



AGENDA – Board of Commissioners

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

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
- III. Public Comments (limited to 3 minutes per person)
- IV. 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 January 15, 2026 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of January 15, 2026. (Roll Call)

VI. Treasurer's Report

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

RECOMMENDED MOTION: To accept the January 2026 Treasurer's Reports (Voice Vote).

VII. Committee Reports

A. Finance Committee

1. Report of 2/19/26 Finance Committee
2. Resolution No. R-12-26: A Resolution Approving the Contract Extension with Arthur J. Gallagher for Insurance Brokerage Services, at a not to exceed amount to \$30,385 per year.

(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-14-26: A Resolution Approving Mercer Investments, LLC for Investment Consulting Services and Authorizing the General Manager to Execute Documents in Furtherance Thereof

(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)

B. Administration Committee

1. Report of 2/19/26 Administration Committee
2. Request for Board Action: Travel and related expenses for two (2) Commission employees for Factory Control Panel QA/QC Testing for Medium Voltage Switchgear in Cucamonga CA, travel and related expenses for three (3) employees to attend AWWA ACE in Washington DC.

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

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

4. Request for Board Action: Authorization of a Consulting Agreement with Tai, Ginsberg & Associates, in an amount not to exceed \$120,000 for a 12-month term.

(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 4 under the Administration Committee Report section of the agenda. (Roll Call)

C. Engineering & Construction Committee

1. Report of 2/19/26 Engineering & Construction Committee
2. Resolution No. R-13-26: A Resolution Approving a 1-Year Extension of Contract QR-10/24 with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc., at no cost.

(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-15-26: Approval of Amendment #2 to Task Order #1 of a Master Services Agreement with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor at a not to exceed cost of \$500,000.

(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-16-26: A Resolution Authorizing the General Manager to Purchase Frame and Lids from a Sole Source Manufacturer, Neenah Foundry Co., at a Cost Not-to-Exceed \$27,552.00.

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

5. Resolution No. R-17-26: A Resolution Approving and Ratifying a 2nd Amendment to Task Order No. 02 Under a Master Contract with CDM Smith, Inc., at a not to exceed cost of \$206,134.72.

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

6. Resolution No. R-18-26: A Resolution Authorizing the Execution of Task Order No. 01 for Major Maintenance at the Lexington Pump Station and Including Material and Labor Services, estimated expense Not-To-Exceed \$363,840, reimbursable by the City of Chicago in an amount up to \$216,288.

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

7. Resolution No. R-19-26: A Resolution Approving and Ratifying a First Amendment to Task Order No. 02 Under a Master Services Agreement with Jacobs Associates dba Delve Underground and Authorization of Additional Work Under Task Order No. 02, at a cost of \$30,000 for this assignment.

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

8. Resolution No. R-20-26: A Resolution Awarding a Contract for the Construction of the West Feeder Main From Harvey Road to Collins Road (Contract FW-1/25 Section 1), with Bolder Contractors, LLC., at a cost of \$29,256,404.20.

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

9. Resolution No. R-21-26: A Resolution Awarding a Contract for the Construction of the West Feeder Main From Collins Road to Minkler Road, Contract FW-1/25 Section 2, with D. Construction, Inc. & Benchmark Construction Co., Inc Joint Venture, at a cost of \$25,548,000.00.

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

RECOMMENDED MOTION: To adopt item numbers 2 through 9 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. January 2026

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$10,634,979.95 DWC, \$227,178.60 WaterLink (January 2026) subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

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

2. Approval of Accounts Payable estimated invoices

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$1,663,125.00 DWC, \$6,028,500.00 WaterLink (January 2026) subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

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

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).

RECOMMENDED MOTION: To come out of Executive Session (Roll Call)

XIII. Matters referred from Executive Session

A. Ordinance O-03-26: An Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the City of Yorkville, Phase III

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

XIV. Adjournment

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

**Minutes of a Meeting
of the**

BOARD OF COMMISSIONERS

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

January 15, 2026

I. The meeting was called to order by Chairman Zay at 6:31 PM

II. Roll Call

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

Commissioners absent: S. Greaney

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

III. Public Comments

No Public Comment was offered.

IV. Presentation by Source Water Project Technical Advisors

General Manager Paul May introduced Mr. Pete Mulvaney (Conzor), who is advising the Commission regarding the plan to advance the regional Source Water Project. Mr. Mulvaney provided a Comprehensive Plan overview including summaries of the Business Case, Communications, Governance, Risk Management and Delivery chapters. General Manager May encouraged 1 on 1 meetings with the Commissioners for in-depth discussions. Commissioner Suess asked for details on Risk Management. Mr. Mulvaney detailed some of the risks involved. Commissioner Van Vooren raised further questions regarding Risk Management. Commissioner Russo added the value of the project and the importance of duality for resilient water service throughout northeastern Illinois. Chairman Zay emphasized the message that this is a project that will provide regional benefit.

V. DWC Cybersecurity – Denis Cuvalo , Systems Engineer/IT Supervisor

Systems Engineer/IT Supervisor, Denis Cuvalo began by introducing best practices followed by the Commission. Cyber Security awareness training for all employees is a valuable tool used to ensure the security of DWC networks.

The Federal Bureau of Investigation invited utilities to their offices to be briefed by the Cybersecurity and Infrastructure Security Agency (CISA), a component of the United States Department of Homeland Security (DHS) responsible for cybersecurity and infrastructure protection. Global Threat Actors were covered as well as examples of reported instances and

attempts in the industry. Cyber Security Performance Goals and Service topics were covered. CISA is available to come onsite to do an assessment and score our network; this will be scheduled in the near future. Artificial Intelligence (AI) is a hot topic and emerging technology; privacy is a concern while engaging with any AI tools. Chairman Zay thanked Mr. Cuvalo and his team for their continued efforts to keep the DWC safe and secure.

VI. Approval of Minutes

Commissioner Honig moved to approve the Minutes of the November 20, 2025 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of November 20, 2025. Seconded by Commissioner Russo. All aye, motion carried.

VII. Treasurer's Report

Treasurer William Fates presented the November and December 2025 Treasurer's Reports consisting of 13 pages each with pages 1 and 2 containing brief summaries of the reports.

November 2025:

Treasurer Fates noted \$152.9 million of cash and investments on page 4, an decrease of \$0.5 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 12 totaling \$147.9 million and noted the market yield on the total portfolio showed 3.84% which is relatively unchanged from the prior month. On page 13, the statement of cash flows showed a breakdown of the \$3.1 million increase in cash and investments for the fiscal year, and operating activities increased by approximately \$1.2 million. Also noted on page 14, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

December 2025

Treasurer Fates noted \$155.4 million of cash and investments on page 4, an increase of \$2.5 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 12 totaling \$148.5 million and noted the market yield on the total portfolio showed 3.79% which is down from the prior month. On page 13, the statement of cash flows showed a breakdown of the \$5.6 million increase in cash and investments for the fiscal year and operating activities increased by approximately \$3.0 million. Also noted on page 14, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

Commissioner Russo moved to accept the November and December 2025 Treasurer's Reports, seconded by Commissioner Cuzzone, unanimously approved by a voice vote. All aye, motion carried.

VIII. Committee Reports

A. Finance Committee

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

The Finance Committee met, although there are no items to bring forward for approval, there were three updates for the Board. The Banking transition is moving forward, with steady progress being made. The Investment Consultant approval will be brought forward at the February meeting.

B. Administration Committee

- Item 1: Commissioner Romano gave a brief committee update.
- Item 2: Request for Board Action: Recommendation for the adoption of an administrative policy regarding the use of Artificial Intelligence (AI)
- Item 3: Request for Board Action: Travel and related expenses for two (2) Commission employees for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, travel and related expenses for one (1) employee to attend training at Utility Locator Staking University in Manteno Illinois.
- Item 4: Resolution No. R-11-26: A Resolution Authorizing the General Manager to Execute a 12-Month Janitorial Service Contract with Multisystem Management Company for Periodic Janitorial Services at the DuPage Pumping Station and Administration Building (No Cost This Action)

Commissioner Romano moved to adopt items 2 through 4 under the Administration Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. Seconded by Commissioner Van Vooren, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: S. Greaney

C. Engineering & Construction Committee

- Item 1: Commissioner Fennell gave a brief committee update.
- Item 2: Resolution No. R-01-26: A Resolution Approving Task Order No. 01 under a Master Contract with GWV Engineers, Inc., Indeterminate Assistance Not-To-Exceed \$20,000 Per Assignment.
- Item 3: Resolution No. R-02-26: A Resolution Approving Certain Work Authorization Orders Under Quick Response Contract QR-13/25, WAO 006 – Benchmark Construction Co., Inc. – Estimated Expense of \$66,828.36.
- Item 4: Resolution No. R-03-26: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QRE-10/24 , WAO 005 – McWilliams Electric Co. Inc. - \$3,915.49.
- Item 5: Resolution No. R-04-26 A Resolution Approving and Authorizing the Execution of a Master Contract with V3 Companies, Ltd., for Professional Consulting Services and Authorization of Task Order No. 1, Task Order No. 01 - Not-To Exceed - \$256,528.

- Item 6: Resolution No. R-05-26: A Resolution Approving and Ratifying Task Order No. 03 Under a Master Contract with Arcadis US, Inc., to Serve as the Environmental Contractor of Choice on the WaterLink Project. Estimated Expense of \$8,300
- Item 7: Resolution N. R-06-26: A Resolution Approving and Ratifying Task Order No. 01 Under a Master Contract with Robinson Engineering, Ltd. to provide Construction Staking Services on the WaterLink Project, Robinson Engineering, Ltd. \$909,648.
- Item 8: Resolution No. R-07-26: A Resolution Awarding a Contract for the Construction of the West Transmission Main along the ComEd R.O.W. From Wolf’s Crossing Road to Harvey Road – Contract TW-6/25 Section 2C, Airy’s, Inc. - \$26,900,617
- Item 9: Resolution No. R-08-26 A Resolution Awarding a Contract for the Construction of the West Transmission Main along the ComEd R.O.W. From Harvey Road to Douglas Road – Contract TW-6/25 Section 3A , D. Construction, Inc. & Benchmark Construction Co., Inc Joint Venture - \$22,748,000.
- Item 10: Resolution No. R-09-26 A Resolution Awarding a Contract for the Construction of the West Transmission Main along the ComEd R.O.W. From Harvey Road to Douglas Road – Contract TW-6/25 Section 3B, D. Construction, Inc. & Benchmark Construction Co., Inc Joint Venture - \$10,188,020.
- Item 11: Resolution No. R-10-26: A Resolution Approving and Authorizing the Execution of a Master Services Agreement with Jacobs Associates dba Delve Underground, for Professional Consulting Services and Authorization of Task Orders No. 01 and No. 02, Task Order Nos. 01 and 02 – Not-To Exceed \$30,000 per Task Order.

Commissioner Fennell moved to adopt items numbers 2 through 11 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures seconded by Commissioner Honig, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: S. Greaney

IX. Accounts Payable

A. November and December 2025

- Item 1: To approve the Accounts Payable in the amount of \$9,821,152.07 (November 2025) disbursements made with the concurrence of the Commission’s Chairman and \$10,820,382.19 (December 2025), subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

Chairman Zay asked for a motion to approve the Accounts Payable in the amount of \$9,821,152.07 (November 2025) disbursements made with the concurrence of the Commission's Chairman and \$10,820,382.19 (December 2025), subject to submission of all contractually required documentation, for invoices that have been received Commissioner Pruyn moved, seconded by Commissioner Russo and unanimously approved by a roll call vote.

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

Nay: None

Absent: S. Greaney

Item 2: To approve the Accounts Payable in the amount of \$1,863,275.00 (November 2025) disbursements made with the concurrence of the Commission's Chairman and \$8,321,275.00 (December 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 approve the accounts payable disbursements with the estimated accounts payable for November and December 2025, Commissioner Romano 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, K. Romano, D. Russo, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: S. Greaney

X. Chairman's Report

Chairman Zay began by thanking staff for their ongoing efforts. Negotiations with the City of Chicago took place at the Commission, but that meeting did not produce significant progress. Since that time, City of Chicago Chief Financial Officer Jill Jaworski has left the City and moved on leaving a notable gap in their negotiating team.

The Lexington Pumping Station lost power recently and ceased pumping of water to DWC. Chairman Zay acknowledged DWC staff for being ever vigilant.

The WaterLink/Book Road project is progressing well, Commissioner visits will be offered in the near future.

The Lobbyists are progressing in their efforts to secure funding for the Source Water Project.

General Manager Paul May notified the Board that a switchgear component needs to be ordered with concurrence of the Board; this item was not available at the time packets were prepared, so it will be ratified at the next meeting.

General Manager May noted that the FY2026-27 Budget will be presented at the February meeting, which commence with a 5:45 Committees 6:00 Committee of the Whole, followed by the regular Commission meeting at 6:30.

Commissioner Suess asked for details regarding the Lexington Pumping Station failure and what the failure protocol is. General Manager May replied that DWC cannot compel the Lexington staff to act, but has been engaging regularly to improve communication.

XI. Old Business

No Old Business was offered.

XII. New Business

No New Business was offered.

XIII. 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), to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11), Commissioner Russo made the motion, seconded by Commissioner Romano and unanimously approved by a roll call vote.

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

Nay: None

Absent: S. Greaney

The Commission went into Executive Session at 7:29 PM.

Commissioner Honig moved to come out of Executive Session at 7:45 PM, seconded by Commissioner Fennell and unanimously approved by a roll call vote .

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

Nay: None

Absent: S. Greaney

Matters referred from Executive Session

- A. Ordinance O-01-26: Ordinance to Approve Negotiation Authority for Property (Easement) Acquisitions Associated with the WaterLink Pipeline Project, Phase I.

Chairman Zay asked for a motion to approve Ordinance O-01-26: Ordinance to Approve Negotiation Authority for Property (Easement) Acquisitions Associated with the WaterLink Pipeline Project, Phase I. Commissioner Romano moved, seconded by Commissioner Russo, unanimously approved by a Roll Call vote.

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

Nay: None

Absent: S. Greaney

- B. Ordinance O-02-26: An Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the City of Yorkville, Phase III

Chairman Zay asked for a motion to approve Ordinance O-02-26: An Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the City of Yorkville, Phase III. Commissioner Romano moved, seconded by Commissioner Honig, unanimously approved by a Roll Call vote.

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

Nay: None

Absent: S. Greaney

XIV. Adjournment

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

Meeting adjourned at 7:47 PM.



MEMORANDUM

To: Chairman and Commissioners
From: Bill Fates, Treasurer
Date: 2/10/2026
Subject: TREASURER'S REPORT – January 31, 2026

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

Summary of Cash & Investments (Page 4)

1. DWC cash and investments totaled \$151.9 million on January 31st, a decrease of \$3.5 million compared to the previous month. The decrease is due to the increase in accounts receivable (\$17.9M) of \$2.1 million in January due to timing of collections and the \$1.7 million purchase of land. Waterlink escrow balances decreased by \$1.3 million.
2. The month end balances in the BMO Harris checking and money market accounts were \$4.7 million and \$8.9 million, respectively.
3. During the month of January, U.S. Treasury increased by \$5.2 million and commercial paper and corporate notes decreased by \$5.8 million.
4. The current holdings of cash and investments are in compliance with the approved investment policy.
5. For the nine months ended January 31, 2026, the Commission's cash and investments increased a total of \$2.1 million. The Waterlink Escrow Account increased by \$23.9 million.
 - The Operating & Maintenance Account decreased by \$2.1 million for an ending balance of \$13.7 million.
 - The General Account decreased by approximately \$2.1 million for an ending balance of \$3.2 million, in part due to the purchase of land for \$1.7 million in January 2026.
 - The Operating Reserve Account increased by approximately \$1.6 million for a balance of \$54.4 million.
 - The Long-Term Capital Reserve Account increased by approximately \$1.4 million for a balance of \$29.4 million, which includes a \$600,000 transfer from the General Fund.

- The Capital Reserve Fund increased by approximately \$1.6 million for a balance of \$51.3 million.

ACCOUNT	Balance 4/30/2025	1/31/2026	Increase (Decrease)
Operations & Maintenance	\$ 13,910,843	\$ 13,652,856	\$ (257,987)
General Account	5,295,626	3,153,321	(2,142,305)
Operating Reserve	52,796,982	54,386,719	1,589,737
Long-Term Capital Reserve	28,073,976	29,433,790	1,359,814
Capital Reserve	49,691,109	51,265,390	1,574,281
Total Cash & Investments	\$ 149,768,536	\$ 151,892,076	\$ 2,123,540
Waterlink Escrow	35,673,160	59,562,863	23,889,703

Schedule of Investments (Pages 5-12)

1. The average yield to maturity on the Commission’s investments was 3.75%, down from the prior month average yield to maturity of 3.79%. The amortized cost of our investments was \$147.2 million on January 31st. The average yield to maturity on Waterlink’s investments was 3.675%.
2. The portfolio ended the month of January 2026 with \$298,000 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 33%, >1<3 years 38%, >3<5 years 21%, and >5 years 8%.

Statement of Cash Flows (Page 13)

1. The statement of cash flow shows a breakdown of the \$2.1 million increase in cash and investments for the fiscal year. Waterlink escrow funds increased \$23.9 million.
2. Operating activities increased cash by approximately \$1.4 million as of the end of January 2026.
3. The decrease in Loans Receivable increased cash by approximately \$375,000.
4. Capital Assets purchased were \$4.2 million.
5. Cash flow from investment activity generated approximately \$4.4 million of income.

Reserve Analysis (Page 14)

1. The Operating Reserve account was \$54.4 million, which is approximately 124 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was \$11.5 million, which is a balance currently sufficient to cover an estimated 26 days of normal operation and maintenance costs.
2. The reserve analysis report shows the Commission has met recommended reserve balances for the Operating Reserve, Long-Term Water Capital, and Capital Account less Waterlink and Alternative Water Source projects on January 31st.

Respectfully submitted,

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

Bill Fates, CPA
Treasurer

DuPAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 1/31/2026

FUNDS CONSIST OF:	1/31/2026	12/31/2025	Increase/(Decrease)
PETTY CASH	\$ 1,300.00	\$ 1,300.00	\$ -
OPERATING & MAINTENANCE	4,710,114.42	6,869,705.21	(2,159,590.79)
TOTAL CASH	\$ 4,711,414.42	\$ 6,871,005.21	\$ (2,159,590.79)
BMO HARRIS MONEY MARKET FUNDS	\$ 8,941,441.32	\$ 8,921,263.87	\$ 20,177.45
IIIT MONEY MARKET FUNDS	2,794,754.28	2,528,910.79	265,843.49
U. S. TREASURY INVESTMENTS	69,605,352.51	64,415,447.91	5,189,904.60
U. S. AGENCY INVESTMENTS	4,824,922.01	4,816,783.64	8,138.37
MUNICIPAL BONDS	1,545,120.34	1,545,155.06	(34.72)
COMMERCIAL PAPER	2,732,500.04	3,382,418.89	(649,918.85)
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	26,742,201.94	27,122,976.23	(380,774.29)
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	29,994,368.81	35,748,171.09	(5,753,802.28)
TOTAL INVESTMENTS	\$ 147,180,661.25	\$ 148,481,127.48	\$ (1,300,466.23)
DWC TOTAL CASH AND INVESTMENTS	\$ 151,892,075.67	\$ 155,352,132.69	\$ (3,460,057.02)
WATERLINK CASH	\$ 8,627,939.38	\$ 22,943,299.18	\$ (14,315,359.80)
WATERLINK INVESTMENTS	50,934,923.31	37,873,403.12	13,061,520.19
WATERLINK ESCROW	\$ 59,562,862.69	\$ 60,816,702.30	\$ (1,253,839.61)

	1/31/2026	12/31/2025	% CHANGE
BMO HARRIS MONEY MARKET FUNDS	6.0%	6.0%	10.5%
IIIT MONEY MARKET FUNDS	1.9%	1.7%	0.2%
U. S. TREASURY INVESTMENTS	47.3%	43.4%	8.1%
U. S. AGENCY INVESTMENTS	3.3%	3.2%	0.2%
MUNICIPAL BONDS	1.0%	1.0%	0.0%
COMMERCIAL PAPER	1.9%	2.3%	-19.2%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	18.2%	18.3%	-1.4%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	20.4%	24.1%	-16.1%
TOTAL INVESTMENTS	100.0%	100.0%	-0.9%

Note 1 - Investments are carried at amortized cost.

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
January 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/26	
Water Fund Oper. & Maint. Acct. (01-121103)											
BMO Harris - Money Market	2.663%	01/31/26	02/01/26	1	2.663%	\$ 8,941,441.32	\$ 8,941,441.32	0.00	\$ 8,941,441.32	-	
Water Fund General Account (01-121700)											
IIIT - Money Market	3.710%	01/31/26	02/01/26	1	3.710%	420,820.63	420,820.63	0.00	420,820.63	-	
Manhattan Asset Fdg	0.000%	09/30/25	02/09/26	9	4.000%	620,000.00	610,906.67	8,542.22	619,448.89	-	
Sumitomo Mitsue Trust NY	0.000%	12/09/25	03/06/26	34	3.910%	1,125,000.00	1,114,369.69	6,598.12	1,120,967.81	-	
Ionic Funding LLC	0.000%	01/20/26	04/17/26	76	3.800%	1,000,000.00	990,816.67	1,266.67	992,083.34	-	
	Weighted Avg Maturity			38		3.866%	\$ 3,165,820.63	\$ 3,136,913.66	\$ 16,407.01	\$ 3,153,320.67	-
Water Fund Operating Reserve (01-121800)											
IIIT - Money Market	3.710%	01/31/26	02/01/26	1	3.710%	981,575.65	981,575.65	0.00	981,575.65	-	
US Treasury Notes	0.750%	01/05/22	08/31/26	212	1.350%	650,000.00	632,582.03	15,254.82	647,836.85	2,073.90	
US Treasury Notes	0.875%	12/02/21	09/30/26	242	1.210%	600,000.00	590,648.44	8,070.31	598,718.75	1,788.46	
US Treasury Notes	1.250%	02/14/22	11/30/26	303	1.920%	925,000.00	896,563.48	23,529.19	920,092.67	2,001.20	
US Treasury Notes	1.250%	02/14/22	12/30/26	333	1.930%	775,000.00	750,720.70	19,739.71	770,460.41	856.35	
US Treasury Notes	2.250%	10/10/24	02/15/27	380	3.950%	75,000.00	72,161.13	1,551.43	73,712.56	779.55	
US Treasury Notes	4.125%	05/06/25	02/28/27	393	3.880%	535,000.00	537,236.13	(895.41)	536,340.72	9,388.36	
US Treasury Notes	4.500%	03/13/25	05/15/27	469	3.960%	530,000.00	535,879.69	(2,346.55)	533,533.14	5,138.95	
US Treasury Notes	2.375%	07/06/22	05/15/27	469	2.910%	650,000.00	634,333.99	11,533.15	645,867.14	3,326.31	
US Treasury Notes	3.875%	10/06/25	05/31/27	485	3.600%	200,000.00	200,859.38	(164.51)	200,694.87	1,341.35	
US Treasury Notes	3.875%	07/22/25	05/31/27	485	3.870%	590,000.00	590,023.05	(5.68)	590,017.37	3,956.97	
US Treasury Notes	2.625%	06/03/22	05/31/27	485	2.920%	750,000.00	739,716.80	7,553.05	747,269.85	3,407.45	
US Treasury Notes	2.625%	10/11/24	05/31/27	485	3.910%	775,000.00	750,236.33	11,991.04	762,227.37	3,521.03	
US Treasury Notes	3.250%	08/05/22	06/30/27	515	2.780%	850,000.00	868,062.50	(12,875.84)	855,186.66	2,441.99	
US Treasury Notes	3.375%	10/03/24	09/15/27	592	3.520%	600,000.00	597,492.19	1,102.93	598,595.12	7,775.55	
US Treasury Notes	3.500%	10/29/25	09/30/27	607	3.500%	200,000.00	199,984.38	2.20	199,986.58	2,384.62	
US Treasury Notes	3.500%	10/29/25	09/30/27	607	3.500%	250,000.00	249,990.23	1.38	249,991.61	2,980.77	
US Treasury Notes	3.875%	01/21/26	11/30/27	668	3.590%	380,000.00	381,929.69	(30.07)	381,899.62	2,548.56	
US Treasury Notes	3.500%	02/02/23	01/31/28	730	3.640%	650,000.00	645,962.89	2,423.59	648,386.48	62.85	
US Treasury Notes	2.750%	09/03/24	02/15/28	745	3.750%	2,625,000.00	2,540,712.89	33,787.07	2,573,890.96	33,347.49	
US Treasury Notes	3.625%	01/26/26	03/31/28	790	3.610%	175,000.00	175,034.18	0.04	175,034.22	2,161.06	
US Treasury Notes	3.500%	05/02/23	04/30/28	820	3.600%	1,500,000.00	1,493,320.31	3,682.06	1,497,002.37	13,487.57	
US Treasury Notes	1.250%	01/14/26	05/31/28	851	3.550%	200,000.00	189,609.38	208.47	189,817.85	432.69	
US Treasury Notes	1.250%	01/23/26	05/31/28	851	3.640%	210,000.00	198,778.13	113.94	198,892.07	454.33	
US Treasury Notes	3.625%	06/05/23	05/31/28	851	3.700%	750,000.00	747,539.06	1,312.86	748,851.92	4,705.53	
US Treasury Notes	4.375%	11/05/24	08/31/28	943	4.190%	575,000.00	578,661.13	(1,128.61)	577,532.52	10,701.83	
US Treasury Notes	1.500%	01/04/24	11/30/28	1,034	3.970%	650,000.00	578,982.43	30,079.43	609,061.86	1,687.50	
US Treasury Notes	3.500%	01/20/26	12/15/28	1,049	3.650%	115,000.00	114,523.83	5.32	114,529.15	530.77	
US Treasury Notes	1.375%	02/05/24	12/31/28	1,065	4.020%	500,000.00	441,660.15	23,681.23	465,341.38	607.73	
US Treasury Notes	3.875%	06/05/25	12/31/28	1,065	3.960%	825,000.00	822,131.84	409.94	822,541.78	10,890.45	
US Treasury Notes	4.125%	01/21/26	10/31/29	1,369	3.750%	325,000.00	329,214.84	(30.60)	329,184.24	3,444.15	
US Treasury Notes	4.000%	12/05/24	10/31/29	1,369	4.150%	1,200,000.00	1,192,078.13	1,734.35	1,193,812.48	12,331.49	
US Treasury Notes	3.875%	09/04/25	11/30/29	1,399	3.720%	685,000.00	689,174.22	(376.57)	688,797.65	4,594.11	
US Treasury Notes	3.875%	02/07/25	11/30/29	1,399	4.340%	1,000,000.00	980,156.25	3,734.91	983,891.16	6,706.73	
US Treasury Notes	3.875%	01/07/25	12/31/29	1,430	4.360%	775,000.00	758,289.06	3,293.91	761,582.97	2,654.70	
US Treasury Notes	3.500%	03/04/25	01/31/30	1,461	4.070%	850,000.00	828,517.58	3,682.52	832,200.10	82.18	
US Treasury Notes	1.500%	04/03/25	02/15/30	1,476	3.900%	410,000.00	366,773.83	6,819.72	373,593.55	2,841.03	
US Treasury Notes	3.875%	12/26/25	04/30/30	1,550	3.690%	360,000.00	362,657.81	(57.67)	362,600.14	3,583.84	
US Treasury Notes	4.000%	01/15/26	05/31/30	1,581	3.670%	195,000.00	197,559.38	(24.86)	197,534.52	1,350.00	
US Treasury Notes	3.750%	08/05/25	06/30/30	1,611	3.990%	850,000.00	841,068.36	819.50	841,887.86	2,817.68	
US Treasury Notes	3.875%	09/04/25	07/31/30	1,642	3.760%	150,000.00	150,761.72	(57.78)	150,703.94	16.06	
US Treasury Notes	4.125%	10/06/25	08/31/30	1,673	3.680%	960,000.00	978,937.50	(1,156.21)	977,781.29	16,846.41	
US Treasury Notes	4.625%	11/06/25	09/30/30	1,703	3.720%	500,000.00	520,039.06	(896.02)	519,143.04	7,877.75	
US Treasury Notes	3.625%	12/04/25	10/31/30	1,734	3.610%	400,000.00	400,171.88	(4.18)	400,167.70	3,725.14	
US Treasury Notes	3.625%	01/21/26	12/31/30	1,795	3.850%	200,000.00	197,968.75	12.16	197,980.91	640.88	
US Treasury Notes	3.750%	01/07/26	12/31/30	1,795	3.720%	550,000.00	550,837.89	(10.40)	550,827.49	1,823.20	
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	408	2.890%	185,000.00	185,000.00	0.00	185,000.00	2,018.39	
NYC Transitional	4.619%	05/29/25	05/01/29	1,186	4.620%	145,000.00	145,000.00	0.00	145,000.00	1,674.39	
FN AL2092	3.000%	03/06/18	07/01/27	516	2.980%	17,341.01	17,362.69	(18.25)	17,344.44	43.35	
FN AP4718	2.500%	07/20/18	08/01/27	547	2.750%	25,039.91	24,543.02	411.19	24,954.21	52.17	
Fannie Mae Pool	3.500%	04/05/18	02/01/28	731	3.230%	39,465.32	40,365.62	(712.15)	39,653.47	115.11	
Fannie Mae Pool	3.500%	04/05/18	03/01/28	760	3.230%	6,983.85	7,143.17	(124.97)	7,018.20	20.37	
FR ZT1267	2.500%	08/21/19	05/01/28	821	2.320%	27,643.06	28,027.47	(282.70)	27,744.77	57.59	
FN CA1940	4.000%	07/11/18	06/01/28	852	3.640%	31,835.44	32,780.56	(717.21)	32,063.35	106.12	
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	882	2.720%	50,650.43	51,940.44	(991.54)	50,948.90	126.63	
FG J32374	2.500%	02/17/22	11/01/28	1,005	2.220%	82,532.52	83,976.84	(847.08)	83,129.76	171.94	
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,125	3.630%	24,514.43	25,269.01	(517.35)	24,751.66	81.71	
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,431	3.000%	26,880.23	28,459.44	(1,146.13)	27,313.31	78.40	
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,643	2.630%	57,433.33	59,955.01	(1,727.46)	58,227.55	143.58	
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,735	2.960%	54,717.75	58,265.86	(2,391.21)	55,874.65	159.59	

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/26	
FR Z57331	3.000%	02/13/20	12/01/30	1,765	2,600%	106,459.45	110,484.95	(2,208.00)	108,276.95	266.15
FN FM1082	3.000%	08/19/19	09/01/31	2,039	2,720%	63,951.20	65,799.79	(985.01)	64,814.78	159.88
FG G16720	3.500%	01/25/19	11/01/31	2,100	3,340%	56,777.11	57,690.86	(500.32)	57,190.54	165.60
FG G16635	3.000%	04/18/19	02/01/32	2,192	2,930%	104,123.60	104,949.28	(436.47)	104,512.81	260.31
FN FS2986	4.000%	10/21/22	10/01/32	2,435	4,370%	199,671.95	193,744.19	1,940.83	195,685.02	665.57
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,527	3,300%	65,862.15	67,385.22	(811.36)	66,573.86	192.10
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,558	3,730%	25,444.34	26,211.66	(399.14)	25,812.52	84.81
FN CA1455	4.000%	12/20/18	03/01/33	2,586	3,760%	93,922.90	96,366.37	(1,218.40)	95,147.97	313.08
FN BMS830	3.500%	06/05/19	04/01/34	2,982	3,180%	114,500.91	118,794.69	(1,913.61)	116,881.08	333.96
FN FM0047	3.000%	06/17/21	12/01/34	3,226	2,450%	138,978.73	147,773.47	(3,006.25)	144,767.22	347.45
FN FM2694	3.000%	06/05/19	03/01/35	3,316	2,570%	142,788.30	150,463.18	(2,993.20)	147,469.98	356.97
FR SB0759	4.500%	10/18/22	03/01/35	3,316	4,630%	162,027.97	160,002.62	535.17	160,537.79	607.60
FR SB0364	3.500%	06/21/21	06/01/35	3,408	2,830%	126,035.54	135,803.29	(3,209.41)	132,593.88	367.60
FR SB0666	4.000%	05/13/22	06/01/35	3,408	3,750%	242,343.03	248,704.54	(1,798.70)	246,905.84	807.81
FN FM3701	2.500%	07/27/20	07/01/35	3,438	2,040%	133,483.42	141,304.70	(2,872.83)	138,431.87	278.09
FR SB0361	3.000%	03/20/23	07/01/35	3,438	3,530%	229,868.35	217,836.18	2,790.81	220,626.99	574.67
FN FM5714	4.000%	03/19/21	11/01/35	3,561	3,230%	89,836.34	97,865.47	(2,655.09)	95,210.38	299.45
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	425	4,440%	765,000.00	733,055.27	21,755.46	754,810.73	2,067.41
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	700	4,070%	459,772.68	446,733.81	3,619.84	450,353.65	1,121.85
FHMS K140 A1	3.400%	07/14/22	06/01/28	852	3,400%	192,951.20	192,948.87	1.39	192,950.26	546.70
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	882	4,580%	691,979.68	680,248.46	5,885.23	686,133.69	2,411.23
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,005	4,780%	336,403.10	339,544.43	(1,250.79)	338,293.64	1,401.68
FHMS K145 A1	4.455%	05/25/23	11/01/28	1,005	4,460%	601,445.02	601,443.81	0.59	601,444.40	2,232.86
FHMS K143 A1	4.377%	12/15/22	12/01/28	1,035	4,380%	355,299.30	355,293.26	3.13	355,296.39	1,295.95
FHMS K144 A1	4.558%	02/23/23	01/25/29	1,090	4,560%	170,048.60	170,043.34	2.61	170,045.95	645.90
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,125	4,200%	375,000.00	346,567.38	5,330.66	351,898.04	662.50
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,186	4,800%	486,958.95	486,957.49	1.46	486,958.95	1,949.05
FHMS K142 A1	3.902%	09/15/22	07/01/29	1,247	3,900%	257,146.28	257,136.50	4.81	257,141.31	836.15
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,247	4,330%	450,000.00	454,209.30	(1,146.97)	453,062.33	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,247	4,520%	515,000.00	468,368.36	13,135.46	481,503.82	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,309	4,340%	300,000.00	305,996.10	(1,439.85)	304,556.25	1,197.75
FHMS K149 A1	5.007%	02/19/24	09/01/30	1,674	5,010%	522,523.17	522,508.03	4.29	522,512.32	2,180.23
FHMS K551 A2	4.165%	12/05/25	11/01/30	1,735	3,970%	345,000.00	348,044.62	(85.79)	347,958.83	1,197.44
FHR 4096 PA	1.375%	02/26/20	08/01/27	547	1,490%	41,372.85	41,036.69	266.90	41,303.59	47.41
FNR 2012-107 GA	1.500%	12/06/19	09/01/27	578	1,690%	2,574.88	2,539.28	28.08	2,567.36	3.22
FHS 287 150	1.500%	12/27/17	10/01/27	608	1,840%	21,313.54	20,674.13	528.13	21,202.26	26.64
FNR 2012-145 EA	1.250%	02/12/20	01/01/28	700	1,440%	24,396.11	24,050.18	259.66	24,309.84	25.41
FNR 2013-39 MP	1.750%	12/12/19	05/01/28	821	1,860%	66,397.51	65,837.28	406.69	66,243.97	96.83
FNR 2013-19 GE	2.500%	10/30/19	03/01/33	2,586	2,400%	92,686.38	93,700.13	(472.94)	93,227.19	193.10
FHR 5050 XL	1.000%	05/08/19	07/01/36	3,804	1,180%	157,475.26	158,250.33	(349.27)	157,901.06	393.69
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,804	1,820%	111,993.15	109,333.31	732.30	110,065.61	93.33
FHR 4877 CA	3.000%	07/19/24	04/01/34	2,982	2,960%	238,503.94	217,448.52	2,319.25	219,767.77	198.75
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,899	1,690%	286,556.97	260,498.19	2,230.09	262,728.28	238.80
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,569	1,550%	287,094.57	263,857.85	1,763.41	265,621.26	239.25
FNR 2013-75 PC	2.500%	04/20/20	04/01/43	6,269	2,200%	135,303.14	142,617.97	(1,837.32)	140,780.65	281.88
FNR 2015-33 P	2.500%	02/20/20	06/01/45	7,061	2,400%	55,701.25	56,763.05	(249.13)	56,513.92	116.04
FNR 2016-19 AH	3.000%	07/13/20	04/01/46	7,365	2,580%	59,927.56	64,710.06	(1,029.46)	63,680.60	149.82
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,456	1,160%	158,456.88	161,576.50	(657.45)	160,919.05	165.06
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,579	1,830%	100,548.83	104,225.16	(783.90)	103,441.26	167.58
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,461	3,840%	590,571.91	558,574.92	1,580.31	560,155.23	1,722.50
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	375	3,370%	740,000.00	662,492.40	59,754.46	722,246.86	2,917.45
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	389	3,240%	780,000.00	707,608.20	55,361.05	762,969.25	3,469.70
American Honda Finance	4.900%	03/14/24	03/12/27	405	4,890%	100,000.00	100,041.00	(25.05)	100,015.95	1,891.94
American Honda Finance	4.900%	03/13/24	03/12/27	405	4,920%	115,000.00	114,936.75	38.76	114,975.51	2,175.74
BP Cap Markets America	3.588%	05/17/24	04/14/27	438	4,950%	250,000.00	240,860.00	5,205.48	246,065.48	2,666.08
American Honda Finance	4.900%	07/10/24	07/09/27	524	4,950%	345,000.00	344,554.95	223.53	344,778.48	1,033.08
BMW US Capital	4.600%	08/13/24	08/13/27	559	4,600%	185,000.00	184,985.20	7.22	184,992.42	3,971.33
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	709	4,860%	250,000.00	250,000.00	0.00	250,000.00	709.33
National Rural Util Corp	4.750%	02/07/25	02/07/28	737	4,770%	100,000.00	99,956.00	13.77	99,969.77	2,295.83

