



AGENDA – Board of Commissioners

Thursday, April 17, 2025 6:30 P.M.

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
- III. Public Comments (limited to 3 minutes per person)
- IV. Oath of Office

Mr. Andrew Honig – District 2 - County Representative
Mr. Sean Greaney – District 3 – County Representative
Mr. Thomas Noonan – District 5 – County Representative

- 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 March 20, 2025 Regular Meeting of the DuPage Water Commission

- VI. Public Hearing Regarding Management Budget Ordinance for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026

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

RECOMMENDED MOTION: To open the Charter Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026 (Roll Call).

RECOMMENDED MOTION: To close the Charter Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026 (Roll Call).

- VII. Public Hearing Regarding Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026

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

RECOMMENDED MOTION: To open the Public Hearing regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026 (Roll Call).

RECOMMENDED MOTION: To close the Public Hearing regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026 (Roll Call).

VIII. Treasurer’s Report

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

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

IX. Committee Reports

A. Finance Committee

1. Report of 04/17/25 Finance Committee

2. Ordinance No. O-1-25: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026

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

3. Ordinance No. O-2-25: An Ordinance Establishing a Rate for Operation and Maintenance Costs for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026

(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. Ordinance No. O-3-25: An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026

(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. Ordinance O-4-25: Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026

(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-38-25: A Resolution Authorizing a Second Amendment to the Investment Advisory Agreement with PFM Asset Management LLC

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

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

B. Administration Committee

1. Report of 04/17/25 Administration Committee

2. Request for Board Action: - To authorize the Estimated Expenditures for professional training as included in the approved FY-24/25 Management Budget.

(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-25-25: A Resolution Authorizing the Execution of a Consulting Agreement with CDW-G., for IT Cyber Security in Accordance with Article VIII of the DuPage Water Commission By-Laws.

(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-37-25: A Resolution Approving an Intergovernmental Agreement between Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) and DuPage Water Commission (DWC) regarding Joint Studies and Technical Advisor for the Regional Source Water Project.

(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 in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

C. Engineering & Construction Committee

1. Report of 04/17/25 Engineering & Construction Committee

2. Resolution No. R-26-25: A Resolution Approving the Purchase and Installation of a Perimeter Security Solution with Schneider Electric, Inc., at a cost of \$180,145.

(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-27-25: A Resolution Approving and Ratifying Work Authorization Orders Under Quick Response Contract QR-12/21, WAO No. 032 – Benchmark Construction Co., Inc. Estimated Expense of \$22,599.26.

(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-28-25: A Resolution Approving and Authorizing the General Manager to Enter into an Agreement through Omnia Partners Public Sector Purchasing Cooperative Contract #R220702 with Esscoe LLC, a Convergent Technologies Company for fire alarm panels and equip. – Not-To-Exceed \$100,000.

(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)

5. Resolution No. R-29-25: A Resolution Authorizing the General Manager to Purchase Replacement Sensus Water Meter Registers from Core & Main Illinois – Not-To-Exceed \$150,000.

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

6. Resolution No. R-30-25: A Resolution Approving Task Order No. 11 for Quarterly Inspection and Testing of Reverse Current Switch Controllers with DeLasCasas CP, LLC – Annual Expense of \$2,880.

(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-31-25: A Resolution Approving Task Order No. 12 for 2025 Test Point Surveying with DeLasCasas CP, LLC – Not-To-Exceed \$68,915.79.

(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-32-25: A Resolution Approving a First Amendment to Task Order No. 10 under a Master Contract with DeLasCasas CP, LLC, Increase in Not-To-Exceed Cost from \$15,000 to \$17,800.

(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-33-25: A Resolution Approving an Owner’s Technical Representative Contract for the WaterLink Pipeline Project (Lockwood, Andrews and Newnam, Inc. (LAN) – No Cost This Action; Expenses as Needed.

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

10. Resolution No. R-34-25: A Resolution Approving a Construction Staking Contract for the WaterLink Pipeline Project Section TW-6/25-1 with Robinson Engineering Ltd. (REL) – Not-To-Exceed \$297,928.

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

11. Resolution No. R-35-25: A Resolution Authorizing the Pre-Purchase of Three (3) 54-Inch Diameter Valves for the WaterLink Project with Val-Matic Valve and Manufacturing Corp. – Estimated Expense of \$233,000.

(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)

12. Resolution No. R-36-25: A Resolution Approving EPA Air Emissions Monitoring for the DPPS Emergency Generation System with Altorfer/CAT – Estimated Expense of \$65,321.20.

(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)

RECOMMENDED MOTION: To adopt item numbers 2 through 12 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

X. Accounts Payable

A. March 2025

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$10,628,916.72 (March 2025) subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

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

2. Approval of Accounts Payable estimated invoices

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$1,837,075.00 (March 2025) subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

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

XI. Chairman’s Report

Committee Appointments

XII. Old Business

XIII. New Business

XIV. Executive Session

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

RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), to discuss the setting of a price for sale or lease of property owned by the DuPage Water Commission 5 ILCS 120/2(c)(6), to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11), and/or to discuss minutes of closed meetings pursuant to 5 ILCS 120/2(c)(21) (Roll Call).

RECOMMENDED MOTION: To come out of Executive Session (Voice Vote).

XV. Matters referred from Executive Session

A. Ordinance O-5-25: An Ordinance Approving Negotiation Authority for Property (Easement) Acquisitions for the WaterLink Pipeline Project, No Cost This Action.

(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)

XVI. 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

March 20, 2025

I. The meeting was called to order by Chairman Zay at 6:38 PM

II. Roll Call

Commissioners in attendance: D. Bouckaert, N. Cuzzone, D. Novotny, J. Pruyn, K. Romano, D. Russo, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Commissioners absent: J. Fennell, K. Rush

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

III. Public Comments

No public comment was offered.

IV. Plaque Presentation

Chairman Zay presented Commissioner Diane Bouckaert with a plaque, honoring her for her years of service to the residents of DuPage County wished her well in her future endeavors.

A plaque honoring Commissioner Kathleen Rush will also be presented to her at a later date as her service to the residents of DuPage County has come to an end.

V. Oath of Office

Chairman Zay administered the Oath of Office to Commissioner Frank Saverino, Municipal Representative from District 6.

VI. Approval of Minutes

Commissioner Cuzzone moved to approve the Minutes of the February 20, 2025 Regular Meeting of the DuPage Water Commission and the February 20, 2025 Committee of the Whole. Seconded by Commissioner Pruyn. Approved by a voice vote. All Aye, motion carried.

VII. Treasurer's Report

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

February 2025:

Treasurer Fates noted \$148.2 million of cash and investments on page 4, a increase of \$0.2M from

the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 11 totaling \$143.7 million and the market yield on the total portfolio showed 3.88% which is up slightly from the prior month. On page 12, the statement of cash flows showed a decrease in cash and investments by about \$81.9 and operating activities decreased by approximately \$0.4 million. Also noted on page 13, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

Commissioner Russo moved to accept the February 2025 Treasurer's Report, seconded by Commissioner Romano, unanimously approved by a voice vote. All aye, motion carried.

VIII. Committee Reports

A. Finance Committee

Item 1: Although there were no items to bring forward. Commissioner Suess gave a brief report of the Finance Committee.

B. Administration Committee

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

Item 2: Resolution No. R-23-25: A Resolution Reviewing/Releasing certain Executive Session Minutes

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

Ayes: D. Bouckaert, N. Cuzzone, D. Novotny, J. Pruyn, K. Romano, D. Russo, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, K. Rush

C. Engineering & Construction Committee

Item 1: Commissioner Saverino gave a brief report of the Engineering and Construction Committee.

Item 2: Resolution No. R-20-25: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 to Benchmark Construction Co. Inc., for modifications to stormwater detention, at a cost of \$18,096.48

- Item 3: Resolution No. R-21-25: A Resolution Authorizing the General Manager to purchase Pipeline Cathodic Protection Rectifiers from Mesa Products, at a not to exceed cost of \$ 35,731.00
- Item 4: Resolution No. R-22-25: A Resolution Approving the Purchase and Installation of Additional Access Controls from Schneider Electric Co., in the amount of \$66,216.00.
- Item 5: Resolution No. R-24-25: A Resolution ratifying professional engineering services with Haeger Engineering for preparation of documents to support the sale of 32.5 acre parcel on 75th Street in Woodridge, at a cost of \$9,875.00.

Commissioner Saverino moved to adopt items numbers 2 through 5 under the Engineering & Construction Committee Report section of the agenda in a single group pursuant to the Omnibus Vote Procedures seconded by Commissioner Bouckaert, unanimously approved by a Roll Call Vote.

Ayes: D. Bouckaert, N. Cuzzone, D. Novotny, J. Pruy, K. Romano, D. Russo, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, K. Rush

IX. Accounts Payable

A. February 2025

- Item 1: To approve the Accounts Payable in the amount of \$ \$9,197,565.92, (February 2025), subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).
- Item 2: To approve the Accounts Payable in the amount of \$ \$4,042,475.00 (February 2025), subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

Chairman Zay asked for a motion to combine and approve the accounts payable disbursements, with the estimated accounts payable for January 2025, Commissioner Suess moved, seconded by Commissioner Saverino and unanimously approved by a roll call vote.

Ayes: D. Bouckaert, N. Cuzzone, D. Novotny, J. Pruy, K. Romano, D. Russo, F. Saverino, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: J. Fennell, K. Rush

X. Chairman's Report

Chairman Zay reminded the Commissioners to file their Statements of Economic Interest before the deadline to avoid a fee. A response has been received from the City of Chicago and it is being reviewed.

General Manager May briefed the Board on the Contractor Outreach event held last week, which was well attended and indicated good interest among contractors and vendors.

XI. Old Business

No Old Business was offered.

XII. New Business

No New Business was offered.

XIII. Executive Session

No Executive Session was held.

XIV. Adjournment

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

Meeting adjourned at 6:54 PM.



MEMORANDUM

To: Chairman and Commissioners
From: Bill Fates, Treasurer
Date: 4/9/2025
Subject: TREASURER'S REPORT – March 31, 2025

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of March. 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 \$149.7 million on March 31st, an increase of \$1.5 million compared to the previous month. Waterlink escrow balances increased by \$29.9 million.
2. The balance in the BMO Harris checking account was \$0.4 million at month-end due to the transfer of \$5.2 million to the money market account. The BMO Harris money market account was \$13.9 million at month-end. The \$5.2 million will be transferred to the new checking account in April.
3. During the month of March, the IIIT money market accounts decreased by \$0.3 million from the prior month. Corporate Notes and U.S. Treasury investments increased by \$0.7 million and \$1.2 million, respectively. Municipal bonds and collateralized mortgage securities decreased by \$0.7 million and \$0.5 million, respectively.
4. The current holdings of cash and investments are in compliance with the approved investment policy.
5. For the eleven months ended March 31, 2025, the Commission's cash and investments decreased a total of \$79.1 million. The Waterlink Escrow Account increased by \$28.7 million.
 - The Operating & Maintenance Account decreased by \$12.3 million for an ending balance of \$14.3 million.
 - The General Account decreased by approximately \$24.9 million for an ending balance of \$5.3 million.
 - The Operating Reserve Account decreased by approximately \$24.3 million for a balance of \$52.6 million.
 - The Long-Term Capital Reserve Account increased by approximately \$724,000 for a balance of \$28.0 million.

- The Capital Reserve Fund decreased by approximately \$18.4 million for a balance of \$49.5 million.

ACCOUNT	Balance 4/30/2024	Balance 03/31/2025	Increase (Decrease)
Operations & Maintenance	\$ 26,594,968	\$ 14,291,149	\$ (12,303,819)
General Account	30,205,428	5,276,548	(24,928,880)
Operating Reserve	76,810,001	52,622,176	(24,187,825)
Long-Term Capital Reserve	27,281,709	28,005,324	723,615
Capital Reserve	67,977,016	49,539,503	(18,437,513)
Total Cash & Investments	\$ 228,869,122	\$ 149,734,700	\$ (79,134,422)
Waterlink Escrow	8,625,503	29,944,774	21,319,271

Schedule of Investments (Pages 5-11)

1. The average yield to maturity on the Commission’s investments was 3.88%, unchanged from the prior month average yield to maturity of 3.88%.
2. The portfolio ended the month of March 2025 with \$0.6 million of unrealized losses, compared to \$5.3 million in unrealized losses on April 30, 2024.
3. The amortized cost of our investments was \$149.3 million on March 31st. The maturity distribution excluding money market accounts was as follows: 0-1 year 6%, >1<3 years 60%, >3<5 years 21%, and >5 years 13%.

Statement of Cash Flows (Page 12)

1. The statement of cash flows shows a breakdown of the \$79.1 million decrease in cash and investments for the fiscal year. Waterlink escrow funds increased \$28.7 million.
2. Operating activities increased cash by approximately \$1.7 million as of the end of March 2025. Water sales receivables, which were at \$14.9 million on February 28, 2025, only slightly declined to \$14.8 million at the end of March.
3. The decrease in Loans Receivable increased cash by approximately \$447,000.
4. Capital Assets purchased were \$85.0 million. The Commission purchased 127 acres in Northbrook, IL, for \$80.4 million.
5. Cash flow from investment activity generated approximately \$3.7 million of income.

Reserve Analysis (Page 13)

1. The Operating Reserve account was \$52.6 million, which is approximately 122 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was \$12.1 million which is a balance currently sufficient to cover an estimated 28 days of normal operation and maintenance costs.
2. The reserve analysis report shows the Commission has met all recommended reserve balances on March 31st.

Respectfully submitted,



Bill Fates, CPA
Treasurer

DuPAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 3/31/2025

FUNDS CONSIST OF:

	3/31/2025	2/28/2025	Increase/(Decrease)
PETTY CASH	\$ 1,300.00	\$ 1,300.00	\$ -
OPERATING & MAINTENANCE	389,318.74	4,463,734.61	(4,074,415.87)
TOTAL CASH	\$ 390,618.74	\$ 4,465,034.61	\$ (4,074,415.87)
BMO HARRIS MONEY MARKET FUNDS	\$ 13,900,530.14	\$ 8,673,447.34	\$ 5,227,082.80
IIIT MONEY MARKET FUNDS	1,347,609.79	1,687,396.03	(339,786.24)
U. S. TREASURY INVESTMENTS	59,759,289.17	58,559,661.76	1,199,627.41
U. S. AGENCY INVESTMENTS	6,925,721.61	6,913,806.68	11,914.93
MUNICIPAL BONDS	955,504.38	1,645,551.38	(690,047.00)
COMMERCIAL PAPER	4,917,840.00	4,899,110.82	18,729.18
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	31,751,661.87	32,286,851.89	(535,190.02)
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	29,785,924.42	29,061,566.30	724,358.12
TOTAL INVESTMENTS	\$ 149,344,081.38	\$ 143,727,392.20	\$ 5,616,689.18
DWC TOTAL CASH AND INVESTMENTS	\$ 149,734,700.12	\$ 148,192,426.81	\$ 1,542,273.31
WATERLINK ESCROW	\$ 37,343,660.34	\$ 7,398,885.81	\$ 29,944,774.53

	3/31/2025	2/28/2025	% CHANGE
IIIT MONEY MARKET FUNDS	1.0%	1.3%	-20.1%
BMO HARRIS MONEY MARKET FUNDS	9.3%	6.0%	60.3%
U. S. TREASURY INVESTMENTS	40.0%	40.7%	2.0%
U. S. AGENCY INVESTMENTS	4.6%	4.8%	0.2%
MUNICIPAL BONDS	0.6%	1.1%	-41.9%
COMMERCIAL PAPER	3.3%	3.4%	0.4%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	21.3%	22.5%	-1.7%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	19.9%	20.2%	2.5%
TOTAL INVESTMENTS	100.0%	100.0%	3.9%

Note 1 - Investments are carried at amortized cost.

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/25
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	3.413%	03/31/25	04/01/25	1	3.413%	\$ 13,900,530.14	\$ 13,900,530.14	0.00	\$ 13,900,530.14	-
Water Fund General Account (01-121700)										
IIIT - Money Market	4.338%	03/31/25	04/01/25	1	4.338%	358,708.08	358,708.08	0.00	358,708.08	-
Credit Agricole CIB NY	0.000%	01/16/25	06/20/25	155	4.330%	1,000,000.00	981,356.94	9,020.84	990,377.78	-
Credit Indust ET NY	0.000%	01/15/25	07/14/25	180	4.350%	1,000,000.00	978,250.00	9,183.33	987,433.33	-
Cooperative Rabobank	0.000%	01/16/25	08/18/25	214	4.320%	1,000,000.00	974,320.00	9,000.00	983,320.00	-
Natixis NY	0.000%	01/16/25	09/12/25	239	4.340%	1,000,000.00	971,187.22	9,041.67	980,228.89	-
MUFG Bank LTD	0.000%	01/16/25	10/10/25	267	4.410%	1,000,000.00	967,292.50	9,187.50	976,480.00	-
	Weighted Avg Maturity			197						
					4.349%	\$ 5,358,708.08	\$ 5,231,114.74	\$ 45,433.34	\$ 5,276,548.08	\$ -
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	4.338%	03/31/25	04/01/25	1	4.338%	652,309.03	652,309.03	0.00	652,309.03	-
US Treasury Notes	0.625%	11/02/21	07/31/26	487	1.120%	115,000.00	112,354.10	1,903.03	114,257.13	119.13
US Treasury Notes	0.750%	01/05/22	08/31/26	518	1.350%	750,000.00	729,902.34	13,982.01	743,884.35	489.13
US Treasury Notes	0.875%	12/02/21	09/30/26	548	1.210%	600,000.00	590,648.44	6,443.49	597,091.93	14.34
US Treasury Notes	4.125%	03/13/25	10/31/26	579	4.050%	400,000.00	400,484.38	(14.66)	400,469.72	6,928.18
US Treasury Notes	1.250%	02/14/22	11/30/26	609	1.920%	925,000.00	896,563.48	18,556.86	915,120.34	3,875.34
US Treasury Notes	1.250%	02/14/22	12/30/26	639	1.930%	800,000.00	774,937.50	16,070.39	791,007.89	2,513.81
US Treasury Notes	2.250%	10/10/24	02/15/27	686	3.950%	75,000.00	72,161.13	550.35	72,711.48	209.77
US Treasury Notes	4.500%	03/13/25	05/15/27	775	3.960%	530,000.00	535,879.69	(135.38)	535,744.31	9,026.10
US Treasury Notes	2.375%	07/06/22	05/15/27	775	2.910%	650,000.00	634,333.99	8,830.89	643,164.88	5,842.37
US Treasury Notes	2.625%	06/03/22	05/31/27	791	2.920%	750,000.00	739,716.80	5,826.96	745,543.76	6,598.56
US Treasury Notes	2.625%	10/11/24	05/31/27	791	3.910%	775,000.00	750,236.33	4,250.46	754,486.79	6,818.51
US Treasury Notes	3.250%	08/05/22	06/30/27	821	2.780%	850,000.00	868,062.50	(9,788.06)	858,274.44	6,944.41
US Treasury Notes	2.750%	08/05/22	07/31/27	852	2.770%	50,000.00	49,943.36	30.17	49,973.53	227.90
US Treasury Notes	0.500%	10/29/24	08/31/27	883	4.080%	390,000.00	352,980.47	5,264.00	358,244.47	169.57
US Treasury Notes	3.375%	10/03/24	09/15/27	898	3.520%	800,000.00	796,656.25	539.43	797,195.68	1,247.28
US Treasury Notes	3.875%	01/06/23	12/31/27	1,005	3.940%	280,000.00	279,125.00	392.31	279,517.31	2,727.49
US Treasury Notes	3.500%	02/02/23	01/31/28	1,036	3.640%	650,000.00	645,962.89	1,746.32	647,709.21	3,770.72
US Treasury Notes	2.750%	09/03/24	02/15/28	1,051	3.750%	2,625,000.00	2,540,712.89	13,278.50	2,553,991.39	8,973.58
US Treasury Notes	1.125%	08/02/24	02/29/28	1,065	3.990%	665,000.00	602,084.76	11,045.47	613,130.23	650.54
US Treasury Notes	3.500%	05/02/23	04/30/28	1,126	3.600%	1,500,000.00	1,493,320.31	2,562.07	1,495,882.38	22,044.20
US Treasury Notes	3.625%	06/05/23	05/31/28	1,157	3.700%	750,000.00	747,539.06	899.55	748,438.61	9,112.29
US Treasury Notes	4.375%	11/05/24	08/31/28	1,249	4.190%	1,100,000.00	1,107,003.91	(689.54)	1,106,314.37	4,184.78
US Treasury Notes	1.500%	01/04/24	11/30/28	1,340	3.970%	1,350,000.00	1,202,501.96	37,286.06	1,239,788.02	6,787.09
US Treasury Notes	1.375%	02/05/24	12/31/28	1,371	4.020%	1,100,000.00	971,652.34	30,169.94	1,001,822.28	3,802.14
US Treasury Notes	1.375%	03/05/24	01/31/29	1,402	4.280%	125,000.00	111,137.70	3,030.68	114,168.38	362.57
US Treasury Notes	4.000%	12/05/24	10/31/29	1,675	4.150%	1,200,000.00	1,192,078.13	474.77	1,192,552.90	20,154.70
US Treasury Notes	3.875%	02/07/25	11/30/29	1,705	4.340%	1,000,000.00	980,156.25	545.88	980,702.13	12,987.64
US Treasury Notes	3.875%	01/07/25	12/31/29	1,736	4.360%	1,000,000.00	978,437.50	911.61	979,349.11	9,741.02
US Treasury Notes	3.500%	03/04/25	01/31/30	1,767	4.070%	1,000,000.00	974,726.56	363.73	975,090.29	5,801.10
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	92	1.110%	100,000.00	100,707.00	(670.11)	100,036.89	314.50
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	92	1.260%	410,000.00	410,000.00	0.00	410,000.00	1,289.45
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	714	2.890%	185,000.00	185,000.00	0.00	185,000.00	237.46
FN AL2092	3.000%	03/06/18	07/01/27	822	2.980%	38,939.01	38,987.69	(36.63)	38,951.06	97.35
FN AP4718	2.500%	07/20/18	08/01/27	853	2.750%	44,621.07	43,735.61	651.50	44,387.11	92.96
Fannie Mae Pool	3.500%	04/05/18	02/01/28	1,037	3.230%	65,261.76	66,750.54	(1,052.18)	65,698.36	190.35
Fannie Mae Pool	3.500%	04/05/18	03/01/28	1,066	3.230%	12,310.62	12,591.48	(196.82)	12,394.64	35.91
FR ZT1267	2.500%	08/21/19	05/01/28	1,127	3.200%	48,592.20	49,267.94	(432.63)	48,835.31	101.23
FN CA1940	4.000%	07/11/18	06/01/28	1,158	3.640%	53,850.03	55,448.70	(1,079.32)	54,369.38	179.50
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,188	2.720%	75,878.07	77,810.58	(1,335.35)	76,475.23	189.70
FG J32374	2.500%	02/17/22	11/01/28	1,311	2.220%	126,553.96	128,768.66	(1,025.26)	127,743.40	263.65
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,431	3.630%	35,826.59	36,929.38	(664.37)	36,265.01	119.42
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,737	3.000%	37,757.33	39,975.58	(1,482.65)	38,492.93	110.13
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,949	2.630%	75,681.80	79,004.70	(2,084.18)	76,920.52	189.20
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	2,041	2.960%	76,907.28	81,894.24	(3,079.57)	78,814.67	224.31
FR Z57331	3.000%	02/13/20	12/01/30	2,071	2.600%	140,048.63	145,344.22	(2,498.02)	142,846.20	350.12
FN FM1082	3.000%	08/19/19	09/01/31	2,345	2.720%	88,178.46	90,727.37	(1,182.54)	89,544.83	220.45

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/25
FG G16720	3.500%	01/25/19	11/01/31	2,406 3.340%	75,696.20	76,914.43	(587.69)	76,326.74	220.78
FG G16635	3.000%	04/18/19	02/01/32	2,498 2.930%	132,991.50	134,046.09	(488.88)	133,557.21	332.48
FN FS2986	4.000%	10/21/22	10/01/32	2,741 4.370%	255,190.65	247,614.68	1,849.85	249,464.53	850.64
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,833 3.300%	83,772.06	85,709.29	(923.97)	84,785.32	244.34
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,864 3.730%	31,699.84	32,655.80	(442.96)	32,212.84	105.67
FN CA1455	4.000%	12/20/18	03/01/33	2,892 3.760%	111,206.50	114,099.61	(1,273.56)	112,826.05	370.69
FN BM5830	3.500%	06/05/19	04/01/34	3,288 3.180%	136,168.94	141,275.28	(1,989.25)	139,286.03	397.16
FN FM0047	3.000%	06/17/21	12/01/34	3,532 2.450%	160,744.42	170,916.52	(2,850.19)	168,066.33	401.86
FN FM2694	3.000%	06/05/19	03/01/35	3,622 2.570%	169,389.60	178,494.29	(3,045.01)	175,449.28	423.47
FR SB0759	4.500%	10/18/22	03/01/35	3,622 4.630%	189,498.28	187,129.56	467.18	187,596.74	710.62
FR SB0364	3.500%	06/21/21	06/01/35	3,714 2.830%	149,398.13	160,976.48	(3,115.12)	157,861.36	435.74
FR SB0666	4.000%	05/13/22	06/01/35	3,714 3.750%	293,368.93	301,069.87	(1,687.74)	299,382.13	977.90
FN FM3701	2.500%	07/27/20	07/01/35	3,744 2.040%	153,234.48	162,213.06	(2,798.74)	159,414.32	319.24
FR SB0361	3.000%	03/20/23	07/01/35	3,744 3.530%	265,309.11	251,421.83	2,283.82	253,705.65	663.27
FN FM5714	4.000%	03/19/21	11/01/35	3,867 3.230%	117,921.03	128,460.22	(2,886.30)	125,573.92	393.07
FHMS K061 A2	3.347%	05/24/23	11/01/26	580 4.310%	498,965.43	483,606.65	8,123.95	491,730.60	1,391.70
FHMS K063 A2	3.430%	05/24/23	01/01/27	641 4.340%	735,000.00	712,749.02	11,234.98	723,984.00	2,100.88
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	731 4.440%	765,000.00	733,055.27	14,870.82	747,926.09	2,067.41
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	1,158 3.400%	312,487.97	312,484.20	1.72	312,485.92	885.38
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,188 4.580%	692,523.80	680,783.35	3,926.57	684,709.92	2,413.20
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,311 4.780%	365,000.00	368,408.37	(804.79)	367,603.58	1,520.83
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,311 4.460%	630,019.23	630,019.97	0.42	630,018.39	2,338.95
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,341 4.380%	561,036.61	561,027.06	3.64	561,030.70	2,046.38
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,396 4.560%	317,691.78	317,681.96	3.49	317,685.45	1,206.70
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,492 4.800%	500,000.00	499,998.50	1.50	500,000.00	2,001.25
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,553 3.900%	378,333.89	378,319.50	5.33	378,324.83	1,230.22
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,553 4.330%	450,000.00	454,209.30	(483.67)	453,725.63	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,553 4.520%	515,000.00	468,368.36	5,910.06	474,278.42	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,615 4.340%	300,000.00	305,996.10	(501.50)	305,494.60	1,197.75
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,980 5.010%	526,532.82	526,517.56	2.62	526,520.18	2,196.96
FHR 4096 PA	1.375%	02/21/20	08/01/27	853 1.490%	82,821.68	82,148.75	459.21	82,607.96	94.90
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	884 1.690%	23,251.11	22,929.59	219.19	23,148.78	29.06
FHS 287 150	1.500%	12/21/17	10/01/27	914 1.840%	40,712.84	39,491.46	904.96	40,396.42	50.89
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	1,006 1.440%	45,335.14	44,692.30	415.16	45,107.46	47.22
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,127 1.860%	106,419.44	105,521.53	563.30	106,084.83	155.20
FNR 2013-19 GE	2.500%	10/25/19	03/01/33	2,892 2.400%	111,604.68	112,825.35	(493.58)	112,331.77	232.51
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,110 1.180%	188,994.59	189,924.80	(367.27)	189,557.53	472.49
FHR 5050 XL	1.000%	07/19/24	07/01/36	4,110 1.820%	149,608.32	146,055.11	773.03	146,828.14	124.67
FHR 4877 CA	3.000%	05/03/19	04/01/34	3,288 2.960%	318,610.31	290,482.99	1,309.28	291,792.27	265.51
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,175 3.740%	3,179.44	3,293.07	(31.88)	3,261.19	10.60
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,205 1.690%	375,688.48	341,524.31	1,218.74	342,743.05	313.07
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,875 1.550%	408,664.05	375,587.80	1,047.63	376,635.43	340.55
FNR 2013-75 PC	2.500%	04/15/20	04/01/43	6,575 2.200%	151,211.58	159,386.45	(1,757.32)	157,629.13	315.02
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,367 2.400%	79,712.85	81,232.38	(306.57)	80,925.81	166.07
FNR 2016-19 AH	3.000%	07/08/20	04/01/46	7,671 2.580%	71,175.92	76,856.09	(1,039.10)	75,816.99	177.94
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,762 1.160%	178,595.29	182,111.38	(628.10)	181,483.28	186.04
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,885 1.830%	113,539.30	117,690.59	(754.43)	116,936.16	189.23
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,767 3.840%	661,527.96	625,686.59	1,024.91	626,711.50	1,929.46
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	507 3.410%	770,000.00	702,617.30	44,509.25	747,126.55	964.64
Federal Home Loan Bank Notes	1.100%	08/03/22	08/20/26	507 3.000%	770,000.00	714,521.50	36,477.97	750,999.47	964.64
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	681 3.370%	740,000.00	662,492.40	45,321.02	707,813.42	870.12
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	695 3.240%	780,000.00	707,608.20	42,021.04	749,629.24	817.70
Citibank NA	4.929%	08/06/24	08/06/26	493 4.760%	375,000.00	376,173.75	(388.18)	375,785.57	2,823.91
Citigroup Inc	3.200%	05/20/24	10/21/26	569 5.360%	390,000.00	371,127.90	6,463.85	377,591.75	5,546.67
American Express Co	1.650%	06/20/24	11/04/26	583 5.270%	220,000.00	202,474.80	5,530.96	208,005.76	1,482.25
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	595 5.430%	255,000.00	243,619.35	3,832.22	247,451.57	3,346.88
Bristol-Myers Squibb	3.250%	07/05/24	02/27/27	698 4.990%	400,000.00	382,928.00	4,549.05	387,477.05	1,227.78
Johnson & Johnson	4.500%	02/20/25	03/01/27	700 4.500%	535,000.00	535,000.00	0.00	535,000.00	2,741.88

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/25
American Honda Finance	4.900%	03/14/24	03/12/27	711	4.890%	100,000.00	100,041.00	(13.65)	100,027.35	258.61
American Honda Finance	4.900%	03/13/24	03/12/27	711	4.920%	115,000.00	114,936.75	21.26	114,958.01	297.40
Hormel Foods	4.800%	08/09/24	03/30/27	729	4.400%	250,000.00	251,990.00	(478.90)	251,511.10	33.33
BP Cap Markets America	3.588%	05/17/24	04/14/27	744	4.950%	250,000.00	240,860.00	2,605.63	243,465.63	4,161.08
JP Morgan Chase	1.158%	05/20/24	04/22/27	752	4.150%	400,000.00	371,984.00	7,935.93	379,919.93	2,787.80
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	781	5.410%	100,000.00	100,000.00	0.00	100,000.00	1,955.06
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	802	5.090%	330,000.00	330,000.00	0.00	330,000.00	5,129.39
John Deere Capital	4.900%	06/11/24	06/11/27	802	4.950%	375,000.00	374,535.00	119.10	374,654.10	5,614.58
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	802	5.040%	395,000.00	395,477.95	(121.37)	395,356.58	6,139.73
Analog Devices In	3.450%	09/27/24	06/15/27	806	3.960%	260,000.00	256,586.20	615.56	257,201.76	2,641.17
American Honda Finance	4.900%	07/10/24	07/09/27	830	4.950%	345,000.00	344,554.95	102.25	344,657.20	3,850.58
Aust & NZ Banking Group NY	4.900%	07/16/24	07/16/27	837	4.900%	590,000.00	590,000.00	0.00	590,000.00	6,022.92
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	847	4.600%	250,000.00	249,992.50	2.06	249,994.56	2,076.39
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	847	4.590%	250,000.00	250,090.00	(19.58)	250,070.42	2,076.39
BMW US Capital	4.600%	08/13/24	08/13/27	865	4.600%	185,000.00	184,985.20	3.31	184,988.51	1,134.67
Accenture Capital	3.900%	10/04/24	10/04/27	917	3.950%	70,000.00	69,909.70	14.12	69,923.82	1,342.25
Toyota Motor Credit Corp	4.350%	10/10/24	10/08/27	921	4.360%	175,000.00	174,931.75	10.40	174,942.15	3,615.94
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	921	4.340%	205,000.00	205,079.95	(11.67)	205,068.28	4,235.81
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	928	4.450%	345,000.00	345,000.00	0.00	345,000.00	6,946.58
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	928	4.450%	425,000.00	424,953.25	7.38	424,960.63	8,557.39
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	959	4.940%	375,000.00	374,587.50	48.84	374,636.34	6,941.67
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	1,015	4.860%	250,000.00	250,000.00	0.00	250,000.00	2,736.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	1,043	4.770%	100,000.00	99,956.00	2.11	99,958.11	712.50
National Rural Util Corp	4.750%	02/07/25	02/07/28	1,043	4.650%	130,000.00	130,344.50	(16.70)	130,327.80	926.25
Eli Lilly & Co	4.550%	02/12/25	02/12/28	1,048	4.570%	225,000.00	224,856.00	6.60	224,862.60	1,393.44
Hershey Co	4.550%	02/24/25	02/24/28	1,060	4.570%	105,000.00	104,927.55	2.56	104,930.11	491.02
Cisco Systems Inc	4.550%	02/24/25	02/24/28	1,060	4.590%	185,000.00	184,800.20	6.69	184,806.89	865.13
Cisco Systems Inc	4.550%	02/24/25	02/24/28	1,060	4.560%	500,000.00	499,835.00	6.61	499,841.61	2,338.19
Chevron USA	4.475%	02/26/25	02/26/28	1,062	4.480%	455,000.00	455,000.00	0.00	455,000.00	1,979.57
State Street Corp	4.530%	02/28/25	02/28/28	1,064	4.540%	660,000.00	660,000.00	0.00	660,000.00	2,606.93
Mars Inc	4.600%	03/12/25	03/01/28	1,066	4.600%	95,000.00	94,999.05	0.18	94,999.23	230.64
Mars Inc	4.600%	03/12/25	03/01/28	1,066	4.530%	150,000.00	150,295.50	(4.94)	150,290.56	364.17
Johnson & Johnson	4.550%	03/04/25	03/01/28	1,066	4.270%	260,000.00	261,983.80	(48.20)	261,935.60	1,347.31
Paccar Financial	4.550%	03/03/25	03/03/28	1,068	4.570%	385,000.00	384,765.15	6.70	384,771.85	1,362.47
Commonwealth Bk	4.423%	03/14/25	03/14/28	1,079	4.420%	300,000.00	300,000.00	0.00	300,000.00	626.59
BMW US Capital	5.050%	03/21/25	03/21/30	1,816	5.060%	190,000.00	189,950.60	0.66	189,951.26	266.53
Wells Fargo Bank	5.450%	07/10/24	08/07/26	494	5.110%	365,000.00	367,390.75	(842.87)	366,547.88	2,983.88
Weighted Avg Maturity			1.394		3.801%	\$ 53,436,550.02	\$ 52,238,376.44	\$ 383,800.15	\$ 52,622,176.59	\$ 321,490.73
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	4.338%	03/31/25	04/01/25	1	4.338%	233,670.31	233,670.31	0.00	233,670.31	-
US Treasury Notes	4.500%	03/13/25	05/15/27	775	3.960%	275,000.00	278,050.78	(70.24)	277,980.54	4,683.36
US Treasury Notes	0.625%	01/05/21	12/31/27	1,005	0.660%	200,000.00	199,476.56	317.27	199,793.83	314.23
US Treasury Notes	2.875%	04/05/21	05/15/28	1,141	1.420%	385,000.00	422,717.97	(21,148.23)	401,569.74	4,189.00
US Treasury Notes	1.250%	06/04/21	05/31/28	1,157	1.230%	275,000.00	275,365.23	(199.66)	275,165.57	1,152.13
US Treasury Notes	1.250%	10/03/24	05/31/28	1,157	3.550%	300,000.00	276,562.50	2,990.99	279,553.49	1,256.87
US Treasury Notes	1.000%	08/02/21	07/31/28	1,218	0.990%	400,000.00	400,203.13	(106.30)	400,096.83	662.98
US Treasury Notes	1.125%	09/02/21	08/31/28	1,249	1.070%	400,000.00	401,359.38	(695.13)	400,664.25	391.30
US Treasury Notes	3.125%	05/01/19	11/15/28	1,325	2.470%	150,000.00	158,320.31	(5,159.31)	153,161.00	1,774.00
US Treasury Notes	1.138%	01/05/22	12/31/28	1,371	1.580%	250,000.00	246,601.56	1,574.04	248,175.60	864.12
US Treasury Notes	2.625%	06/03/19	02/15/29	1,417	2.120%	100,000.00	104,406.25	(2,645.24)	101,761.01	326.31
US Treasury Notes	2.625%	04/01/19	02/15/29	1,417	2.490%	150,000.00	151,769.53	(1,074.67)	150,694.86	489.47
US Treasury Notes	2.750%	06/03/22	05/31/29	1,522	2.950%	250,000.00	246,933.59	1,240.25	248,173.84	2,304.26
US Treasury Notes	3.250%	07/06/22	06/30/29	1,552	2.870%	500,000.00	511,992.19	(4,700.98)	507,291.21	4,084.94
US Treasury Notes	4.000%	08/23/24	10/31/29	1,675	3.750%	550,000.00	556,359.38	(680.45)	555,678.93	9,237.57
US Treasury Notes	4.000%	03/05/24	10/31/29	1,675	4.290%	600,000.00	591,398.44	1,632.05	593,030.49	10,077.35
US Treasury Notes	1.750%	02/03/20	11/15/29	1,690	1.560%	250,000.00	254,355.47	(2,295.43)	252,060.04	1,655.73
US Treasury Notes	3.500%	02/02/23	01/31/30	1,767	3.590%	350,000.00	348,044.92	603.74	348,648.66	2,030.39
US Treasury Notes	1.500%	03/04/22	02/15/30	1,782	1.820%	500,000.00	488,164.06	4,579.55	492,743.61	932.32

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/25
US Treasury Notes	3.625%	11/03/23	03/31/30	1,826 4.720%	250,000.00	235,029.30	3,294.83	238,324.13	24.76
US Treasury Notes	3.625%	08/02/24	03/31/30	1,826 3.940%	625,000.00	615,063.48	1,054.16	616,117.64	61.90
US Treasury Notes	0.625%	06/29/20	05/15/30	1,871 0.650%	250,000.00	249,414.06	282.08	249,696.14	591.33
US Treasury Notes	3.750%	07/26/23	06/30/30	1,917 4.050%	250,000.00	245,517.58	1,089.17	246,606.75	2,356.70
US Treasury Notes	0.625%	11/03/21	08/15/30	1,963 1.500%	250,000.00	232,148.44	6,926.81	239,075.25	194.23
US Treasury Notes	4.125%	02/06/24	08/31/30	1,979 3.870%	150,000.00	152,238.28	(392.03)	151,846.25	538.04
US Treasury Notes	4.125%	10/29/24	08/31/30	1,979 4.130%	150,000.00	149,929.69	4.72	149,934.41	538.04
US Treasury Notes	4.125%	11/05/24	08/31/30	1,979 4.220%	625,000.00	621,777.34	200.05	621,977.39	2,241.85
US Treasury Notes	4.625%	09/03/24	09/30/30	2,009 3.750%	675,000.00	706,851.56	(2,718.86)	704,132.70	85.30
US Treasury Notes	0.875%	12/11/20	11/15/30	2,055 0.880%	200,000.00	199,867.19	57.52	199,924.71	662.29
US Treasury Notes	3.750%	01/04/24	12/31/30	2,101 3.960%	600,000.00	592,242.19	1,228.12	593,470.31	5,656.08
US Treasury Notes	4.625%	12/05/24	05/31/31	2,252 4.180%	350,000.00	358,708.98	(379.89)	358,329.09	5,425.48
US Treasury Notes	1.250%	11/03/21	08/15/31	2,328 1.540%	250,000.00	243,369.14	2,309.94	245,679.08	388.47
US Treasury Notes	3.750%	12/30/24	08/31/31	2,344 4.510%	490,000.00	468,715.63	696.80	469,412.43	1,597.83
US Treasury Notes	1.375%	02/22/22	11/15/31	2,420 1.940%	450,000.00	427,517.58	7,175.64	434,693.22	2,341.68
US Treasury Notes	2.875%	06/03/22	05/15/32	2,602 2.910%	250,000.00	249,287.11	202.65	249,489.76	2,720.13
US Treasury Notes	2.750%	01/04/24	08/15/32	2,694 3.990%	1,000,000.00	910,625.00	12,869.32	923,494.32	3,418.51
US Treasury Notes	4.125%	12/29/22	11/15/32	2,786 3.850%	200,000.00	204,539.06	(1,036.35)	203,502.71	3,122.24
US Treasury Notes	4.500%	03/04/25	11/15/33	3,151 4.220%	240,000.00	244,762.50	(33.43)	244,729.07	4,087.29
US Treasury Notes	4.250%	02/06/25	11/15/34	3,516 4.550%	270,000.00	263,714.06	76.76	263,790.82	4,342.75
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	92 1.260%	115,000.00	115,000.00	0.00	115,000.00	361.68
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	714 2.890%	55,000.00	55,000.00	0.00	55,000.00	70.60
FR ZT1267	2.500%	08/21/19	05/01/28	1,127 2.320%	12,656.58	12,832.59	(112.69)	12,719.90	26.37
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,188 2.720%	17,510.31	17,956.27	(308.16)	17,648.11	43.78
FG I32374	2.500%	02/17/22	11/01/28	1,311 2.220%	38,803.97	39,483.04	(314.36)	39,168.68	80.84
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,431 3.630%	7,599.58	7,833.50	(140.92)	7,692.58	25.33
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,737 3.000%	9,328.31	9,876.35	(366.30)	9,510.05	27.21
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,949 2.630%	11,352.30	11,850.74	(312.63)	11,538.11	28.38
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	2,041 2.960%	12,693.50	13,516.59	(508.28)	13,008.31	37.02
FR Z57331	3.000%	02/13/20	12/01/30	2,071 2.600%	35,757.11	37,109.17	(637.79)	36,471.38	89.39
FN FM1082	3.000%	08/19/19	09/01/31	2,345 2.720%	22,476.91	23,126.63	(301.43)	22,825.20	56.19
FG G16635	3.000%	04/18/19	02/01/32	2,498 2.930%	28,498.19	28,724.16	(104.75)	28,619.41	71.25
FN FS2986	4.000%	10/21/22	10/01/32	2,741 4.370%	84,128.78	81,631.20	609.84	82,241.04	280.43
FN BM5462	3.000%	06/21/19	11/01/32	2,772 2.800%	34,588.21	35,371.85	(336.82)	35,035.03	86.47
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,864 3.730%	9,753.70	10,047.80	(136.27)	9,911.53	32.51
FN CA1455	4.000%	12/20/18	03/01/33	2,892 3.760%	24,925.56	25,574.01	(285.45)	25,288.56	83.09
FN BM5830	3.500%	06/05/19	04/01/34	3,288 3.180%	34,042.25	35,318.83	(497.31)	34,821.52	99.29
FN FM0047	3.000%	06/17/21	12/01/34	3,532 2.450%	49,207.43	52,321.34	(872.51)	51,448.83	123.02
FR SB0759	4.500%	10/18/22	03/01/35	3,622 4.630%	67,677.96	66,831.98	166.85	66,998.83	253.79
FR SB0364	3.500%	06/21/21	06/01/35	3,714 2.830%	44,665.45	48,127.03	(931.33)	47,195.70	130.27
FR SB0666	4.000%	05/17/22	06/01/35	3,714 3.750%	91,331.84	93,729.29	(525.42)	93,203.87	304.44
FN FM3701	2.500%	07/27/20	07/01/35	3,744 2.040%	41,592.23	44,029.28	(759.66)	43,269.62	86.65
FR SB0361	3.000%	03/20/23	07/01/35	3,744 3.530%	86,266.15	81,750.66	742.59	82,493.25	215.67
FN FM5714	4.000%	03/19/21	11/01/35	3,867 3.230%	32,307.09	35,194.53	(790.76)	34,403.77	107.69
FN FM8086	3.500%	10/15/21	07/01/31	9,588 3.090%	135,050.79	145,707.14	(1,229.80)	144,477.34	393.90
FHMS K737 A1	2.116%	01/22/20	06/01/26	427 2.030%	16,462.14	16,544.35	(66.37)	16,477.98	29.03
FHMS K058 A2	2.653%	04/12/23	08/01/26	488 4.020%	240,000.00	229,893.75	5,907.12	235,800.87	530.60
FHMS K061 A2	3.347%	05/24/23	11/01/26	580 4.310%	164,707.03	159,637.14	2,681.69	162,318.83	459.40
FHMS K063 A2	3.430%	05/24/23	01/01/27	641 4.340%	245,000.00	237,583.01	3,744.99	241,328.00	700.29
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	731 4.440%	265,000.00	253,934.18	5,151.33	259,085.51	716.16
FHMS K070 A2	3.303%	07/05/24	11/01/27	945 4.930%	275,000.00	261,325.20	2,777.03	264,102.23	756.94
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	1,158 3.400%	104,161.62	104,161.34	0.58	104,161.92	295.13
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,188 4.580%	243,577.34	239,447.94	1,381.07	240,829.01	848.78
FHMS K508 A2	4.740%	10/19/23	08/01/28	1,219 5.260%	250,000.00	244,516.00	1,490.89	246,006.89	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	1,219 4.990%	255,000.00	251,227.79	1,077.75	252,305.54	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	1,250 5.600%	190,000.00	183,942.23	1,511.39	185,453.62	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	1,250 5.070%	250,000.00	247,011.75	789.44	247,801.19	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	1,280 5.140%	90,000.00	89,739.81	65.27	89,805.08	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	1,304 4.930%	140,000.00	139,597.78	98.81	139,696.59	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,311 4.780%	123,941.43	115,704.66	3,276.59	118,981.25	309.85
FHMS K750 A1	3.000%	11/03/22	11/01/28	1,311 4.260%	130,000.00	131,213.94	(286.64)	130,927.30	541.67
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,311 4.460%	208,527.51	208,527.09	0.14	208,527.23	774.16
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,341 4.380%	184,282.11	184,278.97	1.19	184,280.16	672.17
FHMS K514 A2	4.572%	06/06/24	12/01/28	1,341 4.960%	265,000.00	260,859.38	675.55	261,534.93	1,009.65
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,396 4.560%	101,293.03	101,289.85	1.13	101,290.98	384.74
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,372 4.910%	111,111.55	107,829.44	970.67	108,800.11	396.67
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,492 4.800%	260,000.00	259,999.22	0.78	260,000.00	1,040.65

