60126  
United States

Dispatch Inquiry 630-832-8068  
Billing Inquiry 888-833-3777

# Invoice

Invoice Number: 1122519

Date: 8/20/2025

Benchmark Construction  
2260 Southwind Blvd  
Attn: Karen  
Bartlett IL 60103  
United States

Project Name: BENCHMARK CONSTRUCTION-  
Ordered By: Matt Reed  
Phone: 630-774-0539  
Job Site Location:  
N PRESIDENT ST & E PRAIRIE AVE  
WHEATON IL 60187

Job#:  
PO Number:  
JS Contact: Matt Reed  
Job Site Phone: 630-774-0539  
  
Office Phone: (630) 497-1700  
Cust ID: N000009780

Sales Person: Dominique Davis

DominiqueDavis@ntsafety.com

## Delivery Instructions:

DELIVER 8/11/25

Rental Contract Number: RC00741048

Contract Start Date: 8/11/2025

Status	Qty	Item Description and Rate	Days	From Date	Thru Date	Rate	Rate Ext
Rent Stopped	1.00	4x10 Steel Trench Box 4" Wall \$100.00/Day \$300.00/Week \$900.00/4 Week 1 DAYS MIN Serial: TB149859S	3	8/11/2025	8/13/2025	\$300.00	\$300.00
Rent Stopped	4.00	8.0 ft of 8 in Round Spreader \$4.00/Day \$12.00/Week \$36.00/4 Week 1 DAYS MIN	3	8/11/2025	8/13/2025	\$12.00	\$48.00
Rent Stopped	4.00	STACKING PINS FOR BOXES \$1.50/Day \$4.50/Week \$13.50/4 Week 1 DAYS MIN	3	8/11/2025	8/13/2025	\$4.50	\$18.00

Qty	Description	Reg Rate	Labor Subtotal
1.00	Delivery Crane Truck Full Size	\$275.00	\$275.00
1.00	Pick Up Crane Truck Full Size	\$275.00	\$275.00
8/14/25 T-051 JA - Includes P/U of RC-736244			

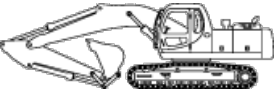
This Invoice is subject to additional terms and conditions set forth located at <https://www.ntsafety.com/wp-content/uploads/2024/02/NTS-TC-2-7-24.pdf>. The customer agrees to grant NTS a security interest to secure monies due hereunder and authorizes NTS to file a UCC-1 financing statement with the appropriate filing offices to perfect such security interests. Terms Accounts are due and payable net 30 days from invoice date.

Please Remit Payment to:  
National Trench Safety  
P.O.Box 51373  
Los Angeles, CA 90051-5673

Rental:	\$366.00
Waiver:	\$58.56
Discount	\$0.00
Sales Tax:	\$29.29
Other:	\$550.00
Total Amount:	\$1,003.85

## Adjustments for MARKATKINS4 in All Saved Models

September 9, 2025

**Komatsu PC228USLC-10 (disc. 2017)**  
 Crawler Mounted Hydraulic Excavators

 Size Class:  
**24.5 - 28.4 mt**  
 Weight:  
**N/A**

### Configuration for PC228USLC-10 (disc. 2017)

Horsepower	<b>158.0 hp</b>	Operating Weight	<b>55336 lbs</b>
Power Mode	<b>Diesel</b>		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$9,610.00	USD \$2,690.00	USD \$675.00	USD \$100.00	USD \$36.04	USD \$90.64
<b>Adjustments</b>						
Region (100%)	-	-	-	-		
Model Year (2017: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$9,610.00</b>	<b>USD \$2,690.00</b>	<b>USD \$675.00</b>	<b>USD \$100.00</b>	<b>USD \$36.04</b>	<b>USD \$90.64</b>

### Non-Active Use Rates

	Hourly
Standby Rate	USD \$31.42
Idling Rate	USD \$65.22

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31.52%	USD \$3,029.55/mo
Overhaul (ownership)	42.45%	USD \$4,079.55/mo
CFC (ownership)	16.09%	USD \$1,546.53/mo
Indirect (ownership)	9.93%	USD \$954.38/mo
Fuel (operating) @ USD 3.54	29.47%	USD \$10.62/hr

Revised Date: 3rd quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (matkinsjr@bmk8.com)

**Rental Rate Blue Book®**

September 5, 2025

**Ford T350HD TRANSIT 4X2 GAS (disc. 2019)**  
 Cargo Vans

 Size Class:  
**2**  
 Weight:  
**N/A**

**Configuration for T350HD TRANSIT 4X2 GAS (disc. 2019)**

Power Mode	<b>Gasoline</b>	Wheelbase	<b>148 Inches</b>
Axle Configuration	<b>4x2</b>	Complete / Incomplete	<b>C</b>
Gross Vehicle Weight	<b>9950 Pounds</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$2,910.00	USD \$815.00	USD \$205.00	USD \$31.00	USD \$12.02	USD \$28.55
<b>Adjustments</b>						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$2,910.00</b>	<b>USD \$815.00</b>	<b>USD \$205.00</b>	<b>USD \$31.00</b>	<b>USD \$12.02</b>	<b>USD \$28.55</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$10.10
Idling Rate	USD \$20.19

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	29.63%	USD \$862.21/mo
Overhaul (ownership)	38.89%	USD \$1,131.65/mo
CFC (ownership)	15.9%	USD \$462.76/mo
Indirect (ownership)	15.58%	USD \$453.38/mo
Fuel (operating) @ USD 3.17	30.45%	USD \$3.66/hr

Revised Date: 3rd quarter 2025

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## Adjustments for MARKATKINS8 in All Saved Models

September 5, 2025

### Kenworth C500B (6X6)

On-Highway Truck Tractors

Size Class:  
**60,001 lbs & Over**  
 Weight:  
**16500 lbs**



### Configuration for C500B (6X6)

Horsepower **330.0 hp** Power Mode **Diesel**

#### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$3,985.00	USD \$1,115.00	USD \$280.00	USD \$42.00	USD \$45.34	USD \$67.98
<b>Adjustments</b>						
Region (100%)	-	-	-	-		
Model Year (2021: 99.89%)	(USD \$4.32)	(USD \$1.21)	(USD \$0.30)	(USD \$0.05)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$3,980.68</b>	<b>USD \$1,113.79</b>	<b>USD \$279.70</b>	<b>USD \$41.95</b>	<b>USD \$45.34</b>	<b>USD \$67.96</b>

#### Non-Active Use Rates

	Hourly
Standby Rate	USD \$14.16
Idling Rate	USD \$51.21

#### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42.23%	USD \$1,682.94/mo
Overhaul (ownership)	37.39%	USD \$1,489.98/mo
CFC (ownership)	9.35%	USD \$372.75/mo
Indirect (ownership)	11.02%	USD \$439.33/mo
Fuel (operating) @ USD 3.54	63.06%	USD \$28.59/hr

Revised Date: 3rd quarter 2025

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Adjustments for MARKATKINS7 in All Saved Models

September 5, 2025

Miscellaneous 4 AXLE 8 TIRE 40'  
Lowboy Trailers

Size Class:  
All  
Weight:  
N/A



Configuration for 4 AXLE 8 TIRE 40'

Power ModeManual

Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$3,850.00	USD \$1,080.00	USD \$270.00	USD \$41.00	USD \$9.20	USD \$31.08
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.36%)	(USD \$24.71)	(USD \$6.93)	(USD \$1.73)	(USD \$0.26)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$3,825.29	USD \$1,073.07	USD \$268.27	USD \$40.74	USD \$9.20	USD \$30.93

Non-Active Use Rates

	Hourly
Standby Rate	USD \$15.64
Idling Rate	USD \$21.73

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47.18%	USD \$1,816.32/mo
Overhaul (ownership)	28.03%	USD \$1,079.30/mo
CFC (ownership)	13.9%	USD \$535.23/mo
Indirect (ownership)	10.89%	USD \$419.15/mo

Fuel cost data is not available for these rates.

Revised Date: 3rd quarter 2025

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Adjustments for Mark Atkins1 in All Saved Models

September 5, 2025

RAM 3500 LONGHORN 4X4 DIESEL  
Light Duty Trucks

Size Class:  
3  
Weight:  
N/A



Configuration for 3500 LONGHORN 4X4 DIESEL

Power Mode Diesel  
Model Trim Longhorn  
Wheelbase 149.5 Inches  
Gross Vehicle Weight Rating 11800 Pounds

Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$5,805.00	USD \$1,625.00	USD \$405.00	USD \$61.00	USD \$22.78	USD \$55.76
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 99.28%)	(USD \$41.52)	(USD \$11.62)	(USD \$2.90)	(USD \$0.44)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$5,763.48	USD \$1,613.38	USD \$402.10	USD \$60.56	USD \$22.78	USD \$55.53

Non-Active Use Rates

	Hourly
Standby Rate	USD \$19.80
Idling Rate	USD \$39.88

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.46%	USD \$1,594.00/mo
Overhaul (ownership)	39.54%	USD \$2,295.11/mo
CFC (ownership)	16.42%	USD \$952.93/mo
Indirect (ownership)	16.59%	USD \$962.96/mo
Fuel (operating) @ USD 3.54	31.3%	USD \$7.13/hr

Revised Date: 3rd quarter 2025

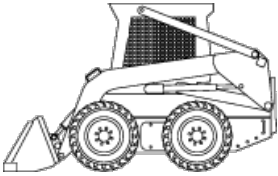
These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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**Rental Rate Blue Book®**