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
January 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/26	
National Rural Util Corp	4.750%	02/07/25	02/07/28	737	4.650%	130,000.00	130,344.50	(110.98)	130,233.52	2,984.58	
Chevron USA	4.475%	02/26/25	02/26/28	756	4.480%	205,000.00	205,000.00	0.00	205,000.00	3,949.81	
Mars Inc	4.600%	03/12/25	03/01/28	760	4.600%	95,000.00	94,999.05	0.39	94,999.44	1,820.83	
Mars Inc	4.600%	03/12/25	03/01/28	760	4.530%	150,000.00	150,295.50	(86.65)	150,208.85	2,875.00	
Commonwealth Bk	4.423%	03/14/25	03/14/28	773	4.420%	300,000.00	300,000.00	0.00	300,000.00	5,049.59	
Kenvue Inc	5.050%	06/30/25	03/22/28	781	4.120%	280,000.00	286,610.80	(1,404.24)	285,206.56	5,066.83	
Citigroup Inc	4.643%	05/07/25	05/07/28	827	4.640%	390,000.00	390,000.00	0.00	390,000.00	4,225.13	
Cummins Inc	4.250%	05/09/25	05/09/28	829	4.280%	25,000.00	24,982.50	4.06	24,986.56	242.01	
National Secs Clearing	5.000%	04/23/25	05/30/28	850	4.310%	250,000.00	254,195.00	(1,021.34)	253,173.66	2,118.06	
National Secs Clearing	5.000%	11/24/25	05/30/28	850	3.700%	360,000.00	368,992.80	(660.81)	368,331.99	3,050.00	
HSBC USA	4.650%	06/03/25	06/03/28	854	4.650%	400,000.00	400,032.00	(6.58)	400,025.42	2,996.67	
Target Corp	4.350%	06/10/25	06/15/28	866	4.350%	70,000.00	69,999.30	0.23	69,999.53	389.08	
PNC Financial	4.075%	01/26/26	01/26/29	1,091	4.080%	215,000.00	215,000.00	0.00	215,000.00	121.68	
Paccar Financial Corp	3.900%	02/05/26	02/05/29	1,101	3.910%	110,000.00	109,953.80	0.00	109,953.80	-	
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,122	4.510%	200,000.00	202,340.00	(457.68)	201,882.32	4,176.39	
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,122	4.020%	390,000.00	399,909.90	(674.57)	399,235.33	8,143.96	
Merck & Co	3.400%	11/24/25	03/07/29	1,131	3.970%	310,000.00	304,602.90	287.31	304,890.21	4,216.00	
Roche Holdings	4.790%	12/03/25	03/08/29	1,132	4.010%	525,000.00	537,432.00	(591.16)	536,840.84	9,989.15	
KLA Corp	4.100%	11/14/25	03/15/29	1,139	4.080%	405,000.00	405,271.35	(16.21)	405,255.14	6,273.00	
Home Depot	4.900%	12/04/25	04/15/29	1,170	3.970%	185,000.00	190,337.25	(242.06)	190,095.19	2,669.14	
American Express Co	4.731%	04/25/25	04/25/29	1,180	4.730%	220,000.00	220,000.00	0.00	220,000.00	2,775.52	
Northern Trust	3.150%	12/22/25	05/03/29	1,188	3.990%	420,000.00	408,983.40	333.83	409,317.23	3,234.00	
Bank of America Corp	4.623%	05/09/25	05/09/29	1,194	4.620%	390,000.00	390,000.00	0.00	390,000.00	4,106.77	
United Parcel Service	2.500%	06/27/25	09/01/29	1,309	4.280%	180,000.00	167,842.80	1,600.96	169,443.76	1,875.00	
Wells Fargo	4.182%	01/23/26	01/23/30	1,453	4.180%	95,000.00	95,000.00	0.00	95,000.00	88.29	
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,469	4.220%	260,000.00	259,940.20	0.00	259,940.20	-	
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,469	4.210%	290,000.00	290,000.00	0.00	290,000.00	-	
Blackrock Inc	2.400%	06/27/25	04/30/30	1,550	4.300%	290,000.00	266,196.80	2,668.09	268,864.89	1,759.33	
National Secs Clearing	4.700%	05/20/25	05/20/30	1,570	4.710%	415,000.00	414,742.70	33.47	414,776.17	3,846.82	
Citibank NA	4.914%	05/29/25	05/29/30	1,579	4.910%	250,000.00	250,000.00	0.00	250,000.00	2,115.75	
John Deere Capital	4.550%	06/05/25	06/05/30	1,586	4.560%	180,000.00	179,904.60	11.86	179,916.46	1,274.00	
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,596	4.520%	400,000.00	399,648.00	41.02	399,689.02	2,300.00	
Novartis Capital	4.100%	11/05/25	11/05/30	1,739	4.170%	475,000.00	473,575.00	63.73	473,638.73	4,652.36	
Shell Finance US	4.125%	11/06/25	11/06/30	1,740	4.210%	175,000.00	174,328.00	29.37	174,357.37	1,704.43	
Shell Finance US	4.125%	11/06/25	11/06/30	1,740	4.190%	365,000.00	363,923.25	46.41	363,969.66	3,554.95	
Alphabetic Inc	4.100%	11/06/25	11/15/30	1,749	4.110%	40,000.00	39,985.20	0.68	39,985.88	387.22	
Alphabetic Inc	4.100%	11/06/25	11/15/30	1,749	4.070%	270,000.00	270,410.40	(17.44)	270,392.96	2,613.75	
Meta Platforms Inc	4.200%	11/03/25	11/15/30	1,749	4.230%	370,000.00	369,563.40	20.41	369,583.81	3,798.67	
National Rural Util Coop	4.300%	12/10/25	12/10/30	1,774	4.320%	195,000.00	194,816.70	4.76	194,821.46	1,187.88	
Totalenergi Cap USA LLC	4.248%	01/13/26	01/13/31	1,808	4.250%	250,000.00	250,000.00	0.00	250,000.00	531.00	
Totalenergi Cap USA LLC	4.248%	01/13/26	01/13/31	1,808	4.180%	340,000.00	341,054.00	(9.65)	341,044.35	722.16	
Morgan Stanley Bank	4.493%	01/20/26	01/16/32	2,176	4.490%	270,000.00	270,000.00	0.00	270,000.00	370.67	
Goldman Sachs Group	4.516%	01/21/26	01/21/32	2,181	4.520%	270,000.00	270,000.00	0.00	270,000.00	338.70	
Truist Bank	4.136%	01/23/26	10/23/29	1,361	4.230%	540,000.00	538,137.00	10.25	538,147.25	6,079.92	
Weighted Avg Maturity			1,283			3,729%	\$ 55,438,090.93	\$ 54,708,965.04	\$ 337,647.99	\$ 55,046,613.03	\$ 378,457.61
Water Fund L-T Water Capital Reserve (01-121900)											
III - Money Market (PFM Asset Management)	3.710%	01/31/26	02/01/26	1	3.710%	530,341.45	530,341.45	0.00	530,341.45	-	
US Treasury Notes	4.500%	03/13/25	05/15/27	469	3.960%	225,000.00	227,496.09	(996.17)	226,499.92	2,181.63	
US Treasury Notes	3.875%	10/06/25	05/31/27	485	3.600%	100,000.00	100,429.69	(82.25)	100,347.44	670.67	
US Treasury Notes	3.500%	10/29/25	09/30/27	607	3.500%	100,000.00	99,992.19	1.10	99,993.29	1,192.31	
US Treasury Notes	3.500%	10/29/25	09/30/27	607	3.500%	130,000.00	129,994.92	0.72	129,995.64	1,550.00	
US Treasury Notes	3.875%	01/21/26	11/30/27	668	3.590%	200,000.00	201,015.63	(15.83)	200,999.80	1,341.35	
US Treasury Notes	3.625%	01/26/26	03/31/28	790	3.610%	85,000.00	85,016.60	0.02	85,016.62	1,049.66	
US Treasury Notes	1.250%	01/14/26	05/31/28	851	3.550%	100,000.00	94,804.69	104.23	94,908.92	216.35	
US Treasury Notes	1.250%	01/23/26	05/31/28	851	3.640%	110,000.00	104,121.88	59.68	104,181.56	237.98	
US Treasury Notes	1.250%	06/04/21	05/31/28	851	1.230%	275,000.00	275,365.23	(243.49)	275,121.74	594.95	
US Treasury Notes	1.250%	10/03/24	05/31/28	851	3.550%	300,000.00	276,562.50	8,186.78	284,749.28	649.04	
US Treasury Notes	1.000%	08/02/21	07/31/28	912	0.990%	400,000.00	400,203.13	(130.65)	400,072.48	11.05	
US Treasury Notes	1.125%	09/02/21	08/31/28	943	1.070%	200,000.00	200,679.69	(429.00)	200,250.69	957.18	
US Treasury Notes	3.500%	12/03/25	10/15/28	988	3.540%	220,000.00	219,776.56	12.80	219,789.36	2,305.77	
US Treasury Notes	3.125%	05/01/19	11/15/28	1,019	2.470%	150,000.00	158,320.31	(5,889.87)	152,430.44	1,010.01	
US Treasury Notes	3.500%	01/20/26	12/15/28	1,049	3.650%	60,000.00	59,751.56	2.78	59,754.34	276.92	
US Treasury Notes	2.625%	06/03/19	02/15/29	1,111	2.120%	100,000.00	104,406.25	(3,025.80)	101,380.45	1,212.64	
US Treasury Notes	2.625%	04/01/19	02/15/29	1,111	2.490%	150,000.00	151,769.53	(1,224.83)	150,544.70	1,818.95	
US Treasury Notes	2.750%	06/03/22	05/31/29	1,216	2.950%	250,000.00	246,933.59	1,607.64	248,541.23	1,189.90	
US Treasury Notes	3.250%	07/06/22	06/30/29	1,246	2.870%	500,000.00	511,992.19	(6,139.47)	505,852.72	1,436.46	
US Treasury Notes	4.125%	01/21/26	10/31/29	1,369	3.750%	175,000.00	177,269.53	(16.48)	177,253.05	1,854.54	
US Treasury Notes	4.000%	08/23/24	10/31/29	1,369	4.290%	400,000.00	394,265.63	1,937.36	396,202.99	4,110.50	
US Treasury Notes	4.000%	03/05/24	10/31/29	1,369	3.750%	550,000.00	556,359.38	(1,648.17)	554,711.21	5,651.93	
US Treasury Notes	1.750%	02/03/20	11/15/29	1,384	1.560%	250,000.00	254,355.47	(2,668.66)	251,686.81	942.68	
US Treasury Notes	3.500%	02/02/23	01/31/30	1,461	3.590%	285,000.00	283,408.01	682.28	284,090.29	27.56	
US Treasury Notes	1.500%	03/04/22	02/15/30	1,476	1.820%	345,000.00	336,833.20	4,020.15	340,853.35	2,390.63	
US Treasury Notes	3.625%	08/02/24	03/31/30	1,520	3.940%	600,000.00	590,460.94	2,329.95	592,790.89	7,409.34	
US Treasury Notes	3.875%	12/26/25	04/30/30	1,550	3.690%	195,000.00	196,439.65	(31.24)	196,408.41	1,941.25	
US Treasury Notes	0.625%	06/29/20	05/15/30	1,565	0.650%	100,000.00	99,765.62	132.73	99,898.35	134.67	
US Treasury Notes	4.000%	01/15/26	05/31/30	1,581	3.670%	95,000.00	96,246.88	(12.12)	96,234.76	657.69	
US Treasury Notes	0.625%	11/03/21	08/15/30	1,657	1.500%	250,000.00	232,148.44	8,630.67	240,779.11	721.81	

DuPAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 January 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/26	
US Treasury Notes	4.125%	11/05/24	08/31/30	1.673	4.220%	425,000.00	422,808.59	424.77	423,233.36	7,458.05
US Treasury Notes	4.625%	09/03/24	09/30/30	1.703	3.750%	675,000.00	706,851.56	(6,789.31)	700,062.25	10,634.96
US Treasury Notes	0.875%	12/11/20	11/15/30	1.749	0.880%	200,000.00	199,867.19	68.73	199,935.92	377.07
US Treasury Notes	3.625%	01/21/26	12/31/30	1.795	3.850%	100,000.00	98,984.38	6.07	98,990.45	320.44
US Treasury Notes	3.750%	01/04/24	12/31/30	1.795	3.960%	600,000.00	592,242.19	2,089.39	594,331.58	1,988.95
US Treasury Notes	4.125%	06/11/25	07/31/31	2.007	4.240%	125,000.00	124,199.22	74.60	124,273.82	14.24
US Treasury Notes	1.250%	11/03/21	08/15/31	2.022	1.540%	250,000.00	243,369.14	2,878.14	246,247.28	1,443.61
US Treasury Notes	3.750%	12/30/24	08/31/31	2.038	4.510%	190,000.00	181,746.88	1,188.78	182,935.66	3,031.08
US Treasury Notes	4.125%	07/03/25	10/31/31	2.099	3.920%	375,000.00	379,189.45	(344.08)	378,845.37	3,974.02
US Treasury Notes	1.375%	02/22/22	11/15/31	2.114	1.940%	450,000.00	427,517.58	9,111.93	436,629.51	1,333.22
US Treasury Notes	4.125%	09/30/25	11/30/31	2.129	3.820%	400,000.00	406,546.88	(320.36)	406,226.52	2,855.77
US Treasury Notes	4.500%	10/06/25	12/31/31	2.160	3.810%	775,000.00	804,274.41	(1,346.86)	802,927.55	3,082.87
US Treasury Notes	4.375%	07/17/25	01/31/32	2.191	4.190%	210,000.00	212,214.84	(161.14)	212,053.70	25.38
US Treasury Notes	4.125%	08/05/25	02/29/32	2.220	4.140%	300,000.00	299,765.63	15.62	299,781.25	5,264.50
US Treasury Notes	2.875%	09/04/25	05/15/32	2.296	3.990%	195,000.00	182,378.32	683.30	183,061.62	1,207.98
US Treasury Notes	4.000%	10/29/25	07/31/32	2.373	3.770%	100,000.00	101,359.38	(45.44)	101,313.94	11.05
US Treasury Notes	2.750%	01/04/24	08/15/32	2.388	3.990%	575,000.00	523,609.38	12,398.43	536,007.81	7,304.69
US Treasury Notes	4.125%	12/29/22	11/15/32	2.480	3.850%	200,000.00	204,539.06	(1,421.21)	203,117.85	1,777.62
US Treasury Notes	3.750%	01/21/26	11/30/32	2.495	4.040%	125,000.00	122,856.45	8.58	122,865.03	811.30
US Treasury Notes	3.750%	12/26/25	11/30/32	2.495	3.930%	295,000.00	291,808.01	41.58	291,849.59	1,914.66
US Treasury Notes	3.500%	01/07/26	02/15/33	2.572	3.940%	375,000.00	364,877.93	84.45	364,962.38	6,063.18
US Treasury Notes	4.500%	09/04/25	11/15/33	2.845	4.120%	95,000.00	97,504.88	(106.57)	97,398.31	921.13
US Treasury Notes	4.500%	03/04/25	11/15/33	2.845	4.220%	240,000.00	244,762.50	(421.72)	244,340.78	2,327.07
US Treasury Notes	4.250%	04/03/25	11/15/34	3.210	4.150%	200,000.00	201,515.63	(107.34)	201,408.29	1,831.49
US Treasury Notes	4.250%	02/06/25	11/15/34	3.210	4.550%	270,000.00	263,714.06	516.94	264,231.00	2,472.51
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	408	2.890%	55,000.00	55,000.00	0.00	55,000.00	600.06
NYC Transitional	4.930%	05/29/25	05/01/31	1.916	4.930%	150,000.00	150,000.00	0.00	150,000.00	1,848.75
New York H	5.171%	04/29/25	02/01/32	2.192	5.170%	300,000.00	300,000.00	0.00	300,000.00	7,756.50
Oregon St B	4.891%	04/29/25	05/01/32	2.282	4.890%	75,000.00	75,000.00	0.00	75,000.00	917.06
NYC Transitional	5.030%	05/29/25	05/01/32	2.282	5.030%	150,000.00	150,000.00	0.00	150,000.00	1,886.25
FR ZT1267	2.500%	08/21/19	05/01/28	821	2.320%	7,200.06	7,300.19	(73.64)	7,226.55	15.00
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	882	2.720%	11,688.54	11,986.24	(228.82)	11,757.42	29.22
FG J32374	2.500%	02/17/22	11/01/28	1,005	2.220%	25,306.11	25,748.97	(259.73)	25,489.24	52.72
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,125	3.630%	5,200.03	5,360.09	(109.74)	5,250.35	17.33
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,431	3.000%	6,641.03	7,031.19	(283.16)	6,748.03	19.37
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,643	2.630%	8,615.02	8,993.28	(259.12)	8,734.16	21.54
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	1,735	2.960%	9,031.15	9,616.76	(394.67)	9,222.09	26.34
FR Z57331	3.000%	02/13/20	12/01/30	1,765	2.600%	27,181.15	28,208.94	(563.75)	27,645.19	67.95
FN FM1082	3.000%	08/19/19	09/01/31	2,039	2.720%	16,301.33	16,772.54	(251.08)	16,521.46	40.75
FG G16635	3.000%	04/18/19	02/01/32	2,192	2.930%	22,312.22	22,489.13	(93.52)	22,395.61	55.78
FN FS2986	4.000%	10/21/22	10/01/32	2,435	4.370%	65,825.91	63,871.70	639.83	64,511.53	219.42
FN BM5462	3.000%	06/21/19	11/01/32	2,466	2.800%	24,782.12	25,343.59	(276.21)	25,067.38	61.96
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,558	3.730%	7,828.92	8,064.99	(122.79)	7,942.20	26.10
FN CA1455	4.000%	12/20/18	03/01/33	2,586	3.760%	21,051.65	21,599.32	(273.09)	21,326.23	70.17
FN BM5830	3.500%	06/05/19	04/01/34	2,982	3.180%	28,625.24	29,698.68	(478.40)	29,220.28	83.49
FN FM0047	3.000%	06/17/21	12/01/34	3,226	2.450%	42,544.47	45,236.73	(920.28)	44,316.45	106.36
FR SB0759	4.500%	10/18/22	03/01/35	3,316	4.630%	57,867.13	57,143.79	191.13	57,334.92	217.00
FR SB0364	3.500%	06/21/21	06/01/35	3,408	2.830%	37,680.76	40,601.02	(959.51)	39,641.51	109.90
FR SB0666	4.000%	05/17/22	06/01/35	3,408	3.750%	75,446.41	77,426.88	(559.97)	76,866.91	251.49
FN FM3701	2.500%	07/27/20	07/01/35	3,438	2.040%	36,231.23	38,354.16	(779.77)	37,574.39	75.48
FR SB0361	3.000%	03/20/23	07/01/35	3,438	3.530%	74,742.47	70,830.17	907.44	71,737.61	186.86
FN FM5714	4.000%	03/19/21	11/01/35	3,561	3.230%	24,612.65	26,812.41	(727.42)	26,084.99	82.04
FR SB1478	5.000%	04/10/25	02/01/40	5,114	4.960%	238,625.67	239,706.94	(40.22)	239,666.72	994.27
FN FM8086	3.500%	10/15/21	07/01/51	9,282	3.090%	128,084.36	138,191.02	(1,449.47)	136,741.55	373.58
FHMS K737 A1	2.116%	01/22/20	06/01/26	121	2.030%	3,820.63	3,839.71	(17.88)	3,821.83	6.74
FHMS K065 A2	3.243%	06/13/23	04/01/27	425	4.420%	265,000.00	253,934.18	7,536.20	261,470.38	716.16
FHMS K070 A2	3.303%	07/05/24	11/01/27	639	4.890%	275,000.00	261,325.20	6,031.49	267,356.69	756.94
FHMS K140 A1	3.400%	07/14/22	06/01/28	852	3.400%	64,317.03	64,316.23	0.48	64,316.71	182.23
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	882	4.580%	243,385.97	239,259.81	2,069.98	241,329.79	848.09
FHMS K508 A2	4.740%	10/19/23	08/01/28	913	5.260%	250,000.00	244,516.00	2,399.94	246,915.94	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	913	4.990%	255,000.00	251,227.79	1,693.32	252,921.11	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	944	5.600%	190,000.00	183,942.23	2,514.59	186,456.82	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	944	5.070%	250,000.00	247,011.75	1,278.18	248,289.93	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	974	5.140%	90,000.00	89,739.81	107.46	89,847.27	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	998	4.930%	140,000.00	139,597.78	164.67	139,762.45	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,005	4.780%	92,591.19	86,437.87	3,293.80	89,731.67	231.48
FHMS K750 A1	3.000%	11/03/22	11/01/28	1,005	4.260%	119,814.80	120,933.63	(445.48)	120,488.15	499.23
FHMS K145 A1	4.455%	05/25/23	11/01/28	1,005	4.460%	199,069.86	199,069.46	0.20	199,069.66	739.05
FHMS K143 A1	4.377%	12/15/22	12/01/28	1,035	4.380%	116,704.17	116,702.18	1.03	116,703.21	425.68
FHMS K514 A2	4.572%	06/06/24	12/01/28	1,035	4.960%	265,000.00	260,859.38	1,391.02	262,250.40	1,009.65
FHMS K144 A1	4.558%	02/23/23	01/25/29	1,090	4.560%	54,218.38	54,216.69	0.84	54,217.53	205.94
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,066	4.910%	98,262.52	95,359.95	1,304.74	96,664.69	350.80
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,125	4.200%	200,000.00	184,835.94	2,843.01	187,678.95	353.33
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,186	4.800%	253,218.65	253,217.89	0.76	253,218.65	1,013.51
FHMS K142 A1	3.902%	09/15/22	07/01/29	1,247	3.900%	83,722.04	83,718.85	1.57	83,720.42	272.24
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,247	4.330%	240,000.00	242,244.96	(611.72)	241,633.24	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,247	4.550%	270,000.00	245,552.34	6,886.55	252,438.89	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,309	4.340%	160,000.00	163,197.92	(767.92)	162,430.00	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,612	3.340%	228,013.97	196,537.36	8,444.35	204,981.71	169.49

DuPAGE WATER COMMISSION
INVESTMENTS
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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/26
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,674	5.010%	181,747.18	181,741.91	1.50	181,743.41	758.34
FHR 4096 PA	1.375%	02/21/20	08/01/27	547	1.490%	10,729.28	10,642.10	69.22	10,711.32	12.29
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	700	1.440%	6,292.98	6,203.75	66.97	6,270.72	6.56
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	821	1.860%	16,958.11	16,815.02	103.87	16,918.89	24.73
Fannie Mae	2.500%	10/25/19	03/01/33	2,586	2.400%	23,614.40	23,872.68	(120.49)	23,752.19	49.20
Freddie Mac	3.000%	05/03/19	04/01/34	2,982	2.960%	29,072.36	29,215.45	(64.48)	29,150.97	72.68
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,804	1.180%	34,220.14	33,407.39	223.77	33,631.16	28.52
FHR 5050 XL	1.000%	07/19/24	07/01/36	3,804	1.820%	145,176.31	132,359.96	1,411.72	133,771.68	120.98
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,899	1.690%	150,101.27	136,451.43	1,168.14	137,619.57	125.08
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,569	1.550%	151,464.77	139,205.58	930.34	140,135.92	126.22
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,061	2.400%	14,272.18	14,544.24	(63.83)	14,480.41	29.73
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,579	1.830%	25,348.39	26,275.19	(197.62)	26,077.57	42.25
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,461	3.840%	205,898.77	194,743.25	550.96	195,294.21	600.54
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	375	3.370%	245,000.00	219,338.70	19,783.57	239,122.27	965.91
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	389	3.240%	255,000.00	231,333.45	18,098.81	249,432.26	1,134.33
Fannie Mae Notes	0.750%	10/07/20	10/08/27	615	0.770%	210,000.00	209,699.70	227.94	209,927.64	494.38
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,647	0.930%	100,000.00	99,485.00	282.61	99,767.61	427.78
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,323	3.120%	230,000.00	237,378.40	(2,613.44)	234,764.96	1,118.06
BMW US Capital	4.900%	04/02/24	04/02/27	426	4.940%	95,000.00	94,886.95	67.13	94,954.08	1,538.74
BP Cap Markets America	3.588%	05/17/24	04/14/27	438	4.950%	135,000.00	130,064.40	2,810.96	132,875.36	1,439.69
American Honda Finance	4.900%	07/10/24	07/09/27	524	4.950%	185,000.00	184,761.35	119.87	184,881.22	553.97
National Rural Util Corp	4.750%	02/07/25	02/07/28	737	4.650%	55,000.00	54,975.80	7.57	54,983.37	1,262.71
Chevron USA	4.475%	02/26/25	02/26/28	756	4.480%	175,000.00	175,000.00	0.00	175,000.00	3,371.79
Mars Inc	4.600%	03/12/25	03/01/28	760	4.600%	50,000.00	49,999.50	0.21	49,999.71	958.33
Mars Inc	4.600%	03/12/25	03/01/28	760	4.530%	80,000.00	80,157.60	(46.21)	80,111.39	1,533.33
Commonwealth Bk	4.423%	03/14/25	03/14/28	773	4.420%	250,000.00	250,000.00	0.00	250,000.00	4,207.99
Kenvue Inc	5.050%	06/30/25	03/22/28	781	4.120%	150,000.00	153,541.50	(752.27)	152,789.23	2,714.38
Citigroup Inc	4.643%	05/07/25	05/07/28	827	4.640%	200,000.00	200,000.00	0.00	200,000.00	2,166.73
National Secs Clearing	5.000%	11/24/25	05/30/28	850	3.700%	300,000.00	307,494.00	(550.68)	306,943.32	2,541.67
HSBC USA	4.650%	06/03/25	06/03/28	854	4.650%	200,016.00	200,016.00	(3.29)	200,012.71	1,498.33
Target Corp	4.350%	06/10/25	06/15/28	866	4.350%	35,000.00	34,999.65	0.12	34,999.77	194.54
PNC Financial	4.075%	01/26/26	01/26/29	1,091	4.080%	115,000.00	115,000.00	0.00	115,000.00	65.09
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,122	4.510%	110,000.00	111,287.00	(251.72)	111,035.28	2,297.01
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,122	4.020%	210,000.00	215,336.10	(363.23)	214,972.87	4,385.21
Merck & Co	3.400%	11/24/25	03/07/29	1,131	3.970%	165,000.00	162,127.35	152.92	162,280.27	2,244.00
KLA Corp	4.100%	11/14/25	03/15/29	1,139	4.080%	215,000.00	215,144.05	(8.60)	215,135.45	3,330.11
Home Depot	4.900%	12/04/25	04/15/29	1,170	3.970%	100,000.00	102,885.00	(130.84)	102,754.16	1,442.78
American Express Co	4.731%	04/25/25	04/25/29	1,180	4.730%	115,000.00	115,000.00	0.00	115,000.00	1,450.84
Bank of America Corp	4.623%	05/09/25	05/09/29	1,194	4.620%	200,000.00	200,000.00	0.00	200,000.00	2,106.03
United Parcel Service	2.500%	06/27/25	09/01/29	1,309	4.280%	100,000.00	93,246.00	889.42	94,135.42	1,041.67
Roche Holdings	4.203%	10/15/25	09/09/29	1,317	4.060%	200,000.00	200,980.00	(70.35)	200,909.65	3,315.70
Wells Fargo	4.182%	01/23/26	01/23/30	1,453	4.180%	50,000.00	50,000.00	0.00	50,000.00	46.47
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,469	4.220%	50,000.00	49,988.50	0.00	49,988.50	-
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,469	4.210%	250,000.00	250,000.00	0.00	250,000.00	-
National Secs Clearing	4.700%	05/20/25	05/20/30	1,570	4.710%	250,000.00	249,845.00	20.16	249,865.16	2,317.36
Citibank NA	4.914%	05/29/25	05/29/30	1,579	4.910%	250,000.00	250,000.00	0.00	250,000.00	2,115.75
John Deere Capital	4.550%	06/05/25	06/05/30	1,586	4.560%	100,000.00	99,947.00	6.59	99,953.59	707.78
Analog Devices Inc	4.500%	06/16/25	06/15/30	1,596	4.520%	200,000.00	199,824.00	20.51	199,844.51	1,150.00
Novartis Capital	4.100%	11/05/25	11/05/30	1,739	4.170%	260,000.00	259,220.00	34.88	259,254.88	2,546.56
Shell Finance US	4.125%	11/06/25	11/06/30	1,740	4.210%	95,000.00	94,635.20	15.95	94,651.15	925.26
Shell Finance US	4.125%	11/06/25	11/06/30	1,740	4.190%	195,000.00	194,424.75	24.79	194,449.54	1,899.22
Alphabetic Inc	4.100%	11/06/25	11/15/30	1,749	4.070%	90,000.00	90,136.80	(5.81)	90,130.99	871.25
National Rural Util Coop	4.300%	12/10/25	12/10/30	1,774	4.320%	105,000.00	104,901.30	2.56	104,903.86	639.63
Totalenergi Cap USA LLC	4.248%	01/13/26	01/13/31	1,808	4.250%	135,000.00	135,000.00	0.00	135,000.00	286.74
Cummins Inc	4.700%	05/09/25	02/15/31	1,841	4.700%	200,000.00	199,926.00	8.30	199,934.30	6,841.11
Morgan Stanley Bank	4.493%	01/20/26	01/16/32	2,176	4.490%	150,000.00	150,000.00	0.00	150,000.00	205.93
Goldman Sachs Group	4.516%	01/21/26	01/21/32	2,181	4.520%	150,000.00	150,000.00	0.00	150,000.00	188.17
Totalenergi Cap USA LLC	4.569%	01/13/26	01/13/33	2,539	4.570%	290,000.00	290,000.00	0.00	290,000.00	662.51
Truist Bank	4.136%	01/23/26	10/23/29	1,361	4.230%	290,000.00	288,999.50	5.50	289,005.00	3,265.14
Weighted Avg Maturity			1,664		3.778%	\$ 29,900,802.43	\$ 29,629,477.11	\$ 104,301.36	\$ 29,733,778.47	\$ 221,455.09

DuPAGE WATER COMMISSION
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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/26
Capital Reserve (01-122000)										
IIT - Money Market (PFM Asset Management)										
	3.710%	01/31/26	02/01/26	1	3.710%	862,016.55	862,016.55	0.00	862,016.55	-
US Treasury Notes	4.000%	09/03/24	11/30/26	303	3.840%	245,000.00	243,832.42	572.27	244,404.69	460.22
US Treasury Notes	4.000%	12/05/24	01/15/27	349	4.220%	2,830,000.00	2,817,397.66	6,777.91	2,824,175.57	5,316.02
US Treasury Notes	4.125%	12/04/24	02/15/27	380	4.190%	50,000.00	49,931.64	35.34	49,966.98	952.79
US Treasury Notes	2.250%	11/05/24	02/15/27	380	4.180%	1,875,000.00	1,796,923.83	41,564.76	1,838,488.59	19,488.79
US Treasury Notes	4.125%	05/06/25	02/28/27	393	3.880%	510,000.00	512,131.64	(853.57)	511,278.07	8,949.65
US Treasury Notes	4.250%	01/07/25	03/15/27	408	4.220%	2,075,000.00	2,076,053.71	(503.37)	2,075,550.34	33,862.05
US Treasury Notes	4.500%	03/13/25	05/15/27	469	3.960%	500,000.00	505,546.88	(2,213.73)	503,333.15	4,848.07
US Treasury Notes	4.500%	11/17/28	05/15/27	469	3.590%	600,000.00	607,875.00	(1,086.53)	606,788.47	5,817.68
US Treasury Notes	4.500%	02/07/25	05/15/27	469	4.260%	1,600,000.00	1,608,250.00	(3,481.84)	1,604,768.16	15,513.81
US Treasury Notes	3.875%	10/06/25	05/31/27	485	3.600%	140,000.00	140,601.56	(115.15)	140,486.41	938.94
US Treasury Notes	3.875%	07/22/25	05/31/27	485	3.870%	280,000.00	280,010.94	(2.69)	280,008.25	1,877.88
US Treasury Notes	3.125%	09/04/25	08/31/27	577	3.680%	1,725,000.00	1,706,874.02	3,674.01	1,710,548.03	22,932.49
US Treasury Notes	2.250%	01/05/26	11/15/27	653	3.480%	235,000.00	229,831.84	201.89	230,033.73	1,139.30
US Treasury Notes	3.875%	01/21/26	11/30/27	668	3.590%	670,000.00	673,402.34	(53.01)	673,349.33	4,493.51
US Treasury Notes	3.500%	01/21/26	01/31/28	730	3.600%	325,000.00	324,377.93	9.20	324,387.13	31.42
US Treasury Notes	3.500%	01/07/26	01/31/28	730	3.470%	2,150,000.00	2,151,259.77	(37.85)	2,151,221.92	207.87
US Treasury Notes	1.125%	04/03/25	02/29/28	759	3.840%	400,000.00	370,421.88	8,143.74	378,565.62	1,914.36
US Treasury Notes	3.750%	05/21/25	05/15/28	835	3.940%	200,000.00	198,953.13	235.16	199,188.29	1,616.02
US Treasury Notes	3.750%	07/03/25	05/15/28	835	3.690%	1,950,000.00	1,952,970.70	(574.98)	1,952,395.72	15,756.22
US Treasury Notes	1.125%	01/14/26	05/31/28	851	3.550%	400,000.00	379,218.75	416.95	379,635.70	865.38
US Treasury Notes	1.125%	01/23/26	05/31/28	851	3.640%	600,000.00	567,937.50	325.54	568,263.04	1,298.08
US Treasury Notes	3.750%	06/05/25	05/31/28	851	3.890%	1,300,000.00	1,290,351.56	2,040.91	1,292,392.47	8,156.25
US Treasury Notes	4.000%	08/05/25	06/30/28	881	3.890%	1,725,000.00	1,730,053.71	(813.67)	1,729,240.04	6,099.45
US Treasury Notes	4.125%	09/04/25	07/31/28	912	3.650%	1,650,000.00	1,671,462.89	(2,870.43)	1,668,592.46	188.02
US Treasury Notes	3.500%	12/03/25	10/15/28	988	3.540%	385,000.00	384,608.98	22.41	384,631.39	4,035.10
US Treasury Notes	4.875%	12/04/25	10/31/28	1,004	3.500%	1,000,000.00	1,037,617.19	(2,013.92)	1,035,603.27	12,524.17
US Treasury Notes	3.500%	01/20/26	11/15/28	1,019	3.620%	500,000.00	498,378.91	18.41	498,397.32	3,770.72
US Treasury Notes	3.500%	01/22/26	11/15/28	1,019	3.650%	515,000.00	512,927.93	19.40	512,947.33	3,883.84
US Treasury Notes	3.125%	10/06/25	11/15/28	1,019	3.580%	1,060,000.00	1,045,880.47	1,402.70	1,047,283.17	7,137.43
US Treasury Notes	4.375%	11/06/25	11/30/28	1,034	3.620%	300,000.00	306,539.06	(484.74)	306,054.32	2,271.63
Connecticut St Txbl	5.050%	06/22/23	05/15/26	104	4.550%	90,000.00	91,206.90	(1,086.56)	90,120.34	959.50
New York H	4.669%	04/29/25	02/01/28	731	4.670%	125,000.00	125,000.00	0.00	125,000.00	2,918.13
NYC Transitional	4.487%	05/29/25	05/01/28	821	4.490%	125,000.00	125,000.00	0.00	125,000.00	1,402.19
Oregon St B	4.368%	04/29/25	05/01/28	821	4.370%	145,000.00	145,000.00	0.00	145,000.00	1,583.40
FN AL2092	3.000%	03/06/18	07/01/27	516	2.980%	13,214.99	13,231.50	(13.90)	13,217.60	33.04
Fannie Mae Pool	3.500%	04/05/18	02/01/28	731	3.230%	32,887.85	33,638.10	(593.46)	33,044.64	95.92
Fannie Mae Pool	3.500%	04/05/18	03/01/28	760	3.230%	16,295.67	16,667.42	(291.60)	16,375.82	47.53
Fannie Mae Pool	3.500%	04/05/18	04/01/28	791	3.240%	20,180.78	20,622.23	(343.41)	20,278.82	58.86
FR ZT1267	2.500%	08/21/19	05/01/28	821	3.230%	18,900.10	19,162.93	(193.28)	18,969.65	39.38
FN CA1940	4.000%	07/11/18	06/01/28	852	3.640%	23,042.84	23,726.93	(519.13)	23,207.80	76.81
FG J32374	2.500%	02/17/22	11/01/28	1,005	2.220%	75,055.67	76,369.15	(770.34)	75,598.81	156.37
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,125	3.630%	14,485.81	14,931.70	(305.71)	14,625.99	48.29
FN FS2986	4.000%	10/21/22	10/01/32	2,435	4.370%	184,312.58	178,840.80	1,791.54	180,632.34	614.38
FR SB0364	3.500%	06/21/21	06/01/35	3,408	2.830%	113,042.25	121,803.02	(2,878.54)	118,924.48	329.71
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	213	5.050%	298,555.22	278,566.02	14,905.14	293,471.16	484.71
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	455	4.920%	269,274.81	256,031.95	6,799.19	262,831.14	686.88
FHMS K066 A2	3.117%	08/15/24	06/01/27	486	4.170%	500,000.00	485,722.66	7,035.23	492,757.89	1,298.75
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	516	4.320%	505,000.00	487,325.00	7,320.36	494,645.36	1,222.08
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	608	3.910%	333,833.65	314,899.02	9,877.28	324,776.30	642.07
FHMS K070 A2	3.303%	07/05/24	11/01/27	639	4.890%	500,000.00	475,136.72	10,966.36	486,103.08	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	639	4.360%	500,000.00	486,914.06	3,649.31	490,563.37	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	669	4.200%	465,000.00	455,936.13	2,575.48	458,511.61	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	700	4.070%	440,615.48	428,119.90	3,469.01	431,588.91	1,075.11
FHMS K506 A1	4.650%	09/14/23	05/01/28	821	5.010%	632,846.55	623,382.35	4,501.41	627,883.76	2,452.28
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	852	4.990%	468,646.68	464,802.31	1,659.15	466,461.46	1,865.60
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	882	4.580%	615,623.32	605,186.58	5,235.82	610,422.40	2,145.16
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,339	3.380%	605,292.14	533,981.15	0.00	533,981.15	522.57
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,339	3.680%	642,507.20	581,343.52	18,527.45	599,870.97	954.66
FHMS K124 A1	0.964%	12/24/25	08/01/30	1,643	2.470%	523,190.46	488,324.72	724.20	489,048.92	420.30
FHR 4096 PA	1.375%	02/21/20	08/01/27	547	1.490%	27,879.96	27,653.43	179.86	27,833.29	31.95
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	578	1.690%	1,763.03	1,738.65	19.23	1,757.88	2.20

DuPAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
January 31, 2026

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/26	
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	821	1.860%	45,525.95	45,141.83	278.84	45,420.67	66.39
FHR 5050 XL	1.000%	02/11/22	07/01/36	3,804	1.800%	101,623.41	99,209.85	664.50	99,874.35	84.69
FHR 5050 XL	1.000%	07/16/24	07/01/36	3,804	1.820%	228,134.20	207,994.23	2,218.41	210,212.64	190.11
FHR 5050 XA	1.000%	07/24/24	07/01/39	4,899	1.690%	272,911.39	248,093.51	2,123.89	250,217.40	227.43
FHR 5277 CA	2.500%	04/08/24	12/01/39	5,052	3.140%	287,017.47	264,078.49	2,647.90	266,726.39	597.95
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,569	1.550%	272,636.58	250,570.06	1,674.59	252,244.65	227.20
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,061	2.400%	37,464.55	38,178.72	(167.57)	38,011.15	78.05
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	333	4.060%	975,000.00	895,118.25	58,269.00	953,387.25	2,203.91
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	375	3.370%	675,000.00	604,300.50	54,505.76	658,806.26	2,661.19
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	389	3.240%	710,000.00	644,104.90	50,392.75	694,497.65	3,158.32
American Honda Finance	4.900%	03/14/24	03/12/27	405	4.890%	85,000.00	84,953.25	28.65	84,981.90	1,608.15
American Honda Finance	4.900%	03/13/24	03/12/27	405	4.920%	90,000.00	90,036.90	(22.55)	90,014.35	1,702.75
Hormel Foods	4.800%	08/09/24	03/30/27	423	4.400%	230,000.00	231,830.80	(1,032.10)	230,798.70	3,710.67
BMW US Capital	4.900%	04/02/24	04/02/27	426	4.940%	200,000.00	199,762.00	141.32	199,903.32	3,239.44
BP Cap Markets America	3.588%	05/17/24	04/14/27	438	4.950%	250,000.00	240,860.00	5,205.48	246,065.48	2,666.08
American Honda Finance	4.900%	07/10/24	07/09/27	524	4.950%	325,000.00	324,580.75	210.58	324,791.33	973.19
National Rural Util Corp	4.750%	02/07/25	02/07/28	737	4.650%	95,000.00	94,958.20	13.08	94,971.28	2,181.04
Chevron USA	4.475%	02/26/25	02/26/28	756	4.480%	430,000.00	430,000.00	0.00	430,000.00	8,284.97
Mars Inc	4.600%	03/12/25	03/01/28	760	4.600%	90,000.00	89,999.10	0.37	89,999.47	1,725.00
Mars Inc	4.600%	03/12/25	03/01/28	760	4.530%	150,000.00	150,295.50	(86.65)	150,208.85	2,875.00
Paccar Financial	4.550%	03/03/25	03/03/28	762	4.570%	185,000.00	184,887.15	33.03	184,920.18	3,460.53
Commonwealth Bk	4.423%	03/14/25	03/14/28	773	4.420%	285,000.00	285,000.00	0.00	285,000.00	4,797.11
Kenvue Inc	5.050%	06/30/25	03/22/28	781	4.120%	265,000.00	271,256.65	(1,329.01)	269,927.64	4,795.40
JP Morgan Chase	4.323%	10/06/25	04/26/28	816	4.160%	375,000.00	376,425.00	(285.95)	376,139.05	4,277.97
Citigroup Inc	4.643%	05/07/25	05/07/28	827	4.640%	370,000.00	370,000.00	0.00	370,000.00	4,008.46
Cummins Inc	4.250%	05/09/25	05/09/28	829	4.280%	25,000.00	24,982.50	4.06	24,986.56	242.01
National Secs Clearing	5.000%	04/23/25	05/30/28	850	4.310%	250,000.00	254,195.00	(1,021.34)	253,173.66	2,118.06
National Secs Clearing	5.000%	11/24/25	05/30/28	850	3.700%	250,000.00	256,245.00	(458.90)	255,786.10	2,118.06
National Secs Clearing	5.000%	05/23/25	05/30/28	850	4.330%	480,000.00	487,545.60	(1,685.67)	485,859.93	4,066.67
HSBC USA	4.650%	06/03/25	06/03/28	854	4.650%	375,000.00	375,030.00	(6.17)	375,023.83	2,809.38
Analog Devices Inc	4.500%	06/16/25	06/15/28	866	4.290%	275,000.00	274,703.00	59.46	274,762.46	1,493.40
PNC Bank	4.429%	10/08/25	07/21/28	902	4.190%	375,000.00	377,276.25	(387.00)	376,889.25	461.35
Novartis Capital	4.100%	11/05/25	11/05/28	1,009	3.910%	205,000.00	204,954.90	3.65	204,958.55	1,909.92
Novartis Capital	4.100%	11/05/25	11/05/28	1,009	3.890%	460,000.00	460,156.40	(11.53)	460,144.87	4,285.67
Shell Finance	3.875%	12/22/25	11/13/28	1,017	3.880%	530,000.00	529,904.60	3.99	529,908.59	4,449.79
Amazon	4.850%	11/20/25	11/20/28	1,024	3.910%	360,000.00	359,920.80	5.36	359,926.16	2,769.00
Goldman Sachs	4.148%	01/21/26	01/21/29	1,086	4.150%	180,000.00	180,000.00	0.00	180,000.00	207.40
Paccar Financial Corp	3.900%	02/05/26	02/05/29	1,101	3.910%	110,000.00	109,953.80	0.00	109,953.80	-
Cisco Systems Inc	4.850%	11/07/25	02/26/29	1,122	4.020%	370,000.00	379,401.70	(639.97)	378,761.73	7,726.32
Merck & Co	3.400%	11/21/25	03/07/29	1,131	3.970%	290,000.00	284,951.10	268.77	285,219.87	3,944.00
Roche Holdings	4.790%	12/03/25	03/08/29	1,132	4.010%	500,000.00	511,840.00	(563.01)	511,276.99	9,513.47
KLA Corp	4.100%	11/14/25	03/15/29	1,139	4.080%	510,000.00	510,341.70	(20.41)	510,321.29	7,899.33
Home Depot	4.900%	12/04/25	04/15/29	1,170	3.970%	375,000.00	385,818.75	(490.67)	385,328.08	5,410.42
American Express Co	4.731%	04/25/25	04/25/29	1,180	4.730%	210,000.00	210,000.00	0.00	210,000.00	2,649.36
Northern Trust	3.150%	12/22/25	05/03/29	1,188	3.990%	400,000.00	389,508.00	317.94	389,825.94	3,080.00
Bank of America Corp	4.623%	05/09/25	05/09/29	1,194	4.620%	370,000.00	370,000.00	0.00	370,000.00	3,896.16
Wells Fargo	4.182%	01/23/26	01/23/30	1,453	4.180%	85,000.00	85,000.00	0.00	85,000.00	78.99
Morgan Stanley Bank	4.431%	01/26/26	01/23/30	1,453	4.300%	280,000.00	281,290.80	(3.48)	281,287.32	275.71
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,469	4.220%	225,000.00	224,948.25	0.00	224,948.25	-
Morgan Stanley Bank	4.213%	02/02/26	02/08/30	1,469	4.210%	275,000.00	275,000.00	0.00	275,000.00	-
Trust Bank	4.136%	11/10/25	10/23/29	1,361	4.230%	375,000.00	373,706.25	68.45	373,774.70	4,222.17
Trust Bank	4.136%	01/23/26	10/23/29	1,361	4.230%	130,000.00	129,551.50	2.47	129,553.97	1,463.68
Weighted Avg Maturity			840		3.937%	\$ 52,283,777.14	\$ 51,561,766.78	\$ 313,525.53	\$ 51,875,292.31	\$ 359,486.28
TOTAL ALL FUNDS					3.750%	\$ 149,729,932.45	\$ 147,978,563.91	771,881.89	\$ 148,750,445.80	\$ 959,398.98
Less: Net Unsettled Trades								(1,569,784.55)		
90 DAY US TREASURY YIELD					3.67%			\$ 147,180,661.25		
3 month US Treasury Bill Index					3.56%					
0-3 Year US Treasury Index					3.51%					
1-3 Year US Treasury Index					3.54%					
1-5 Year US Treasury Index					3.60%					
1-10 Year US Treasury Index					3.72%					

January 31, 2026

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

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 01/31/26		
Waterlink (01-122500)											
IIIT - Money Market	3.710%	01/31/26	02/01/26	1 3.710%	25,921.70	25,921.70	0.00	25,921.70	-		
Ridgefield Funding Co LLC	0.000%	11/03/25	02/02/26	2 3.990%	4,250,000.00	4,207,135.21	42,393.75	4,249,528.96	-		
Ionic Funding LLC	0.000%	01/08/26	02/03/26	3 3.820%	4,500,000.00	4,487,585.00	11,460.00	4,499,045.00	-		
Sheffield Receivables	0.000%	11/06/25	02/09/26	9 3.960%	4,050,000.00	4,007,677.50	38,758.50	4,046,436.00	-		
Sheffield Receivables	0.000%	11/20/25	02/17/26	17 4.000%	4,300,000.00	4,257,477.78	34,877.78	4,292,355.56	-		
MUFG Bank	0.000%	11/21/25	02/23/26	23 4.010%	4,300,000.00	4,254,976.61	34,486.00	4,289,462.61	-		
MUFG Bank	0.000%	12/11/25	03/11/26	39 4.010%	4,500,000.00	4,456,350.00	25,220.00	4,481,570.00	-		
LMA Americas	0.000%	12/11/25	03/16/26	44 4.100%	2,584,000.00	2,557,406.33	14,556.54	2,571,962.87	-		
Ionic Funding LLC	0.000%	01/09/26	03/16/26	44 3.800%	3,000,000.00	2,979,100.00	7,283.33	2,986,383.33	-		
LMA Americas	0.000%	12/11/25	03/17/26	45 4.080%	1,966,000.00	1,945,553.60	11,075.13	1,956,628.73	-		
Longship Funding	0.000%	12/17/25	03/17/26	45 4.100%	3,800,000.00	3,763,425.00	18,693.89	3,782,118.89	-		
Longship Funding	0.000%	12/17/25	03/17/26	45 4.100%	1,500,000.00	1,489,120.83	3,574.58	1,492,695.41	-		
Sumitomo Mitsue Trust	0.000%	12/17/25	03/17/26	45 4.100%	8,000,000.00	7,925,000.00	19,166.67	7,944,166.67	-		
Cabot Trail Funding	0.000%	12/17/25	03/17/26	45 4.100%	4,350,000.00	4,312,591.21	4,056.37	4,316,647.58	-		
				Weighted Avg Maturity	30	3.675%	\$ 51,125,921.70	\$ 50,669,320.77	\$ 265,602.54	\$ 50,934,923.31	\$ -
				Less: Net Unsettled Trades						-	
								<u>\$ 50,934,923.31</u>			

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2025 to January 31, 2026

	<u>Operating</u>	<u>Waterlink</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Cash received from customers	\$ 118,327,621	\$ -
Cash payments to suppliers	(113,364,696)	-
Cash payments to employees	(3,547,556)	-
Net cash from operating activities	<u>1,415,369</u>	<u>-</u>
<u>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</u>		
Cash received from sales taxes	125,620	-
Cash received/paid from long term loans	374,810	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	<u>500,430</u>	<u>-</u>
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Interest paid	0	-
Principal paid	0	-
Escrow activity	40,511	22,956,589
Construction and purchase of capital assets	(4,204,531)	-
Net cash from capital and related financing activities	<u>(4,164,020)</u>	<u>22,956,589</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Investment income	4,371,760	933,114
Net cash from investing activities	<u>4,371,760</u>	<u>933,114</u>
Net Increase (Decrease) in cash and investments	2,123,539	23,889,703
CASH AND INVESTMENTS, MAY 1, 2025	<u>149,768,536</u>	<u>35,673,160</u>
CASH AND INVESTMENTS, JANUARY 31, 2026	<u>\$ 151,892,075</u>	<u>\$ 59,562,863</u>

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

	1/31/2026		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
TABLE 1	A	B	C
RESERVE ANALYSIS - DWC FUNDS			
A. Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 52,580,083 120	\$ 54,386,719 124	\$ 1,806,636
B. Capital Reserve (3)	\$ 23,950,000	\$ 50,232,147	\$ 26,282,147
C. Long Term Water Capital Reserve	\$ 28,825,000	\$ 29,433,790	\$ 608,790
D. O+M Account (1)	\$ 12,948,176	\$ 11,479,734	\$ (1,468,443)
E. Current Construction Obligation	\$ 1,033,243	\$ 1,033,243	\$ -
F. General Fund	\$ -	\$ 3,153,321	\$ 3,153,321
DWC FUNDS AND ADJUSTED TARGETS	\$ 119,336,502	\$ 149,718,953	\$ 30,382,451
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)
DWC FUNDS AND FULL TARGETS	\$ 185,336,502	\$ 149,718,953	\$ (35,617,549)
I. Customer Construction Escrows (2)	\$ 2,173,122	\$ 2,173,122	\$ -
J. Customer Construction Escrows Waterlink	\$ 59,562,863	\$ 59,562,863	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 247,072,487	\$ 211,454,938	\$ (35,617,549)

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.

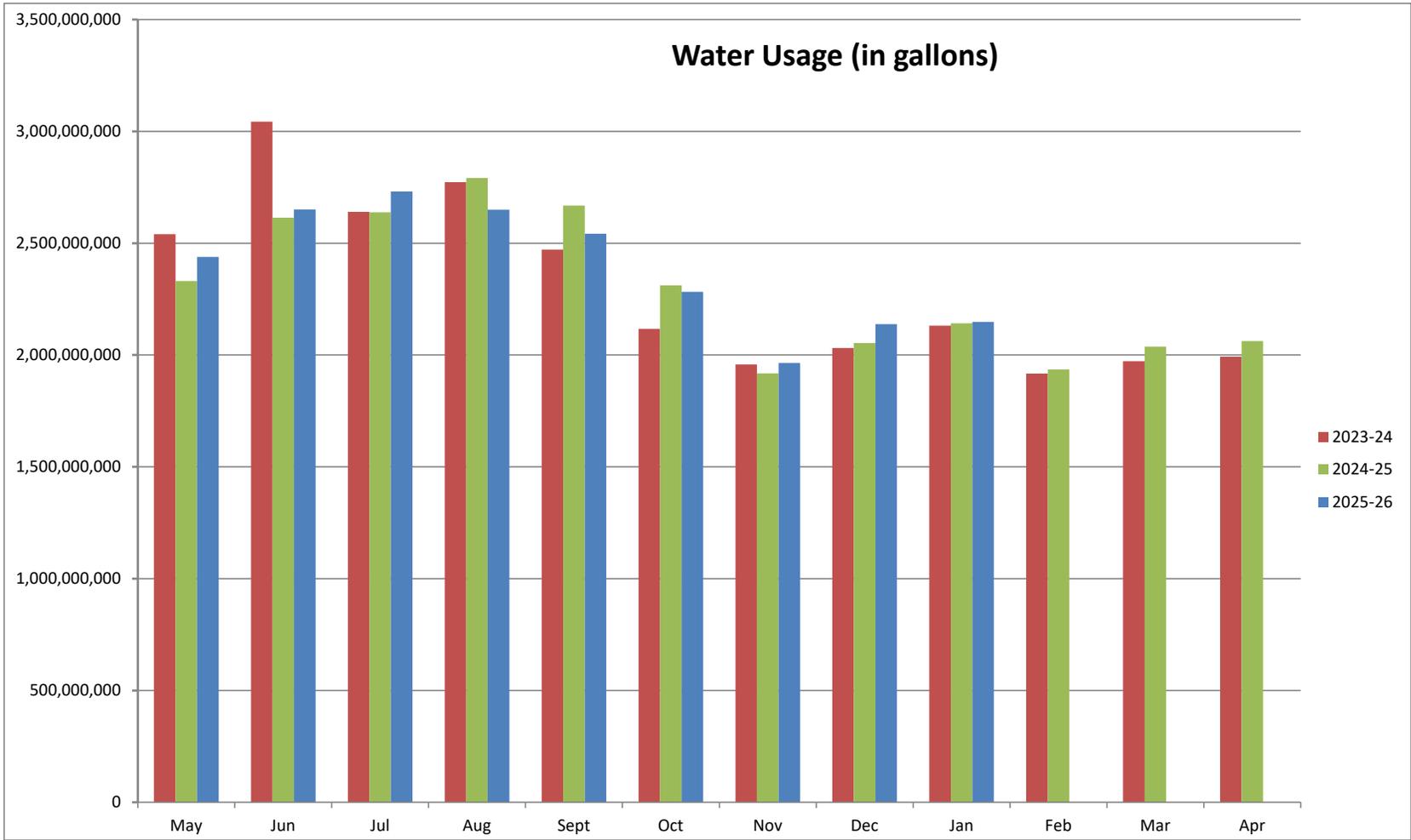


MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 2/10/2026
Subject: Financial Report – January 31, 2026

- Water sales to Commission customers for January 2026 were 6.6 million gallons (0.3%) above January 2025 and increased by 7.9 million gallons compared to December 2025. Year-to-date water sales are up by 37.3 million gallons or 0.2% compared to the prior fiscal year.
- Water sales to Commission customers for January were 165.7 million gallons (8.6%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 1,280.6 million gallons (6.5%) above the budgeted anticipated/forecasted sales.
- For the month of January, water billings to customers for O&M costs were \$12.1 million and water purchases from the City of Chicago were \$10.5 million. Water billing receivables at the January month end (\$17.9 million) were higher compared to the prior month (\$15.8 million). The increase was primarily due to timing of monthly collections.
- For the nine months ended January 31, 2026, \$126.7 million of the \$148.9 million revenue budget has been realized. Therefore, 85% of the revenue budget has been accounted for year to date. For the same period, \$124.8 million of the \$158.6 million expenditure budget has been realized, and this accounts for 79% of the expenditure budget.
- Adjusted for seasonality based on a monthly trend, year to date revenues are 109% percent of the current budget and expenses are 101% of the current budget.
- The Operating Reserve and Long-Term Water Capital have reached respective 2025/2026 fiscal year end minimum targeted levels. Excluding budgeted capital related to the Waterlink expansion and alternative water source, the Capital Reserve account has met its targeted level.
- The O&M and General Account have balances of \$13.7 million and \$3.2 million, respectively.

cc: Chairman and Commissioners



DuPage Water Commission
 Summary of Specific Account Target and Summary of Net Assets
 January 31, 2026

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve		Year-End Specific	Status
	Assets Balance	Offsetting Liabilities	Account Target	
Operations and Maintenance Account (1)	\$ 13,652,855.74	\$ 15,121,298.53		Negative Net Assets
General Account	\$ 3,153,320.67	\$ -		Positive Net Assets
Operating Reserve	\$ 54,386,719.03		\$ 52,580,083.00	Target Met
Capital Reserve (2)	\$ 51,265,390.26		\$ 24,983,242.88	Target Met
Capital Reserve/Alt Water & Waterlink Upsize (3)	\$ -		\$ 66,000,000.00	Not Fully Funded
L-T Water Capital Reserve	\$ 29,433,789.97		\$ 28,825,000.00	Target Met
Waterlink Escrow	\$ 59,562,862.69	\$ 59,562,862.69		Positive Net Assets
	\$ 211,454,938.36	\$ 74,684,161.22	\$ 172,388,325.88	\$ (35,617,548.74)

Total Net Assets - All Commission Accounts	
Restricted	\$ -
Unrestricted	\$ 164,958,353.60
Invested in Capital Assets, net	\$ 396,739,905.08
Total	\$ 561,698,258.68

- (1) Includes Customer Escrow Accounts and Customer Deposit Liability Accounts excluding Waterlink
- (2) Includes Current Customer Obligations
- (3) Future costs for Source Water Project and Upsize for Waterlink Project



	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	13,339,353.80	13,567,248.55	-227,894.75
120 - INVESTMENTS	198,115,584.56	143,259,681.46	54,855,903.10
131 - WATER SALES	17,865,220.60	15,920,345.06	1,944,875.54
132 - INTEREST RECEIVABLE	959,398.98	811,476.05	147,922.93
134 - OTHER RECEIVABLE	64,047.86	-5,297,828.81	5,361,876.67
135 - LOAN RECEIVABLE - CURRENT	64,808.08	63,380.19	1,427.89
150 - INVENTORY	310,110.00	325,496.00	-15,386.00
155 - PREPAIDS	712,610.81	726,444.28	-13,833.47
Total Level1 10 - CURRENT ASSETS:	231,431,134.69	169,376,242.78	62,054,891.91
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	628,377,849.68	625,614,856.78	2,762,992.90
175 - LESS: ACCUMULATED DEPRECIATION	-246,763,394.51	-237,035,085.91	-9,728,308.60
180 - CONSTRUCTION IN PROGRESS	15,125,449.91	11,716,793.12	3,408,656.79
190 - LONG-TERM ASSETS	10,016,373.01	10,978,364.01	-961,991.00
Total Level1 17 - NONCURRENT ASSETS:	406,756,278.09	411,274,928.00	-4,518,649.91
Total Assets:	638,187,412.78	580,651,170.78	57,536,242.00
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	11,378,322.17	10,633,965.22	-744,356.95
211 - OTHER CURRENT LIABILITIES	1,073,220.50	616,673.07	-456,547.43
225 - ACCRUED PAYROLL LIABILITIES	162,997.44	96,463.84	-66,533.60
226 - ACCRUED VACATION	560,814.81	376,638.02	-184,176.79
250 - CONTRACT RETENTION	1,160,952.88	874,377.74	-286,575.14
251 - CUSTOMER DEPOSITS	61,381,096.30	11,052,605.21	-50,328,491.09
Total Level1 21 - CURRENT LIABILITIES:	75,717,404.10	23,650,723.10	-52,066,681.00
Level1: 25 - NONCURRENT LIABILITIES			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	771,750.00	848,174.00	76,424.00
Total Level1 25 - NONCURRENT LIABILITIES:	771,750.00	848,174.00	76,424.00
Total Liability:	76,489,154.10	24,498,897.10	-51,990,257.00
Equity			
Level1: 30 - EQUITY			
300 - EQUITY	559,861,501.96	555,080,706.82	4,780,795.14
Total Level1 30 - EQUITY:	559,861,501.96	555,080,706.82	4,780,795.14
Total Beginning Equity:	559,861,501.96	555,080,706.82	4,780,795.14
Total Revenue	126,654,427.36	120,214,813.92	6,439,613.44
Total Expense	124,817,670.64	119,143,247.06	-5,674,423.58
Revenues Over/(Under) Expenses	1,836,756.72	1,071,566.86	765,189.86
Total Equity and Current Surplus (Deficit):	561,698,258.68	556,152,273.68	5,545,985.00
Total Liabilities, Equity and Current Surplus (Deficit):	638,187,412.78	580,651,170.78	57,536,242.00



Monthly & YTD Budget Report

...		January 2025-2026 Budget	January 2025-2026 Activitv	2025-2026 Seasonal YT...	2025-2026 YTD Activitv	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
							% of Year Completed: 75%	
01-511100	O&M PAYMENTS- GOVERNMENTAL	-10,923,798.22	-11,841,784.60	-111,897,440.97	-119,173,594.12	107%	-142,981,652.20	83%
01-511200	O&M PAYMENTS- PRIVATE	-245,729.53	-288,619.60	-2,517,119.52	-2,662,896.00	106%	-3,216,355.20	83%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,280.24	0.00	-21,074.72	-16,608.76	79%	-24,620.00	67%
510 - WATER SERVICE Totals:		-11,170,807.99	-12,130,404.20	-114,435,635.21	-121,853,098.88	106%	-146,222,627.40	83%
520 - TAXES								
							% of Year Completed: 75%	
01-530010	SALES TAXES - WATER REVENUE	0.00	-8,852.73	0.00	-125,620.02	0%	0.00	0%
520 - TAXES Totals:		0.00	-8,852.73	0.00	-125,620.02	0%	0.00	0%
540 - OTHER INCOME								
							% of Year Completed: 75%	
01-581000	INVESTMENT INCOME	-208,250.00	-441,708.61	-1,874,250.00	-4,502,821.69	240%	-2,500,000.00	180%
01-582000	INTEREST INCOME	-14,766.91	-44,140.49	-132,902.19	-133,493.37	100%	-177,273.88	75%
01-590000	OTHER INCOME	0.00	-8,596.34	0.00	-39,393.40	0%	0.00	0%
540 - OTHER INCOME Totals:		-223,016.91	-494,445.44	-2,007,152.19	-4,675,708.46	233%	-2,677,273.88	175%
Revenue Totals:		-11,393,824.90	-12,633,702.37	-116,442,787.40	-126,654,427.36	109%	-148,899,901.28	85%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 1/31/2026

...	...	January 2025-2026 Budget	January 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
Expense								
610 - PERSONNEL SERVICES								
% of Year Completed: 75%								
01-60-611100	ADMIN SALARIES	242,202.86	236,170.53	1,542,952.00	1,551,999.11	101%	2,030,200.00	76%
01-60-611200	OPERATIONS SALARIES	217,496.00	226,240.36	1,862,976.00	1,796,355.20	96%	2,480,000.00	72%
01-60-611300	SUMMER INTERNS	1,440.00	0.00	36,000.00	0.00	0%	36,000.00	0%
01-60-611600	ADMIN OVERTIME	616.67	66.65	5,549.99	1,139.83	21%	7,400.00	15%
01-60-611700	OPERATIONS OVERTIME	34,442.24	31,097.77	306,051.84	262,523.69	86%	396,800.00	66%
01-60-612100	PENSION	24,346.25	20,763.41	219,116.25	130,524.77	60%	292,272.00	45%
01-60-612200	MEDICAL/LIFE BENEFITS	91,252.48	82,404.91	866,898.52	830,528.12	96%	1,140,656.00	73%
01-60-612300	FEDERAL PAYROLL TAXES	33,212.48	35,869.88	284,104.89	253,394.46	89%	378,705.60	67%
01-60-612800	STATE UNEMPLOYMENT	1,166.66	1,434.22	10,499.94	2,440.82	23%	14,000.00	17%
01-60-613100	TRAVEL	950.00	175.66	8,550.00	3,120.65	36%	11,400.00	27%
01-60-613200	TRAINING	6,345.83	3,648.00	57,112.47	17,774.72	31%	76,150.00	23%
01-60-613301	CONFERENCES	5,108.33	2,750.00	45,974.97	10,044.49	22%	61,300.00	16%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	11,250.00	0.00	0%	15,000.00	0%
01-60-619100	OTHER PERSONNEL COSTS	1,933.33	273.00	17,399.97	8,402.10	48%	23,200.00	36%
610 - PERSONNEL SERVICES Totals:		661,763.13	640,894.39	5,274,436.84	4,868,247.96	92%	6,963,083.60	70%
620 - CONTRACT SERVICES								
% of Year Completed: 75%								
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	0.00	9,749.97	0.00	0%	13,000.00	0%
01-60-623300	TRUST SERVICES & BANK CHARGE	15,493.80	10,895.55	139,444.20	99,793.07	72%	186,000.00	54%
01-60-625100	LEGAL SERVICES- GENERAL	6,666.66	4,887.76	59,999.94	66,214.61	110%	80,000.00	83%
01-60-625300	LEGAL SERVICES- SPECIAL	6,666.66	6,670.20	59,999.94	29,003.97	48%	80,000.00	36%
01-60-625800	LEGAL NOTICES	1,416.66	0.00	12,749.94	1,743.20	14%	17,000.00	10%
01-60-626000	AUDIT SERVICES	0.00	0.00	35,000.00	33,000.00	94%	35,000.00	94%
01-60-628000	CONSULTING SERVICES	46,239.83	6,696.51	416,158.47	319,300.38	77%	555,100.00	58%
01-60-629000	CONTRACTUAL SERVICES	77,515.00	33,110.50	697,635.00	581,025.54	83%	930,180.00	62%
620 - CONTRACT SERVICES Totals:		155,081.94	62,260.52	1,430,737.46	1,130,080.77	79%	1,896,280.00	60%
640 - INSURANCE								
% of Year Completed: 75%								
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.33	9,060.75	126,749.97	79,529.73	63%	169,000.00	47%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.18	18,225.00	14,293.47	78%	24,300.00	59%
01-60-641500	WORKER'S COMPENSATION	13,750.00	12,300.00	123,750.00	112,734.00	91%	165,000.00	68%
01-60-641600	EXCESS LIABILITY COVERAGE	8,333.33	7,020.67	74,999.97	60,245.01	80%	100,000.00	60%
01-60-642100	PROPERTY INSURANCE	47,500.00	39,984.83	427,500.00	366,638.49	86%	570,000.00	64%
01-60-642200	AUTOMOBILE INSURANCE	3,750.00	3,279.25	33,750.00	27,276.23	81%	45,000.00	61%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	0.00	74,999.97	1,911.35	3%	100,000.00	2%
640 - INSURANCE Totals:		97,774.99	73,233.68	879,974.91	662,628.28	75%	1,173,300.00	56%

...	...	January 2025-2026 Budget	January 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
650 - OPERATIONAL SUPPORT SRVS								
							% of Year Completed: 75%	
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	84,375.00	35,856.74	42%	112,500.00	32%
01-60-651300	NATURAL GAS	2,748.90	4,997.98	24,740.10	13,691.26	55%	33,000.00	41%
01-60-651401	TELEPHONE	6,321.66	4,172.17	56,894.94	41,730.15	73%	75,860.00	55%
01-60-651403	RADIOS	2,207.45	0.00	19,867.05	18,816.00	95%	26,500.00	71%
01-60-651404	REPAIRS & EQUIPMENT	383.33	0.00	3,449.97	461.75	13%	4,600.00	10%
01-60-652100	OFFICE SUPPLIES	2,541.66	-771.12	22,874.94	16,743.80	73%	30,500.00	55%
01-60-652200	BOOKS & PUBLICATIONS	837.50	248.96	7,537.50	6,534.84	87%	10,050.00	65%
01-60-653100	PRINTING- GENERAL	808.33	0.00	7,274.97	1,139.86	16%	9,700.00	12%
01-60-653200	POSTAGE & DELIVERY	533.33	0.00	4,799.97	1,448.75	30%	6,400.00	23%
01-60-654000	PROFESSIONAL DUES	1,868.75	280.68	16,818.75	17,839.56	106%	22,425.00	80%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	734.70	370.05	6,612.30	4,585.46	69%	8,820.00	52%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	22,000.00	23,670.56	198,000.00	180,027.62	91%	264,000.00	68%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,905.73	9,458.00	152,151.57	75,523.98	50%	202,950.00	37%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,666.00	47.65	14,994.00	15,787.54	105%	20,000.00	79%
650 - OPERATIONAL SUPPORT SRVS Totals:		68,932.34	42,474.93	620,391.06	430,187.31	69%	827,305.00	52%
660 - WATER OPERATION								
							% of Year Completed: 75%	
01-60-661101	WATER BILLING	9,688,463.42	10,482,751.20	99,243,343.94	104,701,050.72	105%	126,812,348.56	83%
01-60-661102	ELECTRICITY	168,080.00	185,000.00	1,721,720.00	1,424,815.10	83%	2,200,000.00	65%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	54,445.84	585,000.00	505,774.72	86%	780,000.00	65%
01-60-661104	MAJOR MAINTENANCE	37,500.00	0.00	337,500.00	183,078.00	54%	450,000.00	41%
01-60-661201	PUMP STATION	210,100.00	176,090.67	2,152,150.00	1,836,747.27	85%	2,750,000.00	67%
01-60-661202	METER STATION, ROV, TANK SITE	15,280.00	42,851.27	156,520.00	99,354.24	63%	200,000.00	50%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	43,425.00	7,415.72	17%	57,900.00	13%
01-60-661400	WATER QUALITY TESTING	9,916.66	571.75	89,249.94	48,974.40	55%	119,000.00	41%
01-60-662100	PUMPING SERVICES	67,441.66	26,105.32	606,974.94	365,701.60	60%	809,300.00	45%
01-60-662200	INSTRUMENTATION	5,810.17	3,478.22	52,291.53	15,850.88	30%	69,750.00	23%
01-60-662300	METER TESTING & REPAIRS	4,583.33	910.95	41,249.97	20,786.32	50%	55,000.00	38%
01-60-662400	SCADA	1,491.07	208.16	13,419.63	1,554.06	12%	17,900.00	9%
01-60-662500	EQUIPMENT RENTAL	1,332.80	0.00	11,995.20	0.00	0%	16,000.00	0%
01-60-662600	UNIFORMS	2,165.80	2,132.95	19,492.20	11,478.96	59%	26,000.00	44%
01-60-662700	SAFETY	15,008.33	3,449.68	135,074.97	67,895.37	50%	180,100.00	38%
01-60-663100	PIPELINE REPAIRS	112,500.00	3,915.49	1,012,500.00	623,375.80	62%	1,350,000.00	46%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	735.17	225,000.00	111,502.27	50%	300,000.00	37%
01-60-663300	REMOTE FACILITIES MAINTENANCE	23,157.40	12,285.06	208,416.60	127,666.93	61%	278,000.00	46%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	7,746.90	10,926.14	69,722.10	36,079.14	52%	93,000.00	39%
01-60-663700	PIPELINE SUPPLIES	10,000.00	2,404.58	90,000.00	87,787.53	98%	120,000.00	73%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,431.96	18,878.22	30,887.64	28,902.67	94%	41,200.00	70%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 1/31/2026

...	...	January 2025-2026 Budget	January 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,651.66	1,034.67	32,864.94	16,924.60	51%	43,820.00	39%
01-60-664200	FUEL- VEHICLES	3,750.00	1,724.71	33,750.00	23,796.63	71%	45,000.00	53%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	2,475.00	0.00	0%	3,300.00	0%
660 - WATER OPERATION Totals:		10,486,511.16	11,029,900.05	106,915,023.60	110,346,512.93	103%	136,817,618.56	81%

680 - LAND & LAND RIGHTS

% of Year Completed: 75%

01-60-681000	LEASES	83.33	0.00	749.97	0.00	0%	1,000.00	0%
01-60-682000	PERMITS & FEES	708.33	2,184.71	6,374.97	5,913.33	93%	8,500.00	70%
680 - LAND & LAND RIGHTS Totals:		791.66	2,184.71	7,124.94	5,913.33	83%	9,500.00	62%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 75%

01-60-685100	COMPUTERS	6,164.20	52,815.45	55,477.80	62,324.43	112%	74,000.00	84%
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	13,673.31	70,000.00	28,704.31	41%	70,000.00	41%
01-60-685800	CAPITALIZED EQUIP	0.00	-13,673.31	-90,000.00	-28,704.31	32%	-90,000.00	32%
01-60-686000	VEHICLES	0.00	66,239.42	80,000.00	66,239.42	83%	80,000.00	83%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	-66,239.42	-80,000.00	-66,239.42	83%	-80,000.00	83%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	405,363.84	3,825,000.00	3,631,306.09	95%	5,100,000.00	71%
01-60-693000	DEPRECIATION- BUILDINGS	291,550.00	263,883.73	2,623,950.00	2,375,397.77	91%	3,500,000.00	68%
01-60-694000	DEPRECIATION-PUMPING EQUIPME	158,270.00	126,561.30	1,424,430.00	1,138,300.09	80%	1,900,000.00	60%
01-60-695200	DEPRECIATION- OFFICE FURN &	14,994.00	11,704.62	134,946.00	49,335.30	37%	180,000.00	27%
01-60-696000	DEPRECIATION- VEHICLES	16,326.80	12,436.30	146,941.20	117,436.38	80%	196,000.00	60%
685 - CAPITAL EQUIP / DEPREC Totals:		912,305.00	872,765.24	8,210,745.00	7,374,100.06	90%	10,950,000.00	67%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 75%

01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	0.00	300,000.00	94,147.54	31%	300,000.00	31%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	1,295.14	600,000.00	46,914.94	8%	600,000.00	8%
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	33,029.00	500,000.00	33,029.00	7%	500,000.00	7%
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	121.88	500,000.00	609.39	0%	500,000.00	0%
01-60-771100	METER REPLACEMENT	0.00	0.00	150,000.00	127,410.00	85%	150,000.00	85%
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	97,772.98	4,450,000.00	1,358,239.22	31%	4,450,000.00	31%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	400,239.20	5,000,000.00	773,553.45	15%	5,000,000.00	15%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-532,458.20	-32,170,000.00	-2,433,903.54	8%	-32,170,000.00	8%
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%

Monthly & YTD Budget Report

For Fiscal: 2025-2026 Period Ending: 1/31/2026

...	...	January 2025-2026 Budget	January 2025-2026 Activity	2025-2026 Seasonal YT...	2025-2026 YTD Activity	Seasonal Percent Used	2025-2026 Total Budget	Total Percent Used
850 - ESCROW FUNDED CONSTRUCTION								
							% of Year Completed: 75%	
01-80-850001	METERING STATION	0.00	0.00	3,250,000.00	11,927.74	0%	3,250,000.00	0%
01-80-852001	AQUA ILLINOIS	0.00	156.00	2,000,000.00	1,560.00	0%	2,000,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	0.00	1,475,509.86	199,500,000.00	6,857,852.81	3%	199,500,000.00	3%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-1,475,665.86	-204,750,000.00	-6,871,340.55	3%	-204,750,000.00	3%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		12,383,160.22	12,723,713.52	123,338,433.81	124,817,670.64	101%	158,637,087.16	79%
01 - WATER FUND Totals:		989,335.32	90,011.15	6,895,646.41	-1,836,756.72	-27%	9,737,185.88	-19%



Resolution #: R-12-26

Account: 01-60-542100

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 1/23/2026

Description: **A Resolution Approving a Contract Extension with Arthur J. Gallagher for Insurance Brokerage Services**

Agenda Section: Finance Committee

Originating Department: Finance

This request would authorize the General Manager to engage in a two (2) year (with an additional 1-year option) agreement with Arthur J. Gallagher for Insurance Brokerage for a not to exceed amount of \$30,385 per year.