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/25
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,553	3.900%	123,178.48	123,173.79	1.74	123,175.53	400.54
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,553	4.330%	240,000.00	242,244.96	(257.96)	241,987.00	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,553	4.550%	270,000.00	245,552.34	3,098.48	248,650.82	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,615	4.340%	160,000.00	163,197.92	(267.46)	162,930.46	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,918	3.340%	244,954.49	211,139.29	4,880.08	216,019.37	182.08
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,980	5.010%	183,141.85	183,136.53	0.92	183,137.45	764.16
FHR 4096 PA	1.375%	02/21/20	08/01/27	853	1.490%	21,478.28	21,303.77	119.09	21,422.86	24.61
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	1,006	1.440%	11,694.21	11,528.39	107.10	11,635.49	12.18
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,127	1.860%	27,179.82	26,950.49	143.87	27,094.36	39.64
Fannie Mae	2.500%	10/25/19	03/01/33	2,892	2.400%	28,434.35	28,745.36	(125.76)	28,619.60	59.24
Freddie Mac	3.000%	05/03/19	04/01/34	3,288	2.960%	34,891.32	35,063.05	(67.81)	34,995.24	87.23
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,110	1.180%	45,713.66	44,627.94	236.21	44,864.15	38.09
FHR 5050 XL	1.000%	07/19/24	07/01/36	4,110	1.820%	193,936.70	176,815.73	796.95	177,612.68	161.61
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,175	3.740%	699.51	724.51	(7.01)	717.50	2.33
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,205	1.690%	196,789.20	178,893.68	638.39	179,532.07	163.99
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,875	1.550%	215,602.13	198,151.83	552.71	198,704.54	179.67
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,367	2.400%	20,424.62	20,813.96	(78.55)	20,735.41	42.55
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,885	1.830%	28,623.30	29,669.84	(190.19)	29,479.65	47.71
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,767	3.840%	230,637.10	218,141.25	357.33	218,498.58	672.69
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	681	3.370%	245,000.00	219,338.70	15,004.93	234,343.63	288.08
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	695	3.240%	255,000.00	231,333.45	13,737.65	245,071.10	267.33
Fannie Mae Notes	0.750%	10/07/20	10/08/27	921	0.770%	210,000.00	209,699.70	192.17	209,891.87	756.88
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,953	0.930%	100,000.00	99,485.00	239.68	99,724.68	136.11
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,629	3.120%	230,000.00	237,378.40	(1,989.21)	235,389.19	2,459.72
National Rural Coop	1.000%	04/01/24	06/15/26	441	4.970%	100,000.00	91,799.00	3,718.34	95,517.34	294.44
Bristol Myers Squibb Co	3.200%	08/23/24	06/15/26	441	4.390%	100,000.00	97,941.00	671.10	98,612.10	942.22
Bristol Myers Squibb Co	3.200%	08/14/23	06/15/26	441	4.850%	130,000.00	124,373.60	3,234.77	127,608.37	1,224.89
Citigroup Inc	3.200%	11/03/23	10/21/26	569	6.070%	135,000.00	124,615.80	4,939.30	129,555.10	1,920.00
American Express Co	1.650%	06/20/24	11/04/26	583	5.270%	120,000.00	110,440.80	3,016.89	113,457.69	808.50
National Rural Coop	5.600%	11/13/23	11/13/26	592	5.400%	100,000.00	100,560.00	(247.18)	100,312.82	2,146.67
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	595	5.430%	135,000.00	128,974.95	2,028.82	131,003.77	1,771.88
Johnson & Johnson	4.500%	02/20/25	03/01/27	700	4.500%	280,000.00	280,000.00	0.00	280,000.00	1,435.00
Deere & Co Capital	4.850%	03/07/24	03/05/27	704	4.840%	200,000.00	200,056.00	(18.89)	200,037.11	700.56
Hormel Foods	4.800%	08/09/24	03/30/27	729	4.400%	130,000.00	131,034.80	(249.03)	130,785.77	17.33
BMW US Capital	4.900%	04/02/24	04/02/27	732	4.940%	95,000.00	94,886.95	35.88	94,922.83	2,314.57
Adobe Inc	4.850%	04/04/24	04/04/27	734	4.870%	80,000.00	79,960.00	12.61	79,972.61	1,907.67
BP Cap Markets America	3.588%	05/17/24	04/14/27	744	4.950%	135,000.00	130,064.40	1,407.04	131,471.44	2,246.99
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	781	5.410%	50,000.00	50,000.00	0.00	50,000.00	977.53
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	802	5.040%	400,000.00	400,484.00	(122.90)	400,361.10	6,217.44
Analog Devices In	3.450%	09/27/24	06/15/27	806	3.960%	135,000.00	133,227.45	319.62	133,547.07	1,371.38
American Honda Finance	4.900%	07/10/24	07/09/27	830	4.950%	185,000.00	184,761.35	54.83	184,816.18	2,064.81
Aust & NZ Banking Group NY	4.900%	07/16/24	07/16/27	837	4.900%	310,000.00	310,000.00	0.00	310,000.00	3,164.58
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	847	4.600%	130,000.00	129,996.10	1.07	129,997.17	1,079.72
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	847	4.590%	130,000.00	130,046.80	(10.18)	130,036.62	1,079.72
Accenture Capital	3.900%	10/04/24	10/04/27	917	3.950%	35,000.00	34,954.85	7.06	34,961.91	671.13
Toyota Motor Credit Corp	4.350%	10/10/24	10/08/27	921	4.360%	95,000.00	94,962.95	5.64	94,968.59	1,962.94
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	921	4.340%	100,000.00	100,039.00	(5.69)	100,033.31	2,066.25
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	928	4.450%	400,000.00	399,956.00	6.94	399,962.94	8,054.01
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	959	4.940%	200,000.00	199,780.00	26.05	199,806.05	3,702.22
National Rural Util Corp	4.750%	02/07/25	02/07/28	1,043	4.650%	55,000.00	54,975.80	1.16	54,976.96	391.88
Eli Lilly & Co	4.550%	02/12/25	02/12/28	1,048	4.570%	120,000.00	119,923.20	3.52	119,926.72	743.17
Hershey Co	4.550%	02/24/25	02/24/28	1,060	4.570%	55,000.00	54,962.05	1.34	54,963.39	257.20
Cisco Systems Inc	4.550%	02/24/25	02/24/28	1,060	4.590%	100,000.00	99,892.00	3.62	99,895.62	467.64
Cisco Systems Inc	4.550%	02/24/25	02/24/28	1,060	4.560%	260,000.00	259,914.28	3.44	259,917.64	1,215.86
Chevron USA	4.475%	02/26/25	02/26/28	1,062	4.480%	235,000.00	235,000.00	0.00	235,000.00	1,022.41
State Street Corp	4.530%	02/28/25	02/28/26	334	4.540%	340,000.00	340,000.00	0.00	340,000.00	1,342.96
Mars Inc	4.600%	03/12/25	03/01/28	1,066	4.600%	50,000.00	49,999.50	0.09	49,999.59	121.39
Mars Inc	4.600%	03/12/25	03/01/28	1,066	4.530%	80,000.00	80,157.60	(2.64)	80,154.96	194.22
Johnson & Johnson	4.550%	03/04/25	03/01/28	1,066	4.270%	135,000.00	136,030.05	(25.03)	136,005.02	699.56
Paccar Financial	4.550%	03/03/25	03/03/28	1,068	4.570%	200,000.00	199,878.00	3.48	199,881.48	707.78
Commonwealth Bk	4.423%	03/14/25	03/14/28	1,079	4.420%	250,000.00	250,000.00	0.00	250,000.00	522.16
BMW US Capital	5.050%	03/21/25	03/21/30	1,816	5.060%	95,000.00	94,975.30	0.33	94,975.63	133.26
Citibank NA	5.488%	12/04/23	12/04/26	613	5.490%	250,000.00	250,000.00	0.00	250,000.00	4,459.00
Weighted Avg Maturity			1.705		3.687%	\$ 28,311,328.29	\$ 27,919,011.91	\$ 86,312.05	\$ 28,005,323.96	\$ 175,412.19

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/25
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	4.338%	03/31/25	04/01/25	1	4.338%	102,922.37	102,922.37	0.00	102,922.37	-
US Treasury Notes	4.250%	02/05/24	01/31/26	306	4.390%	1,150,000.00	1,146,945.31	1,741.47	1,148,686.78	8,100.83
US Treasury Notes	2.375%	10/11/24	04/30/26	395	4.050%	240,000.00	233,990.63	1,795.36	235,785.99	2,393.37
US Treasury Notes	0.750%	05/05/23	04/30/26	395	3.830%	1,750,000.00	1,599,062.50	96,428.45	1,695,490.95	5,511.05
US Treasury Notes	3.625%	06/02/23	05/15/26	410	3.990%	175,000.00	173,229.49	1,098.77	174,328.26	2,400.81
US Treasury Notes	3.625%	09/27/24	05/15/26	410	3.670%	350,000.00	349,753.91	75.84	349,829.75	4,801.62
US Treasury Notes	3.625%	10/10/24	05/15/26	410	4.030%	350,000.00	347,839.84	630.43	348,470.27	4,801.62
US Treasury Notes	1.500%	08/02/24	08/15/26	502	4.250%	200,000.00	189,382.81	3,347.17	192,729.98	372.93
US Treasury Notes	4.375%	02/06/24	08/15/26	502	4.040%	465,000.00	468,741.80	(1,706.36)	467,035.44	2,528.92
US Treasury Notes	1.500%	09/30/24	08/15/26	502	3.580%	1,800,000.00	1,732,710.94	17,494.08	1,750,205.02	3,356.35
US Treasury Notes	3.500%	10/03/24	09/30/26	548	3.620%	2,200,000.00	2,194,757.81	1,269.44	2,196,027.25	210.38
US Treasury Notes	4.125%	03/13/25	10/31/26	579	4.050%	390,000.00	390,472.27	(14.30)	390,457.97	6,754.97
US Treasury Notes	1.125%	10/29/24	10/31/26	579	4.110%	1,200,000.00	1,131,609.38	14,063.92	1,145,673.30	5,668.51
US Treasury Notes	1.250%	09/03/24	11/30/26	609	3.840%	2,500,000.00	2,362,109.38	34,324.92	2,396,434.30	10,473.90
US Treasury Notes	4.000%	09/03/24	11/30/26	609	3.840%	245,000.00	243,832.42	69.06	243,901.48	2,057.46
US Treasury Notes	4.000%	12/05/24	01/15/27	655	4.220%	4,000,000.00	3,982,187.50	2,618.84	3,984,806.34	33,591.16
US Treasury Notes	4.125%	12/04/24	02/15/27	686	4.190%	335,000.00	334,541.99	65.13	334,607.12	1,717.80
US Treasury Notes	2.250%	11/05/24	02/15/27	686	4.180%	1,875,000.00	1,796,923.83	13,235.94	1,810,159.77	5,244.30
US Treasury Notes	4.250%	01/07/25	03/15/27	714	4.220%	2,075,000.00	2,076,053.71	(106.22)	2,075,947.49	4,073.88
US Treasury Notes	4.500%	03/13/25	05/15/27	775	3.960%	500,000.00	505,546.88	(127.72)	505,419.16	8,515.19
US Treasury Notes	4.500%	02/07/25	05/15/27	775	4.260%	1,600,000.00	1,608,250.00	(506.67)	1,607,743.33	27,248.62
US Treasury Notes	3.500%	03/04/25	01/31/28	1,036	4.020%	1,125,000.00	1,109,047.85	404.38	1,109,452.23	6,526.24
Conncticut St Txb1	5.050%	06/22/23	05/15/26	410	4.550%	90,000.00	91,206.90	(739.41)	90,467.49	1,717.00
FN AL2092	3.000%	03/06/18	07/01/27	822	2.980%	29,674.14	29,711.24	(27.92)	29,683.32	74.19
Fannie Mae Pool	3.500%	04/05/18	02/01/28	1,037	3.230%	54,384.88	55,625.53	(876.82)	54,748.71	158.62
Fannie Mae Pool	3.500%	04/05/18	03/01/28	1,066	3.230%	28,724.82	29,380.11	(459.25)	28,920.86	83.78
Fannie Mae Pool	3.500%	04/05/18	04/01/28	1,097	3.240%	35,847.53	36,631.69	(545.01)	36,086.68	104.56
FR ZT1267	2.500%	08/21/19	05/01/28	1,127	2.320%	33,223.47	33,685.49	(295.80)	33,389.69	69.22
FN CA1940	4.000%	07/11/18	06/01/28	1,158	3.640%	38,977.21	40,134.34	(781.22)	39,353.12	129.92
FG J32374	2.500%	02/17/22	11/01/28	1,311	2.220%	115,089.11	117,103.17	(932.38)	116,170.79	239.77
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,431	3.630%	21,170.27	21,821.92	(392.58)	21,429.34	70.57
FN FS2986	4.000%	10/21/22	10/01/32	2,741	4.370%	235,560.62	228,567.41	1,707.55	230,274.96	785.20
FR SB0364	3.500%	06/21/21	06/01/35	3,714	2.830%	133,996.31	144,381.02	(2,793.98)	141,587.04	390.82
FHMS K058 A2	2.653%	04/12/23	08/01/26	488	4.020%	675,000.00	646,576.17	16,613.76	663,189.93	1,492.31
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	519	5.050%	339,477.41	316,748.34	9,989.94	326,738.28	551.82
FHMS K061 A2	3.347%	05/24/23	11/01/26	580	4.310%	455,366.51	441,349.75	7,414.10	448,763.85	1,270.09
FHMS K063 A2	3.430%	05/24/23	01/01/27	641	4.340%	675,000.00	654,565.43	10,317.83	664,883.26	1,929.38
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	761	4.920%	306,055.86	291,004.13	3,388.05	294,392.18	780.70
FHMS K066 A2	3.117%	08/15/24	06/01/27	792	4.170%	500,000.00	485,722.66	2,970.54	488,693.20	1,298.75
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	822	4.320%	505,000.00	487,325.00	1,850.67	489,175.67	1,225.63
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	914	3.910%	492,055.94	464,147.14	8,515.31	472,662.45	946.39
FHMS K070 A2	3.303%	07/05/24	11/01/27	945	4.890%	500,000.00	475,136.72	5,049.16	480,185.88	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	945	4.360%	500,000.00	486,914.06	(397.45)	486,516.61	1,369.17
FHMS K505 A1	4.612%	07/20/23	02/25/28	1,061	4.610%	626,532.39	626,519.22	4.86	626,524.08	2,407.97
FHMS K506 A1	4.650%	09/14/23	05/01/28	1,127	5.010%	640,086.60	630,514.12	2,897.38	633,411.50	2,480.34
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	1,158	5.000%	473,762.60	469,876.27	910.22	470,786.49	1,885.97
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,188	4.580%	616,107.39	605,662.44	3,493.30	609,155.74	2,146.91
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,645	3.410%	702,673.37	619,889.66	0.00	619,889.66	606.64
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,645	3.710%	756,680.55	684,648.10	11,570.28	696,218.38	1,124.30

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 03/31/25
FHR 4096 PA	1.375%	02/21/20	08/01/27	853	1.490%	55,811.09	55,357.63	309.45	55,667.08	63.95
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	884	1.690%	15,920.32	15,700.18	150.08	15,850.26	19.90
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,127	1.860%	72,967.31	72,351.65	386.23	72,737.88	106.41
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,110	1.180%	135,755.68	132,531.49	701.45	133,232.94	113.13
FHR 5050 XL	1.000%	07/16/24	07/01/36	4,110	1.820%	304,757.68	277,853.30	1,252.34	279,105.64	253.96
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,175	3.740%	2,162.05	2,239.32	(21.68)	2,217.64	7.21
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,205	1.690%	357,798.55	325,261.24	1,160.71	326,421.95	298.17
FHR 5277 CA	2.500%	04/08/24	12/01/39	5,358	3.140%	334,480.60	307,748.28	1,668.11	309,416.39	696.83
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,875	1.550%	388,083.84	356,673.31	994.87	357,668.18	323.40
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,367	2.400%	53,614.70	54,636.73	(206.20)	54,430.53	111.70
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	507	3.410%	705,000.00	643,305.45	40,751.98	684,057.43	883.21
Federal Home Loan Bank Notes	1.145%	08/14/23	12/30/26	639	4.060%	975,000.00	895,118.25	38,561.34	933,679.59	60.94
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	681	3.370%	675,000.00	604,300.50	41,340.12	645,640.62	793.69
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	695	3.240%	710,000.00	644,104.90	38,249.92	682,354.82	744.32
National Rural Coop	1.000%	04/01/24	06/15/26	441	4.970%	255,000.00	234,087.45	9,481.76	243,569.21	750.83
Bristol Myers Squibb Co	3.200%	08/23/24	06/15/26	441	4.390%	265,000.00	259,543.65	1,778.42	261,322.07	2,496.89
Walt Disney Notes	1.850%	06/17/24	07/30/26	486	5.090%	200,000.00	187,132.00	4,634.63	191,766.63	626.94
Citibank NA	4.929%	08/06/24	08/06/26	493	4.760%	360,000.00	361,126.80	(372.65)	360,754.15	2,710.95
Citigroup Inc	3.200%	05/20/24	10/21/26	569	5.360%	370,000.00	352,095.70	6,132.37	358,228.07	5,262.22
American Express Co	1.650%	06/20/24	11/04/26	583	5.270%	200,000.00	184,068.00	5,028.15	189,096.15	1,347.50
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	595	5.430%	240,000.00	229,288.80	3,606.79	232,895.59	3,150.00
Johnson & Johnson	4.500%	02/20/25	03/01/27	700	4.500%	510,000.00	510,000.00	0.00	510,000.00	2,613.75
Cooperat Rabobank UA/NY	5.041%	03/05/24	03/05/27	704	5.040%	500,000.00	500,000.00	0.00	500,000.00	1,820.36
American Honda Finance	4.900%	03/14/24	03/12/27	711	4.890%	85,000.00	84,953.25	15.71	84,968.96	219.82
American Honda Finance	4.900%	03/13/24	03/12/27	711	4.920%	90,000.00	90,036.90	(12.28)	90,024.62	232.75
Hormel Foods	4.800%	08/09/24	03/30/27	729	4.400%	230,000.00	231,830.80	(440.59)	231,390.21	30.67
BMW US Capital	4.900%	04/02/24	04/02/27	732	4.940%	200,000.00	199,762.00	75.54	199,837.54	4,872.78
BP Cap Markets America	3.588%	05/17/24	04/14/27	744	4.950%	250,000.00	240,860.00	2,605.63	243,465.63	4,161.08
JP Morgan Chase	1.158%	05/20/24	04/22/27	752	4.150%	380,000.00	353,384.80	7,539.13	360,923.93	2,648.41
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	781	5.410%	90,000.00	90,000.00	0.00	90,000.00	1,759.55
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	802	5.090%	315,000.00	315,000.00	0.00	315,000.00	4,896.24
John Deere Capital	4.900%	06/11/24	06/11/27	802	4.950%	350,000.00	349,566.00	111.16	349,677.16	5,240.28
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	802	5.040%	385,000.00	385,465.85	(118.29)	385,347.56	5,984.29
Analog Devices In	3.450%	09/27/24	06/15/27	806	3.960%	245,000.00	241,783.15	580.04	242,363.19	2,488.79
American Honda Finance	4.900%	07/10/24	07/09/27	830	4.950%	325,000.00	324,580.75	96.32	324,677.07	3,627.36
Aust & NZ Banking Group NY	4.900%	07/16/24	07/16/27	837	4.900%	280,000.00	280,000.00	0.00	280,000.00	2,858.33
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	847	4.590%	235,000.00	235,084.60	(18.41)	235,066.19	1,951.81
Accenture Capital	3.900%	10/04/24	10/04/27	917	3.950%	70,000.00	69,909.70	14.12	69,923.82	1,342.25
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	921	4.340%	80,000.00	80,031.20	(4.55)	80,026.65	1,653.00
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	928	4.450%	330,000.00	330,000.00	0.00	330,000.00	6,644.56
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	928	4.450%	405,000.00	404,955.45	7.03	404,962.48	8,154.69
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	959	4.940%	360,000.00	359,604.00	46.88	359,650.88	6,664.00
National Rural Util Corp	4.750%	02/07/25	02/07/28	1,043	4.650%	95,000.00	94,958.20	2.00	94,960.20	676.88
Eli Lilly & Co	4.550%	02/12/25	02/12/28	1,048	4.570%	220,000.00	219,859.20	6.46	219,865.66	1,362.47
Hershey Co	4.550%	02/24/25	02/24/28	1,060	4.570%	100,000.00	99,931.00	2.44	99,933.44	467.64
Cisco Systems Inc	4.550%	02/24/25	02/24/28	1,060	4.590%	180,000.00	179,805.60	6.51	179,812.11	841.75
Cisco Systems Inc	4.550%	02/24/25	02/24/28	1,060	4.560%	475,000.00	474,843.25	6.28	474,849.53	2,221.28
Chevron USA	4.475%	02/26/25	02/26/28	1,062	4.480%	430,000.00	430,000.00	0.00	430,000.00	1,870.80
State Street Corp	4.530%	02/28/25	02/28/26	334	4.540%	615,000.00	615,000.00	0.00	615,000.00	2,429.18
Mars Inc	4.600%	03/12/25	03/01/28	1,066	4.600%	90,000.00	89,999.10	0.17	89,999.27	218.50
Mars Inc	4.600%	03/12/25	03/01/28	1,066	4.530%	150,000.00	150,295.50	(4.94)	150,290.56	364.17
Johnson & Johnson	4.550%	03/04/25	03/01/28	1,066	4.270%	250,000.00	251,907.50	(46.35)	251,861.15	1,295.49
Paccar Financial	4.550%	03/03/25	03/03/28	1,068	4.570%	370,000.00	369,774.30	6.43	369,780.73	1,309.39
Commonwealth Bk	4.423%	03/14/25	03/14/28	1,079	4.420%	285,000.00	285,000.00	0.00	285,000.00	595.26
BMW US Capital	5.050%	03/21/25	03/21/30	1,816	5.060%	295,000.00	294,852.50	1.97	294,854.47	389.24
Wells Fargo Bank	5.450%	07/10/24	08/07/26	494	5.110%	345,000.00	347,259.75	(796.68)	346,463.07	2,820.38
Weighted Avg Maturity			889		4.139%	\$ 50,499,721.17	\$ 49,069,579.63	\$ 469,922.98	\$ 49,539,502.61	\$ 280,615.53
TOTAL ALL FUNDS					3.875%	\$ 151,506,837.70	\$ 148,358,612.86	\$ 985,468.52	\$ 149,344,081.38	\$ 777,518.45
Less: Net Unsettled Trades										
90 DAY US TREASURY YIELD					4.32%				\$ 149,344,081.38	
3 month US Treasury Bill Index					4.33%					
0-3 Year US Treasury Index					3.96%					
1-3 Year US Treasury Index					3.94%					
1-5 Year US Treasury Index					3.93%					
1-10 Year US Treasury Index					3.97%					

March 31, 2025

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

	Operating	Waterlink
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	\$ 137,380,266	\$ -
Cash payments to suppliers	(131,670,384)	-
Cash payments to employees	(4,036,315)	-
Net cash from operating activities	1,673,567	-
 CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Cash received from sales taxes	24,737	-
Cash received/paid from long term loans	447,202	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	471,939	-
 CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Interest paid	0	-
Principal paid	0	-
Escrow activity	(99,033)	28,718,157
Construction and purchase of capital assets	(84,954,909)	-
Net cash from capital and related financing activities	(85,053,942)	28,718,157
 CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	3,774,014	-
Net cash from investing activities	3,774,014	-
Net Increase (Decrease) in cash and investments	(79,134,422)	28,718,157
CASH AND INVESTMENTS, MAY 1, 2024	228,869,122	8,625,503
CASH AND INVESTMENTS, MARCH 31, 2025	\$ 149,734,700	\$ 37,343,660

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

	3/31/2025		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
TABLE 1			
RESERVE ANALYSIS			
A .Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 51,678,239 120	\$ 52,622,177 122	\$ 943,938
B. Capital Reserve	\$ 35,600,000	\$ 48,588,083	\$ 12,988,083
C. Long Term Water Capital Reserve	\$ 26,725,000	\$ 28,005,324	\$ 1,280,324
D. O+M Account (1)	\$ 12,386,373	\$ 12,137,798	\$ (248,575)
E. Current Construction Obligation	\$ 951,419	\$ 951,419	\$ -
F. Customer Construction Escrows (2)	\$ 39,497,011	\$ 39,497,011	\$ -
G. Waterlink - DWC Improvements	\$ 32,000,000	\$ -	\$ (32,000,000)
H. Alternative Water Source	\$ 15,150,000	\$ -	\$ (15,150,000)
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 213,988,043	\$ 181,801,812	\$ (32,186,230)

TABLE 2	
OTHER CASH	
G. General Fund	\$ 5,276,548
TOTAL TABLE 2-OTHER CASH	\$ 5,276,548
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2	\$ 187,078,360

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

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

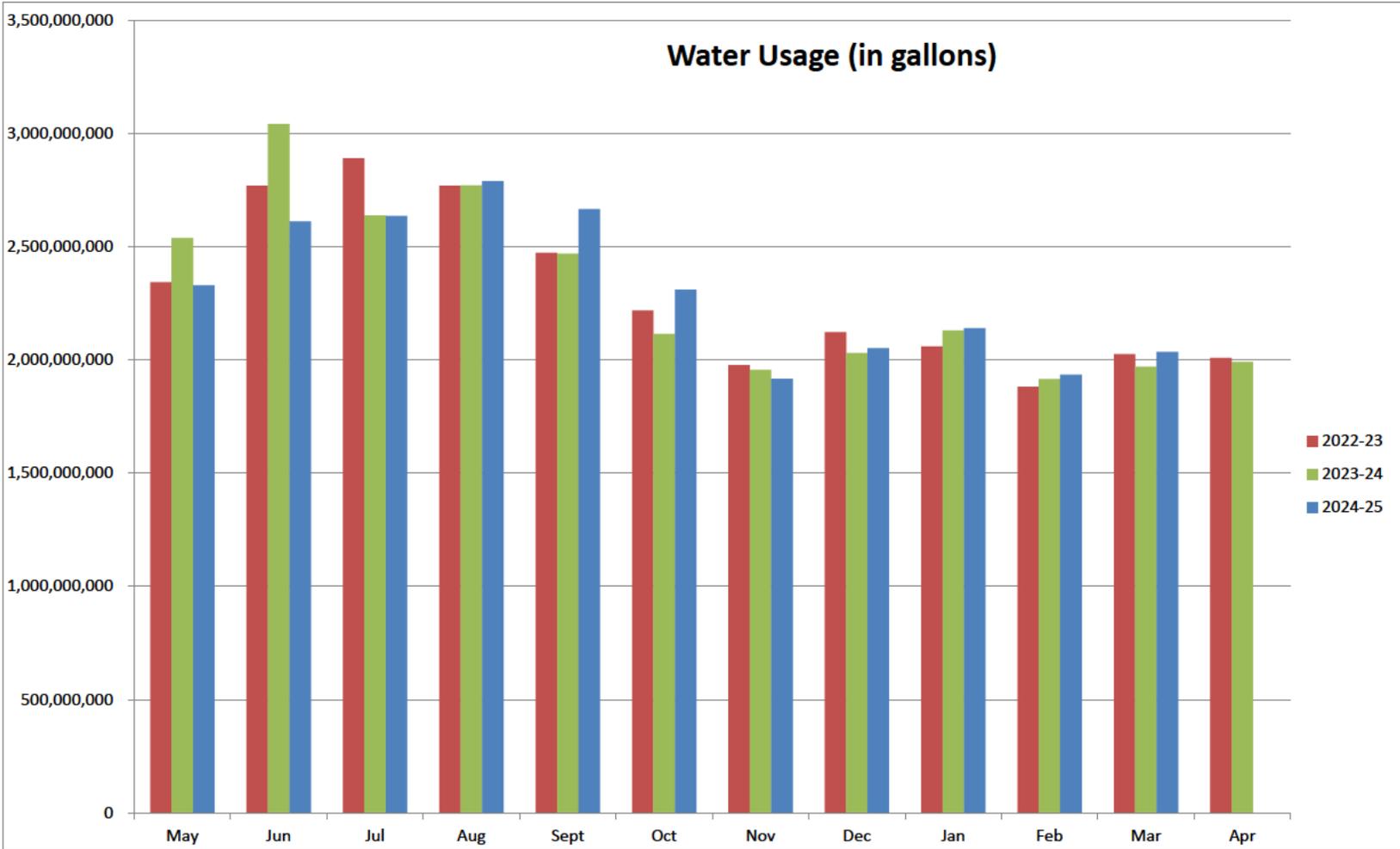


MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 4/8/2025
Subject: Financial Report – March 31, 2025

- Water sales to Commission customers for March 2025 were 63.9 million gallons (3.3%) above March 2024 and increased by 109.4 million gallons compared to February 2025. Year-to-date water sales are down by 86.2 million gallons or 0.6% compared to the prior fiscal year.
- Water sales to Commission customers for March were 118.9 million gallons (6.3%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 1,487.5 million gallons (6.4%) above the budgeted anticipated/forecasted sales.
- For the month of March, water billings to customers for O&M costs were \$11.1 million and water purchases from the City of Chicago were \$9.6 million. Water billing receivables at the March month end (\$14.8 million) were down compared to the prior month (\$14.9 million) primarily due to collection of receivables.
- For the eleven months ended March 31, 2025, \$142.7 million of the \$143.7 million revenue budget has been realized. Therefore, 99% of the revenue budget has been accounted for year to date. For the same period, \$142.1 million of the \$153.1 million expenditure budget has been realized, and this accounts for 93% of the expenditure budget.
- Adjusted for seasonality based on a monthly trend, year to date revenues are 107% percent of the current budget and expenses are 100% of the current budget.
- The Long-Term Water Capital Account and Operating Reserve have reached their respective 2024/2025 fiscal year end minimum targeted levels. Excluding budgeted capital related to the Waterlink expansion and alternative water source, the Capital Reserve account has met its targeted level.
- The O&M and General Account have balances of \$12.1 million and \$5.3 million, respectively.

cc: Chairman and Commissioners



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

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve Assets Balance (1)	Offsetting Liabilities	Year-End Specific Account Target	Status
Operations and Maintenance Account (2)	\$ 14,291,148.88	\$ 14,539,724.04		Negative Net Assets
Waterlink Escrow	\$ 37,343,660.34	\$ 37,343,660.34		Positive Net Assets
General Account	\$ 5,276,548.08	\$ -		Positive Net Assets
Operating Reserve	\$ 52,943,667.32		\$ 51,678,239.00	Target Met
Capital Reserve	\$ 49,820,118.14		\$ 83,701,419.42	Not Fully Funded
L-T Water Capital Reserve	\$ 28,180,736.15		\$ 26,725,000.00	Target Met
	<u>\$ 187,855,878.91</u>	<u>\$ 51,883,384.38</u>	<u>\$ 162,104,658.42</u>	<u>\$ (26,132,163.89)</u>

Total Net Assets - All Commission Accounts

Restricted	\$ -
Unrestricted	\$ 155,589,648.89
Invested in Capital Assets, net	<u>\$ 400,100,081.65</u>
Total	<u><u>\$ 555,689,730.54</u></u>

(1) Includes Interest Receivable

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



	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	37,734,279.08	14,198,377.58	23,535,901.50
120 - INVESTMENTS	149,344,081.38	221,672,718.50	-72,328,637.12
131 - WATER SALES	14,815,099.74	14,199,041.14	616,058.60
132 - INTEREST RECEIVABLE	777,518.45	967,764.59	-190,246.14
134 - OTHER RECEIVABLE	-5,292,347.01	-6,039,526.34	747,179.33
135 - LOAN RECEIVABLE - CURRENT	-9,012.21	-10,408.68	1,396.47
150 - INVENTORY	325,496.00	171,868.00	153,628.00
155 - PREPAIDS	599,147.25	499,582.69	99,564.56
Total Level1 10 - CURRENT ASSETS:	198,294,262.68	245,659,417.48	-47,365,154.80
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	625,589,856.78	537,814,414.74	87,775,442.04
175 - LESS: ACCUMULATED DEPRECIATION	-238,639,006.70	-229,092,979.71	-9,546,026.99
180 - CONSTRUCTION IN PROGRESS	13,149,231.57	12,654,723.96	494,507.61
190 - LONG-TERM ASSETS	10,978,364.01	11,697,240.13	-718,876.12
Total Level1 17 - NONCURRENT ASSETS:	411,078,445.66	333,073,399.12	78,005,046.54
Total Assets:	609,372,708.34	578,732,816.60	30,639,891.74
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	10,632,657.49	9,440,245.08	-1,192,412.41
211 - OTHER CURRENT LIABILITIES	1,261,461.30	1,058,861.74	-202,599.56
225 - ACCRUED PAYROLL LIABILITIES	113,682.48	93,665.38	-20,017.10
226 - ACCRUED VACATION	378,572.05	431,410.88	52,838.83
250 - CONTRACT RETENTION	951,419.42	844,689.52	-106,729.90
251 - CUSTOMER DEPOSITS	39,497,011.06	10,860,620.83	-28,636,390.23
270 - DEFERRED REVENUE	0.00	357,138.22	357,138.22
Total Level1 21 - CURRENT LIABILITIES:	52,834,803.80	23,086,631.65	-29,748,172.15
Level1: 25 - NONCURRENT LIABILITIES			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	848,174.00	1,086,455.00	238,281.00
Total Level1 25 - NONCURRENT LIABILITIES:	848,174.00	1,086,455.00	238,281.00
Total Liability:	53,682,977.80	24,173,086.65	-29,509,891.15
Equity			
Level1: 30 - EQUITY			
300 - EQUITY	555,080,706.82	549,497,155.95	5,583,550.87
Total Level1 30 - EQUITY:	555,080,706.82	549,497,155.95	5,583,550.87
Total Beginning Equity:	555,080,706.82	549,497,155.95	5,583,550.87
Total Revenue	142,721,088.78	143,292,174.44	-571,085.66
Total Expense	142,112,065.06	138,229,600.44	-3,882,464.62
Revenues Over/(Under) Expenses	609,023.72	5,062,574.00	-4,453,550.28
Total Equity and Current Surplus (Deficit):	555,689,730.54	554,559,729.95	1,130,000.59
Total Liabilities, Equity and Current Surplus (Deficit):	609,372,708.34	578,732,816.60	30,639,891.74



Monthly & YTD Budget Report

...		March 2024-2025 Budget	March 2024-2025 Activity	2024-2025 Seasonal YT...	2024-2025 YTD Activity	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
							% of Year Completed: 92%	
01-511100	O&M PAYMENTS- GOVERNMENTAL	-10,220,575.01	-10,841,320.62	-127,461,437.54	-135,503,910.90	106%	-137,558,210.22	99%
01-511200	O&M PAYMENTS- PRIVATE	-229,910.61	-261,902.88	-2,867,229.76	-3,094,216.02	108%	-3,094,355.52	100%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,201.50	-10,451.34	-20,915.00	-40,129.40	192%	-22,250.00	180%
510 - WATER SERVICE Totals:		-10,451,687.12	-11,113,674.84	-130,349,582.30	-138,638,256.32	106%	-140,674,815.74	99%
520 - TAXES								
							% of Year Completed: 92%	
01-530010	SALES TAXES - WATER REVENUE	0.00	-10,711.00	0.00	-24,736.57	0%	0.00	0%
520 - TAXES Totals:		0.00	-10,711.00	0.00	-24,736.57	0%	0.00	0%
540 - OTHER INCOME								
							% of Year Completed: 92%	
01-581000	INVESTMENT INCOME	-233,240.00	-485,629.84	-2,565,640.00	-3,823,905.41	149%	-2,800,000.00	137%
01-582000	INTEREST INCOME	-15,238.74	0.00	-167,626.14	-137,729.68	82%	-182,938.12	75%
01-590000	OTHER INCOME	0.00	-5,926.00	0.00	-86,154.63	0%	0.00	0%
01-590100	SALE OF EQUIPMENT	0.00	0.00	0.00	-10,306.17	0%	0.00	0%
540 - OTHER INCOME Totals:		-248,478.74	-491,555.84	-2,733,266.14	-4,058,095.89	148%	-2,982,938.12	136%
Revenue Totals:		-10,700,165.86	-11,615,941.68	-133,082,848.44	-142,721,088.78	107%	-143,657,753.86	99%

Monthly & YTD Budget Report

For Fiscal: 2024-2025 Period Ending: 3/31/2025

...	...	March 2024-2025 Budget	March 2024-2025 Activity	2024-2025 Seasonal YT...	2024-2025 YTD Activity	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
Expense								
610 - PERSONNEL SERVICES								
							% of Year Completed: 92%	
01-60-611100	ADMIN SALARIES	160,499.34	143,633.33	1,770,707.52	1,689,411.88	95%	1,931,400.00	87%
01-60-611200	OPERATIONS SALARIES	207,190.80	177,176.90	2,214,939.60	2,013,501.79	91%	2,412,000.00	83%
01-60-611300	SUMMER INTERNS	0.00	0.00	36,000.00	27,213.30	76%	36,000.00	76%
01-60-611600	ADMIN OVERTIME	616.67	47.50	6,783.33	947.26	14%	7,400.00	13%
01-60-611700	OPERATIONS OVERTIME	22,178.34	22,001.65	328,984.74	303,226.67	92%	361,800.00	84%
01-60-612100	PENSION	25,920.71	12,261.77	285,127.81	115,564.11	41%	311,173.00	37%
01-60-612200	MEDICAL/LIFE BENEFITS	88,433.28	66,168.10	1,016,982.68	916,116.10	90%	1,105,416.00	83%
01-60-612300	FEDERAL PAYROLL TAXES	31,204.71	24,848.62	333,225.58	284,542.23	85%	363,267.90	78%
01-60-612800	STATE UNEMPLOYMENT	1,201.33	100.35	13,214.63	4,175.22	32%	14,416.00	29%
01-60-613100	TRAVEL	950.00	650.00	10,450.00	7,677.87	73%	11,400.00	67%
01-60-613200	TRAINING	6,629.16	381.00	72,920.76	24,101.96	33%	79,550.00	30%
01-60-613301	CONFERENCES	5,108.33	2,885.00	56,191.63	12,546.02	22%	61,300.00	20%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	13,750.00	2,390.00	17%	15,000.00	16%
01-60-619100	OTHER PERSONNEL COSTS	2,066.66	175.10	22,733.26	9,990.42	44%	24,800.00	40%
610 - PERSONNEL SERVICES Totals:		553,249.33	450,329.32	6,182,011.54	5,411,404.83	88%	6,734,922.90	80%
620 - CONTRACT SERVICES								
							% of Year Completed: 92%	
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.33	0.00	11,916.63	1,087.95	9%	13,000.00	8%
01-60-623300	TRUST SERVICES & BANK CHARGE	12,500.00	11,135.05	137,500.00	107,974.38	79%	150,000.00	72%
01-60-625100	LEGAL SERVICES- GENERAL	8,333.33	3,544.52	91,666.63	29,277.49	32%	100,000.00	29%
01-60-625300	LEGAL SERVICES- SPECIAL	8,333.33	1,733.00	91,666.63	49,387.48	54%	100,000.00	49%
01-60-625800	LEGAL NOTICES	1,583.33	1,179.82	17,416.63	4,880.86	28%	19,000.00	26%
01-60-626000	AUDIT SERVICES	0.00	0.00	34,000.00	32,000.00	94%	34,000.00	94%
01-60-628000	CONSULTING SERVICES	41,083.33	19,360.93	451,916.63	206,053.53	46%	493,000.00	42%
01-60-629000	CONTRACTUAL SERVICES	73,931.66	44,711.42	813,248.26	590,468.45	73%	887,180.00	67%
620 - CONTRACT SERVICES Totals:		146,848.31	81,664.74	1,649,331.41	1,021,130.14	62%	1,796,180.00	57%
640 - INSURANCE								
							% of Year Completed: 92%	
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.33	8,724.58	154,916.63	95,505.18	62%	169,000.00	57%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.18	22,275.00	17,469.82	78%	24,300.00	72%
01-60-641500	WORKER'S COMPENSATION	12,083.33	0.00	132,916.63	108,972.00	82%	145,000.00	75%
01-60-641600	EXCESS LIABILITY COVERAGE	7,500.00	6,530.50	82,500.00	67,087.02	81%	90,000.00	75%
01-60-642100	PROPERTY INSURANCE	45,833.33	41,114.00	504,166.63	444,162.50	88%	550,000.00	81%
01-60-642200	AUTOMOBILE INSURANCE	2,916.66	2,906.42	32,083.26	29,982.08	93%	35,000.00	86%
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	0.00	91,666.63	13,839.29	15%	100,000.00	14%
640 - INSURANCE Totals:		92,774.98	60,863.68	1,020,524.78	777,017.89	76%	1,113,300.00	70%

Monthly & YTD Budget Report

For Fiscal: 2024-2025 Period Ending: 3/31/2025

...	...	March 2024-2025 Budget	March 2024-2025 Activity	2024-2025 Seasonal YT...	2024-2025 YTD Activity	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
650 - OPERATIONAL SUPPORT SRVS								
							% of Year Completed: 92%	
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	103,125.00	60,957.76	59%	112,500.00	54%
01-60-651300	NATURAL GAS	2,748.90	3,603.47	30,237.90	15,908.91	53%	33,000.00	48%
01-60-651401	TELEPHONE	6,271.66	4,153.34	68,988.26	49,900.86	72%	75,260.00	66%
01-60-651403	RADIOS	2,189.12	0.00	24,080.32	17,472.00	73%	26,280.00	66%
01-60-651404	REPAIRS & EQUIPMENT	383.33	0.00	4,216.63	0.00	0%	4,600.00	0%
01-60-652100	OFFICE SUPPLIES	2,541.66	1,572.14	27,958.26	15,034.94	54%	30,500.00	49%
01-60-652200	BOOKS & PUBLICATIONS	837.50	118.96	9,212.50	6,077.92	66%	10,050.00	60%
01-60-653100	PRINTING- GENERAL	1,258.33	0.00	13,841.63	717.50	5%	15,100.00	5%
01-60-653200	POSTAGE & DELIVERY	533.33	71.43	5,866.63	3,698.22	63%	6,400.00	58%
01-60-654000	PROFESSIONAL DUES	1,845.83	810.00	20,304.13	19,003.13	94%	22,150.00	86%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	734.70	447.24	8,081.70	5,119.60	63%	8,820.00	58%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	24,333.33	28,963.71	267,666.63	229,765.98	86%	292,000.00	79%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,458.33	21,262.82	181,041.63	164,963.02	91%	197,500.00	84%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,707.65	413.19	18,784.15	11,216.04	60%	20,500.00	55%
650 - OPERATIONAL SUPPORT SRVS Totals:		71,218.67	61,416.30	783,405.37	599,835.88	77%	854,660.00	70%

660 - WATER OPERATION

							% of Year Completed: 92%	
01-60-661101	WATER BILLING	9,074,618.90	9,561,766.50	113,170,146.31	119,033,584.45	105%	122,134,843.90	97%
01-60-661102	ELECTRICITY	148,600.00	185,000.00	1,853,200.00	1,771,398.70	96%	2,000,000.00	89%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	50,000.00	715,000.00	583,469.55	82%	780,000.00	75%
01-60-661104	MAJOR MAINTENANCE	37,500.00	0.00	412,500.00	137,481.49	33%	450,000.00	31%
01-60-661201	PUMP STATION	204,325.00	225,000.00	2,548,150.00	2,244,633.71	88%	2,750,000.00	82%
01-60-661202	METER STATION, ROV, TANK SITE	14,860.00	23,396.69	185,320.00	154,053.63	83%	200,000.00	77%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	53,075.00	0.00	0%	57,900.00	0%
01-60-661400	WATER QUALITY TESTING	9,916.66	12,230.58	109,083.26	49,446.07	45%	119,000.00	42%
01-60-662100	PUMPING SERVICES	66,608.33	84,027.32	732,691.63	288,486.92	39%	799,300.00	36%
01-60-662200	INSTRUMENTATION	2,540.65	5,485.73	27,947.15	23,823.35	85%	30,500.00	78%
01-60-662300	METER TESTING & REPAIRS	5,916.66	2,557.26	65,083.26	22,676.67	35%	71,000.00	32%
01-60-662400	SCADA	1,450.00	3,505.39	15,950.00	9,197.54	58%	17,400.00	53%
01-60-662500	EQUIPMENT RENTAL	500.00	150.00	5,500.00	4,155.34	76%	6,000.00	69%
01-60-662600	UNIFORMS	2,000.00	1,104.95	22,000.00	14,401.76	65%	24,000.00	60%
01-60-662700	SAFETY	15,008.33	5,284.84	165,091.63	74,732.24	45%	180,100.00	41%
01-60-663100	PIPELINE REPAIRS	112,500.00	0.00	1,237,500.00	444,537.49	36%	1,350,000.00	33%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	6,757.21	275,000.00	139,430.22	51%	300,000.00	46%
01-60-663300	REMOTE FACILITIES MAINTENANCE	20,250.00	6,345.31	222,750.00	149,908.85	67%	243,000.00	62%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	10,245.90	0.00	112,704.90	25,398.33	23%	123,000.00	21%
01-60-663700	PIPELINE SUPPLIES	10,000.00	1,780.23	110,000.00	114,597.53	104%	120,000.00	95%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,520.83	0.00	38,729.13	35,146.45	91%	42,250.00	83%

Monthly & YTD Budget Report

For Fiscal: 2024-2025 Period Ending: 3/31/2025

...	...	March 2024-2025 Budget	March 2024-2025 Activity	2024-2025 Seasonal YT...	2024-2025 YTD Activity	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,651.66	4,338.44	40,168.26	31,852.33	79%	43,820.00	73%
01-60-664200	FUEL- VEHICLES	3,750.00	3,444.66	41,250.00	27,894.61	68%	45,000.00	62%
01-60-664300	LICENSES- VEHICLES	275.00	1,422.00	3,025.00	1,728.00	57%	3,300.00	52%
660 - WATER OPERATION Totals:		9,842,862.92	10,183,597.11	122,161,865.53	125,382,035.23	103%	131,890,413.90	95%

680 - LAND & LAND RIGHTS

% of Year Completed: 92%

01-60-681000	LEASES	83.33	7.00	916.63	28.00	3%	1,000.00	3%
01-60-682000	PERMITS & FEES	708.33	0.00	7,791.63	5,493.06	70%	8,500.00	65%
680 - LAND & LAND RIGHTS Totals:		791.66	7.00	8,708.26	5,521.06	63%	9,500.00	58%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 92%

01-60-685100	COMPUTERS	7,416.66	2,764.50	81,583.26	86,027.66	105%	89,000.00	97%
01-60-685600	MACHINERY & EQUIPMENT	0.00	0.00	400,000.00	160,377.92	40%	400,000.00	40%
01-60-685800	CAPITALIZED EQUIP	0.00	0.00	-400,000.00	-160,377.92	40%	-400,000.00	40%
01-60-686000	VEHICLES	0.00	0.00	262,000.00	248,906.00	95%	262,000.00	95%
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	0.00	-262,000.00	-248,906.00	95%	-262,000.00	95%
01-60-692000	DEPRECIATION- TRANS MAINS	425,000.00	403,227.88	4,675,000.00	4,435,506.73	95%	5,100,000.00	87%
01-60-693000	DEPRECIATION- BUILDINGS	283,333.33	263,712.36	3,116,666.63	2,808,745.12	90%	3,400,000.00	83%
01-60-694000	DEPRECIATION-PUMPING EQUIPME	145,000.00	126,436.05	1,595,000.00	1,372,233.66	86%	1,740,000.00	79%
01-60-695200	DEPRECIATION- OFFICE FURN &	15,833.33	7,127.18	174,166.63	78,398.67	45%	190,000.00	41%
01-60-696000	DEPRECIATION- VEHICLES	18,333.33	13,956.97	201,666.63	134,208.19	67%	220,000.00	61%
685 - CAPITAL EQUIP / DEPREC Totals:		894,916.65	817,224.94	9,844,083.15	8,915,120.03	91%	10,739,000.00	83%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 92%

01-60-722200	DPPS BUILDINGS REHAB & MAINT	0.00	0.00	200,000.00	0.00	0%	200,000.00	0%
01-60-722202	DPPS VALVE REPLACEMENT	0.00	3,474.32	1,000,000.00	293,774.83	29%	1,000,000.00	29%
01-60-722300	GENERATION BUILDING REHAB & M	0.00	0.00	1,100,000.00	385,771.21	35%	1,100,000.00	35%
01-60-741000	REMOTE FACILITIES REHAB & MAINT	0.00	0.00	150,000.00	0.00	0%	150,000.00	0%
01-60-751000	TRANSMISSION MAINS	0.00	0.00	3,000,000.00	0.00	0%	3,000,000.00	0%
01-60-751200	CATHODIC PROTECTION	0.00	337,888.34	500,000.00	383,364.28	77%	500,000.00	77%
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	368.00	500,000.00	40,309.82	8%	500,000.00	8%
01-60-771200	CONDITION ASSESSMENT	0.00	0.00	500,000.00	0.00	0%	500,000.00	0%
01-60-771700	REPLACEMENT OF SCADA SYSTEM	0.00	531,901.88	6,400,000.00	2,738,116.48	43%	6,400,000.00	43%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	59,195.91	1,350,000.00	444,776.25	33%	1,350,000.00	33%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-932,828.45	-14,700,000.00	-4,286,112.87	29%	-14,700,000.00	29%
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%

Monthly & YTD Budget Report

For Fiscal: 2024-2025 Period Ending: 3/31/2025

...	...	March 2024-2025 Budget	March 2024-2025 Activity	2024-2025 Seasonal YTD...	2024-2025 YTD Activity	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
850 - ESCROW FUNDED CONSTRUCTION								
							% of Year Completed: 92%	
01-80-850001	METERING STATION	0.00	44,097.15	1,250,000.00	103,926.53	8%	1,250,000.00	8%
01-80-852001	AQUA ILLINOIS	0.00	364.00	2,000,000.00	1,744.50	0%	2,000,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	0.00	3,094.00	38,800,000.00	12,271,275.19	32%	38,800,000.00	32%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-47,555.15	-42,050,000.00	-12,376,946.22	29%	-42,050,000.00	29%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
Expense Totals:		11,602,662.52	11,655,103.09	141,649,930.04	142,112,065.06	100%	153,137,976.80	93%
01 - WATER FUND Totals:		902,496.66	39,161.41	8,567,081.60	-609,023.72	-7%	9,480,222.94	-6%



Ordinance #: O-1-25

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/1/2025

Description: **An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026**

Agenda Section: Finance Committee

Originating Department: Finance

Ordinance No. O-1-25 would approve and adopt the Annual Management Budget for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026.