September 9, 2025

**Bobcat S770**  
 Skid Steer Loaders

 Size Class:  
**3,301 lbs & Over**  
 Weight:  
**9175 lbs**

**Configuration for S770**

Horsepower Power Mode	<b>92.0 hp Diesel</b>	Operator Protection	<b>ROPS</b>
--------------------------	---------------------------	---------------------	-------------

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$8,510.00	USD \$2,385.00	USD \$595.00	USD \$89.00	USD \$33.89	USD \$82.24
<b>Adjustments</b>						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$8,510.00</b>	<b>USD \$2,385.00</b>	<b>USD \$595.00</b>	<b>USD \$89.00</b>	<b>USD \$33.89</b>	<b>USD \$82.24</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$15.81
Idling Rate	USD \$60.39

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	15.47%	USD \$1,316.72/mo
Overhaul (ownership)	67.3%	USD \$5,726.90/mo
CFC (ownership)	7.9%	USD \$672.21/mo
Indirect (ownership)	9.33%	USD \$794.17/mo
Fuel (operating) @ USD 3.54	35.53%	USD \$12.04/hr

Revised Date: 3rd quarter 2025

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The equipment represented in this report has been exclusively prepared for (matkinsjr@bmk8.com)



SHIP TO:  
J#2520 Dupage Water Commission  
President street  
WHEATON,IL,60187

SOLD TO:  
BENCHMARK CONSTRUCTION CO.  
2260 SOUTHWIND BLVD  
Bartlett, IL 60103

INVOICE

CUSTOMER NO: 69795-140724  
INVOICE NO: 4232581  
INVOICE DATE: 08/15/2025  
INVOICE AMT: 783.20  
ORDER: 2325449487  
DUE DATE: 09/15/2025

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to.

Vulcan Construction Materials, LLC  
PO Box 75219  
Charlotte, NC 28275-5219, US  
Phone: 1-800-777-8752 or  
help@vmcmail.com

INVOICES not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.				TAXES:		PERCENT:		AMOUNT:		SALES TAX:		TOTAL PRODUCT:		Pay this AMOUNT:					
TOTAL QUANTITY:		60.19		TOTAL LOADS:		3.00				FEES:		TOTAL FREIGHT:		TOTAL OTHER:					
												0.00		0.00					
												0.00		\$783.20					
SALES REP				PO NUMBER				REF				TAX EXEMPT ID.				TERMS			
Lori Jermyrn												E99902931				NET 15th PROX - Payable in full by the 15th of each month following month of shipment			
INVOICE #		INVOICE DATE		CUSTOMER NUMBER		LOCATION		LOCATION		ORDER		BILL OF LADING		FOB		PICKUP			
4232581		08/15/2025		69795-140724		3418-111		BARBERS CORNERS STONE		2325449487									
TICKET DETAIL																			
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT				
08/13/2025	8709625	963		15171	CERT CM-06 STONE	T	20.13	14.00							281.82				
	8709660	963		15171	CERT CM-06 STONE	T	20.24	14.00							283.36				
							40.37								565.18				
	8709581	963		30681	FA-6	T	19.82	11.00							218.02				
							19.82								218.02				

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SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!



SHIP TO:  
J#2520 Dupage Water Commission  
President street  
WHEATON,IL,60187

SOLD TO:  
BENCHMARK CONSTRUCTION CO.  
2260 SOUTHWIND BLVD  
Bartlett, IL 60103

INVOICE

CUSTOMER NO: 69795-140724  
INVOICE NO: 4232886  
INVOICE DATE: 08/15/2025  
INVOICE AMT: 223.30  
ORDER: 2325449487  
DUE DATE: 09/15/2025

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Vulcan Construction Materials,LLC  
PO Box 75219  
Charlotte, NC 28275-5219, US  
Phone: 1-800-777-8752 or  
help@vmcmail.com

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.				TAXES:		PERCENT:		AMOUNT:		SALES TAX:		TOTAL PRODUCT:		Pay this AMOUNT:	
TOTAL QUANTITY:				TOTAL LOADS:		PO NUMBER		REF		CONTRACT NO.		TAX EXEMPT ID.		TERMS	
SALES REP				CUSTOMER NUMBER		LOCATION		LOCATION		ORDER		BILL OF LADING		NET 15th PROX - Payable in full by the 15th of each month following month of shipment	
Lori Jermyn				69795-140724		3418-111		BARBERS CORNERS STONE		2325449487		PICKUP			
TICKET DETAIL															
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT
08/12/2025	8709525	963		30681	FA-6	T	20.30	11.00							223.30

132 of 192

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!  
Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, invoices are sent in one easy to open file directly to your inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.





## allied asphalt paving company

1100 BRANDT DRIVE  
HOFFMAN ESTATES, IL 60192

847-695-9300  
FAX 847-695-9262

INVOICE 259285

PAGE 1

DATE 8/16/2025

TERMS Net 30 Days

ACCOUNT NO 2012

SOLD TO BENCHMARK CONSTRUCTION CO.  
2260 SOUTHWIND BLVD  
BARTLETT, IL 60103

1211 N PRESIDENT - WHEATON

Ticket	Date	PO	Order	Loc.	Product	Qty	-----Material-----		-----Freight-----		Tax	Total
							Rate	Amount	Rate	Amount	Amount	
7324195	8/14/2025		25-0011	97	BROKEN ASPHALT - SEMI	1.00	150.00	150.00	0.00	0.00	0.00	150.00
Subtotal			25-0011		BROKEN ASPHALT - SEMI	1.00		\$150.00		\$0.00	\$0.00	\$150.00
7324244	8/14/2025		25-0011	97	N50 D SURFACE 81BIT696	6.31	67.00	422.77	0.00	0.00	35.94	458.71
Subtotal			25-0011		N50 D SURFACE 81BIT696	6.31 Ton		\$422.77		\$0.00	\$35.94	\$458.71
7324201	8/14/2025		25-0011	97	N50 BINDER 81BIT695A	15.05	62.00	933.10	0.00	0.00	79.31	1,012.41
Subtotal			25-0011		N50 BINDER 81BIT695A	15.05 Ton		\$933.10		\$0.00	\$79.31	\$1,012.41
Invoice Total						22.36		\$1505.87		\$0.00	\$115.25	\$1,621.12

Total Invoice ----- > \$1,621.12

Any invoice discrepancy must be brought to our attention within 30 days from the invoice date, otherwise the invoice will be considered correct and full payment must be received within terms. If tax exempt, you must provide the Tax Exempt Certificate in order for the taxes to be removed. Invoices not paid within terms are subject to a 1.5% (18% APR) monthly finance charge.



# INVOICE

INVOICE NUMBER: **253409A**

INVOICE DATE: **8/12/25**

PAGE: **1**

1500 E. Mountain, Aurora, Illinois 60505  
TEL: (630) 851-4500 FAX: (630) 851-4789

**SOLD TO:**

Benchmark Construction Co., Inc.  
2260 Southwind  
Bartlett, IL 60103

**Ship To:**

N President St & E Prairie  
Marty 224-760-5592  
Wheaton, IL

CUSTOMER I.D.		CUSTOMER P.O.		PAYMENT TERMS	
ben0001		Wheaton		Net 30 Days ML	
SALES REP I.D.		SHIPPING METHOD		SHIP DATE	DUE DATE
07		MAW TRUCK		8/12/25	9/11/25
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTENSION
		B/O QTY			
20.00	dip-cl52p12	12" CL52, Cement Lined, Asphaltic Coated, Fasttie DIP		83.32	1,666.40
1.00	sew-1551212arc	12" DIP x 12" DIP Non-Shear Coupling		169.62	169.62
20.00	mh-brick	#2 brick		1.70	34.00
1.00	mh-mortar	80LB Mortar Mix		20.00	20.00

**PLEASE PAY FROM THIS INVOICE**

ALL ATTORNEYS FEE AND OTHER COSTS OF COLLECTING THIS WILL BE PAID BY BUYER.

PAYMENT IS DUE 30 DAYS FROM INVOICE DATE. A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

Check

Subtotal	1,890.02
Sales Tax	
Total Invoice Amount	\$1,890.02
Payment/Credit	
<b>TOTAL DUE</b>	<b>\$1,890.02</b>

\* PER DEPT OF REVENUE IF MATERIALS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAY DETAIL & FURNISH CERTIFICATE, REQUIRED FOR ALL EXEMPT JOBS. \*\* CREDIT DEFAULT AS EXEMPT. IF TAX WAS PAID ON ORIGINAL INVOICE, FURNISH ORIGINAL INVOICE FOR TAX CREDIT



ADVANCED WELDING AND EQUIPMENT, INC

6688 JOLIET RD  
INDIAN HEAD PARK  
ILLINOIS 60525

# Invoice

Date	Invoice #
9/5/2025	25-080

Bill To
Benchmark Construction 2260 Southwind Blvd Barlett, Illinois 60103

P.O. No.	Terms	Project
Mark Jr.	Net 30	

Quantity	Description	Rate	Amount
	Advanced Welding and Equipment, Inc to Furnish: RE:DWC Repair Pipe on President Street in Wheaton. All work completed : August 12th 2025	6,127.00	6,127.00
- Please Remit Payment. REMIT TO:6688 Joliet Rd. #273 Indian Head Park, IL 6052		<b>Total</b>	\$6,127.00



Smith Maintenance Company  
2221 W Walnut Street, Suite #2  
Chicago, IL 60612 US  
312.733.4301

## INVOICE

**BILL TO**

Benchmark Construction Inc.  
2260 Southwind Blvd.  
630-497-1700  
Bartlett, IL 60103

**SHIP TO**

JOB SITE:  
PRESIDENT AND PRAIRE  
WHEATON IL

**INVOICE #** 21015**DATE** 08/20/2025**DUE DATE** 09/19/2025**TERMS** Net 30**TRACKING NO.**

5141

**P.O. NUMBER**

PER MARK JR.