The Commission last solicited for sealed proposals for brokerage services in May 2020. Of the proposals were received, the proposal of Arthur J. Gallagher was found to be the most favorable bidder to the interests of the Commission. The Commission is very satisfied with the performance of Arthur J. Gallagher and would recommend extending the contract. There is no cost increase associated with this item, as Gallagher has agreed to hold their price.

Recommended Motion:

Authorization for the General Manager to engage in a two (2) year agreement with Arthur J. Gallagher for insurance brokerage services

DUPAGE WATER COMMISSION

RESOLUTION NO. R-12-26

A RESOLUTION APPROVING THE EXTENSION OF THE AGREEMENT WITH ARTHUR J GALLAGHER FOR INSURANCE BROKERAGE SERVICES

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

WHEREAS, the Commission desires to retain insurance brokerage services through Arthur J Gallagher, to provide services as needed and

WHEREAS, the Commission further desires to obtain under the contract services in connection with brokerage services as requested or outlined in the contract; and

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

SECTION TWO: An extension of the contract between the DuPage Water Commission and Arthur J Gallagher for insurance brokerage services for a duration of two years, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved. The General Manager shall be and hereby is authorized and directed to execute the extension of the current contract with such modifications as may be required or approved by the General Manager; provided, however, that the contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the contract by Arthur J Gallagher.

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

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

ADOPTED THIS ___ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/R-12-26.docx

EXHIBIT 1



Resolution #: R-14-26

Account: 01-60-623300

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/2/2026

Description: A Resolution Approving Mercer Investments, LLC for Investment Consulting Services and Authorizing the General Manager to Execute Documents in Furtherance Thereof

Agenda Section: Finance Committee

Originating Department: Finance

In consultation with the Treasurer and the Finance Committee, staff is recommending that the Commission engage with Mercer Investments, LLC for investment consulting and monitoring. Approving the authorization for the General Manager to execute the various agreements and documents with Mercer in furtherance of their providing investment consulting services to the Commission.

Recommended Motion:

To adopt Resolution R-14-26 approving Mercer Investments, LLC for investment consulting and authorizing the General Manager to execute documents in furtherance thereof

DUPAGE WATER COMMISSION

RESOLUTION NO. R-14-26

A RESOLUTION APPROVING MERCER INVESTMENTS, LLC FOR INVESTMENT CONSULTING SERVICES AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE DOCUMENTS IN FURTHERANCE THEREOF

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

WHEREAS, the Commission desires and intends to use Mercer Investments, LLC (“Mercer”) for investment consulting services for the Commission;

WHEREAS, the Commission deems it to be in the best interests of the Commission to approve Mercer for investment consulting services for the Commission and to authorize the General Manager to execute the various agreements and documents with Mercer in furtherance of their providing investment consulting services to 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 DuPage Water Commission hereby approves Mercer Investments, LLC for investment consulting services for the Commission and authorizes the General Manager to execute the various agreements and documents with Mercer in furtherance of their providing investment consulting services to the Commission.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/R-14-26.docx

EXHIBIT 1

DELETE PAGE IF NO ATTACHMENT



Resolution #: RFBA

Account: 01-60-613301, 01-60-613200

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: Travel and related expenses for two (2) Commission employees for Factory Control Panel QA/QC Testing for Medium Voltage Switchgear in Cucamonga CA, travel and related expenses for three (3) employees to attend AWWA ACE in Washington DC.

Agenda Section: Administration Committee

Originating Department: Administration

- Factory Control Panel QA/QC Testing – Upon approval of the fabrication of redundant power supplies for the Medium Voltage Switchgear for the DuPage Pumping Station, it is imperative that each panel control circuitry be inspected and tested at the fabrication facility in Cucamonga, CA prior to shipment back to Elmhurst for installation and commissioning. This request is for DWC staff to travel to the fabrication facility, inspect and witness test the proper operation of inputs and output signaling and monitoring devices.
- American Waterworks Association Annual Conference and Exposition (AWWA-ACE) - This annual conference provides the opportunity to meet with national and international waterworks industry leaders and other subject matter experts. The program provides several technical sessions to maintain certifications and Professional Engineering licensure. DWC staff are on the technical agenda as presenters and will receive a discounted registration cost.

Dates	Location/Event Description	Attendees	Budgeted/Estimated Expenditure
May-June 2026 (Dates TBD)	Factory QA/QC Testing for Medium Voltage Switchgear Control Panel Fabrication in Cucamonga, CA.	[Redacted], Senior Instrumentation Technician [Redacted], Senior Instrumentation Technician	Estimated at \$2,500 (including Lodging, Transportation and per diems)
June 21-25, 2026	American Waterworks Association Annual Conference and Exposition (AWWA-ACE) – Washington DC	[Redacted] – General Manager [Redacted] – Manager of Water Operations [Redacted] – Systems and Information Technology Supervisor	Estimated at \$7,700 (including Registrations, Lodging, Transportation and per diems)

Recommended Motion:

To authorize Business-Related Travel Expenses for Travel and related expenses for two (2) Commission employees for Factory Control Panel QA/QC Testing for Medium Voltage Switchgear in Cucamonga CA at an estimated expense of \$2,500, travel and related expenses for three (3) employees to attend AWWA ACE in Washington DC at an estimated expense of \$7,700 as included in the FY-25/26 and FY-26/27 Management Budget and as listed above.

**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	February 12, 2026
Name of Attendee	
Job Title	Manager of Water Operations
Department	Administration

Purpose of Travel	This annual conference provides the opportunity to meet with national and international waterworks industry leaders and other subject matter experts. The program provides several technical sessions to maintain certifications and Professional Engineering licensure. DWC staff are on the technical agenda as presenters and will receive a discounted registration cost.
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Destination	Washington, DC
Date of Departure	June 21, 2026
Date of Return	June 25, 2026

Please indicate the estimated amount for each applicable expense:

Air Fare:	\$350.00
Rental Car:	\$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$1,850.00
Registration (including reference materials):	\$0.00
Meals and Tips:	\$300.00
*Miscellaneous (describe below):	\$0.00
Total Estimated Expense:	\$2,500.00

**Explanation of Miscellaneous if included in estimates above:*

Recommendations for Approval:

Department Head:		Date:	
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**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	February 12, 2026
Name of Attendee	[REDACTED]
Job Title	Systems and Information Technology Supervisor
Department	Systems and Information Technology

Purpose of Travel>	This annual conference provides the opportunity to meet with national and international waterworks industry leaders and other subject matter experts. The program provides several technical sessions to maintain certifications and Professional Engineering licensure. DWC staff are on the technical agenda as presenters and will receive a discounted registration cost.
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Destination	Washington, DC
Date of Departure	June 21, 2026
Date of Return	June 25, 2026

Please indicate the estimated amount for each applicable expense:

Air Fare:	\$350.00
Rental Car:	\$0.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$1,850.00
Registration (including reference materials):	\$0.00
Meals and Tips:	\$300.00
*Miscellaneous (describe below):	\$0.00
Total Estimated Expense:	\$2,500.00

**Explanation of Miscellaneous if included in estimates above:*

Recommendations for Approval:

Department Head:		Date:	
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**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	February 12, 2026
Name of Attendee	
Job Title	Senior Instrumentation Technician
Department	Operations and Instrumentation

Purpose of Travel>	Upon approval of the fabrication of redundant power supplies for the Medium Voltage Switchgear for the DuPage Pumping Station, it is imperative that each panel control circuitry be inspected and tested at the fabrication facility in Cucamonga, CA prior to shipment back to Elmhurst for installation and commissioning
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Destination	Cucamonga, CA
Date of Departure	TBD
Date of Return	TBD

Please indicate the estimated amount for each applicable expense:

Air Fare:	\$450.00
Rental Car:	\$250.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$400.00
Registration (including reference materials):	\$0.00
Meals and Tips:	\$150.00
*Miscellaneous (describe below):	\$0.00
Total Estimated Expense:	\$1,250.00

**Explanation of Miscellaneous if included in estimates above:*

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Recommendations for Approval:

Department Head:		Date:	
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**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	February 12, 2026
Name of Attendee	[REDACTED]
Job Title	General Manager
Department	Administration

Purpose of Travel>	This annual conference provides the opportunity to meet with national and international waterworks industry leaders and other subject matter experts. The program provides several technical sessions to maintain certifications and Professional Engineering licensure. DWC staff are on the technical agenda as presenters and will receive a discounted registration cost.
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Destination	Washington, DC
Date of Departure	June 21, 2026
Date of Return	June 25, 2026

Please indicate the estimated amount for each applicable expense:

Air Fare:	\$350.00
Rental Car:	\$200.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$1,850.00
Registration (including reference materials):	\$0.00
Meals and Tips:	\$300.00
*Miscellaneous (describe below):	\$0.00
Total Estimated Expense:	\$2,700.00

**Explanation of Miscellaneous if included in estimates above:*

Recommendations for Approval:

Department Head:		Date:	
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**DUPAGE WATER COMMISSION - PROFESSIONAL DEVELOPMENT
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	February 12, 2026
Name of Attendee	[REDACTED]
Job Title	Senior Instrumentation Technician
Department	Systems and Information Technology

Purpose of Travel>	Upon approval of the fabrication of redundant power supplies for the Medium Voltage Switchgear for the DuPage Pumping Station, it is imperative that each panel control circuitry be inspected and tested at the fabrication facility in Cucamonga, CA prior to shipment back to Elmhurst for installation and commissioning
--------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Destination	Cucamonga, CA
Date of Departure	TBD
Date of Return	TBD

Please indicate the estimated amount for each applicable expense:

Air Fare:	\$450.00
Rental Car:	\$250.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$400.00
Registration (including reference materials):	\$0.00
Meals and Tips:	\$150.00
*Miscellaneous (describe below):	\$0.00
Total Estimated Expense:	\$1,250.00

**Explanation of Miscellaneous if included in estimates above:*

Recommendations for Approval:

Department Head:		Date:	
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Resolution #: RFBA

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

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/6/2026

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

Agenda Section: Administration Committee

Originating Department: Administration

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

Recommended Motion:

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



February 9, 2026

DuPage Water Commission
Chairman Jim Zay
600 E Butterfield Rd
Elmhurst, IL 60126

Dear Chairman Zay,

We very much appreciate the opportunity to represent the Commission in Springfield and are grateful to be considered for a contract renewal. Scott and I are proud of the high level of personalized service that we offer to our clients, we strive to be accessible and accountable. I will be highlighting our services below for your review, but our services are certainly not limited to the ones below. Our relationships and understanding of the political landscape make us a valuable partner in regard to any issue that arises within the Commission. Our primary focus for the 2026 legislative session is to advocate for the successful passage of SB3381/HB4951, our design build legislation.

Detailed personalized legislative tracking, this includes bill filed that contain key words provided by the Commission. In addition, we track those flagged bills progress and also any amendments.

Communication with staff and the Chairman regarding any bills that affect the Commission and developing a strategy to support/oppose.

Assistance in regulatory issues affecting the commission.

Detailed session reporting, weekly during session and a minimum of once a month in off session months.

Advocating on behalf of the Commission with other units of Government including the County Board and staff.

Thank you for the opportunity to be considered.


John W "Chip" Humes

600 S. SECOND ST., SUITE 400 2001 BUTTERFIELD ROAD · SUITE 1110
SPRINGFIELD, ILLINOIS 62704 DOWNERS GROVE, ILLINOIS 60515

PHONE: (217) 523-4200 · FAX: (217) 523-4215
WWW.MARQUARDT.CO.COM



Marquardt & Humes, Inc. Firm Profile and Overview

Relationship Building

Legislative Support

Strategic Consulting



600 S. Second St. • Suite 400 • Springfield, Illinois 62704
311 S. County Farm Rd. • Suite I • Wheaton, Illinois 60187
2001 Butterfield Rd • Suite 1110 • Downers Grove, IL 60515
Phone: (217) 523-4200 • Email: Scott@marquardtco.com



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JOHN 'CHIP' HUMES	P. 6
CARRIE A. VANTILBURG	P.7



FIRM OVERVIEW

Experienced. Effective. Respected.

For thirty years, the consulting firm of Marquardt & Humes, Inc. has through dedication and perseverance, gained respect and proven results in representing its clients before the Illinois General Assembly and the executive branch of state government.

Our expansive network across all branches of government in Illinois allows Marquardt & Humes to effectively assist our clients with their needs. Over the years we have worked hard to develop and build on our relationships with legislators and staff members in all four caucuses as well as with officials in the executive branch. Today, we are proud of our ability to effectively work with legislators on both sides of the aisle, and on both sides of the rotunda, including those in Senate and House Leadership.

Additionally, our numerous contacts with legislators and staff members in the Illinois General Assembly afford us the opportunity to receive "up-to-the-minute" information regarding critical legislation, often before the legislation is introduced. We have also invested in technology which allows us to more effectively track and monitor vital legislation from our offices in Springfield and Downers Grove Illinois.

The varied employment and political experience of the members in our firm have afforded us the opportunity to develop extensive relationships across the state of Illinois with numerous legislators, political leaders and government executives. This demonstrated ability is documented through our success in obtaining and maintaining client contracts. We feel we successfully work with Democrats and Republicans in both legislative chambers, including those serving in committee and caucus leadership positions very effectively.

The text "OUR TEAM" is centered within a graphic consisting of two curved, metallic-looking lines that form a horizontal oval shape.

OUR TEAM

Marquardt & Humes, Inc. is comprised of two full-time in-house lobbyists in addition to one full-time client relationship specialist. Our lobbying team includes:

- **Mr. Scott R. Marquardt, Esq.**
- **Mr. John “Chip” Humes**
- **Carrie A. VanTilburg**



OUR TEAM

SCOTT R. MARQUARDT, ESQ.
Partner and Chief Legal Counsel

Scott R. Marquardt serves as a Partner and Chief Legal Counsel to Marquardt & Humes. Mr. Marquardt has been an independent lobbyist and consultant for various corporations and companies since 1996. Since becoming President of Marquardt & Company in 2002, Mr. Marquardt has focused his attention on assembling a team of consultants capable of providing our clients with the most comprehensive level of representation available.

Mr. Marquardt was born and raised in DuPage County. In fact, he is a 4th generation DuPage County resident. Mr. Marquardt began his professional career as a prosecutor in the DuPage County State's Attorney's Office. While an Assistant State's Attorney, he was responsible for prosecuting traffic, misdemeanor, and felony offenses and ultimately was placed in charge of the unit responsible for making charging decisions on high-level cases. Upon leaving the State's Attorney's Office after four years of service, Mr. Marquardt entered private practice and eventually became a partner and president of the Wheaton-based law firm of Marquardt & Belmonte, P.C. Today, Marquardt & Belmonte, P.C. is one of the largest firms of its kind in DuPage County.

In addition to his business and legal expertise, Mr. Marquardt also possesses a wide array of political campaign management experience -- which further enhances our firm's statewide network. He has managed numerous local campaigns and provided advice and counsel to dozens of candidates and elected officials at all levels of government.

Mr. Marquardt is a graduate of the University of Illinois at Urbana-Champaign and of the Chicago-Kent College of Law and remains active in his community by serving as a precinct committeeman.



OUR TEAM

JOHN “CHIP” HUMES
Partner

John “Chip” Humes serves as a Partner to Marquardt & Humes. As a former funeral director and co-owner of Humes Funeral Home in Addison, he has served families and the community for many years. His commitment to serving others and tending to their needs is as prevalent now as when he served as a paramedic and firefighter.

This drive to serve others and his community has given him great experience. As a former small business owner himself, he understands the concerns, needs and issues that small businesses have.

This led him to serve as President of the Addison Chamber of Commerce for three years. During his time as President, he worked to address the needs of businesses in Addison and advance the issues important to them; as well as to attract new businesses to the area.

Chip began his lobbying career in 2012 as a Consultant with Roger C. Marquardt & Company. He continues to work with members of state and local government to enhance the firm’s statewide network. Throughout his tenure with Roger C. Marquardt & Company he has contributed to the vast growth of the firm and is now a partner.

Chip is a graduate of Driscoll Catholic High School in Addison. He then attended College of DuPage and the Elgin Fire Academy, becoming a firefighter and certified paramedic. He later graduated from Worsham College of Mortuary Science. He proudly serves as a board member of DuPage Health Matters and is an avid supporter of the IL State Police Heratige He has served as a member of the Driscoll Catholic High School board, treasurer of the Adventist Glen Oaks Hospital Foundation, past president of the Addison Chamber of Commerce and Industry, member of the Addison Historical Commission. Mr. Humes is also a fourth degree Knight of Columbus.



CARRIE A. VANTILBURG

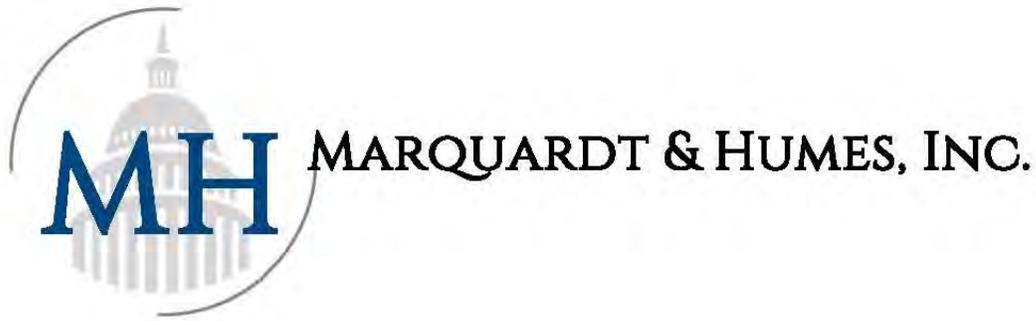
Client Relationship Specialist

Carrie VanTilburg is the Client Relationship Specialist at Marquardt & Humes. She joined our firm in 2001 after attending Illinois State University where she majored in political science and sociology. From 2002-2007, Ms. VanTilburg was one of Marquardt & Humes's registered lobbyists.

Ms. VanTilburg is responsible for monitoring and keeping Marquardt & Hume's clients informed of the day-to-day status of the legislative initiatives and other developments important to them. She also assists our clients in their reporting and compliance obligations with the Illinois Secretary of State's Index Department. During the legislative session, Ms. VanTilburg uses her considerable knowledge of Springfield-area venues to help our clients plan and coordinate meetings, receptions, dinners, and other events with members of the General Assembly.

In addition to her work with Marquardt & Humes Ms. VanTilburg is the legal assistant at Marquardt & Belmonte, P.C. and the administrative assistant for the Illinois Public Airports Association. She is also the event planner for the association's annual fall conference each year.

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CONTRACTUAL AGREEMENT

This Agreement is made on the 1st day of February 2026, between MARQUARDT & HUMES, INC. (“M&H INC.”) having its principal place of business, at 600 So. Second Street, Suite 400, Springfield, Illinois 62704 and DUPAGE COUNTY WATER COMMISSION., having its principal place of business at 600 Butterfield Rd., Elmhurst IL 60126

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

I. COMPENSATION AND TERMS

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

Professional Lobbying Services

The terms and compensation of this Agreement is as follows:

Term: February 1, 2026 through January 31, 2027

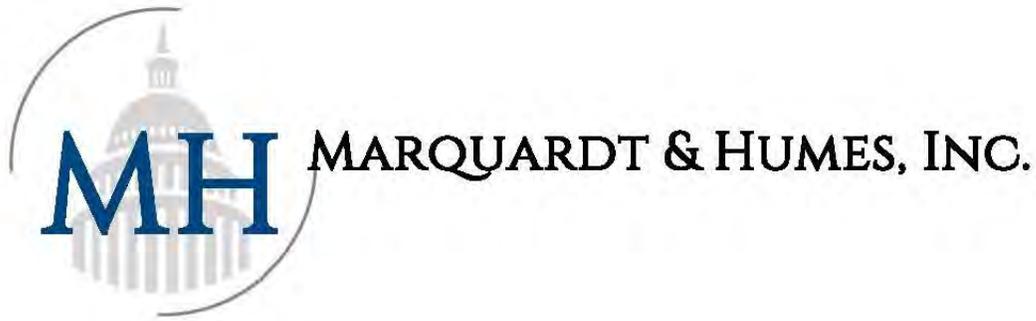
Compensation: \$48,000.00/year payable in 4 payments of \$12,000.00

Scope of Services include:

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

II. WARRANTIES BY M&H INC

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



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

III. INDEPENDENT CONTRACTOR

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

IV. BUSINESS PRACTICES

M&H INC hereby represents and covenants that they:

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

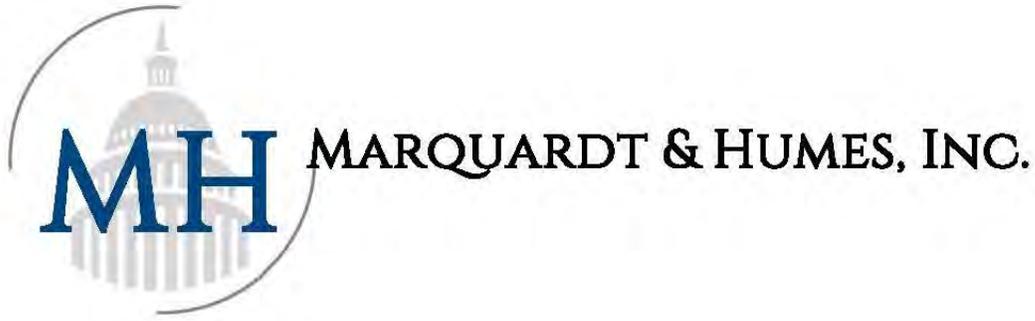
- or transfers of property of any type have been made, or promised to any governmental official or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision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

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

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

V. CONFIDENTIALITY

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



VI. GRANT

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

VII. ENTIRE AGREEMENT AND NOTICE

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

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

CLIENT

MARQUARDT & HUMES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



Resolution #: RFBA

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

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/6/2026

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

Agenda Section: Administration Committee

Originating Department: Administration

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

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

Recommended Motion:

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



TAI GINSBERG & ASSOCIATES, LLC

February 9, 2026

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

Dear Chairman Zay:

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

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

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

Key personnel on this engagement would include:

Jason Tai, Principal

Jason has over two decades of broad and substantive experience in federal and state government with expertise in transportation and infrastructure issues. He represents a diverse group of clients ranging from public sector agencies, Fortune 500 companies, mid-market businesses, and start-ups. He has proven successful in negotiating and securing significant federal and state funding for a variety of critical projects and managed complex

governmental and political processes to achieve results. Prior to joining the private sector government relations field, Jason served as Chief of Staff for two Members of Congress where he oversaw and managed all policy, projects, communications, intergovernmental, and political issues. Jason also served as a Professional Staff Member on the U.S. House Transportation & Infrastructure Committee. Jason also served in state government. The Governor of Illinois appointed him as a senior executive at the Illinois Department of Transportation serving dual appointed positions as Director of Public and Intermodal Transportation and Senior Policy Advisor to the Secretary. In the roles, he was responsible for a \$548 million budget, which funded statewide transit and rail operating and capital needs and administered federal and state funding for 52 transit agencies across Illinois and advising the Secretary on its federal policy issues in Washington.

Matt Ginsberg, Principal

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

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

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

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

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

Dave Sullivan, President

Dave Sullivan was appointed to the Illinois State Senate in 1998 to represent Chicago and the Northwest suburbs. He was duly elected in 2000 and was reelected in 2002 without

opposition. In his nearly two decades as a lobbyist, he has won the annual Golden Horseshoe Award for Best Illinois Lobbyist five times. Most recently, he was elected by his peers as the Speaker of the Illinois Third House for 2022.

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

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

Marc Poulos

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

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

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

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

3. **TERM.** This agreement is effective on February 1, 2026, and will continue through January 31, 2027.
4. **FEES.** In consideration of the Services, TG&A will receive a retainer of \$10,000 per month retainer plus expenses. Consulting fees shall be billed monthly and shall be paid within 30 days from receipt of invoice.
5. **CONFIDENTIALITY.** If either party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such matters except in the proper performance of this agreement.
6. **TERMINATION.** Either party may terminate this agreement for any reason upon 30 days' written notice to the other party.

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

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

Hon. James F. Zay
Chairman
DuPage Water Commission

Jason Tai
Principal
Tai Ginsberg & Associates, LLC

Date

Date

PREPARED BY TAI GINSBERG &
ASSOCIATES, LLC



JAN
2026

MONTHLY REPORT

LATEST LEGISLATIVE &
REGULATORY UPDATES

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EXECUTIVE SUMMARY

JANUARY PRIORITIES

Congress started 2026 with high stakes for spending and homeland security. The House passed all 12 appropriations bills, which largely rejected President Trump's requested drastic budget cuts. But towards the end of January, progress stalled in the Senate, where a "minibus" package of spending bills, including Defense, Labor-HHS-Education, Transportation-HUD (THUD), and the Department of Homeland Security (DHS) ran into some challenges.

Recent federal law enforcement shootings in Minneapolis led some Senators to withhold support for DHS funding until reforms to Immigration and Customs Enforcement and related agencies were implemented. Due to Senate Democrats' pressure, Senate Republicans, backed by the White House, agreed to split the DHS funding bill off from the "minibus."

On January 30, the Senate passed the now four-bill minibuss and a stopgap funding bill known as a continuing resolution (CR) to fund DHS at current levels through Feb. 13 via a 71-29 vote. However, given that the House was still in recess over the weekend, a partial government shutdown began on January 31. The House is set to vote on the Senate-passed measures on February 2.

Meanwhile, the Department of Transportation has been active this month, announcing new Commercial Driver's License (CDL) compliance audits, revised airspace restrictions at Ronald Reagan Washington National Airport, and contracts to modernize the nation's radar infrastructure.

LOOKING FORWARD

The second session of the 119th Congress is shaping up to be a busy one. Major legislative priorities this year include reauthorization of the farm bill, surface transportation programs, and the Water Resources Development Act, all of which are expected to drive bicameral negotiations. At the same time, Congress is working to finalize FY 2026 appropriations even as Members begin opening portals for FY 2027 appropriations and Congressionally Directed Spending stakeholder requests. The TG&A team is closely monitoring key deadlines and will continue to provide timely updates.

APPROPRIATIONS UPDATE

OVERVIEW

On January 19, House and Senate Appropriations Committee leaders unveiled **H.R. 7148**, *the Consolidated Appropriations Act 2026*. The package includes funding for Defense, Labor-HHS-Education, Transportation-HUD (THUD), and the Department of Homeland Security, as well as several authorizing-committee add-ons, such as health care “extenders” and trade preference renewals.

SENATE UPDATES

Following recent events in Minnesota involving Immigration and Customs Enforcement (ICE), several Senate Democrats indicated that they would withhold support for the Department of Homeland Security’s (DHS) funding within the a five-bill appropriations “minibus” package.

This broader FY26 minibus spending measure was approved by the House earlier this month and includes approximately \$64.4 billion in DHS funding, of which about \$10 billion is allocated for ICE.

The events in Minnesota led some Senators to withhold support for DHS funding until reforms to Immigration and Customs Enforcement and related agencies were implemented. Due this pressure, largely from Senate Democrats, Senate Republicans, backed by the White House, agreed to split the bill funding DHS off from the minibus.

On January 30, Senate passed the now four-bill minibus and a stopgap funding bill known as a continuing resolution (CR) to fund DHS at current levels through Feb. 13 via a 71-29 vote. However, with the House still in recess over the weekend, a partial government shutdown began on January 31. The House is set to vote on the Senate-passed measures on February 2.

HOUSE UPDATES

On January 22, the House approved funding DHS by a vote of 220–207. The vote followed a request from Democratic House Members for a standalone consideration of DHS funding. Later that day, the House voted 341–88 to pass a broader, bipartisan “minibus” appropriations package funding Defense, Health and Human Services, Transportation-HUD, and Education through September 30, 2026.

Prior to final passage, the House rejected two amendments offered by Republican Members. By a vote of 291–136, the chamber defeated an amendment offered by Representative Ralph Norman (R-SC) to eliminate earmarks in the Labor-HHS-Education portion of the bill. The House also rejected an amendment from Representatives Thomas Massie (R-KY) and Scott Perry (R-PA) that would have repealed the Department of Transportation’s requirement for drunk-driving prevention technology in new vehicles, enacted in 2021. The final vote against that amendment was 268–164.

The House is set to consider on the Senate-passed measures on February 2.

APPROPRIATIONS UPDATE

TRANSPORTATION-HUD BILL OVERVIEW (H.R. 7148)

The final, bipartisan Transportation-HUD (THUD) Appropriations bill included in H.R. 7148 provides the majority of public transit and passenger rail funding authorized under the Infrastructure Investment and Jobs Act (IIJA). When combined with IIJA advance appropriations, the measure provides **\$21.1 billion for public transit in FY 2026**, an increase of \$168 million over FY 2025 enacted levels.

The legislation also provides **\$15.9 billion for passenger and freight rail in FY 2026**, a \$298 million decrease from FY 2025 enacted levels. This total is **\$5.1 billion below** the funding level authorized in the IIJA.

SELECTED THUD HIGHLIGHTS

- **Aviation:** Funds approximately 2,500 air traffic controllers and provides **\$140 million** for the Federal Aviation Administration to implement a **3.8 percent pay increase** for air traffic controllers and related supervisory staff.
- **CRISI Grants:** Provides **\$137 million** for Consolidated Rail Infrastructure and Safety Improvement (CRISI) grants, a **\$37 million increase from FY 2025**, including **\$20 million transferred from IIJA funding**. Of this total, **\$87 million** is designated for **Congressionally Directed Spending projects**, and eligibility is expanded to include **commuter rail projects** that implement or sustain positive train control systems
- **Federal-State Partnership Grants:** The IIJA provides **\$7.2 billion** for the Federal-State Partnership for Intercity Passenger Rail Program, with an additional **\$20 million** provided through the THUD Appropriations Act.
- **Programmatic Shifts:** Compared with prior years, the bill reduces funding for electric vehicle charging infrastructure and high-speed rail programs.



*Rep. Steve Womack,
Chair of THUD Subcommittee
House Appropriations, 7/14/25*



*Sen. Cindy Hyde-Smith
Chair of THUD Subcommittee
Senate Appropriations, 7/24/25*

[View an APTA breakdown here](#)

APPROPRIATIONS UPDATE

THUD APPROPRIATIONS: MODAL AGENCY HIGHLIGHTS

Federal Highway Administration (FHWA)

- **\$62.7 billion** in obligation limitation from the Highway Trust Fund (HTF).
- From the General Fund: **\$1.5 billion** for earmarks, **\$350 million** for bridges in low-density/small-population states, **\$200 million** for federal/tribal projects, and **\$200 million** for truck parking.
- Total new General Fund appropriations in the THUD bill: **\$927 million**.

Federal Transit Administration (FTA)

- **\$14.6 billion** in obligation limitation from the HTF.
- From the General Fund for Transit Infrastructure Grants (TIG): **\$148 million** for earmarks, **\$45 million** for ferries, **\$15 million** for public safety.
- Total new General Fund appropriations in the THUD bill: **\$23 million**.

Federal Railroad Administration (FRA)

- **\$265 million** in additional General Fund appropriations for safety and operations.
- Amtrak funding from General Fund and IIJA Division J: **\$850 million** for the Northeast Corridor and **\$1.6 billion** for the National Network.

Federal Aviation Administration (FAA)

- **\$13 billion** from the Airport and Airway Trust Fund (AATF) for operations.
- **\$669 million** from the General Fund.
- Airport Improvement Program (AIP): **\$4 billion** from AATF plus **\$577 million** from IIJA Division J and new General Fund appropriations.
- **\$4 billion** in new General Fund appropriations for Facilities and Equipment.

Federal Motor Carrier Safety Administration (FMCSA)

- **\$542 million** for Motor Carrier Safety Grants.
- **\$390 million** from HTF for operations and programs.

National Highway Traffic Safety Administration (NHTSA)

- **\$850 million** from HTF for Highway Traffic Safety Grants.
- **\$210 million** from HTF for operations and research.
- **\$200 million** from General Fund, including IIJA Division J transfers.

Office of the Secretary of Transportation (OST)

- **\$145 million** in new General Fund appropriations for BUILD grants.
- **\$514 million** for Essential Air Services subsidies.
- **\$205 million** rescinded from unobligated funds in the SMART Grants program.

APPROPRIATIONS UPDATE

UPDATES ON H.R. 6938 MINIBUS

On January 23, President Trump signed H.R. 6938, the Commerce, Justice, Science (CJS); Energy and Water Development (EWD); and Interior and Environment Appropriations Act, 2026, into law. The Senate approved the minibus package 82–15, and the House passed it 397–28. The legislation funds both CJS agencies and Interior, Environment, and Related Agencies.

Key highlights of the EWD portion:

- **Department of Energy (DOE):** Just over **\$49 billion**, with several clean energy and carbon management programs reduced or reprogrammed.
- **Army Corps of Engineers – Civil Works: \$10.4 billion** to support flood risk reduction, coastal resiliency, port navigability, and ecosystem restoration.
 - **Construction: \$3.2 billion** for priority new and ongoing projects, including critical dam safety initiatives.
 - **Mississippi River and Tributaries: \$531.6 million, \$275 million** above the FY26 President’s budget request.
 - **Operation and Maintenance: \$6 billion, \$460 million** above FY25 enacted, funding dredging, repairs, and operation of navigation structures.

*SEE THE FULL BILL
TEXT OF H.R. 6938 [HERE](#)*



View the Senate EWD
breakdown [here](#)



View the Senate CJS
breakdown [here](#)



*Senate Appropriations Chair Collins;
Politico, 1/27/25*

NOTABLE JANUARY HEARINGS & MARKUPS

JANUARY 21 - HOUSE TRANSPORTATION & INFRASTRUCTURE COMMITTEE EXECUTIVE SESSION

The Committee approved the following measures via voice vote:

- Amendment in the Nature of a Substitute (ANS) to H.R. 2247, *Pilot Certificate Accessibility Act* – This bill modernizes FAA requirements by allowing pilots and other FAA certificate holders to present digital certificates instead of physical ones. This legislation was introduced by Representative Tim Burchett (R-TN) with Tracey Mann (R-KS) as an original cosponsor.
- ANS to H.R. 2474, *Expanding Appalachia's Broadband Access Act* – This bill directs the Government Accountability Office (GAO) to study whether satellite broadband can be effectively incorporated into broadband projects supported by the Appalachian Regional Commission. This legislation was introduced by Representative Dave Taylor (R-OH).
- ANS to H.R. 6618, *Wildfire Aerial Response Safety Act* – This bill directs the FAA to conduct a study and report on how unmanned aircraft system (UAS) incursions impact wildfire suppression efforts. This bipartisan legislation was introduced by Representative Janelle Bynum (D-OR) with Elijah Crane (R-AZ), Joe Neguse (D-CO), and Juan Ciscomani (R-AZ) as original cosponsors.
- ANS to H.R. 6744, *Military Air Traffic Control Transition Act* – This bipartisan bill strengthens efforts to help experienced military air traffic controllers more easily transition into civilian roles at the FAA, addressing the ongoing air traffic controller shortage. This bipartisan legislation was introduced by Representative Laura Gillen (D-NY) with Tracey Mann (R-KS) as an original cosponsor.
- ANS to H.R. 7084, *Defending American Property Abroad Act of 2026* – This bill aims to protect U.S.-owned infrastructure assets in foreign countries by authorizing the president to deny port entry to vessels that have also called at ports or terminals that were expropriated or nationalized from U.S. persons by governments in Western Hemisphere countries with U.S. free trade agreements. This bipartisan legislation was introduced by Representative August Pfluger (R-TX) and Salud Carbajal (D-CA).