Recommended Motion:

To adopt Ordinance No. O-1-25

DUPAGE WATER COMMISSION

ORDINANCE NO. O-1-25

AN ORDINANCE APPROVING AND ADOPTING
AN ANNUAL MANAGEMENT BUDGET
FOR THE FISCAL YEAR COMMENCING
MAY 1, 2025 AND ENDING APRIL 30, 2026

WHEREAS, the General Manager and Administrative Staff of the DuPage Water Commission (the "Commission") prepared and submitted a tentative annual Management Budget for the fiscal year commencing May 1, 2025 and ending April 30, 2026, as and when required by Article X, Section 2 of the Commission's By-Laws, as amended from time to time; and

WHEREAS, due notice having been given, a hearing was held on the tentative annual Management Budget prior to any final action being taken thereon, at which time the Charter Customers were heard; and

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary and desirable for the Commission to approve and adopt the budget set forth in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof as and for its Management Budget for the fiscal year commencing May 1, 2025 and ending April 30, 2026; and

WHEREAS, it is appearing to the Commission that all things required for the approval and adoption of said Management Budget have been complied with;

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

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

SECTION TWO: The Budget attached hereto as Exhibit 1 and by this reference incorporated herein and made a part hereof shall be and hereby is approved and adopted as and for the Management Budget of the DuPage Water Commission for the fiscal year commencing May 1, 2025 and ending April 30, 2026.

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

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

ADOPTED THIS ___ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/O-1-25.docx

EXHIBIT 1

DELETE PAGE IF NO ATTACHMENT



DuPage Water Commission

30 YEARS OF SERVICE
Pure. Essential. Stewardship.

DuPage Water Commission

Fiscal Year 2025 - 2026

Tentative Draft Budget
(with detailed account line items)

May 1, 2025 to April 30, 2026

March 1, 2025



Account Number	Account Name	2025-2026	2025-2026		
Revenue					
ObjectCategory: 510 - WATER SERVICE					
01-511100	O&M PAYMENTS- GOVERNMENTAL	142,981,652.20			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	May to April \$5.80		24,652,0...	-5.80	-142,981,652..
01-511200	O&M PAYMENTS- PRIVATE	3,216,355.20			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	May to April \$5.80		554,544....	-5.80	-3,216,355.20
01-514100	EMERGENCY WATER SERVICE- GOV	24,620.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Annual Fee		1.00	-10,120.00	-10,120.00
2025-2026	Water Use		2,500.00	-5.80	-14,500.00
Total ObjectCategory: 510 - WATER SERVICE:		146,222,627.40			

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026 2025-2026			
ObjectCategory: 540 - OTHER INCOME					
01-581000	INVESTMENT INCOME	2,500,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	investment earnings		1.00	-2,500,000.00	-2,500,000.00
01-582000	INTEREST INCOME	177,273.88			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Bartlett Loan Interest		1.00	-177,273.88	-177,273.88
Total ObjectCategory: 540 - OTHER INCOME:		2,677,273.88			
Total Revenue:		148,899,901.28			

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026 2025-2026			
Expense					
ObjectCategory: 610 - PERSONNEL SERVICES					
01-60-611100	ADMIN SALARIES	2,030,200.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Administration		1.00	1,965,800.00	1,965,800.00
2025-2026	Commissioner		9.00	600.00	5,400.00
2025-2026	Incentive Compensation		1.00	24,000.00	24,000.00
2025-2026	Merit		1.00	15,000.00	15,000.00
2025-2026	Treasurer		1.00	20,000.00	20,000.00
01-60-611200	OPERATIONS SALARIES	2,480,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Incentive Compensation		1.00	46,000.00	46,000.00
2025-2026	Merit		1.00	20,000.00	20,000.00
2025-2026	Operations & Instrumentation		1.00	1,418,300.00	1,418,300.00
2025-2026	Pipeline & Remote Facilities		1.00	995,700.00	995,700.00
01-60-611300	SUMMER INTERNS	36,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Summer Interns		3.00	12,000.00	36,000.00
01-60-611600	ADMIN OVERTIME	7,400.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	TM 7% of Admin Employees		1.00	7,400.00	7,400.00
01-60-611700	OPERATIONS OVERTIME	396,800.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	16% of Oper Payroll		1.00	396,800.00	396,800.00
01-60-612100	PENSION	292,272.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	IMRF		1.00	272,272.00	272,272.00
2025-2026	Retiree Costs		1.00	20,000.00	20,000.00
01-60-612200	MEDICAL/LIFE BENEFITS	1,140,656.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	BCBS 15% Increase for 2026		4.00	95,450.00	381,800.00
2025-2026	Blue Cross Blue Shield		8.00	83,000.00	664,000.00
2025-2026	Employee Contribution 20%		1.00	-221,784.00	-221,784.00
2025-2026	Employer HSA Contribution		1.00	195,000.00	195,000.00
2025-2026	Envision Healthcare		12.00	60.00	720.00
2025-2026	Healthiest You		12.00	450.00	5,400.00
2025-2026	Life & AD&D 10% Increase for 2026		4.00	2,200.00	8,800.00
2025-2026	Metlife 15% Increase for 2026		4.00	8,280.00	33,120.00
2025-2026	Metlife Dental/Vision		8.00	7,200.00	57,600.00
2025-2026	Metlife Life & ADD		8.00	2,000.00	16,000.00
01-60-612300	FEDERAL PAYROLL TAXES	378,705.60			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Medicare		1.00	71,780.80	71,780.80
2025-2026	Social Security		1.00	306,924.80	306,924.80

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026 2025-2026			
01-60-612800	STATE UNEMPLOYMENT	14,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	IL Dept of Employment Security		1.00	14,000.00	14,000.00
01-60-613100	TRAVEL	11,400.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	ISTHA Tolls		12.00	350.00	4,200.00
2025-2026	GM Auto Allowance		12.00	500.00	6,000.00
2025-2026	Mileage Reimbursement		1.00	600.00	600.00
2025-2026	Parking		12.00	50.00	600.00
01-60-613200	TRAINING	76,150.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Accounting		1.00	1,000.00	1,000.00
2025-2026	Administration		2.00	350.00	700.00
2025-2026	AUTOCAD		1.00	2,000.00	2,000.00
2025-2026	Electrical		4.00	650.00	2,600.00
2025-2026	Engineering Professional		3.00	250.00	750.00
2025-2026	Human Resources		1.00	2,000.00	2,000.00
2025-2026	Infor/GIS		1.00	5,000.00	5,000.00
2025-2026	IT Certificates		2.00	3,000.00	6,000.00
2025-2026	Locator-Staking		2.00	3,500.00	7,000.00
2025-2026	Manager/Supervisor		3.00	1,000.00	3,000.00
2025-2026	NACE - AMPP		2.00	6,000.00	12,000.00
2025-2026	Operations & Maintenance		20.00	295.00	5,900.00
2025-2026	SCADA/Instrumentation		8.00	2,825.00	22,600.00
2025-2026	Underground Storage Tank		2.00	800.00	1,600.00
2025-2026	Water Operator Continuing Ed		20.00	200.00	4,000.00
01-60-613301	CONFERENCES	61,300.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	AMPP/UGCSC		5.00	2,300.00	11,500.00
2025-2026	AMWA		1.00	3,000.00	3,000.00
2025-2026	AWWA ACE		2.00	3,000.00	6,000.00
2025-2026	IAFSM		1.00	500.00	500.00
2025-2026	IFMA		1.00	2,500.00	2,500.00
2025-2026	ILGFOA		1.00	1,200.00	1,200.00
2025-2026	ILGISA		1.00	400.00	400.00
2025-2026	INFOR		2.00	3,000.00	6,000.00
2025-2026	IPSI		4.00	2,500.00	10,000.00
2025-2026	ISAWWA		6.00	1,200.00	7,200.00
2025-2026	Misc Conference		4.00	2,500.00	10,000.00
2025-2026	National Safety		1.00	3,000.00	3,000.00
01-60-613302	TUITION REIMBURSEMENT	15,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Tuition Reimbursement		3.00	5,000.00	15,000.00
01-60-619100	OTHER PERSONNEL COSTS	23,200.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Annual Physicals and Medical Testing		30.00	370.00	11,100.00
2025-2026	Employee Assistance Program		12.00	150.00	1,800.00
2025-2026	Employee Background Checks		5.00	150.00	750.00

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026	2025-2026	2025-2026
2025-2026	Employee Onboarding	5.00	200.00	1,000.00
2025-2026	Employment Recruitment	5.00	1,000.00	5,000.00
2025-2026	Pre-employment Physicals	5.00	350.00	1,750.00
2025-2026	Security at Commission Mtg	12.00	150.00	1,800.00
Total ObjectCategory: 610 - PERSONNEL SERVICES:		6,963,083.60		

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026 2025-2026			
ObjectCategory: 620 - CONTRACT SERVICES					
01-60-621000	WATER CONSERVATION/PROMOTIONAL	13,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Consulting		1.00	1,000.00	1,000.00
2025-2026	Resources		1.00	12,000.00	12,000.00
01-60-623300	TRUST SERVICES & BANK CHARGE	186,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Banking Fees		12.00	500.00	6,000.00
2025-2026	Investment Advisory		1.00	150,000.00	150,000.00
2025-2026	Investment Consultant		1.00	30,000.00	30,000.00
01-60-625100	LEGAL SERVICES- GENERAL	80,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	General		1.00	80,000.00	80,000.00
01-60-625300	LEGAL SERVICES- SPECIAL	80,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	As Required		1.00	80,000.00	80,000.00
01-60-625800	LEGAL NOTICES	17,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Admin Legal Notices		1.00	6,000.00	6,000.00
2025-2026	Project Legal Notices		10.00	500.00	5,000.00
2025-2026	Treasurers Report		1.00	6,000.00	6,000.00
01-60-626000	AUDIT SERVICES	35,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Audit		1.00	35,000.00	35,000.00
01-60-628000	CONSULTING SERVICES	555,100.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Actuarial		1.00	3,100.00	3,100.00
2025-2026	Air Quality Monitoring (EPA Mandated)		1.00	50,000.00	50,000.00
2025-2026	Application Development		1.00	15,000.00	15,000.00
2025-2026	CMMS(HxGn/Infor) Services		1.00	47,000.00	47,000.00
2025-2026	Communications		1.00	75,000.00	75,000.00
2025-2026	Electrical Supply		1.00	5,000.00	5,000.00
2025-2026	Engineering		1.00	100,000.00	100,000.00
2025-2026	Human Resources		1.00	25,000.00	25,000.00
2025-2026	Hydraulic Modeling/Maintenance		1.00	100,000.00	100,000.00
2025-2026	Incode Finance Programming		1.00	5,000.00	5,000.00
2025-2026	Miscellaneous		1.00	80,000.00	80,000.00
2025-2026	Network		1.00	40,000.00	40,000.00
2025-2026	Website Improvement		1.00	10,000.00	10,000.00
01-60-629000	CONTRACTUAL SERVICES	930,180.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Accounting Service		12.00	7,000.00	84,000.00
2025-2026	Cloud Backup Service		1.00	20,000.00	20,000.00
2025-2026	Comprehensive IT Security		1.00	160,000.00	160,000.00
2025-2026	Custodial Service		12.00	3,400.00	40,800.00

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026	2025-2026	2025-2026
2025-2026	Cyber Security Duo/KnowB4	1.00	7,600.00	7,600.00
2025-2026	Document Scanning	1.00	10,000.00	10,000.00
2025-2026	dpwc.org Web Hosting	1.00	17,000.00	17,000.00
2025-2026	Elevator Service	12.00	200.00	2,400.00
2025-2026	Email Archiving	1.00	9,000.00	9,000.00
2025-2026	Exterminator Service	17.00	300.00	5,100.00
2025-2026	Fiber Service Lines	12.00	1,200.00	14,400.00
2025-2026	Fire Alarm Panel Service	12.00	1,300.00	15,600.00
2025-2026	Floor Mat Service	12.00	1,040.00	12,480.00
2025-2026	Generator Service and PM	1.00	85,000.00	85,000.00
2025-2026	GPS Vehicle Tracking	20.00	260.00	5,200.00
2025-2026	Hach Instrumentation Maintenance	20.00	2,000.00	40,000.00
2025-2026	HSQ Maintenance	1.00	18,000.00	18,000.00
2025-2026	HVAC Service and Controls	1.00	25,000.00	25,000.00
2025-2026	IRTHNET Service/Storage	1.00	25,000.00	25,000.00
2025-2026	Landscaping Services	1.00	60,000.00	60,000.00
2025-2026	Native Landscape	1.00	18,000.00	18,000.00
2025-2026	Network Monitoring	12.00	6,750.00	81,000.00
2025-2026	Northbrook	1.00	46,000.00	46,000.00
2025-2026	Offsite Document Storage	1.00	10,000.00	10,000.00
2025-2026	Overhead Door Service Contract	1.00	7,000.00	7,000.00
2025-2026	Parking Lot Maintenance	1.00	30,000.00	30,000.00
2025-2026	Radio Frequency Protection	1.00	500.00	500.00
2025-2026	Rating Agency Annual Fees	1.00	2,000.00	2,000.00
2025-2026	Refuse Service	12.00	950.00	11,400.00
2025-2026	Server Hardware Agreement	1.00	5,000.00	5,000.00
2025-2026	Terrazzo Floor Maintenance	1.00	20,000.00	20,000.00
2025-2026	UPS Maintenance	1.00	17,500.00	17,500.00
2025-2026	Window Cleaning Service	12.00	2,100.00	25,200.00
Total ObjectCategory: 620 - CONTRACT SERVICES:			1,896,280.00	

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026			
		2025-2026			
ObjectCategory: 640 - INSURANCE					
01-60-641100	GENERAL LIABILITY INSURANCE	169,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Crime		1.00	5,000.00	5,000.00
2025-2026	Cyber		1.00	65,000.00	65,000.00
2025-2026	General Liability		1.00	74,000.00	74,000.00
2025-2026	Pollution (1/3 of Premium)		1.00	20,000.00	20,000.00
2025-2026	UST		1.00	5,000.00	5,000.00
01-60-641200	PUBLIC OFFICIAL LIABILITY	24,300.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Commissioners' Bond		1.00	3,000.00	3,000.00
2025-2026	General Manager's Bond		1.00	16,000.00	16,000.00
2025-2026	Treasurer's Bond		1.00	5,300.00	5,300.00
01-60-641500	WORKER'S COMPENSATION	165,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Illinois Public Risk Fund		1.00	165,000.00	165,000.00
01-60-641600	EXCESS LIABILITY COVERAGE	100,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Umbrella		1.00	100,000.00	100,000.00
01-60-642100	PROPERTY INSURANCE	570,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Appraisal Fees		1.00	20,000.00	20,000.00
2025-2026	Insurance Fees		1.00	40,000.00	40,000.00
2025-2026	Property		1.00	341,700.00	341,700.00
2025-2026	Property - Lexington		1.00	168,300.00	168,300.00
01-60-642200	AUTOMOBILE INSURANCE	45,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	AUTO		1.00	45,000.00	45,000.00
01-60-649100	SELF INSURANCE PROPERTY	100,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Above & Below Ground 1 Incident		1.00	100,000.00	100,000.00
Total ObjectCategory: 640 - INSURANCE:		1,173,300.00			

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026	2025-2026		
ObjectCategory: 650 - OPERATIONAL SUPPORT SRVS					
01-60-651200	GENERATOR DIESEL FUEL	112,500.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Diesel Fuel		25,000.00	4.50	112,500.00
01-60-651300	NATURAL GAS	33,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Natural Gas Service		1.00	33,000.00	33,000.00
01-60-651401	TELEPHONE	75,860.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Cellular Service		12.00	3,500.00	42,000.00
2025-2026	CP Cellular RTU Charge		12.00	180.00	2,160.00
2025-2026	DPPS Telephone Services		12.00	1,375.00	16,500.00
2025-2026	Endpoint Annual Cellular		1.00	2,500.00	2,500.00
2025-2026	Fiber Internet		12.00	300.00	3,600.00
2025-2026	Internet		12.00	425.00	5,100.00
2025-2026	Phones and Supplies		1.00	4,000.00	4,000.00
01-60-651403	RADIOS	26,500.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Handheld Radios		3.00	3,000.00	9,000.00
2025-2026	STARCOM21		1.00	17,500.00	17,500.00
01-60-651404	REPAIRS & EQUIPMENT	4,600.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Cellular Repair		1.00	1,000.00	1,000.00
2025-2026	Radio Maintenance		12.00	100.00	1,200.00
2025-2026	Vehicle Radio Removal/Replacement		3.00	800.00	2,400.00
01-60-652100	OFFICE SUPPLIES	30,500.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Check Stock		1.00	500.00	500.00
2025-2026	General Office Supplies		12.00	2,400.00	28,800.00
2025-2026	Print supplies		2.00	600.00	1,200.00
01-60-652200	BOOKS & PUBLICATIONS	10,050.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Blue Book Subscription		1.00	6,000.00	6,000.00
2025-2026	Eng News Record		1.00	300.00	300.00
2025-2026	GIS Books		1.00	250.00	250.00
2025-2026	HR & Employment References		1.00	500.00	500.00
2025-2026	Standards & References		1.00	2,000.00	2,000.00
2025-2026	Training References		1.00	1,000.00	1,000.00
01-60-653100	PRINTING- GENERAL	9,700.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Business Cards		6.00	100.00	600.00
2025-2026	Construction Plan Printing		1.00	5,000.00	5,000.00
2025-2026	Forms		1.00	200.00	200.00
2025-2026	Large Print Jobs		1.00	1,000.00	1,000.00
2025-2026	Letterhead		1.00	400.00	400.00

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026 2025-2026			
2025-2026	Photos	1.00	500.00	500.00	
2025-2026	Printing & Mounting	1.00	2,000.00	2,000.00	
01-60-653200	POSTAGE & DELIVERY	6,400.00			
Budget Detail					
Budget Code	Description	Units	Price	Amount	
2025-2026	Overnight Delivery Misc	12.00	300.00	3,600.00	
2025-2026	Overnight Service Board	4.00	100.00	400.00	
2025-2026	US Postal Service	12.00	200.00	2,400.00	
01-60-654000	PROFESSIONAL DUES	22,425.00			
Budget Detail					
Budget Code	Description	Units	Price	Amount	
2025-2026	AMPP (NACE)	1.00	5,000.00	5,000.00	
2025-2026	AMWA	2.00	6,500.00	13,000.00	
2025-2026	APWA	1.00	250.00	250.00	
2025-2026	AWWA	1.00	400.00	400.00	
2025-2026	Govt Finance Officers Assoc	1.00	250.00	250.00	
2025-2026	IEPA Operators Certification Renewals	20.00	40.00	800.00	
2025-2026	IFMA	1.00	325.00	325.00	
2025-2026	Il Assoc of Floodplain & Stormwater	1.00	100.00	100.00	
2025-2026	IL Govt Finance Officers Assoc	1.00	500.00	500.00	
2025-2026	ILGISA	1.00	100.00	100.00	
2025-2026	Int'l Erosion Control Assoc	1.00	400.00	400.00	
2025-2026	ISA	1.00	250.00	250.00	
2025-2026	Mid Central Water Works	2.00	125.00	250.00	
2025-2026	Professional Licensure (PE/PMP/Other)	8.00	100.00	800.00	
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	8,820.00			
Budget Detail					
Budget Code	Description	Units	Price	Amount	
2025-2026	Copier Maint	12.00	450.00	5,400.00	
2025-2026	Postage Meter Rental	4.00	630.00	2,520.00	
2025-2026	Postage Meter Repairs	1.00	900.00	900.00	
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	264,000.00			
Budget Detail					
Budget Code	Description	Units	Price	Amount	
2025-2026	110 KW Generator Repairs	1.00	10,000.00	10,000.00	
2025-2026	Aerial Lift Service	1.00	2,000.00	2,000.00	
2025-2026	Battery Repair & Service	4.00	500.00	2,000.00	
2025-2026	Building Supplies	12.00	1,500.00	18,000.00	
2025-2026	City Elevator Inspection	2.00	500.00	1,000.00	
2025-2026	Crane Inspections & Repairs	1.00	5,000.00	5,000.00	
2025-2026	Custodial Supplies	12.00	800.00	9,600.00	
2025-2026	Elevator repairs	1.00	20,000.00	20,000.00	
2025-2026	Facility Painting	1.00	10,000.00	10,000.00	
2025-2026	Fire Alarm Wireless Monitor Service	1.00	2,000.00	2,000.00	
2025-2026	Fire Extinguisher Service	1.00	2,000.00	2,000.00	
2025-2026	Forklift Truck Repair	2.00	1,200.00	2,400.00	
2025-2026	Fuel System Testing	1.00	5,000.00	5,000.00	
2025-2026	HVAC Systems & Modifications	1.00	20,000.00	20,000.00	
2025-2026	Police & Fire Protection	1.00	74,000.00	74,000.00	
2025-2026	Quick Response Electrical Work	1.00	40,000.00	40,000.00	
2025-2026	Rock Salt & Icemelt	1.00	11,000.00	11,000.00	
2025-2026	Security System Maintenance	1.00	30,000.00	30,000.00	
01-60-659000	COMPUTER SOFTWARE/LICENSING	202,950.00			

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026			
		2025-2026			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	AUTOCAD License		1.00	4,500.00	4,500.00
2025-2026	Construction Project Mgmt		1.00	5,000.00	5,000.00
2025-2026	ESRI		1.00	16,150.00	16,150.00
2025-2026	GeoPDF Atlas System		1.00	4,550.00	4,550.00
2025-2026	Incode/Tyler		1.00	27,000.00	27,000.00
2025-2026	Infor/Hexagon		1.00	70,000.00	70,000.00
2025-2026	Medeco XT		1.00	5,000.00	5,000.00
2025-2026	Office 365 Government		1.00	17,000.00	17,000.00
2025-2026	Software License Renewals		1.00	53,750.00	53,750.00
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	20,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Background Checks (Contractors)		20.00	150.00	3,000.00
2025-2026	Customer Events/Meetings		1.00	8,000.00	8,000.00
2025-2026	Meeting Expenses		1.00	8,000.00	8,000.00
2025-2026	Retirement Plaques		5.00	200.00	1,000.00
Total ObjectCategory: 650 - OPERATIONAL SUPPORT SRVS:		827,305.00			

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026	2025-2026		
ObjectCategory: 660 - WATER OPERATION					
01-60-661101	WATER BILLING	126,812,348.56			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Water Purchase		25,986,1...	4.88	126,812,348...
01-60-661102	ELECTRICITY	2,200,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	LPS Electrical Charges		1.00	2,200,000....	2,200,000.00
01-60-661103	OPERATIONS & MAINTENANCE	780,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	LPS 50% O&M Charges		12.00	65,000.00	780,000.00
01-60-661104	MAJOR MAINTENANCE	450,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Major Repairs		1.00	400,000.00	400,000.00
2025-2026	Misc Projects		1.00	50,000.00	50,000.00
01-60-661201	PUMP STATION	2,750,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	DPS Electrical Charges		1.00	2,750,000....	2,750,000.00
01-60-661202	METER STATION, ROV, TANK SITE	200,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	COMED Accts		1.00	188,000.00	188,000.00
2025-2026	Naper Accts		1.00	12,000.00	12,000.00
01-60-661300	WATER CHEMICALS	57,900.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Calcium Hypochlorite (Standpipes)		6.00	150.00	900.00
2025-2026	De-Chlor Chemicals		6.00	2,000.00	12,000.00
2025-2026	Sodium Hypochorite		12.00	3,750.00	45,000.00
01-60-661400	WATER QUALITY TESTING	119,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Analyzers, Supplies & Equipment		1.00	47,000.00	47,000.00
2025-2026	CL17 Maintenance Kits		12.00	3,000.00	36,000.00
2025-2026	CL17 Reagents for Meter Stations		12.00	2,000.00	24,000.00
2025-2026	IEPA Lab Testing Program		1.00	5,000.00	5,000.00
2025-2026	Suburban Lab (Misc)		1.00	7,000.00	7,000.00
01-60-662100	PUMPING SERVICES	809,300.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Backflow Preventor Service		1.00	5,000.00	5,000.00
2025-2026	Breaker Maintenance		1.00	30,000.00	30,000.00
2025-2026	Chlorine Feed Sys Repair		2.00	2,500.00	5,000.00
2025-2026	Compressed gases		12.00	75.00	900.00
2025-2026	Compressor Repair		3.00	1,500.00	4,500.00
2025-2026	Diode Wheels for HLP Motors		1.00	20,000.00	20,000.00
2025-2026	Electrical Supplies		12.00	450.00	5,400.00
2025-2026	Electrical Switchgear		1.00	5,000.00	5,000.00

Budget Listing

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Account Number	Account Name	2025-2026	2025-2026	2025-2026	
2025-2026	Highlift Pump Bearings	1.00	20,000.00	20,000.00	
2025-2026	Highlift Pump Repair	1.00	300,000.00	300,000.00	
2025-2026	Mechanical Seals	2.00	10,000.00	20,000.00	
2025-2026	Multilin Replacement	4.00	1,600.00	6,400.00	
2025-2026	Oil/Lubricants	12.00	300.00	3,600.00	
2025-2026	Pump Control Cone Valve Repairs	2.00	150,000.00	300,000.00	
2025-2026	Pump Vibration Testing	1.00	15,000.00	15,000.00	
2025-2026	Pumps Footing/Sump	12.00	400.00	4,800.00	
2025-2026	Relay Calibration	1.00	30,000.00	30,000.00	
2025-2026	Small Tools / Equipment	12.00	600.00	7,200.00	
2025-2026	Spare Motors	12.00	200.00	2,400.00	
2025-2026	Thermoscaning Service	1.00	20,000.00	20,000.00	
2025-2026	Valves & Actuators	12.00	300.00	3,600.00	
2025-2026	Waste Oil Disposal	2.00	250.00	500.00	
01-60-662200	INSTRUMENTATION		69,750.00		
	Budget Detail				
	Budget Code	Description	Units	Price	Amount
2025-2026		Annual Test Equipment Calibration	1.00	12,000.00	12,000.00
2025-2026		Instrumentation Parts & Repairs	1.00	50,000.00	50,000.00
2025-2026		Repair Circuit Boards	1.00	3,000.00	3,000.00
2025-2026		Replacement of RTU Batteries	50.00	75.00	3,750.00
2025-2026		Tools & Equipment	1.00	1,000.00	1,000.00
01-60-662300	METER TESTING & REPAIRS		55,000.00		
	Budget Detail				
	Budget Code	Description	Units	Price	Amount
2025-2026		Meter Parts	1.00	10,000.00	10,000.00
2025-2026		Scale Calibration	2.00	2,500.00	5,000.00
2025-2026		Test Bench Repairs	1.00	40,000.00	40,000.00
01-60-662400	SCADA		17,900.00		
	Budget Detail				
	Budget Code	Description	Units	Price	Amount
2025-2026		Antenna Maintenance	1.00	3,000.00	3,000.00
2025-2026		Backhaul	12.00	200.00	2,400.00
2025-2026		Backup Telemetry Repairs	1.00	2,000.00	2,000.00
2025-2026		Radio Repairs	1.00	10,000.00	10,000.00
2025-2026		Tools & Equipment	1.00	500.00	500.00
01-60-662500	EQUIPMENT RENTAL		16,000.00		
	Budget Detail				
	Budget Code	Description	Units	Price	Amount
2025-2026		Tools & Equipment Rental	1.00	16,000.00	16,000.00
01-60-662600	UNIFORMS		26,000.00		
	Budget Detail				
	Budget Code	Description	Units	Price	Amount
2025-2026		Uniform Replacements	1.00	19,000.00	19,000.00
2025-2026		Work Boot	1.00	7,000.00	7,000.00
01-60-662700	SAFETY		180,100.00		
	Budget Detail				
	Budget Code	Description	Units	Price	Amount
2025-2026		Consultant Services	1.00	90,000.00	90,000.00
2025-2026		Contract Training	1.00	30,000.00	30,000.00
2025-2026		Equipment/Supplies	1.00	11,000.00	11,000.00
2025-2026		In-House Training Material	1.00	2,000.00	2,000.00
2025-2026		NSC Dues and Subscriptions	1.00	2,900.00	2,900.00
2025-2026		Professional Development	1.00	10,000.00	10,000.00

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026 2025-2026			
2025-2026	Safety & First Aid	12.00	350.00	4,200.00	
2025-2026	Work Zone Safety/Lane Closure	15.00	2,000.00	30,000.00	
01-60-663100	PIPELINE REPAIRS	1,350,000.00			
Budget Detail					
Budget Code	Description	Units	Price	Amount	
2025-2026	Major Pipe Repair	1.00	550,000.00	550,000.00	
2025-2026	Manhole Repairs and Adjustments	1.00	300,000.00	300,000.00	
2025-2026	Meter Station Header Repairs	1.00	200,000.00	200,000.00	
2025-2026	Valve Assessments	1.00	300,000.00	300,000.00	
01-60-663200	CORROSION TESTING & MITIGATION	300,000.00			
Budget Detail					
Budget Code	Description	Units	Price	Amount	
2025-2026	Contract CP Services	1.00	150,000.00	150,000.00	
2025-2026	CP Maintenance	1.00	145,000.00	145,000.00	
2025-2026	Watchdog Parts and Repairs	1.00	5,000.00	5,000.00	
01-60-663300	REMOTE FACILITIES MAINTENANCE	278,000.00			
Budget Detail					
Budget Code	Description	Units	Price	Amount	
2025-2026	Door Replacements	3.00	15,000.00	45,000.00	
2025-2026	Fencing Repairs	1.00	1,000.00	1,000.00	
2025-2026	Hoist Inspections	1.00	3,000.00	3,000.00	
2025-2026	Minor Facility Repairs	1.00	40,000.00	40,000.00	
2025-2026	Quick Response Electrical Work	1.00	50,000.00	50,000.00	
2025-2026	Quick Response Non-Electrical Work	1.00	30,000.00	30,000.00	
2025-2026	Repair Parts	1.00	40,000.00	40,000.00	
2025-2026	Standpipe Cleaning	1.00	40,000.00	40,000.00	
2025-2026	Standpipe Driveway Sealing	1.00	25,000.00	25,000.00	
2025-2026	Tool Replacement	1.00	4,000.00	4,000.00	
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	93,000.00			
Budget Detail					
Budget Code	Description	Units	Price	Amount	
2025-2026	Engineering Consultant - Tollway	1.00	40,000.00	40,000.00	
2025-2026	JULIE Notification	4.00	11,500.00	46,000.00	
2025-2026	Locating Flags	1.00	2,000.00	2,000.00	
2025-2026	Paint for JULIE Locating	1.00	5,000.00	5,000.00	
01-60-663700	PIPELINE SUPPLIES	120,000.00			
Budget Detail					
Budget Code	Description	Units	Price	Amount	
2025-2026	CP Test Stations	1.00	20,000.00	20,000.00	
2025-2026	Misc Equipment	1.00	10,000.00	10,000.00	
2025-2026	Misc Supplies	1.00	90,000.00	90,000.00	
01-60-664000	MACHINERY & EQUIP- NON CAP	41,200.00			
Budget Detail					
Budget Code	Description	Units	Price	Amount	
2025-2026	Engineering Field Equipment	1.00	1,000.00	1,000.00	
2025-2026	Office Upgrades	12.00	700.00	8,400.00	
2025-2026	Pipeline Equipment Repairs	1.00	10,500.00	10,500.00	
2025-2026	Replacement Medeco XT Equipment	1.00	15,000.00	15,000.00	
2025-2026	Traffic Barricades Batteries	1.00	300.00	300.00	
2025-2026	Utility Vehicle Tools	1.00	6,000.00	6,000.00	
01-60-664100	REPAIRS & MAINT- VEHICLES	43,820.00			

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026 2025-2026			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Maintenance		12.00	3,000.00	36,000.00
2025-2026	Oil Changes		76.00	70.00	5,320.00
2025-2026	Supplies		5.00	500.00	2,500.00
01-60-664200	FUEL- VEHICLES	45,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	TM Bulk Fuel Purchase		24.00	1,875.00	45,000.00
01-60-664300	LICENSES- VEHICLES	3,300.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	City of Elmhurst		1.00	3,000.00	3,000.00
2025-2026	State of IL		2.00	150.00	300.00
Total ObjectCategory: 660 - WATER OPERATION:		136,817,618.56			

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026 2025-2026			
ObjectCategory: 680 - LAND & LAND RIGHTS					
01-60-681000	LEASES	1,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	ISTHA Pipe Crossings		1.00	500.00	500.00
2025-2026	ISTHA SCADA Antenna Use		1.00	500.00	500.00
01-60-682000	PERMITS & FEES	8,500.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Cook County Maywood Easemt		1.00	3,500.00	3,500.00
2025-2026	DPCH Permit Fees		5.00	200.00	1,000.00
2025-2026	Highway Permits		5.00	100.00	500.00
2025-2026	IEPA - DAQ-APC		1.00	2,500.00	2,500.00
2025-2026	Northbrook Site		1.00	1,000.00	1,000.00
Total ObjectCategory: 680 - LAND & LAND RIGHTS:		9,500.00			

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026 2025-2026			
ObjectCategory: 685 - CAPITAL EQUIP / DEPREC					
01-60-685100	COMPUTERS	74,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Misc Hardware and Repairs		1.00	6,000.00	6,000.00
2025-2026	Network Hardware		1.00	30,000.00	30,000.00
2025-2026	Printers / Scanner		4.00	750.00	3,000.00
2025-2026	Replacement Computers		10.00	1,000.00	10,000.00
2025-2026	Replacement Laptops		4.00	2,500.00	10,000.00
2025-2026	Tablet Devices		10.00	1,500.00	15,000.00
01-60-685200	OFFICE FURNITURE & EQUIPMT	20,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Office Furniture		2.00	10,000.00	20,000.00
01-60-685600	MACHINERY & EQUIPMENT	70,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	CL17 Analyzers at Meter Stations		5.00	10,000.00	50,000.00
2025-2026	Standpipe Mixer		2.00	10,000.00	20,000.00
01-60-685800	CAPITALIZED EQUIP	-90,000.00			
01-60-686000	VEHICLES	80,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	F150 Pickup - Pipeline/Remote Fac		1.00	80,000.00	80,000.00
01-60-686800	CAPITALIZED VEHICLE PURCHASES	-80,000.00			
01-60-692000	DEPRECIATION- TRANS MAINS	5,100,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	DEPRECIATION		1.00	5,100,000....	5,100,000.00
01-60-693000	DEPRECIATION- BUILDINGS	3,500,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	DEPRECIATION		1.00	3,500,000....	3,500,000.00
01-60-694000	DEPRECIATION-PUMPING EQUIPMENT	1,900,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	DEPRECIATION		1.00	1,900,000....	1,900,000.00
01-60-695200	DEPRECIATION- OFFICE FURN &	180,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	DEPRECIATION		1.00	180,000.00	180,000.00
01-60-696000	DEPRECIATION- VEHICLES	196,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	DEPRECIATION		1.00	196,000.00	196,000.00
Total ObjectCategory: 685 - CAPITAL EQUIP / DEPREC:		10,950,000.00			

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026 2025-2026			
ObjectCategory: 710 - CONSTRUCTION IN PROGRESS					
01-60-722200	DPPS BUILDINGS REHAB & MAINT	300,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	DPPS Building Improvements		1.00	200,000.00	200,000.00
2025-2026	Fire Alarm Panel Replacement		1.00	100,000.00	100,000.00
01-60-722202	DPPS VALVE REPLACEMENT	600,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Emergency Sump Pump Replacement		1.00	100,000.00	100,000.00
2025-2026	Valve Replacement (Discharge Header)		1.00	500,000.00	500,000.00
01-60-741000	REMOTE FACILITIES REHAB & MAINT	150,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Meter Station Roof and Siding Replacements		1.00	150,000.00	150,000.00
01-60-751000	TRANSMISSION MAINS	20,000,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Waterlink		1.00	20,000,000.00	20,000,000.00
01-60-751200	CATHODIC PROTECTION	500,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Cathodic Protection/Construction		1.00	500,000.00	500,000.00
01-60-771000	VALVE REHAB & REPLACEMENT	500,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	ROV and Large Valve Repairs and Upgrades		1.00	500,000.00	500,000.00
01-60-771100	METER REPLACEMENT	150,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Register Replacements		1.00	150,000.00	150,000.00
01-60-771200	CONDITION ASSESSMENT	520,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Backup Telemetry System		1.00	20,000.00	20,000.00
2025-2026	Condition Assessment and Related Projects		1.00	500,000.00	500,000.00
01-60-771700	REPLACEMENT OF SCADA SYSTEM	4,450,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Replacement of SCADA System		1.00	4,250,000.00	4,250,000.00
2025-2026	Security System Upgrade		1.00	200,000.00	200,000.00
01-60-772500	ALTERNATIVE WATER SOURCE	5,000,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Alternative Water Source		1.00	5,000,000.00	5,000,000.00
01-60-798000	CAPITALIZED FIXED ASSETS	-32,170,000.00			
Total ObjectCategory: 710 - CONSTRUCTION IN PROGRESS:		0.00			

Budget Listing

For Fiscal: 2025-2026 Period Ending: 05/31/2025

Account Number	Account Name	2025-2026			
		2025-2026			
ObjectCategory: 850 - ESCROW FUNDED CONSTRUCTION					
01-80-850001	METERING STATION	3,250,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Lombard 5th Connection		1.00	3,250,000....	3,250,000.00
01-80-852001	AQUA ILLINOIS	2,000,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Aqua Illinois - Oak Brook Area Zone Connections		1.00	2,000,000....	2,000,000.00
01-80-852010	MONTGOMERY/OSWEGO/YORKVILLE	199,500,000.00			
Budget Detail					
Budget Code	Description		Units	Price	Amount
2025-2026	Construction		1.00	176,000,00...	176,000,000....
2025-2026	Engineering		1.00	20,500,000..	20,500,000.00
2025-2026	Legal/Property Interests		1.00	3,000,000....	3,000,000.00
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED ASSETS	-204,750,000.00			
Total ObjectCategory: 850 - ESCROW FUNDED CONSTRUCTION:		0.00			
Total Expense:		158,637,087.16			
Report Total:		-9,737,185.88			



Ordinance #: O-2-25

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/1/2025

Description: An Ordinance Establishing a Rate for Operation and Maintenance Costs for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026

Agenda Section: Finance Committee

Originating Department: Finance

Ordinance No. O-2-25 would establish a rate of \$5.80 per 1,000 gallons of water for Operation and Maintenance Costs for the period of May 1, 2025 through April 30, 2026 in accordance with the Annual Management Budget that appears on the agenda as Ordinance No. O-2-24 and that was approved for distribution in tentative form at the February 20, 2025, Board meeting.

Recommended Motion:

To adopt Ordinance No. O-2-25

DUPAGE WATER COMMISSION

ORDINANCE NO. O-2-25

AN ORDINANCE ESTABLISHING A RATE FOR
OPERATION AND MAINTENANCE COSTS
FOR THE FISCAL YEAR COMMENCING
MAY 1, 2025 AND ENDING APRIL 30, 2026

WHEREAS, pursuant to Section 11-135-5 of the Illinois Municipal Code, 65 ILCS 5/11-135-5, the DuPage Water Commission (the "Commission") is required to establish, by ordinance, rates and charges for water which are sufficient at all times to pay, among other things, Operation and Maintenance Costs; and

WHEREAS, pursuant to that certain Water Purchase and Sale Contract dated as of January 18, 2024, by and between the Commission and its Contract Customers (the "Customer Contract"), Operation and Maintenance Costs payable by the Contract Customers in each Fiscal Year are determined and assessed by the Commission proportionately in accordance with the provisions of Subsection 7(k) of the Customer Contract; and

WHEREAS, the Commission prepared and submitted to the Contract Customers a tentative budget for the Fiscal Year commencing May 1, 2025, and ending April 30, 2026 (the "Covered Fiscal Year"), as required by Subsection 7(k) of the Customer Contract (the "Tentative Budget"); and

WHEREAS, due notice having been given, a hearing was held on the Tentative Budget at which time the Contract Customers were heard; and

WHEREAS, after full review and consideration, the Commission has determined that that it is reasonable, necessary, and sufficient for the Commission to approve and adopt the stated price of \$5.80 per 1,000 gallons of water delivered as and for the rate to be charged to all Contract Customers for Operation and Maintenance Costs in the Covered Fiscal Year.

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

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

SECTION TWO: Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Customer Contract.

SECTION THREE: A rate of \$5.80 per 1,000 gallons of water delivered shall be and it hereby is established for Operation and Maintenance Costs for the Covered Fiscal Year. The rate for Operation and Maintenance Costs established pursuant to this Ordinance for the Covered Fiscal Year shall apply equally to Contract Customers and Subsequent Customers and shall be in addition to, and not in lieu of or as a credit against, any and all other costs, fees, or charges imposed by the Customer Contract or any Subsequent Contract.

SECTION FOUR: Notwithstanding any other provision of this Ordinance, at any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water Allocation bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period.

SECTION FIVE: The rate for Operation and Maintenance Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be subject to change by amendatory ordinance approved in the same manner as this Ordinance and in accordance with the notice and hearing requirements of Subsection 7(k) of the Customer Contract

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors; provided, however, that Section Three of this Ordinance shall be of no force or effect until May 1, 2025.

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

ADOPTED THIS ___ DAY OF _____, 2025.

ATTEST:

James F. Zay, Chairman

EXHIBIT 1

DELETE PAGE IF NO ATTACHMENT



Ordinance #: O-3-25

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/1/2025

Description: **An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026**

Agenda Section: Finance Committee

Originating Department: Finance

Ordinance No. O-3-25 would establish a rate for Fixed Costs for FY 2025/2026 a Contract Customer rate of \$0.00 per 1,000 gallons in accordance with the Annual Management Budget that appears on the agenda as Ordinance No. O-1-25.