## DESCRIPTION

QTY RATE AMOUNT

## LUMP SUM FOR LANE CLOSURE

(25) A-FRAMES W/FL HEADS

(1) TYPE III W/RD CLSD SIGN

(9) SIGNS

(2) RD CONST AHD

(1) R/L CLSD AHD

(1) DETOUR AHD

(2) DETOUR LEFT

(2) DETOUR RIGHT

(1) DETOUR END

25 X \$0.45 = \$11.25 X 5 DAYS = \$56.25

1 X \$ 3.50 = \$3.50 X 5 DAYS = \$17.50

9 X \$2.50 = \$22.50 X 5 DAYS = \$112.50

125	0.45	56.25
5	3.50	17.50
45	2.50	112.50

DELIVERED: 08/11/2025

1	40.00	40.00
---	-------	-------

PICKED UP: 08/15/2025

1	40.00	40.00
---	-------	-------

Please Remit Payment To:  
Smith Maintenance Company  
2221 W Walnut St., Ste #2  
Chicago, IL 60612

**BALANCE DUE****\$266.25**

Thank You for Your Business!







# INVOICE

Invoice Date: 08/11/2025  
Invoice # INV-086862

Bill To	Project
Benchmark Construction Benchmark Construction 2260 Southwind Blvd Bartlett, IL 60103	1211 S President St

Customer ID	Customer PO	Payment Terms
C-003611		Net 30
Sales Rep	Reference	Due Date
Scott A Milcarek(10065)		09/10/2025

Service Date	Item/Service	Ticket#	Truck#	Qty	Unit Price	Amount
08/11/2025	Hourly-Semi Dump (Straight)	721342	UT-898	2.75	\$147.00	\$404.25
08/11/2025	Asphalt-LD	721342	UT-898	1	\$125.00	\$125.00

Subtotal	\$529.25
Sales Tax	\$0.00
Discount	\$0.00
Total	\$529.25
REMAINING BALANCE	\$529.25

Please remit payments to:  
**Utility Transport Service**  
15020 S. Cicero Ave. Unit 201  
Oak Forest, IL 60452

*Overdue invoice balances will be subject to a 2% monthly late payment fee*

Thank you for your business!



# INVOICE

Invoice Date: 08/15/2025  
Invoice #: INV-086591

Bill To	Project
Benchmark Construction Benchmark Construction 2260 Southwind Blvd Bartlett, IL 60103	1211 S President St 1211 S President St Wheaton IL 60189

Customer ID	Customer PO	Payment Terms
C-003611	Wheaton Main Break	Net 30
Sales Rep	Reference	Due Date
Scott A Milcarek(10065)		09/14/2025

Service Date	Item/Service	Ticket#	Truck#	Qty	Unit Price	Amount
08/15/2025	Hourly-Sweeper (Straight)	719165	Sweeper	4	\$175.00	\$700.00

Subtotal	\$700.00
Sales Tax	\$0.00
Discount	\$0.00
Total	\$700.00
REMAINING BALANCE	\$700.00

Please remit payments to:  
**Utility Transport Service**  
15020 S. Cicero Ave. Unit 201  
Oak Forest, IL 60452

*Overdue invoice balances will be subject to a 2% monthly late payment fee*

*Thank you for your business!*





5500 Pearl St Ste 300  
Rosemont IL 60018-5303  
Phone: 844-888-8830  
www.LRSrecycles.com

# INVOICE

Invoice No	PS672423
Page No	1 of 1
Invoice Date	Aug-21-25
Customer No	3589.244
Site No	0
Reference	

**BENCHMARK CONSTRUCTION**  
**2260 SOUTHWIND BLVD**  
**BARTLETT, IL 60103**

Balance forward : \$3,507.79  
Payments : \$0.00  
Adjustments : \$0.00  
Invoices : \$1,723.68

Date	Codes	Description	Reference	Quantity	Amount
		(0244) PO.#2520 BENCHMARK CONSTRUCTION 1207 N PRESIDENT ST, WHEATON IL <u>Serv #001 STANDARD UNIT 60.00</u>			
11 - Aug		DELIVERY W.O# 441470 DELIVERY		1.00	\$60.00
14 - Aug		1 UNIT @1X WK UNIT RENTAL W.O# 442085 FLAT FEE		1.00	\$163.00
14 - Aug		Fuel/Environmental Fee			\$22.30
				Site Total	\$245.30

	Current \$1,968.98	31-60 Days \$795.67	61-90 Days \$2,712.12	Over 91 Days \$0.00	Invoice Total \$245.30	Balance Due \$5,476.77
--	-----------------------	------------------------	--------------------------	------------------------	---------------------------	---------------------------

## NEW PAYMENT ADDRESS

**LRS, LLC**  
**PO BOX 4700**  
**CAROL STREAM IL 60197-4700**

Please get this receipt and remit with payment

Payment due upon receipt of this invoice. 1.5% per month (18% per annum) late charges on balances over 30 days from date of invoice. Payments received after invoice date are not reflected. To ensure proper credit, please include your account number on your check and include the bottom portion of this invoice. When making payment on multiple accounts, please include the account numbers and the amounts of payment. We reserve the right to suspend service without notice on any past due account.

REMIT

We now accept payments online at [www.LRSrecycles.com](http://www.LRSrecycles.com)

**BENCHMARK CONSTRUCTION**  
**2260 SOUTHWIND BLVD**  
**BARTLETT, IL 60103**



Invoice No	PS672423
Page No	1 of 1
Invoice Date	Aug-21-25
Customer No	3589.244
Site No	0
Reference	

00004700020003589000000000000067242300000245306





Tel: 708-516-2042  
Fax: 708-749-1792  
WBE / MBE Certified

No.47195

Date: 08-11-25

HAULING FOR	
BENCHMARK	
ADDRESS	
1211 N PRESIDENT ST	
TOWN	
WHEATON, IL	
P.O. / JOB #	APPROVAL #
SIGNED	

TERMS: Net 30 days. 1-1/4% per month charge on past due accounts. We assume no liability for sidewalks, driveways or any underground construction if damaged by equipment or trucks making delivery. Lessee responsible for any overload fines resulting from his loading of truck. Also agree to pay collection cost and attorney fees if collected by lawsuit or otherwise.

START	8:45 AM	FINISH	4:30 PM
TRAVEL TIME	1 HRS.	LUNCH	Yes No
TOTAL HOURS (INCLUDING TRAVEL TIME)		8 3/4	
TRUCK #	963	DUMP-MATERIAL TICKETS	
DRIVER NAME	ROBERTO	LAST NAME	SOLIS
TYPE OF MATERIAL	CONCRETE ASPHALT	STONE OTHER	DIRT MIXED
TOTAL LOADS	111	16096042	
FROM	1211 N. PRESIDENT ST WHEATON, IL	16096165	
TO	BEVERLY MATERIALS	16096285	
TOTAL TONS			
TOTAL TOLLS			

Ref No: Q22250746



Tel: 708-516-2042  
Fax: 708-749-1792  
WBE / MBE Certified

No.45367

Date: 08-11-25

HAULING FOR	
BENCHMARK	
ADDRESS	
2260 Southwind Blvd, Bartlett	
TOWN	
P.O. / JOB #	APPROVAL #
3000 Ave	4678
SIGNED	

TERMS: Net 30 days. 1-1/4% per month charge on past due accounts. We assume no liability for sidewalks, driveways or any underground construction if damaged by equipment or trucks making delivery. Lessee responsible for any overload fines resulting from his loading of truck. Also agree to pay collection cost and attorney fees if collected by lawsuit or otherwise.

START	12:45 PM	FINISH	4:00 PM
TRAVEL TIME	1 HRS.	LUNCH	Yes No
TOTAL HOURS (INCLUDING TRAVEL TIME)		4 1/2	
TRUCK #	34	DUMP-MATERIAL TICKETS	
DRIVER NAME	Mario A. Rodriguez	LAST NAME	
TYPE OF MATERIAL	CONCRETE ASPHALT	STONE OTHER	DIRT
TOTAL LOADS		16096234	
FROM	1211 N President st in wheaton		
TO	Beverly		
TOTAL TONS			
TOTAL TOLLS	yes		

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Ref No: Q22250746





Tel: 708-516-2042  
Fax: 708-749-1792  
WBE / MBE Certified

No. 47196

Date: 08-12-25

HAULING FOR BENCHMARK	
ADDRESS 1211 N PRESIDENT ST	
TOWN WHEATON, IL	
P.O. / JOB #	APPROVAL #
SIGNED <i>[Signature]</i>	

TERMS: Net 30 days. 1-1/4% per month charge on past due accounts. We assume no liability for sidewalks, driveways or any underground construction if damaged by equipment or trucks making delivery. Lessee responsible for any overload fines resulting from his loading of truck. Also agree to pay collection cost and attorney fees if collected by lawsuit or otherwise.