NOTABLE JANUARY HEARINGS & MARKUPS

JANUARY 28 - SENATE ENVIRONMENT & PUBLIC WORKS COMMITTEE HEARING: *EXAMINE THE FEDERAL ENVIRONMENTAL REVIEW AND PERMITTING PROCESSES PART II*

Senate Environment and Public Works (EPW) Committee Ranking Member Sheldon Whitehouse (D-RI) said that the Committee could revive stalled talks over easing federal permitting rules if the Trump administration stops its attacks on renewable energy projects. EPW Chair Shelley Moore Capito (R-WV) empathized with the Democrats' position and said that making it easier to build energy projects of all energy types would "relieve the economic pressure Americans are facing across the nation."

Solar Energy Industries Association President and CEO Abigail Ross Hopper said at the hearing that "the federal permitting process has lost credibility regarding solar projects." She emphasized that any reforms must reverse Interior Secretary Doug Burgum's order from last year requiring his personal review of each step of wind and solar projects built on federal lands. Dustin Meyer, Senior Vice President of Policy, Economics and Regulatory Affairs at the American Petroleum Institute, echoed that sentiment, stating that a permitting bill should prevent "arbitrary suspensions or revocations" of permits "driven by political or policy shifts rather than new facts or violations."



SURFACE TRANSPORTATION REAUTHORIZATION

The Senate Commerce Rail Subcommittee and Senate Banking's Transportation Subcommittee have not made progress on drafting the surface transportation reauthorization bill. Senate Environment and Public Works (EPW) Committee Chair Shelley Moore Capito (R-WV), whose committee has jurisdiction over the highway title, has indicated no plans to change her goal of releasing a draft surface transportation reauthorization bill by early March and to hold a markup later that month.

House Transportation and Infrastructure (T&I) Committee Chair Sam Graves (R-MO) has said the House plans to mark up its companion legislation in the "very first part" of 2026. Congressional leaders are eyeing the bill as a key vehicle for permitting reform. Climate and energy proposals, including potential fees on electric and hybrid vehicles, will also be at the heart of the negotiations.

Senate EPW Ranking Member Sheldon Whitehouse (D-RI) has voiced frustrations over the Trump Administration's handling of clean energy projects. He stated that he would stall updates to federal permitting, surface transportation reauthorization, and the Water Resources Development Act until the Trump administration lifts its restrictions on offshore wind. As the Ranking Democrat on the committee with primary jurisdiction over these bills, his concerns are likely to slow Senate negotiations.



*EPW Chair Capito;
Senate EPW, 1/29/25*



*House T&I Chair Graves;
T&I 1/21/25*



*EPW Ranking Member Whitehouse;
Politico, 1/28/25*

LEGISLATIVE UPDATES

PERMITTING REFORM

After House action on permitting reform, Senate momentum slowed last month after the Trump Administration escalated its opposition to offshore wind by issuing a 90 day pause on five ongoing projects off the Atlantic Coast.

Senate Environment and Public Works (EPW) Committee Ranking Member Sheldon Whitehouse (D-RI) and Senate Committee on Energy and Natural Resources (ENR) Ranking Member Martin Heinrich (D-NM) issued statements opposing the Administration's decision and declaring that no permitting deal could be reached if the "Administration refuses to follow the law." Both senators stated that the Administration must reverse its pause on the offshore wind projects and cease its attacks on fully permitted renewable energy projects before permitting talks to resume in the Senate.

At an EPW Hearing on permitting on January 28, EPW Ranking Member Whitehouse (D-RI) said that the Committee could revive stalled talks over easing federal permitting rules if the Trump administration stops its attacks on renewable energy projects. EPW Chair Shelley Moore Capito (R-WV) empathized with the Democrats' position and said that making it easier to build energy projects of all energy types would "relieve the economic pressure Americans are facing across the nation."

WATER RESOURCES DEVELOPMENT ACT

The House Transportation and Infrastructure (T&I) Committee is making progress on advancing the 2026 Water Resources Development (WRDA) Act. WRDA authorizes studies and projects within the United States Army Corps of Engineers (Corps) Civil Works mission areas, including navigation, flood damage reduction, hurricane and storm damage reduction, shoreline protection, and ecosystem restoration. The T&I Subcommittee on Water Resources and Environment issued a request for Member submissions, including Corps projects and policy requests, by January 30. Following that deadline, the T&I Subcommittee on Water Resources and Environment will review the requests for inclusion as it drafts the 2026 WRDA bill.

However, the Trump Administration's efforts to exert more control over which Corps projects receive priority has spurred backlash from Democrats, which could slow down progress on the bill. In November 2025, all nine Democrats on the Senate EPW Committee criticized the Administration's threat to pause \$11 billion in water infrastructure projects in blue states, warning it would undermine WRDA negotiations. Additionally, at a House T&I Committee hearing in December, Democrats expressed frustrations with a new Department of Defense policy that restricts the Corps's communication with Congress.



*CST Chair Cruz;
Politico, 12/17/25*

S 2503, ROTOR ACT

On January 19, Senate Commerce Chair Ted Cruz (R-TX) and Ranking Member Maria Cantwell (D-WA) sent a letter to Senate and Appropriations Committee leaders urging the inclusion of their bipartisan S. 2503, the Rotorcraft Operations Transparency and Oversight Reform (ROTOR) Act, in the FY26 Transportation, Housing, and Urban Development Appropriations (THUD) package.

The ROTOR Act was drafted in response to the January 29, 2025, collision between an American Airlines flight and an Army helicopter near Ronald Reagan Washington National Airport that resulted in 67 fatalities. The bill would limit the Army's ability to disable ADS-B Out on helicopters nationwide to prevent further collisions.



Read the letter [here](#)



*CST Ranking Member Cantwell;
Yahoo, 10/16/25*

In late December, the Senate passed the ROTOR Act as a standalone bill via unanimous consent late. However, House T&I Chair Sam Graves (R-MO) continues to oppose the current version of the ROTOR Act, as he argues that the requirement for location-receiving technology on aircrafts would be overly burdensome for small-scale aviation.

In the recent letter, both Commerce Committee leaders share that the Department of Transportation, Pentagon, Federal Aviation Administration, National Transportation Safety Board, and the families of the 67 victims all support the legislation. The Senators also urged that the ROTOR Act be included in the final THUD bill to close critical safety loopholes and avoid delays that could occur if the ROTOR Act was instead attached to the FY26 legislation as a floor amendment.

USDOT UPDATES

RAIL

FEDERAL-STATE PARTNERSHIP (FSP) NOFO

The Federal-State Partnership (FSP) for Intercity Passenger Rail Grant Program Notice of Funding Opportunity (NOFO) is still open for applications through February 6. The NOFO includes more than \$5 billion in funding for projects that enhance safety on intercity passenger rail networks.

This includes improvements to grade crossings. FSP funds capital projects not located on the Northeast corridor that reduce the state of good repair backlog, improve performance, or expand or establish new intercity passenger rail service, including privately operated intercity passenger rail service.

 [Apply or learn more *here*](#)

Applications are due February 6, 2026.

HIGHWAY

COMMERCIAL VEHICLE SAFETY GRANT AWARDS

Transportation Secretary Duffy announced \$118 million in awards across three Federal Motor Carrier Safety Administration (FMCSA) grant programs designed to improve commercial vehicle safety.

- **\$71.6 million** in High Priority (HP) grants to support state and local enforcement efforts to reduce commercial motor vehicle (CMV) related crashes and deploy new technology to ensure CMV compliance with safety regulations.
- **\$43.8 million** in Commercial Driver's License Program Implementation grants to help states comply with federal CDL regulations and prevent fraud.
- **\$3.4 million** in Commercial Motor Vehicle Operator Safety Training grants to support servicemembers in accessing commercial driver training.

USDOT UPDATES

FMCSA NATIONWIDE COMMERCIAL DRIVER'S LICENSES (CDL) AUDIT

As part of USDOT's nationwide audit into state practices in issuing non-domiciled Commercial Driver's Licenses (CDLs), USDOT found that the North Carolina Department of Transportation had issued 54% of its CDLs in ways that did not comply with federal standards. Transportation Secretary Duffy has threatened to freeze \$50 million in USDOT funding for North Carolina and warned that continued noncompliance could lead to decertification of the state's CDL program.

After the State of California failed to cancel non-compliant CDLs by the January 5, 2026, deadline, Transportation Secretary Duffy directed the Federal Motor Carrier Safety Administration (FMCSA) to withhold approximately \$160 million in federal funding (National Highway Performance Program and Surface Transportation Block Grant). FMCSA issued a Final Determination on January 7, 2026.

AVIATION

NEW RADAR SYSTEM

On January 5, USDOT Secretary Duffy and Federal Aviation Administration (FAA) Administrator Bedford announced that the FAA will begin replacing the nation's aging radar system. Through funding from the One Big Beautiful Bill, USDOT will replace the ground-based radars to improve safety. RTX and Indra were awarded the contracts and will work to replace up to 612 radars by 2028 with modern, commercially available surveillance radars.

Replacements will begin in the first quarter of 2026 and will continue on a rolling basis, prioritizing high-traffic areas. In addition to modernizing the network of surveillance radars, the FAA will consolidate the 14 different configurations in the National Airspace System (NAS), simplifying maintenance and logistics.

NEW RESTRICTIONS FOR DCA AIRSPACE

On January 22, USDOT Secretary Duffy announced that the FAA is formalizing permanent restrictions for helicopters and powered-lift from operating in certain areas near Ronald Reagan Washington National Airport (DCA), unless these aircraft are conducting essential operations. These restrictions were put in place following the deadly American Airlines 5342 crash and are supported by the NTSB's preliminary recommendations.

The FAA [published](#) and implemented the new policy as an Interim Final Rule (IFR) to significantly reduce midair-collision risks.

 [Submit public comment here](#)

UNION PACIFIC AND NORFOLK SOUTHERN MERGER

OVERVIEW

On January 16, the Surface Transportation Board (STB) rejected the proposed Union Pacific (UP) and Norfolk Southern (NS) merger in its current form, stating that the application was incomplete. In its [15-page decision](#), the STB detailed problems with market-share data, failures to include the complete merger agreement between the two railroads, and issues with how the application addressed control of the Terminal Railroad Association of St. Louis. The board's decision will slow the merger process, as UP plans to file an expected merger application in March. Class I railroads, including Canadian National, BNSF, and CSX, released statements supporting the STB's initial decision. However, UP CEO Jim Vena remained optimistic amidst the setback and still expects the transaction to close in early 2027, assuming the board approves the \$85 billion deal.

In its press release, the STB noted that the decision "should not be read as an indication of how the Board might ultimately assess any future revised application." The recent CSX and Pan Am Railways merger provides a precedent where an initial rejection of an application was ultimately approved upon resubmission.

CONGRESS

Members of Congress are still voicing their opinions on the merger. A day prior to the STB's decision, Representatives Chris Deluzio (D-PA), Patrick Ryan (D-NY), Angie Craig (D-MN), Pramila Jayapal (D-WA), co-chairs of the Monopoly Busters Caucus, and Representatives Donald Norcross (D-NJ), Mark Pocan (D-WI), and Debbie Dingell (D-MI), co-chairs of the Congressional Labor Caucus, sent a letter to STB Chair Fuchs urging UP and NS to explain in detail how the railroads' potential merger would impact labor.

In the letter, the Members urge the STB to require UP and NS answer a set of questions as part of the board's public-interest review of the merger proposal. The questions focus on the labor implications of a potential merger, including how it may affect longstanding challenges in the rail industry related to work competition, safety, and reliable service.

The lawmakers requested that the board provide those answers to Congress at least 60 days before any decision on the merger and "consider those responses and potential harms to workers as part of its decision."



Read the letter [here](#)



CONTACT US

TAI GINSBERG & ASSOCIATES



202-536-6632



MEMORANDUM

To: Paul May – General Manager

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

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

Date: 2/12/2026

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for January 2026 totaled 2.13 billion gallons. This represents an average daily demand of 68.6 million gallons per day (MGD), which is higher than January 2025 average day demand of 67.8 MGD. The maximum day demand was 73.6 MGD, which is lower than the January 2025 maximum day demand of 78.6 MGD. The minimum day flow was 63.9 MGD.

The recorded total precipitation for January 2026 was 2.49 inches compared to 1.14 inches for January 2025. The level of Lake Michigan for January 2026 is 577.49 (Feet International Great Lakes Datum (IGLD) 1985) compared to 577.9 (Feet IGLD 1985) for January 2025.

DuPage Operations & Instrumentation Maintenance and Construction Overview

HLP No. 8 was shipped to Superior Industrial Equipment for inspection and repair recommendations. Refurbishment of the third of nine cone valves programmed for service at A/C Service and Repair is being scheduled.

Staff continue to work with CDM Smith and Strand Associates to provide design documents to alleviate the electrical issues with the medium voltage switchgear. R-17-26 Appears on the agenda seeking approval of the 2nd Amendment to Task Order No. 02 with CDM Smith to fabricate the redundant power supply panels and provide additional inspection services.

High-Lift Pump and Motor efficiency evaluations were completed overnight on January 26th -January 27th. The engineering report is forthcoming.

R-13-25 appears on the agenda seeking approval of a 1-year extension of the Quick Response Electrical Contract with all three of the current electrical firms under contract.

Lexington Operations and Maintenance Overview

On Tuesday January 6th, the Lexington Pump Station (LXPS) experienced a complete system shutdown of the pumping of water to the DuPage Pumping Station. The Deputy Commissioner of Water Pumping reported that LXPS staff are continuing to troubleshoot the failure and eventually will implement a permanent solution.

On November 17, 2025, A contractor reached out to DWC regarding the approval of a work permit to construct facilities adjacent to the 12" diameter tunnel which transports water from the Chicago system to the Lexington Pumping Station and is a single point of failure for the supply to the Commission. The issue was resolved and the work has been completed.

Chicago Department of Water Management has agreed to go forward with the proposals for installation of vibration analysis instrumentation. R-18-26 appears on the agenda seeking approval of the Task Order, Purchase of Vibration Analysis Equipment, and Installation by Quick Response Electrical Contractor.

Chicago DWM has performed troubleshooting their SCADA system deficiencies, have identified the root cause of the ongoing issues and has provided a draft work plan to remediate current and future SCADA issues.

Alternate Water Source

The Source Water project continues to move forward with the Draft Comprehensive Plan now completed. Commissioners were provided with a copy of the draft report for review and in-depth discussion. The Comprehensive Plan is intended to serve as the foundational document to guide decisions as the project moves forward, and it includes a significant amount of information regarding the business case, governance considerations, project delivery methodologies, project communication strategies, and case studies for other successful projects.

Coordination/steering meetings have been scheduled with NSMJAWA and Glencoe to continue to advance the project, with a focus on governance and shared objectives.

Pipeline & Remote Facilities Maintenance Overview

A Quick Response Contractor mobilized and commenced excavation at the location a potential leak on a DWC 30" steel water main located in the City of Naperville where water was surfacing, however no leak was found and the excavation backfilled. The 1,600-foot stretch of DWC watermain is being frequently monitored for changing conditions. A Work Authorization Order will be brought forth for ratification at a future Commission meeting.

Resolution R-16-26 appears on the agenda to authorize the General Manager to purchase custom manhole frames and lids to Commission standard from a sole source manufacturer.

The performance of corrective work by contract at various roadway utility structures throughout the transmission and distribution system is temporarily halted due to winter.

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 Highland Avenue and Park Blvd in the vicinity of the Commission's 54-inch water main.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. This spring, Commission staff will be bringing Change Order No. 7 to the board for miscellaneous changes to the project, as well as a request to modify the completion date of the project, which was originally set for May 31, 2026. The intention would be to extend the project schedule due to multiple factors that were faced during the integration process. Factors include delays to various control panel components that were affected by the supply chain issues, delays due to various integration testing that extended past the original expectation, and delays due to communication backhaul upgrading and configuration that took more effort and time than originally anticipated. Though the project completion date is looking to be extended, the project is currently and is anticipated to remain under budget. Work has fully transitioned to RTU replacements at remote sites and will be continuing to the completion of the project. Additional tasks that are underway in the near future are the replacement and upgrade of the fiber infrastructure at the DWC campus.

The Systems and IT (SIT) team met with CISA Cybersecurity Advisors on Thursday January 29, 2026, to perform the Cybersecurity Performance Goals service. The results of the assessment were very positive; they affirmed the Commission's cybersecurity posture and practices but also provided useful insight and tips that continue to harden our systems. The CISA Cybersecurity Advisors shared with the SIT team that the Commission's results were at the top of the range compared to all assessments they have done with other Water and Wastewater organizations.

The annual Customer Meter Testing Program is ongoing and is 100% complete and reflects an overall meter accuracy of 99.89% for the 213 meters in service as tested. A total of three meters, of the 213 meters experienced errors outside of the contractual limits of 98% to 102% accuracy.

Engineering & Capital Improvement Program Overview

R-19-26 Appears on the agenda seeking approval of an amendment to Task Order #2 with Jacobs Associates, dba Delve Underground (Delve), for professional consultation services in connection with various projects as they arise. The task order was originally approved for a specific project, however, based on a change in the Contractor's scope it does not appear that the associated assistance by Delve will require the full funding amount. The proposed amendment would allow Staff to utilize Delve for pipeline conflict review assistance as needed. There is no additional cost associated with this action.

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection location has been completed. Permit applications with the IEPA, IDOT, etc. are being compiled and submitted.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 97% complete. Permit submittals continue to be coordinated, with all review comments assessed and incorporated as necessary into the project drawings by the design team. Coordination with ComEd continues to move forward, having recently addressed a few remaining concerns that ComEd brought forward.

Efforts related to easement acquisition also continue, with Ordinance O-3-26 appearing on the agenda. This item includes necessary property acquisition (easements) required in order to complete the construction of the WaterLink Pipeline.

Construction on the Book Road section remains underway, with a current focus on excavation at shaft locations and trenchless casing pipe installation at designated locations. The connection into the Commission's existing distribution network is anticipated to take place in March.

Preconstruction meetings were recently held for Section 2C (Airy's, Inc.) and Sections 3A/3B (Benchmark and D. Construction). These Contractors have not yet shared a specific schedule, however, both have indicated that they look to begin preliminary work no later than March.

Separate bid openings for the Feeder Main Sections 1 and 2 (36" diameter) were held earlier this month, with six bids submitted for each section. Contract awards for these sections are proposed under resolutions R-20-26 and R-21-26 to Bolder Contractors, LLC and a Joint Venture between Benchmark Construction and D. Construction.

The next bid package will include the construction of the seven metering stations and a chemical feed building and is tentatively planned to be advertised toward the end of February, with a contract award likely to be recommended at the April Board meeting.

Board Action Items

Resolution R-13-26: A Resolution Approving a 1-Year Extension of Contract QR-10/24 with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc. **(No Cost This Action)**

Resolution R-15-26: Approval of Amendment #2 to Task Order #1 of a Master Services Agreement with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor **(Not-To-Exceed \$500,000)**

Resolution R-16-26: A Resolution Authorizing the General Manager to Purchase Frame and Lids from a Sole Source Manufacturer at a Cost Not-to-Exceed \$27,552.00 **(Neenah Foundry – Cost Not-To-Exceed \$27,552)**

Resolution R-17-26: A Resolution Approving and Ratifying a 2nd Amendment to Task Order No. 02 Under a Master Contract with CDM Smith, Inc. **(Increase of Not-To-Exceed Cost from \$124,580.00 to \$206,134.72)**

Resolution R-18-26: A Resolution Authorizing the Execution of Task Order No. 01 for Major Maintenance at the Lexington Pump Station and Including Material and Labor Services **(Estimated Expense Not-To-Exceed \$363,840, Reimbursable by the City of Chicago in an amount up to \$216,288)**

Resolution R-19-26: A Resolution Approving and Ratifying a First Amendment to Task Order No. 02 Under a Master Services Agreement with Jacobs Associates dba Delve Underground and Authorization of Additional Work Under Task Order No. 02 **(Not-To-Exceed \$30,000 for This Assignment)**

Resolution R-20-26: Award of a Contract for the Construction of the West Feeder Main from Harvey Road to Collins Road (Contract FW-1/25 Section 1) **(Bolder Contractors, LLC - \$29,256,404.20)**

Resolution R-21-26: Award of a Contract for the Construction of the West Feeder Main from Collins Road to Minkler Road (Contract FW-1/25 Section 2) **(D. Construction, Inc. & Benchmark Construction Co., Inc Joint Venture - \$25,548,000)**

Attachments

1. DuPage Laboratory Bench Sheets for January 2026
2. Water Sales Analysis 01-May-2020 to 31-January-2026
3. WaterLink Status Report
4. Alternate Water Source Report

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Jan-26

PER DAY AVERAGE 77,733,045

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-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%	\$10,516,636.80	\$9,046,045.40	426,636	0.02%	97.92%	\$5.39	\$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	\$12,751,706.16	\$10,580,551.45	964,148	0.04%	98.08%	\$5.58	\$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	\$14,274,398.88	\$12,265,414.20	669,121	0.03%	97.91%	\$5.58	\$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	\$14,383,755.72	\$12,378,962.70	5,976,667	0.23%	97.95%	\$5.58	\$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	\$15,199,819.56	\$13,098,723.30	5,570,100	0.20%	97.79%	\$5.58	\$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	\$14,551,585.38	\$12,522,065.40	887,220	0.03%	97.77%	\$5.58	\$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	\$12,592,944.00	\$10,846,953.00	715,430	0.03%	97.67%	\$5.58	\$4.693
Nov-24	1,872,414,000	1,918,174,238	97.61%	\$10,448,070.12	\$9,001,956.60	517,416	0.03%	97.64%	\$5.58	\$4.693
Dec-24	2,003,025,000	2,053,944,598	97.52%	\$11,176,879.50	\$9,639,162.00	465,013	0.02%	97.54%	\$5.58	\$4.693
Jan-25	2,084,797,000	2,142,229,363	97.32%	\$11,633,167.26	\$10,053,482.40	295,500	0.01%	97.33%	\$5.58	\$4.693
Feb-25	1,882,269,000	1,935,765,374	97.24%	\$10,503,061.00	\$9,084,546.90	225,910	0.01%	97.25%	\$5.58	\$4.693
Mar-25	1,991,703,000	2,037,452,909	97.75%	\$11,113,702.74	\$9,561,766.50	307,123	0.02%	97.77%	\$5.58	\$4.693
Apr-25	2,007,784,000	2,062,448,476	97.35%	\$11,203,434.72	\$9,679,070.70	4,167,787	0.20%	97.55%	\$5.58	\$4.693
May-25	2,375,691,000	2,438,182,271	97.44%	\$13,779,007.80	\$11,442,389.40	864,737	0.04%	97.47%	\$5.80	\$4.693
Jun-25	2,581,750,000	2,650,830,953	97.39%	\$14,974,150.00	\$12,938,705.88	1,033,008	0.04%	97.43%	\$5.80	\$4.881
Jul-25	2,657,585,000	2,731,622,698	97.29%	\$15,413,993.00	\$13,333,050.39	779,447	0.03%	97.32%	\$5.80	\$4.881
Aug-25	2,585,750,000	2,649,626,669	97.59%	\$14,997,350.00	\$12,932,827.77	940,653	0.04%	97.62%	\$5.80	\$4.881
Sep-25	2,474,431,000	2,542,535,157	97.32%	\$14,351,699.80	\$12,410,114.10	3,791,192	0.15%	97.47%	\$5.80	\$4.881
Oct-25	2,235,209,000	2,282,050,781	97.95%	\$12,964,212.20	\$11,138,689.86	760,583	0.03%	97.98%	\$5.80	\$4.881
Nov-25	1,921,845,000	1,964,172,176	97.85%	\$11,146,701.00	\$9,587,124.39	499,812	0.03%	97.87%	\$5.80	\$4.881
Dec-25	2,083,561,000	2,137,963,067	97.46%	\$12,084,653.80	\$10,435,397.73	416,706	0.02%	97.47%	\$5.80	\$4.881
Jan-26	2,091,449,000	2,147,664,659	97.38%	\$12,130,404.20	\$10,482,751.20	585,634	0.03%	97.41%	\$5.80	\$4.881
TOTALS (1)	958,370,716,798	985,796,707,274	97.22%	\$2,558,955,695.60	\$2,253,512,303.27	901,942,177	0.09%	97.31%	\$2.67	\$2.286

(1) - SINCE MAY 1, 1992

(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

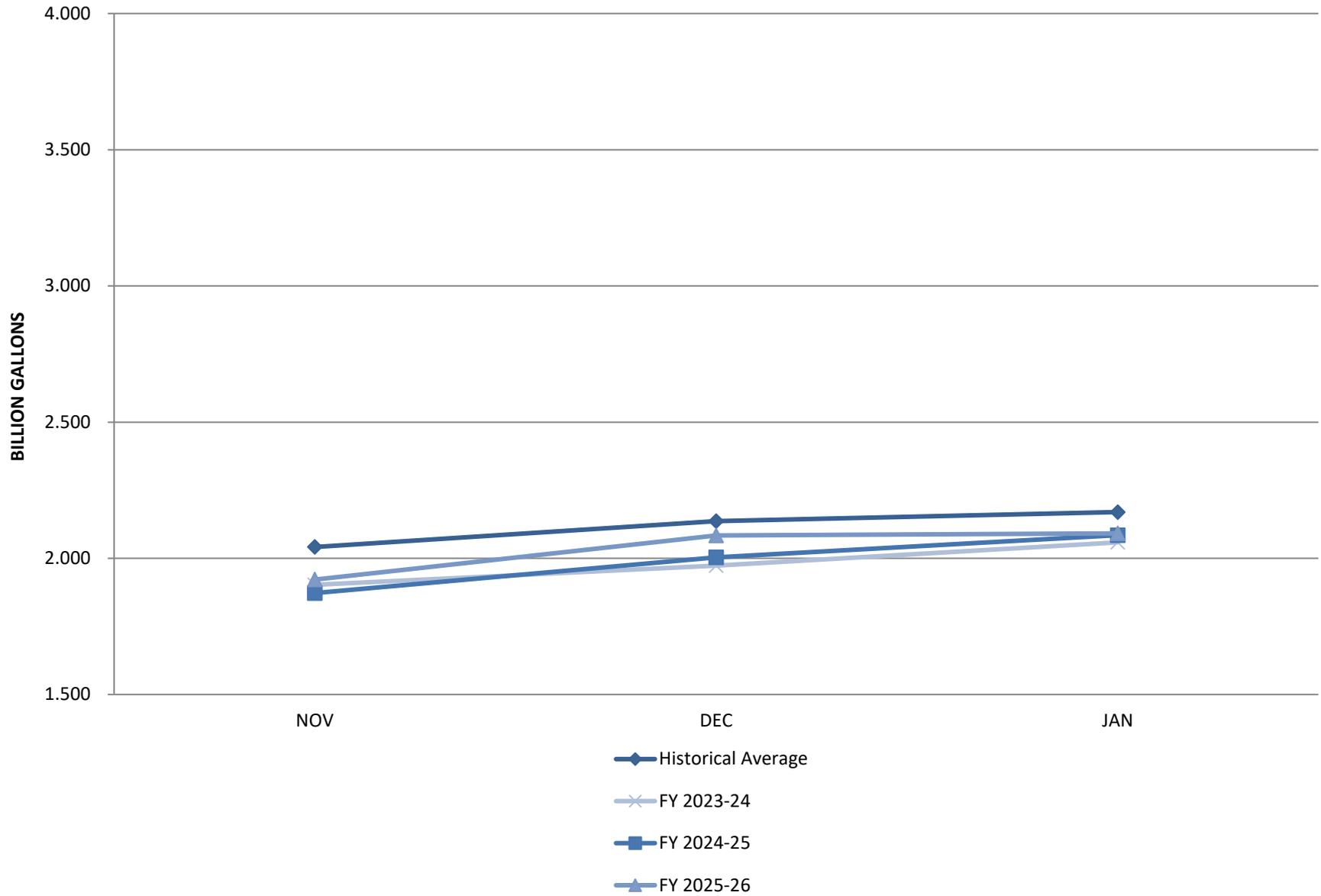
Jan-25	20,969,951,000	21,467,352,437	97.68%	117,012,327	100,387,271				\$5.58	\$4.676
Jan-26	21,007,271,000	21,544,648,431	97.51%	121,842,172	104,701,051				\$5.80	\$4.860
	37,320,000	77,295,994		\$4,829,845	\$4,313,780					
	0.2%	0.4%		4.1%	4.3%					
Month										
Jan-25	2,084,797,000	2,142,229,363	97.32%	11,633,167	10,053,482				\$5.58	\$4.693
Jan-26	2,091,449,000	2,147,664,659	97.38%	12,130,404	10,482,751				\$5.80	\$4.881
	6,652,000	5,435,296		\$497,237	\$429,269					
	0.3%	0.3%		4.3%	4.3%					
Jan>Dec	7,888,000	9,701,592		45,750	47,353					

DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
JANUARY 2026

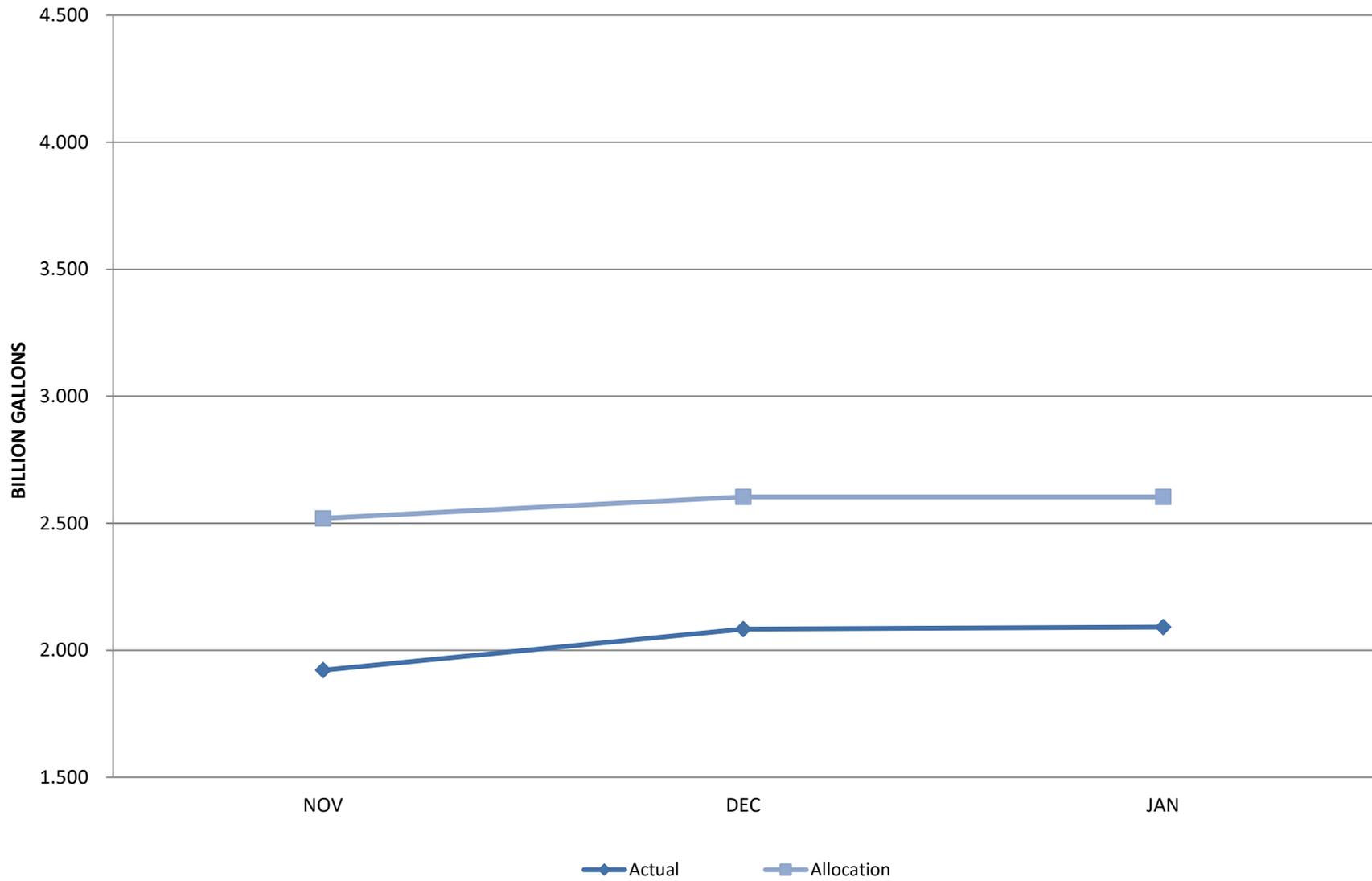
DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.41	0.06	2.25	1.31	0.07	51	7.6	0.8	2.28	0	AM
2	1.29	0.07	2.30	1.28	0.07	51	7.5	0.7	2.20	0	AM
3	1.23	0.07	2.21	1.25	0.11	52	7.7	0.6	2.17	0	JS
4	1.36	0.06	2.20	1.36	0.11	54	7.7	0.6	2.29	0	JS
5	1.32	0.08	2.22	1.29	0.09	51	7.6	0.8	2.18	0	AM
6	1.35	0.05	2.18	1.23	0.11	50	7.6	0.7	2.25	0	AM
7	1.41	0.07	2.34	1.32	0.10	51	7.6	0.7	2.30	0	JS
8	1.36	0.06	2.23	1.29	0.10	52	7.6	0.7	2.31	0	JS
9	1.43	0.08	2.32	1.38	0.11	53	7.7	0.6	2.29	0	JS
10	1.47	0.05	2.30	1.27	0.11	49	7.5	0.7	2.30	0	KD
11	1.37	0.05	2.21	1.23	0.11	51	7.5	0.6	2.15	0	KD
12	1.36	0.06	2.37	1.31	0.11	51	7.6	0.7	2.20	0	JS
13	1.32	0.07	2.30	1.28	0.11	53	7.7	0.6	2.28	0	JS
14	1.33	0.08	2.08	1.24	0.11	48	7.5	0.7	2.21	0	KD
15	1.45	0.05	2.27	1.26	0.09	46	7.4	0.7	2.21	0	KD
16	1.36	0.05	2.28	1.27	0.09	48	7.4	0.8	2.28	0	KD
17	1.44	0.08	2.28	1.17	0.12	52	7.8	0.7	2.26	0	RC
18	1.39	0.07	2.22	1.16	0.11	51	7.4	0.6	2.32	0	KD
19	1.38	0.06	2.36	1.13	0.12	52	7.4	0.7	2.21	0	KD
20	1.29	0.07	2.15	1.15	0.13	50	7.4	0.8	2.25	0	KD
21	1.39	0.07	2.15	1.17	0.14	52	7.7	0.7	2.12	0	RC
22	1.45	0.07	2.18	1.13	0.11	60	7.6	0.7	2.19	0	RC
23	1.46	0.07	2.26	1.22	0.13	57	7.6	0.7	2.17	0	RC
24	1.35	0.06	2.21	1.14	0.12	54	7.4	0.6	2.31	0	KD
25	1.30	0.05	2.30	1.13	0.12	54	7.4	0.6	2.27	0	KD
26	1.38	0.06	2.22	1.35	0.13	57	7.5	0.7	2.38	0	RC
27	1.32	0.06	2.25	1.08	0.10	51	7.4	0.6	2.23	0	KD
28	1.42	0.06	2.25	1.08	0.13	52	7.4	0.5	2.21	0	KD
29	1.46	0.07	2.18	1.34	0.08	51	7.4	0.7	2.18	0	KD
30	1.59	0.12	2.22	1.44	0.14	49	7.4	0.7	2.14	0	KD
31	1.52	0.07	2.08	1.47	0.10	49	7.3	0.8	2.25	0	RC
AVG.	1.39	0.07	2.24	1.25	0.11	52	7.5	0.7	2.24	0	
MAX.	1.59	0.12	2.37	1.47	0.14	60	7.8	0.8	2.38	0	
MIN.	1.23	0.05	2.08	1.08	0.07	46	7.3	0.5	2.12	0	

Ross C. Bostick, Manager of Water Operation Date
Illinois ROINC # 194171377

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: February 10, 2026

MEETING DATE: February 19, 2026

I. Progress through February 08, 2026

- A. Field data collection and surveying complete.
 - 1. Final cadastral surveying work complete.
 - 2. Existing structure rim/invert data collection complete.
 - 3. Processing of collected Aerial LIDAR data is complete. Additional LIDAR processing for Fox River area and Polo Crossing re-routes is complete.
 - 4. Subsurface Utility Locates
 - a) SUE field activities completed.
 - b) Scope of additional SUE for Fox River re-route TBD Utility Potholing Locates
 - c) Over 440 potholes completed. Work along ComEd corridors 100% complete.
 - d) Scope of additional potholing for Fox River re-route TBD
 - 5. Geotechnical
 - a) Total of 203 borings (99%) completed to date in Phase 2 through January '26.
 - b) Additional geotechnical borings for Fox River re-route completed in January – report expected by late February.
 - c) Only remaining borings along US 30 / Hill Rd pending IDOT permit
 - 6. Cathodic Protection
 - a) Soil resistivity testing along project routes complete for cathodic protection design.
 - b) Final field data report provided for all segments.
- B. Data Collection (as-builts, GIS, design drawings).
 - 1. Complete





MONTHLY STATUS REPORT

C. Ongoing Coordination with ComEd.

1. Draft license agreement sent to DWC for review.
 - a) Negotiations ongoing between DWC and ComEd Real Estate group on license agreement terms.
2. Final pipeline alignment has received ComEd approval.
 - a) Final drawing submittal made to close out ComEd technical review.