Recommended Motion:

To adopt Ordinance No. O-3-25

DUPAGE WATER COMMISSION

ORDINANCE NO. O-3-25

AN ORDINANCE ESTABLISHING FIXED COSTS TO
BE PAYABLE BY EACH CONTRACT CUSTOMER
FOR THE FISCAL YEAR COMMENCING
MAY 1, 2025 AND ENDING APRIL 30, 2026

WHEREAS, pursuant to Section 11-135-5 of the Illinois Municipal Code, 65 ILCS 5/11-135-5, the DuPage Water Commission (the “Commission”) is required to establish, by ordinance, rates and charges for water which are sufficient at all times to pay, among other things, Operation and Maintenance Costs; and

WHEREAS, pursuant to that certain Water Purchase and Sale Contract dated as of January 18, 2024, by and between the Commission and its Contract Customers (the “Customer Contract”), Operation and Maintenance Costs payable by the Contract Customers in each Fiscal Year are determined and assessed by the Commission proportionately in accordance with the provisions of Subsection 7(k) of the Customer Contract; and

WHEREAS, the Commission prepared and submitted to the Contract Customers a tentative budget for the Fiscal Year commencing May 1, 2025, and ending April 30, 2026 (the “Covered Fiscal Year”), as required by Subsection 7(k) of the Customer Contract (the “Tentative Budget”); and

WHEREAS, due notice having been given, a hearing was held on the Tentative Budget at which time the Contract Customers were heard; and

WHEREAS, the Tentative Budget contained an estimate of Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year in a stated aggregate dollar amount of \$0.00, which amount is generally allocated among Contract Customers based upon each Contract Customer’s proportionate share of such Fixed Costs that such Contract Customer’s Full Water Requirements or Minimum Take or Pay Requirements, as applicable, bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers for the period between January 1, 2023, and December 31, 2024; and

WHEREAS, the Tentative Budget contained an estimate of Fixed Costs, in the aggregate, for the Covered Fiscal Year in a stated aggregate dollar amount of \$0.00; and

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary, and sufficient for the Commission to approve and adopt the stated aggregate dollar amount of \$0.00 as and for the amount of Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year.

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

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

SECTION TWO: Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Customer Contract.

SECTION THREE: The Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year shall be and they hereby are established in the aggregate dollar amount of \$0.00, which amount is generally allocated among Contract Customers based upon each Contract Customer's proportionate share of such Fixed Costs that such Contract Customer's Full Water Requirements bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers for the period between January 1, 2024, and December 31, 2025. Each Contract Customer's proportionate share of Fixed Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be in addition to, and not in lieu of or as a credit against, any and all other costs, fees, or charges imposed by the Customer Contract or applicable Subsequent Contract.

SECTION FOUR: The Fixed Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be subject to change by amendatory ordinance approved in the same manner as this Ordinance.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors; provided, however, that Section Three of this Ordinance shall be of no force or effect until May 1, 2025.

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

ADOPTED THIS ___ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/O-3-25.docx

DELETE PAGE IF NO ATTACHMENT



Ordinance #: O-4-25

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/1/2025

Description: Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026

Agenda Section: Finance Committee

Originating Department: Finance

Ordinance No. O-4-25 would approve and adopt the Combined Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026 as required by the Commission's By-Laws and the Illinois Municipal Budget Law (50 ILCS 330/1 *et seq.*).

The ordinance is based on the fiscal year 2025-26 Management Budget plus a factor designed to allow the Board of Commissioners the ability to expend all funds available to it during the fiscal year if necessary even though the Management Budget does not contemplate so doing. Personnel costs have been appropriated at 105% of budget. All other operating expenditures and all construction expenditures were appropriated at an amount at least 135% of budget with the exception of cost of water purchases and depreciation expense, which were appropriated at 125%. The fiscal year 2025-26 Management Budget still provides the criteria for management analysis.

Recommended Motion:

To adopt Ordinance No. O-4-25

DuPAGE WATER COMMISSION

ORDINANCE NO. O-4-25

ANNUAL BUDGET AND
APPROPRIATION ORDINANCE
FOR THE FISCAL YEAR COMMENCING
MAY 1, 2025 AND ENDING APRIL 30, 2026

BE IT ORDAINED by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook, Will, and Kane Illinois, as follows:

SECTION ONE: That the following sums are authorized by law and the same are hereby appropriated for the Water Fund, the Revenue Bond Construction Fund, the Corporate Fund and the Arbitrage Rebate Fund of the DuPage Water Commission, for the objects and purposes hereinafter specified during the fiscal year commencing May 1, 2025 and ending April 30, 2026 and that the sums of money hereinafter set forth are deemed necessary to defray all necessary expenses and liabilities of the DuPage Water Commission for said period:

Ordinance No. O-4-25
DU PAGE WATER COMMISSION
BUDGET AND APPROPRIATION ORDINANCE
MAY 1, 2025 TO APRIL 30, 2026

ACCT #	ACCOUNT TITLE	BUDGET/ APPROPRIATION AMOUNT

WATER FUND RESOURCES		
01-511000	OPERATIONS & MAINTENANCE PAYMENTS	146,198,007
01-512000	FIXED COST PAYMENTS	-
01-513000	SUBSEQUENT CUSTOMER RATE DIFFERENTIAL	-
01-514000	EMERGENCY WATER SERVICE	24,620
01-581000	INTEREST INCOME	2,677,274
01-590000	OTHER INCOME	-
	TOTAL WATER FUND REVENUES	<u>148,899,901</u>

WATER FUND EXPENDITURES

01-234000	REVENUE BOND PRINCIPAL PAYMENTS	0
01-232200	CAPITAL LEASE PRINCIPAL PAYMENTS	0
01-60-611000	SALARIES OF COMMISSION PERSONNEL	5,197,920
01-60-612000	PERSONNEL - PENSION, INSURANCE AND TAXES	1,916,916
01-60-613000	PERSONNEL - TRAINING, DEVELOPMENT AND TRAVEL	172,043
01-60-619000	OTHER PERSONNEL EXPENSES	24,360
01-60-621000	WATER CONSERVATION	17,550
01-60-623000	COST OF INVESTMENT FEES AND BANK CHARGES	251,100
01-60-625000	LEGAL SERVICES AND NOTICES	238,950
01-60-626000	AUDIT SERVICES	47,250
01-60-628000	CONSULTING SERVICES	749,385
01-60-629000	CONTRACTUAL SERVICES	1,255,743
01-60-640000	INSURANCE COVERAGES	1,583,955
01-60-651000	OCCUPANCY COSTS	340,821
01-60-652000	OFFICE SUPPLIES AND PUBLICATIONS	54,743
01-60-653000	PRINTING AND POSTAGE EXPENSES	21,735
01-60-654000	PROFESSIONAL DUES	30,274
01-60-655000	COST OF REPAIRS AND MAINT. OF OFFICE EQUIPMENT	11,907
01-60-656000	REPAIRS AND MAINTENANCE OF BUILDINGS	356,400
01-60-659000	COMPUTER SOFTWARE & LICENSING	273,983
01-60-659100	OTHER ADMINISTRATIVE EXPENSES	27,000
01-60-661100	COST OF WATER PURCHASES	162,802,936
01-60-661200	ELECTRIC UTILITY EXPENSES	3,982,500
01-60-661300	PURCHASE OF WATER CHEMICALS	78,165
01-60-661400	COST OF WATER TESTING	160,650
01-60-662000	PUMP STATION OPERATIONS	1,584,968
01-60-663000	COST OF REPAIRS AND MAINTENANCE OF PIPELINES	2,890,350
01-60-664000	COST OF REPAIRS AND MAINT. OF VEHICLES & EQUIPMENT	179,982
01-60-680000	LAND AND RIGHT-OF-WAY ACQUISITION COSTS	12,825
01-60-685000	COST OF FURNITURE & EQUIPMENT PURCHASES	221,400
01-60-686000	COST OF MOTOR VEHICLES PURCHASES	108,000
01-60-690000	DEPRECIATION EXPENSES	13,595,000
01-60-700000	COMMISSION CAPITAL PROJECTS	43,429,500
01-60-798000	COST OF CAPITALIZED FIXED ASSETS	0
01-60-799000	CONTINGENCY	44,625,791
		<hr/>
	TOTAL WATER FUND EXPENDITURES	286,244,100
		<hr/>
	WATER FUND REVENUE OVER (UNDER) EXPENDITURES	(137,344,199)
	ESTIMATED AVAILABLE WATER FUND BALANCES 05/01/2025	137,344,199
	AVAILABLE WATER FUND BALANCES 04/30/2026	<hr/> <hr/> 0
		<hr/>
	ESTIMATED AVAILABLE WATER FUND BALANCES	05/01/25

	Cash and Cash Equivalents	13,369,284
	Investments	134,608,880
	Accounts Payable	(10,633,965)
	TOTAL ESTIMATED AVAILABLE WATER FUND BALANCES	<hr/> <hr/> 137,344,199

SECTION TWO: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors; provided, however, that Section Two of this Ordinance shall be of no force or effect until May 1, 2025.

SECTION THREE: This Ordinance shall be available for public inspection at the office of the DuPage Water Commission.

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

ADOPTED THIS ___ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/O-4-25.docx

CERTIFICATION OF BUDGET/APPROPRIATION IN
ACCORDANCE WITH CHAPTER 35 SECTION
200/19-50 ILLINOIS COMPILED STATUES

The undersigned, being Clerk and Treasurer of the Taxing District below named, do hereby certify that attached hereto is a true and correct copy of the Budget/Appropriation of said District for its 2025/2026 fiscal year, adopted April 17, 2025.

We further certify that the estimate of revenues, by source, anticipated to be received by said Taxing District, either set forth in said document or attached hereto separately, is a true statement of said estimate.

Danna Mundall
Clerk
DuPage Water Commission

William Fates
Treasurer
DuPage Water Commission

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified Clerk of the DuPage Water Commission, Counties of DuPage, Cook, Will and Kane, Illinois, and as such Clerk, I am the keeper of the official journal of proceedings, books, records, minutes, and files of the DuPage Water Commission and of the Board of Commissioners thereof.

I do further certify that the attached is a full, true and complete copy of the Ordinance No. O-4-25 Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of the DuPage Water Commission this _____ day of _____, 2025.

Danna Mundall
Clerk

(seal)



Resolution #: R-38-25

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/9/2025

Description: **A Resolution Authorizing a Second Amendment to the Investment Advisory Agreement with PFM Asset Management LLC**

Agenda Section: Finance Committee

Originating Department: Finance

On February 20, 2012, the Commission entered into an investment advisory agreement with PFM Asset Management LLC, which was amended on February 20, 2015. The attached would be the second amendment to the original agreement. The amendment would authorize PFM to begin managing an additional sub-portfolio named Waterlink.

All provisions of the Original Agreement shall remain in full force and effect, including that authorized investments shall include only those investments which are currently authorized by applicable state investment statutes as limited by the Commission's investment policy. The Waterlink portfolio will be managed to same benchmark as the Commission's General Account which is the 3-Month Treasury Bill Index

Recommended Motion:

To adopt Resolution No. R-38-25.

RESOLUTION NO. R-38-25

**A RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE INVESTMENT ADVISORY AGREEMENT
WITH PFM ASSET MANAGEMENT LLC**

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 and PFM ASSET MANGEMENT LLC, predecessor to Advisor, entered into an Investment Advisory Agreement dated as of February 20, 2012, as amended February 20, 2015 (the “Original Agreement”); and

WHEREAS, the Commission has requested that Advisor amend the Original Agreement to reflect that Advisor will begin managing an additional sub-portfolio named Waterlink; and

WHEREAS, the Original Agreement, as amended by this Amendment, is referred to herein as the “Agreement.”

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 Agreement shall be amended in accordance with the terms set forth in the Second Amendment to Investment Advisory Agreement (“Second Amendment”) attached hereto and incorporated herein as Exhibit “A”. The General Manager of the Commission shall be and hereby is authorized to execute said Second Amendment.

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

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

ADOPTED THIS ___ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-38-25.docx

EXHIBIT 1

DELETE PAGE IF NO ATTACHMENT

SECOND AMENDMENT TO INVESTMENT ADVISORY AGREEMENT

THIS AMENDMENT TO INVESTMENT ADVISORY AGREEMENT is made as of April __, 2025 (the “Amendment”), is entered into between THE DUPAGE WATER COMMISSION (hereinafter the “Client”), and PFM ASSET MANAGEMENT, a division of U.S. BANCORP ASSET MANAGEMENT, INC., a Delaware corporation (hereinafter the “Advisor”). The Client and Advisor may be referred to collectively as the “Parties.”

WHEREAS, the Client and PFM ASSET MANGEMENT LLC, predecessor to Advisor, entered into an Investment Advisory Agreement dated as of February 20, 2012, as amended February 20, 2015 (the “Original Agreement”); and

WHEREAS, the Client has requested that Advisor amend the Original Agreement to reflect that Advisor will begin managing an additional sub-portfolio named Waterlink; and

WHEREAS, the Original Agreement, as amended by this Amendment, is referred to herein as the “Agreement.”

NOW, THEREFORE, the Client and Advisor, in consideration of the premises and mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

1. The first sentence of Section 1(a) of the Original Agreement is amended and restated in its entirety to read as follows:
 - (a) *Managed Funds*. The Client hereby engages the Advisor to service as investment advisor under the terms of this Agreement with respect to the Initial Funds and such other funds as the client may from time to time assign by written notice to the Advisor (collectively, the “Managed Funds”) including the funds added in April 2025 identified as “Waterlink,” and the Advisor accepts such engagement provided that, for the avoidance of doubt, the Managed Funds shall not include the Principal and Interest Accounts held with the Trustee.
2. Except as provided herein, all provisions of the Original Agreement shall remain in full force and effect including that authorized investments shall include only those investments which are currently authorized by applicable state investment statutes as limited by the Client’s investment policy. The Waterlink portfolio will be managed to same benchmark as the Client’s General Account which is the 3-Month Treasury Bill Index.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their authorized representatives as of the date set forth in the first paragraph of this Amendment.

THE DUPAGE WATER COMMISSION

By: _____

Name:

Title:

PFM ASSET MANAGEMENT, a division U.S. BANCORP
ASSET MANAGEMENT, INC.

By: _____

Name: Michael Murray

Title: Managing Director



Resolution #: N/A

Account: 01-60-613301; \$1,650

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025
Description: Approval of Professional Development Travel and Expenses
Agenda Section: Administration Committee
Originating Department: Administration

The following are approved budgeted expenditures in FY 24/25, and proposed in FY 25/26, for Commission employees to attend professional development training programs and/or conferences in FYQ1 including early discount registrations, lodging and other fares, if applicable. Details of each event are attached

Location/Event		Budgeted/Estimated	
Dates	Description	Attendees	Expenditure
June 10-16, 2025	Attend the InfoComm Conference on Communication Technology	Systems Engineer and IT Supervisor	\$1,650 (includes Registration/Transportation/Lodging and Per Diems)

Recommended Motion:

To authorize the Estimated Expenditures for professional training as included in the approved FY-24/25 and proposed FY-25/26 Management Budget and as listed above.

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

Request Date	April 17, 2025
Name of Attendee	██████████
Job Title	Systems Engineer & IT Supervisor
Department	Systems and IT Department

Purpose of Travel	Attend the InfoComm annual conference, the largest AV and communication technology exhibition in North America. Attendance will provide a learning opportunity and exposure to new AV and communication equipment/systems, as well as provide the opportunity to meet vendors and manufacturers in anticipation of future AV system implementation and upgrades.
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Destination	Orlando, FL
Date of Departure	June 10, 2025
Date of Return	June 16, 2025

Please indicate the estimated amount for each applicable expense:

Registration:	\$0.00
(Airfare, Transfers, Ride-Share) Transportation:	\$650.00
Lodging:	\$700.00
Miscellaneous (ex. parking):	\$00.00
Rental Car:	\$0.00
Reference Materials	\$0.00
Meals: (per diems)	\$300.00
Total Estimated Expense:	\$1,650.00

Recommendations for Approval:

Department Head:	██████████	Date:	04/02/2025
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Resolution #: R-25-25

Account: 01-60-629000

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: **A Resolution Authorizing the Execution of a Consulting Agreement with CDW-G for IT Cyber Security.**

Agenda Section: Administration Committee

Originating Department: Systems & Information Technology

Resolution No. R-25-25 would approve a Consulting and Network Cyber Security Services Agreement with CDW-G in connection with the Commission's Administrative and SCADA Networks for a twelve-month term.

The Commission utilizes the Administrative and SCADA Networks to perform critical daily operating tasks. Cybercrime is becoming an increasingly prolific threat to public utilities, and historically the Commission has used a variety of IT security solutions to address basic network security. The Commission's objective for IT and OT Cyber Security is to be at the forefront protecting our critical enterprise and control network systems.

With the escalation of cyberattacks against critical infrastructure and utilities, the Commission enhanced its IT security with Mandiant's Managed Defense service in 2018, formerly known as FireEye. This service provides round-the-clock monitoring, mitigation, and remediation support against various cybersecurity breaches and threat actors. It has proven useful in blocking malicious attacks, protecting our systems from ransomware and malware, and continuously safeguarding our network and end users. The Mandiant Enterprise Network Security solution enables rapid detection and response to evasive threats missed by traditional defenses, across network/web, email, local devices, and file systems.

The Mandiant Managed Defense service is broken down into two cost elements: the NX appliance licensing and bandwidth capacity, and the annual cost for the managed defense team coverage and

support. This year's renewal of the managed defense service will be \$133,137.69 compared to last year's service agreement, which came at a cost of \$132,719.15. While there were no significant modifications to the services this year, the price has increased due to an adjustment to the appliance licensing cost and bandwidth capacity.

Being critical infrastructure, the Commission staff recommends the continued use of the Mandiant service under CDW-G and authorize the General Manager to execute a twelve-month agreement with CDW-G in the amount of \$133,137.69.

Motion to approve Resolution No. R-25-25.

Recommended Motion:

Motion to approve Resolution No. R-25-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-25-25

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT
WITH CDW-G FOR CYBER SECURITY 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 DuPage Water Commission staff desires to enter into a consulting agreement setting forth the terms and conditions pursuant to which the Commission will obtain continuous Cyber Security monitoring and mitigation through CDW-G to be approved by the Commission; and

WHEREAS, the DuPage Water Commission staff is recommending the renewal of the Cyber Security monitoring and mitigation services;

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

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

EXHIBIT 1

Statement of Work for Standalone Google Cloud Services

This Statement of Work (“Statement of Work” or “SOW”) is made and entered into on April 3, 2025 (the “SOW Effective Date”) by and between CDW Government, LLC (“Seller”) and DUPAGE WATER COMMISSION (“Customer”).

SERVICES DESCRIPTION

Description of Google Cloud Services

The Google cloud services made available by Seller for Customer under this Statement of Work (“Google Cloud Services”) shall consist of the following:

- Google Cloud Platform
- Google SecOps - Mandiant
- CDW Elastic Engineering Support

Governing Terms

The Customer and Seller (individually “Party” or together “Parties”) acknowledge and agree that this SOW and Customer's purchase of the Google Cloud Services under this SOW shall be governed by the “Sales and Service Projects” terms accessed via the “Terms & Conditions” link at www.cdw.com on Seller’s website unless Customer has entered into a written agreement with Seller covering Customer’s purchase of services from Seller (“Agreement”). References in the Agreement to a SOW or a Work Order apply to this SOW.

Customer’s use of the Google Cloud Services (other than Looker Google Cloud Services and SecOps Google Cloud Services which are subject to additional terms as set forth below), shall be exclusively governed by and subject to the terms of the Google Cloud Master Agreement and Google Cloud Platform Services Schedule attached to this SOW as Exhibit A, to which the Parties agree to be bound.

Customers’ use of the Google Cloud Services that consist of SecOps Google Cloud Services (including Mandiant), shall be exclusively governed by and subject to the Google Cloud Master Agreement and SecOps Product Schedule attached to this SOW as Exhibit B, to which the Parties agree to be bound.

If Customer elects to provision or use any Google Cloud Services that consists of Looker Google Cloud Services, Customer’s use of the Looker Google Cloud Services shall be exclusively governed by and subject to the terms of the Google Cloud Master Agreement and Looker Services Schedule attached to this SOW as Exhibit C, to which the Parties agree to be bound.

In addition, if Customer is purchasing any third-party vendor products through Google Marketplace (“Marketplace Transactions”), Customer also agrees to be bound by the Terms for the Resale of Google Marketplace Products located at [google-cloud-services-terms-of-use.pdf\(cdw.com\)google-cloud-services-terms-of-use.pdf\(cdw.com\)](http://google-cloud-services-terms-of-use.pdf(cdw.com)google-cloud-services-terms-of-use.pdf(cdw.com)) (“Google Services Terms of Use”), as such terms may be updated from time to time by Seller.

Services Fees

The total fees for Google Cloud Services under this SOW (collectively, “Services Fees”) are as follows:

- The monthly fees for the Google Cloud Services;
- Google SecOps Mandiant Subscription Fees (See Table below);
- Elastic Engineering Services Fee (See Table below);
- Applicable taxes

Mandiant Subscription – See chart below:

Description	Services Start Date	Services End Date	Term (Months)	Units	Total Price (Annual)
Managed Defense Full Coverage Base	May 8, 2025	May 7, 2026	12	1	\$126,435.54
Managed Defense Full Coverage Node	May 8, 2025	May 7, 2026	12	200	\$6,702.16
Google SecOps Mandiant Consumption-Based Service Total:			\$133,137.69		

Seller will invoice Customer for the Google SecOps Mandiant annual subscription fee of \$133,137.69 plus any applicable taxes on the SOW Effective Date. For all other Google Cloud Services, including any Google SecOps Mandiant Units in excess of such Units set forth in the table above, Seller will invoice Customer monthly in arrears for the Google Cloud Services based on actual consumption and for any applicable taxes. Seller will invoice Customer for any Marketplace Transactions, monthly in arrears or as otherwise specified in the applicable Marketplace Transaction. If Customer uses any Google Cloud Services (including the Sec Ops Google Cloud Services) after the Initial Subscription Term (as defined below), Seller will invoice Customer in arrears for Customer's consumption of such Google Cloud Services based on actual usage. The Parties agree that there will be no travel required in connection with the Google Cloud Services. Therefore, neither travel time nor direct expenses will apply to the Google Cloud Services. All Services Fees paid to Seller are non-refundable.

The Elastic Engineering Services Fee will be invoiced monthly in arrears and charged on a time and materials basis, at the hourly rate(s) set forth below.

Elastic Engineering	\$255/hour
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Contact Person(s)

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve Google Cloud Services made available by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller.

The Parties' Contact Persons shall be authorized to approve changes to the Google Cloud Services under this SOW.

Term and Termination

This SOW will be effective as of the date of Seller's signature for the subscription term set forth in the Service Fee Section above (the "Initial Subscription Term"). Following the Initial Subscription Term, if Customer continues to use the Google Cloud Services (including the Sec Ops Google Cloud Services), this SOW shall continue on a month-to-month basis until either Party provides the other Party with a notice of termination with an effective date at least thirty (30) from the end of the then current month.

Notwithstanding anything in the Agreement to the contrary, the Parties agree that they shall have the following termination rights and obligations upon termination relative to this SOW:

1. Breach. Seller and Customer may terminate this SOW if the other Party materially breaches any of its obligations under this SOW and such breach is not cured within thirty (30) days of breaching Party's receipt of written notice specifying the breach, or if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

- 2. Convenience. Either Party may terminate this SOW for convenience by providing sixty (60) days' written notice of such termination to the other Party.

Notwithstanding anything in the Agreement to the contrary, upon termination of this SOW for any reason, Customer will pay Seller for all Google Cloud Services through the effective date of termination.

Notwithstanding anything in the Agreement to the contrary, in addition to Seller's right to terminate the SOW as provided for herein, Seller may suspend all or part of Customer's access to the Google Cloud Services (i) if Customer is delinquent on payment obligations; (ii) upon receipt of a subpoena or law-enforcement request; or (iii) when Seller has a commercially reasonable belief that Customer has breached this SOW or that Customer's use of the Google Cloud Services poses an imminent security risk.

Additional Terms, Limitations and Disclaimers

Seller may change all or any portion of the infrastructure and IT systems and tools used to provide the Google Cloud Services at any time if Seller, in its sole discretion, determines such change is necessary or desirable, but Seller agrees to perform modification(s) in a manner that does not result in any permanent, materially adverse alteration to the Google Cloud Services provided to Customer under this SOW.

Notwithstanding anything in the Agreement to the contrary, subject to the limited rights expressly granted hereunder, Seller reserves, for itself and on behalf of Google LLC and its affiliates, all rights, title and interest in and to the Google Cloud Services, including all related systems and intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

Change Orders

A Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully-executed Change Order and those set forth in this SOW or a prior fully-executed Change Order, the terms and conditions of the most recent fully-executed Change Order shall prevail.

Miscellaneous and Signatures

All of the terms and conditions of the Agreement are incorporated into and made a part of this SOW. Where a conflict exists between the documents comprising the SOW, the following descending order of precedence applies (except as otherwise expressly amended in this SOW): (a) Exhibits to this SOW or Google Services Terms of Use, (b) this SOW, and (c) the Agreement. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

In acknowledgement that the Parties below have read and understood this SOW and agree to be bound by it, each Party has caused this SOW to be signed and transferred by its respective authorized representative.

CDW GOVERNMENT, LLC

DUPAGE WATER COMMISSION

By: _____
Name: _____
Title: _____
Phone: _____
E-mail: _____
Date: _____

By: _____
Name: _____
Title: _____
Phone: _____
E-mail: _____
Date: _____

Mailing Address:
200 N. Milwaukee Ave.
Vernon Hills, IL 60061

Mailing Address:
Street: _____
City/ST/ZIP: _____
Billing Contact: _____
Street: _____
City/ST/ZIP: _____

- A purchase order for payment under this SOW is attached.
 - A purchase order is not required for payment under this SOW.
- Services Manager _____

Exhibit A GOOGLE CLOUD MASTER AGREEMENT AND GOOGLE CLOUD PLATFORM SERVICES SCHEDULE

Redline edit of public sector 2.7 (carahsoft.com)

https://static.carahsoft.com/concrete/files/9316/8873/0630/US_Public_Sector_CMA_flowdowns_3.24.23_-_SecOps.pdf

[https://static.carahsoft.com/concrete/files/4116/6981/5918/US Public Sector CMA flowdowns 11.4.22 - Looker.pdf](https://static.carahsoft.com/concrete/files/4116/6981/5918/US_Public_Sector_CMA_flowdowns_11.4.22_-_Looker.pdf)



Resolution #: R-37-25

Account: 01-60-772500

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 04/10/2025

Description: A Resolution authorizing an Intergovernmental Agreement with the Northwest Suburban Municipal Joint Action Water Agency to provide funding for Regional Source Water Project: Joint Studies and Technical Advisor

Agenda Section: Administration Committee

Originating Department: Administration

DWC has completed various Source Water Studies which have validated the technical feasibility and financial viability of an alternative Regional Source Water Project, and purchased a site for the prospective Water Treatment Plant in April, 2024. NSMJAWA has been engaged as a participant in this regional initiative and has previously shared costs for the feasibility studies. This project is now positioned to move into the next stage, and the FY 2025-26 Budget includes funds to select a Technical Advisor Team. The solicitation for this service is currently active, and staff expect to bring a recommendation to the Board at the May meeting for approval.

NSMJAWA has agreed to participate in the costs associated with the Technical Advisor; the proposed IGA is similar to the document which was approved between NSMJAWA and DWC in July 2023 to facilitate shared funding for previous studies performed to advance this project. The contract for the Technical Advisor will be held and managed by DWC, with 30% reimbursement of costs by NSMJAWA.

Recommended Motion:

It is recommended that Resolution R-37-25 be approved, authorizing an IGA with NSMJAWA to fund services for a Regional Source Water Project Technical Advisor.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-37-25

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION AND THE NORTHWEST SUBURBAN MUNICIPAL JOINT ACTION WATER AGENCY FOR JOINT STUDIES AND A TECHNICAL ADVISOR – REGIONAL SOURCE WATER PROJECT

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 is a public agency within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and is authorized by Article VII, Section 10 of the Constitution of the State of Illinois to enter into intergovernmental agreements; and

WHEREAS, the Commission has obtained various engineering studies regarding source water alternatives; and

WHEREAS, the Northwest Suburban Municipal Joint Action Water Agency (“NSMJAWA”) and the DuPage Water Commission (DWC) have previously participated in sharing costs to advance a regional source water alternatives project, and desire to continue this cost-sharing practice; and

WHEREAS, the parties agree that an Owner’s Technical Advisor should be selected regarding the preliminary activities associated with advancing the regional source water project; and

WHEREAS, the parties have agreed to share the costs of the Owner’s Technical Advisor; and

WHEREAS, the parties have agreed in principle on the terms of an Intergovernmental Agreement regarding the sharing of costs for the Owner’s Technical Advisor (a copy of which is attached hereto and incorporated herein as Exhibit 1);

WHEREAS, the Commission desires to enter into the Intergovernmental Agreement and finds it to be in the best interests of the Commission and its customers to do so;

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 Intergovernmental Agreement in substantially the form attached hereto and by this reference incorporated herein and made apart hereof as Exhibit 1, shall be and hereby is approved. The General Manger shall be and hereby is authorized to execute the Intergovernmental Agreement in substantially the form attached hereto as Exhibit 1.

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

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

ADOPTED THIS ___ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/R-37-25.docx

EXHIBIT 1

DELETE PAGE IF NO ATTACHMENT

INTERGOVERNMENTAL AGREEMENT BETWEEN NORTHWEST SUBURBAN MUNICIPAL JOINT ACTION WATER AGENCY AND DuPAGE WATER COMMISSION REGARDING JOINT STUDIES

This Intergovernmental Agreement (the “Agreement”) dated the ____ day of _____, 2025 between the DuPage Water Commission (“DWC”), a county water commission and public corporation under 65 ILCS 5/11-135-1 *et seq.*, and the Northwest Suburban Municipal Joint Action Water Agency (“NSMJAWA”), a joint action water agency and body politic under 5 ILCS 220/3.1 (individually the “Party” and collectively the “Entities”).

WITNESSETH:

WHEREAS, the Entities have been organized under the laws of the State of Illinois to supply water within their territorial limits; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 authorizes units of local government to cooperate with each other to accomplish common goals and objectives; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any power or powers, privilege or authority exercised, or which may be exercised by a public agency of this State, may be exercised and enjoyed jointly with any other public agency; and

WHEREAS, the Entities are units of local governments as defined in the Illinois Constitution; and

WHEREAS, the Entities are public agencies pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the Entities recognize the need to cooperate in the planning for the receipt and supplying of water to their customers; and

WHEREAS, the Entities currently own and operate waterworks systems as suppliers of Lake Michigan water to the Commissions’ member customers; and

WHEREAS, the Entities currently receive Lake Michigan water from the external source water producers; and

WHEREAS, the Entities are in discussions and negotiations with the City of Chicago for a new water supply agreement but have also obtained a source water study (the “Source Water Study”) from Carollo Engineers, Inc. relating to Entities ability to obtain Lake Michigan water from an alternative source other than the City of Chicago; and

WHEREAS, the Entities intend to contract with outside consultants to prepare further information related to: (a) routes for the transmission of Lake Michigan water for the possible delivery of water; and (b) financial validation and strategy studies and reports (collectively the “Original Studies”); and

WHEREAS, the Entities, along with the Northwest Water Commission, entered into an Intergovernmental Agreement in July 2023, for the purpose of preparing the Original Studies; and

WHEREAS, the Entities are interested in jointly obtaining further information related to the feasibility of and options for a joint partnership water source project to benefit all the Commissions, including but not limited to studies related to the following issues (collectively the “Joint Studies”):

- a. selection of a technical advisor;
- b. governance evaluation;
- c. refining construction cost estimates;
- d. preliminary program planning analysis;
- e. potential easement assessment; and
- f. financial analysis.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Entities hereby agree as follows:

AGREEMENT

1. The recitals contained in the Preamble above will become a part of this Agreement as if fully set forth herein.

2. DWC has provided copies of the Original Studies to NSMJAWA.
3. The Entities hereby agree to hire a consultant(s) for Technical Advisory and other professional services as directed, to prepare, facilitate, and implement activities necessary to advance the Lake Michigan alternative source water project along the north route set forth in the Source Water Study. The said cost for these activities will be split 70% DWC and 30% NSMJAWA. Each Party shall have a non-exclusive and unlimited license to use the deliverables (and any future deliverables or instrument of services) for their own respective purposes.
4. Where approved by all both Entities, the Entities may approve future task orders related to the Joint Studies and any other items that all the Entities deem appropriate (the “Future Task Orders”) and shall participate 70% DWC and 30% NSMJAWA in bearing the costs and benefits of such Future Task Orders, unless otherwise agreed to in writing.
5. DWC will serve as the point of contact for Joint Studies and agrees to pay the costs directly; thereafter, NSMJAWA will reimburse DWC within thirty (30) days of DWC notifying NSMJAWA of payment of the costs of the Joint Studies. The Entities agree that there is no further obligation of any party to participate in any future studies or reports.
6. NSMJAWA will not participate in any costs pertaining to the site improvements on the property purchased by DWC in Northbrook. All costs associated with this Agreement are for planning and initial preliminary analysis for the Source Water Study.
7. All claims, disputes, and other matters in question among the Entities arising out of, or relating to, this Agreement shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois.
8. If either Entity defaults in the full and timely performance of any of its obligations hereunder, the non-breaching entity or entities, after first providing written notice via electronic correspondence to the Executive Director of the breaching entity of the event of default and providing the breaching entity ten (10) days to cure the same, will be entitled to invoke its legal rights and remedies as a result thereof, including, but not limited to, its equitable remedy of specific

performance. THE FOREGOING NOTWITHSTANDING, NO ENTITY WILL BE LIABLE TO ANOTHER ENTITY OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR CONTRACTORS FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

9. There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

10. Any Party failing to comply with its financial obligations set forth herein will defend and hold the other Entities harmless from any claims or litigation that arise out of that Party's failure to comply with the payment obligations arising under this Agreement.

11. Except as provided herein, the Entities will not assign this Agreement or any right or privilege any Party may have under this Agreement without the prior written consent of all parties hereto, not to be unreasonably withheld conditioned or delayed.

12. This Agreement will be governed by the internal laws of the State of Illinois.

13. The person(s) executing this Agreement on behalf of the Entities hereto warrant that: (i) each Party is duly organized and existing; (ii) the individual signing is duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions and conditions contained in this Agreement; and (iv) the entering into this Agreement by a Party does not violate any provision of any other agreement to which said Party is bound.

14. Each Party acknowledges that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set forth in this Agreement. Each Party hereby agrees to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of each Party as evidenced by this Agreement.

15. This Agreement is the entire agreement between the Entities regarding this subject matter and may not be changed or amended except pursuant to a written instrument signed by each Party.

16. This Agreement may be executed in any number of identical counterparts each of which will be considered an original, but which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, each Party hereto has caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

ATTEST:

DuPage Water Commission

BY: _____

ATTEST:

Northwest Suburban Municipal
Joint Action Water Agency

BY: _____



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: 4/10/2025

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for March 2025 were a total of 2.03 billion gallons. This represents an average daily demand of 65.4 million gallons per day (MGD), which is higher than the March 2024 average day demand of 62.7 MGD. The maximum day demand was 69.8 MGD, recorded on March 24, 2025, which is higher than the March 2024 maximum day demand of 65.5 MGD. The minimum day flow was 57.2 MGD.

The recorded total precipitation for March 2025 was 2.99 inches compared to 3.33 inches for March 2024. The level of Lake Michigan for March 2025 is 577.89 (Feet International Great Lakes Datum (IGLD) 1985) compared to 578.54 (Feet IGLD 1985) for March 2024.

The Chicago Tribune posted an article on March 27th regarding the level of Lake Michigan as being at a historic low. However, after review of the Army Core of Engineers (ACOE) records as posted on their website, ACOE records historic lows and highs dating back to 1926. The ACOE Lake Michigan/Lake Huron historic low was recorded as 576.08 (1964) and historic high was recorded as 581.50 (2020).

DuPage Operations & Instrumentation Maintenance and Construction Overview

High Lift Pump Motor (HLP) No. 3 was repaired at the motor repair shop and reinstalled on March 12th. Electrical terminations are complete, cooling water lines were reinstalled, and the drive shaft realigned. Start-up and testing of HLP No. 3 is forthcoming.

HLP No. 9 Pump Control Cone Valve was removed and shipped out for rebuilding. A new cone valve was installed in its place. Once the rebuilt cone valve is returned, it will be inserted into the discharge

of a HLP to be determined, and the removed valve will be rebuilt. This process will continue until each of the High Lift Pumps has a new or refurbished valve in place.

Resolution R-28-25 appears on the agenda requesting approval for the purchase and installation of various fire alarm system panels throughout at the DuPage Pumping Station campus via an approved cooperative purchasing agreement. This item is included in the proposed FY-25/26 Management Budget.

Resolution R-29-25 appears on the agenda to request approval for the purchase of replacement water meter registers from the sole source provider of the Commission's water meters that register flow to each of its Contract Customers. This item is included in the proposed FY-25/26 Management Budget.

R-36-25 Appears on the agenda seeking approval for the performance of Air Emissions Testing for the DuPage Pumping Station Emergency Generation System to determine compliance with the existing EPA permit for air quality or if a more stringent permit is required by mandate.

City of Chicago Water Treatment Modifications

The City of Chicago has reported as of March 31st, the transition has been completed from blended phosphate to phosphoric acid, to optimize the control of lead and copper release through household plumbing. DWC staff will continue monitoring certain water quality parameters to follow the progress through late spring 2025.

Lexington Operations and Maintenance Overview

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

No Change: Chicago DWM reports that they will continue to troubleshoot their SCADA system deficiencies to identify the root cause of the ongoing issues.

Alternate Water Source

Solicitations for a Technical Advisor are currently pending; and IGA for shared funding of this item with NSMJAWA is on the Agenda for April (R-37-25), with the intention of bringing forward a recommendation for the Technical Advisor in May.

Pipeline & Remote Facilities Maintenance Overview

Pipeline and Remote Facilities staff continue to inspect Remote Facilities and perform the annual valve exercising program.

Pipeline staff are working with Rossi Contractors Inc., performing corrective work at various utility structures throughout the transmission and distribution system.

Resolution R-27-25 appears on the agenda to approve Work Authorization Order No. 032 to Benchmark Construction Co., Inc., to perform valve repairs and improvements at two locations in the transmission and distribution system.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. The DWC campus control panel replacement has been completed with final site acceptance testing and open items work being completed. The Factory Acceptance Test (FAT) for the remote site control panels, including Lexington, Tank Sites, Meter Stations, and ROVs, has been completed. Commission and Concentric staff are continuing to work on communication stress testing in the field and will begin replacing RTU panels at the remote sites once complete. The inspection and maintenance of remote site antenna systems has continued and is about 85% complete. Replacement of the fiber network for the DWC campus is anticipated to begin this Spring following the completion of all control and network upgrades, with the addition of a new duct bank to complete a ring topology for the new fiber network.

Resolution R-26-25 appears on the agenda to request approval for the purchase and installation of a replacement perimeter security solution around the DuPage Pump Station campus, as the current system is nearing end of life. This item is included in the proposed FY-25/26 Management Budget.

Engineering & Capital Improvement Program Overview

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection point remains ongoing and is scheduled to be completed in early spring, 2025.

Additional efforts have also been underway to initiate regular annual testing of various Cathodic Protection (CP) components throughout the Commission's distribution network for the coming fiscal year. Resolution R-30-25 appears on the agenda, seeking approval of a contract for quarterly inspections of CP infrastructure along the Commission's transmission mains from Chicago in addition to resolution R-31-25, which seeks approval of a contract for the annual test point survey, wherein data is collected from CP test points throughout the distribution network for review and analysis. In addition to these items, resolution R-32-15 also appears on the agenda, seeking approval for CP efforts to mitigate additional alternating current (AC) that was recently discovered on the Commission's TE-3/94 pipeline.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 76% complete. Permit submittals associated with all bid packages continue to be coordinated, with all review comments assessed and incorporated as necessary into the design drawings by the design team. Recent conversations with ComEd have also taken place, which have indicated an ongoing review process and the possibility of initiating their real estate review process very soon.

The acclimation phase of the corrosion control treatment study, performed by the Cornwell Engineering Group, is now complete. Water from the Jardine Water Purification Plant is now being circulated through the harvested pipes in an effort to simulate the final project conditions so that the corresponding impacts can be studied. This study is required by the IEPA and is expected to be completed by November 2025, though preliminary results indicate that it could be completed much earlier.

Efforts related to property (easement) acquisition also continue, with the real estate appraisal process having recently begun. Ordinance O-5-25 will be discussed in Executive Session regarding the

acquisition of real estate (easements) and will be acted upon as part of the Regular Commission Meeting agenda. This action will be the first of two Board approvals required for each easement. Each easement will first require Board authorization to initiate the negotiation process with the property owner and all easements will need additional authorization at a future Board meeting to approve the offered compensation for the easement, based on the appraised value of the land.

Additional efforts related to the construction phase are also underway, with resolutions R-33-25 and R-34-25 on the agenda. Both seek approval for engineering services during the construction phase with R-33-25 seeking approval of a contract with LAN Engineering to act as an Owner's Technical Advisor and R-34-25, which seeks approval of a contract with Robinson Engineering to perform construction staking on the initial "Book Road Bid Package", with additional staking services throughout the remaining project area to be authorized at a future date(s).

To further facilitate the construction phase, resolution R-35-25 appears on the agenda for the purchase of three 54" butterfly valves for the "Book Road Bid Package". This bid package has a total of six valves on it, the first three having recently been purchased following Board approval in January. Purchase of the remaining three will ensure a continually progressing construction phase without the potential for valve lead time to impede the rate of progress.