START 6:00 AM	FINISH 4:00 PM
TRAVEL TIME 1 HRS.	LUNCH Yes No
TOTAL HOURS (INCLUDING TRAVEL TIME) 11	
TRUCK # 963	DUMP-MATERIAL TICKETS
DRIVER NAME ROBERTO	LAST NAME SOLIS
TYPE OF MATERIAL	CONCRETE STONE 7 DIRT 1
ASPHALT	OTHER FA-6
TOTAL LOADS 111	
FROM BEVERLY MATERIALS	
1211 N PRESIDENT ST	
VULCAN BARBERS CORNERS	
TO 1211 N PRESIDENT ST	
WHEATON, IL	
BEVERLY MATERIALS	
TOTAL TONS	KEEP THE LOADS FA-6
TOTAL TOLLS	FOR NEXT DAY 08-13-25

Ref No: G222507468

(TOLLS YES)



Tel: 708-516-2042  
Fax: 708-749-1792  
WBE / MBE Certified

No. 47197

Date: 08-13-25

HAULING FOR BENCHMARK	
ADDRESS 1211 N PRESIDENT ST	
TOWN WHEATON, IL	
P.O. / JOB #	APPROVAL #
SIGNED <i>[Signature]</i>	

TERMS: Net 30 days. 1-1/4% per month charge on past due accounts. We assume no liability for sidewalks, driveways or any underground construction if damaged by equipment or trucks making delivery. Lessee responsible for any overload fines resulting from his loading of truck. Also agree to pay collection cost and attorney fees if collected by lawsuit or otherwise.

START 6:00 AM	FINISH 3:00 PM
TRAVEL TIME 1 HRS.	LUNCH Yes No
TOTAL HOURS (INCLUDING TRAVEL TIME) 10/0	
TRUCK # 963	DUMP-MATERIAL TICKETS
DRIVER NAME ROBERTO	LAST NAME SOLIS
TYPE OF MATERIAL	CONCRETE STONE 6 DIRT 1
ASPHALT	OTHER FA-6
TOTAL LOADS 111	
FROM 1211 N PRESIDENT ST	
VULCAN BARBERS CORNERS	
TO 1211 N PRESIDENT ST	
TOTAL TONS	BROUGHT BACK THE LOAD OF FA-6
TOTAL TOLLS	FROM 08-12-25 TICKET # 8709525

142 of 192

Ref No: G222507468





Tel: 708-516-2042  
Fax: 708-749-1792  
WBE / MBE Certified

No.47198

Date: 08-14-25

HAULING FOR	
BENCHMARK	
ADDRESS	
1211 N PRESIDENT ST	
TOWN	
WHEATON, IL	
P.O. / JOB #	APPROVAL #
SIGNED	

TERMS: Net 30 days. 1-1/4% per month charge on past due accounts.  
We assume no liability for sidewalks, driveways or any underground construction if damaged by equipment or trucks making delivery.  
Lessee responsible for any overload fines resulting from his loading of truck. Also agree to pay collection cost and attorney fees if collected by lawsuit or otherwise.

START	7:00 AM	FINISH	2:00 PM
TRAVEL TIME	1 HRS.	LUNCH	Yes No
TOTAL HOURS	(INCLUDING TRAVEL TIME) 8		
TRUCK #	963	DUMP-MATERIAL TICKETS	
DRIVER NAME	ROBERTO	LAST NAME	SOLIS
TYPE OF MATERIAL	CONCRETE	STONE	DIRT
	ASPHALT	OTHER	BINDER
TOTAL LOADS	111		
FROM	1211 N PRESIDENT ST ALLIED WEST CHICAGO		
TO	97 ALLIED WEST CHICAGO 1211 N PRESIDENT ST		
TOTAL TONS			
TOTAL TOLLS			

Ref No: G1



**Resolution #:** R-73-25

**Account:** 01-80-850001

**Approvals:** *Author / Manager / Finance / Admin*

**AS JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 9/11/2025

**Description:** **A Resolution Approving a Second Amendment to Task Order No. 18 Under a Master Contract with AECOM Technical Services, Inc.**

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

In 2021, the DuPage Water Commission entered into an Intergovernmental Agreement (IGA) with the Village of Lombard (R-51-21) for the purposes of designing and constructing a 5<sup>th</sup> connection point to their water distribution network. To complete the necessary analysis and design for this work, the Commission approved Task Order No. 18 under a Master Contract with AECOM Technical Services, Inc. (R-52-21) in the amount of \$104,920 after soliciting proposals from ten engineering firms. The scope of work included the design and bidding services on behalf of the Commission. An amendment to this Task Order (R-20-24) was later approved in February 2024, increasing the total cost to \$122,620.

The original Pressure Adjusting/Metering Station – MS 14-E design began in February 2021 with an anticipated completion of 4.5 months. Due to requests from the Village of Lombard, the project was put on hold shortly thereafter, until it was started up again in early 2024. Though design work has nearly been completed, it was recently determined that additional design work will be required to coordinate the current effort with the Village's ongoing water tower construction effort at the same site. Approval of Resolution R-73-25 would result in additional costs in the amount of \$16,900, which will increase the not-to-exceed cost for Task Order No. 18 to \$139,520. If approved, Resolution No. R-73-25 will become the Second Amendment to Task Order No. 18 for additional design services.

In accordance with the IGA, the Village of Lombard is responsible for all costs associated with this project. They will be required to deposit 125% of anticipated costs in an escrow account and all incurred costs will be deducted from said account for payment to AECOM. Any funds remaining upon completion of the work will be returned to the Village of Lombard.

### Recommended Motion:

To adopt Resolution No. R-73-25.



DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-73-25**

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A RESOLUTION APPROVING A SECOND AMENDMENT TO TASK ORDER NO. 18 UNDER A MASTER CONTRACT WITH AECOM TECHNICAL SERVICES, INC.

WHEREAS, the DuPage Water Commission (the “Commission”) entered into a contract with AECOM Technical Services, Inc. (the “Consultant”) to provide, from time to time, professional engineering services in connection with various projects of the Commission (the “Master Contract”); and

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

WHEREAS, pursuant to Resolution No. R-52-21, the Commission approved Task Order No. 18 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, the Commission and Consultant desire to further amend Task Order No. 18 to the Master Contract to add to the scope of work for design of water tower piping revisions, additional site work, addition of a roadway from Maxant Drive, to account for pricing increases and to increase the not-to-exceed cost of the services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and consultant that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Task Order No. 18 was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the Second Amendment to Task Order No. 18 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The 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 the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2025/R-73-25.docx

---

## EXHIBIT 1

---

September 2, 2025

Mr. Jeff Loster  
Engineering Manager  
DuPage Water Commission  
600 E. Butterfield Road  
Elmhurst, IL 60126

**Subject:** Request for Additional Fees for Lombard Metering Station/Pressure Adjusting Station

Dear Mr. Loster,

Based on our recent discussion, this letter provides our request for additional fees for the Lombard Pressure Adjusting Station. This request is based primarily on additional scope and schedule constraints in coordinating with the Lombard “Future Water Tower Site” project.

The original Metering Station/Pressure Adjusting Station design began in February of 2024 and was anticipated to be completed in 4.5 months. While the design team has been on pause at times since the onset of design, there have been some additional costs incurred, and potential additional costs needed to finish the design. These costs are outlined as follows:

- 1) Meetings, coordination, and design revisions to accommodate the Lombard “Future Water Tower Site” project and associated project management for this schedule extension.
- 2) Salary increases for 2025 for staff performing recent coordination work of approximately 4.5%.
- 3) Addition of site paving (layout, details, specifications), which was not previously part of project scope.
- 4) Addition of roadway to site from Maxant Dr. (layout, details, specifications) not previously part of project scope.

Our cost summary for each of the items is provided in the following table:

**Cost Summary**

Item	Hours	Cost
1: Water Tower Revisions	32	\$6,900
2: Salary increases	N/A	\$1,000
3: Site paving addition	16	\$3,600
4: Maxant Dr. roadway to site	24	\$5,400

AECOM proposes a fee increase for the additional costs defined above for a total of \$16,900.



Mr. Jeff Loster  
September 2, 2025  
Page 2

AECOM proposes to perform this additional scope of work under our Master Services Contract with DWC. If this proposal is acceptable, please authorize AECOM to perform this work by executing a task order amendment referring to this proposal. AECOM must receive the task order amendment before work can begin.

Should you have any questions concerning the above or if you would like to meet to discuss, please do not hesitate to contact us.

Very truly yours,

**AECOM TECHNICAL SERVICES, INC.**

A rectangular gray box redacting the signature of Hsing Chu.

Hsing Chu  
Project Manager

A rectangular gray box redacting the signature of Chad R. Laucamp.

Chad R. Laucamp, P.E.  
Associate Vice President

## SECOND AMENDMENT TO TASK ORDER NO. 18

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and AECOM Technical Services, Inc. ("Consultant"), for Professional Engineering Services dated October 14, 2021 (the "Contract"), Owner and Consultant agree to amend, effective September 18<sup>th</sup>, 2025, Task Order No. 18 as follows:

### 1. **Services of Consultant:**

Section 2 entitled "Services of Consultant" of Task Order No. 18 shall be replaced in its entirety as follows:

#### "A. Basic Services:

##### 1. Preliminary Design Phase

- a. Meet with Owner and the Village of Lombard to determine the general scope, extent and character of the Project.
- b. Perform soil borings along the proposed feeder main route and the Joint Facility site.
- c. Provide field surveying services to the plot feeder main, permanent metering station and connection facilities easements; plot temporary construction easements; plot permanent site access easements; and provide legal descriptions of each for DWC to incorporate into various agreements with 3<sup>rd</sup> parties.
- d. Conduct additional hydraulic modeling to include the projected demands of the Villages of Montgomery, Oswego and Yorkville to identify the resulting flow conditions and to update the previous hydraulic modeling report accordingly.
- e. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
- f. Furnish up to 7 paper copies of the Preliminary Design Documents and a .pdf file, together with Consultant's revised opinion of probable Construction Cost of the Project, for review and approval by Owner, and review them with Owner. The opinion of probable construction costs shall delineate individual costs associated with:
  - 1) Connection to existing DWC transmission main and the feeder main up to the DWC Metering Station
  - 2) The DWC Metering Station
  - 3) The Lombard Pressure Adjusting Station and connection to the existing Lombard distribution system.
- g. Participation in additional meetings, coordination and design revisions to accommodate the Lombard "Future Water Tower Site" project and associated project management.
- h. Design of additional site paving (layout, details, specifications).
- i. Designing a roadway to site from Maxant Drive (layout, details, specifications).