D. Land Acquisition

1. 245 of 246 Titles Received (99%). One more to be added north of proposed pumps station site
2. Easement legal descriptions & exhibits
 - a) 188 total prepared to date
 - b) 74 Appraisal Packages and 84 property negotiations underway. 4 closings completed.
 - c) Naperville Park District negotiations ongoing

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

1. Construction ongoing.

F. Contract TW-6 Section 2A & 2B

1. Pre-construction meeting held 12/17/25.
2. Pre-construction work (i.e. shop drawing submittals) ongoing.
3. Construction start pending ComEd final approval and license agreements.
4. Permit applications/reviews
 - a) Ongoing coordination with Naperville Park District regarding construction in Frontier Park.
 - b) Construction Permit received from IEPA.
 - c) USACE provided No Permit Required (NPR) letter on 11/7/25.
 - d) US Fish and Wildlife approved (tree clearing restriction 4/1 – 9/1)

G. Contract TW-6 Section 2C, 3A & 3B

1. Pre-construction meeting held 2/6/26.
2. Permit applications / design submittals prepared for various agencies, including IDOT, railroads, and local municipalities.
 - a) Private Gas Pipeline Companies (four total) – Approved





MONTHLY STATUS REPORT

- b) CN / Wisconsin Central Railroad Permit submittal – Pending final License Agreement
 - c) City of Aurora and Wheatland Township – Comments Received
 - d) IDOT District 1 and District plan review applications submitted.
 - 1) IDOT D1 – no comments. Contractor will need to submit bonds in accordance with IDOT response letter.
 - 2) IDOT D3 – review in progress.
 - e) Construction Permit received from IEPA.
 - f) US Fish and Wildlife (tree clearing restriction 4/1 – 9/1)
- H. Contract TW-6 Section 3C (Fox River Realignment)
- 1. Final alignment pending completion of field work, utility data collection, and geotechnical work.
 - 2. Additional wetlands delineation and environmental surveys are required, including updates to various environmental reports.
 - 3. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.
 - a) Permit application to BNSF Railroad has been submitted.
 - 1) BNSF Railroad returned comments and resubmittal made on 6/2/25.
 - b) 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.
 - 2) Resubmittal will be required upon completion of Fox River realignment design and final railroad crossing location.
 - c) Construction permit received from IEPA.
 - 1) A supplemental IEPA construction permit application will need to be made based on the realignment of this section.
 - d) US Fish and Wildlife
 - 1) Provided 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

I. Contract FW-1 Section 1 & 2

1. Project advertised for bids 12/29/25.
2. Pre-bid meeting scheduled for 01/13/26.
3. Bids received 02/03/26 and 02/05/26. Bid tabulations completed 2/9.
4. Contract awards planned 2/19 - Bolder Section 1, Benchmark/D Construction Section 2.

J. Contract FW-1 Section 3

1. Water transmission main plan and profile design ongoing.
 - a) 100% Submittal drawings in progress.
2. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.
3. IDOT District 3 comments received in June 2025.
 - 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.
 - c) Engineering team attempting to reach the correct point of contact to discuss project schedule.

K. Contract FW-1 Section 4

1. Water transmission main plan and profile design ongoing.
2. 100% Submittal drawings in progress.
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.

L. Contract MS-22 Meter Stations

1. Design ongoing.
 - a) 100% Submittal drawings send to DWC 2/9/26.
2. Montgomery requested the building permit applications for meter stations be prioritized.
3. New relocated/updated site plan for chemical feed building based on newly identified site.





MONTHLY STATUS REPORT

II. Scope Changes – Phase II (to date)

- A. Design of Additional Architectural Treatments for WaterLink Meter Stations.
 - 1. Fee: Pending (submitted to DWC for review/approval).
- B. ComEd revisions based on numerous required alignment changes, coordination meetings, new comments.
 - 1. Fee: Pending (submitted to DWC for review/approval).
- C. Fox River Crossing alternate route design – Section 3C
 - 1. Fee: Pending (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
- B. Phase 1 Rollover Funds: \$492,687
 - 1. Fee Expended through December 31, 2025:
 - a) Total: \$18,902,042 (95.2%)
 - 1) Basic Services: \$12,472,164 (62.5%)
 - 2) Additional Services: \$6,518,112 (32.7%)

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

- A. ComEd Comment Review and Technical Discussion Meetings – Various
- B. Schedule Update Meetings with Burns & McDonnell – Various
- C. FW-1/25 Section 1 & 2 Pre-Bid Meeting – January 13, 2026
- D. Monthly Progress Meeting – January 15, 2026
- E. FW-1/25 Section 1 & 2 Bid Opening – February 3-5, 2026
- F. TW-6/25 Section 2C, 3A & 3B Pre-Construction Meeting – February 6, 2026.





MONTHLY STATUS REPORT

V. Upcoming Tasks & Meetings

- A. Finalize ComEd alignment modifications, including alternate river crossing route.
- B. Weekly Check-In Meetings – Various
- C. Schedule Coordination with Burns & McDonnell – Various
- D. ComEd Coordination Meetings – As Needed
- E. Phase II geotechnical laboratory work – TW-6/25 Section 3C (Fox River Realignment)
- F. Permit submittals to various review agencies.
- G. MS 22/25 Advertisement
- H. FW-1/25 Section 2 Advertisement



Cash Flow/Invoicing Forecast - Phase II Services
DuPage Water Commission
WaterLink Extension
February 2026

Description	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Activity through	Planned	Planned					
	April 26, 2024	May 31, 2024	June 30, 2024	July 31, 2024	August 31, 2024	September 30, 2024	October 31, 2024	November 30, 2024	December 31, 2024	January 31, 2025	February 28, 2025	March 31, 2025	April 30, 2025	May 31, 2025	June 30, 2025	July 31, 2025	August 31, 2025	September 30, 2025	October 31, 2025	November 30, 2025	December 31, 2025	January 31, 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	\$ 248,033	\$ 186,383	\$ 64,399	\$ 64,102	\$ 63,991	\$ 23,564	\$ 23,564
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	\$ 204,163	\$ 234,542	\$ 274,396	\$ 248,349	\$ 155,000	\$ 127,351	\$ 127,351
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	\$ 452,196	\$ 420,925	\$ 338,795	\$ 312,451	\$ 218,991	\$ 150,916	\$ 150,916
SUBTOTAL	\$6,314,947				\$5,351,501				\$8,139,579															
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000				\$6,660,942															
TOTAL PHASE II CONTRACT																			\$					19,956,942



Resolution #: R-13-26

Account: Various

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: A Resolution Approving a 1-Year Extension of Contract QR-10/24 with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc.

Agenda Section: Engineering & Construction

Originating Department: Operations

The Commission entered into certain agreements dated February 28, 2024, with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc. for quick response electrical work, as needed, through the issuance of Work Authorization Orders (Contract QR-10/24). These agreements are scheduled to end on February 28, 2026.

Staff has been satisfied with the work of all three QRE-10/24 Contractors and believes that it would be in the Commission's best interest to exercise the option under the Quick Response Contract to extend the contract term for a period of 1 year commencing on March 1, 2026, and ending on March 1, 2027 with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc.

There is no cost associated with this request and all other terms and conditions of Contract QR-10/24 shall remain unchanged during this time.

All three contractors have agreed to this proposal and their acceptance can be found in the signed agreements under Exhibit A to the Resolution.

Recommended Motion:

To adopt Resolution No. R-13-26

DuPAGE WATER COMMISSION

RESOLUTION NO. R-13-26

**A RESOLUTION EXTENDING THE TERM OF A QUICK RESPONSE ELECTRICAL CONTRACT
(QR-10/24)**

WHEREAS, the DuPage Water Commission (the “Commission”) entered into certain agreements dated February 28, 2024, with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc. for quick response electrical work related to the Commission’s Waterworks System (said agreements being hereinafter collectively referred to as “Contract QRE-10/24”), the Commission having reserved the right to award a contract to one or more bidders; and

WHEREAS, the initial term of the Contract expires on February 28, 2026; and

WHEREAS, the Commission has determined that it is in the best interest of the Commission to extend the Contracts with Homestead Electrical Contracting, LLC, McWilliams Electric Co. Inc., and Volt Electric, Inc. through March 1, 2027.

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

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

SECTION TWO: The extension of the Quick Response Contract (QRE-10/24) through March 1, 2027 shall be and hereby is approved, such extension to be substantially in the form attached hereto and incorporated herein as Exhibit A, and the General Manager shall be and hereby is authorized to execute said extension.

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.				
VanVooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-13-26.docx

EXHIBIT A

Executed Extension Agreements of Contract QRE-10/24



The DuPage Water Commission and Homestead Electrical Contracting, LLC do hereby agree to extend the Contract term limit of the Quick Response Electrical Contracts QRE-10/24 dated and executed on the 28th day of February 2024, for a period of twelve (12) months commencing on the 1st day of March 2026 and ending on the 28th day of February 2027.

DUPAGE WATER COMMISSION

Paul D. May, General Manager

HOMESTEAD ELECTRICAL CONTRACTING, LLC

BY: Ben Dolan Ben Dolan
Signature of Authorized Representative

DATE: 1/26/2026



The DuPage Water Commission and McWilliams Electric Co., Inc. do hereby agree to extend the Contract term limit of the Quick Response Electrical Contracts QRE-10/24 dated and executed on the 28th day of February 2024, for a period of twelve (12) months commencing on the 1st day of March 2026 and ending on the 28th day of February 2027.

DUPAGE WATER COMMISSION

Paul D. May, General Manager

McWILLIAMS ELECTRIC CO., INC.

BY: _____
Signature of Authorized Representative

DATE: January 9, 2026



The DuPage Water Commission and Volt Electric, Inc. do hereby agree to extend the Contract term limit of the Quick Response Electrical Contracts QRE-10/24 dated and executed on the 28th day of February 2024, for a period of twelve (12) months commencing on the 1st day of March 2026 and ending on the 28th day of February 2027.

DUPAGE WATER COMMISSION

Paul D. May, General Manager

VOLT ELECTRIC, INC.

BY: _____

Signature of Authorized Representative

DATE: 1/14/2026



Resolution #: R-15-26

Account: 01-60-772500

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/6/2026

Description: **Approval of Amendment #2 to Task Order #1 of a Master Services Agreement with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor**

Agenda Section: Engineering & Construction

Originating Department: Administration

The FY 2025-26 DWC Budget includes \$5M in funding and the proposed FY 2026-27 Budget includes \$20,050,000 to advance the Source Water Project forward to ensure that DuPage County and the surrounding region are provided with the most reliable, efficient, and dependable water system for future generations. DWC has previously studied and validated the concept of the Regional Source Water Project and is now advancing into the next phase, intending ultimately to select a Program Manager(s) - scheduled for 2026 - to bring the project to successful completion prior to the termination of the Chicago Water Purchase Contract in 2041.

DWC has contracted with Consor/Woolpert/Raftelis to perform the Technical Advisor tasks, which cost is 30% reimbursed by NSMJAWA pursuant to a previously approved IGA (R-37-25). To date, the Technical Advisory team has prepared a detailed Comprehensive Plan, Financial Analysis/Business Case study, Governance Study, Communications Plan, Risk Register, and Project Delivery Methodology evaluation; has commenced engagement with utility, permitting, and railroad stakeholders, and has facilitated additional critical work including a bathymetry survey of Lake Michigan in 2025.

Due to the nature of the work, it is not possible to precisely define the tasks which will be necessary to advance the project over a defined schedule; rather, the scope is intended to provide an understanding of the priorities, sequence, and expected level of work associated with known or anticipated tasks. Payment is rendered based upon hours applied and reimbursable costs under Task Order #1, preliminarily established at \$500K (R-41-25), then expanded to \$736,000 under the First Amendment to Task Order #1 (R-84-25).

In the coming months, DWC and prospective partners will be presented with the opportunity to commit to the next steps which are critical to advance the project to provide for successful completion

prior to the end of the Chicago Water Purchase Contract (2041). These activities will include a broad range of tasks to prepare for, analyze, and select a Program Manager; advance geotechnical evaluation; commence early permitting (NEPA) engagement and coordination; generate, support, and update a project website; prepare, facilitate, and update an active communications platform; prepare and update a financing strategy and economic assessment; and regularly engage with staff and DWC Commissioners.

A general scope of anticipated activities is attached which includes categories for possible tasks. DWC will pay for services based upon hours expended and reimbursables for individual tasks as they are directed. Future Task Orders will be presented as necessary as the project continues to advance.

Cost Sharing / Reimbursement: These costs are subject to the Intergovernmental Agreement approved by the DWC Board of Commissioners at our April meeting (R-37-25), which establishes a mechanism for DWC to be reimbursed for 30% of the cost of this endeavor by NSMJAWA.

Recommended Motion:

To adopt Resolution R-15-26, authorizing approval of Amendment #2 to Task Order #1 of a Master Services Agreement with Consor/Raftelis to serve as Source Water Technical Advisor in an amount not to exceed \$500,000, which will be 30% reimbursed by NSMJAWA pursuant to the previously approved cost-sharing Intergovernmental Agreement.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-15-26

A RESOLUTION APPROVING A SECOND AMENDMENT TO TASK ORDER NO. 1 UNDER A MASTER CONTRACT WITH CONSOR NORTH AMERICA, INC.

WHEREAS, the DuPage Water Commission (the “Commission”) entered into a contract with Consor North America, 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-41-25, the Commission approved Task Order No. 1 to the Master Contract for Professional Engineering Services for the DuPage Water Commission; and

WHEREAS, pursuant to Resolution No. R-84-25, the Commission approved the First Amendment to Task Order No. 1 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. 1 to the Master Contract to provide additional funds to advance the Regional Source Water Project, and to increase the not-to-exceed cost of the services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that 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. 1 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1; and

WHEREAS, NSMJAWA has reviewed and concurs to the approval of the Second Amendment, and the obligation to reimburse 30% of the cost in accordance with the Intergovernmental Agreement approved for this purpose as Resolution R-37-25;

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

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

SECTION TWO: The Second Amendment to Task Order No. 1 attached hereto as Exhibit 1 shall be and hereby is approved.

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/2026/R-15-26.docx

EXHIBIT 1

**SECOND AMENDMENT TO
TASK ORDER NO. 1**



Date: January 5, 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: Gregg Hostetler, Consor
Re: Amendment #2 to Technical Advisor Scope and Role

Amendment 1 allowed the recovery of costs for the marine geophysical survey completed by Seaworks without compromising the intended Comprehensive Plan delivery by January 1, 2026.

With the submittal of the Comprehensive Plan, it is time to consider preparation and execution of next steps.

Amendment 2

The below outline reflects the anticipated scope of work for 2026 and the associated proposed budget. The Technical Advisory Team remains flexible to adjust as needed to suit the project demands. The estimated costs breakdown is as follows:

Coordination Meetings	\$260,000
<ul style="list-style-type: none"> • Client Planning Meeting (45/year) • Advisory Team Coordination Meeting (40/year) • DWC Board Meeting (10/year) • NSMJAWA Board Meeting (4/year) • NSMJAWA Project Meeting (10/year) • Steering Committee Meeting (8/Year) • Coordination with other partners / vendors (20/year) 	
Business Case Support	\$205,000
<ul style="list-style-type: none"> • Verify Cost Estimates • Coordinate selection of Independent Cost Estimator 	



- Cost estimation services and updates as needed (ICE)
- Scenario planning and sensitivity analysis (5-7 scenarios)
- Bond market sounding / engagement
- Preparation and update of financing strategy scenarios
- WIFIA Coordination
- Regional Economic Impact Assessment

Implement Planning Phase Communications \$500,000

- Support Key Stakeholder Coordination
 - Alignment Stakeholders
 - Regulatory Stakeholders
 - Political Stakeholders
 - Customer Stakeholders
 - Professional Services Stakeholders
- February Comprehensive Plan Webinars
- Communications workshop
- Create communications collateral
- Prepare, launch, and update website
- Policy papers / Opinion Editorials (IML, ENR, local media (Tribune, Sun Times, Daily Herald))
- Coordinate academic resource editorial/industry paper
- Conference presentations
- Facilitate tours/ discussions of comparable projects
- Facilitate engagement with Cook County collar communities
- Facilitate engagement with North Shore communities

Governance \$105,000

- Facilitate and document governance discussions
- Review and coordinate legislative efforts including existing enabling legislation
- Coordinate as needed with special legal counsel

Project Delivery Support \$460,000

- Industry Sounding
- Identify alternative routing concept(s)



- Finalize Program Manager Scope
- Geotechnical Scope
- Solicit / select Program Manager
- Facilitate early NEPA engagement
- Facilitate early ACOE / DNR engagement
- Facilitate Labor engagement
- Coordinate engagement with Union Pacific Railroad and Com Ed

Expenses \$45,000

- Travel – 12 person trips
- Project - supplies, business meals, conference space, conference presentation

SUB TOTAL \$ 1,575,000

Potential 2026 Activities (Future Notice to Proceed) 425,000

It is understood by the Technical Advisor Team that direction will be provided incrementally based on Board approvals and may not precisely follow the outline.

- Organizational Assessment
- Field Studies
- Property management / ROW assessment
- Additional Coordination
- Risk Mitigations
- Unanticipated Scope Items
- Evaluation of Chicago Cost Model
- Independent Cost Estimator

TOTAL \$ 2,000,000

**SECOND AMENDMENT TO
TASK ORDER NO. 1**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Consor North America, Inc. (“Consultant”), for Professional Engineering Services dated May 21, 2025 (the “Contract”), Owner and Consultant agree to the Second Amendment to Task Order No. 1 to the Regional Source Water Technical Advisor Contract, effective February 19, 2025, as follows:

1. Contract Price:

Section 8, entitled “Contract Price,” of Task Order No. 1 shall be amended to include the following language in its entirety for “DIRECT COST TASK ORDER”:

8. DIRECT COST TASK ORDER:

DIRECT COST TASK ORDER For use with single phase projects or multiple phase projects with uniform pricing: For providing, performing, and completing all Services, an amount equal to Consultant’s Direct Labor Costs times a factor of 3.1 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses. Notwithstanding the foregoing, the total Contract Price shall not exceed \$500,000, except as adjusted by a Change Order or Amendment issued pursuant to Section 2.1 of the Contract. For use with multiple phase projects with separate pricing: 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 pursuant to Section 2.1 of the Contract: Phase Direct Labor Cost Factor Not to Exceed / ADVISORY / 3.1 / \$1,236,000.

In all other respects, Task Order No. 1 to the Contract shall remain in full force and effect, and Task No. 1 to the Contract shall be binding on both parties as hereinabove amended.

DuPAGE WATER COMMISSION

BY: _____
Paul D. May, PE
General Manager

CONSOR NORTH AMERICA, INC.

BY: _____



Resolution #: R-16-26

Account: 01-60-663700

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP -

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: **A Resolution Authorizing the General Manager to Purchase Frame and Lids from a Sole Source Manufacturer at a Cost Not-to-Exceed \$27,552.00.**

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission maintains an inventory of spare frames and lids for use as replacements in the event that those existing in service have failed beyond simple repair and require full replacement. The current in-stock inventory has reached levels that require replenishment. These custom-made frames and lids are embossed with the "DuPage Water Commission" name on the lid to distinguish them from others, and cast in existing molds made especially for this purpose which are retained by the sole-source manufacturer.

Since the sole manufacturer of the Frames and Lids utilized within the Commission's system does not maintain an inventory of these custom-made frame and lids within their manufacturing facilities, staff recommends stocking an in-house inventory to avoid excessive delays when performing emergency repairs and to allow these units to be installed immediately as needed.

Staff therefore recommend approval of Resolution No. R-16-26 to authorize the General Manager to purchase Frames and Lids from the sole source manufacturer, Neenah Foundry Co., at not-to-exceed cost of \$27,552. 00.

Recommended Motion:

To approve Resolution No. R-16-26.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-16-26

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE CUSTOM CAST FRAMES AND LIDS FROM NEENAH FOUNDRY COMPANY

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited a proposal to Furnish and Deliver Custom Cast Frames and Lids; and

WHEREAS, Neenah Foundry Co., is the Sole Source Provider of Custom Cast Frames and Lids which are compatible with the Commission's existing water main system; and

WHEREAS, the Commission desires to purchase Custom Cast Frames and Lids; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that it is in the best interest of the Commission to authorize the General Manager to purchase custom cast frames and lids from Neenah Foundry Company;

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 DuPage Water Commission hereby authorizes the purchase of Custom Cast Frames and Lids from Neenah Foundry Company, a sole source provider, for the price set forth in Its Proposal, but not to exceed \$27,552.00.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-16-25docx

QUOTATION

NEENAH FOUNDRY

Q00230434

EST. 1872

DUPAGE WATER COMMISSION
600 E BUTTERFIELD RD
ELMHURST, Illinois 601264642
United States

2121 Brooks Ave
Neenah, Wisconsin 54956

PHONE: | FAX:
tony.hanlon@neenahfoundry.com

Attn: Dave Chapman
Phone: 630-834-0100
Mobile Phone:
Email: chapman@dpwc.org

Date: Feb 6, 2026
Job Name: DWC Stock Order February 2026
Job Location: Elmhurst, IL
Expiration Date: Feb 13, 2026
Bid Date:

We are pleased to submit the following quotation in accordance with your request.

Line	Quantity	Catalog	Description	Sales Price	Total Price
1	16 SETS	1755-F2	R1755-F2 (1755FT41 Temp Parent) FRAME--TYPE-A--MACHINED SEAT--GI CLASS 35B--7/8IN.ON 34-1/4 BC,AA29-1/8,B1-3/8,LTRD.'NEENAH FOUNDRY CO'--'AASHTO M306 CLASS 35B', 'MADE IN USA' SOLID PLATEN LD--TYPE-K--MACHINED SEAT--GI CLASS 35B--@ 180 DEGREES, 28-3/4 X 1-3/8--'WATER' 1 IN. LETTERS PLAIN INNER LID--TYPE-N--MACHINED SEAT--GI CLASS 35B--26-3/4 X 1--"LINE UP WITH LOCK BAR TO CLOSE" LOCK BAR--TYPE-N--GI CLASS 35B--28X2X1 DRILL&TAP 1/2" THRU & COUNTERBORE 1/2" DEEP W/17/32"	\$1,722.00	\$27,552.00
Quotation Comments: *Non-stock, ship direct from Neenah. Lead time for production & shopwork **Pricing includes delivery complete in one shipment ***Shipping & handling to 600 East Butterfield Road, Elmhurst, Illinois 60126					
TOTAL ESTIMATED WEIGHT: 6,944 lbs (Excluding Skids)				TOTAL QUOTATION VALUE:	<u>\$27,552.00</u>
				(Freight Included)	

TERMS & CONDITIONS

SELLER'S ACCEPTANCE OF ANY ORDER BY BUYER IS EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF THE TERMS SET FORTH IN THE NEENAH FOUNDRY COMPANY TERMS & CONDITIONS OF SALE (available at <https://neenahfoundry.com/legal/> ("T&Cs")). The Parties agree that the T&Cs are hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

Notwithstanding any contrary provision in the incorporated Terms and Conditions, this quote shall expire after 7 days from the date of issuance. All orders are subject to review of buyer's credit status. Standard terms for qualified customers are Net 30 Days. Prices do not include tax. If tax exempt, please provide a sales tax exemption certificate at time of order or any applicable tax will be charged.

Orders of 10,000 lbs or more ship FFA. Jobsite Deliveries may incur additional fees.

QUOTATION

Q00230434

FOB Origin Pre-pay & Allow

**NEENAH
FOUNDRY**

EST. 1872

NEENAH FOUNDRY COMPANY

BY _____

Tony Hanlon

Inside Sales Representative



Resolution #: R-17-26

Account: 01-60-628000

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: **A Resolution Approving and Ratifying a 2nd Amendment to Task Order No. 02 Under a Master Contract with CDM Smith, Inc.**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

The DuPage Pumping Station has experienced power failures related to Commonwealth Edison service disruptions which in turn caused power supplies and protective relay devices to fail and trip the 4.16kV Switchgear resulting in the prevention of the automatic engagement of the Emergency Generator System. As approved under R-48-25, staff has engaged the services of CDM Smith, Inc., which was the designer of the Emergency Generation System power distribution system to perform a study of the original 4.16kV power system, its control system and the 4.16kV Emergency Generation System power distribution to determine the nature of the limitations in the control system and to provide technical guidance to improve the necessary resilience and reliability of the Commission's pumping system. CDM Smith, Inc. has provided a draft technical memorandum outlining and suggested system improvements which have been reviewed by Staff with a peer review provided by Strand Associates, Inc.

The 1st Amendment to CDM Smith Inc. Task Order No. 02 approved under R-70-25, authorized CDM Smith, Inc., to provide Design Services, provide Construction Assistance and Generator Transfer Controls Testing Services and provide documentation of the completed upgrades to the 4.16kV switchgear control systems, modifying the not-to-exceed cost from \$50,000 to \$124,580.

R-17-26 seeks approval of the 2nd Amendment to CDM Smith Inc. Task Order No. 02 to authorize the fabrication and supply of redundant power supplies with associated relays and enclosures and would increase the not-to-exceed cost from \$124,580 to \$206,134.72. Installation services by a Quick Response Electrical Contractor (QRE-10/24) will be brought forth at a future Commission meeting.

Recommended Motion:

To adopt Resolution R-17-26

DUPAGE WATER COMMISSION

RESOLUTION NO. R-17-26

A RESOLUTION APPROVING AND RATIFYING A SECOND AMENDMENT TO TASK ORDER NO. 02 UNDER A MASTER CONTRACT WITH CDM SMITH, INC.

WHEREAS, the DuPage Water Commission (the “Commission”) entered into a contract with CDM Smith, 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, the Commission approved the 1st Amendment to Task Order No. 02 under R-70-25 on August 21, 2025; and

WHEREAS, the Consultant has approved the 2nd Amendment to Task Order No. 02 substantially in the form as attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the “Task Orders”);

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

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

SECTION TWO: The 2nd Amendment to Task Order No. 02 attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time

the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/R-17-26.docx

EXHIBIT 1

CDM Smith, Inc. 2nd Amendment to Task Order No. 02

**SECOND AMENDMENT TO
TASK ORDER NO. 02**

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated July 21, 2016, the DuPage Water Commission (Owner) and CDM Smith Inc. (the Consultant), Owner and Consultant agree to further amend Task Order No. 02 to the Contract agree as follows:

1. **Project:**

Perform studies, design, testing, and panel build services relating to power monitoring of the Medium Voltage Switchgear (MVSWGR) and High Lift Pump Motor Control Centers.

2. **Services of Consultant:**

A. Basic Services:

1. **Study and Report Phase (DONE)**

- a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.
- b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.
- c. Provide economic analysis of various alternatives.
- d. Prepare, for review and approval by the Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide five copies and a .pdf file for review with Owner.

e. Specific Tasks:

Task 1 – A Project Management/Project Initiation/Kickoff Meeting

Task 2 – A Acquire shop drawings/data/information from DWC –
Data will be collected using sharepoint site by CDM Smith.

Task 3 – Review shop drawings/data/information

Task 4 – Plan and conduct site visit (up to 2 days)

Task 5 – Prepare technical memo with recommended fix(es) with
supporting marked drawings

Task 6 – Review meeting with DWC

Task 7 – Finalize technical memorandum/recommendations and
resubmit to DWC

Task 8 – Indeterminate Medium Voltage Review/Support as requested
by the Commission.

2. Design Phase

125VDC Control Power Upgrades

The approach for the upgrades to the 125VDC control power is described in the CDM Smith report dated July 2025, which includes utilizing two SEL-RPM units to provide the 125VDC control power to the switchgear. CDM Smith proposes the following scope of services for the project:

- a. Meet with DWC staff to confirm the project approach related to the 125VDC control power upgrades, including quantity of new power supplies, locations for new enclosure(s), conduit routing, etc.
- b. Develop drawings for the upgrades to the 125VDC power supplies. All equipment will be specified in the drawings.
 - There will be one interim submittal one at the 90% milestone. A workshop will be held with DWC and their selected Contractor to review and discuss the documents.
- c. Provide assistance during construction.
 - CDM Smith will attend a pre-construction meeting with DWC and the Contractor.
 - CDM Smith will review shop drawing submittals, including the wiring diagrams/ panel layout for the new 125VDC power supply enclosures.
 - CDM Smith will review and respond to Contractor RFIs or questions received during construction.
 - CDM Smith will perform up to two site visits/inspections during construction.
 - CDM Smith will assist with startup/testing of the new 125VDC power supply.

3. Generator Transfer Controls Testing Phase

- a. Meet with DWC staff to discuss any specific scenarios that they want to test based on their observations during the recent power outages.
 - Develop a comprehensive, step-by-step testing plan for each scenario being tested.
 - Meet with DWC staff to review the testing plan and incorporate any comments.
 - Perform the testing on site with DWC staff. Any potential shutdowns or change in operation will be coordinated with DWC ahead of any testing.
 - It is assumed that the on-site testing will be performed over three days.

3. Panel Fabrication and Post Installation Inspection Phase

- a. *Build and furnish a quantity of two (2) Redundant Power Module Panels*
- *Includes*
 - *Enclosures, redundant power modules, breakers, switches, fuses, relays, isolators and terminal blocks as required in drawings.*
 - *Engineering Services for control panel drawings, submittals, fabrication, and QA/QC.*
 - *Submittals and Operation and Maintenance documentation for all furnished panels.*
- b. *Post Installation Inspection (Fee Included in Allowance)*
- *Post-installation verification services to confirm electrical installations are executed as intended, in compliance with contract documents, design intent, manufacturer recommendations, and governing codes. Services support quality assurance, and system readiness and including one (1) site visit for inspection.*
- c. *Clarifications*
- *Scope to include fabrication and delivery to site (Chicago, IL) of the above-mentioned panels.*
 - *QAQC is included in this proposal*
 - *QAQC travel and lodging is included for durations stated in proposal.*
 - *14-working day notice is required for both Post Installation and Add Alternate field adjustments that may be needed.*
- d. *Exclusions*
- *Any onsite installation and testing is excluded from this proposal.*
 - *Spare parts are excluded.*
 - *Coordination with vendors is excluded.*
 - *Extended warranty is excluded.*
- e. *Warranty*
- *CDM Smith shall provide a 1-year warranty on panel components, beginning when equipment provided by CDM Smith is installed and energized.*

- B. Deliverables:
- a. Consultant will develop drawings and will be developed in 2D using AutoCAD.
 - 125VDC Control Power Upgrades – 90% drawings
 - 125VDC Control Power Upgrades – Bid Set drawings
 - *Redundant Power Module Panel Shop Drawings, As-Built Drawings and O&M Manuals*
 - Generator Transfer Control System Testing Plan
 - Test results and field notes from Generator Transfer Control System testing
3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:
Owner Approval of Shop Drawings
4. **Commencement Date:**
Effective Date of this Task Order
5. **Completion Date:**
- A. **Study and Report Phase:** 30 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
 - B. **Design Phase**
 - Kick-off Meeting – 2 weeks following notice to proceed.
 - Submission of the 90% drawings – 4 weeks following kickoff meeting.
 - Submission of the Bid Set drawings – 2 weeks after receipt of comments on the 90% deliverable, and receipt of panel fabrication drawings
 - C. **Generator Transfer Controls Testing Phase**
 - Kick-off Meeting – 2 weeks following notice to proceed.
 - Submission of the Generator Transfer Control Testing Plan - 4 weeks following kickoff meeting.
 - Submission of the test results from the Generator Transfer Control Testing – 2 weeks following completion of testing.
 - D. ***Delivery of Redundant Power Module Panels***
 - ***Delivery of Panels within 12 weeks of approved fabrication drawings.***
- * Schedule excludes Owner’s review periods.

6. **Submittal Schedule:**

- A. *Design Report:* 16 weeks following Effective Date of this Task Order Amendment.
- B. *Redundant Power Module Panels: Delivery within 12 weeks from approval of fabrication drawings.*

7. **Key Project Personnel:**

- A. David D. Tucker, Senior Electrical Engineer
- B. Mike Kahn, Senior Electrical Engineer
- C. Amrou Atassi, Project Principal
- D. Mark Podbielski, Senior Estimator
- E. Joseph Giles, Panel Builder

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 pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Estimated Expense</u>
Study and Report	\$30,000
<i>Design, Construction Assistance, and Testing</i>	\$74,589
Indeterminate Need Allowance	\$20,000
<i>Redundant Power Module Panels (Billed as Lump Sum Amount):</i>	\$69,545.72
<i>Power Module Installation Inspection</i>	\$12,000
<i>Revised Total Estimated Expense</i>	<i>\$206,134.72</i>

9. **Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals, whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone,

postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Revised Task Order is February 19, 2026.

DuPAGE WATER COMMISSION

By: _____

Paul D. May, P.E.
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick

Title: Manager of Water Operations

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

E-mail Address: bostick@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

CDM Smith Inc.

By: _____

Amrou Atassi
Sr. Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Amrou Atassi

Title: Senior Vice President

Address: 125 South Wacker Drive, Suite 2510

E-mail Address: AtassiA@cdmsmith.com

Phone: 312-780-7706

Fax:312-346-5228



Resolution #: R-18-26

Account: 01-60-661104

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: **A Resolution Authorizing the Execution of Task Order No. 01 for Major Maintenance at the Lexington Pump Station and Including Material and Labor Services**

Agenda Section: Engineering & Construction

Originating Department: Administration

Background

The Water Purchase and Sale Agreement with the City of Chicago was approved on March 19, 1984. The Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station (LXPS) was approved on January 22, 2007, which created the mechanism for the DuPage Water Commission to budget for and perform Major Maintenance with remuneration by the City of Chicago, via 10% credits against future water purchases, for the Chicago portion of the Major Maintenance to be undertaken through the issuance of Task Orders. The Commission exercised its right to extend the Water Purchase and Sale Agreement with the City of Chicago on February 15, 2024, for an additional seventeen (17) years.

Pump and Motor Vibration Monitor Equipment Re-Installations

As noted in the 2023 LXPS Condition Assessment report by AECOM, the critical pump and motor system vibration analysis equipment, originally installed under Contract PSC-1 in 1988, was no longer in place within the LXPS Pump Motor Control Centers. After several discussions with Chicago staff regarding the Condition Assessment, DWC Staff solicited cost proposals from Mid-American Dynamics for the replacement of the vibration analysis equipment and raw material supply and installation services from Commission Quick Response Electrical Contractors. The cost proposals were received and forwarded to Chicago for consideration in June 2025. In December 2025, Chicago provided authorization to proceed. Since a six-month period lapsed between providing the original quotations to Chicago and their subsequent review and verbal approval, DWC sought to refresh the Mid-America Dynamics and the cost proposal from Contract QRE-10/24 from McWilliams Electric Co., Inc., which due to the changing economic and supply chain issues, a 4% vibration system cost increase has been realized. McWilliams held firm their June 2025 proposal cost.

R-18-26 seeks authorization and approval of three (3) separate but related actions:

1. DWC/DWM LXPS Task Order No. 01 attached as Exhibit 1, with DWC-Chicago Expenditure Sharing computation as shown in the table below, including a 20% contingency for unforeseen circumstances.

	Estimated Total Expenditure	DWC Portion of Expenditure	Chicago Portion of Expenditure
<u>Vibration Monitoring Equipment (Mid-America Dynamics)</u>			
HLPs 1-8	\$185,120	\$92,560	\$92,560
DWM Option LLPs 9-10	\$42,080	\$0	\$42,080
<u>Electrical Contractor Work-WAO 10.006 (McWilliams)</u>			
QRE Work HLPs 1-8, LLPs 9-10	\$76,000	\$30,400	\$45,600
Subtotal	<u>\$303,200</u>	<u>\$122,960</u>	<u>\$180,240</u>
Contingency Funding (20%)	\$60,640	\$24,592	\$36,048
Total Estimated Expense	<u>\$363,840</u>	<u>\$147,552</u>	<u>\$216,288</u>

2. The purchase of the Mid-American Dynamics Vibration Monitoring System, installation assistance and report generation services; revised Quotation 25LEXP1218_VM, Dated December 18, 2025, as a sole source provider in the amount of \$227,200, and attached as Exhibit 2, and
3. Work Authorization Order No. 10.006 of Contract QRE-10/24, as updated by McWilliams Electric Co., Inc. in the estimated amount of \$76,000, attached as Exhibit 3.

Staff are seeking approval of R-18-26 in the estimated expense not-to-exceed \$363,840 to complete the work as described above.

It is anticipated by Commission staff, the 1st Chicago Water Billing received after completion and invoicing of the work and after application of the water credit will reflect 100% repayment to DWC of the Chicago estimated expense up to \$216,288.