Board Action Items

Resolution R-26-25: A Resolution Approving the Purchase and Installation of a Replacement and Upgraded Perimeter Security Solution (**Schneider Electric – \$180,145**)

Resolution R-27-25: A Resolution Approving and Ratifying Work Authorization Orders Under Quick Response Contract QR-12/21 (**WAO No. 032 – Benchmark Construction Co., Inc. Estimated Expense of \$22,599.26**)

Resolution R-28-25: A Resolution Approving and Authorizing the General Manager to Enter into an Agreement through Omnia Partners Public Sector Purchasing Cooperative Contract #R220702 (**Esscoe LLC, a Convergint Technologies Company – Not-To-Exceed \$100,000**)

Resolution R-29-25: A Resolution Authorizing the General Manager to Purchase Replacement Sensus Water Meter Registers (**Core & Main Illinois – Not-To-Exceed \$150,000**)

Resolution R-30-25: A Resolution Approving Task Order No. 11 for Quarterly Inspection and Testing of Reverse Current Switch Controllers (**DeLasCasas CP, LLC – Annual Expense of \$2,880.00**)

Resolution R-31-25: A Resolution Approving Task Order No. 12 for 2025 Test Point Surveying (**DeLasCasas CP, LLC – Not-To-Exceed \$68,915.79**)

Resolution R-32-25: A Resolution Approving a First Amendment to Task Order No. 10 under a Master Contract with DeLasCasas CP, LLC (**Increase in Not-To-Exceed Cost from \$15,000 to \$17,800**)

Resolution R-33-25: A Resolution Approving an Owner's Technical Representative Contract for the WaterLink Pipeline Project (**Lockwood, Andrews and Newnam, Inc. (LAN) – No Cost This Action**)

Resolution R-34-25: A Resolution Approving a Construction Staking Contract for the WaterLink Pipeline Project Section TW-6/25-1 (**Robinson Engineering Ltd. (REL) – Not-To-Exceed \$297,928**)

Resolution R-35-25: A Resolution Authorizing the Pre-Purchase of Three (3) 54-Inch Diameter Valves for the WaterLink Project (**Val-Matic Valve and Manufacturing Corp. – Estimated Expense of \$233,000**)

Resolution R-36-25: A Resolution Approving EPA Air Emissions Monitoring for the DPPS Emergency Generation System **(Altorfer/CAT – Estimated Expense of \$65,321.20)**

Attachments

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

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Mar-25

PER DAY AVERAGE 77,797,194

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,961,815,221	96.66%	\$9,424,665.67	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,621,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	\$10,436,405.00	\$8,904,425.59	337,423	0.02%	97.81%	\$5.18	\$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	\$9,508,392.46	\$8,139,012.84	529,206	0.03%	97.50%	\$5.18	\$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	\$10,214,825.32	\$8,757,453.41	306,690	0.02%	97.34%	\$5.18	\$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	\$10,164,180.46	\$8,689,172.45	349,596	0.02%	97.62%	\$5.18	\$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	\$10,069,463.25	\$8,700,672.05	268,834	0.01%	97.47%	\$5.39	\$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	\$10,390,815.05	\$8,949,831.10	340,529	0.02%	97.79%	\$5.39	\$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	\$10,516,636.80	\$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
TOTALS (1)	935,355,661,798	962,189,610,367	97.21%	\$2,425,910,089.08	\$2,139,132,181.85	888,102,618	0.09%	97.30%	\$2.59	\$2.223

- (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	Mar-24	Mar-25	Mar-24	Mar-25	Mar-24	Mar-25	Mar-24	Mar-25	Mar-24	Mar-25
	24,930,171,000	25,594,203,666	97.41%	134,373,622	115,620,815				\$5.39	\$4.517
	24,843,923,000	25,440,570,720	97.65%	138,629,090	119,033,584				\$5.58	\$4.679
	(86,248,000)	(153,632,946)		\$4,255,469	\$3,412,770					
	-0.3%	-0.6%		3.2%	3.0%					
Month	Mar-24	1,927,795,000	1,971,770,225	97.77%	10,390,815	8,949,831			\$5.39	\$4.539
	Mar-25	1,991,703,000	2,037,452,909	97.75%	11,113,703	9,561,767			\$5.58	\$4.693
		63,908,000	65,682,684		\$722,888	\$611,935				
		3.3%	3.3%		7.0%	6.8%				
Mar>Feb	109,434,000	101,687,535		610,642	477,220					

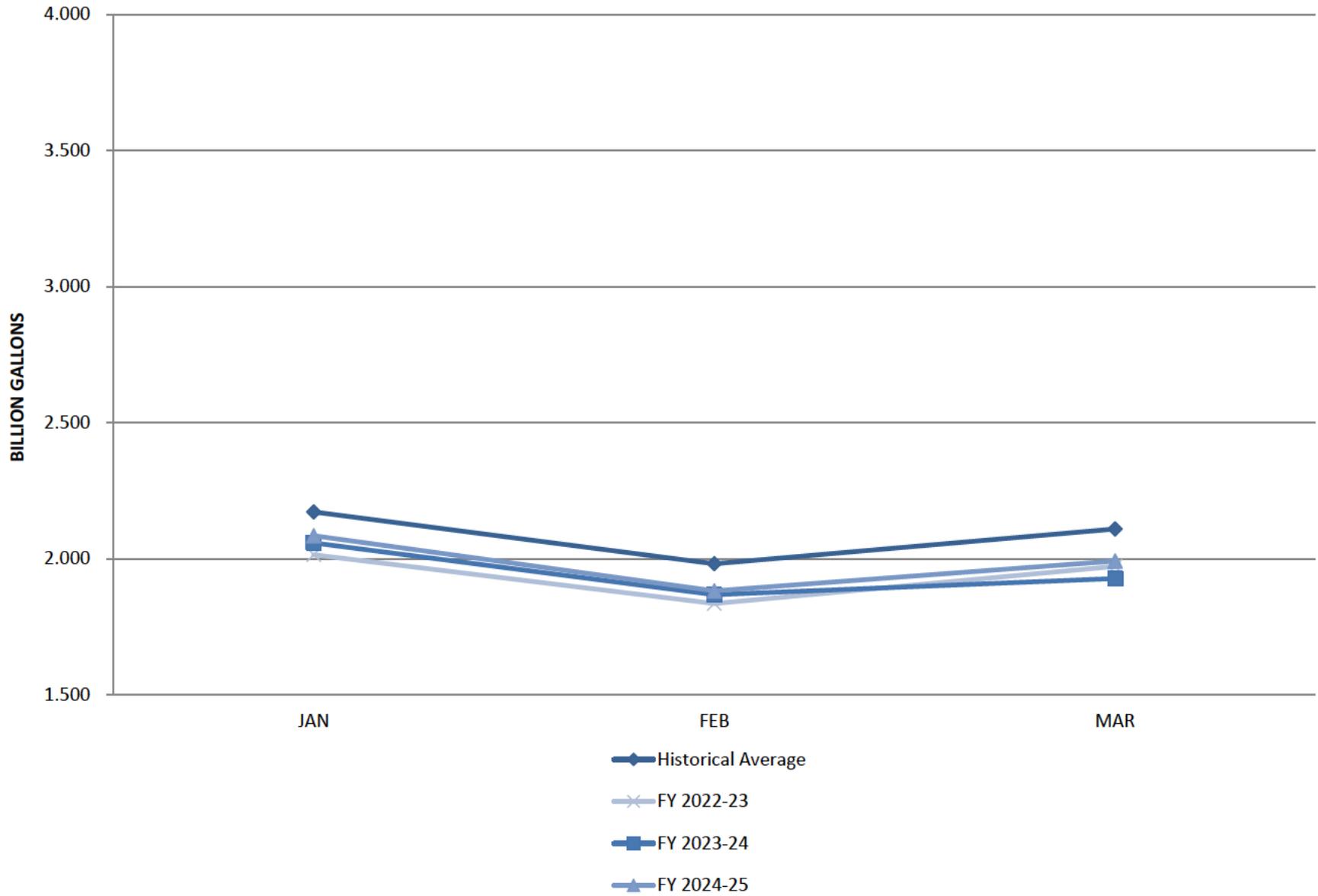
DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
MARCH 2025

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.42	0.05	1.43	1.23	0.12	49	7.1	0.5	1.42	0	RC
2	1.44	0.06	1.62	1.19	0.09	44	7.1	0.6	1.34	0	RC
3	1.32	0.05	1.37	0.95	0.12	51	7.1	0.6	1.46	0	KD
4	1.43	0.06	1.47	1.24	0.08	43	7.1	0.6	1.56	0	KD
5	1.33	0.06	1.46	1.21	0.08	45	7.0	0.9	1.34	0	RC
6	1.46	0.06	1.44	1.20	0.08	46	7.1	0.8	1.17	0	RC
7	1.39	0.07	1.64	1.16	0.12	46	7.1	0.7	1.51	0	RC
8	1.36	0.06	1.56	1.23	0.10	44	7.0	0.7	1.41	0	AM
9	1.41	0.09	1.39	1.19	0.11	46	7.0	0.7	1.19	0	AM
10	1.43	0.05	1.53	1.27	0.08	46	7.0	0.7	1.48	0	RC
11	1.35	0.06	1.55	1.24	0.08	45	7.1	0.7	1.56	0	RC
12	1.33	0.07	1.69	1.20	0.09	47	7.0	0.7	1.47	0	AM
13	1.38	0.07	1.51	1.18	0.10	47	7.0	0.7	1.36	0	AM
14	1.37	0.07	1.59	1.21	0.10	48	7.0	0.8	1.55	0	AM
15	1.36	0.07	1.56	1.26	0.09	49	7.0	0.8	1.57	0	JS
16	1.42	0.05	1.63	1.21	0.07	50	7.1	0.6	1.58	0	JS
17	1.35	0.08	1.71	1.20	0.10	48	7.1	0.8	1.71	0	AM
18	1.41	0.07	1.73	1.17	0.10	49	7.1	0.9	1.65	0	AM
19	1.36	0.05	1.76	1.22	0.10	50	7.0	0.8	1.70	0	JS
20	1.44	0.05	1.74	1.30	0.10	51	7.1	0.8	1.73	0	JS
21	1.37	0.08	1.62	1.19	0.07	51	7.1	0.6	1.76	0	JS
22	1.33	0.07	1.79	1.21	0.08	50	7.1	0.9	1.70	0	AM
23	1.37	0.06	1.74	1.18	0.09	51	7.0	0.9	1.77	0	AM
24	1.41	0.05	1.69	1.22	0.07	51	7.1	0.8	1.76	0	JS
25	1.38	0.08	1.70	1.25	0.08	52	7.1	0.8	1.59	0	JS
26	1.36	0.08	1.73	1.18	0.09	52	7.1	0.8	1.60	0	AM
27	1.38	0.06	1.60	1.19	0.09	52	7.0	0.8	1.71	0	AM
28	1.42	0.06	1.69	1.21	0.10	53	7.1	0.8	1.74	0	AM
29	1.42	0.05	1.60	1.27	0.08	53	7.1	0.7	1.59	0	JS
30	1.50	0.05	1.49	1.35	0.09	54	7.1	0.8	1.58	0	JS
31	1.47	0.05	1.58	1.14	0.07	54	7.1	0.8	1.51	0	JS
AVG.	1.39	0.06	1.60	1.21	0.09	49	7.1	0.7	1.55	0	
MAX.	1.50	0.09	1.79	1.35	0.12	54	7.1	0.9	1.77	0	
MIN.	1.32	0.05	1.37	0.95	0.07	43	7.0	0.5	1.17	0	

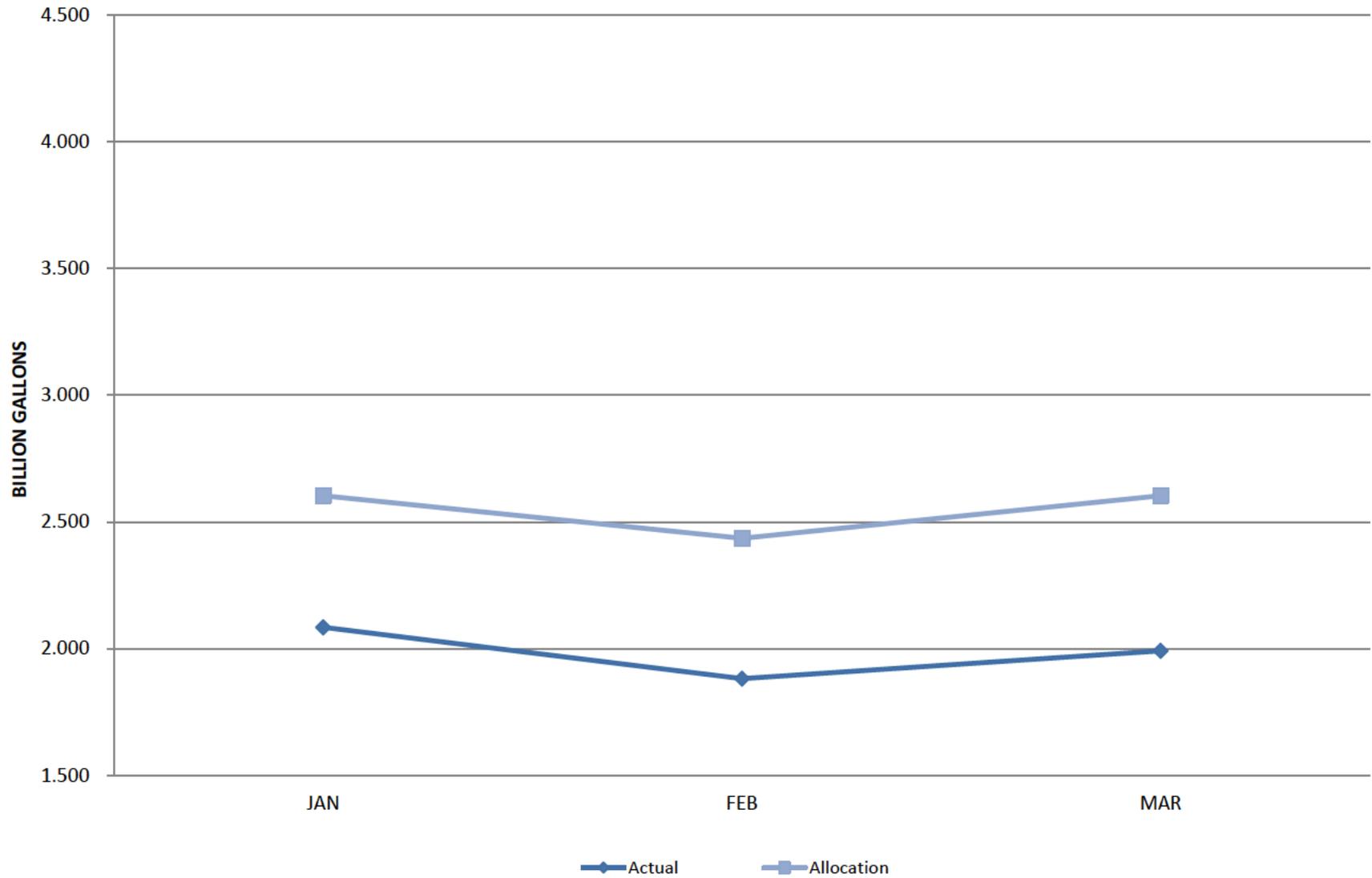
Mike Weed, Operations Supervisor
Illinois ROINC # 186860234

4/3/25
Date

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



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





MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: April 7, 2025

MEETING DATE: April 17, 2025

I. Progress through April 7, 2025

A. Field data collection and surveying.

1. Supplemental topography completed along Hill Rd to accommodate revised Montgomery #1 Delivery site configuration. Additional topographic survey underway at proposed chlorination building / future pump station site is complete.
2. Additional topographic survey completed along IL Route 34 and Kendall Point Drive to collect Oswego utility field-locates for requested realignment.
3. Final cadastral surveying work complete.
 - a) All 13 additional sections authorized in Phase 1 complete. Site surveying for 3 of the 7 delivery sites has been completed, with remainder coming from WaterLink municipal engineers.
 - b) Site topo at Oswego East HS began Aug 6 and is complete. High school engineer provided existing utility map at site.
 - c) Existing structure rim/invert data collection 100% complete. Total of approximately 1,094 structures located with rim/inverts surveyed.
4. Processing of collected Aerial LIDAR data is complete.
 - a) 100% of original scope complete. Overall width of data processing increased to facilitate design drawing set-up and minimize future re-work. Increased width processing complete.
 - b) SAM delivered additional processed data along Wolf's Crossing Rd and Douglas Rd for modified FW1 Segment 1 & 2 route to REL on August 26th.
 - c) Due to ComEd alignment changes west of Ogden Falls Blvd., additional topo processing was completed by SAM LLC. Processed data was received last week.
5. Subsurface Utility Locates
 - a) SUE field activities completed in mid-December.





MONTHLY STATUS REPORT

6. Utility Potholing Locates
 - a) Additional potholes completed on Naperville electrical duct bank along 75th Street for TW-6 S1.
 - b) Over 440 potholes completed along ComEd corridors 100% complete.
7. Geotechnical
 - a) Total of 185 borings (90%) completed to date in Phase 2 through January 31. S2 geotechnical report delivered last week; borings logs and report for S3 expected in next two weeks.
8. Cathodic Protection
 - a) Soil resistivity testing along project routes complete for cathodic protection design.
 - b) Draft final report provided for TW-6 S1, remaining report(s) in progress.
- B. Data Collection (as-builts, GIS, design drawings).
 1. WaterLink Delivery Point proposed site layouts.
 2. Design team has set initial priority parcels to move to the plat preparation stage.
- C. Ongoing Coordination with ComEd.
 1. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
 2. Subsequent ComEd design reviews and coordination will be performed during Phase II design as part of legal and appraisal process.
- D. Land Acquisition
 1. 222 of 232 Titles Received
 2. 160 total parcels for easement preparation
 3. Easement legal descriptions & exhibits
 - a) 125 total prepared to date (78%)
 - b) 12 Appraisal Packages complete
 4. Intro letter to property owners developed and finalized, sent to first 32 properties in mid-February. Appraisals begin in earnest this month. Verified that WIFIA will accept IDOT format rather than Yellow Book, which is favorable to the overall project schedule.





MONTHLY STATUS REPORT

- E. Contract TW-6 Section 1 (Book Rd) in progress.
1. Water transmission main plan and profile design ongoing.
 2. Proposed connection design at Book Road & 75th Street. Comments received 2/10/25 from DuPage DOT are under review – likely to meet with them again to clarify multiple updates since Aug '23 meeting.
 3. Remote operated valves to be placed along existing 48-inch transmission main.
 4. Roadway plans and traffic control plans have been prepared.
 5. In-field route review for valve locations completed to confirm actual conditions.
 6. 90% Submittal Drawings submitted to DWC 12/13/24.
 7. IEPA construction permit application submitted 1/3/25.
 - a) Permit received dated 2/28/2025.
 - b) Subsequent sampling plan approved to amend the requirement for sampling every 1,200 feet.
 8. Permit applications with USACE, IDNR, DuPage County Stormwater, City of Naperville, Naperville Township, and Wheatland Township submitted.
 - a) Comments received from City of Naperville. Comment responses and revised drawings will be sent back to the City, including ROV electrical. Revisions are being finalized.
 - b) Comments from DuPage DOT received and revisions are being finalized.
 - c) Comments received from USACE and are being addressed.
 - d) Comments received from DuPage Stormwater and are being addressed.
- F. Contract TW-6 Section 2 & 3 in progress.
1. Water transmission main plan and profile design ongoing.
 2. Alignment revision into Aurora 95th Street ROW was reviewed with the City and will not be pursued. 90% design will remain in ComEd ROW.
 3. Realignment on 248th Avenue to accommodate two-way traffic during construction is complete.
 4. In-field route review for valve locations completed to confirm actual conditions.
 5. Tunnel locations reviewed based on DWC comments – one tunnel removed and one tunnel shortened on TW-6 Section 2.
 6. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
 - a) Wetlands reports subsequently submitted to ComEd environmental reviewer.





MONTHLY STATUS REPORT

- b) Update provided to DWC on 4/1/25 indicates 72–90 business day review period by various ComEd Departments. ComEd to forward comments as they are received.
 - 1) Completion of reviews anticipated by end of May.
 - 2) Reviews completed by Capacity Planning, Vegetation, and Economic Development w/ no comments.
7. TW-6 Section 3 alignment revisions in progress at Route 34 and Kendall Point Drive.
 - a) Oswego notified design team and DWC of high profile proposed development along pipeline and requested alignment change.
 - b) Oswego field-located existing village utilities in area of alignment change for design team to survey and evaluate route options.
8. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.
 - a) IDOT District 1 plan review applications have been submitted.
 - b) TW-6 S2 City of Naperville plan review submitted.
 - c) Plan review submittals made to four gas pipeline companies (west of 95th & Wolf's Crossing).
- G. Contract FW-1 Section 1 & 2 in progress.
 1. Water transmission main plan and profile design ongoing.
 2. 90% Submittal Drawings submitted to DWC 12/13/24. Detailed comments received 233/25 from Kendall County Hwy. Dept. are under review and will be addressed.
- H. Contract FW-1 Section 3 in progress.
 1. Water transmission main plan and profile design ongoing.
 2. 90% Submittal Drawings Submitted to DWC 12/22/24.
 3. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.
 4. Permit application to IDOT District 3 will request several variances with regards to pipe alignment proximity to ROW line and drainage ditches. Permit application has been submitted.





MONTHLY STATUS REPORT

- I. Contract FW-1 Section 4 in progress.
 1. Water transmission main plan and profile design ongoing.
 2. 90% Submittal Drawings submitted to DWC 12/13/24.
- J. Contract MS-22 Meter Stations in progress.
 1. Piping modifications to address DWC pipe trench removal complete.
 2. Oswego request for building location modifications under review.
 3. Design of the chemical feed building is ongoing. Architectural preferences for the chem feed building received.
 4. 90% Submittal drawings to be submitted to DWC 4/18/25.

II. Scope Changes – Phase II (to date)

- A. Design of Additional Architectural Treatments for WaterLink Meter Stations.
 1. Fee: Pending (to be submitted to DWC for review/approval).

III. Financials

- A. Total Phase II Contract: \$19,956,942
 1. Fee Expended through March 31, 2025:
 - a) Total: \$15,466,798 (77.5%)
 - 1) Basic Services: \$10,457,567 (52.4%)
 - 2) Additional Services: \$5,009,231 (25.1%)

IV. Completed Workshops, Meetings and Visits (March – April)

- A. Follow-up Oswego Development Meeting – March 13, 2025
- B. DuPage DOT meeting re: 75th/Book Rd – March 14, 2025
- C. Contractor Outreach Event – March 17, 2025
- D. Monthly Progress Meeting w/ DWC – March 20, 2025
- E. Schedule Review Meeting with Burns & McDonnell – March 21, 2025





MONTHLY STATUS REPORT

V. Upcoming Tasks & Meetings

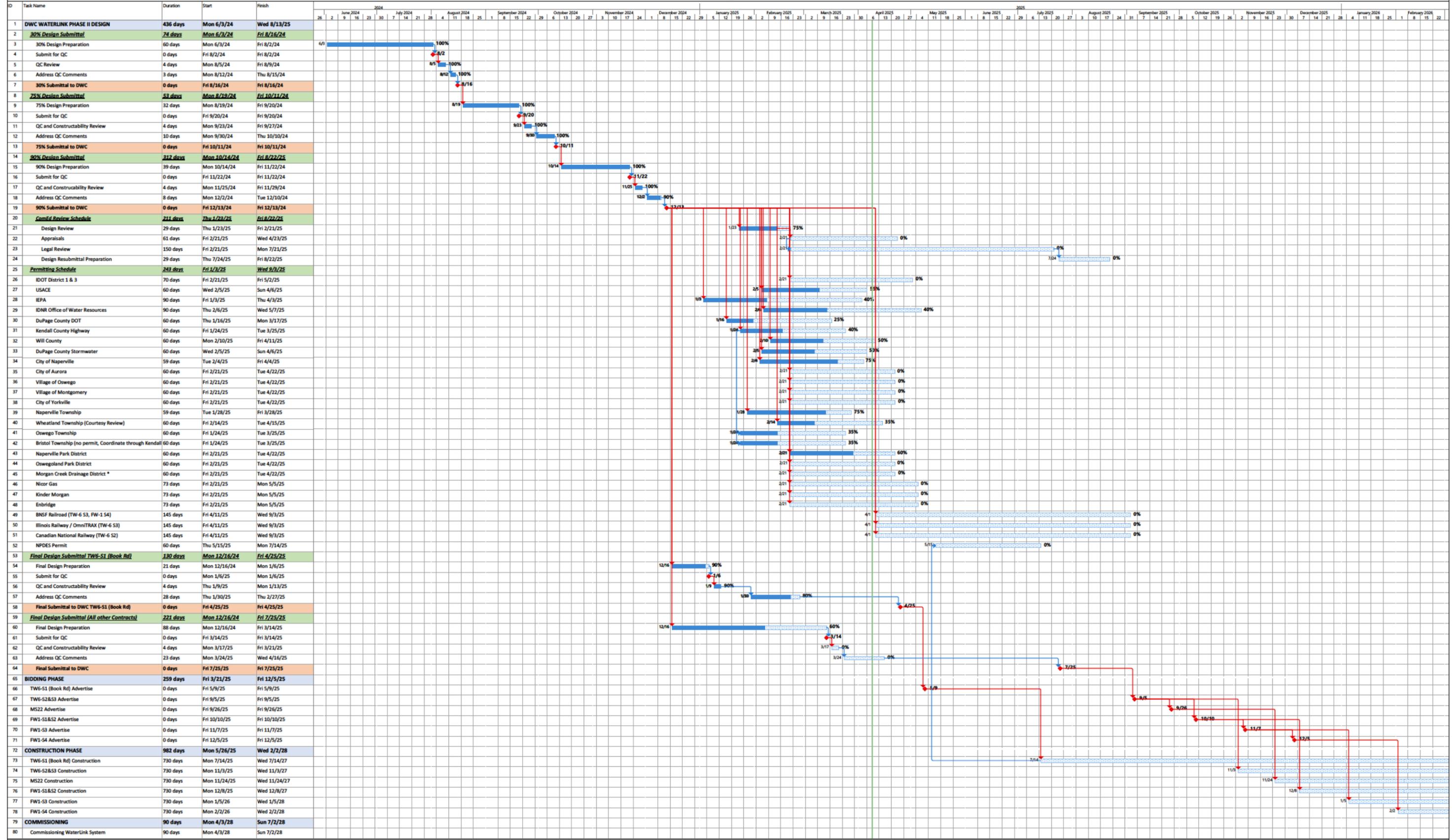
- A. ComEd Coordination Meetings – As Needed
- B. Phase II geotechnical field work – As Needed
- C. Permit submittals to various review agencies.
- D. 90% Design Submittal for MS 22 – April 18, 2025
- E. Final Design Submittal for TW-6 Section 1 – April 25, 2025



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

Description	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Activity through July 31, 2024	Activity through August 31, 2024	Activity through September 30, 2024	Activity through October 31, 2024	Activity through November 30, 2024	Activity through December 31, 2024	Activity through January 31, 2025	Activity through February 28, 2025	Activity through March 31, 2025	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned
	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,525	\$ 994,029	\$ 992,826	\$ 999,176	\$ 1,118,039	\$ 1,116,725	\$ 745,163	\$ 499,762	\$ 497,389	\$ 387,292	\$ 387,292	\$ 262,100	\$ 262,100	\$ 262,100	\$ 250,384	\$ 125,192	\$ 125,192
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 64,786	\$ 149,871	\$ 438,251	\$ 350,121	\$ 283,233	\$ 83,116	\$ 223,989	\$ 457,739	\$ 425,763	\$ 425,763	\$ 426,971	\$ 382,638	\$ 155,000	\$ 155,000	\$ -
MONTHLY SUBTOTAL	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 1,572,842	\$ 1,589,025	\$ 1,057,612	\$ 1,149,047	\$ 1,556,290	\$ 1,466,846	\$ 1,028,396	\$ 582,878	\$ 721,379	\$ 845,030	\$ 813,054	\$ 687,862	\$ 689,071	\$ 644,737	\$ 405,384	\$ 280,192	\$ 125,192
SUBTOTAL	\$6,314,947				\$5,351,974				\$8,290,021											
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000				\$6,660,942											
TOTAL PHASE II CONTRACT																\$ 19,956,942				

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



April 2025 Critical Task Task Progress
 Critical Progress Split Milestone



Resolution #: R-26-25

Account: 01-60-771700

Approvals: Author / Manager / Finance / Admin

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

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

Agenda Section: Engineering & Construction

Originating Department: Systems & Information Technology

Due to security concerns staff does intend to publicly reveal the detailed nature of the proposed security enhancements, Commissioners may direct questions to Denis Cuvalo:

The existing perimeter security system has been in service for the DuPage Water Commission Pump Station campus for over twenty years. The system has reached its end of life, is no longer supported, and the stock of repair and replacement parts are diminishing. Commission staff therefore request an upgrade of a portion of the DWC campus perimeter security system. In anticipation of this proposal, this work was budgeted for under the CIP account 01-60-771700. This system will provide perimeter security coverage for the 20-acre DuPage County Main pumping station which houses the primary pumping station, reservoirs, emergency generation station, delivery structures, storage buildings, fuel facility, and chlorination facilities. Work will include all hardware, as well as all supporting infrastructure, electrical, conduit, and ancillary support work and construction activities.

Commission staff worked with Schneider Electric, the Commission's physical security support and maintenance contractor, for recommendations on similar and alternative security systems. After reviewing several options, including alternative technology, the Commission staff requested a formal quote for the purchase, installation, and configuration of the proposed perimeter security system. The proposed system is similar to what the Commission has employed for twenty-plus years, meeting the expectations and needs for this aspect of campus security. The proposal for the purchase, installation, and configuration of a perimeter security system for the DWC campus comes to \$180,145.00. This quote comes with a requested stock of spare equipment for system maintenance and repair of a perimeter security system.

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

Recommended Motion: To approve Resolution No. R-26-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-26-25

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

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

WHEREAS, the DuPage Water Commission received a price quotation from Schneider Electric, dated March 26, 2025, in the amount of \$180,145.00 for the purchase, installation, and configuration of a replacement perimeter security system for the DWC campus requested by Commission staff; and

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

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

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

SECTION TWO: The price quotation of Schneider Electric, dated as of March 26, 2025, for the purchase, installation, and configuration of a replacement perimeter security system for the DWC campus requested by Commission staff shall be and hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission in the amount of \$180,145.00 necessary to effect the purchase of said hardware is hereby approved without further act.

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/R-26-25.docx

EXHIBIT 1

March 26th, 2025

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

Proposal # DEB-25-011

Re: DuPage Water Commission – [REDACTED] Security

Dear Denis

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

Objective: Remove Old [REDACTED] and Install the New [REDACTED] Security

Install the following Equipment:

- [REDACTED]
- A. Remove [REDACTED] associated devices from the old system. [REDACTED]
- B. Install [REDACTED]
- C. Install [REDACTED] Materials supplied by Schneider Electric.
- D. Install [REDACTED]
- E. Label all cabling [REDACTED]
- F. Install [REDACTED]
- G. Tuning [REDACTED]

Head End [REDACTED]

A. The Following Materials are supplied:

- i. [REDACTED]
- ii. [REDACTED]
- iii. [REDACTED]
- iv. [REDACTED]
- v. [REDACTED]
- vi. [REDACTED]
- vii. [REDACTED]
- viii. [REDACTED]
- ix. [REDACTED]
- x. [REDACTED]
- xi. [REDACTED]

B. Purchase and Install Fire Retardant Plywood.

- C. Install [REDACTED]
- i. [REDACTED]
- ii. [REDACTED]
- iii. [REDACTED]
- iv. [REDACTED]
- v. [REDACTED]
- vi. [REDACTED]
- vii. [REDACTED]
- viii. [REDACTED]
- D. Install junction box [REDACTED]
- E. Install Conduit [REDACTED]
- F. Route cabling [REDACTED]
- G. Drill a hole [REDACTED] Seal the hole
- H. Trim, terminate and test all cabling.
- I. All cable and wire will be labeled [REDACTED]
- J. Schneider Electric Technician & Software Engineer for Testing / Commissioning
- K. Schneider Electric Software Engineer for Programming
- L. Project Management & Coordination

Schneider Electric will Provide the following Materials and Software:

- A. [REDACTED]
- B. [REDACTED]
- C. [REDACTED]
- D. [REDACTED]
- E. [REDACTED]

PROPOSAL PRICE: \$ 169,577.00

Spare Part Pricing:

[REDACTED]	\$ 6,329.00
[REDACTED]	\$ 2,098.00
[REDACTED]	\$ 220.00
[REDACTED]	\$ 821.00

Clarifications:

1. The pricing quote is per Schneider Electric scope/clarifications herein. Price(s) cover only materials and services herein based on our interpretation of requirements
2. Schneider provides a or multiple Electricians, additional costs will apply if any special site conditions agreements prevail.
3. All work has been priced for work being completed at the same time during one continuous mobilization.
4. Schneider Electric has not factored in any phasing per breakout price, Schneider Electric assumes to be able to complete the project in one phase. Any remobilization costs due to phasing per breakout price, may be subject to additional fees.
5. One-year labor and part warranty on new equipment and labor.

6. Any adds, moves, changes or additions will be provided at additional cost.
7. All Labor has been bid at straight time, first shift work Monday – Friday 7:00 am – 3:30pm.
8. [REDACTED] and it
9. DuPage Water will supply a computer to install the [REDACTED] Software onto. This computer will need have Remote Access to the Schneider Electric team to log into.
10. Trees and shrubbery that are causing line of site issues for the cameras will need to be either removed or trimmed.
11. Specific cameras that will be turned to a zone when a perimeter breach occurs will be decided by DuPage Water Commission.
12. Only existing cameras will be tied to this parameter system.
13. Per a discussion with DuPage Water Commission, the current cameras setup is sufficient to cover the [REDACTED] zones identified on the attached "DWC Perimeter Site Plans"
14. [REDACTED]
15. [REDACTED]
16. [REDACTED]
17. [REDACTED]
18. [REDACTED]

Exclusions & Exceptions:

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

* Taxes – The prices quoted herein does not include Federal, State, County, City, Sales, Use, Excise, Import, Export, or other similar taxes. Pricing terms set forth in this proposal shall remain firm only for a period of 30 days. This quote or proposal is submitted subject to and conditioned upon the terms and conditions being subsequently agreed to between the parties.

If you have any questions, please call me at (630) [REDACTED]

Sincerely,

[REDACTED]

[REDACTED]

Service Sales Representative
Schneider Electric Buildings Business

[REDACTED]

Firm: _____
Accepted by: _____
Title: _____
Date: _____

TERMS AND CONDITIONS OF SALE

900512PITC R07/15/21

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

- 1. Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Customer only modified by written agreement or Company objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Customer may accept the quotation by signing and returning a copy to Company or by returning Customer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Company hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Customer's order, which will be of no force or effect except as may be expressly agreed to by Company in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Company assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Company assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
- 2. Payment.** Absent a contrary provision herein, Customer will pay Company monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Customer to Company within thirty (30) days after the date of substantial completion. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Company, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Company of an instrument for less than the full amount which Company claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Company. If Customer does not pay Company, through no fault of Company, within seven (7) days from the time payment was due, Company may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Customer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Company may terminate this contract for material breach and all monies due Company for services performed and materials delivered shall be paid upon demand. Company shall be entitled to recover from Customer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Customer's request, Company will furnish lien waivers as the work progresses. Company reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Customer's obligation. In event of payment default, Company may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Company's security interest in the goods. At Company's request, Customer will execute any necessary instrument to perfect Company's security interest.
- 3. Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Company's net income) that are payable hereunder shall be the responsibility of Customer. If applicable, Customer shall provide Company a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
- 4. Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Company and approved by Customer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Company by Customer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Customer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Customer shall notify Company promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Company. Upon Company's receipt of such notification, Company shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Company will not be liable for any claim or back charge where Company has not been notified in the manner as set forth above.
- 5. Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Company's holidays). If Customer requests Company to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Customer. If Company's work is to be performed on the project site, Customer will afford unrestricted access to Company and its employees and agents to all work areas.
- 6. Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Company, Company shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Company, Company shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Company, any such equipment is damaged or destroyed by

any cause whatsoever, other than by the fault of Company, Customer agrees to promptly pay or reimburse Company an amount equal to the damage or loss which Company incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

7. **Delays.** Customer shall prepare all work areas so as to be acceptable for Company's work required hereunder. Customer acknowledges that the contract sum is based upon Company being able to perform the work in an orderly and sequential manner, as Company so determines. If Company's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Customer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Customer to control, then Customer agrees that it will be liable to Company for all increased costs and damages which Company incurs as a result thereof. Furthermore, if Company is delayed at any time in the progress of the work by any act or neglect of Customer, or by any separate contractor employed by Customer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Company's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Company warrants to Customer that all tangible articles manufactured by Company will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Company, Company's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Company, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Company in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Company shall be borne by Customer. Company warrants that for equipment furnished and or installed, but not manufactured by Company, Company will extend the same warranty terms and conditions which Company receives from the manufacturer of said equipment. This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Company. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Company or authorized subcontractors of the Company) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Company. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Company or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Company's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Company's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Company when due. If cause of defect is found not to be Company's responsibility, standard rates for repair or replacement and labor shall apply.
9. **Limitation of Liability.** In no event will Company's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or as may be required by law. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Company shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Customer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Company may have under construction mechanic or materialmen lien laws. Company shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the jurisdiction in which the project and services are being performed. No credit will be given or premium paid by Company for insurance afforded by others.
13. **Clean Up.** Company agrees to keep the job site clean of debris arising out of its operations. Customer shall not back charge Company for any costs or expenses for clean up or otherwise without prior written notice and Company's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.
15. **Disclaimer.** Company reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority. The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Company's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Company (or its subcontractors) as preventive or curative measures to avoid

harmful contamination exposure of Company's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Company to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.

16. **Ethics and Compliance with Laws.** Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ethics, compliance, or Company's Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of Company's GreenLine. The GreenLine is Company's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

17. Cybersecurity.

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

17.2. Without limiting the foregoing, Customer shall at a minimum:

- (a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Customer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Customer's Systems or Customer's industry;
- (b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Company's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Customer;
- (c) regularly monitor its Systems for possible Cyber Threats;
- (d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and meet the recommendations of Company's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Company from time to time, and then-current industry standards.

17.3. **Customer's Use of the Products, Software, and Services:** Company may release Updates and Patches for its Products, Software, and Services from time to time. Customer shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with Company's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. Customer understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Company shall not be liable or responsible for any losses or damages that may result.

17.4. **Identification of Cyber Threats:** If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Company has not released a Patch, Customer shall promptly notify Company of such vulnerability or other Cyber Threat(s) via the Company's Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide Company with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). Company shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, Company shall not publicly disclose Customer's name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to Company that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Company described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

18. Import and Export.

18.1. The Products and Services provided by Company under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the Products,

assignment and/or usage of the Products, Software, Services, information, other deliverables and/or the embedded technologies

18.2. (hereinafter referred to as "Deliverables") under these Terms and

Conditions of Sale shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.

18.3. Unless applicable export license/s has been obtained from the relevant authority and Company has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity)

restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design,

- 18.4. development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.
- 18.5. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Company from fulfilling any order, or would in Company's judgment otherwise expose Company to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Company shall be excused from all obligations under such order and/or these Terms and Conditions of Sale.



Resolution #: R-27-25

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: A Resolution Approving and Ratifying Work Authorization Orders Under Quick Response Contract QR-12/21 to Benchmark Construction Co., Inc.

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

The Commission entered into certain agreements dated June 30, 2021, with John Neri Construction Co. Inc., Rossi Contractors Inc., and Benchmark Construction Co. Inc. for Quick Response construction work, as needed, through the issuance of Work Authorization Orders (Contract QR-12/21) and ending on June 30, 2025. Resolution No. R-27-25 would approve the following Work Authorization Orders under the Quick Response contracts.

Work Authorization Order No. 032 to Benchmark Construction Co., Inc.

Staff identified two (2) transmission system valves requiring remedial work. Site 1 requires the addition of a 12-inch blow-off gate valve as the existing valve is inoperable and repair is prohibitive and due to the disruption of water delivery service to existing customers. Site 2 requires the replacement of a corroded valve stem extension with a stainless-steel stem extension. Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:

Benchmark Construction Co., Inc.	\$22,599.26
Rossi Contractors Inc.	\$28,200.00
John Neri Construction Co., Inc.	Declined to submit an estimate.

Staff believe the estimate of Benchmark Construction Co., Inc. to be in the best interest of the Commission. Approval of Resolution R-27-25 would approve Work Authorization Order Number 032 to Benchmark Construction Co., Inc., for the repair work as described above.

Recommended Motion:

To adopt Resolution No. R-27-25.

RESOLUTION NO. R-27-25

A RESOLUTION APPROVING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-12/21

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 20, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work related to the Commission's Waterworks System (said being hereinafter collectively referred to as "Contract QR-12/21");

WHEREAS, Contract QR-1/21 is intended to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

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

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

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-27-25.docx

EXHIBIT 1

Work Authorization Order No 032

Benchmark Construction Co., Inc. Proposals No. 1-040125 & No. 2-040125

Benchmark Construction Co., Inc.

General Construction / Construction Management / Engineering Services

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

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

To: DuPage Water Commission
Work Duration

Days

1

Crew

FM 2LB

Location: S.E.X. Roosevelt and 1st Avenue

Proposal # 2-040125
Date: 4.1.25

Description of Work: install 36' stainless valve stem on TE3. No excavation, pavement removal or traffic control

LABOR	ST Hours	1-1/2 T Hours	2 T Hours	Rate	Insurance Amount	Payroll Amount
Operator, Class I Juan Perez				59.00	0.00	0.00
Operator, Class I John Siegel				59.00	0.00	0.00
Operator, Class I Gene Kus				59.00	0.00	0.00
Operator, Class I Jim Limbaugh				59.00	0.00	0.00
Foreman, Laborer Marty Koppen	8.00	2.00		68.00	680.00	748.00
Foreman, Laborer Brian Mitchell				68.00	0.00	0.00
Driver, Matt Reed/Ken Reed				46.00	0.00	0.00
Plumber,				112.00	0.00	0.00
Topman Laborer, Rhett Einwich	8.00	2.00		51.00	510.00	561.00
Topman Laborer, Juan Zavala	8.00	2.00		51.00	510.00	561.00
Topman Laborer, Hector Hernandez				51.00	0.00	0.00
Topman Laborer, Jose Hurtado				51.00	0.00	0.00
Topman Laborer, Joe Doyle				51.00	0.00	0.00
Topman Laborer, Joseph Galvan				51.00	0.00	0.00
Subtotal, Labor	24.00	6.00	0.00		1,700.00	1,870.00
Operators Union Benefits		0.00	hrs @	49.38		0.00
Drivers Union Benefits		0.00	hrs @	29.07		0.00
Laborers Union Benefits		30.00	hrs @	34.53		1,035.90
						0.00
Subtotal, Benefits		30.00				1,035.90
						2,905.90
						871.77
						3,777.67
TOTAL LABOR						\$3,777.67

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

Benchmark Construction Co., Inc.

(continued)

Attachment A

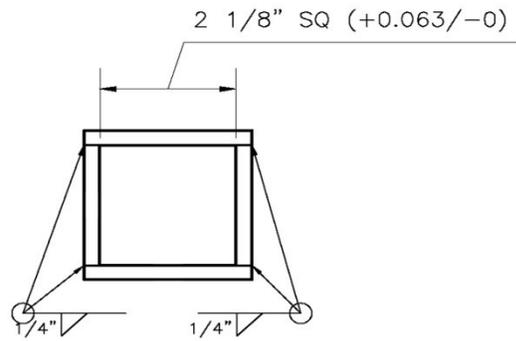
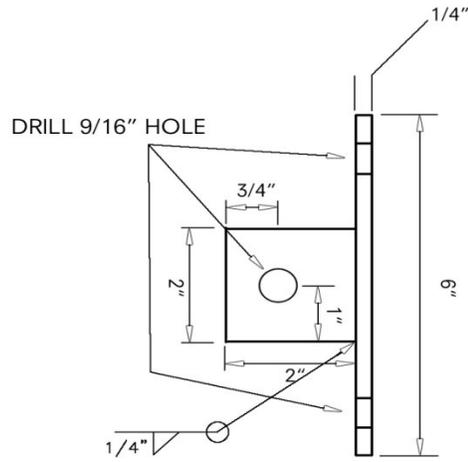
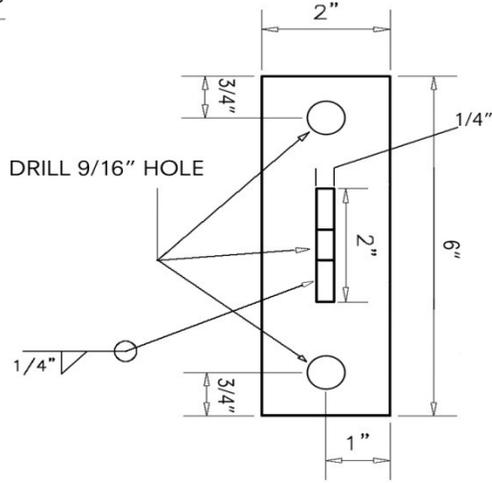
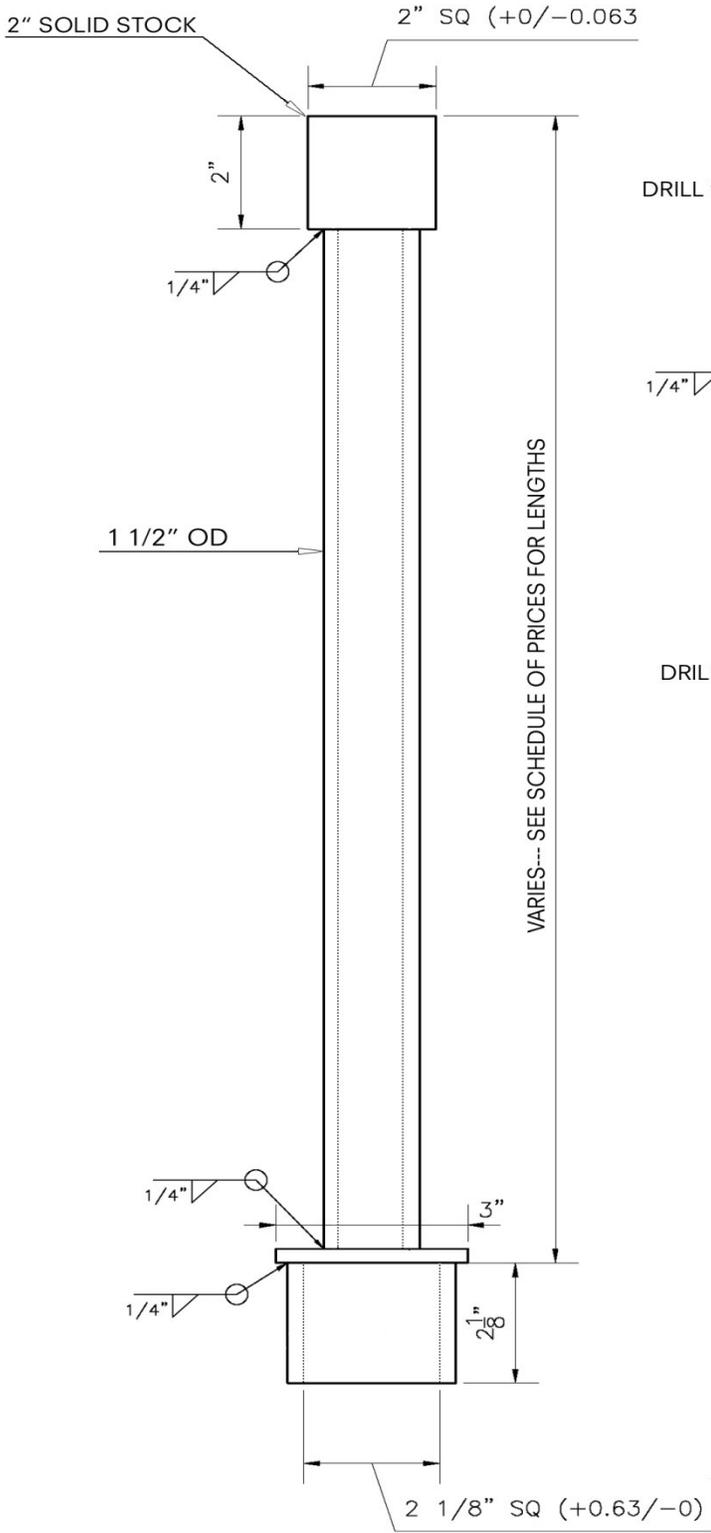
1. Material

- A. Unless otherwise noted, all material incorporated into the valve stem riser fabrications shall be Type 304 Stainless Steel having a minimum thickness of .250.

2. Welding and Assembly

- A. All components of the work shall be welded in accordance with American Welding Society D1.1 Structural Welding Codes to the dimensions as shown in the drawing included as Attachment B.
- B. Weld deflection shall be no more than 3 degrees from design.
- C. De-Burr all edges.
- D. Remove all weld splatter.

Attachment B



A SECTION VIEW
NO SCALE

SHAFT EXTENSION PROFILE
NO SCALE

DRAWING NOT TO SCALE

Addenda No 1

Attachment B

Change the horizontal dimension shown for the operating nut on the SHAFT EXTENSION PROFILE drawing to read 2-1/8" SQ (+0.063/-0)

Change the vertical dimension shown for the operating nut on the SHAFT EXTENSION PROFILE drawing to read 2-1/8" min. to 2-1/4" max.

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.032

LOCATION:

Roosevelt Rd & Winfield Rd, Winfield
Roosevelt Rd & 1st Avenue, Proviso Township

CONTRACTOR:

Benchmark Construction Co. Inc.

DESCRIPTION OF WORK:

In accordance with Benchmark Contractor's proposal No. 1-040125 & No. 2-040125, works include installation of 12-inch blow-off gate valve and 36-foot stainless steel stem at bow-off.

REASON FOR WORK:

The work will upgrade appurtenances of the Commission's water distribution system.

MINIMUM RESPONSE TIME:

N/A

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

See attached.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____
Signature of Authorized
Representative

Safety Rep: _____
Name and 24-Hr Phone No.

DATE: _____



Resolution #: R-28-25

Account: 01-60-722200 - \$100,000.00

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: **A Resolution Approving and Authorizing the General Manager to Enter into an Agreement with Esscoe, LLC, a Converjint Technologies Company, through Omnia Partners Public Sector Purchasing Cooperative Contract #R220702**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

The DuPage Pump Station's (DPPS) existing Fire Alarm (FA) system was upgraded from the original Simplex Fire zoned system to an Edwards Systems Technology (EST) addressable system in 2008, except for the Vehicle Storage Building. The existing EST3 FA System has reached the end of its useful lifecycle.