3. Final Design Phase
  - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
  - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
  - c. Furnish up to 7 paper copies of the Final Design Documents and a .pdf file, together with Consultant's revised opinion of probable Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.
4. Bidding or Negotiating Phase
  - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issued and attend pre-bid or negotiation conferences.
  - b. Issue addenda as appropriate and approved by Owner.
  - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
  - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
  - e. Attend bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.

B Additional Services:  
None"

## 2. **Contract Price:**

Section 8, entitled "Contract Price" of Task Order No. 18 shall be amended in its entirety so that said Section 8 shall hereafter be and read as follows:

"8. Contract Price:

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

<b><u>Phase</u></b>	<b><u>Direct Labor Cost Factor</u></b>	<b><u>Not to Exceed</u></b>
<b>Joint Facilities</b>		
Soil Borings	<u>2.82</u>	<u>\$6,000</u>



Surveying Services	<u>2.82</u>	<u>\$5,900</u>
<b>Commission Connection Facilities</b>		
Additional Hydraulic Modeling		<u>\$5,600</u>
Preliminary Design	<u>2.82</u>	<u>\$19,396</u>
Final Design	<u>2.82</u>	<u>\$37,580</u>
Bidding Services	<u>2.82</u>	<u>\$3,444</u>
<b>Village PAS Facilities</b>		
Preliminary Design	<u>2.82</u>	<u>\$14,044</u>
Final Design	<u>2.82</u>	<u>\$44,212</u>
Bidding Services	<u>2.82</u>	<u>\$3,444</u>
<b>Total:</b>	<b><u>2.82</u></b>	<b><u>\$139,620</u></b>

The Effective Date of this Task Order is September 18, 2025.

**DuPAGE WATER COMMISSION**

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

Paul D. May, P.E.  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

**AECOM Technical Services, INC.**

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

Chad Laucamp, P.E.

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Chad Laucamp, P.E.  
Title: Project Manager  
Address: 303 East Wacker Drive  
E-mail Address: [chad.laucamp@aecom.com](mailto:chad.laucamp@aecom.com)  
Phone: (312) 373-6759



**DuPage Water  
Commission**

**30** YEARS OF SERVICE  
Pure. Essential. Stewardship.

## MEMORANDUM

**To:** Paul May, General Manager  
**From:** Cheryl Peterson, Financial Administrator  
**Date:** 9/9/2025  
**Subject:** Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the September 18, 2025, Commission meeting:

August 13, 2025, to September 9, 2025, A/P Report	\$13,104,098.56
Accrued and estimated payments required before October 2025 Commission meeting	<u>2,979,425.00</u>
Total	<u>\$16,083,523.56</u>

cc: Chairman and Commissioners



## DuPage Water Commission

# Board Open Payable Report

As Of 09/09/2025

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Net Amount
<b>Payable Account:</b> <a href="#">01-211000 - ACCOUNTS PAYABLE</a>				
<b>Vendor:</b> <a href="#">2527</a> <a href="#">A10201676</a>	<b>American Innovations</b> Cathodic Protection Data Manager	08/31/2025	1,875.00	<b>Payable Count: (1)</b> 1,875.00
<b>Vendor:</b> <a href="#">2303</a> <a href="#">K62541</a>	<b>Atlas Bobcat, LLC</b> Annual Service E26 Bobcat	08/26/2025	1,481.11	<b>Payable Count: (1)</b> 1,481.11
<b>Vendor:</b> <a href="#">2283</a> <a href="#">INV0008483</a>	<b>BMO HARRIS CREDIT CARD</b> Combined Statements: August 2025	08/31/2025	3,457.28	<b>Payable Count: (1)</b> 3,457.28
<b>Vendor:</b> <a href="#">1135</a> <a href="#">INV0008501</a>	<b>CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION</b> WATER BILLING: August 2025	08/31/2025	12,932,827.77	<b>Payable Count: (1)</b> 12,932,827.77
<b>Vendor:</b> <a href="#">2563</a> <a href="#">W240624IL.01-2</a>	<b>Consor North America, Inc</b> Advisory Services for Source Water Project	08/31/2025	126,231.43	<b>Payable Count: (1)</b> 126,231.43
<b>Vendor:</b> <a href="#">2364</a> <a href="#">10833623043</a>	<b>Dell Marketing, L.P.</b> Office 365 Project License Renewal	09/04/2025	1,260.00	<b>Payable Count: (1)</b> 1,260.00
<b>Vendor:</b> <a href="#">2171</a> <a href="#">134668</a> <a href="#">135344</a> <a href="#">135529</a>	<b>Friendly Ford</b> Vehicle Maint: 2019 Ford F350 Vehicle Maint: 2021 Explorer Vehicle Maint: M220084	08/28/2025 09/04/2025 09/09/2025	2,497.17 1,210.83 88.25	<b>Payable Count: (3)</b> 3,796.25 2,497.17 1,210.83 88.25
<b>Vendor:</b> <a href="#">1068</a> <a href="#">14655397</a>	<b>HACH COMPANY</b> Pocket Colorimeter & Reagent	09/09/2025	1,097.30	<b>Payable Count: (1)</b> 1,097.30
<b>Vendor:</b> <a href="#">2532</a> <a href="#">69642</a>	<b>Joliet Electric Motors</b> HLP Motor #3 Alignment & Motor Sync Failure Audit	08/31/2025	11,066.00	<b>Payable Count: (1)</b> 11,066.00
<b>Vendor:</b> <a href="#">2379</a> <a href="#">96019518</a>	<b>Komatsu Forklift USA, LLC</b> Annual Service for Floor Scrubber	08/31/2025	474.87	<b>Payable Count: (1)</b> 474.87
<b>Vendor:</b> <a href="#">2475</a> <a href="#">IN73-00732</a>	<b>Mazzella Lifting Technologies, Inc</b> Crane Service Call for Oil Leak	08/21/2025	609.00	<b>Payable Count: (1)</b> 609.00
<b>Vendor:</b> <a href="#">2198</a> <a href="#">52247</a>	<b>Mecon Industries, Inc.</b> Valve Replacement	08/31/2025	5,594.80	<b>Payable Count: (1)</b> 5,594.80
<b>Vendor:</b> <a href="#">2189</a> <a href="#">INV0008419</a> <a href="#">INV0008439</a> <a href="#">INV0008464</a>	<b>NCPERS Group Life Ins.</b> NCPERS - IMRF 6641 NCPERS - IMRF 6641 NCPERS - IMRF 6641	08/01/2025 08/15/2025 08/29/2025	44.28 44.28 44.28	<b>Payable Count: (3)</b> 132.84 44.28 44.28 44.28
<b>Vendor:</b> <a href="#">1930</a> <a href="#">PUSA10090189106</a>	<b>PARK PLACE TECHNOLOGIES LLC</b> Monthly Managed Service: October 2025	09/09/2025	2,560.00	<b>Payable Count: (1)</b> 2,560.00
<b>Vendor:</b> <a href="#">1715</a> <a href="#">107586</a>	<b>SIKICH</b> Professional Services: Marketing	08/31/2025	7,950.00	<b>Payable Count: (1)</b> 7,950.00
<b>Vendor:</b> <a href="#">1773</a> <a href="#">6041059421</a>	<b>STAPLES ADVANTAGE</b> OFFICE SUPPLIES	08/31/2025	441.24	<b>Payable Count: (1)</b> 441.24
<b>Vendor:</b> <a href="#">1223</a> <a href="#">GA5004314</a>	<b>SUBURBAN LABORATORIES, INC.</b> Aluminum and Coliform Testing	08/31/2025	1,577.00	<b>Payable Count: (1)</b> 1,577.00
<b>Vendor:</b> <a href="#">2096</a> <a href="#">INV0008482</a>	<b>William A. Fates</b> Service as Treasurer: September 2025	09/02/2025	1,666.67	<b>Payable Count: (1)</b> 1,666.67

Board Open Payable Report

As Of 09/09/2025

Payable Number	Description	Post Date	Payable Amount	Net Amount
Payable Account 01-211000			Payable Count: (22)	Total: 13,104,098.56

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	22	13,104,098.56
Report Total:	22	13,104,098.56