Recommended Motion:

To adopt Resolution R-18-26

DUPAGE WATER COMMISSION

RESOLUTION NO. R-18-26

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TASK ORDER FOR
CAPITAL IMPROVEMENTS AT THE LEXINGTON PUMPING STATION
INCLUDING MATERIALS AND LABOR SERVICES**

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

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

WHEREAS, the Commission has entered into a Water Supply Contract with the City of Chicago (the “City”) dated March 19, 1984, and extended on February 15, 2025 to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers (the “Chicago Contract”); and

WHEREAS, pursuant to the Chicago Contract, the Commission constructed certain interconnection facilities between the Commission’s Waterworks System and the City’s existing water supply system, including a 12-foot diameter tunnel to connect to the City’s water tunnel system at its Central Park Avenue Pumping Station and extending westward to approximately the City of Chicago’s western limits (the “Tunnel”), and (ii) a 220 million gallon per day (mgd) pumping station, that contains a 30 million gallon reservoir, at the terminus of the Tunnel near the intersection of Central Avenue and the Eisenhower Expressway (the “Lexington Pumping Station”); and

WHEREAS, the Chicago Contract assigns responsibility for the operation and maintenance of the City-owned Lexington Pumping Station to the City; and

WHEREAS, the Chicago Contract further specifies that the Commission and the City shall share equally in the cost of operating and maintaining the Lexington Pumping Station (other than electrical, which is dependent upon water levels in the Tunnel); and

WHEREAS, the Commission and the City have determined that it is desirable to enhance the level of maintenance at the Lexington Pumping Station, and

WHEREAS, the Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other capital improvements at the Lexington Pumping Station as approved on January 22, 2007 (the "Maintenance IGA") provides that each Capital Improvement project shall be delineated and described in a Task Order executed by the Commission and the Chicago Department of Water Management; and

WHEREAS, the Board of Commissioners finds that there is a need to have a new vibration monitoring system (the "System") purchased and installed at the Lexington Pumping Station; and

WHEREAS, the Commission and the City are in receipt of proposals to provide and install a new System at the Lexington Pumping Station (the "Work") from McWilliams Electric Company, Inc. ("McWilliams") and the equipment for the new System from Mid-America Dynamics ("Mid-America") for a total contract amount of \$363,480.00, which amount includes a twenty percent (20%) contingency; and

WHEREAS, Commission staff has negotiated with the City the appropriate amount of the reimbursement of the electrical work being performed by McWilliams under the Maintenance IGA, with the City reimbursing the Commission \$45,600.00 of the total \$76,000.00 McWilliams contract; and

WHEREAS, the cost of the high-lift pumps under the Mid-America contract will be split equally between the City and the Commission pursuant to the Maintenance IGA; and

WHEREAS, the cost of the low-lift pumps under the Mid-America contract will be borne entirely by the City and the Commission; and

WHEREAS, the Board of Commissioners finds that it would be in the best interests of the Commission and the general public it serves to enter into Task Order No. 1, attached hereto as Exhibit 1,

to complete the Work and have the costs of the Work shared between the Commission and the City as set forth above.

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

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

SECTION TWO: Task Order No. 01 of the Maintenance IGA is hereby approved by the DuPage Water Commission.

SECTION THREE: Upon the execution of Task Order No. 1 by the City of Chicago, the Board of Commissioners hereby approves the execution of a sole source contract with Mid-American Dynamics to purchase a Vibration Monitoring System and related labor service for the Lexington Pump Station high-lift and low-lift pumps and motors pursuant to a contract attached hereto as Exhibit 2.

SECTION FOUR: Upon execution of the Task Order No. 1 by the City of Chicago, the Board of Commissioners hereby approves or ratifies, if already issued, the execution of Work Authorization Order No 10.xxx with McWilliams Electrical Co., Inc., attached hereto as Exhibit 3, because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances necessitating the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION FIVE: The General Manager is authorized to take whatever steps necessary to effectuate the execution of the Work pursuant to Exhibits 1, 2 and 3 attached hereto.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-18-26.docx

EXHIBIT 1

EXHIBIT 2

EXHIBIT 3

In accordance with Section 2G of the Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the DuPage Water Commission (the "Commission" or "DWC") and the City of Chicago Department of Water Management ("DWM"), dated January 22, 2007 (the "Agreement"), the Commission and the City agree as follows:

1. **Project Title:**

Re-Installation of Vibration Monitoring Equipment and Ancillary Devices at Lexington Pump Station (LXPS).

2. **Project Description:**

- a. Supply of Vibration Monitors and Accelerometers by Mid-America Dynamics per quotation #25LEXP1218_VM dated December 18, 2025, for High Lift Pumps (HLP) 1-8.
 - i. Includes the option for Low Lift Pumps (LLP) 9-10 as delineated in the December 18, 2025, Mid-America Dynamics proposal.
- b. The Commission's Quick Response Electrical (QRE) Contractor (McWilliams Proposal Dated December 18, 2025) will provide necessary enclosures, raceways, cables and terminations; install accelerometers, vibration monitors within enclosures and provide 120v power supply from existing lighting panel to Vibration Monitors.
 - i. If using existing conduits and raceways as they exist is not feasible due to congestion or other, additional costs for new conduits, raceways or replacement cables and conductors will be at an additional cost, to be determined by a Potential Change Order.
 - ii. The work DOES NOT include cabling, conductors or terminations from the VM-5 Vibration Analysis Monitors to LXPS MCC-A or MCC-B protective relays or providing cabling, conductors or terminations from the VM-5 Vibration Analysis Monitors to DWM LXPS SCADA. This work is to be undertaken solely by DWM.
- c. Mid-America Dynamics will provide support to the installers and commission the system and provide LXPS engineering staff with reports as per their proposal dated December 18, 2025.

3. **Commencement Date:**

Upon issuance of Notice to Proceed by the Commission and the City.

4. **Completion Date:**

August 31, 2026. (Vibration Equipment Lead Time is 12-14 weeks after receipt of order)

5. **Cost Sharing:**

The cost sharing is based upon the following conditions:

- a. The cost percentage of the work dedicated to serving HLPs 1-8, including enclosures, raceways, cables and terminations; install accelerometers, vibration monitors within enclosures and provide 120v power supply from existing lighting panel to Vibration Monitors shall be 50% DWC / 50% DWM.

- b. The cost percentage of the work dedicated to serving LLPs 9-10, including raceways, cables and terminations; providing and installing accelerometers and vibration monitors shall be 100% the expense of DWM.
- c. All capital outlay by DWC will be remunerated under the following payment schedule:
 - All funds expended by DWC related to HLPs 1-8 will be reimbursed as per the terms and conditions of the January 22, 2007, agreement; 10% credit to DWM monthly water commodity purchases until such debt is satisfied.
 - All funds expended by DWC related to LLPs 9-10 will be reimbursed at 100% credit to the 1st DWM monthly water commodity purchase after project completion.

	Estimated Expenditure	DWC Portion	DWM Portion
<u>Vibration Monitoring Equipment</u>			
HLPs 1-8	\$185,120	\$92,560	\$92,560
DWM Option LLPs 9-10	\$42,080	\$0	\$42,080
<u>Electrical Contractor Work</u>			
QRE Work HLPs 1-8, LLPs 9-10	\$76,000	\$30,400	\$45,600
Subtotal	\$303,200	\$122,960	\$180,240
Contingency Funding (20%)	\$60,640	\$24,592	\$36,048
Total Estimated Expense	\$363,840	\$147,552	\$216,288

6. **Modifications to Agreement:**

None

7. **Attachments:**

- a. Mid-America Dynamic proposal dated 12/18/2025
- b. Quick Response Electrical Contractor Proposal of 12/18/2025

Approval, Acceptance, and Agree To: The Commission and DWM accept, approve, and agree that this DWC/DWM LXPS Task Order No. 01 effective February 20, 2026, including the attachments listed above, meets the terms and conditions of Section 2 of the Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the DuPage Water Commission and the City of

Chicago Department of Water Management, dated January 22, 2007, and that this Task Order shall be incorporated as part of the Agreement as if fully set forth therein.

The Effective Date of this Task Order is February 20, 2026.

DUPAGE WATER COMMISSION

By: _____
Paul D May, P.E.
General Manager
Date: _____

CITY OF CHICAGO

By: _____
Randy Conner-Commissioner
Chicago Department of Water Management
Date: 1/27/26



McWilliams Electric Company

CONTRACTING ELECTRICAL ENGINEERS
1401 RODENBURG ROAD SCHAUMBURG, ILLINOIS 60193-3532
PHONE NUMBER (847) 301-2600 FAX NUMBER (847) 301-2688



PROPOSAL

DuPage Water Commission
600 E Butterfield Road
Elmhurst, IL 60126
Attn: Chris Bostick

Date: December 18, 2025
REVISED from 6-9-2025
Re: Lexington Pump Station
5555 W Lexington Avenue
Chicago, IL 60644
Vibration Analyzer System
1155p068-joel-revision1.doc

Dear Chris,

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:

Electrical Scope

1. Demo existing cabling.
2. Furnish and install (1) NEMA 4x Cabinet.
3. Install (2) owner provided VM-5H3 series monitors.
4. Furnish and install conduit from existing MCC's to new NEMA 4x Cabinet.
5. Furnish and install conduit and wire from existing panelboard B-UPS-1 to new NEMA 4x Cabinet.
6. Furnish and install (2) dedicated receptacles for the VM-5H3 series monitors.
7. Furnish and install new cable from the new NEMA 4x Cabinet to the (10) pumps.
8. Furnish and install terminal strips.
9. Make all terminations.
10. Provide all labeling.
11. Provide labor to install (30) owner provided IRD 544M Probes.

Notes

1. The proposal figures to reuse the existing conduits from the MCC down to the motors.
2. The proposal figures to use spare breakers in panelboard B-UPS-1.

Exclusion

1. Bonds.
2. Allowances.
3. Taxes.
4. Permit fees.
5. Inspection fees.
6. Premium time.

Disclaimer:

THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, McWilliams Electric will use its best efforts to staff and supply this project to be able to hit the scheduled completion date but reserves its right to seek an excusable extension of time if McWilliams Electric or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed McWilliams Electric, we intend to seek additional costs associated with the suspension.

For the sum of: **Seventy-Six Thousand Dollars & 00/100's**
\$76,000.00

All of the above work to be completed in a substantial and workmanlike manner according to standard practices during a normal 40 hour work week. Payment to be made within 30 days of regular monthly invoices with a 1 1/2% late charge applied to all late payments. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. The McWILLIAMS ELECTRIC CO., INC. agrees to carry Workmen's Compensation and Public Liability Insurance, also to pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the labor and material furnished under this contract, as required by the United States Government and the State in which this work is performed.

Thank you for the opportunity to bid this work, NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Respectfully submitted,

SIGNED: Joe Labek
Joe Labek, Project Manger

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

DATE _____ 20_____

SIGNED: _____ Title

"Established nineteen-hundred twenty-two"

December 18, 2025

Quote:25LEXP1218_VM

To: Chris Bostick, DuPage Water

From: Mark Smith, Mid-America Dynamics

Re: Vibration Monitors for Water Pumps 1 – 8 at Lexington Pumping Station

As a follow up to your recent email, I have outlined the hardware and service costs to support the installation of two new vibration monitors and twenty-four new vibration probes on Water Pumps 1 – 8 at DuPage Water’s Lexington Pumping Station in Chicago, IL.

An Optional Adder for Pumps 9 & 10 is also included in this proposal.

BASE SYSTEM HARDWARE

Two new Shinkawa VM-5 Monitors and twenty-four new IRD 544M Probes will be provided to measure vibration on Pumps 1 -8. Three vibration measurements will be made on each of the eight machines.

The VM-5 Monitor displays readings in bar and digital format, has 4-20 ma outputs that will be sent to the SCADA system for trending, and has programmable relays that can be used for future alarming or shutdown. Additional information on the Shinkawa VM-5 Monitor is included in the attached data sheet.

The VM-5 Monitors proposed for the Lexington Station are the same that Mid-America Dynamics installed at DuPage Water’s Elmhurst Station in 2015. A picture of one of the VM-5s is shown below.



Picture 1 – One of the VM-5 Monitors installed at DuPage Water’s Elmhurst Station

The Bill of Materials for hardware on Pumps 1 - 8 is presented in the tables below.

VM-5 Monitoring System - Rack 1		
Qty	Part #	Description
1	VM-5H4-0	19" Monitor Rack - 8 Modules
1	VM-5Z5	Power Supply - 85-264 AC
1	VZ-53	Blank Panel, Front for VM-5P
1	VZ-54	Blank Panel, Rear for VM-5P
6	VM-5U- C99X22/RMS/ISO/Z2 0/	Dual Channel Radial Vibraton - Velocity Probe Input with (/RMS) Rectification, 4-20ma isolated outputs (/ISO), 544 Probe, 1 In/S Peak Scale
6	VM-5Y3	Relay Module, 3 Relays/CH (DAN, ALT, OK), IRD 544
2	VZ-51	Blank panel (Front)
2	VZ-52	Blank panel (Rear)
1	VZ-57	Panel Mount Clamps
12	E09712	IRD 544M Velocity Probe
4	E10140	Magnetic Shield for 544Ms used on Motors
12	CB103-A2A-020-Z	Cables for 544M Probes, 20', Mil-Std 2-pin to blunt cut

VM-5 Monitoring System - Rack 2		
Qty	Part #	Description
1	VM-5H4-0	19" Monitor Rack - 8 Modules
1	VM-5Z5	Power Supply - 85-264 AC
1	VZ-53	Blank Panel, Front for VM-5P
1	VZ-54	Blank Panel, Rear for VM-5P
6	VM-5U- C99X22/RMS/ISO/Z2 0/	Dual Channel Radial Vibraton - Velocity Probe Input with (/RMS) Rectification, 4-20ma isolated outputs (/ISO), 544 Probe, 1 In/S Peak Scale
6	VM-5Y3	Relay Module, 3 Relays/CH (DAN, ALT, OK), IRD 544
2	VZ-51	Blank panel (Front)
2	VZ-52	Blank panel (Rear)
1	VZ-57	Panel Mount Clamps
12	E09712	IRD 544M Velocity Probe
4	E10140	Magnetic Shield for 544Ms used on Motors
12	CB103-A2A-020-Z	Cables for 544M Probes, 20', Mil-Std 2-pin to blunt cut

BASE SYSTEM INSTALLATION SUPPORT SERVICES

Mid-America Dynamics will provide offsite and onsite services to support the installation of the new hardware as outlined in Tasks 1 - 6.

Task 1 – Hardware Purchase & Assembly

Mid-America Dynamics will purchase, assemble, and test the vibration hardware prior to delivering it to the job site.

Task 2 – Electrical Drawings

Mid-America Dynamics will provide electrical drawings for the new VM-5 Monitors and probes.

Task 3 – Technical Installation Support

Mid-America Dynamics will provide onsite technical support to the electrical contractor, review the electrical drawings, and answer any questions on wiring and installation. Note that DuPage Water (and/or their contractor) will be responsible for SCADA programming and for all electrical work.

Task 4 – VM-5 Monitor Loop Checks & Installation of New 544M Vibration Probes

Once the new VM-5 Monitors have been wired and the SCADA programming has been completed, Mid-America Dynamics will install the new 544 Vibration Probes, provide onsite assistance with loop checks, and verify responses on the VM-5 Monitors and the SCADA displays.

Task 5 – System Commissioning

During normal operation of the pumps, Mid-America Dynamics will provide onsite verification of the operation and response of the new probes and VM-5 Monitors.

Task 6 – Vibration Analysis & Reporting

During normal operation of the pumps, Mid-America Dynamics will acquire supplemental data from the machines using portable instrumentation. Overall vibration and high-resolution spectral data will be acquired in the X, Y, and Z axis on each of the motor and pump bearings. The supplemental data will be presented in a formal report that includes notable findings and recommendations. This data will also be stored in our computer database for future trending and comparison.

BASE SYSTEM COST FOR EIGHT PUMPS

The Base System Hardware and Installation Support Service costs for Pumps 1 - 8 are summarized below:

Base System Hardware for Pumps 1 - 8	\$120,210 <i>+ shipping + taxes</i>
<u>Base System Support Services for Pumps 1 - 8</u>	<u>\$ 64,910</u>
BASE SYSTEM HARDWARE & SERVICE	\$185,120 <i>+ shipping + taxes</i>

OPTIONAL ADDER COST FOR TWO ADDITIONAL PUMPS

The VM-5 Monitors in the Base System would each have room for two additional two-channel cards. Should DuPage Water choose to add vibration monitoring of Pumps 9 and 10 to the Base System, the cost adders would be:

Optional Adder – Hardware for Pumps 9 - 10	\$ 30,674 <i>+ shipping + taxes</i>
<u>Optional Adder – Support Services for Pumps 9 - 10</u>	<u>\$ 11,406</u>
OPTIONAL ADDER HARDWARE & SERVICE	\$ 42,080 <i>+ shipping + taxes</i>

The billing milestones for this project are summarized below.

35%	Upon Receipt of PO
10%	Upon Submittal of Electrical Drawings
35%	Upon Delivery of System Hardware (plus shipping & taxes)
10%	Upon Completion of Site Visit 1 (Task 3)
10%	Upon Completion of Loop Checks (Task 4)

ORDER INSTRUCTIONS

The purchase order should be directed to:

Mid-America Dynamics, Inc.
5403 Patton Drive
Suite #211
Lisle, IL 60532
Email: orders@madynamics.com

Note 1: All Terms and Conditions of Sale would be in accordance with Mid-America Dynamics 2026 Rate Sheet. Prices are valid for 60 days and do not include taxes or shipping cost. Pricing assumes that all hardware and onsite services would be provided in 2026.

Note 2: Support Services for the Base System offering on Pumps 1 – 8 includes up to 15 man-days of onsite support for Tasks 3 - 6. For the Optional Adder for Pumps 9 & 10, an additional 2 man-days of onsite support are included. Onsite work outside this scope would be invoiced on a T&M basis in accordance with our current Rate Sheet.

I am looking forward to working with you on this project. Please contact me if you have any questions.

Mark Smith, P.E.

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-10/24: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-10.006

LOCATION:

Lexington Pump Station, 5555 West Lexington Ave., Chicago Illinois

CONTRACTOR:

McWilliams Electric Company, Inc.

DESCRIPTION OF WORK:

1. Provide and install enclosures, conduits, raceways, cabling, conductors and perform terminations for a new vibration monitoring system, supplied by others, as per proposal 1155p068-joel-revision1, dated December 18, 2025.

REASON FOR WORK:

To work with DWC, the City of Chicago, and DWC vendors to provide a fully functional vibration monitoring system for the Lexington Pump Station.

MINIMUM RESPONSE TIME:

N/A

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

Vibration monitors and vibration sensing devices

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

Proximity to Energized Medium Voltage Switchgear

SUBMITTALS REQUESTED:

Fabricated Enclosure to house the Vibration Monitors.

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

Details of Equipment to be Provided by DWC.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE: February 20, 2026



Resolution #: R-19-26

Account: As Assigned by Task Order

Approvals: *Author / Manager / Finance / Admin*

AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2026

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

Agenda Section: Engineering & Construction

Originating Department: Engineering

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

On January 15, 2026, the Commission also approved R-10-26, Task Order Nos. 01 and 02, with Delve Underground for consultation services in connection with various projects involving proposed conflicting work by others. The Work authorized under Task Order No. 02 – IL 56 (Butterfield Road) Widening ComEd Duct Bank Pipe Ramming – Impact Assessment and Construction Recommendations for Existing 54-inch Southwest Transmission is complete with funds remaining. To utilize this remaining funding for additional various projects as they arise, Resolution R-19-26 would approve the First Amendment to R-10-26, revising Task Order No. 02 to be used for Indeterminate Needs as they arise.

First Amendment to Task Order No. 02 – Indeterminate Pipeline Conflict Review

The Commission regularly receives engineering plans for work in proximity to Commission infrastructure. In the majority of these cases, Commission staff is able to coordinate a response that provides adequate protection for Commission facilities. However, in some instances, the potential for conflict(s) or substantial nature of the work dictates that the Commission would benefit from seeking support from more experienced experts from the consulting field on an as-needed basis.

As such, Staff has determined that it would be prudent to continue engaging with Delve Underground for this type of work. By authorizing this resolution, the funding previously approved as part of Task Order No. 02 (\$30,000) would be available for any pipeline conflict reviews as deemed necessary by Commission staff.

One such case recently arose and, in an effort to expedite the Commission's response and ensure adequate protection measures were in place prior to the contractor beginning work, the engineering review by Delve was initiated prior to receiving Board Approval; therefore, this action will ratify that determination.

Recommended Motion:

To adopt Resolution R-19-26.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-19-26

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

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

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

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

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

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

WHEREAS, the Commission and Consultant desire to amend Task Order No. 02 to the Master Contract to utilize the remaining funds authorized under Task Order No. 02 for the purpose of reviewing such additional discrete projects, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of Staff and Consultant that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Task Order No. 02 was signed, the changes 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 First Amendment to Task Order No. 02 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2026

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/R-19-26.docx

EXHIBIT 1

FIRST AMENDMENT TO TASK ORDER NO. 02

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

1. **Project:**

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

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

2. **Services of Consultant:**

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

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

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

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

None
4. **Commencement Date:**

February 20, 2026
5. **Completion Date:**

N/A
6. **Submittal Schedule:**

N/A
7. **Key Project Personnel:**

Daniel Ebin
Sam Swartz
8. **Contract Price:**

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

For purposes of payments to Consultant, the value of the Services under this Task Order shall be determined as follows: Monthly Billing
10. **Special Safety Requirements:**

None.
11. **Modifications to Contract:**

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

None

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

The Effective Date of this Task Order is February 19, 2026.

DuPAGE WATER COMMISSION

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

DWC DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick
Title: Manager of Water Operations
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: bostick@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

JACOBS ASSOCIATES dba DELVE UNDERGROUND.

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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



Resolution #: R-20-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: **Award of a Contract for the Construction of the West Feeder Main From Harvey Road to Collins Road (Contract FW-1/25 Section 1)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

WaterLink design efforts continue to progress with the goal of having all bids for each of the eleven pipeline construction packages, along with another for the construction of the meter stations, advertised by the end of Q1 2026.

The first six construction packages, TW-6/25 Sections 1, 2A, 2B, 2C, 3A and 3B, were bid with contracts awarded by the Board in late 2025 and early 2026. The first feeder main segments of the project, consisting of 36" pipeline, were advertised in late 2025 with bids opening in early February. These sections are referred to as FW-1/25 Sections 1 and 2.

FW-1/25 Section 1 consists of approximately 4.7 miles of 36" pipeline in Oswego, from Harvey Road to a point just north of Collins Road. The bid opening was held on February 3rd, with a total of six bids received. The list of bidders and their bids can be seen in the table below:

BID ALTERNATES	Alternate A (36-inch Steel) Total Bid Price	Alternate B (36-inch PCCP) Total Bid Price	Alternate C (36-inch Ductile Iron) Total Bid Price
Austin Tyler Construction, Inc.	-	-	\$35,369,674.00
Oswego Group Joint Venture	-	-	\$37,555,786.00
Bolder Contractors, LLC	\$31,509,484.20	\$29,256,404.20	\$35,182,984.20
Precision Infrastructure, LLC	-	-	\$37,138,968.00
Pipes "R" Us	-	-	\$37,000,000.00
John Neri Construction Company, Inc.	\$31,267,073.50	-	-

Based on the results of the bid opening, installation of 36-inch PCCP has been identified as the desirable alternative, with Bolder Contractors, LLC (Bolder) identified as the lowest responsible bidder for FW-1/25 Section 1 with a submitted bid of \$29,256,404.20.

Resolution R-20-26 would approve a contract with Bolder for the construction of the FW-1/25 Section 1 Project in the amount of \$29,256,404.20.

Commission Staff has previously worked with Bolder and found them to be an agreeable and efficient contractor. Additional references were also contacted, with only positive feedback received.

Recommended Motion:

To adopt Resolution R-20-26.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-20-26

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

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

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

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

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

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

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal by Bolder Contractors, LLC (Bolder) was the most favorable to the interests of the Commission; and

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

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

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby approves the Contract for the Construction of the FW-1/25 Section 1 Project in the amount of \$29,256,404.20, attached hereto as Exhibit A, conditioned upon the receipt of all contractually required documentation, and authorizes the Chairman to execute the agreement on behalf of the DuPage Water Commission and to take whatever steps necessary to effectuate the terms of said agreement.

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

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

ADOPTED THIS _____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-20-26.docx

EXHIBIT A

DuPage Water Commission

Contract for the Construction of

West Feeder Main

From Harvey Road to Collins Road

Contract FW-1/25 Section 1



VOLUME I

CONTRACT DOCUMENTS

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 1

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**CONTRACT AGREEMENT BETWEEN
DuPAGE WATER COMMISSION
AND
BOLDER CONTRACTORS, LLC
FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 1**

**CONTRACT AGREEMENT BETWEEN
 DuPAGE WATER COMMISSION
 AND
 BOLDER CONTRACTORS, LLC
 FOR THE CONSTRUCTION OF
 CONTRACT FW-1/25 SECTION 1**

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**CONTRACT AGREEMENT BETWEEN
DuPAGE WATER COMMISSION
AND
BOLDER CONTRACTORS, LLC
FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 1**

THIS CONTRACT AGREEMENT, made as of this **19th** day of **February, 2026** by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a public corporation, and **Bolder Contractors, LLC**.

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 FW-1/25 Section 1** 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.

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

1.2 Contract Documents

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

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

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

1.3 Interpretation of Contract Documents

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

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

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

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

b. Engineer. Burns & McDonnell Engineering Company Inc., Arcadis US, Inc., Christopher B. Burke Engineering, Ltd. (CBBEL), Stanley

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Consultants, Inc., Lockwood, Andrews and Newnam, Inc. (LAN), Robinson Engineering, Ltd. (REL), or such additional or different Person as Owner may from time to time designate in writing to perform any or all of the functions of the Engineer under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.

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

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

e. Work Site. Along Collins Road from Minkler Road to Douglas Road, along Douglas Road to Polo Crossing development, along Wolf's Crossing Road, through Oswego East High School (OEHS), along Harvey Road to south limit of ComEd corridor.

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.

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

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

ARTICLE II CONTRACT TIME

2.1 Commencement Date

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

2.2 Completion Date

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

FW-1/25 Section 1: 600 days following the Commencement Date.

FW-1/25 Section 2: 600 days following the Commencement Date.

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FW-1/25 Sections 1 + 2 Combined: 660 days following the Commencement Date.

2.3 Time of the Essence

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

ARTICLE III **CONTRACTOR'S WARRANTIES AND REPRESENTATIONS**

3.1 Warranties and Representations

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

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

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

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utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors, and Contractor hereby waives all claims for, and hereafter shall have no claim for, payment or compensation in excess of the Contract Price based upon such difficulties or obstructions, or conditions at the Work Site or in the surrounding area except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract. Contractor is responsible for dealing with conditions found at, and in the vicinity of, the Work Site, including subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, changed conditions due to work by other contractors, and similar site conditions without any equitable adjustment in the Contract Price except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract.

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

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

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

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

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

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

CONTRACT AGREEMENT

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

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

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

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

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

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

3.2 Affirmation of Other Warranties and Representations

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

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

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

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

4.2 Insurance

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

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

4.3 Indemnification

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

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

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

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

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

4.4 Penalties

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

ARTICLE V **CONTRACT PRICE AND PAYMENT**

5.1 Contract Price

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

5.2 Acceptance as Full Payment and Satisfaction

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

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

5.3 Method of Payment

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

ARTICLE VI LEGAL RELATIONSHIPS AND REQUIREMENTS

6.1 Binding Effect

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

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

6.2 Relationship of the Parties

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

6.3 Assignment

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

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

6.4 Confidential Information

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

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

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Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

6.5 Publicity

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

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

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

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

6.6 No Waivers

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

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

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

6.7 No Third Party Beneficiaries

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

6.8 Notices

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

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

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

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

Bolder Contractors, LLC
316 Cary Point Drive
Cary, IL 60013

Attention: **Robert Gwiasda, Manager**

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.

CONTRACT AGREEMENT

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

6.9 Governing Laws; Venue; Attorney's Fees

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

6.10 Changes in Laws

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

6.11 Compliance with Laws and Grants

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

CONTRACT AGREEMENT

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

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

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

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

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

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

CONTRACT AGREEMENT

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

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

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

6.12 Compliance with Patents

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

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

CONTRACT AGREEMENT

6.13 Severability

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

6.14 Entire Agreement

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

6.15 Amendments

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

6.16 Counterparts

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

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

Attest/Witness:

DuPAGE WATER COMMISSION

By: _____

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

Title: _____

Title: General Manager

CONTRACT AGREEMENT

Attest/Witness:

Bolder Contractors, LLC

By: _____

By: _____

Robert Gwasda

Title: _____

Title: **Manager**

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

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

Robert Gwiasda, 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 _____, 2026.

Attest/Witness:

Bolder Contractors, LLC

By: _____

By: _____

Robert Gwiasda

Title: _____

Title: **Manager**

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-21-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: **Award of a Contract for the Construction of the West Feeder Main From Collins Road to Minkler Road (Contract FW-1/25 Section 2)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

WaterLink design efforts continue to progress with the goal of having all bids for each of the eleven pipeline construction packages, along with another for the construction of the meter stations, advertised by the end of Q1 2026.

The first six construction packages, TW-6/25 Sections 1, 2A, 2B, 2C, 3A and 3B, were bid with contracts awarded by the Board in late 2025 and early 2026. The first feeder main segments of the project, consisting of 36" pipeline, were advertised in late 2025 with bids opening in early February. These sections are referred to as FW-1/25 Sections 1 and 2.

FW-1/25 Section 2 consists of approximately 4 miles of 36" pipeline in Oswego, from the end of Section 1 to a point just west of Minkler Road. The bid opening was held on February 5th, with a total of six bids received. The list of bidders and their bids can be seen in the table below:

BID ALTERNATES	Alternate A (36-inch Steel) Total Bid Price	Alternate B (36-inch PCCP) Total Bid Price	Alternate C (36-inch Ductile Iron) Total Bid Price
Oswego Group Joint Venture	-	-	\$28,427,888.00
Precision Infrastructure, LLC	\$32,226,321.00	-	-
Austin Tyler Construction, Inc.	-	-	\$28,166,879.50
Pipes "R" Us	-	-	\$32,000,000.00
John Neri Construction Company Inc.	\$28,983,177.00	-	-
D. Construction, Inc. & Benchmark Construction Co., Inc.	-	\$25,548,000.00	-

Based on the results of the bid opening, installation of 36-inch PCCP has been identified as the desirable alternative, with the Joint Venture of Benchmark Construction Co., and D. Construction, Inc.

(Joint Venture) identified as the lowest responsible bidder for FW-1/25 Section 2 with a submitted bid of \$25,548,000.00.

Resolution R-21-26 would approve a contract with the Joint Venture for the construction of the FW-1/25 Section 2 Project in the amount of \$25,548,000.00.

This Joint Venture has previously been awarded the WaterLink contracts for TW-6/25 Section 1 (currently under construction) Section 3A, and Section 3B.

Recommended Motion:

To adopt Resolution R-21-26.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-21-26

A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF
THE FW-1/25 SECTION 2 CONTRACT

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

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

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

WHEREAS, pursuant to Article VIII, Section 5 of the Commission’s By-Laws, the DuPage Water Commission (the “Commission”) invited proposals for the Construction of the FW-1/25 Section 2 Contract; and

WHEREAS, bids for Contract FW-1/25 Section 2 were received on February 5, 2026; 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 FW-1/25 Section 2 Project in the amount of \$25,548,000.00, 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 _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2026/R-21-26.docx

EXHIBIT A

DuPage Water Commission

Contract for the Construction of

West Feeder Main

From Collins Road to Minkler Road

Contract FW-1/25 Section 2



VOLUME I

CONTRACT DOCUMENTS

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 2

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3. Schedule of Prices
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6. Contract Drawings
7. Specifications
8. Form of Performance Bond
9. Form of Labor and Material Payment Bond
10. Form of Maintenance/Warranty Bond
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**CONTRACT AGREEMENT BETWEEN
DuPAGE WATER COMMISSION
AND
D. CONSTRUCTION, INC AND BENCHMARK
CONSTRUCTION CO., INC., A JOINT VENTURE
FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 2**

CONTRACT AGREEMENT BETWEEN
DuPAGE WATER COMMISSION
AND
D. CONSTRUCTION, INC AND BENCHMARK
CONSTRUCTION CO., INC., A JOINT VENTURE
FOR THE CONSTRUCTION OF
CONTRACT FW-1/25 SECTION 2

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CONTRACT AGREEMENT BETWEEN

DuPAGE WATER COMMISSION

AND

**D. CONSTRUCTION, INC AND BENCHMARK
CONSTRUCTION CO., INC., A JOINT VENTURE**

FOR THE CONSTRUCTION OF

CONTRACT FW-1/25 SECTION 2

THIS CONTRACT AGREEMENT, made as of this **19th** day of **February, 2026** 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 FW-1/25 Section 2* 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. **1 and 2**

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

1.3 Interpretation of Contract Documents

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

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

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

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

b. Engineer. Burns & McDonnell Engineering Company Inc., Arcadis US, Inc., Christopher B. Burke Engineering, Ltd. (CBBEL), Stanley

CONTRACT AGREEMENT

Consultants, Inc., Lockwood, Andrews and Newnam, Inc. (LAN), Robinson Engineering, Ltd. (REL), or such additional or different Person as Owner may from time to time designate in writing to perform any or all of the functions of the Engineer under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.

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

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

e. Work Site. Along Collins Road from Minkler Road to Douglas Road, along Douglas Road to Polo Crossing development, along Wolf's Crossing Road, through Oswego East High School (OEHS), along Harvey Road to south limit of ComEd corridor.

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.

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

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

ARTICLE II CONTRACT TIME

2.1 Commencement Date

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

2.2 Completion Date

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

FW-1/25 Section 1: 600 days following the Commencement Date.

FW-1/25 Section 2: 600 days following the Commencement Date.

CONTRACT AGREEMENT

FW-1/25 Sections 1 + 2 Combined: 660 days following the Commencement Date.

2.3 Time of the Essence

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

ARTICLE III CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

3.1 Warranties and Representations

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

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

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

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utility locations or conditions, adverse soil conditions, and changed site conditions due to work by other contractors, and Contractor hereby waives all claims for, and hereafter shall have no claim for, payment or compensation in excess of the Contract Price based upon such difficulties or obstructions, or conditions at the Work Site or in the surrounding area except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract. Contractor is responsible for dealing with conditions found at, and in the vicinity of, the Work Site, including subsurface, underground or other concealed conditions or obstructions, buried structures, utility locations or conditions, adverse soil conditions, changed conditions due to work by other contractors, and similar site conditions without any equitable adjustment in the Contract Price except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract.

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

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

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

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

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

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

CONTRACT AGREEMENT

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

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

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

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

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

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

3.2 Affirmation of Other Warranties and Representations

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

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

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

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

4.2 Insurance

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

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

4.3 Indemnification

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

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

CONTRACT AGREEMENT

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

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

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

4.4 Penalties

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

ARTICLE V **CONTRACT PRICE AND PAYMENT**

5.1 Contract Price

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

5.2 Acceptance as Full Payment and Satisfaction

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

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

5.3 Method of Payment

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

ARTICLE VI LEGAL RELATIONSHIPS AND REQUIREMENTS

6.1 Binding Effect

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

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

6.2 Relationship of the Parties

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

6.3 Assignment

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

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

6.4 Confidential Information

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

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

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Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

6.5 Publicity

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

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

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

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

6.6 No Waivers

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

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

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

6.7 No Third Party Beneficiaries

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

6.8 Notices

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

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

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

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

**D. Construction, Inc. and
Benchmark Construction, Co., Inc., A Joint Venture
1488 South Broadway
Coal City, IL 60416
Attention: 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.

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

6.9 Governing Laws; Venue; Attorney's Fees

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

6.10 Changes in Laws

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

6.11 Compliance with Laws and Grants

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

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

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

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

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

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

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

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

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

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

6.12 Compliance with Patents

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

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

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6.13 Severability

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

6.14 Entire Agreement

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

6.15 Amendments

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

6.16 Counterparts

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

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

Attest/Witness:

DuPAGE WATER COMMISSION

By: _____

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

Title: _____

Title: General Manager

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Attest/Witness:

**D. Construction, Inc. and Benchmark
Construction Co., Inc., A Joint Venture**

By: _____

By: _____
Kenneth Sandeno

Title: _____

Title: **President**

Attest/Witness:

By: _____

By: _____
Mark Atkins, Jr.

Title: _____

Title: **President**

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

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

CONTRACTOR'S CERTIFICATION

Kenneth Sandeno and Mark Atkins, Jr., 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 _____, _____.