Staff identified a Cooperative Purchasing arrangement with Converjint Technologies, LLC for supply and installation services for the DPPS FA system upgrade through Omnia Partners Public Sector Purchasing Cooperative Contract #R220702. Commission Legal Counsel has previously vetted the Omnia Partners Public Sector Purchasing Agreement and has found that the terms and conditions are acceptable, and the Commission may legally participate in the program.

ESSCOE, LLC, A Converjint Technologies company, has provided a quotation for upgrading the existing DPPS EST3 FA system to an EST4; replacing the DPPS Vehicle Storage Building's zoned FA system with an EST4; and system training for staff.

The FY2025/2026 Annual Budget includes \$100,000 for Fire Alarm Panel replacements at the DPPS. The Esscoe LLC, cost proposal dated March 13, 2025, for the work is \$94,147.54, however, Staff is requesting approval to allocate up to the budgeted amount of \$100,000 as contingency related to potential supply chain issues, delivery fees, and unforeseen circumstances.

Approval of R-28-25 would authorize the General Manager to enter into an Agreement with Esscoe, LLC, a Converjint Technologies Company, to upgrade the DPPS FA System through Omnia Partners Public Sector Purchasing Cooperative Contract #R220702, pending Board approval of FY-25/26 Management Budget at a cost Not-To-Exceed \$100,000.

Recommended Motion:

To approve Resolution No. R-28-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-28-25

A RESOLUTION APPROVING AND AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN AGREEMENT WITH ESSCOE LLC, A CONVERGINT TECHNOLOGIES COMPANY THROUGH OMNIA PARTNERS PUBLIC SECTOR PURCHASING COOPERATIVE CONTRACT #R220702

WHEREAS, The DuPage Pump Station’s existing Fire Alarm System has been in operation since 2008 and is at the end of its useful lifecycle; and

WHEREAS, The DuPage Water Commission Staff have investigated and assessed various means to replace the Fire Alarm System; and

WHEREAS, The DuPage Water Commission Staff is recommending the purchase and installation of the Esscoe proposed solution; and

WHEREAS, The Board of Commissioners of the DuPage Water Commission, based on the representations of Staff, believes it is in the best interest of the Commission to authorize the General Manager to purchase and install the Esscoe, LLC proposed solution for the DuPage Water Commission via the Omnia Partners Public Sector Purchasing Cooperative Contract #R220702 with Esscoe, LLC, A Convergent Company, for a cost Not-To-Exceed of \$100,000.

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

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

SECTION TWO: That the General Manager to purchase and install the Esscoe LLC, A Convergent Company, solution as proposed on March 13, 2025, for the DuPage Water Commission via the Omnia Partners Public Sector Purchasing Cooperative Contract #R220702, for a cost not to exceed \$100,000, without further act.

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

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

ADOPTED THIS ___ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-28-25.docx

EXHIBIT 1

5*****AUTO**ALL FOR AADC 601

Mike Weed
DuPage Water Commission
600 E Butterfield Rd
Elmhurst, IL 60126-4642



March 19, 2025

Dear Mike Weed,

Subject: Important Update - Acquisition of Esscoe

As you know, Esscoe, LLC joined Convergent in September 2024. We want to provide you with an update on how Esscoe is being integrated into the Convergent family.

Starting June 1, 2025, Esscoe, LLC will operate under the Convergent brand. Since the acquisition to now, you may have seen us operate as Esscoe a Convergent Company. Amongst this change, you can continue to expect the following:

- 1. Continued Relationships** - You will continue to work with the same people you know and trust moving forward, ensuring consistency and familiarity.
- 2. Expanded Service Portfolio** - The integration will expand our vendor portfolio and elevate our capacity to support customer growth locally, nationally, and globally providing greater value and enhanced readiness to your business.
- 3. Brand Transition** - In the coming months, you will notice the Esscoe brand transitioning to Convergent as part of the integration process.

We recognize that transitions may raise questions. Please know that we are committed to making this process as smooth as possible. Should you need clarification or have any concerns throughout this process, do not hesitate to reach out to your account manager or contact our support team at (847) 847-3200.

Thank you for your continued partnership and trust. We look forward to continuing to deliver value and an enhanced experience moving forward for your facility's fire alarm and security needs.

Warm regards,

Your trusted Esscoe advisors

Frequently Asked Questions (FAQ)

1. Why is Esscoie integrating with Convergent?

Esscoie joined Convergent to enhance our service offerings and provide a broader range of solutions and greater geographical reach to our clients. This integration allows us to leverage the strengths of both companies to better serve you.

2. When will the integration be complete?

The integration process will begin on **April 2, 2025**, and is expected to be completed by **the end of 2025**. We will keep you informed of any significant milestones along the way.

3. Will my point of contact change?

No, you will continue to work with the same people you know and trust. Your current account manager will remain your primary point of contact.

4. Will there be any changes to my current services?

Your current services will continue without interruption.

5. How will the brand transition affect me?

You will start to see the Esscoie brand being phased out and replaced with the Convergent brand. This will not affect the quality of service you receive. All changes will be communicated to you in advance.

6. Will there be any changes to billing or contracts?

There will be no immediate changes to your billing or contracts. If any changes are necessary, we will communicate them to you well in advance and provide support to ensure a smooth transition.

7. Who should I contact if I have questions or concerns?

If you have any questions or concerns, please reach out to your account manager or contact our support team at **(847) 847-3200** or info@esscoie.com.

8. What expanded services will be available after the integration?

The integration will expand our global footprint, enabling us to better support your needs with enhanced international capabilities and resources. More details will be provided as we roll out these new offerings.



Dupage Water Commission
600 E. Butterfield Road
Elmhurst, IL. 60126

Michael Weed
weed@dpwc.org

PROJECT: Dupage Water Commission - EST 4 Upgrade
QUOTE # CYKTQ1472-01
DATE: Mar 13, 2025
SALESPERSON: **Casey Siani**

System Quote

This Quote ("Quote") is based on the requirements of Customer as provided in a request for proposal or bid offer ("RFP") and is subject to ESSCOE Terms and Conditions ("Terms and Conditions") attached hereto. Any changes to or deviations from the RFP requested by Customer shall be quoted separately. This Quote is valid for sixty (60) days from the date issued above, unless the Customer and ESSCOE both execute this document creating a contract ("Agreement").

QTY	MODEL NO	DESCRIPTION	UNIT PRICE	EXT PRICE
Main Campus - EST 3 to EST 4 Upgrade				
1	FACP	Fire Alarm Control Panel - Admin Panel		
1	DGP-1	Data Gathering Panel - Generator Building		
1	DGP-2	Data Gathering Panel - Basement Room 113		
1	DGP-3	Data Gathering Panel - Chlorine Building		
1	FAAP-1	Fire Alarm Annunciator Panel - Admin Lobby		
1	FAAP-2	Fire Alarm Annunciator Panel - Generator Lobby		
1	CON-Ancillary	Ancillary Equipment (i.e. misc. electrical supplies) needed for installation		
1	Freight	Shipping and Handling Expenses		
1	PM - FA	Project Management - Fire Alarm		
1	CAD - FA	System Design/Drafting Services - Fire Alarm		
1	Technical Service - FA	Technical System Service Charge - Fire Alarm		
EST4 Upgrade SubTotal (w/o tax):				\$67,367.54
Vehicle Storage Building - Replace with EST - Parts, Submittals & Programming				
1	FACP	Fire Alarm Control Panel		
1	SIGA-OSD	Edwards intelligent multi-criteria optical smoke detector UL/ULC		
2	SIGA-HRD	Intelligent fixed temperature/Rate-of-rise heat detector.		
3	SIGA-SB4			

QTY	MODEL NO	DESCRIPTION	UNIT PRICE	EXT PRICE
2	SIGA-278	Detector Base - Standard for 4 inch sq. box includes -TS4 skirt		
2	SIGA-CT1	Manual Pull Station - Double Action 1-stage		
2	SIGA-CT1	Single Input Module. Single circuit input module for use with Normally Open Contact devices. Four selectable personality codes for Alarm latching or Alarm Delayed latching or non-latching monitor or latching supervisory.		
1	SIGA-CT2	Dual Input Module. Two circuit input module for use with Normally Open Contact devices. Four selectable personality codes (on each circuit) for Alarm latching or Alarm Delayed latching or non-latching monitor or latching supervisory.		
2	G4AVRF	Wall Horn/Strobe 15-110cd Red FIRE Marking. GRSW-10 Room Side Wiring Plate required ordered separately.		
1	GRSW-10	Universal Mounting Plate 10 Pack		
1	757-7A-T	15/75 cd Temporal Horn/Strobe - 24 Vdc Red. UL1971 Listed @ 15 cd (75 cd On Axis Per ADA/UL 1638) inchFIRE inch Wall Orientation		
1	757A-WB	Weatherproof Box Cast - Red		
1	Freight	Shipping and Handling Expenses		
1	PM - FA	Project Management - Fire Alarm		
1	CAD - FA	System Design/Drafting Services - Fire Alarm		
1	Technical Service - FA	Technical System Service Charge - Fire Alarm		
Vehicle Storage Building SubTotal (w/o tax):				\$13,730.00

Vehicle Storage Building - Replace with EST - Installation (OFF CONTRACT)

1	Installation - FA	Installation Labor Charges		
Vehicle Storage Building Installation SubTotal (w/o tax):				\$13,050.00

TOTAL PRICING:

SUB TOTAL	\$94,147.54
SALES TAX:	\$0.00
TOTAL:	\$94,147.54

QUOTE SUMMARY

Omnia Partners Contract Number R220702

The above pricing includes:

Upgrading your existing EST3 model fire alarm panel, with a new EST4 fire alarm control panel which is fully compatible with all of your existing detection and notification appliances throughout the building. The new panel is UL listed for compatibility with all of these devices to ensure your compliance with any local code and insurance underwriter concerns.

This upgrade allows the reuse of the existing backbox with replacement of only the door and the necessary cards inside the panel. In addition, the EST4 provides a color touch-screen display.

We are including the labor and materials needed to modify your existing panel's enclosure in its existing location as well as that of your existing remote data gathering panels (DGP). With the replacement of the Remote Annunciators, they will now be surface mount instead of flush mount. Additional costs would apply should flush mount be requested.

Proposal specifically includes replacing the Main Control Panel, Annunciators, and Data Gather Panels, along with new batteries and a full functional test of the notification and detection devices all scheduled to remain. It is assumed that the Main Fire Alarm Control Panel is connected to Emergency Generator Power.

Also included as a breakout cost, is the full system replacement of the Simplex panel in the Vehicle Storage Building.

This new panel has a (3) year manufacturer's warranty. A full seven (7) year Manufacturer's Warranty is available from the manufacturer with an annual service agreement.

The above quoted proposal price specifically excludes:

- 1) Replacement of Any Additional Field Devices that are Non-Operational or Defective
- 2) Permit Fees, Plan Review Fees, Permit Applications (to be billed once cost is known)
- 3) Installation of any new wiring or 120 VAC power connections
- 4) Central or Remote Station Monitoring Services
- 5) External Fire Radio Transmitters and Installation
- 6) Egress unlocking controls
- 7) Knox Boxes
- 8) Videography/Recording services
- 9) BIM or 3-Dimensional Drawings
- 10) Emergency Responder Radio Enhancement systems or connections to them
- 11) Project Insurance Requirements with any special endorsement requirements or outside our \$2MM per occurrence maximum, \$4MM aggregate and \$5MM umbrella policy
- 12) Items not shown, scheduled, detailed or specified on the plan drawings, diagrams or specifications.
- 13) Painting or Patching
- 14) System-Wide Upgrades to bring Building up to Code (Panel Only)
- 15) Full System Drawing Package (Panel Details and Battery Calculations Only)
- 16) New Network Cabling to the Vehicle Storage Building (Assumes there is an Existing Copper Pathway)
- 17) Sales & Use Taxes
- 18) Any bid, performance, payment or other surety guarantees of any kind
- 19) Credit Card Processing or vendor payment portal participation fees of any kind for invoice submission and payments, these will be additional charges

Pricing is based on current market conditions and does not include any potential tariffs, duties, or manufacturer-imposed surcharges that may arise during the course of the project. If such costs are incurred due to changes in trade policies, supply chain disruptions, or other external factors beyond Convergent's control, Convergent will assess their impact and submit a formal change order for review. These costs will be communicated transparently, and project continuation may require an adjustment to the budget accordingly. If these occur during the course of the project, we will submit these costs as a change order.

The above quoted project will be subject to progress billing, wherein an invoice will be issued for the portion that has been completed or stored to date. Payment terms are Net 30. Esscoe requires payment to 90% of the contracted amount to certify the system for occupancy, owner training or other beneficial uses.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

For Client: Dupage Water

For ESSCOE, LLC:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Michael Weed

PRINTED NAME | TITLE

DATE

PURCHASE ORDER/CONTRACT NO.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME | TITLE

DATE

THANK YOU FOR YOUR BUSINESS!

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate (such as Customer's purchase order form) which are in addition to or inconsistent with the terms and conditions of this Agreement, or which are implied by trade, custom, practice or course of dealing, all of which are deemed expressly rejected and will not be binding.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO PEOPLE, PREMISES, OR PROPERTY. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a multi-layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement) and training of its personnel. Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

Applicable to Monitoring Services Only: If Monitoring Services are identified in the Proposal, the parties agree that (a) these Terms and Conditions are not applicable, and (b) Monitoring Services are governed by the Monitoring Services Terms and Conditions effective on the Effective Date of the Proposal and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full. "Monitoring Services" is defined as "Services" in the Monitoring Services Terms and Conditions.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is

completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence
Automobile Liability	\$2,000,000 general aggregate
Excess/Umbrella Liability	\$1,000,000 per occurrence/aggregate
	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

Applicable to Weapons Detection Only: If Convergent provides Weapons Detection Systems or Services, then such Systems and Services are further governed by the Weapons Detection Addendum effective on the Effective Date of this Proposal and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full. "Weapons Detection Systems or Services" means any "Systems" and/or "Services" as each are defined in the Weapons Detection Addendum.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGINT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws, rules, and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Convergent's obligations and liabilities regarding information security and Processing of customer information or data, including Personal Data, are limited to Processing performed by Convergent (if any). OEM and Third Party Product information security and Processing is governed by applicable OEM end user licensing agreements or terms. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent accesses Customer's information systems, Convergent will not be responsible or liable for losses or harms caused by following Customer's instructions, caused by Third Party Products, caused by third party or Customer-specified remote access software, or that are otherwise not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, limitation of liability, confidentiality and disputes shall survive the termination of this Agreement.

Convergent provides additional product safety and service information at <https://www.convergent.com/terms/> (see "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"), which it encourages Customer to review prior to use.



Resolution #: R-29-25

Account: 01-60-771100; \$150,000

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/11/2024

Description: **A Resolution Authorizing the General Manager to Purchase Replacement Sensus Water Meter Registers, at a Cost Not-to-Exceed \$150,000, from a Sole Source Provider**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

Resolution No. R-29-25 would authorize the General Manager to purchase replacement Sensus Omni water meter registers, including critical spares, for the Commission's Water Meters, at a cost not-to-exceed \$150,000 from Core & Main - Illinois. Core & Main – Illinois is the exclusive Authorized Distributor of Sensus metering products in the State of Illinois.

The Commission has a total of 278 Sensus OMNI electro-mechanical turbine water meters installed in meter housings at meter stations, and including spare measuring chambers, ranging in sizes from 6-inch to 10-inch. The meter registers are hermetically sealed and have an internal non-replaceable 10-year battery installed within. The registers have a 10-year life cycle and are nearing the end-of-life cycle within the next fiscal year.

The proposed FY25/26 Capital Improvement Program and Management Budget includes \$150,000 for meter register replacements. The Core & Main cost proposal dated March 24, 2025, for the replacement and critical spare registers equals \$129,270, however, staff is requesting approval to allocate up to the budgeted amount of \$150,000 including recycling costs estimated at \$1,112.00; not including any freight/delivery charges, and for contingencies related to potential supply chain issues, including tariffs and other unforeseen pricing escalations.

Recommended Motion:

To adopt Resolution R-29-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-29-25

**A RESOLUTION TO AUTHORIZE THE GENERAL MANAGER TO
PURCHASE REPLACEMENT SENSUS WATER METER REGISTERS**

WHEREAS, the DuPage Water Commission's Meter System includes 278 water meter registers; and

WHEREAS, Existing Sensus Water Meter Registers have reached their useful life and require replacement; and

WHEREAS, staff proposes the purchase of additional spare meter registers and placed in inventory as critical spares; and

WHEREAS, Core & Main – Illinois is the exclusive Authorized Distributor of Sensus Meter products in the State of Illinois; and

WHEREAS, Purchasing Sensus, USA products from the authorized distributor ensures the products will be properly supported and warranted; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes, based upon the representations of Staff that it is in the best interest of the Commission to authorize the General Manager to purchase replacement water meter registers and critical spares for the Commission's Meter Program at a cost not to exceed \$150,000 from the sole authorized distributor, Core & Main - Illinois; and

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

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

SECTION TWO: The DuPage Water Commission hereby authorizes the purchase of replacement water meter registers from Core and Main-Illinois, a sole source provider, for the price set forth in Its Proposal, but not to exceed \$150,000.

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

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

ADOPTED THIS ___ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/R-29-25.docx

EXHIBIT 1

Proposal # 4098988 – Core & Main – Illinois

Jim Grillo
Director of Sales, Mid-Western Region
612-867-3283
jim.grillo@xylem.com



December 4, 2024

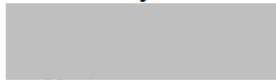
To Whom It May Concern:

Sensus, a Xylem brand, is pleased to announce that **Core & Main – Illinois** is the exclusive Authorized Distributor of Sensus products and a Value-Added Reseller (VAR) for Sensus Services such as SaaS and NaaS in the state of Illinois for 2025.

Please contact your Core & Main representative for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xylem.com regarding this or any other matter.

Sincerely



James C. Grillo
Director of Sales, Mid-Western Region
Sensus, a Xylem Brand



Bid Proposal for Register Omni 6", 8", 10" +

DUPAGE WATER COMMISSION

Job Location: Elmhurst, IL +
 Bid Date: 03/24/2025
 Core & Main Bid #: 4098988 +

Core & Main
 3415 E. Ohio Avenue
 St. Charles, IL 60174
 Phone: 6306651800
 Fax: 6306651887

Seq#	Qty	Description +	Unit	Price	Ext Price
10	59	6" OMNI REGISTER NICOR CONN	EA	465.00	27,435.00
20	135	8" OMNI REGISTER NICOR CONN	EA	465.00	62,775.00
30	84 +	10" OMNI REGISTER NICOR CONN	EA	465.00	39,060.00 +

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS. +



Resolution #: R-30-25

Account: 01-60-663200; \$2,880

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: Task Order No. 11: Quarterly Inspection and Testing of Reverse Current Switch Controllers

Agenda Section: Engineering & Construction

Originating Department: Engineering

The Commission entered into a master contract with DeLasCasas CP, LLC dated August 23, 2021, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-30-25 would approve the following Task Orders to the Master Contract:

Task Order No. 11: Quarterly Inspection and Testing of Reverse Current Switch Controllers

Task Order No. 11 would authorize the Consultant to perform inspection and testing of the 90" and 72" reverse current switch controllers once each quarter over the next year. This includes testing fuses and hour meters, replacements as needed, and confirmation that the system is operating as designed. This system is designed to drain current back to the Chicago Transit Authority rail system to mitigate corrosion on the Commission's pipelines when a train passes. The Commission will provide any fuses and/or hour meters to facilitate the repairs by the consultant, as needed.

Proposals were submitted by two firms, as noted in the table below:

Firm	Price
DeLasCasas CP, LLC	\$2,880.00
Northern Inspection Services	\$8,520.00

The not-to-exceed cost for this Task Order is \$2,880.00 and includes inspection, testing, minor maintenance and quarterly reports for one year.

Recommended Motion:

To approve Resolution No. R-30-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-30-25

**A RESOLUTION APPROVING TASK ORDER NO. 11 UNDER A MASTER CONTRACT
WITH DELASCASAS CP, LLC**

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

WHEREAS, the Commission entered into a contract with DeLasCasas CP, LLC (the “Consultant”), dated as of August 23, 2021 to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the “Master Contract”); and

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

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

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

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

SECTION TWO: The Task Order attached hereto as Exhibit 1 shall be and hereby is approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff and Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-30-25docx

EXHIBIT 1

Task Order No. 11: Quarterly Inspection and Testing of Reverse Current Switch Controllers

Monday, March 24, 2025

To: Jeff Loster
Engineer Manager
DuPage Water Commission
Phone: 630-834-0100
Email: loster@dpwc.org

From: Rogelio de las Casas
DeLasCasas CP, LLC (DLC₂P)
Cell: 312-835-0272
Email: rogelio@delascasascp.com

Reference: Quarterly Inspection and Testing of the 90" and 72" Reverse Current Switch Controllers (RCSs).

Project Scope:

- 1) Project location: 750 Des Plaines Ave., in Forest Park, Illinois.
- 2) Project Scope:
 - a. Visual inspection of controllers, test fuses, and replace as needed.
 - b. Confirm the hour meters are working and replace as needed.
 - c. Confirm the systems are operating as designed.
 - d. Record Structure-to-Soil (S/S) potential of DWC pipe as well as CTA line with knife switch opened/closed (return switch to closed when completed).
 - e. Test for positive current flow across 50/250 shunt.
 - f. Test RCS using the 9-volt battery test outlined in the RCS Manual (Included in Appendix A).
 - g. Test bypass diodes, and MOV surge arrestor.
 - h. Prepare, for review and approval by the Owner, a report summarizing the Inspection with as found and as left conditions.
 - i. Summarize the results of the data obtained, evaluation of the data, and recommendations for remedial action.

Cost Estimate

The cost estimate, on a non-to-exceed basis, for the services based on the scope above is as follows:

Total Cost Estimate: **\$720.00 Per Visit.**

Proposal clarifications:

- 1) A Cathodic Protection Specialist will oversee the project's execution.
- 2) The DuPage Water Commission will facilitate access to the properties where the existing DuPage Water Commission (DWC) RCSs are located.

-
- 3) DLC₂P will contact DWC two weeks prior to the scheduled quarterly visit to coordinate assistance in accessing the location.

Please let us know if you have any questions regarding this proposal.

Thank you for the opportunity for DeLasCasas CP, LLC., to provide solutions to your cathodic protection needs. If you have any questions or concerns regarding this proposal, please contact us using reference number Proposal No. PR-DWC-25-04-RCM V0

Regards,

Rogelio de las Casas

Engineering Operation Manager

DeLasCasas CP, LLC

NACE CP Specialist #6291

NACE Senior Corrosion Technologist #6291

Mobile: 312-835-0272

TASK ORDER NO. 11

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and DeLasCasas CP, LLC (“Consultant”) for Professional Engineering Services dated August 23rd, 2021 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

Provide quarterly inspection and testing of the 90” and 72” Reverse Current Switch (RCS) Controllers at the Reverse Current Switch Building located at 750 Des Plaines Ave., Forest Park, IL.

2. **Services of Consultant:**

A. Basic Services:

1. Visual inspection of controllers, test fuses and replace as needed.
2. Confirm hour meters are working and replace as needed.
3. Confirm system is operating as designed.
4. Record Structure-to-Soil (S/S) potential of Commission pipe as well as Chicago Transit Authority (CTA) rail with knife switch opened/closed (return switch to closed when completed).
5. Test for positive current flow across 50/250 shunt.
6. Test RCS using the 9-volt battery test outlined in the RCS Manual.
7. Test bypass diodes and Metal Oxide Varistor (MOV) surge arrester.
8. Prepare, for review and approval by Owner, a report summarizing the inspection with as-found and as-left conditions.
9. Summarize results of data obtained, evaluation of data, and recommendations for remedial action.

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

None

4. **Commencement Date:**

April 18, 2025

5. **Completion Date:**

365 days following Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

As may be assigned by the Project Engineer of Owner and confirmed by an authorized officer of Consultant in writing.

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs 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.

Quarterly RCS Testing – Not to Exceed \$720.00/inspection

Notwithstanding the foregoing, the total Contract Price shall not exceed \$2,880.00 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:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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 including those used for confined space entry, reproduction, contracted personnel, and similar Project related items.

10. **Special Safety Requirements:**

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant's legal obligations, Consultant is advised that it would be reasonable to assume that hazardous electrical voltage and current may be present at any time

during the Services. Consultant must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances, and shall:

- i. Independently verify the presence or absence of AC electrical current on or in the vicinity of Owner's CP Test Facilities and its appurtenances and notify Owner and affected Consultant personnel accordingly. Owner shall instruct its employees to comply with the restrictions and prohibitions of Consultant's energy control program and procedures.
- ii. Take immediate and necessary measures to protect all workers, Owner employees, and general public from hazardous electrical voltage and current.
- iii. Work with Owner's personnel to control hazardous electrical voltages and current and control access to the locations where hazardous electrical voltages and currents are present.
- iv. Train and instruct Owner's personnel on the safe electrical working practices to be employed between the time of temporary control measures being employed through and up to the time when permanent control measures are applied.

11. **Modifications to Contract:**

None

12. **Attachments/Clarifications:**

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 April 18, 2025.

DUPAGE WATER COMMISSION

By: _____
Paul D. May
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ashley Spain

Title: Project Engineer

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

E-mail Address: spain@dpwc.org

Phone: (630) 834-0100

DELASCASAS CP, LLC

By: _____
Jennifer De Las Casas
LLC Managing Member

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rogelio De Las Casas

Address: 111 Ambassador Ave, Romeoville, Illinois, 60446

E-mail Address: rogelio@delascasascp.com

Phone: (312) 835-0272



Resolution #: R-31-25
Account: 01-60-663200; \$68,915.79

Approvals: *Author / Manager / Finance / Admin*
AS JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/3/2025

Description: A Resolution Approving Task Order No. 12 Under a Master Contract with DeLasCasas CP, LLC

Agenda Section: Engineering & Construction

Originating Department: Engineering

The Commission entered into a Master Contract with DeLasCasas CP, LLC for professional engineering services on August 23, 2021, in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-31-25 would approve Task Order No. 12 to the Master Contract:

Task Order No. 12: Corrosion Control Program - 2025 Test Point Survey

Task Order No. 12 would authorize the consultant to conduct a Test Point Survey across the Commission’s transmission and distribution system piping, covering a distance of nearly 185 miles.

The Test Point survey work will entail recording data at each one of the Commission’s cathodic protection test stations, including pipe-to-soil readings, casing-to-soil readings, anode current readings and electrical isolation testing. A comprehensive report summarizing the results of the data shall be provided to the Commission for review and will include, among other things, an evaluation of data obtained, photos and recommendations for future testing and/or mitigation. To maintain the Commission’s efforts with respect to establishing and monitoring corrosion trends and activity over the long term, it is recommended that a Test Point survey be repeated on a yearly basis. Proposals were submitted by two firms, as noted in the table below:

Firm	Price
DeLasCasas CP, LLC	\$68,915.79
Northern Inspection Services	\$79,995.00

The not-to-exceed cost for this Task Order is \$68,915.79.

Recommended Motion:

To adopt Resolution No. R-31-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-31-25

A RESOLUTION APPROVING TASK ORDER NO. 12
UNDER A MASTER CONTRACT WITH DELASCASAS CP, LLC

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

WHEREAS, the Commission entered into a contract with DeLasCasas CP, LLC (the “Consultant”), dated as of August 23, 2021 to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the “Master Contract”); and

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

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

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

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

SECTION TWO: The Task Order attached hereto as Exhibit 1 shall be and hereby is approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff and Consultant, that the circumstances said to necessitate the Task Order was not reasonably foreseeable at the time the Master Contract was signed, the Task Order is germane to the Master Contract as signed, and/or the Task Order is in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-31-25.docx

EXHIBIT 1

DWC-2025 PIPELINES ANNUAL SURVEY PROJECT-REV-1

Wednesday, April 2, 2025

To: Jeff Loster
Engineering Manager
DuPage Water Commission
Phone: 630-834-0100
Email: loster@dpwc.org

From: Rogelio de las Casas
Engineering Operation Manager
DeLasCasas CP, LLC (DLC₂P)
Cell: 312-835-0272
Email: rogelio@delascasascp.com

Reference: The project involves site visits to measure CP potentials, rectifier output characteristics, and bond potentials with foreign lines, including current direction and magnitude, as well as potentials of DWC and foreign lines at the bonds, magnesium anodes readings. All the data will be reviewed and analyzed, and conclusions and recommendations will be provided in a field report.

Scope of Work

The following stages are included in the work, each of which is outlined below:

1. Review existing CP components of the DWC lines included in the Test Point Survey.
2. Review of the previous year CP annual survey data.
3. Field visits to include,
4. Measure On and Off pipe to soil potentials at all DWC test points.
5. Measure On and Off pipe to soil potentials, current magnitude, and direction at existing bonds.
6. Measure the potential, current direction, and magnitude of the sacrificial anodes systems.
7. All the readings shall be taken with a GPS data logger and delivered on an Excel spreadsheet
8. Check rectifiers for functionality (new tab in 2025), confirm rectifiers are not providing insufficient protection or an overprotection situation.
9. Provide a report with data gathered with conclusions and any repair recommendations for DWC CP system.
10. Include a photo report.

Cost Estimate

The cost estimate, on a time and material basis, not to exceed, for the services based on the scope above is as follows:

Cost per line:

Line	Approximate # of test stations	Distance (feet)	Distance (miles)	Field Days for Annual survey (20 TS per day)	Field Hours for Annual survey (20 TS per day)	Cost per line
TE-1/88	52	47,387	9.0	2.6	26	\$3,687.40
TE-3/94	48	49,532	9.3	2.4	24	\$3,403.76
TSW-D/87	51	56,415	10.7	2.55	25.5	\$3,616.49
TNW-1/88	84	62,906	12.1	4.2	42	\$5,956.57
TS-3/88	113	90,822	17.2	5.65	56.5	\$8,013.01
TIB-1.03	21	10,500	2.1	1.05	10.5	\$1,489.14
TOB-E/87	92	100,749	19.2	4.6	46	\$6,523.87
TN-1/88	50	69,743	13.2	2.5	25	\$3,545.58
TS-5/97	53	38,900	7.4	2.65	26.5	\$3,758.31
TW-1	36	26,090	4.9	1.8	18	\$2,552.82
TW-2	50	49,576	9.0	2.5	25	\$3,545.58
TSW-3/98	30	34,552	6.5	1.5	15	\$2,127.35
TW-3/17	17	25,072	4.8	0.85	8.5	\$1,205.50
NW-1	8	8,611	1.6	0.4	4	\$567.29
BTM-1/20	7	1,210	0.2	0.35	3.5	\$496.38
yard piping	13	n/a	n/a	0.65	6.5	\$921.85
FS-3/96	14	12,925	2.5	0.7	7	\$992.76
FN-2/89	51	49,515	9.3	2.55	25.5	\$3,616.49
FOB-2/89	77	76,353	14.5	3.85	38.5	\$5,460.19
FS-2/89	45	37,391	7.1	2.25	22.5	\$3,191.02
FSW-1/89	78	71,505	13.6	3.9	39	\$5,531.10
FSW-4/89	7	9,171	1.7	0.35	3.5	\$496.38
FNW-2/89	32	51,788	9.8	1.6	16	\$2,269.17
Rectifiers	16	N/A	N/A	0.8	8	\$1,134.59
Total	1045	980,713	185.5	52	544	\$74,103

Total cost estimate: \$74,103.00

Discounted rate for DWC: 7%

Actual proposal cost: \$68,915.79

Proposal Clarifications

- DeLasCasas CP, LLC. (DLC₂P) will provide a NACE CP Specialist in charge of this project.
- DLC₂P will provide a NACE CP II technician to oversee the execution of this project.
- DWC will notify landowners about our field visit and testing and will take care of any permits required.
- All data processed will have sub-meter GPS coordinates.
- The project is scheduled for the spring of 2025, when all the power sources in the Chicago area will be synchronously interrupted. Between May 1st and July 15th.
- The interruption cycle will be 3 sec On – 1 sec Off, starting with the Off.
- We are planning to complete 20 test points per day, working 10-hrs per day.
- Based on the experience of previous years, if a TS is not easily found, the technician will continue to the next TS and DWC will be notified to schedule a visit with a DWC technician, when at least ten not-found test stations are accumulated, to ensure we do not spend too much additional time re-visiting the TS or looking for them.
- Due to the large amount of TS, and the limited interruption cycle schedule, the DLC₂P technician will work from Monday through Saturday.

Please let us know if you have any questions regarding this proposal.

Thank you for the opportunity for DeLasCasas CP, LLC., to provide solutions to your cathodic protection needs. If you have any questions or concerns regarding this proposal, please don't hesitate to contact us using reference proposal No. PR-DWC-25-05-RCM V0.



Regards,

Rogelio de las Casas

Engineering Operation Manager

DeLasCasas CP, LLC

NACE CP Specialist #6291

NACE Senior Corrosion Technologist #6291

Mobile: 312-835-0272

TASK ORDER NO. 12

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and DeLasCasas CP, LLC (“Consultant”) for Professional Engineering Services dated August 23rd, 2021 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

Perform the Annual 2025 Test Point Survey for the DuPage Water Commission as delineated in the proposal from DeLasCasas CP, LLC dated April 2nd, 2025.

2. **Services of Consultant:**

A. Test Point Survey Basic Services:

Perform a Test Point Survey on approximately 185 miles of pipeline on the listed DWC Pipelines below:

Line	Test Stations	Distance (feet)	Distance (miles)
TE-1/88	52	47,387	9.0
TE-3/94	48	49,532	9.3
TSW-D/87	51	56,415	10.7
TNW-1/88	84	62,906	12.1
TS-3/88	113	90,822	17.2
TIB-1.03	21	10,500	2.1
TOB-E/87	92	100,749	19.2
TN-1/88	50	69,743	13.2
TS-5/97	53	38,900	7.4
TW-1	36	26,090	4.9
TW-2	50	49,576	9.0
TSW-3/98	30	34,552	6.5
TW-3/17	17	25,072	4.8
NW-1	8	8,611	1.6
BTM-1/20	7	1,210	0.2
yard piping	13	n/a	n/a
FS-3/96	14	12,925	2.5
FN-2/89	51	49,515	9.3
FOB-2/89	77	76,353	14.5
FS-2/89	45	37,391	7.1
FWS-1/89	78	71,505	13.6
FWS-4/89	7	9,171	1.7
FNW-2/89	32	51,788	9.8
Rectifiers	16	n/a	n/a
Total	1,045	980,713	185.5

1. Review the initial record drawings, test station locations, test station types, and CP components of the DWC lines included in the Test Point Survey for 2024. Review the existing annual CP Surveys for these lines.
2. Perform field testing during May 1, 2025 to July 15, 2025, when all the power sources in the Chicago area will be synchronously interrupted, to obtain the following:
 - a. ON and OFF Pipe-to-Soil potentials at each test point
 - b. ON and OFF Pipe-to-Soil potentials, current magnitude, and direction at existing bonds.
 - c. Potentials, current direction, and magnitude at the sacrificial anode systems.
 - d. Verification that the rectifiers are delivering proper protection, avoiding both insufficient and excessive protection.

All the readings shall be taken with a GPS data logger.

3. Prepare, for review and approval by Owner, a report summarizing the results of the data obtained, evaluation of data obtained, and recommendations. Provide a photo report and a copy of all survey data.

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

None

4. **Commencement Date:**

May 1, 2025

5. **Completion Date:**

August 31, 2025, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Names:

Telephone:

Rogelio De Las Casas

312-835-0272

Jennifer De Las Casas

312-636-2845

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs 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.

Test Point Survey Services – Not to Exceed \$68,915.79

9. **Payments:**

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

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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. **Special Safety Requirements:**

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant's legal obligations, Consultant is advised that it would be reasonable to assume that hazardous electrical voltage and current may be present at any time during the Services. Consultant must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances, and shall:

- i. Independently verify the presence or absence of AC electrical current on or in the vicinity of Owner's CP Test Facilities and its appurtenances and notify Owner and affected Consultant personnel accordingly. Owner shall

- instruct its employees to comply with the restrictions and prohibitions of Consultant's energy control program and procedures.
- ii. Take immediate and necessary measures to protect all workers, Owner employees, and general public from hazardous electrical voltage and current.
- iii. Work with Owner's personnel to control hazardous electrical voltages and current and control access to the locations where hazardous electrical voltages and currents are present.
- iv. Train and instruct Owner's personnel on the safe electrical working practices to be employed between the time of temporary control measures being employed through and up to the time when permanent control measures are applied.

11. **Modifications to Contract:**

None

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 April 18, 2025.

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ashley Spain

Title: Project Engineer

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

E-mail Address: spain@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

DELASCASAS CP, LLC

By: _____
Rogelio De Las Casas
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rogelio De Las Casas

Address: 111 Ambassador Ave, Romeoville, Illinois 60446

E-mail Address: rogelio@delascasascp.com

Phone: (312)-835-0272



Resolution #: R-32-25

Account: 01-60-663200; \$2,800

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: **A Resolution Approving a First Amendment to Task Order No. 10 under a Master Contract with DeLasCasas CP, LLC.**

Agenda Section: Engineering & Construction

Originating Department: Engineering

The Commission entered into a Master Contract with DeLasCasas CP, LLC for professional engineering services on August 23rd, 2021 in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. On August 15, 2023, the Commission approved R-46-24, Task Order No. 10 with DeLasCasas CP, LLC, for indeterminate corrosion protection assistance in the amount of \$15,000. Resolution No. R-32-25 would approve a First Amendment to Task Order No. 10 for additional assistance in troubleshooting leaking AC current at five Commission rectifier sites.

Earlier this year, stray AC current was detected on the Commission's 72" supply transmission main (TE-3/94) while investigating a different matter associated with Task Order No. 10. As a result, additional field support, beyond that which was previously contemplated and approved as part of Task Order No. 10, will be required to resolve the issue. DeLasCasas CP, LLC. has familiarity with the complexities associated with this transmission line and are well suited to identifying the issue as well as a proposed resolution. The proposed First Amendment to Task Order No. 10 would authorize DeLasCasas to investigate this matter and design mitigating actions for future construction.

Approval of this resolution would increase the cost by \$2,800, revising the not-to-exceed cost for Task Order No. 10 to \$17,800.

Recommended Motion:

To adopt Resolution No. R-32-25.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-32-25

A RESOLUTION APPROVING A FIRST AMENDMENT TO TASK ORDER NO. 10
UNDER A MASTER CONTRACT WITH DELASCASAS CP, LLC.

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

WHEREAS, the Commission entered into a contract with DeLasCasas CP, LLC (the “Consultant”), dated as of August 23, 2021 to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the “Master Contract”); and

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

WHEREAS, pursuant to Resolution No. R-46-24, the Commission approved Task Order No. 10 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. 10 to the Master Contract to add to the scope of work for Design Services and to increase the not-to-exceed cost of the services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and consultant that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Task Order No. 10 was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the First Amendment to Task Order No. 10 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the “Task Order”);

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

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

SECTION TWO: The Task Order attached hereto as Exhibit 1 shall be and hereby is approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff and Consultant, that the circumstances said to necessitate the Task Order was not reasonably foreseeable at the time the Master Contract was signed, the Task Order is germane to the Master Contract as signed, and/or the Task Order is in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS _____ DAY OF _____, 2025

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/R-32-25.docx

EXHIBIT 1

Wednesday, March 19, 2025

To: Jeff Loster
Engineer Manager
DuPage Water Commission
Phone: 630-834-0100
Email: loster@dpwc.org

From: Rogelio de las Casas
DeLasCasas CP, LLC (DLC₂P)
Cell: 312-835-0272
Email: rogelio@delascasascp.com

Reference: Troubleshooting AC leak to TE 3-94 due to DCI rectifier systems.

Project locations:

- 1) Rectifier #3
 - a. Review manufacturer's information about the rectifier unit's functionality.
 - b. Location GPS: 41.870672° -87.867541°
 - c. Field testing scope:
 - i. Troubleshoot the rectifier unit to determine the origin of the AC leak to the DC circuit site.
 1. Four hours to this location.
- 2) After the rectifier #3 has been reviewed and issue recognized, the rest of rectifiers field visit will be focused on the same issue found on the rectifier #3.
 - a. Total time to dedicate to the other four rectifiers: 8 hours. This time includes traveling to the rectifiers and completing the troubleshooting.
 - b. Locations to visit:
 - i. Rectifier #2, GPS: 41.869922° -87.903443°
 - ii. Rectifier #4, GPS: 41.866175° -87.838058°
 - iii. Rectifier #5, GPS: 41.865209° -87.815475°
 - iv. Rectifier #6, GPS: 41.863744° -87.771081°
 - c. If any other issues are found during the field visit to the rectifiers, DWC will be informed immediately.
- 3) Proposed solution to the issues, what rectifier component(s) should be replaced or acquired to solve the problem and any additional component to ensure this issue will not be repeated.

Cost Estimate

The cost estimate, on a non-to-exceed basis, for the services based on the scope above is as follows:

Total Cost Estimate: **\$2,800.00**

Proposal clarifications:

- 1) A Cathodic Protection Specialist will oversee the execution of the project.
- 2) DuPage Water Commission will facilitate access to the properties where the DWC existing CP components are found.

Please let us know if you have any questions regarding this proposal.



Thank you for the opportunity for DeLasCasas CP, LLC., to provide solutions to your cathodic protection needs. If you have any questions or concerns regarding this proposal, please get in touch with us using reference proposal No. PR-DWC-25-03-RCM V0



Regards,

Rogelio de las Casas

Engineering Operation Manager

DeLasCasas CP, LLC

NACE CP Specialist #6291

NACE Senior Corrosion Technologist #6291

Mobile: 312-835-0272

FIRST AMENDMENT TO TASK ORDER NO. 10

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and with DeLasCasas CP, LLC (“Consultant”), for Professional Engineering Services dated August 23, 2021 (the “Contract”), Owner and Consultant agree to amend, effective April 18, 2025, Task Order No. 10 for additional assistance in troubleshooting leaking AC current at five Commission rectifier sites.

1. **Project:**

Perform site inspections and testing, as necessary, to determine a resolution to the leaking AC current at five Commission rectifier sites, as delineated in the proposal from DeLasCasas CP, LLC dated March 19, 2025.

2. **Services of Consultant:**

Section 2 entitled “Services of Consultant” of Task Order No. 10 shall be modified as follows:

“A. Basic Services, as assigned by the Project Engineer in writing, to include:

1. Evaluation and mitigation of possible corrosion influences, as needed, that may be identified from time to time during emergency repair work, routine maintenance, or as become known at the quarterly CRCUC (Chicago Regional Committee on Underground Corrosion) meetings.
2. Performance of field testing, as needed, including the following:
 - ON and OFF Pipe-to-Soil potentials at test points
 - ON and OFF Casing-to-Soil potentials (when applicable)
 - ON and OFF potentials to verify electrical isolation (when applicable)
 - ON and OFF Pipe-to-Soil potentials, current magnitude and direction at existing bonds
 - Potentials, current direction, and magnitude at the sacrificial or impressed anode systems
 - Rectifier outputs
 - Current requirement testing
 - Soil resistivity testing
 - Troubleshooting of cathodic protection systems (when applicable)
 - Troubleshooting of Rectifiers 2-6 to determine the cause and resolution to leaking AC current.
3. Completion of a report summarizing the results of the data obtained, evaluation of data obtained, and recommendations, as needed. Provide a copy of all data, as needed.
4. Other Services as the Project Engineer deems necessary for corrosion mitigation.

B. Additional Services:

“None”

3. **Contract Price:**

Section 8, entitled “Contract Price” of Task Order No. 10 shall be amended in its entirety so that said Section 8 shall hereafter be and read as follows:

“8. Contract Price:

For providing, performing, and completing each phase of Services, an amount equal to Consultant’s Direct Labor Costs 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.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$17,800 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

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

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ashley Spain, PE
Title: Project Engineer
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: spain@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

DELASCASAS CP, LLC

By: _____
Jennifer De Las Casas
LLC Managing Member

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rogelio De Las Casas
Address: 111 Ambassador Ave, Romeoville, Illinois, 60446
E-mail Address: rogelio@delascasascp.com
Phone: (312) 835-0272



Resolution #: R-33-25

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: Owner's Technical Representative Contract for the WaterLink Pipeline Project

Agenda Section: Engineering & Construction

Originating Department: Engineering

With the WaterLink Project scheduled to begin construction in 2025, staff is recommending approval of a contract with an engineering firm to serve as an Owner's Technical Representative throughout the work. Having this role in place during the construction phase will help ensure that the project meets the desired goals of the DuPage Water Commission. In order to do so, the engineering firm selected for this work needs to be uniquely qualified with large diameter pipeline construction as well as have a clear understanding of the preferences of the Commission and the particular details of the WaterLink Project design.

Lockwood, Andrews and Newnam, Inc. (LAN) has been the lead agent of the WaterLink design team and has performed well throughout phases one and two. Members of the LAN staff have substantial expertise in the field of large diameter pipeline design and construction, serving on many AWWA policy committees, and they have a local office that is in close proximity to both the Commission offices and the WaterLink Project area. In addition, LAN staff have experience working with the Commission dating back to its original construction. For these reasons, staff believes LAN is well-suited to serve the Commission as described in an effort to increase the likelihood of a successful project.

LAN currently has an active Master Services Agreement (MSA) with the Commission. This contract will be formalized as Task Order #4 under the existing MSA with LAN. The recommended Task Order #4 is attached hereto.

For the reasons stated above, it is staff's recommendation that a contract with LAN Engineering, Inc., to provide services on an as-needed basis, be approved in the manner described in the attached Exhibit 1 to serve in the role of Owner's Technical Representative on the WaterLink Project.

Recommended Motion:

To approve Resolution No. R-33-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-33-25

A RESOLUTION TO AUTHORIZE TASK ORDER #4 UNDER A MASTER SERVICES AGREEMENT WITH LAN ENGINEERING TO PROVIDE OWNER’S TECHNICAL REPRESENTATION SERVICES ON THE WATERLINK PROJECT

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 has a Master Contract with Lockwood, Andrews & Newnam, Inc. (“LAN”) for general engineering services;

WHEREAS, the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) desire to connect to the Commission’s waterworks system via the WaterLink Pipeline Improvement Project (“WaterLink Project”);

WHEREAS, the Commission desires that LAN provide Owner’s Technical Representation services related to the WaterLink Project;

WHEREAS, Task Order Number 4 relates to certain Owner’s Technical Representation tasks related to the WaterLink Project;

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

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

SECTION TWO: The Task Order attached hereto as Exhibit 1 shall be and hereby is approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff and Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-33-25.docx

EXHIBIT 1

EXHIBIT E
SCOPE OF SERVICES

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated May 21, 2013, and Task Order No. 4, Owner and Consultant agree as follows:

- 1.0 Project: DuPage Water Commission (DWC) WaterLink Extension to the three WaterLink Communities and as more fully described in the As-Bid Phase II engineering plans and specifications for multiple construction contracts awarded on various dates in 2025.