Payable Fund Summary

Fund	Amount
01 - WATER FUND	13,104,098.56
Report Total:	13,104,098.56

**DUPAGE WATER COMMISSION**  
**ITEMS TO BE PAID BY 10-16-25**  
**Board Meeting Date: September 18, 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			
35,000.00	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			
5,000.00	Procurement Card Charges - \$200 Travel, \$300 Pipeline, \$600 Computers, \$900 Training, \$200 Printing, \$650 WaterLink, \$450 Safety, \$100 Permits, \$50 Subscriptions, \$50 Admin			
250.00	Anderson - Pest Control			
500.00	Republic Services - Disposal Services			
500.00	Aramark - Supplies			
1,500.00	Cintas- Supplies			
250.00	Elecsys - Cell Data Services			
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	Grainco - 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			
20,000.00	Schirott, Luetkehans & Garner, LLC - MOY			
7,000.00	Xerox (Formerly IT Savvy) - Network Support			
200.00	Alexander Kefaloukos - Security			
600.00	Red Wing - Uniforms			
100.00	Elmhurst Occupational Health - New employee			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Soooper Lube - Vehicle Maintenance			
200.00	Sterling - Background Checks			
5,000.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
12,000.00	Accenture - Quarterly Support Fee			
125,000.00	A/C Service Repair - Rebuild Cone Valve for HLP			
28,000.00	American Cast Iron Pipe - Steel Pipe Replacement & Butt Straps			
2,800.00	AMPP - Level 1 Class for Hector Villegas			
2,000.00	Beary - Tanksite Landscaping			
2,000.00	Beary - Landscaping			
2,000.00	Bedrock - Landscaping			
600.00	Core & Main - Pipeline Supplies			
300.00	Dwver - Hydronic Differential Pressure Manometer Calibration Services			
500.00	Ebe's Ace Hardware - Project Supplies			
12,000.00	Electric Power Systems - Breakers Inspection			
1,000.00	Five Star Safety - Repair Operations BW Gas alert Gas Monitors			
700.00	Graybar - Air Filters for Gen Facility and Pump Station UPS			
2,000.00	Home Depot - Project Supplies			
3,200.00	John Sakash - Hoists for Valve Replacement Project			
2,400.00	Lesman - CO Detector Units for Garage			
3,000.00	Maul Sealcoating - Crack Seal for 2025			
200.00	McMaster Carr - Pipeline Supplies			
6,500.00	Municipal Emergency Services - MSA Calibration/Charging Station			

**DUPAGE WATER COMMISSION**  
**ITEMS TO BE PAID BY 10-16-25**  
**Board Meeting Date: September 18, 2025**

13,000.00	Municipal Emergency Services - MSA Portable Gas Monitors
300.00	Niffisk - Annual Inspection of Floor Scrubber
500.00	Office Depot - Office Supplies
8,000.00	Painters Inc - Painting of fence, parapet and gates
2,000.00	Program One - Window Cleaning
700.00	Rittertech - Couplings for Chlorine Pumps
2,800.00	Schneider - Additional Door Parts for Access Controls
10,000.00	Sonetics - Communication Headsets
1,200.00	Specialty Mat - Mat Service
2,000.00	Thermocense - RTD Sensor Related Parts
1,200.00	Unconventional Solutions - Pipeline Supplies
16,000.00	Volt - Annual IR Scanning of Equipment
200,000.00	Consor - Source Water Project
10,000.00	Tai Ginsberg - Source Water Project
10,000.00	Marquardt & Humes
650,000.00	LAN - WaterLink
1,000.00	DLC - Annual Test Point Survey
25,000.00	Burns & McDonnell - WaterLink Program Management
27,000.00	Burns & McDonnell - Hydraulic Modeling
35,000.00	AECOM - Lombard MS/PAS Design)
6,000.00	AECOM - Tollway
20,000.00	Arcadis US - Risk/Resilience Gap Analysis
125,000.00	CDM Smith - MVSWGR Report and Design
50,000.00	Strand - MVSWGR Report & Design Resident Engineering
11,100.00	Physicians/Wellnow - Employee OSHA Req'd Exams
81,000.00	Benchmark - R-71-25 President Street
2,500.00	DLC - Quarterly Rectifiers Inspection
10,000.00	McWilliams - R-44-25 Electric Panels
300,000.00	Baxter & Woodman/Boller - SCADA
60,000.00	Carollo - SCADA
40,000.00	Strand - SCADA & Switchgear Improvement Project
60,000.00	Schneider - Access Controls, Misc Items
6,000.00	Triton Electronics - Equipment Calibration
1,000.00	Dwyer - Equipment Calibration
10,000.00	Concentric - Meter Shop PC Upgrade
30,000.00	Tyler - Incode Annual Fees
300.00	City of Elmhurst - Quarterly Service
10,000.00	Julie - Quarterly Service
<hr/>	
2,979,425.00	



**Resolution #:** O-10-25

**Account:** 01-80-852010

**Approvals:** *Author / Manager / Finance / Admin*

**AS JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 9/11/2025

**Description:** **Ordinance to Approve Negotiation Authority for Property (Easement) Acquisitions Associated with the WaterLink Pipeline Project**

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

Ordinance No. O-10-25 would authorize the General Manager, his staff and the Commission's attorneys and consultants to initiate negotiations for the acquisition of easements determined to be necessary to construct the WaterLink Pipeline Project.

In order to construct nearly 30 miles of pipeline needed for the WaterLink Pipeline Project, numerous easements through privately-owned properties will be required. While the project design seeks to minimize impacts to the impacted private properties by maintaining the alignment along the perimeter wherever possible, temporary and permanent easements will need to be negotiated by the Commission to acquire the necessary rights to construct the pipeline and maintain it into the future.

Each easement will be brought to the Board for approval on two occasions. The first approval will grant the General Manager and staff the authority to initiate negotiations and make an offer to the property owner up to a designated amount. The second will be to formally approve the final amount of compensation agreed upon by both parties. These actions will be brought forward for approval in groups, based on project prioritization and the progress of negotiations.

Additional details regarding the acquisition of easements to be discussed during Executive Session.

### Recommended Motion:

To adopt Ordinance No. O-10-25



DUPAGE WATER COMMISSION

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**ORDINANCE NO. O-10-25**

---

AN ORDINANCE AUTHORIZING THE NEGOTIATION FOR THE ACQUISITION OF EASEMENTS BY THE  
DUPAGE WATER COMMISSION OVER CERTAIN PROPERTY FOR THE PURPOSE OF PROVIDING  
WATER TO THE VILLAGE OF MONTGOMERY, THE VILLAGE OF OSWEGO  
AND THE UNITED CITY OF YORKVILLE

WHEREAS, the DuPage Water Commission (the “Commission”) is a duly authorized and existing Water Commission created and existing pursuant to Illinois law, including but not limited to the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et seq.*; and

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that Water Commissions shall have the power to construct any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances thereto (the “Waterworks Improvements”); and

WHEREAS, the Commission has entered into Water Purchase and Sale Agreements with the Village of Montgomery, the Village of Oswego and the United City of Yorkville (collectively the “Water Purchase and Sale Agreements”); and

WHEREAS, the Water Purchase and Sale Agreements and other related agreements with the Village of Montgomery, the Village of Oswego and the United City of Yorkville (the “Municipalities”) require that the Commission construct Waterworks Improvements in order to provide water service to the Municipalities; and

WHEREAS, the Commission hereby finds it in the best interests of the Commission and hereby instructs the General Manager and his staff to take the necessary steps to construct the Waterworks Improvements that are necessary to comply with the terms of the Purchase and Sale Agreements; and

WHEREAS, the statutes of the State of Illinois pertaining to such matters provide that Water Commissions shall have the power to acquire lands for the purpose of, *inter alia*, constructing any waterworks improvements or extensions of mains, pumping stations, reservoirs or other appurtenances thereto; and

WHEREAS, the Board of Commissioners of the Commission deem it advisable and in the public interest and welfare to acquire easements over real estate for the purpose of constructing Waterworks Improvements to provide water service to the Municipalities; and

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Commission has obtained title commitments identifying the record title holders of the real estate described in the attached Exhibits 1 through 4; and

WHEREAS, the Board of Commissioners of the Commission find that the easements over the parcels of real estate as described in the attached Exhibits 1 through 4 should be acquired and are necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, the Board of Commissioners of the Commission, find that the easements shall be in the form substantially similar to the ones attached to each Exhibit hereto; and

WHEREAS, the Commission has determined a valuation for said easement over each parcel, which it believes to represent a fair amount to be offered to the owners of said property.

NOW, THEREFORE, be it ordained by the Board of Commissioners of the DuPage Water Commission, a Water Commission Authority existing under the laws of the State of Illinois, as follows:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: That it is necessary and desirable that the easements over the real estate described in Exhibits 1 through 4 attached hereto, be acquired by the Commission for one or more of the purposes set forth.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and consultants be, and hereby are, authorized and directed to negotiate for the acquisition of the easements described in Exhibits 1 through 4, based on the appraisal information obtained on the

subject real estate, and in accordance with the directives received from the Board of Commissioners of the DuPage Water Commission.

SECTION FOUR: The Clerk for the Commission may provide certified copies of said Ordinance upon proper request from the general public.

SECTION FIVE: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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

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

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2025/O-10-25.docx

**GRANT OF  
PERMANENT EASEMENT  
TO DUPAGE WATER COMMISSION**

\_\_\_\_\_,  
their successors, assigns, heirs, administrators and  
executors (hereinafter collectively referred to as  
“Grantor”), for and in consideration of the sum of  
\_\_\_\_\_ and No/100 Dollars  
(\$ \_\_\_\_\_), and other good and valuable  
consideration, in hand paid by DuPAGE WATER  
COMMISSION, a County Water Commission and  
Public Corporation under 65 ILCS 5/11-135-1, et  
seq. and 70 ILCS 3720/1, et seq. (hereinafter  
“Grantee”), the sufficiency and receipt of which is  
hereby acknowledged, do hereby give and grant  
unto said Grantee, its successors and assigns, a  
perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating,  
renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other  
facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across  
the following described property (hereinafter “Easement Premises”):

SEE EXHIBIT “A” ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee’s Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee’s Facilities or the Easement Premises, shall not interfere with Grantee’s access to the Easement Premises or Grantee’s Facilities, and shall not connect or permit the connection of Grantee’s Facilities to any of Grantor’s facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the original installation of Grantee’s Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2025.