Attest/Witness: *D. Construction, Inc. and Benchmark Construction Co., Inc., A Joint Venture*

By: _____ By: _____
Signature, Title **Kenneth Sandeno, President**

Subscribed and Sworn to before me this ____ day of _____, 20___. My Commission Expires: _____

Notary Public [SEAL]

Attest/Witness:

By: _____ By: _____
Signature, Title **Mark Atkins, Jr., President**

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**



DuPage Water
Commission

30 YEARS OF SERVICE
Pure. Essential. Stewardship.

MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 2/10/2026
Subject: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the February 19, 2026, Commission meeting:

January 9, 2026, to February 10, 2026, A/P Report:	
DuPage Water Commission	\$ 10,634,979.95
Waterlink	227,178.60
Accrued and estimated payments required before March 2026 Commission meeting:	
DuPage Water Commission	1,663,125.00
Waterlink	6,028,500.00
	<hr/>
Total	\$18,553,783.55

cc: Chairman and Commissioners



Payable Number	Description	Post Date	Payable Amount	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE				
Vendor: 1663	AECOM			Payable Count: (1)
2001109617	Tollway Review	01/31/2026	1,605.13	1,605.13
Vendor: 2173	Atomatic Mechanical Services, Inc.			Payable Count: (2)
SRV25-08863	Chiller Repair and Glycol Refill	01/31/2026	4,164.00	4,164.00
SRV25-08940	Refrigerant Sampling for Gen Room	01/31/2026	1,277.95	1,277.95
Vendor: 1017	BATTERIES PLUS			Payable Count: (1)
P88908560	Batteries for BAS and Controllers	01/20/2026	60.30	60.30
Vendor: 1162	BEE CLEAN SPECIALTIES, LLC			Payable Count: (1)
2639047	Semi-Annual Air Cleaner Service	01/31/2026	160.00	160.00
Vendor: 2283	BMO HARRIS CREDIT CARD			Payable Count: (1)
INV0008759	Combined Statements: January 2026	01/31/2026	8,088.10	8,088.10
Vendor: 1135	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION			Payable Count: (1)
INV0008760	WATER BILLING: January 2026	01/31/2026	10,482,751.20	10,482,751.20
Vendor: 2320	Crown Equipment Corporation			Payable Count: (2)
133798351	Forklift Repairs	01/22/2026	678.00	678.00
133798417	Additional Forklift Repairs	01/29/2026	366.67	366.67
Vendor: 1240	DOOR SYSTEMS, INC.			Payable Count: (1)
964254	Repairs to Gate #3	01/31/2026	669.00	669.00
Vendor: 2171	Friendly Ford			Payable Count: (1)
139881	Vehicle Maint: M220083	01/29/2026	540.64	540.64
Vendor: 1055	GRAINGER			Payable Count: (8)
9786649468	Pumping Supplies	01/31/2026	1,546.94	1,546.94
9787619189	Pipeline Supplies	01/31/2026	112.06	112.06
9787619197	Pipeline Supplies	01/31/2026	185.81	185.81
9792252588	Pumping Supplies	02/03/2026	425.68	425.68
9792252596	Pumping Supplies	02/03/2026	2,287.02	2,287.02
9793626863	Pumping Supplies	02/10/2026	2,444.89	2,444.89
9793626871	Pumping Supplies	02/10/2026	3,143.43	3,143.43
9799223541	Maintenance Supplies	02/10/2026	3.40	3.40
Vendor: 2072	ILLINOIS EPA			Payable Count: (1)
INV0008735	Annual Air Pollution Control Site Fee	01/20/2026	2,150.00	2,150.00
Vendor: 1609	Illinois GIS Association			Payable Count: (1)
3918	Annual Membership	01/13/2026	100.00	100.00
Vendor: 2532	Joliet Electric Motors			Payable Count: (3)
70300	Electrical Testing on HLP #7	01/31/2026	1,500.00	1,500.00
70305	Technical Service Call for HLP #6	01/31/2026	1,580.00	1,580.00
70307	Technical Service Calls for HLP #3	01/31/2026	12,086.00	12,086.00
Vendor: 1196	KARA COMPANY, INC.			Payable Count: (1)
396090	Marking Paint	01/27/2026	1,193.20	1,193.20
Vendor: 1195	LESMA INSTRUMENT COMPANY			Payable Count: (1)
PSI394816	Pressure Switch Assemblies for PARCO Cabinets	01/20/2026	2,535.32	2,535.32
Vendor: 1054	MCMMASTER-CARR SUPPLY COMPANY			Payable Count: (4)
58210449	Conduit for Washer/Dryer Install	01/22/2026	293.73	293.73

Board Open Payable Report

As Of 02/10/2026

Payable Number	Description	Post Date	Payable Amount	Net Amount
58270754	Batteries for BAS System Controllers	01/27/2026	24.68	24.68
58889056	Pumping Supplies	01/31/2026	214.25	214.25
59117397	Pumping Supplies	02/10/2026	54.31	54.31
Vendor: 2198	Mecon Industries, Inc.			Payable Count: (1) 1,295.14
52407	Truck Rental for Valve Changeout Project	01/31/2026	1,295.14	1,295.14
Vendor: 1858	NATIONAL LIFT TRUCK, INC.			Payable Count: (2) 639.48
IV260110650	Annual Inspection/Parts for Scissor Lifts	01/29/2026	292.53	292.53
IV260110651	Annual Inspection/Parts for Scissor Lifts	01/29/2026	346.95	346.95
Vendor: 2189	NCPERS Group Life Ins.			Payable Count: (3) 132.84
INV0008685	NCPERS - IMRF 6641	01/02/2026	44.28	44.28
INV0008706	NCPERS - IMRF 6641	01/16/2026	44.28	44.28
INV0008746	NCPERS - IMRF 6641	01/30/2026	44.28	44.28
Vendor: 1642	PORTER PIPE & SUPPLY CO.			Payable Count: (1) 809.64
13169806-00	Remote Facilities Supplies	01/31/2026	809.64	809.64
Vendor: 1385	QUALITY BACKFLOW TESTING INC.			Payable Count: (1) 1,260.00
34282	Annual Regulatory Backflow Preventer Inspection	02/10/2026	1,260.00	1,260.00
Vendor: 1118	REGIONAL TRUCK EQUIPMENT CO.			Payable Count: (2) 557.48
63831	Replacement Plow Blade	01/20/2026	430.00	430.00
286324	Parts for Operations Plow	01/29/2026	127.48	127.48
Vendor: 2552	REXEL			Payable Count: (1) 287.13
S144323540.001	Washer/Dryer Installation Supplies	01/31/2026	287.13	287.13
Vendor: 1777	SCHNEIDER ELECTRIC BUILDINGS AMERICA, INC			Payable Count: (1) 474.00
0001146237	Replacement Batteries for BAS System	01/31/2026	474.00	474.00
Vendor: 2485	The Lynde Company, LLC			Payable Count: (1) 3,996.40
L206805-IN	De-Chlor Restock	02/10/2026	3,996.40	3,996.40
Vendor: 1125	TOTAL FIRE & SAFETY, INC.			Payable Count: (1) 1,873.96
D544758	Extinguisher Repairs	01/31/2026	1,873.96	1,873.96
Vendor: 2586	Waterly			Payable Count: (1) 80,287.50
1764	Waterly Reporting Solution - 3 Year Service	01/31/2026	80,287.50	80,287.50
Vendor: 2096	William A. Fates			Payable Count: (1) 1,666.67
INV0008758	Service as Treasurer: February 2026	02/05/2026	1,666.67	1,666.67
Vendor: 2562	Xerox IT Solutions			Payable Count: (1) 9,458.00
01620304	Hardware Tech Support	01/31/2026	9,458.00	9,458.00
			Payable Account 01-211000	Payable Count: (47) Total: 10,634,979.95
Payable Account: 01-211030 - ACCTS PAYABLE - CONSTRUCTION				
Vendor: 2421	Burns & McDonnell Engineering Co., Inc.			Payable Count: (2) 223,085.96
186599-6	WaterLink Program Mgmt & Construction Engineering	01/31/2026	117,645.70	117,645.70
186862-3	WaterLink Construction Engineering for Book Rd	01/31/2026	105,440.26	105,440.26
Vendor: 1179	CHICAGO TRIBUNE			Payable Count: (1) 3,821.24
132230182000	Legal Notice: WaterLink FW-1/25 Section 1&2	01/31/2026	3,821.24	3,821.24
Vendor: 1178	PADDOCK PUBLICATIONS, INC.			Payable Count: (1) 271.40
365565	Legal Notice: FW-1/25 SECTS 1&2	01/27/2026	271.40	271.40
			Payable Account 01-211030	Payable Count: (4) Total: 227,178.60

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	47	10,634,979.95
01-211030 - ACCTS PAYABLE - CONSTRUCTION	4	227,178.60
Report Total:	51	10,862,158.55

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	51	10,862,158.55
Report Total:	51	10,862,158.55

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 3-19-26
Board Meeting Date: February 19, 2026

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
90,000.00	Blue Cross Blue Shield - Health Insurance			
9,000.00	Euclid Managers - Dental Insurance			
13,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
35,000.00	ComEd - Utility Charges			
400,000.00	Dynergy - 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			
6,400.00	Procurement Card Charges - \$200 Travel, \$250 Safety, \$3650 Training, \$200 Equipment, \$250 Publications \$350 Vehicles, \$150 Computers, \$200 Office Supplies, \$50 Permits & Fees, \$2750 Conferences, \$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			
4,000.00	AL Warren - Fuel			
600.00	Toshiba - Copy and Lease Charges			
2,500.00	Multisystem Management - Cleaning Services			
625.00	Pitney Bowes - Postage			
8,000.00	Grainder - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
500.00	Verizon Connect - Diagnostics			
100.00	City of Aurora - Microbial Analysis			
150.00	Logical Media - Hosting Services			
1,700.00	William Fates - Treasurer			
6,000.00	Baker Tilly			
45,000.00	Schirott, Luetkehans & Garner, LLC			
20,000.00	Schirott, Luetkehans & Garner, LLC - MOY			
100.00	Village of Northbrook - Stormwater Service (Quarterly)			
7,000.00	Xerox (Formerly IT Savvy) - Network Support			
200.00	Alexander Kefaloukos - Security			
600.00	Red Wing - Uniforms			
100.00	Elmhurst Occupational Health - New employee			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Sooper Lube - Vehicle Maintenance			
200.00	Friendly Ford - Vehicle Maintenance			
200.00	Sterling - Background Checks			
5,000.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
700.00	AGM Electronics - Spare Relays and Relay Panels			
1,100.00	Associated Technical Services - Leads/Clamps for Locator			
200.00	CDW - Shipping Fee for IT Equipment Order			
800.00	Core & Main - Actuator Cover			
2,800.00	Core & Main - Metal Locator			
100.00	Core & Main - Grease for EZ Tap			
30,000.00	Delve - Seismic Impact Assessment IDOT Project			
500.00	Ebe's Ace Hardware - Project Supplies			
300.00	Harbor - Floor Jack for Meter Station Project			
2,000.00	Home Depot - Project Supplies			
6,500.00	Joliet Electric Motor - ESA Baseline Testing on HLP Systems			
1,100.00	Kara Company - Marking Paint & Flags			
9,000.00	Krueger Tower - Lexington & Tank Site Antenna Replacement/Repair			
1,500.00	Lesman Instruments - PARCO Accumulator Pressure Switch Assembly			
300.00	McMasterCarr - Pipe Supports			
5,300.00	McMasterCarr - Grease for MS Valves and System Valves			
2,000.00	McMasterCarr - PARCO Cabinet Fittings/Hardware			

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 3-19-26
Board Meeting Date: February 19, 2026

700.00	Mullisystem - Lunchroom Cleaning
100.00	Newark - Resistors for RTUs and Flow Interface Cabinets
500.00	Office Depot - Office Supplies
800.00	Petro Classroom - Underground Storage Tank Training
23,000.00	Polaris - Ranger Crew SP 570
1,000.00	Program One - Window Cleaning
1,000.00	Reliable - Uniforms
500.00	Roesch Ford - Spare Key 2025 F150
1,200.00	Specialty Mat - Mat Service
800.00	Staples - Office Supplies
10,000.00	US Upfitters - Strobe Lights and Bed Storage System 2025 F150
1,000.00	Villa Park Office Equipment - Desk Chair
3,500.00	Xerox - Extreme Network License Renewal
15,000.00	Gallagher - General Manager Bond
10,000.00	Tai Ginsberg - Source Water Project
400,000.00	Baxter/Boller Construction - SCADA
50,000.00	Carollo - SCADA
20,000.00	Strand - SCADA & Switchgear Improvement Project
1,000.00	Concentric - Misc Project Support
81,000.00	Waterly - Waterly Reporting System
5,000.00	Grainger - Misc Hardware & Equipment
20,000.00	Dell - Windows O365 License Renewals
5,000.00	Park Place - File Server Upgrade
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1,663,125.00	

WaterLink

4,000,000.00	Benchmark/D.Construction - TW-6/25 Section 1
1,000,000.00	Airy's, Inc - TW-6/25 Sections 2A/2B
50,000.00	Bowman - WaterLink CE
25,000.00	CBBEL - WaterLink CE
500,000.00	LAN - Waterink Design
200,000.00	Burns & McDonnell - WaterLink Program Management
150,000.00	Burns & McDonnell - WaterLink Book Road CE
100,000.00	Burns & McDonnell - WaterLink Construction Staking
3,500.00	ESRI - ArcGIS Online Creator Licenses for WaterLink
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6,028,500.00	
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7,691,625.00	



MEMORANDUM

To: Commissioners

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

Date: February 12, 2026

Subject: Luetkehans, Brady, Garner & Armstrong December 2025 Invoices

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of December 1, 2025 through December 31, 2025 and recommend it for approval. The invoices should be placed on the February 19, 2026 Commission meeting accounts payable.

December 2025

Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$4,836.00	18.60	\$260.00	Luetkehans (6.30 @ \$260/hr.) Armstrong (12.30 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
MaRous & Company	\$0.00				
Misc:	\$51.76				
Total:	\$4,887.76	18.60	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	\$2,704.00	10.40	\$260.00	Luetkehans (8.30 @260/hr.) Armstrong (1.80 @260/hr) Gonzales (0.30 @260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Hinshaw & Culbertson LLP	\$1,545.00				
Misc Credits:	\$ -				
Total:	\$4,249.00	10.40	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	\$6,656.00	25.60	\$260.00	Luetkehans (8.70 @ \$260/hr.) Garner (11.00 @260/hr.) Gonzales (5.90 @260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$844.56				
Total:	\$7,500.56	25.60	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Construction	\$3,926.00	15.10	\$260.00	Luetkehans (8.60 @ \$260/hr.) Garner (0.30 @260/hr.) Armstrong (6.20 @260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00	0.00			
Total:	\$3,926.00	15.10	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	\$3,666.00	14.10	\$260.00	Luetkehans (12.40@\$260/hr) Garner (1.50 @ \$260/hr) Armstrong (0.20 @ \$260/hr)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc: Georges & Synowiecki - Statement #40	\$1,295.00				
Misc: Georges & Synowiecki - Statement #2	\$900.00				
Misc:	\$39.20				
Total:	\$5,900.20	14.10	\$260.00		

	FEES	HOURS BILLED	AVERAGE HOURLY RATE
Total of all invoices:	\$26,463.52	83.80	\$260.00



Resolution #: O-3-26

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML - PDM

REQUEST FOR BOARD ACTION

Date: 2/12/2026

Description: An Ordinance Authorizing the Acquisition of Easements by the DuPage Water Commission Over Certain Property for the Purpose of Providing Water to the Village of Montgomery, the Village of Oswego and the United City of Yorkville

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-3-26 would authorize the General Manager, his staff and the Commission's attorneys and consultants to acquire previously negotiated easements determined to be necessary to construct the WaterLink Pipeline Project.

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

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

The items brought forward under Ordinance O-3-26 are those that have already been negotiated, with an amount of compensation having been agreed upon by both parties, pending Board approval.

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

Recommended Motion:

To adopt Ordinance No. O-3-26

DUPAGE WATER COMMISSION

ORDINANCE NO. O-3-26

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

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

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

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

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

WHEREAS, the Commission has previously found that it is in the best interests of the Commission and instructed the General Manager and his staff to take the necessary steps to construct the Waterworks Improvements that are necessary to comply with the terms of the Purchase and Sale Agreements; and

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

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

WHEREAS, the Board of Commissioners of the Commission find that the easements over the parcels of real estate as described in the attached Exhibits 1 through 15 (the "Subject Properties") should be acquired and are necessary and desirable for the purposes as hereinabove set forth; and

WHEREAS, for this purpose, the Board of Commissioners of the Commission adopted Ordinance Nos. O-8-25, O-11-25 and O-1-26 empowering the General Manager, his staff and the Commission's attorneys to take the necessary steps, either by negotiation or condemnation, to acquire the easements over the Subject Properties as set forth in Exhibits 1 through 15 (the "Easements"); and

WHEREAS, the owners of the Subject Properties have agreed to sell the Easements in accordance with the terms set forth in Exhibits 1 through 15; and

WHEREAS, the Commission has determined that the total cost for the purchase of the Easements in the amount of \$148,600.00 is reasonable; and

WHEREAS, the Commission has determined that the terms for the purchase of the Easements are reasonable.

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

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

SECTION TWO: That it is necessary and desirable that the Easements described in Exhibits 1 through 15 attached hereto, be acquired by the Commission for one or more of the purposes set forth herein.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and

consultants be, and hereby are, authorized, directed and empowered to take the necessary steps to purchase the Easements over the Subject Properties as described in Exhibits 1 through 15.

SECTION FOUR: The Clerk for the Commission be and is hereby authorized and directed to transmit a copy of this Ordinance to the attorney for the Commission and may provide certified copies of said Ordinance upon proper request from the general public.

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

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

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

ADOPTED THIS ____ DAY OF _____, 2026.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2026/O-3-26.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., 2026.

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

Property Address:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0105 Permanent Easement

Index No.: 03-01-377-002

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 89 degrees 04 minutes 52 seconds East along the south line of said Southwest Quarter a distance of 1333.80 feet, to the center line of the original Aurora and Plainfield Road also being the easterly line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402 and the Point of Beginning; thence North 00 degrees 47 minutes 08 seconds West along said east line a distance of 192.30 feet, to a bend in said easterly line; thence North 65 degrees 20 minutes 59 seconds East through a point on a westerly line of property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781 which point is 118.13 feet southerly of the west most northwest corner of said property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781 as measured along said westerly line, a distance of 106.74 feet, to a point on the southwesterly line of U.S. Route 30 per dedication for public road purposes per Book 116, Page 141, which point is 6.92 feet southerly of the southeast corner of said property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781 as measured along said southwesterly line of U.S. Route 30 per dedication for public road purposes per Book 116, Page 141; thence southeasterly along said southwesterly line being a non-tangential curve to the left, having a radius of 1482.70 feet, an arc length of 22.65 feet, a chord bearing of South 52 degrees 39 minutes 55 seconds East, and a chord length of 22.65 feet; thence South 65 degrees 20 minutes 59 seconds West a distance of 116.94 feet, to a line 8.50 feet east of and parallel with said easterly line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402; thence South 00 degrees 47 minutes 08 seconds East along said parallel line a distance of 174.16 feet, to said south line of the Southwest Quarter; thence South 89 degrees 04 minutes 52 seconds West along said south line a distance of 8.50 feet, to the Point of Beginning, (except that part thereof lying within said property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781) and also

(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 0.072 acres, more or less or 3,127 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission 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 Indemnites") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. Damages. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. Grantee's Execution. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. Modification or Termination. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. Notices. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

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
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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0105 Temporary Easement

Index No.: 03-01-377-002

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 89 degrees 04 minutes 52 seconds East along the south line of said Southwest Quarter a distance of 1333.80 feet, to the center line of the original Aurora and Plainfield Road also being the easterly line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402; thence North 00 degrees 47 minutes 08 seconds West along said east line a distance of 192.30 feet, to a bend in said easterly line; thence North 65 degrees 20 minutes 59 seconds East through a point on a westerly line of property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781 which point is 118.13 feet southerly of the west most northwest corner of said property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781 as measured along said westerly line, a distance of 106.74 feet, to a point on the southwesterly line of U.S. Route 30 per dedication for public road purposes per Book 116, Page 141, which point is 6.92 feet southerly of the southeast corner of said property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781 as measured along said southwesterly line of U.S. Route 30 per dedication for public road purposes per Book 116, Page 141; thence southeasterly along said southwesterly line being a non-tangential curve to the left, having a radius of 1482.70 feet, an arc length of 22.65 feet, a chord bearing of South 52 degrees 39 minutes 55 seconds East, and a chord length of 22.65 feet, to the Point of Beginning; thence South 65 degrees 20 minutes 59 seconds West a distance of 116.94 feet, to a line 8.50 feet east of and parallel with said easterly line of property acquired by the State of Illinois by Final Judgment Order Document Number 2021-00021402; thence South 00 degrees 47 minutes 08 seconds East along said parallel line a distance of 11.37 feet; thence North 80 degrees 03 minutes 06 seconds East a distance of 86.89 feet; thence North 46 degrees 13 minutes 33 seconds East a distance of 49.19 feet, to said southwesterly line of U.S. Route 30 per dedication for public road purposes per Book 116, Page 141; thence northwesterly along said southwesterly line being a non-tangential curve to the right, having a radius of 1482.70 feet, an arc length

of 18.64 feet, a chord bearing of North 53 degrees 27 minutes 48 seconds West, and a chord length of 18.64 feet, to the Point of Beginning; (except that part thereof lying within said property conveyed to the State of Illinois by Order Vesting Title Document Number 2018-00014781) and also (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 0.063 acres, more or less or 2,740 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., 2026.

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

Property Address:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)
Section: 22-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0333 Permanent
Easement
Index No.: 03-22-100-001

That part of the Northwest Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Northwest Quarter of Section 22; thence South 88 degrees 46 minutes 59 seconds West along the north line of said Northwest Quarter a distance of 42.26 feet, to the Point of Beginning; thence South 17 degrees 40 minutes 34 seconds East a distance of 150.57 feet, to a point on the east line of said Northwest Quarter which point is 144.40 feet south of said northeast corner of the Northwest Quarter as measured along said east line; thence South 01 degrees 22 minutes 38 seconds East along said east line a distance of 53.45 feet; thence North 17 degrees 40 minutes 34 seconds West a distance of 206.30 feet, to said north line of the Northwest Quarter; thence North 88 degrees 46 minutes 59 seconds East along said north line a distance of 15.64 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 0.061 acres, more or less or 2,677 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission 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

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

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
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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)
Section: 22-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0333 Temporary
Easement
Index No.: 03-22-100-001

That part of the Northwest Quarter of Section 22, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northeast corner of said Northwest Quarter of Section 22; thence South 88 degrees 46 minutes 59 seconds West along the north line of said Northwest Quarter a distance of 16.19 feet, to the Point of Beginning; thence continuing South 88 degrees 46 minutes 59 seconds West along said north line a distance of 26.07 feet; thence South 17 degrees 40 minutes 34 seconds East a distance of 150.57 feet, to the east line of said Northwest Quarter; thence North 01 degrees 22 minutes 38 seconds West along said east line a distance of 89.08 feet, to a point 55.32 feet south of said northeast corner of the Northwest Quarter of Section 22; thence North 17 degrees 40 minutes 34 seconds West a distance of 57.69 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 0.060 acres, more or less or 2,603 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., 2026.

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

Property Address:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0341 Permanent Easement

Index No.: 03-12-100-020

That part of the Northwest Quarter 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:

Commencing at the southeast corner of said Northwest Quarter of the Northwest Quarter of Section 12; thence South 89 degrees 01 minutes 54 seconds West along the south line of said Northwest Quarter of the Northwest Quarter of Section 12 a distance of 40.00 feet, to the Point of Beginning; thence North 01 degrees 03 minutes 09 seconds West a distance of 2.34 feet, to a point on the south line of Lot 284 in Ogden Falls, Unit 3, Phase 1, being a subdivision of part of the Northeast Quarter of Section 11 and part of the Northwest Quarter of said Section 12, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 9813314, which point is 15.00 feet west of the southeast corner of said Lot 284 as measured along said south line; thence South 89 degrees 05 minutes 09 seconds West along said south line a distance of 15.00 feet; thence South 01 degrees 03 minutes 09 seconds East a distance of 2.36 feet, to said south line of the Northwest Quarter of the Northwest Quarter of Section 12; thence North 89 degrees 01 minutes 54 seconds East along said south line a distance of 15.00 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 35 square feet, more or less.

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

3. Expiration. This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

4. Liens. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee’s consultants or subcontractors (“Grantee’s Agents”). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee’s Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

5. Restoration. Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. Damages. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. Grantee's Execution. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. Modification or Termination. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. Notices. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

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
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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)
Section: 12-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0341 Temporary Easement

Index No.: 03-12-100-020

That part of the Northwest Quarter 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:

Commencing at the southeast corner of said Northwest Quarter of the Northwest Quarter of Section 12; thence South 89 degrees 01 minutes 54 seconds West along the south line of said Northwest Quarter of the Northwest Quarter of Section 12 a distance of 5.00 feet, to the Point of Beginning; thence continuing South 89 degrees 01 minutes 54 seconds West along said south line a distance of 35.00 feet; thence North 01 degrees 03 minutes 09 seconds West a distance of 2.34 feet, to a point on the south line of Lot 284 in Ogden Falls, Unit 3, Phase 1, being a subdivision of part of the Northeast Quarter of Section 11 and part of the Northwest Quarter of said Section 12, in said Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 9813314, which point is 15.00 feet west of the southeast corner of said Lot 284 as measured along said south line; thence North 89 degrees 05 minutes 09 seconds East along said south line and the easterly prolongation thereof a distance of 35.00 feet; thence South 01 degrees 03 minutes 09 seconds East a distance of 2.31 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 81 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., 2026.

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

Property Address:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)
Section: 22 & 27-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0335 Permanent
Easement 1
Index No.: 03-27-200-007
03-22-400-003

That part of the West Half of the Northeast Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Northeast Quarter of Section 27; thence North 01 degrees 20 minutes 18 seconds West along the west line of said Northeast Quarter a distance of 51.00 feet, to a line 51.00 feet north of and parallel with the south line of said Northeast Quarter and the Point of Beginning; thence North 88 degrees 55 minutes 23 seconds East along said parallel line a distance of 33.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 664.44 feet; thence North 88 degrees 39 minutes 42 seconds East a distance of 15.00 feet, to a line 48.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 260.00 feet; thence South 88 degrees 39 minutes 42 seconds West a distance of 15.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 722.26 feet; thence North 88 degrees 39 minutes 42 seconds East a distance of 10.00 feet, to a line 43.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 20.00 feet; thence South 88 degrees 39 minutes 42 seconds West a distance of 10.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 386.87 feet; thence North 88 degrees 39 minutes 42 seconds East a distance of 10.00 feet, to a line 43.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 20.00 feet; thence South 88 degrees 39 minutes 42 seconds West a distance of 10.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 89.34 feet, to the south line of property conveyed per Document Number 2014-00004286; thence South 89 degrees 08 minutes 15 seconds West

**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., 2026.

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 1)
Section: 22 & 27-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0335 Permanent
Easement 2
Index No.: 03-27-200-007
03-22-400-003

That part of the south 5 acres of the Southeast Quarter of Section 22 and the West Half of the Northeast Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along the west line of said Northeast Quarter of Section 27 a distance of 73.64 feet, to the north line of property conveyed per Document Number 2014-00004286; thence North 89 degrees 08 minutes 15 seconds East along said north line a distance of 18.00 feet, to the Point of Beginning; thence continuing North 89 degrees 08 minutes 15 seconds East along said north line a distance of 15.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 73.85 feet, to the north line of said Northeast Quarter of Section 27; thence North 01 degrees 26 minutes 32 seconds West a distance of 82.53 feet, to a point on the north line of the south 5 acres of said Southeast Quarter of Section 22, which point is 32.91 feet east of the west line of said Southeast Quarter of Section 22 as measured along said north line of the south 5 acres; thence South 88 degrees 46 minutes 31 seconds West along said north line a distance of 15.00 feet; thence South 01 degrees 26 minutes 32 seconds East a distance of 82.53 feet, to said north line of the Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along a line 18.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27 a distance of 73.75 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 0.054 acres, more or less or 2,345 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission 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

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

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
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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)
Section: 22 & 27-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0335 Temporary
Easement 1
Index No.: 03-27-200-007
03-22-400-003

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**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission 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

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

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
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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 1)
Section: 22 & 27-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0335 Temporary
Easement 2
Index No.: 03-27-200-007
03-22-400-003

That part of the south 5 acres of the Southeast Quarter of Section 22 and the West Half of the Northeast Quarter of Section 27, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the northwest corner of said Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along the west line of said Northeast Quarter of Section 27 a distance of 73.64 feet, to the north line of property conveyed per Document Number 2014-00004286; thence North 89 degrees 08 minutes 15 seconds East along said north line a distance of 33.00 feet, to a line 33.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27 and the Point of Beginning; thence North 01 degrees 20 minutes 18 seconds West along said parallel line a distance of 73.85 feet, to the north line of said Northeast Quarter of Section 27; thence North 01 degrees 26 minutes 32 seconds West a distance of 82.53 feet, to a point on the north line of the south 5 acres of said Southeast Quarter of Section 22, which point is 32.91 feet east of the west line of said Southeast Quarter of Section 22 as measured along said north line of the south 5 acres; thence North 88 degrees 46 minutes 31 seconds East along said north line a distance of 25.00 feet; thence South 01 degrees 26 minutes 32 seconds East a distance of 82.53 feet, to said north line of the Northeast Quarter of Section 27; thence South 01 degrees 20 minutes 18 seconds East along a line 58.00 feet east of and parallel with said west line of the Northeast Quarter of Section 27 a distance of 74.01 feet, to said north line of property conveyed per Document Number 2014-00004286; thence South 89 degrees 08 minutes 15 seconds West along said north line a distance of 25.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.090 acres, more or less or 3,911 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., 2026.

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

Property Address:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 3)
Section: 2-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0203 Permanent Easement

Index No.: 03-02-351-003

That part of Lot 3 in Kendall Point Business Center Unit 1, being a subdivision in the Southwest Quarter of Section 2, Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded May 14, 1987, as Document Number 872874, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Lot 3; thence North 00 degrees 55 minutes 06 seconds West along the west line of said Lot 3 a distance of 24.02 feet, to the northerly line of property conveyed to the State of Illinois per limited liability company warranty deed Document Number 2002-00008975 and the Point of Beginning; thence continuing North 00 degrees 55 minutes 06 seconds West along said west line a distance of 24.37 feet, to a line 20.00 feet northerly of and parallel with said northerly line of property conveyed to the State of Illinois per limited liability company warranty deed Document Number 2002-00008975; thence North 54 degrees 14 minutes 29 seconds East along said parallel line a distance of 558.80 feet; thence North 09 degrees 14 minutes 29 seconds East a distance of 67.49 feet; thence North 58 degrees 16 minutes 43 seconds East a distance of 19.46 feet, to a point on the easterly line of said Lot 3 being a non-tangential curve to the left, which point is 46.60 feet northerly of the westerly line of said property conveyed to the State of Illinois per limited liability company warranty deed Document Number 2002-00008975, as measured along said easterly line of Lot 3; thence southerly along said non-tangential curve to the left, having a radius of 950.00 feet, an arc length of 20.00 feet, a chord bearing of South 31 degrees 23 minutes 03 seconds East, and a chord length of 20.00 feet; thence South 58 degrees 16 minutes 43 seconds West a distance of 10.22 feet; thence South 09 degrees 14 minutes 29 seconds West a distance of 66.66 feet, to said northerly line of property conveyed to the State of Illinois per limited liability company warranty deed Document Number 2002-00008975; thence South 54 degrees 14 minutes 29 seconds West along said northerly line a distance of 581.01 feet, to the Point of Beginning, 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 0.299 acres, more or less or 13,037 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission 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

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

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
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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 3)
Section: 2-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0203 Temporary Easement

Index No.: 03-02-351-003

That part of Lot 3 in Kendall Point Business Center Unit 1, being a subdivision in the Southwest Quarter of Section 2, Township 37 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded May 14, 1987, as Document Number 872874, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the southwest corner of said Lot 3; thence North 00 degrees 55 minutes 06 seconds West along the west line of said Lot 3 a distance of 48.39 feet, to a line 20.00 feet northerly of and parallel with the northerly line of property conveyed to the State of Illinois per limited liability company warranty deed Document Number 2002-00008975 and the Point of Beginning; thence North 54 degrees 14 minutes 29 seconds East along said parallel line a distance of 558.80 feet; thence North 09 degrees 14 minutes 29 seconds East a distance of 67.49 feet; thence North 58 degrees 16 minutes 43 seconds East a distance of 19.46 feet, to a point on the easterly line of said Lot 3 being a non-tangential curve to the left, which point is 46.60 feet northerly of the westerly line of said property conveyed to the State of Illinois per limited liability company warranty deed Document Number 2002-00008975, as measured along said easterly line of Lot 3; thence northerly along said easterly line of Lot 3, being a non-tangential curve to the right having a radius of 950.00 feet, an arc length of 72.90 feet, a chord bearing of North 28 degrees 34 minutes 57 seconds West, and a chord length of 72.89 feet; thence South 09 degrees 14 minutes 29 seconds West a distance of 111.26 feet, to a line 60.00 feet northerly of and parallel with the northerly line of property conveyed to the State of Illinois per limited liability company warranty deed Document Number 2002-00008975; thence South 54 degrees 14 minutes 29 seconds West along said parallel line a distance of 528.53 feet, to said west line of Lot 3; thence South 00 degrees 55 minutes 06 seconds East along said west line a distance of 48.74 feet, to the Point of Beginning, 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 0.576 acres, more or less or 25,102 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., 2026.

[OWNER NAME]

GRANTEE: DUPAGE WATER COMMISSION

By: Paul May, General Manager

ATTEST:

By: Danna Mundall, Clerk

This document prepared by
and returned to:

Property Address:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 3)
Section: 7-37-8
12-37-7
County: Will
Job No.: 23-R0494
Parcel: 0219 Permanent Easement

Index No.: 03-07-325-001

That part Lot 10 in Light Road Industrial Park Subdivision, being a subdivision of part of Section 7, Township 37 North, Range 8 East of the Third Principal Meridian and part of Section 12, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded June 4, 2008, as Document Number 2008-00013735, 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 southeast corner of said Lot 10; thence North 42 degrees 50 minutes 04 seconds East along the easterly line of said Lot 10 a distance of 22.45 feet, to the Point of Beginning; thence South 73 degrees 37 minutes 02 seconds West a distance of 45.44 feet, to a point on the southerly line of said Lot 10 which point is 28.57 feet westerly of said southeast corner of Lot 10; thence North 82 degrees 39 minutes 55 seconds West along said southerly line a distance of 49.72 feet; thence North 73 degrees 37 minutes 02 seconds East a distance of 124.54 feet, to said easterly line of Lot 10; thence South 42 degrees 50 minutes 04 seconds West along said easterly line a distance of 39.08 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 0.039 acres, more or less or 1,700 square feet more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission 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 Indemnites") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

9. Exceptions. The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

10. Damages. To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

11. Grantee's Execution. Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

12. Modification or Termination. This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of _____ County, Illinois.

13. Notices. All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

Email:

with a copy to:

Email:

If to GRANTEE:

Paul May
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126
Email: may@dpwc.org

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

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
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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 3)
Section: 7-37-8
12-37-7
County: Will
Job No.: 23-R0494
Parcel: 0219 Temporary Easement

Index No.: 03-07-325-001

That part Lot 10 in Light Road Industrial Park Subdivision, being a subdivision of part of Section 7, Township 37 North, Range 8 East of the Third Principal Meridian and part of Section 12, Township 37 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded June 4, 2008, as Document Number 2008-00013735, 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 southeast corner of said Lot 10; thence North 42 degrees 50 minutes 04 seconds East along the easterly line of said Lot 10 a distance of 22.45 feet; thence South 73 degrees 37 minutes 02 seconds West a distance of 45.44 feet, the southerly line of said Lot 10; thence South 82 degrees 39 minutes 55 seconds East along said southerly line a distance of 28.57 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 0.006 acres, more or less or 261 square feet more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2026 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission 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

with a copy to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive, Suite 305
West Chicago, IL 60185
Email: pal@lbgalaw.com

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

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
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 _____, 2026.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY 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 _____, 2026.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25-Section 2
Section: 30-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0414 Temporary Easement

Index No.: 03-30-100-002

That part of the Section 30, 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 southeast corner of lands described in Document Number 2002-00014584; thence South 88 degrees 08 minutes 30 seconds West along the south line of said lands described in Document Number 2002-00014584 a distance of 432.73 feet, to a non-tangential curve to the left; thence westerly along said non-tangential curve to the left being 130.00 feet northerly of and concentric with the southerly line of property conveyed to the County of Kendall per deed Document Number 2022-00012679, said non-tangential curve having a radius of 1,070.00 feet, an arc length of 410.55 feet, a chord bearing of North 80 degrees 53 minutes 26 seconds West, and a chord length of 408.04 feet, to a tangential line; thence South 88 degrees 07 minutes 03 seconds West along said tangential line being 130.00 feet north of and parallel with the south line of said property conveyed to the County of Kendall per deed Document Number 2022-00012679 a distance of 57.49 feet; thence North 01 degrees 52 minutes 57 seconds West a distance of 5.00 feet, to a line 135.00 feet north of and parallel with said south line of said property conveyed to the County of Kendall per deed Document Number 2022-00012679; thence South 88 degrees 07 minutes 03 seconds West along said parallel line a distance of 800.00 feet, to the Point of Beginning; thence South 01 degrees 52 minutes 57 seconds East a distance of 15.00 feet, to a line 120.00 feet north of and parallel with said south line of property conveyed to the County of Kendall per deed Document Number 2022-00012679; thence South 88 degrees 07 minutes 03 seconds West along said parallel line a distance of 814.02 feet, to the west line of the Northwest Quarter of said Section 30; thence North 00 degrees 36 minutes 29 seconds West along said west line a distance of 15.00 feet, to a line 135.00 feet north of and parallel with said south line of property conveyed to the County of Kendall per deed Document Number 2022-00012679; thence North 88 degrees 07 minutes 03 seconds East along said parallel line a distance of 813.69 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 0.280 acres, more or less or 12,208 square feet, more or less.