LAN Phase III Engineering will include providing Technical Advisor services to the Owner during the construction phase of the WaterLink project. It is anticipated these services will include periodically attending construction meetings, construction site visits, attend stakeholder meetings as requested, provide field support as requested, conduct specialized training and workshops, advise on design revisions, review and answer RFIs, review critical product shop drawing submittals, and provide support during system commissioning as requested by DWC. These services are more fully defined in the following sections of this exhibit.

2.0 Consultant Services:

A. Technical Advisor Services:

1. Task 1 – Project Management

- a. Organize and manage the LAN project team.
- b. Attend regular coordination meetings with the DWC management team, as requested by DWC.
- c. Monitor the overall project construction schedule for milestones, including substantial completion and work with the project team to make recommendations to mitigate significant delays, as requested by DWC.
- d. Monitor estimates of probable cost as changes or additions are made to the project, as requested by DWC.
- e. Maintain project records, decision logs, and files.
- f. Facilitate communications between all parties, as requested by DWC.

2. Task 2 – Project Coordination and Meetings:

- a. DWC Project Kick-off and Progress Meetings: Attend the project kick-off meeting with the DWC, DWC's Program Manager, and Construction Engineering Consultants to determine project requirements, overall project schedule, critical project needs and best methods of communication for meetings and updates. Document control and file sharing will be discussed and addressed and shall comply with all WIFIA

requirements and any processes/procedures as established by DWC and the Program Manager. LAN will also attend each preconstruction meeting with the DWC team, including the Program Manager, Construction Engineering Consultant, and the selected contractor. It is anticipated that a responsibility matrix will be developed by the Program Manager to define each firm's role during the Phase III services.

- b. Construction Progress meetings: Attend construction progress meeting, as requested by DWC.
- c. Coordination with WaterLink Communities: Attend meetings with WaterLink Communities and others, as requested by DWC.
- d. Other Stakeholder Meetings: Attend meetings with Naperville, Aurora, and unincorporated areas (counties and townships) that will be impacted by construction, as requested by DWC. Periodic check-in meetings will be scheduled to gain input, find solutions to issues, and identify methods to mitigate impacts.
- e. Attend meetings with the DWC's Board, WaterLink Community Boards, and the public, as requested by DWC. Prepare educational displays/presentations to communicate meeting topics.
- f. Attend meetings with ComEd for project coordination of the pipeline design, as requested by DWC. Prepare exhibits, displays and presentations to communicate meeting topics.
- g. Prepare agendas and meeting minutes for each meeting. Follow-up on action items identified during the meetings.
- h. Visit the project sites as requested by DWC to observe the general quality of the executed work with respect to the Contract Documents. Discuss any issues with the Program Manager and work with the DWC project team to address any issues. Submit a written summary of the events to the DWC.
- i. Provide the DWC and CMI firms with on-site observations and field support related to the significant design items such as large diameter pipe, valves and other project critical items as requested by DWC. Submit a written summary of any noted findings to DWC.

3. Task 3 – Training and Workshops:
 - a. Create and execute a training workshop(s) as requested by DWC for the Program Manager, Construction Engineering Consultants, and contractors. The subject matter of this training program will focus special design requirements piping materials, specifications, and details of the projects so that field and installation services will render the greatest value to the DWC. Typical subjects covered in the training will include excavation, backfill, large diameter pipe and valve handling and installation, storage, and cathodic protection systems.
4. Task 4 – Additional Technical Support:
 - a. Provide technical assistance for not-foreseen activities and changes to scope.
 - b. Coordinate and prepare design revisions and additions that may be needed to respond to in field conditions.
5. Task 5 – Construction Phase Services
 - a. Receive and respond to Requests for Information (RFIs) from the Contractor related to the Engineer of Record's (EOR) design. Coordinate, track, and record related documents.
 - b. Receive and respond to all critical submittals, such as shop drawings and product and testing data from the Contractor related to the design. Coordinate, track, and record all received documents.
 1. Critical submittals include shop drawings related to water main pipe, trenchless/tunnel work plans, water main structures, valves, connection to existing DWC system, and cathodic protection.
 2. Review additional submittals, as requested by DWC.
 - c. Work with DWC and the Program Manager to combine and catalog product information and O&M documents provided by manufacturers, as requested by DWC.
 - d. Assist in the planning and execution of commissioning the WaterLink System, as requested by DWC.

3.0 Key Project Personnel:

Warren Green, PE
Project Director

Ozzie Garza, PE
Project Manager

Senior Project Support Staff (as needed)

Jeremy Nakashima, PE

Bob Card, PE (Senior Technical Advisor, SME)

Ben McCray, PE (Corrosion Engineer)

Jim Dean, PE (Electrical/Mechanical Engineer)

Mike Quinnell, PE

Tyler Dewar, PE

Greg Henry, PE

Christine Kirby, PE

Jeff Hansen, PE

Olivia Greco, EIT

Other support as needed.

4.0 Payments:

The fees for the above-described services shall be based on a time and material basis based on the following hourly rates and reimbursable expenses.

The following Hourly Rates are incorporated into and made a part of the agreement by and between Lockwood, Andrews & Newnam, Inc. ("Consultant") and the DuPage Water Commission ("Owner"). The Consultant and Owner (also referred to collectively as the "Parties" and individually as "Party") agree to the following:

- A. Rates are subject to annual escalation, and the Parties are in mutual agreement that these rates may increase annually.
- B. Reimbursables and other fees beyond direct employee hours are calculated and billed in addition to the above rate.

<u>Employee Category</u>	<u>Hourly Rate</u>
Principal / Q.A.	\$ 436.00
Subject Matter Expert	\$ 415.00
Senior Project Manager	\$ 368.00
Project Manager	\$ 276.00
Engineer VII	\$ 342.00
Engineer VI	\$ 282.00
Engineer V	\$ 263.00
Engineer IV	\$ 210.00
Engineer III	\$ 166.00
Engineer II	\$ 156.00
Engineer I	\$ 139.00
Senior Designer	\$ 221.00
CADD Designer	\$ 133.00
Project Controls Administrator	\$ 198.00
Administrative	\$ 131.00

“Reimbursable” or “reimbursable expense” shall be defined as a cost incurred by the Consultant in performing services on the Project, beyond the standard labor and overhead costs otherwise outlined in the Master Agreement and shall be applicable individually to any Work Order, Authorization or Notice-to-Proceed issued under such Master Agreement. Reimbursables include costs incurred in relation to:

- A. Transportation and authorized out-of-town travel and subsistence.
- B. Fees paid for assisting in obtaining the approval of authorities having jurisdiction over the Project.
- C. Printing, reproductions, plots, standard form documents.
- D. Postage, handling, and delivery.
- E. Expense of overtime work requiring higher than regular rates, if authorized in advance.
- F. Renderings, models, mock-ups, professional photography, and presentation materials requested.
- G. Other similar Project-related expenses.

The list above is not intended to be exhaustive. Other Project-related costs incurred by Consultant that do not appear on the list above, are nonetheless considered to be reimbursable expenses. Costs incurred by Consultant shall also be read to mean costs incurred by Consultant’s subsidiaries, employees, contractors, and consultants.

5.0 Modifications to Contract: None

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 April 17, 2025.

DuPage Water Commission

By: _____

Paul D. May, PE
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paul D. May, PE

Title: General Manager

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

E-mail Address: may@dpwc.org

Phon: (630) 834-0100

Fax: (630) 834-0120

Lockwood, Andrews & Newnam, Inc.

By: _____

J. Warren Green, PE
Vice President/Chief Engineer

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: J. Warren Green, PE

Title: Vice President/Chief Engineer

Address: 18W140 Butterfield Road, Suite 920, Oakbrook Terrace, IL 60181

E-mail Address: jwgreen@lan-inc.com

Phone: 630-918-2494



Resolution #: R-34-25

Account: 01-80-852010

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: Construction Staking Contract for the WaterLink Pipeline Project

Agenda Section: Engineering & Construction

Originating Department: Engineering

The WaterLink Project currently consists of five pipeline bid packages, with a sixth for the construction of all seven metering stations. All six bid packages will be advertised for bid in a staggered manner. With the potential involvement of several different contractors and multiple construction engineering firms providing construction oversight, staff recommends a single contract for the purpose of construction staking for the entire WaterLink Project in order to maintain an appropriate level of consistency and reduce the potential for errors and disputes.

Robinson Engineering Ltd. (REL) has been a member of the WaterLink design team and has performed well throughout phases one and two. As such, they have obtained a significant degree of intimate project knowledge, including managing the survey work for the design activities, identifying and engaging with ROW owners and prospective easement grantors, and managing identification and utility location for conflicting existing utilities along the corridor. This involvement, in addition to firm resources and experience, makes REL best suited to provide construction staking on all bid packages.

REL currently has an active Master Services Agreement (MSA) with the Commission. This contract will be formalized as Task Order No. 01 under the existing MSA with REL. The recommended Task Order No. 01 is attached hereto. Though the cost for all services identified totals \$1,207,576, the only portion of the work Staff is seeking authorization for at this time is that which is associated with the initial "Book Road Bid Package" (TW-6/25-1) and the project contingency. Additional authorizations associated with the remaining bid packages will be sought at a future date(s).

For the reasons stated above, it is staff's recommendation that a contract with Robinson Engineering, Ltd. be approved in the amount of \$297,928.00 to provide construction staking for the "Book Road Bid Package" (TW-6/25-1).

Recommended Motion:

To approve Resolution No. R-34-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-34-25

A RESOLUTION TO AUTHORIZE TASK ORDER #1 UNDER A MASTER SERVICES AGREEMENT WITH ROBINSON ENGINEERING, LTD., FOR CONSTRUCTION STAKING SERVICES ON THE WATERLINK PROJECT

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 has a Master Contract with Robinson Engineering, Ltd. (“REL”) for general engineering services;

WHEREAS, the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) desire to connect to the Commission’s waterworks system via the WaterLink Pipeline Improvement Project (“WaterLink Project”);

WHEREAS, the Commission desires that REL perform construction staking services related to each bid package associated with the WaterLink Project;

WHEREAS, Task Order Number 1 relates to certain construction staking tasks related to each bid package associated with the WaterLink Project;

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 scope of services items associated with the “Book Road Bid Package” (TW-6/25-1) and project contingency as identified in the Task Order 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 Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master

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

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2025/R-34-25.docx

EXHIBIT 1

Task Order No. 1

This Task Order No. 1 is being entered into between DuPage Water Commission (referred to herein as the “Owner” or the “Commission”) and Robinson Engineering, Ltd. (the “Consultant”) as of April 17, 2025 (the “Effective Date”) and hereby agree as follows:

WHEREAS, Owner and the Village of Montgomery (“Montgomery”), the Village of Oswego (“Oswego”) and the United City of Yorkville (“Yorkville”) (Oswego, Montgomery and Yorkville - collectively referred to herein as the “Waterlink Communities”) have entered into an Escrow Intergovernmental Agreement dated October 17, 2024 (the “Escrow Agreement”) to fund, *inter alia*, Phase III Engineering including the construction, testing and commissioning of a water transmission main connecting the Commission’s waterworks system (the “Commission System”) to the Waterlink Communities’ waterworks systems (the “Project”); and

WHEREAS, Owner and Consultant have previously entered into a Master Contract for Professional Engineering Services dated April 19, 2018 (the “Master Contract”); and

WHEREAS, Section 1.1 of the Master Contract contemplates Owner and Consultant entering into Task Orders to perform specific tasks; and

WHEREAS, Owner and Consultant wish to enter into this Task Order No. 1 for Consultant to provide services for the Project as more fully set forth below (the “Project Services”).

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, Owner and Consultant hereby agree as follows:

1. The above recitals are hereby incorporated as if fully set forth herein.
2. Capitalized terms used, but not otherwise defined herein, shall have their respective meanings as set forth in the Master Contract.
3. To the extent any of the provisions of this Task Order conflict with the Master Contract or the attached Exhibit A, Scope of Services, this Task Order will apply.
4. Owner’s right to terminate or suspend the Project Services under Section 1.9 of the Master Contract is reconfirmed herein and shall be effective within forty-eight (48) hours unless the Owner’s notice of termination sets forth a longer time period. Consultant acknowledges that Owner may suspend or terminate the Project Services at its sole discretion for any reason, including but not limited to the escrow required under the Escrow Agreement not being fully funded by the Waterlink Communities.

5. Notwithstanding anything else set forth in this Task Order, Consultant shall only take direction regarding or relating to Project Services from Owner. The Waterlink Communities, their officers or employees will have no authority to approve change orders or provide any other direction to Consultant.
6. Payment for services under this Task Order No. 1 shall be in accordance with Exhibit B. Consultant shall submit monthly pay requests on or before the fifteenth (15th) day of the month for Project Services completed in the prior calendar month. Each pay request shall contain releases and waivers of lien for Consultant for the current Project Services that payment is being requested for and releases and waivers of lien for all subcontractors for the prior calendar month.
7. All Project Services, including those supplied by Consultant's subcontractors, must comply with the Water Infrastructure and Finance Innovation Act ("WIFIA") and any other federal funding compliance requirements.
8. Consultant understands that the Project Services and the Project itself is being performed in stages. Consultant only has the authority to provide services for those portions of the Project that have been approved by the Commission's Board of Commissioners and may or may not receive additional contracts for additional services on the Project.
9. Except as expressly amended by this Task Order, the remaining terms, covenants, conditions, and provisions of the Master Contract shall remain unchanged and in full force and effect, and the Task Order, as amended herein, shall constitute the full, true, and complete agreement between the parties.
10. This Task Order shall be binding upon and inure to the benefit of the parties, and their successors and assigns.
11. If any provision of this Task Order is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Task Order shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Task Order shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Task Order, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.
12. This Task Order may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (PDF) is as effective as executing and delivering this Task Order in the presence of the other parties to this Task Order.

IN WITNESS WHEREOF, Owner and Consultant have caused this Task Order No. 1 to be executed in two (2) original counterparts as of the day and year first written above.

Attest/Witness:

DUPAGE WATER COMMISSION

By: _____
Clerk

By: _____
James F. Zay, Chairman

Attest/Witness:

ROBINSON ENGINEERING, LTD.

By: _____

By: _____

Name: Van Calombaris, PE

Name: Aaron E. Fundich, PE

Title: Director of Operations

Title: Chief Executive Officer

EXHIBIT A

SCOPE OF SERVICES

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated April 19, 2018, and Task Order No. 1 dated April 17, 2025, Commission and Consultant agree as follows:

- 1.0 Project: DuPage Water Commission WaterLink Extension to the WaterLink Communities and as more fully described in the 100% complete Phase II engineering plans and specifications for multiple construction contracts awarded on various dates in 2025-26.

Consultant scope of services for Phase III Engineering will include construction staking and layout of proposed Waterlink Extension improvements, including proposed watermain pipelines, structures and appurtenances, tunneling locations, delivery stations, erosion control elements, pavement widening/replacement, curb, sidewalk, driveway, culvert replacements, other project construction elements as required, and temporary construction easement limits to delineate allowable construction zones. Deliverables will include field staking, paint markings and/or other monumentation for utilization in properly implementing the project design into a constructed and fully commissioned project. Work would be coordinated among the Commission's Construction Program Manager, and the various Phase III Construction Engineering Consultants and Contractors involved with multiple construction contracts awarded by the Commission.

It is understood and agreed that Phase III services will be provided at various times throughout multiple construction contracts, generally projected to occur between July 2025 and April 2028. It is further understood that the overall project scope will include up to six (6) separate pipeline construction contracts, one delivery station contract, and associated number of potential contractors and Phase III Construction Engineering Consultants.

Professional services related to final as-built drawings will be provided primarily by others are excluded from this scope of services. If needed, these would be provided as Additional Services and/or under separate Task Order as deemed appropriate by Commission.

- 2.0 Consultant Services:

- A. Phase III Basic Services:

1. Task 1 – Project Management

- a. Organize and manage the Consultant project team.
- b. Prepare monthly project status reports and project updates for the Commission to share with Board, WaterLink Communities, and other stakeholders.
- c. Prepare project staking schedule (based on approved Contractor construction schedules) for review with the Commission and maintain the schedule throughout the course of the project.
- d. Prepare and maintain management schedule listing Commission, Contractor and Consultant's responsibilities and milestones.

- e. Maintain project records, decision logs, and files.
- f. Maintain all communications between the Consultant and construction team parties.
- g. Provide quality control (QC) services for all construction staking/layout work.

2. Task 2 – Project Coordination and Meetings:

- a. Commission Project Kick-off and Progress Meetings: The project kick-off meeting will be used to clarify Commission requirements for the project, overall project schedule, critical project needs and best methods of communication for meetings and updates. Document control and file sharing will be discussed and addressed and shall comply with all WIFIA requirements and any processes/procedures as established by the Commission and Construction Program Manager. Monthly meetings will be held for updates to discuss progress and decisions needed. Bi-weekly or individual meetings will be scheduled during critical periods of construction or as needed. Thirty-Six (36) meetings are budgeted with the Commission Construction Team for Phase III staking/layout services, based on 1.5 meetings per month between July 2025 and April 2028.
- b. Pre-Construction Meetings: Attend up to 7 pre-construction meetings (one for each contract) with the Commission, Contractors, Consultants and others deemed appropriate by the Commission.
- c. ComEd Meetings: Attend meetings with ComEd as needed for project coordination of the pipeline construction. Attendance at six (6) meetings with ComEd are budgeted for Phase III staking/layout services.
- d. Attend project meetings with regulatory agencies, railroads, state, county and township highway authorities, and private utilities other than ComEd, during the construction phase as needed. Twelve (12) meetings with permitting agencies and entities are budgeted for Phase III staking/layout services.
- e. Requests for pertinent data and information will be transmitted as requested to city, utility, county, townships, and railroad entities located along the pipeline routes.
- f. Follow-up on action items identified during the meetings.

3. Task 3 – Pre-Construction Video Services

- a. Upon authorization to proceed with services associated with each bid

package, Consultant will conduct a color audio-video survey of the entire construction area (for the associated bid package).

- b. Video capture process shall utilize some form of stabilization methodology and camera shall be moved at a uniform rate consistent with the amount of detail being recorded. Any video captured from a moving vehicle shall be at speed of no more than 5 miles per hour. Any video captured from a drone shall be at an elevation of no more than 20 feet above ground level.
- c. All video shall include narration and shall be captured in a manner that shows the full width of the limits of construction, areas of construction ingress/egress, material and equipment storage areas, and any other locations that may be impacted by the project.
- d. Pre-construction video shall be a clean, clear and of a sharp color picture. It shall include the month/day/year and time of the recording and shall be indexed (via stationing).
- e. Video survey work shall be performed during acceptable weather, not to include snow (falling or accumulated), rain, fog, or elongated shadows that may distort perception and prevent clear resolution. All surface conditions shall be captured and the camera shall be stopped at areas of special features for a minimum of 10 seconds to allow for documentation.
- f. All work shall be performed and submitted to the Owner for review prior to the Contractor mobilizing to the site.

4. Task 4 – Create Construction Staking Plans

- a. From final AutoCAD Civil 3D design drawings, download electronic northing/easting coordinates of all pertinent construction items including but not limited to the proposed watermain alignment, butterfly valves, air release valves, horizontal and vertical pipe bends, tees and other pipe junctions, tunneling pits, structure replacements, erosion control fencing and temporary construction easements into a construction staking plan used by survey crews to physically locate said coordinates in the field. Construction staking coordinates to reflect appropriate offsets as discussed with contractors at pre-construction meetings.
- b. Digital staking plans to be maintained throughout duration of construction for use as needed to verify accuracy of as-constructed facilities.

5. Task 5 – Construction Staking & Layout

- a. All proposed watermain pipeline layouts shall occur utilizing Global Navigation Survey System (GNSS) / Global Positioning System (GPS) techniques in conjunction with terrestrial surveying methods. The layout shall occur utilizing Illinois State Plane Eastern Zone grid coordinates for the horizontal datum. The layout shall utilize the North American Vertical Datum of 1988 (NAVD '88) as determined using GNSS/GPS techniques in conjunction with geoid modeling. Geoid '18 shall be utilized to estimate orthometric heights (elevations) from the

measured ellipsoid heights determined by GNSS/GPS measurements. Utilizing these methods, the horizontal position of any point through the project will be within one tenth of a foot horizontally and two tenths of a foot vertically.

Where necessary, GNSS/GPS techniques in conjunction with terrestrial surveying methods shall be utilized to collect topographic data that is necessary to supplement the project data in areas where the replacement of capital improvements (i.e. roadway elevations, road curbing, driveways and culverts, storm sewer, sanitary sewer, water main) are disturbed during the installation of the proposed water main pipeline. Hard surface measurement shall be conducted utilizing terrestrial methods rather than GNSS/GPS techniques. All supplemental data shall be collected using Illinois State Plane Eastern Zone *grid* coordinates and 1988 (NAVD '88) orthometric heights to correspond to the project datums. This supplemental information collected shall be utilized to design or replace in kind those capital improvements disturbed during the installation of the proposed water main pipeline, including structure replacements, curb, sidewalk and pavement restoration, ditch re-grading, etc.

- b. Consultant survey crews shall perform single occurrence field staking and layout for all construction elements listed in Task 3(a). Subsequent re-staking and layout due to contractor negligence, vandalism/theft or other factors beyond Consultant's control shall be covered as described under Task 5.
- c. Construction staking to reflect appropriate offsets as discussed with contractors at pre-construction meetings and on-site field meetings. Offsets from the proposed water main pipeline would be marked such that the proposed location of the water main pipeline and appurtenant structures could be re-established should the delineation of the proposed water main pipeline alignment and appurtenant structures be disturbed or destroyed due to construction operations as is anticipated.
- d. The position of proposed construction fencing (erosion control/silt fence, high visibility safety fence, dual fence barrier, etc.) including horizontal points of intersection, and any potential curvilinear alignments, will be marked online, with no additional offsets to be provided.
- e. It is not anticipated that the limits of the permanent easements would be marked as the marking of the proposed water main pipeline alignment should prove adequate to place the water main pipeline within the easements that are acquired. However, should adjustments be required during construction operations, the limits of permanent easements may be marked as needed.
- f. The limits of proposed temporary easements will be marked such that the extreme limits of the construction area are clearly identified such

that the contractor knows the bounding limits of the allowable work area.

- g. In general, the above elements would be marked on site at no denser spacing than one-hundred-foot intervals. Where circumstances require denser spacing, closer intervals may be accommodated.
- h. Four corners for building locations at seven (7) metering stations and one (1) chlorine building will be staked at appropriate offsets, along with the incoming site pipeline locations and connection points the Waterlink communities' facilities.

6. Task 6 – Additional Services

- a. Re-staking of project construction elements that for reasons beyond the reasonable control of Consultant, are required to be repeated due to stakes and/or paint markings being damaged or removed by others.
- b. Additional Phase II design or easement services, and/or Phase III construction services, needed due to change orders approved by Owner that alter the alignment of the proposed watermain pipeline construction elements after the original project elements have already been staked in the field.

3.0 Commencement Date: Effective Date of This Task Order

4.0 Projected Schedule Dates for Phase III Staking & Layout Services:

- A. Begin Project Administration – 6/1/2025
- B. Pre-Construction Meetings and Contractor NTP – 6/1/2025 through 7/31/2026
- C. Construction Staking and Layout Services – July 2025 to April 2028

5.0 Key Consultant Project Personnel:

Aaron Fundich, PE Project Manager	Randell E. Gann, PLS Survey Manager	Kevin McGuffin Survey Crew Chief
John Hilsen, PE Senior Engineer	Andrew P. Gulden CAD Manager	Robert Hunger Survey Crew Chief

6.0 Contract Price:

We propose that our total base fee for this Phase III construction staking and layout work (including reimbursable expenses) enumerated in Tasks 1 thru 4 above will be One Million, One Hundred Fifty-Eight Thousand, Seventy-Six Dollars (\$1,158,076), which will not be exceeded without written authorization from the Commission.

We further propose that a contingency amount of Forty-Nine Thousand Five Hundred Dollars (\$49,500.00) be included within Task Order No. 1 for potential Additional Services described in Task 5 above, which will not be utilized without written authorization from the Commission.

See Attached Tables in Exhibit B for Level of Effort Breakdown

Payments:

The fees for the Basic Services shall be payable on a time and material basis for the scope of work as described in the preceding sections. The “per-contract” fee ***totals***, as established below, shall be considered not-to-exceed fees for each construction contract and shall not be exceeded unless there is a change in the scope of services and the Commission authorizes the change in scope and associated fee increase. Due to the differences in the staking scope of work for various segments of the overall project – primarily due to some areas requiring roadway rehabilitation - the per lineal foot cost will vary from contract to contract, summarized as follows:

<i>Contract No.</i>	<i>Corridor</i>	<i>Est. Length</i>	<i>Staking Cost per LF</i>	<i>Total</i>
TW-6/25-1	Book Road	16,200	\$15.335	\$248,428
TW-6/25-2	ComEd East	30,000	\$5.784	\$173,506
TW-6/25-3	ComEd West	30,000	\$5.410	\$162,306
FW-1/25-1, 2	36” Pipes	47,000	\$6.050	\$284,364
FW-1/25-3	IL-Route 71	20,100	\$7.505	\$150,852
FW-1/25-4	Small Pipes	18,700	\$5.516	\$103,156
<u>Metering Stations / Chlorine</u>		3,000	\$11.821	\$ 35,464
Totals		165,000	\$7.019	\$1,158,076

Fees for Additional Services from the contingency amount, if necessary as determined and authorized by the Commission, would be billed at time and materials rates included within Exhibit B.

7.0 Modifications to Master Services Agreement: None

8.0 Attachments: Exhibit B – REL Phase III Level of Effort – Staking & Layout

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 March 20, 2025.

DUPAGE WATER COMMISSION

By: _____
Paul D. May, PE, General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paul D. May, PE Title: General Manager

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

4642 E-mail Address: may@dpwc.org

Phone: (630) 834-0100 Fax: (630) 834-0120

ROBINSON ENGINEERING, LTD.

By: _____
Aaron E. Fundich, PE
Chief Executive Officer

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Aaron E. Fundich, PE

Title: Chief Executive Officer

Address: 127 N. Walnut Street, Suite 200, Itasca IL 60143

E-mail Address: afundich@reltd.com

Phone: 708-574-3769

Exhibit B - REL Phase III Level of Effort - Staking & Layout DuPage Water Commission WaterLink Extension

		PRINCIPAL / PROJECT DIRECTOR	SENIOR PM	PM	SENIOR ENGINEER	ENGINEER V	ENGINEER IV	ENGINEER III	ENGINEER II	ENGINEER I	CAD MANAGER	SENIOR DESIGNER	CADD DESIGNER	GIS COORDINATOR	GIS DEVELOPER	FIELD SUPERINTENDENT	1-MAN FIELD CREW*	2-MAN FIELD CREW*	CHIEF LAND SURVEYOR	ADMIN. ASSISTANT	TOTAL HOURS	TOTAL FEE		
BILLING RATE RANGE																								
2025-27 Avg REL Billing Rate		\$283.00	\$253.00	\$216.00	\$232.00	\$195.00	\$181.00	\$169.00	\$156.00	\$148.00	\$208.00	\$182.00	\$157.00	\$207.00	\$181.00	\$232.00	\$198.00	\$344.00	\$222.00	\$119.00				
NO.	TASK DESCRIPTION																							
1.0	Project Management	44	0	0	8	0	0	92	0	0	72	0	0	0	0	72	0	0	24	40	352	\$71,624		
REL A	Overall Project Management - Staking/Layout	24						32													56	\$12,200		
REL B	Monthly Status Reports - Staking/Layout	6						12								24				40	82	\$14,054		
REL C	Prepare and Manage Project Staking Schedules (7)	6						12			24					24					66	\$14,286		
REL D	Prepare & Maintain Project Documentation	6			8			36			24					24					98	\$20,198		
REL B	Staking / Layout Quality Control	2									24								24		50	\$10,886		
																					0	\$0		
2.0	Project Coordination & Meetings	62	0	0	42	0	0	56	0	0	24	0	0	0	0	0	0	0	62	0	246	\$55,510		
REL A	Kick-off & Monthly DWC Status Meetings (36 mtgs)	18			12			12													42	\$9,906		
REL	Pre-Construction Meetings (7)	14			6			8											14		42	\$9,814		
REL	Additional DWC Coordination Meetings - ComEd (6)	6						12													18	\$3,726		
REL	Additional DWC Coordination Meetings - Other Stakeholders (12)	12			12			12											24		60	\$13,536		
REL	Internal Staff Meetings - Scheduling, etc.	12			12			12			24								24		84	\$18,528		
																					0	\$0		
3.0	Create Construction Staking Plans	14	0	0	0	0	0	56	0	0	332	416	384	0	0	0	0	0	0	0	1202	\$218,482		
REL	TW-6/25-1 (Book Rd). 3,000' Temp 16,000' Road - 6,000' Curb	2						8			40	60	40								150	\$27,438		
REL	TW-6/25-2 (ComEd E) 3,500' - 248th Ave/95th- 1000' Harvey - 1000' Path	2						8			64	72	72								218	\$39,638		
REL	TW-6/25-3 (ComEd W) 2,000' Commerce - 1000' Kendall Pt Dr Curb/EPs	2						8			56	72	60								198	\$36,090		
REL	FW-1/25-1,2 (36" pipe) 1,000' Harvey - 3,000' Collins Curb/EPs. 15 Drives	2						8			80	100	100								290	\$52,458		
REL	FW-1/25-3 (IL-71) 3,000' Path R/R; 10 Drives; 7 roadway Xings	2						8			36	48	64								158	\$28,190		
REL	FW-1/25-4 (Small pipes) 1,500' Hill Rd, 1,000' Tuscan Trail Curb/EPs	2						8			32	40	48								130	\$23,390		
REL	7 Metering Stations / Chlorination Building Contract	2						8			24	24									58	\$11,278		
																					0	\$0		
4.0	Field Staking & Layout	28	0	0	112	0	0	172	132	0	0	0	0	0	0	156	2376	456	104	0	3536	\$770,160		
REL	TW-6/25-1 (Book Rd). 3,000' Temp 16,000' Road - 6,000' Curb	4			40			24	48							32	480	180	12		820	\$189,004		
REL	TW-6/25-2 (ComEd E) 3,500' - 248th Ave/95th- 1000' Harvey - 1000' Path	4			24			24	24							24	360	36	16		512	\$107,284		
REL	TW-6/25-3 (ComEd W) 2,000' Commerce - 1000' Kendall Pt Dr Curb/EPs	4			8			24	12							24	356	36	16		480	\$100,908		
REL	FW-1/25-1,2 (36" pipe) 1,000' Harvey - 3,000' Collins Curb/EPs. 15 Drives	4			24			40	24							32	580	128	24		856	\$188,828		
REL	FW-1/25-3 (IL-71) 3,000' Path R/R; 10 Drives; 7 roadway Xings	4			8			24	12							24	356	36	16		480	\$100,908		
REL	FW-1/25-4 (Small pipes) 1,500' Hill Rd, 1,000' Tuscan Trail Curb/EPs	4			8			24	12							12	180	40	12		292	\$63,764		
REL	7 Metering Stations / Chlorination Building Contract	4			12			12								8	64		8		96	\$19,464		
																					80	238	\$42,300	
5.0	Pre-construction Videotaping	8	0	0	76	0	0	68	0	0	0	0	0	0	0	6	0	0	0	80	238	\$42,300		
REL	Pre-construction Videotaping - 7 contracts - Field Collection	4			16			60								6					86	\$16,376		
REL	Preconstruction Videotaping - 7 contracts - Video/Audio Editing	4			60			8												80	152	\$25,924		
REL	TOTAL HOURS REL	156	0	0	238	0	0	444	132	0	428	416	384	0	0	234	2376	456	190	120	5574			
TOTAL HOURS		156	0	0	238	0	0	444	132	0	428	416	384	0	0	234	2376	456	190	120	5574			
SUBTOTAL REL		\$44,148.00	\$0.00	\$0.00	\$55,216.00	\$0.00	\$0.00	\$75,036.00	\$20,592.00	\$0.00	\$89,024.00	\$75,712.00	\$60,288.00	\$0.00	\$0.00	\$54,288.00	\$470,448.00	\$156,864.00	\$42,180.00	\$14,280.00		\$1,158,076		
TOTAL FEES		\$44,148.00	\$0.00	\$0.00	\$55,216.00	\$0.00	\$0.00	\$75,036.00	\$20,592.00	\$0.00	\$89,024.00	\$75,712.00	\$60,288.00	\$0.00	\$0.00	\$54,288.00	\$470,448.00	\$156,864.00	\$42,180.00	\$14,280.00		\$1,158,076		
TOTAL																					TOTAL BASE FEE:		\$1,158,076	
																					250 HRS @ \$198/HR = \$49,500.00		CONTINGENCY FEE (4.3%):	\$49,500
																					TOTAL CONTRACT AMOUNT:		\$1,207,576	

* Prevailing Wage Construction Rates for Covered Work per US Dept. of Labor / Davis-Bacon Act



Resolution #: R-35-25

Account: 01-80-852010; \$233,000

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: A Resolution Authorizing the Pre-purchase of three 54" valves for the WaterLink Project.

Agenda Section: Engineering & Construction

Originating Department: Engineering

With the WaterLink Project construction phase approaching, staff continues to assess the need to prioritize various components of the work in an effort to offset potential delays and/or cost increases. As was discussed in January (2025) the ability to pre-purchase critical-path project valves can substantially mitigate scheduling delays during the construction phase. The main reason for this is the fact that these valves have a lead time of 38-40 weeks from the time of purchase to delivery. Purchasing them in advance of awarding the associated construction contract will ensure that the work can progress uniformly, without a delay for delivery of these critical components.

In addition to mitigating scheduling impacts, the ability to pre-purchase project valves also enables the purchase of these components at known pricing, rather than being subject to the potential price volatility associated with global economic conditions, or contractor up-charges. Additionally, while these valves are subject to American Iron and Steel (AIS) requirements as part of the federal funding received by the WaterLink Communities, any increase in the pricing of international steel is likely to drive more buyers toward domestic steel, which can have substantial impacts on both the price of domestic steel as well as foundry capacity, which could lengthen lead times.

The requested authority to purchase three 54" butterfly valves is needed to ensure that all valves are on-hand for the construction of the initial construction package, referred to as the "Book Road Bid Package", which contains a total of six valves. The purchase of three 48" butterfly valves associated with the connection at the Commission's existing distribution network were approved in January and are now on order. The remaining three butterfly valves are 54" diameter and are located approximately one mile apart along the remainder of the pipeline to provide the ability to isolate sections of transmission main in the event of a leak/failure/utility hit/etc.

In an effort to maintain consistency throughout the Book Road Bid Package, staff solicited pricing from Val-Matic Valve and Manufacturing Corp. (Val-Matic) as they were the lowest responsible bidder during the previous competitive solicitation. Having all six valves from the same manufacturer will ensure consistency with regard to contractor installation as well as valve maintenance and performance.

At this time, staff is requesting approval of Resolution No. R-35-25 to authorize the General Manager to purchase three, 54" butterfly valves from Val-Matic Valve and Manufacturing Corp., at an estimated cost of \$233,000. This action does not include installation services, which will be completed by the contractor during the WaterLink construction phase.

Recommended Motion:

To approve Resolution No. R-35-25.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-35-25

**A RESOLUTION AUTHORIZING THE PRE-PURCHASE OF
THREE VALVES FOR THE WATERLINK CONSTRUCTION PROJECT FROM VAL-MATIC**

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited proposals to furnish butterfly valves; and

WHEREAS, the Commission desires to pre-purchase three (3), fifty-four-inch (54") butterfly valves to facilitate the initial construction phase; and

WHEREAS, the designated valves are considered critical infrastructure; and

WHEREAS, it is staff's determination that time is of the essence and expediting the delivery of these valves is paramount: and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Val-Matic Valve and Manufacturing Corp., is favorable to the interest of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby authorizes the purchase of three (3) fifty-four-inch butterfly valves from Val-Matic Valve and Manufacturing Corp., for the price set forth in the Proposal, \$233,000.00.

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

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/R-35-25.docx

EXHIBIT 1



VAL-MATIC® VALVE AND MANUFACTURING CORP.

905 RIVERSIDE DRIVE • ELMHURST, IL 60126
PHONE (630) 941-7600 • FAX (630) 941-8042
www.valmatic.com • e-mail: valves@valmatic.com

BID PROPOSAL# A040425-1

Date: 4/04/25

To: DuPage Water Commission

Attn: Jeff Loster, PE, Engineering Manager

Job: WaterLink Extension Contract TW6-S1

Dear Mr. Loster,

Val-Matic® is pleased to offer the following.

Quantity	Size	Model & Description	Net Unit Price
1	54"	2454/2K02AXDX – AIS Compliant AWWA C504 250B* Flanged Butterfly valve w/125# flange drilling, Ductile iron body and disc, 17-4ph SS stub shafts, EPDM seat on disc, 316SS body seat ring, submerged service traveling nut actuator w/stainless steel operating nut, stainless steel interior and exterior valve/bonnet/gear bolting, holiday free fusion bonded epoxy interior/exterior valve coating, 2-part epoxy exterior actuator coating	\$68,600.00
2	54"	2454/2K02AXDX – AIS Compliant AWWA C504 250B* Flanged Butterfly valve w/125# flange drilling, Ductile iron body and disc, 17-4ph SS stub shafts, EPDM seat on disc, 316SS body seat ring, 8'-3" centerline to centerline sealed carbon steel extended bonnet, submerged service traveling nut actuator w/stainless steel operating nut, stainless steel interior and exterior valve/bonnet/gear bolting, holiday free fusion bonded epoxy interior/exterior valve coating, 2-part epoxy exterior actuator coating	\$82,200.00
TOTAL F.O.B. FACTORY NET LOT PRICE			\$233,000.00

***Material deviation from spec.**
250B rated valves are being proposed based on spec. section 2.03.E.1 that calls for a 250psi transient pressure. Our 150B BFV's only carry a 200psi max surge pressure allowance. Our 150B 2000 series and 250B 2400 series valves are dimensionally the same. 17-4ph SS stub shafts are required to achieve the 250B rating instead of the 316SS shaft material called out in spec. section 2.03.D.3

Notes: 1. Any deviation from this quotation can result in a change of price and availability for the items

- listed herein.
2. Start-up and/or field services are included for one technician up to 5 days total.
 3. Factory witness testing less travel expenses is included and will be performed at our Addison, IL facility
 4. Standard Operation, Installation, and Maintenance manuals included.
 5. 5 year extended standard warranty from the date of shipment included.
 6. Products quoted comply with American Iron and Steel (AIS) requirements

WQA NSF 61 We do hereby certify compliance of all of our product lines for lead free drinking water systems per NSF/ANSI 372/Annex G, California AB 1953 requirements.

Pricing: Valid 90 days and based on quantities and models shown.

Terms: **100% Net 30 days. Liquidated damages and/or retention are not allowed.**
All sales are subject to the Val-Matic Valve & Manufacturing Corp. (Val-Matic), Terms of Sale effective on receipt of the purchase order, which are incorporated in full by this reference. The Terms of Sale are available at <http://www.valmatic.com/terms.html>, and can be provided to the purchaser upon request. Val-Matic limits acceptance to the Terms of Sale, and objects to any other additional or different terms in the purchase order or acceptance.

Freight: F.O.B. factory with full freight allowed

Shipment: Approximately 38-40 weeks after receipt of approved drawings/purchase order.

Delivery is based on current material availability and is subject to prior sales.

Val-Matic® thanks you for this opportunity. Feel free to contact us if we may be of further service.

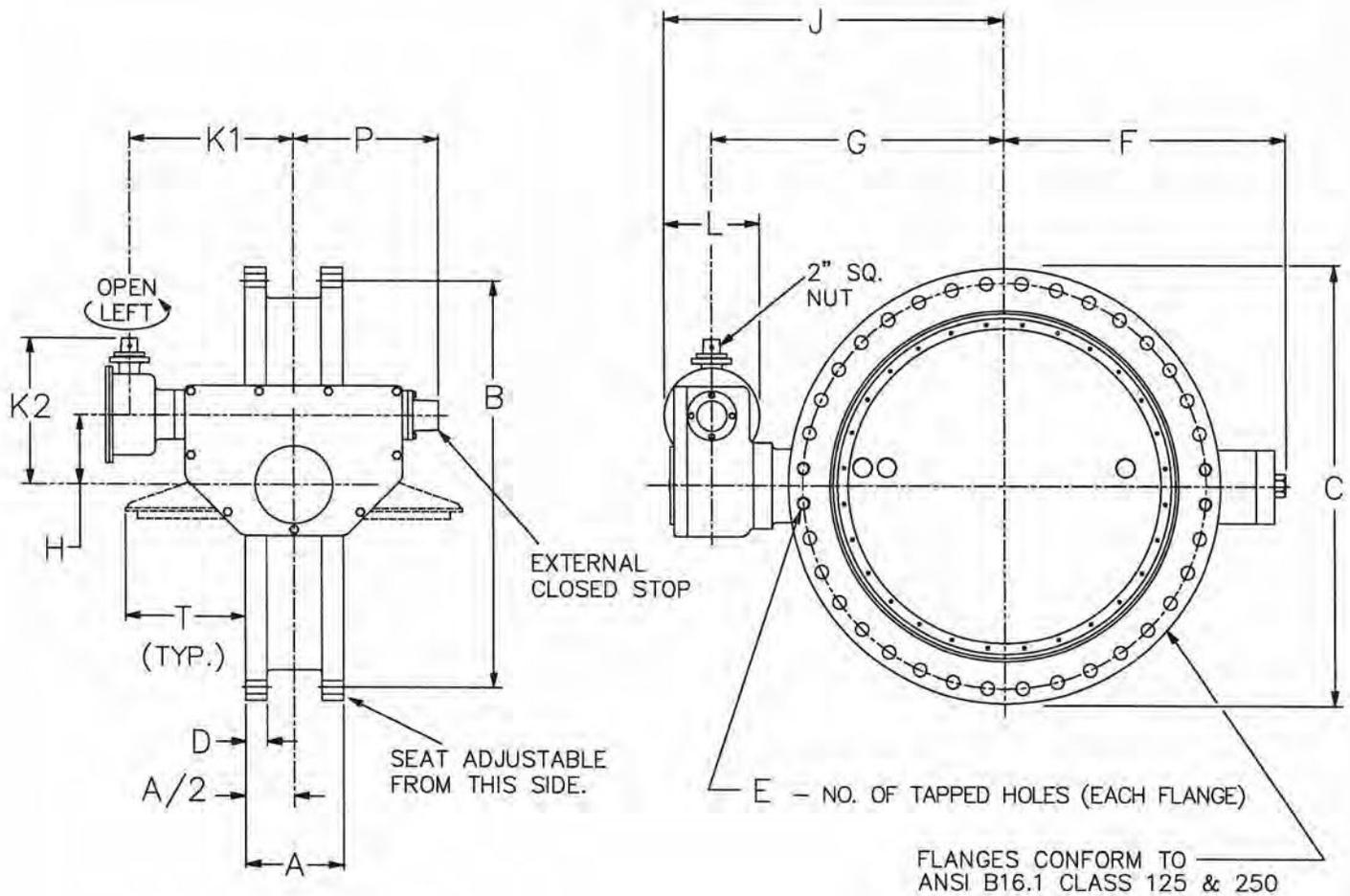
Prepared by,



Val-Matic Valve & Mfg. Corp.

Aaron Kielar

Central Regional Sales Manager
Val-Matic Valve & Mfg. Corp.