**[OWNER NAME]**

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

This document prepared by  
and returned to:

Phillip A. Luetkehans, Esq.  
Luetkehans, Brady, Garner & Armstrong, LLC  
2700 International Drive  
Suite 305  
West Chicago, IL 60185

Property Address:

\_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

Notary Public



**EXHIBIT A**

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2  
Section: 12-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0106 Permanent Easement

Index No.:



That part of the Northwest Quarter of Section 12, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the northwest corner of the Northeast Quarter of said Northwest Quarter; thence South 01 degrees 03 minutes 09 seconds East along the west line of said Northeast Quarter of the Northwest Quarter a distance of 140.00 feet, to a line 140.00 feet south of and parallel with the north line of said Northwest Quarter; thence North 89 degrees 04 minutes 52 seconds East along said parallel line a distance of 10.00 feet, to a line 10.00 feet east of and parallel with the west line of said Northeast Quarter of the Northwest Quarter; thence North 01 degrees 03 minutes 09 seconds West along said parallel line a distance of 140.00 feet, to said north line of the Northwest Quarter; thence South 89 degrees 04 minutes 52 seconds West along said north line a distance of 10.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.032 acres, more or less or 1,400 square feet, more or less.

**GRANT OF  
PERMANENT EASEMENT  
TO DUPAGE WATER COMMISSION**

\_\_\_\_\_,  
their successors, assigns, heirs, administrators and  
executors (hereinafter collectively referred to as  
“Grantor”), for and in consideration of the sum of  
\_\_\_\_\_ and No/100 Dollars  
(\$ \_\_\_\_\_), and other good and valuable  
consideration, in hand paid by DuPAGE WATER  
COMMISSION, a County Water Commission and  
Public Corporation under 65 ILCS 5/11-135-1, et  
seq. and 70 ILCS 3720/1, et seq. (hereinafter  
“Grantee”), the sufficiency and receipt of which is  
hereby acknowledged, do hereby give and grant  
unto said Grantee, its successors and assigns, a  
perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating,  
renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other  
facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across  
the following described property (hereinafter “Easement Premises”):

SEE EXHIBIT “A” ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to  
Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does  
not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement  
provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the  
Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee’s  
Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to  
be obstructed Grantee’s Facilities or the Easement Premises, shall not interfere with Grantee’s access to the  
Easement Premises or Grantee’s Facilities, and shall not connect or permit the connection of Grantee’s  
Facilities to any of Grantor’s facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the  
original installation of Grantee’s Facilities on the Easement Premises and during any subsequent  
maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition  
as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for  
such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent  
upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a  
timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Easement Premises  
may be temporarily removed during original installation or during maintenance, repair, replacement or  
removal of Grantee’s Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and  
restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as  
good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or  
mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2025.

**[OWNER NAME]**

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

This document prepared by  
and returned to:

Phillip A. Luetkehans, Esq.  
Luetkehans, Brady, Garner & Armstrong, LLC  
2700 International Drive  
Suite 305  
West Chicago, IL 60185

Property Address:

\_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

**EXHIBIT A**

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 3)  
Section: 7-37-8  
County: Will  
Job No.: 23-R0494  
Parcel: 0226 Permanent Easement

Index No.: [REDACTED]

That part of the Northeast Quarter of Section 7, all in Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of Outlot A in Marina Terrace, a subdivision of part of said Northeast Quarter of Section 7 and part of the Northwest Quarter of Section 8, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 150329; thence North 83 degrees 51 minutes 30 seconds West along the northwesterly prolongation of the northerly line of said Marina Terrace also being the southerly line of Burnell Property per deed recorded February 1, 1957, as Document Number 117622 a distance of 161.00 feet, to the northerly prolongation of the easterly line of Commerce Road per Document Number 165394 and the Point of Beginning; thence South 42 degrees 50 minutes 04 seconds West along said northerly prolongation a distance of 551.18 feet, to a point that is 440.00 feet north of the most easterly corner of Unit One Commerce Industrial Park, a subdivision of part of said Northeast Quarter of Section 7, according to the plat thereof recorded as Document Number 165394, as measured along said northerly prolongation; thence North 46 degrees 49 minutes 55 seconds West a distance of 35.00 feet along a line the prolongation of which intersects the easterly right of way line of the Burlington Northern Railroad at a point an arc distance of 440.00 feet northerly of the most northerly corner of Lot 3 in said Unit One Commerce Industrial Park, as measured along said easterly right of way line having a radius of 11,509.29 feet; thence North 42 degrees 50 minutes 04 seconds East along a line 35.00 feet northerly of and parallel with said northerly prolongation of the easterly line of Commerce Road a distance of 524.89 feet, to said northwesterly prolongation of the northerly line of Marina Terrace also being the southerly line of said Burnell Property; thence South 83 degrees 51 minutes 30 seconds East along said line a distance of 43.65 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.432 acres, more or less or 18,831 square feet more or less.

**GRANT OF  
PERMANENT EASEMENT  
TO DUPAGE WATER COMMISSION**

\_\_\_\_\_,  
their successors, assigns, heirs, administrators and  
executors (hereinafter collectively referred to as  
“Grantor”), for and in consideration of the sum of  
\_\_\_\_\_ and No/100 Dollars  
(\$ \_\_\_\_\_), and other good and valuable  
consideration, in hand paid by DuPAGE WATER  
COMMISSION, a County Water Commission and  
Public Corporation under 65 ILCS 5/11-135-1, et  
seq. and 70 ILCS 3720/1, et seq. (hereinafter  
“Grantee”), the sufficiency and receipt of which is  
hereby acknowledged, do hereby give and grant  
unto said Grantee, its successors and assigns, a  
perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating,  
renewing, repairing, replacing and removing water mains, manholes and manhole structures, control  
cabinets and other facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon,  
under, along and across the following described property (hereinafter “Easement Premises”), whether below  
grade or above grade:

SEE EXHIBIT “A” ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to  
Grantee; Grantor shall not grant to any other person or entity any easement right or other right to use, the  
Easement Premises below grade, at grade or above grade. Grantor hereby reserves the right to use that  
portion of the Easement Premises that does not contain any above-grade Grantee Facilities in a manner that  
does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent  
Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed,  
within the Easement Premises any structure, equipment or item whose weight or load will cause damage to  
Grantee’s Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or  
permit to be obstructed Grantee’s Facilities, whether below grade or above grade, or the Easement Premises,  
shall not interfere with Grantee’s access to the Easement Premises or Grantee’s Facilities, and shall not  
connect or permit the connection of Grantee’s Facilities to any of Grantor’s facilities at any time whatsoever  
without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the  
original installation of Grantee’s Facilities on the Easement Premises and during any subsequent  
maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition  
as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for  
such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent  
upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a  
timely manner.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,  
directors, employees and tenants harmless from and against all liability, claims, damages, losses and



reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor's access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor's Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor's consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor's Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2025.

**[OWNER NAME]**

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

This document prepared by  
and returned to:

Phillip A. Luetkehans, Esq.  
Luetkehans, Brady, Garner & Armstrong, LLC  
2700 International Drive  
Suite 305  
West Chicago, IL 60185

Property Address:

\_\_\_\_\_  
\_\_\_\_\_  
PIN: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

Notary Public

**EXHIBIT A**

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25-Section 4  
TW-6/25 Section 3  
Section: 12-37-7  
7-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0613 Permanent Easement

Index No.: 

That part of the East Half of Section 12, Township 37 North, Range 7 east of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of the Northeast Quarter of said Section 12; thence North 87 degrees 59 minutes 37 seconds East along the north line of said Northeast Quarter a distance of 10.00 feet, to the Point of Beginning; thence continuing North 87 degrees 59 minutes 37 seconds East along said north line a distance of 15.00 feet, to a line 25.00 feet east of and parallel with the west line of said Northeast Quarter; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 1292.44 feet; thence North 88 degrees 49 minutes 54 seconds East a distance of 10.00 feet, to a line 35.00 feet east of and parallel with said west line of the Northeast Quarter; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 70.00 feet; thence South 88 degrees 49 minutes 54 seconds West a distance of 10.00 feet, to a line 25.00 feet east of and parallel with said west line of the Northeast Quarter; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 995.04 feet; thence South 06 degrees 21 minutes 03 seconds East a distance of 40.12 feet; thence South 28 degrees 51 minutes 03 seconds East a distance of 46.53 feet; thence South 40 degrees 06 minutes 03 seconds East a distance of 16.02 feet; thence South 86 degrees 48 minutes 52 seconds East a distance of 19.87 feet; thence South 41 degrees 48 minutes 52 seconds East a distance of 40.36 feet; thence South 03 degrees 01 minutes 16 seconds West a distance of 45.63 feet, to a line 40.00 feet northerly of and parallel with the northerly line of property conveyed per deed Document Number 95-02377; thence the following 4 courses along lines 40.00 northerly of and parallel with said northerly lines of property conveyed per deed Document Number 95-02377; (1) South 86 degrees 58 minutes 44 seconds East a distance of 383.46 feet; (2) thence South 83 degrees 03 minutes 25 seconds East a distance of 503.26 feet; (3) South 77 degrees 38 minutes 10 seconds East a distance of 142.74 feet; (4) South 65 degrees 29 minutes 53 seconds East a distance of 175.85 feet, to a line 40.00 feet northerly of and parallel with the northerly line of Wormley

Property recorded October 12, 1921 in Deed Book 72, Page 350; thence South 83 degrees 22 minutes 37 seconds East along said parallel line a distance of 383.20 feet, to a non-tangential curve 40.00 feet northwesterly of and concentric with the northwesterly line of the right of way of the Chicago, Burlington and Quincy Railroad Company; thence northeasterly along said non-tangential curve to the left, having a radius of 11,369.20, an arc length of 117.52 feet, a chord bearing of North 59 degrees 11 minutes 21 seconds East, and a chord distance of 117.52 feet; thence South 30 degrees 59 minutes 04 seconds East a distance of 40.00 feet, to a non-tangential curve being the northwesterly line of said right of way of the Chicago, Burlington and Quincy Railroad Company; thence southwesterly along said non-tangential curve to the right, having a radius of 11,409.20, an arc length of 131.30 feet, a chord bearing of South 59 degrees 13 minutes 23 seconds West, and a chord distance of 131.30 feet, to said northerly line of Wormley Property recorded October 12, 1921 in Deed Book 72, Page 350; thence North 83 degrees 22 minutes 37 seconds West along said northerly line a distance of 402.92 feet, to said northerly line of property conveyed per deed Document Number 95-02377; thence the following 4 courses along northerly lines of said property conveyed per deed Document Number 95-02377; (1) North 65 degrees 29 minutes 53 seconds West a distance of 177.89 feet; (2) North 77 degrees 38 minutes 10 seconds West a distance of 136.59 feet; (3) North 83 degrees 03 minutes 25 seconds West a distance of 500.00 feet; (4) North 86 degrees 58 minutes 44 seconds West a distance of 452.94 feet, to the northwest corner of said property conveyed per deed Document Number 95-02377; thence North 07 degrees 21 minutes 03 seconds West along the northerly prolongation of the westerly line of said property conveyed per deed Document Number 95-02377 a distance of 180.95 feet, to a line 10.00 feet east of and parallel with the west line of said Northeast Quarter of Section 12; thence North 01 degrees 10 minutes 06 seconds West along said parallel line a distance of 2383.34 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 2.659 acres, more or less or 115,812 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2025 by and between

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

(collectively referred to as “Grantor”) and the  
DUPAGE WATER COMMISSION, a County  
Water Commission and Public Corporation under  
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS  
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and  
appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said  
Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s  
property to allow Grantee sufficient space to construct said Facilities under the terms contained  
herein.

**WITNESSETH**

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth  
above are incorporated herein by this reference and made a part of the substantive terms of this  
Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of  
\_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

**3.     Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

**4.     Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee’s consultants or subcontractors (“Grantee’s Agents”). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee’s Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

**5.     Restoration.** Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,



demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

**9. Exceptions.** The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

**10. Damages.** To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

**11. Grantee's Execution.** Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

**12. Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of \_\_\_\_\_ County, Illinois.

**13. Notices.** All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

If to GRANTEE:

Paul May  
General Manager  
DuPage Water Commission  
600 E. Butterfield Road  
Elmhurst, IL 60126  
Email: [may@dpwc.org](mailto:may@dpwc.org)

with a copy to:

Phillip A. Luetkehans, Esq.  
Luetkehans, Brady, Garner & Armstrong, LLC  
2700 International Drive, Suite 305  
West Chicago, IL 60185  
Email: [pal@lbgalaw.com](mailto:pal@lbgalaw.com)

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

**14. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed  
on the day and in the year first written above.

**GRANTOR:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

**This instrument prepared by  
and after recording return to:**

Phillip A. Luetkehans, Esq.  
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC  
2700 International Drive, Suite 305  
West Chicago, IL 60185  
[pal@lbgalaw.com](mailto:pal@lbgalaw.com)  
630-773-8500

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

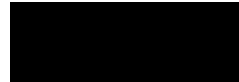
\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25-Section 4  
TW-6/25 Section 3  
Section: 12-37-7  
7-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0613 Temporary Easement

Index No.:



That part of the East Half of Section 12, Township 37 North, Range 7 east of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of the Northeast Quarter of said Section 12; thence North 87 degrees 59 minutes 37 seconds East along the north line of said Northeast Quarter a distance of 25.00 feet, to a line 25.00 feet east of and parallel with the west line of said Northeast Quarter and the Point of Beginning; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 1292.44 feet; thence North 88 degrees 49 minutes 54 seconds East a distance of 10.00 feet, to a line 35.00 feet east of and parallel with said west line of the Northeast Quarter; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 70.00 feet; thence South 88 degrees 49 minutes 54 seconds West a distance of 10.00 feet, to a line 25.00 feet east of and parallel with said west line of the Northeast Quarter; thence South 01 degrees 10 minutes 06 seconds East along said parallel line a distance of 995.04 feet; thence South 06 degrees 21 minutes 03 seconds East a distance of 40.12 feet; thence South 28 degrees 51 minutes 03 seconds East a distance of 46.53 feet; thence South 40 degrees 06 minutes 03 seconds East a distance of 16.02 feet; thence South 86 degrees 48 minutes 52 seconds East a distance of 19.87 feet; thence South 41 degrees 48 minutes 52 seconds East a distance of 40.36 feet; thence South 03 degrees 01 minutes 16 seconds West a distance of 45.63 feet, to a line 40.00 feet northerly of and parallel with the northerly line of property conveyed per deed Document Number 95-02377; thence the following 4 courses along lines 40.00 northerly of and parallel with said northerly lines of property conveyed per deed Document Number 95-02377; (1) South 86 degrees 58 minutes 44 seconds East a distance of 383.46 feet; (2) thence South 83 degrees 03 minutes 25 seconds East a distance of 503.26 feet; (3) South 77 degrees 38 minutes 10 seconds East a distance of 142.74 feet; (4) South 65 degrees 29 minutes 53 seconds East a distance of 175.85 feet, to a line 40.00 feet northerly of and parallel with the northerly line of Wormley Property recorded October 12, 1921 in Deed Book 72, Page 350; thence South 83 degrees 22 minutes 37 seconds East along said

parallel line a distance of 383.20 feet, to a non-tangential curve 40.00 feet northwesterly of and concentric with the northwesterly line of the right of way of the Chicago, Burlington and Quincy Railroad Company; thence northeasterly along said non-tangential curve to the left, having a radius of 11,369.20, an arc length of 117.52 feet, a chord bearing of North 59 degrees 11 minutes 21 seconds East, and a chord distance of 117.52 feet; thence South 30 degrees 59 minutes 04 seconds East a distance of 40.00 feet, to a point on a non-tangential curve being the northwesterly line of said right of way of the Chicago, Burlington and Quincy Railroad Company which point is an arc distance of 131.30 feet northeasterly of said northerly line of Wormley Property recorded October 12, 1921 in Deed Book 72, Page 350, as measured along said right of way line; thence northeasterly along said non-tangential curve to the left, having a radius of 11,409.20, an arc length of 60.00 feet, a chord bearing of North 58 degrees 44 minutes 34 seconds East, and a chord distance of 60.00 feet; thence North 30 degrees 59 minutes 04 seconds West a distance of 100.00 feet, to a non-tangential curve 100.00 feet northwesterly of and concentric with said northwesterly line of the right of way of the Chicago, Burlington and Quincy Railroad Company; thence southwesterly along said non-tangential curve to the right, having a radius of 11,309.20, an arc length of 156.90 feet, a chord bearing of South 58 degrees 59 minutes 09 seconds West, and a chord distance of 156.90 feet, to a line 100.00 feet northerly of and parallel with said northerly line of Wormley Property recorded October 12, 1921 in Deed Book 72, Page 350; thence North 83 degrees 22 minutes 37 seconds West along said parallel line a distance of 353.58 feet, to a line 100.00 feet northerly of and parallel with said northerly line of property conveyed per deed Document Number 95-02377; thence the following 4 courses along lines 100.00 northerly of and parallel with said northerly lines of property conveyed per deed Document Number 95-02377; (1) North 65 degrees 29 minutes 53 seconds West a distance of 172.79 feet; (2) North 77 degrees 38 minutes 10 seconds West a distance of 151.96 feet; (3) North 83 degrees 03 minutes 25 seconds West a distance of 508.16 feet; (4) North 86 degrees 58 minutes 44 seconds West a distance of 363.86 feet; thence North 28 degrees 51 minutes 03 seconds West a distance of 100.40 feet; thence North 06 degrees 21 minutes 03 seconds West a distance of 26.69 feet, to a line 80.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 10 minutes 06 seconds West along said parallel line a distance of 937.55 feet; thence North 88 degrees 49 minutes 54 seconds East a distance of 10.00 feet, to a line 90.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 10 minutes 06 seconds West along said parallel line a distance of 180.00 feet; thence South 88 degrees 49 minutes 54 seconds West a distance of 10.00 feet, to a line 80.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 10 minutes 06 seconds West along said parallel line a distance of 1238.24 feet, to said north line of the Northeast Quarter; thence South 87 degrees 59 minutes 37 seconds West along said north line a distance of



55.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 5.611 acres, more or less or 244,405 square feet, more or less.