COLD WORKING PRESSURE 150 PSI (150B) 250 PSI (250B)

DRAWING DEPICTS 42" CLASS 150B SIZE TO SCALE

DIMENSIONS, INCHES

VALVE SIZE	AWWA C504 CLASS	A	B	C	D	E Qty.	E Tap	E Deep	F	G	H	J	K1	K2	L	P	T	TURNS TO OPEN	NO. OF BOLTS	BOLT SIZE	ACTUATOR SIZE	SHPG. WT. LBS.
42	250B	12.00	49.50	53.00	2.62	4	1 1/2-6	2.50	35.25	35.88	8.50	41.75	19.50	17.50	11.75	17.75	14.81	178	36	1 1/2	LS-52A	4544
48	250B	15.00	56.00	59.50	2.75	4	1 1/2-6	2.50	39.31	41.44	10.50	50.18	24.88	22.25	17.50	21.88	16.38	276	44	1 1/2	LS-6A	6925
54	250B	15.00	62.75	66.25	3.00	8	1 3/4-5	2.62	44.25	45.44	10.50	54.18	24.88	22.25	17.50	21.88	19.25	276	44	1 3/4	LS-6A	9255
60	250B	15.00	69.25	73.00	3.12	8	1 3/4-5	2.62	48.25	51.88	10.50	61.88	24.88	22.25	17.50	21.88	22.25	276	52	1 3/4	LS-6A	12880
66	250B	18.00	76.00	80.00	3.38	8	1 3/4-5	2.62	53.31	58.12	10.50	68.12	24.88	22.25	17.50	21.88	23.75	276	52	1 3/4	LS-6A	14820
72	250B	18.00	82.50	86.50	3.50	8	1 3/4-5	2.38	59.00	61.00	14.00	72.00	32.25	27.75	22.00	28.75	26.75	547	60	1 3/4	LS-7A	17800
84	150B	24.00	95.50	99.75	3.88	8	2-4 1/2	3.88	61.25	61.62	14.00	72.62	32.25	27.75	22.00	28.75	29.63	547	64	2	LS-72A	27060

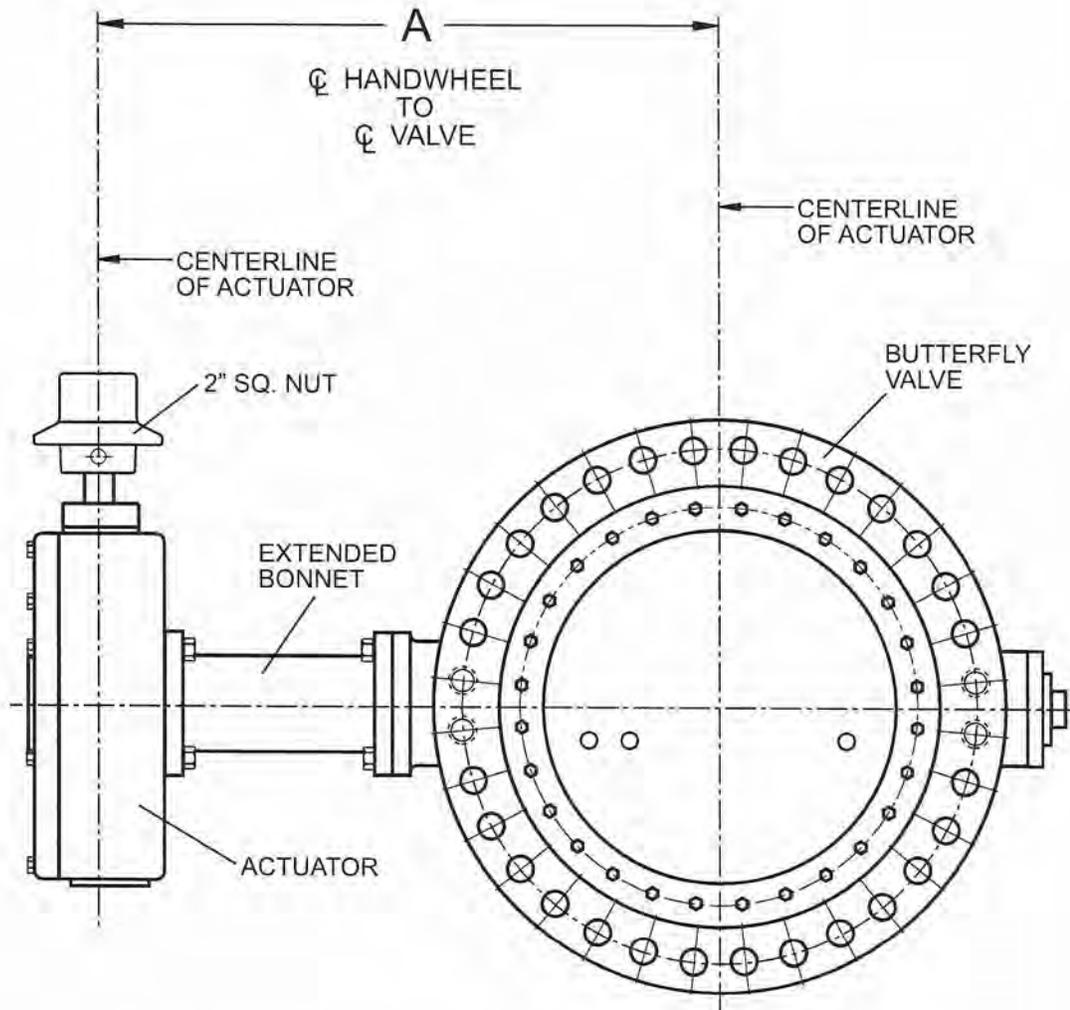
Rev 10-23-19

250B/125 LB. FLANGED BUTTERFLY VALVE WITH BURIED SERVICE ACTUATOR

DATE 3-14-11

VALMATIC[®] VALVE AND MANUFACTURING CORP.

DRWG. NO. VM-2442/LS



A - TO BE SPECIFIED BY CONTRACTOR FOR PROPER SIZING.

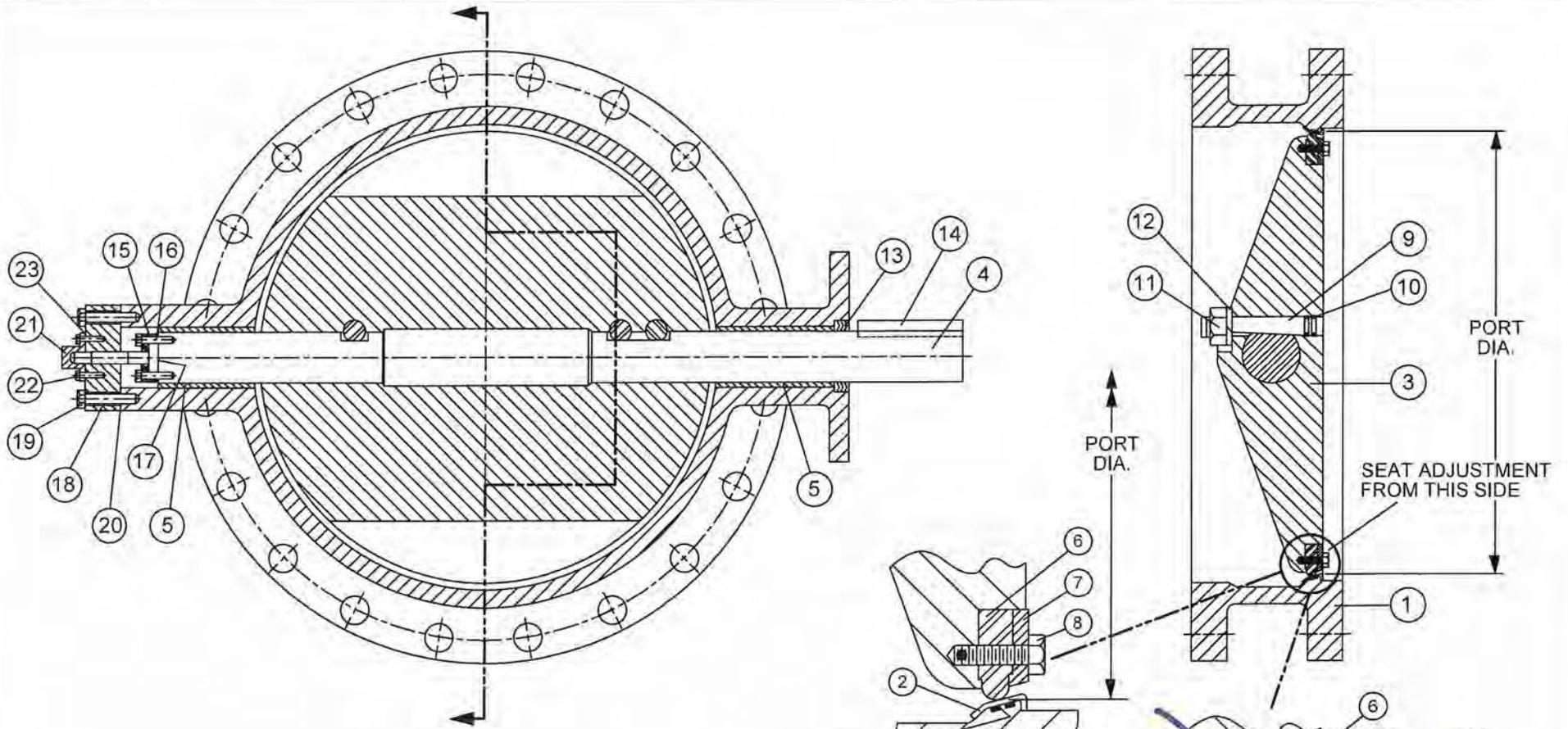
BUTTERFLY VALVE WITH EXTENDED BONNET

DATE 5-13-11

VAL-MATIC[®] VALVE AND MANUFACTURING CORP.

DRWG. NO.

VM-5EB-BS/BFV



NOTES:

1. VALVES CONFORM TO AWWA STANDARD C-504 (30"-72") AND AWWA C516 (78" AND LARGER), LATEST EDITIONS.
2. SEE DRAWINGS VM-2030-M AND, VM-2078-M FOR STANDARD MATERIALS OF CONSTRUCTION.

VALVE SIZE	30	36	42	48	54	60	66	72	78	84	90	96	102	108	120
PORT DIA.	29.40	35.35	41.29	47.26	53.16	59.18	65.15	71.06	75.82	81.82	87.82	93.80	99.80	105.80	117.80

Revised 6-3-24

30 - 120 INCH BUTTERFLY VALVE CONSTRUCTION

DATE **6-9-99**

VALMATIC® VALVE AND MANUFACTURING CORP.

DRWG. NO.
VM-2030

BUTTERFLY VALVE

30"-72" SERIES 2000

MATERIALS OF CONSTRUCTION

PART NO.	PART NAME	STANDARD MATERIAL	OPTIONAL MATERIAL
1	BODY (CLASS 150B) BODY (CLASS 250B)	CAST IRON, ASTM A126, CLASS B DUCTILE IRON, ASTM A536, GRADE 65-45-12	DUCTILE IRON, ASTM A536, GRADE 65-45-12
2	BODY SEAT	STAINLESS STEEL ASTM A276, T316	WELDED NICKEL (OVERLAID ON BODY)
3	DISC	DUCTILE IRON, ASTM A536, GRADE 65-45-12	-
4	SHAFT (CLASS 150B) SHAFT (CLASS 250B)	STAINLESS STEEL ASTM A276, T304 STAINLESS STEEL ASTM A564, T630, H1150	STAINLESS STEEL ASTM A276, T316
5	SLEEVE BEARING	PTFE LINED, FIBERGLASS BACKED	-
6	RESILIENT SEAT	BUNA-N	PEROXIDE-CURED EPDM, EPDM, FKM
7	SEAT RETAINING RING	STAINLESS STEEL ASTM A743, GRADE CF8M	-
8	LOCKING CAP SCREWS	STAINLESS STEEL ASTM F593, T316 WITH NYLON PELLETT	-
9	TAPER PIN	STAINLESS STEEL ASTM A582, T416	-
10	TAPER PIN O-RING	EPDM	FKM
11	TAPER PIN NUT	STAINLESS STEEL ASTM F594, T316	-
12	TAPER PIN WASHER	STAINLESS STEEL ASTM A276, T316	-
13	PACKING, V-TYPE	BUNA-N	EPDM, FKM
14	KEY	CARBON STEEL	-
15	THRUST BEARING CAP	BRONZE PER ASTM B763	-
16	CAP SCREWS	STAINLESS STEEL ASTM A276, T316	-
17	THRUST BEARING STUD	BRONZE PER ASTM B763	-
18	THRUST PLATE	CAST IRON, ASTM A126, CLASS B	-
19	THRUST PLATE BOLTS	CARBON STEEL (ZINC PLATED)	STAINLESS STEEL, T316
20	THRUST PLATE GASKET	COMPRESSED NON-ASBESTOS FIBER	-
21	LOCK CAP	CAST IRON ASTM A126, CLASS B	-
22	LOCK CAP BOLTS	CARBON STEEL (ZINC PLATED)	STAINLESS STEEL, T316
23	LOCK CAP GASKET	COMPRESSED NON-ASBESTOS FIBER	-
24	BODY O-RING	RESILIENT, ASTM D2000	-

Revised: 9/26/23

MATERIALS OF CONSTRUCTION

DATE: 6-7-99

VAL-MATIC[®]

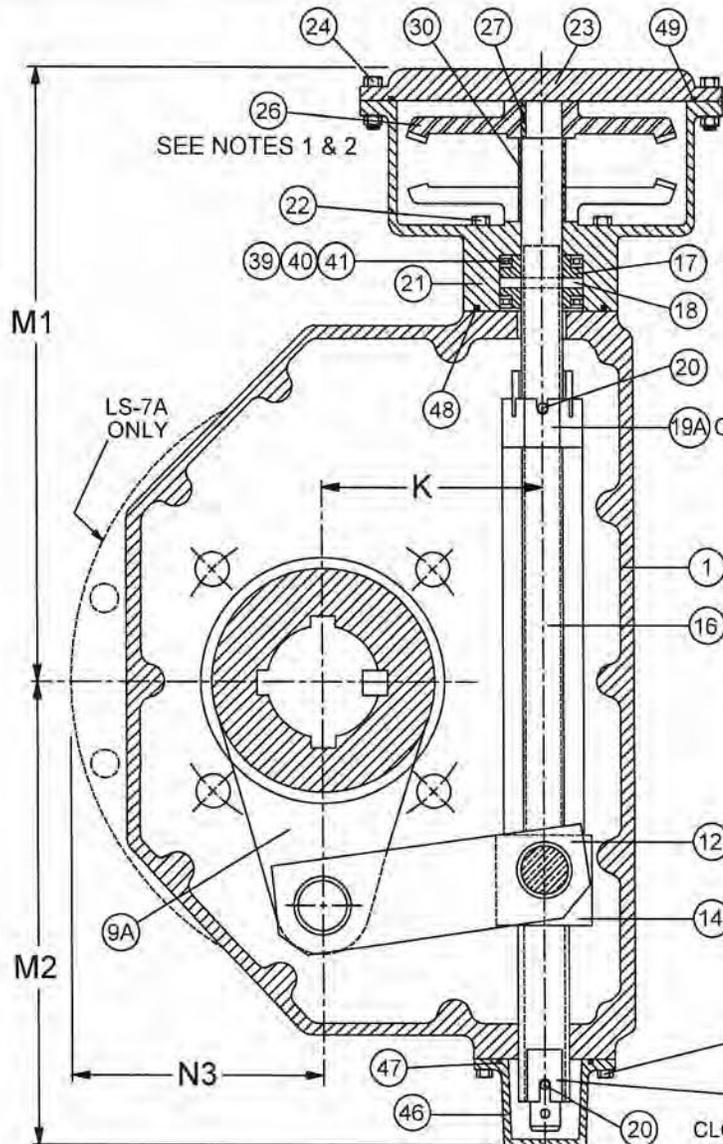
VALVE AND MANUFACTURING CORP.

DRWG. NO.

VM-2030-M

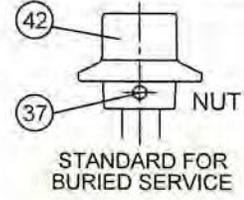
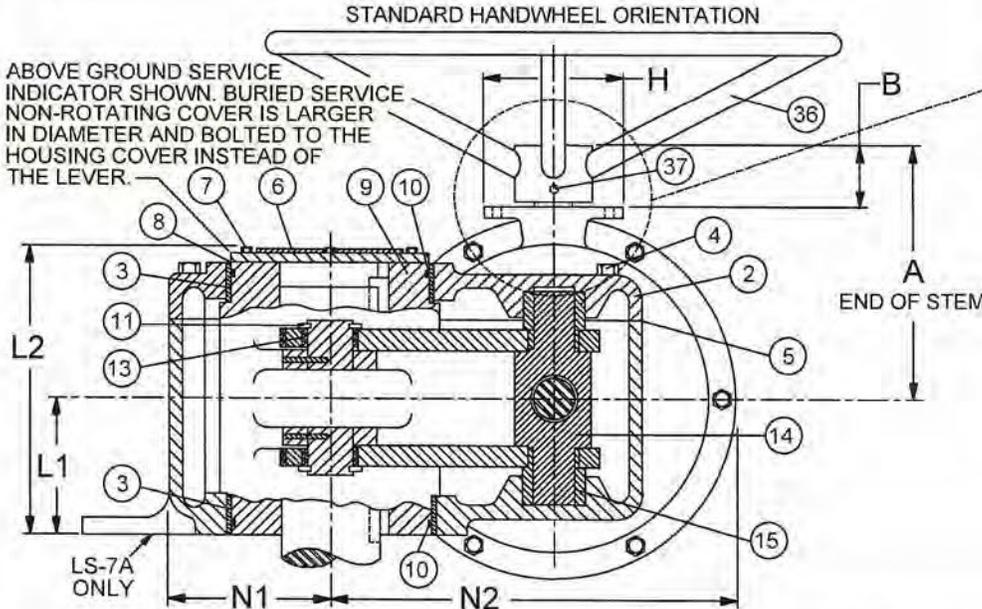
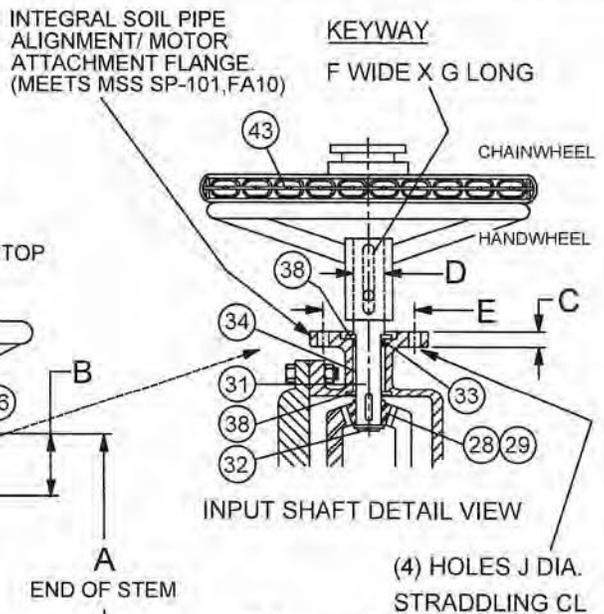
NOTES

1. THE DIRECTION OF OPENING MAY BE REVERSED BY CHANGING THE POSITION OF BEVEL GEAR (26). FOR OPEN LEFT, THE POSITIONS ARE:
LS-5.2A BOTTOM (DOTTED LINE)
LS-6A TOP (SOLID LINE)
LS-7A TOP (SOLID LINE)
2. OPERATOR MEETS AWWA SPECIFICATIONS C-504, LATEST REVISION.
3. SEE DRAWING NO. VM-LS5A.2-M FOR STANDARD MATERIALS OF CONSTRUCTION.



DIMENSION, INCHES									
ACT. SIZE	NO. OF TURNS	A	B	C	D	E	F	G	H
LS-5.2A	178	9.39	2.39	0.63	1.25	4.00	0.25	1.94	4.88
LS-6A	276	11.98	2.39	0.63	1.25	4.00	0.25	1.94	4.88
LS-7A	547	14.04	2.39	0.63	1.25	4.00	0.25	1.94	4.88

DIMENSION, INCHES									
ACT. SIZE	J	K	L1	L2	M1	M2	N1	N2	N3
LS-5.2A	0.44	8.50	5.13	10.91	23.34	17.75	6.25	12.13	—
LS-6A	0.44	10.50	6.50	13.59	29.44	21.88	8.63	15.13	—
LS-7A	0.44	14.00	9.00	18.71	37.40	28.75	9.00	20.25	13.13



Revised 10-23-19

TRAVELING NUT ACTUATOR

DATE 8-22-08

VAL-MATIC® VALVE AND MANUFACTURING CORP.

DRWG. NO. VM-LS5.2A

TRAVELING NUT ACTUATOR

SIZES LS-5.2A THROUGH LS-7A

<u>PART NO.</u>	<u>PART NAME</u>	<u>MATERIAL</u>
1	OPERATOR HOUSING	CAST IRON ASTM A48, CLASS 40
2	HOUSING COVER	CAST IRON ASTM A48, CLASS 40
3	HOUSING & COVER BUSHINGS	TEFLON / FIBERGLASS BACKED
4	HOUSING COVER BOLTS	STAINLESS STEEL T316
5	HOUSING COVER GASKET	RTV SEALANT
6	INDICATOR SHAFT COVER (ABOVE GROUND SERVICE) NON-ROTATING SHAFT COVER (BURIED SERVICE)	CAST IRON ASTM A48, CLASS 40
7	SHAFT COVER BOLTS	STAINLESS STEEL T316
8	SHAFT COVER GASKET	RTV SEALANT
9	LEVER	DUCTILE IRON ASTM A536, GRADE 65-45-12
9A	LOCKING PIN	ALLOY STEEL
10	LEVER O-RING	BUNA-N
11	LEVER RETAINING RING	STEEL
12	LINK	STEEL
13	LINK BUSHING	TEFLON / FIBERGLASS BACKED
14	CROSSHEAD	BRONZE ASTM B124, ALLOY C67500
15	TRAVELING GUIDE	BRONZE ASTM B124, ALLOY C67500
16	OPERATOR STEM	HIGH TENSILE STEEL
17	STEM TRUST BEARING COLLAR	BRONZE ASTM B124, ALLOY C37700
18	STEM COLLAR PIN	STEEL
19	STOP NUT	STEEL
20	STOP NUT PIN	STEEL
21	BEVEL GEAR HOUSING	CAST IRON ASTM A48, CLASS 40
22	BEVEL GEAR HOUSING BOLTS	ALLOY STEEL
23	BEVEL GEAR HOUSING COVER	CAST IRON ASTM A48, CLASS 40
24	B.G. HOUSING COVER BOLTS	STAINLESS STEEL T316
26	BEVEL GEAR	STEEL
27	BEVEL GEAR KEY	STEEL
28	PINION GEAR	STEEL
29	PINION GEAR KEY	STEEL
30	SPACER	STEEL
31	INPUT SHAFT	STAINLESS STEEL T416, ASTM A582
32	SHAFT RETAINING RING	STEEL
33	INPUT SHAFT O-RING	BUNA-N
34	SHAFT BEARING	BRONZE
36	HANDWHEEL (OPTIONAL)	STEEL
37	PIN	STEEL
38	THRUST WASHER	BRONZE
39	BALL BEARINGS	STEEL
40	BEARING RACE	STEEL
42	OPERATING NUT (OPTIONAL FOR ABOVE GROUND SERVICE, STANDARD FOR BURIED SERVICE)	CAST IRON Stainless steel
43	CHAINWHEEL KIT (OPTIONAL)	DUCTILE IRON
46	STOP COVER	CAST IRON, ASTM A48, CLASS 40
47	STOP COVER O-RING	BUNA-N
48	BEVEL HOUSING O-RING	BUNA-N
49	BEVEL COVER O-RING	BUNA-N
50	STOP COVER BOLTS	STAINLESS STEEL T316

NOTE: ALL SPECIFICATIONS AS
LAST REVISED.

MATERIALS OF CONSTRUCTION

DATE 8/22/08

VAL-MATIC®

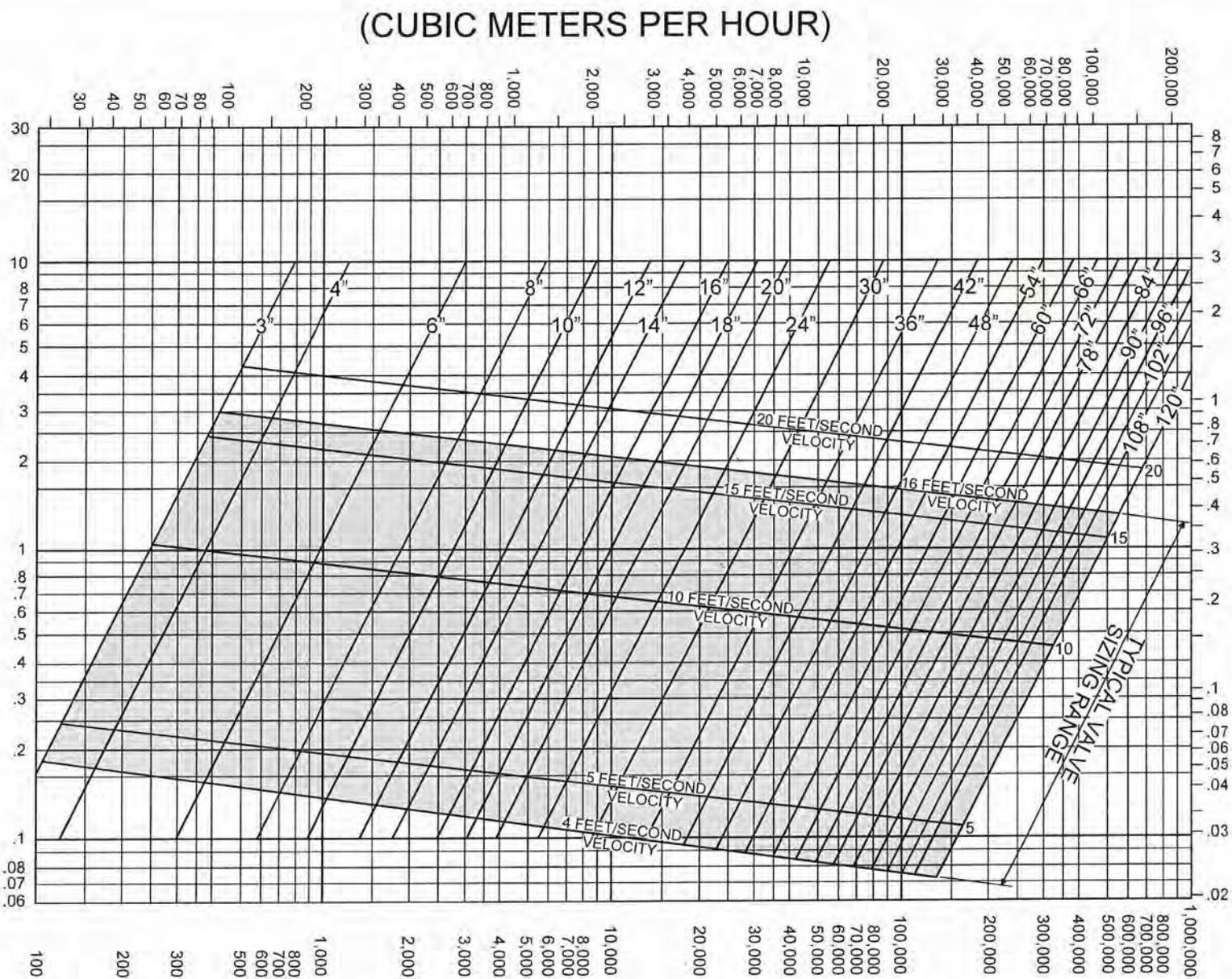
VALVE AND MANUFACTURING CORP.

DRWG. NO.

VM-LS5.2A-M

(METERS OF WATER)

HEAD LOSS IN FEET OF WATER



FLOW OF WATER IN GALLONS PER MINUTE

SIZE	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48	54	60	66	72	78	84	90	96	102	108	120
Cv	380	590	1,430	2,750	4,300	6,550	8,350	11,800	15,000	18,600	27,000	42,000	61,900	87,100	114,000	144,000	180,000	221,000	266,500	316,000	366,000	420,500	478,500	540,000	605,500	744,000

HEAD LOSS CHART FOR CLASS 150B AND 250B BUTTERFLY VALVES

VAL-MATIC®

VALVE AND MANUFACTURING CORP.

DATE Revised 11-5-18
5-26-99

DRWG. NO.

SS-1622

Valve Int/Ext Coating

FUSION BONDED EPOXY (FBE) COATING

General Description:

Fusion Bonded Epoxy is a one-part, heat cured, thermosetting epoxy coating that is applied as a dry powder to the sandblasted surface of a pre-heated valve and then fused and cured in a high-temperature oven. The result is a durable coating with exceptional abrasion and chemical resistance ideally suited for valves in water and wastewater applications.

Advantages of FBE:

1. The coating is applied in accordance with AWWA Standard C550 "Protective Epoxy Coatings for Valves and Hydrants" and certified by to the requirements of ANSI/ NSF Standard 61 - "Drinking Water System Components - Health Effects" for coating valves and fittings.
2. FBE coatings are applied in an automated one-part process so that the mixing, surface preparation, and multiple-coat problems associated with liquid paints are eliminated.
3. The electrostatic application process for FBE provides a smooth, even coating thickness with no runs, sags, or thin spots common with applying liquid paints.
4. FBE coatings are durable and provide twice the impact strength of liquid epoxies. The surface provides high abrasion resistance and has become a standard seating material for resilient gate and check valves.
5. FBE has a long-term performance history in water and sewage environments including salt water, slurries, methane and hydrogen sulfide exposure.

Application Process:

1. FBE is applied in an automated manufacturing process in accordance with the coating manufacturers' procedures and industry standards to assure consistency and high quality.
2. The valve is cleaned, sandblasted, and preheated in an oven.
3. An electrical charge is applied to the body and the powder is deposited over the surfaces of the valve to the specified thickness.
4. The epoxy is post cured in an oven to cure specifications and allowed to air cool to room temperature.
5. The final surface is visually and electrically (when specified) tested to verify thickness and that it is holiday free.

Typical Performance Characteristics:

1. Color:	Blue	
2. Thickness:	12-20 mils 16 mils min.	1 Coat
3. Gloss at 60 deg:	60-80 units	Din 67 530
4. Impact Resistance:	>5 Joule (44 in-lb)	Din 30 677-2
5. Elongation:	>5%	Din 30 671
6. Hardness:	>100	Din 53 153
7. Water Immersion:	No visible change	90C, 672 Hours
8. Salt Spray Test:	>3000 hours	Din 53167
9. Adhesion:	16 Mpa (2320 psi)	7 days, 90C EN 24 624

Revised 2-15-17

FUSION BONDED EPOXY (FBE) COATING

DATE 7-17-02

VAL-MATIC[®]

VALVE AND MANUFACTURING CORP.

DRWG. NO.

SS-1847

Gearbox Coating

LIQUID EPOXY COATING

General Description:

Liquid Epoxy is a two-part, low VOC, chemically cured, semigloss coating that is applied as a liquid to the sandblasted surface of a valve and then allowed to cure at room temperature. The result is a durable coating with exceptional abrasion and chemical resistance ideally suited for valves in water and wastewater applications.

Advantages of Epoxy:

1. The coating is applied in accordance with AWWA Standard C550 "Protective Interior Coatings for Valves and Hydrants" and certified to the requirements of ANSI/ NSF Standard 61 - "Drinking Water System Components - Health Effects" for coating valves and fittings.
2. Epoxy coatings are applied in a spray process in one or multiple-coats.
3. The spray process provides a smooth, even coating thickness with no runs, sags, or thin spots common when applying liquid paints.
4. Epoxy has a long-term performance history in water and sewage environments including salt water, slurries, methane and hydrogen sulfide exposure.

Application Process:

1. The valve is cleaned and sandblasted, prior to coating.
2. Epoxy is applied in a semi-automated manufacturing process in accordance with the coating manufacturers' procedures and industry standards to assure consistency and high quality.
3. The epoxy is allowed to cure at room temperature.
4. The final surface is visually and electrically (when specified) tested to verify thickness and that it is holiday free.

Typical Performance Characteristics:

1. Color:	Black	
2. Thickness:	4-6 mils 12 mils	1 Coat
3. Impact Resistance:	20 in-lb	ASTM D2794
4. Moisture Permeability:	.07	ASTM E96
5. VOC:	1.41 lbs/gal	EPA 24
6. Service Temperature:	160° F. (250° F.)	Wet (Dry)
7. Adhesion:	Excellent	ASTM D4541
8. Abrasion:	Excellent	ASTM D4060
9. Elongation:	Excellent	ASTM D522 Method B
10. Water Immersion:	Excellent	ASTM D1308
11. Chemical Resistance to:	Alkalis, salts, oils, greases, foodstuffs, 50% sodium hydroxide, 28% ammonia, 25% citric acid, 5% sodium chloride, 10% ammonium hydroxide, sewage.	

Revised 6-29-23

LIQUID EPOXY COATING

DATE 11-25-03

VAL-MATIC®

VALVE AND MANUFACTURING CORP.

DRWG. NO.

SS-1939

238 of 406



Resolution #: R-36-25

Account: 01-60-628000; \$65,321

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

Description: **A Resolution Approving EPA Air Emissions Monitoring for the DPPS Emergency Generation System**

Agenda Section: Engineering & Construction

Originating Department: Administration

On December 17, 2024, the Environmental Protection Agency, Division of Air Quality (EPA-DAQ) sent notification that effective January 16, 2025, the Greater Chicago Metropolitan area will be reclassified from moderate to serious nonattainment for the 2015 National Ambient Air Quality Standard for Ozone. This reclassification lowers the potential to emit (PTE) emissions thresholds for a major stationary source for volatile organic material (VOM) and nitrogen oxides (NOx) from 100 tons per year to 50 tons per year, pursuant to Section 39.5 of the Illinois Environmental Protection Act. Based upon a review of Illinois EPA records, and based upon our annual submittal using EPA established factors, the DPPS Emergency Generation Facility has been identified as having emissions that *“may now classify it as a major source under the Clean Air Act Permit Program (CAAPP) and requires it to obtain a CAAPP permit”* by January 16, 2026.

To determine if a CAAPP permit is required, staff is recommending that Generator Stack Emission Testing be undertaken to evaluate the actual output of the generators to maintain the current Federally Enforceable State Operating Permit (FESOP), a revised FESOP is needed, and whether the CAAPP designation is warranted.

Should the DPPS Emergency Generation Facility be required to reclassify as a CAAPP Facility, rather than the current FESOP permit, additional operating conditions would follow such as limitations on allowable annual operating time limits, additional testing and reporting requirements, and additional annual operating permit fees.

Staff is therefore recommending the Stack Emissions Testing be performed by Altorfer/Caterpillar, which has the capability to perform such testing and has the inherent knowledge of our system as the provider, installer, and contract maintainer of our generation system.

Since this reclassification from the EPA has been dictated, staff has been advised scheduling such services is approximately six (6) months - and with the January 16, 2026, deadline looming, staff is seeking authorization to move forward with scheduling the emissions testing as soon as possible. The

Emissions Testing has been included in the Fiscal Year 25/26 Management Budget. Attached is a copy of the Altorfer/Caterpillar quotation for these services at a cost of \$65,321.20.

On a parallel track for future consideration at a separate DWC meeting, staff will be seeking the assistance of one of our current Master/Task Order Agreement Consultants to prepare necessary reports and the preparation of CAAPP permit application for submittal.

Recommended Motion:

To adopt Resolution R-36-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-36-25

A RESOLUTION APPROVING EPA AIR EMISSIONS MONITORING
FOR THE DPPS EMERGENCY GENERATION SYSTEM

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

WHEREAS, the DuPage Water Commission received a price quotation from Altorfer-CAT, dated April 2, 2025, in the amount of \$65,321.20 for the Air Emissions Testing in response to the EPA Department of Air Quality (DAQ) permitting requirements for the DuPage Pumping Station Emergency Generation System; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to accept the price quotation offered by Altorfer-CAT, as the Commission's contracted service vendor, to perform the DAQ Emissions Testing as required by permit;

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

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

SECTION TWO: The price quotation of Altorfer-CAT, dated as of April 2, 2025, for the Air Emissions Testing in response to the EPA Department of Air Quality (DAQ) permitting requirements for the DuPage Pumping Station Emergency Generation System shall be and hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission in the amount of \$65,321.20 is hereby approved without further act.

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

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

ADOPTED THIS _____ DAY OF _____, 2025.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/R-36-25.docx

EXHIBIT 1

Altorfer-CAT Quotation No. 54532-1



Proposal No: 54532 - 1

DUPAGE WATER COMMISSION
 600 E BUTTERFIELD RD
 ELMHURST IL 60126

CUSTOMER NO.	CONTACT	PHONE NO.	PO NO.	WO NO
4172831	CHRIS BOSTICK	630 516 1915		
QUOTE NO.	OPP NO.	DATE	EMAIL	
54532	278087	4/2/2025	bostick@dpwc.org	
MAKE	MODEL	SERIAL NO.	UNIT NO.	hours
AA	3516	0SBK00738	ELMHURST5	
NOTES				
SPECIAL INSTRUCTIONS				

SEGMENT: 01 TEST FOR PERFORMANCE CLEAN EMISSIONS MODULE (030 108D)
NOTES:
 TECHNICIANS WILL ARRIVE ON SITE ON FRIDAY PRIOR TO TEST, TO POSITON THE TRANSFORMER TRAILER AND ROUTE THE CABLES TO THE FIRST GENERATOR TO BE TESTED. THE LOAD BANK WILL BE HOOKED UP TO THE TRANSFORMER IN ANTICIPATION OF STARTING THE EMISSIONS TEST ON UNIT 1, MONDAY MORNING. EACH UNIT WILL HAVE 3 SEPARATE 1-HOUR LOAD BANK TEST PERFORMED. UPON COMPLETION OF THE TESTING ON THE FIRST UNIT, THE CABLES WILL BE REMOVED FROM UNIT 1 AND CONNECTED TO UNIT 2, IN ANTICIPATION OF PERFORMING THE EMISSIONS TESTING ON UNIT 2 THE FOLLOWING DAY. UNIT 1 WILL BE RETURNED TO NORMAL CONFIGURATION. PROCEEDURE WILL BE REPEATED FOR UNIT 3 ON DAY 3, UNIT 4 ON DAY 4 AND UNIT 5 ON DAY 5. UPON COMPLETION OF THE EMISSIONS TESTING ON UNIT 5, THE TECHNICIANS WILL REMOVE ALL CABLES, TRANSFORMER CABLES AND RETURN THE SITE TO NORMAL OPERATION.

Total Labor:	26,028.00
Total Misc:	39,293.20
Segment 01 Total:	65,321.20
Total Segments:	65,321.20
GRAND TOTAL	65,321.20

- This estimate will expire 30 days from the estimate date.
- Please ask about Cat Financial Payment options.
- Customer is responsible for all applicable taxes.
- Based on Monday-Friday regular time labor rates.
- If parts needed on emergency order basis, extra fees and expedited shipping cost may

apply.

- Any additional repairs found during the above work will be quoted at that time.
- This estimate may include Remanufactured or Exchange components as noted.
- The core charges and credits associated with these parts will be determined by using CATERPILLAR's Core Acceptance Guidelines.
- Some core charges may qualify for full, partial or zero credit.

ESTIMATED REPAIR TIME: _____ *from start date*
"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, **Authorized Name** _____ *Please Print.*

Date _____ / _____ / _____.

Signature

Any Questions? Please Call Jim Seibert at 6305386461.



DuPage Water
Commission

30 YEARS OF SERVICE
Pure. Essential. Stewardship.

MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 4/8/2025
Subject: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the April 17, 2025, Commission meeting:

March 11, 2025, to April 8, 2025, A/P Report	\$10,628,916.72
Accrued and estimated payments required before May 2025 Commission meeting	<u>1,837,075.00</u>
Total	<u><u>\$12,465,991.72</u></u>

cc: Chairman and Commissioners



Payable Number	Description	Post Date	Payable Amount	Net Amount
Payable Account: 01-211000 - ACCOUNTS PAYABLE				
Vendor: 2549 13458	A/C Service and Repair, Inc Parts and Switches for HLP's	03/31/2025	2,063.00	Payable Count: (1) 2,063.00
Vendor: 2447 1101069363	Accenture LLP Quarterly Support Fee: March-May 2025	04/08/2025	11,700.00	Payable Count: (1) 11,700.00
Vendor: 1663 2001000704 2001002507	AECOM TO#18 Lombard PAH&Meter Tollway Review	03/31/2025 03/31/2025	44,097.15 9,525.93	Payable Count: (2) 53,623.08 44,097.15 9,525.93
Vendor: 2299 W1735741	AL Warren Oil Company Inc. Fuel Delivery: 3/31/25	03/31/2025	1,751.67	Payable Count: (1) 1,751.67
Vendor: 2228 PM6A0035456 PM6A0035230 TM500507153	Altorfer Industries, Inc. Switchgear Battery Replacement Repair Block Heater on Generator Repair Back Up Alarm on Backhoe	03/25/2025 03/27/2025 03/27/2025	53,101.51 738.98 1,301.24	Payable Count: (3) 55,141.73 53,101.51 738.98 1,301.24
Vendor: 1886 76206433	ANDERSON PEST SOLUTIONS EXTERMINATOR SERVICE: April 2025	04/08/2025	98.18	Payable Count: (1) 98.18
Vendor: 1516 0717165641	ARAMARK REFRESHMENTS SUPPLIES	03/27/2025	123.67	Payable Count: (1) 123.67
Vendor: 1397 INV0008217	AT&T DPPS PHONE SVC: 2/23/25-3/22/25	03/31/2025	384.96	Payable Count: (1) 384.96
Vendor: 1922 3137730011 3502020013 3854400012	AT&T IP Flexible Reach Calling Plan: 3/19/25-4/18/25 ADI Access Charge: 3/19/25-4/18/25 Fiber Service - SCADA: 3/1/25-3/31/25	03/31/2025 03/31/2025 03/31/2025	404.69 607.25 991.28	Payable Count: (3) 2,003.22 404.69 607.25 991.28
Vendor: 2020 INV0008192	AT&T U-VERSE INTERNET: 3/11/25-4/10/25	03/25/2025	188.46	Payable Count: (1) 188.46
Vendor: 1802 BT3118458	BAKER TILLY VIRCHOW KRAUSE, LLP PROFESSIONAL SERVICES 2/25/25-3/20/25	03/31/2025	5,370.00	Payable Count: (1) 5,370.00
Vendor: 2405 INV0008193 INV0008216	Baxter & Woodman/Boller Construction, LLC PSD-9/21 SCADA Replacement Project Payment #30 PSD-9/21 SCADA Replacement Project	03/25/2025 03/31/2025	160,328.47 257,785.87	Payable Count: (2) 418,114.34 160,328.47 257,785.87
Vendor: 1980 10546	BEARY LANDSCAPE MANAGEMENT Mowing Service - Northbrook	04/07/2025	5,000.00	Payable Count: (1) 5,000.00
Vendor: 2283 INV0008196	BMO HARRIS CREDIT CARD Combined Statements: March 2025	03/31/2025	7,048.03	Payable Count: (1) 7,048.03
Vendor: 1179 114143784000	CHICAGO TRIBUNE Legal Notice: Budget	03/31/2025	986.62	Payable Count: (1) 986.62
Vendor: 1135 INV0008197	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: March 2025	03/31/2025	9,561,766.50	Payable Count: (1) 9,561,766.50
Vendor: 1398 INV0008198	COMCAST INTERNET SERVICE: 3/27/25-4/26/25	03/31/2025	275.97	Payable Count: (1) 275.97
Vendor: 1388	CONSTRUCTION SAFETY COUNCIL			Payable Count: (1) 125.00

Board Open Payable Report

As Of 04/08/2025

Payable Number	Description	Post Date	Payable Amount	Net Amount
2877	First Aid/CPR/AED Training - Ashley Spain	04/07/2025	125.00	125.00
Vendor: 1197	Core & Main LP			Payable Count: (8) 2,661.00
W534905	Pipeline Supplies	03/27/2025	45.00	45.00
W580586	Pipeline Supplies	03/31/2025	1,175.00	1,175.00
W580618	Pipeline Supplies	03/31/2025	78.00	78.00
W648609	Remote Facilities Supplies	03/31/2025	490.00	490.00
W648952	Remote Facilities Supplies	03/31/2025	394.00	394.00
W665750	Pipe Cutter Rental	03/31/2025	150.00	150.00
W665819	Remote Facilities Supplies	03/31/2025	113.50	113.50
W680945	Remote Facilities Supplies	03/31/2025	215.50	215.50
Vendor: 2323	DATA443 Risk Mitigation, Inc.			Payable Count: (1) 9,500.00
4135	3 Year Renewal for ArcMail	04/08/2025	9,500.00	9,500.00
Vendor: 2351	DeLasCasas CP, LLC			Payable Count: (1) 3,099.72
DLCCP-DWC-4-2025-N	TIB Commissioning Stage 2	03/31/2025	3,099.72	3,099.72
Vendor: 1295	DLT SOLUTIONS, LLC			Payable Count: (1) 2,039.91
S1689491	Additional AutoCAD License	03/25/2025	2,039.91	2,039.91
Vendor: 2376	EBEL'S ACE HARDWARE ELMHURST			Payable Count: (2) 16.29
446606	Project Supplies	03/31/2025	12.21	12.21
446669	Project Supplies	03/31/2025	4.08	4.08
Vendor: 1654	ELECSYS CORPORATION			Payable Count: (1) 204.00
SIP-E211134	DEFAULT CP GRP MSGS: March 2025	03/27/2025	204.00	204.00
Vendor: 1159	ENVISION HEALTHCARE, INC.			Payable Count: (1) 24.00
249498	ADMIN FEES: April 2025	04/07/2025	24.00	24.00
Vendor: 2129	ESSCOE, L.L.C.			Payable Count: (1) 2,088.00
71598	Annual Fire Alarm Inspection	04/08/2025	2,088.00	2,088.00
Vendor: 1065	FEDEX			Payable Count: (2) 71.43
8-802-91594	OVERNIGHT MAIL	03/27/2025	22.70	22.70
8-810-52956	OVERNIGHT MAIL	03/31/2025	48.73	48.73
Vendor: 1570	FIVE STAR SAFETY EQUIPMENT, INC.			Payable Count: (1) 505.00
2520232	Repair of Gas Monitor	03/20/2025	505.00	505.00
Vendor: 2171	Friendly Ford			Payable Count: (2) 2,062.45
129394	Vehicle Repair: M225623	03/20/2025	1,613.04	1,613.04
130096	Vehicle Maint: Ford F350	04/08/2025	449.41	449.41
Vendor: 2195	Gasvoda & Associates, Inc.			Payable Count: (1) 5,485.73
INV24TDG0180	EIM Valve Actuator Parts	03/31/2025	5,485.73	5,485.73
Vendor: 1055	GRAINGER			Payable Count: (6) 3,138.73
9446358252	Pump Supplies	03/25/2025	573.34	573.34
9446458391	Remote Facilities Supplies	03/25/2025	766.22	766.22
9446458409	Maintenance Supplies	03/25/2025	1,815.25	1,815.25
9448206871	Remote Facilities Supplies	03/25/2025	12.00	12.00
9463414335	Maintenance Supplies - Credit	04/08/2025	-25.68	-25.68
9463970328	Maintenance Supplies - Credit	04/08/2025	-2.40	-2.40
Vendor: 1429	GRAYBAR			Payable Count: (2) 1,957.50
9341305168	Field Crimps for future CP Projects	03/27/2025	1,057.50	1,057.50
9341422117	CP Project Supplies	03/31/2025	900.00	900.00
Vendor: 1068	HACH COMPANY			Payable Count: (1) 875.80
14436702	Water Testing Units for SL1000 Meter	03/31/2025	875.80	875.80
Vendor: 2100	HealthiestYou			Payable Count: (1) 377.34
2025049303449	Healthiest You: April 2025	04/07/2025	377.34	377.34

Board Open Payable Report

As Of 04/08/2025

Payable Number	Description	Post Date	Payable Amount	Net Amount
Vendor: 1050	HOME DEPOT CREDIT SERVICES			Payable Count: (11) 561.00
1012277	Project Supplies	03/31/2025	35.88	35.88
1080563	Project Supplies	03/31/2025	179.91	179.91
2011177	Project Supplies	03/31/2025	21.94	21.94
2012160	Project Supplies	03/31/2025	117.25	117.25
2612007	Project Supplies	03/31/2025	10.32	10.32
3011074	Project Supplies	03/31/2025	14.96	14.96
5523962	Project Supplies	03/31/2025	66.73	66.73
6500370	Project Supplies	03/31/2025	70.84	70.84
6625152	Project Supplies	03/31/2025	5.97	5.97
8052265	Project Supplies	03/31/2025	18.94	18.94
8134959	Project Supplies	03/31/2025	18.26	18.26
Vendor: 1243	IGFOA			Payable Count: (1) 600.00
INV0008171	2025 Membership Renewal - Peterson	03/18/2025	600.00	600.00
Vendor: 1904	IT SAVVY LLC			Payable Count: (2) 1,142.76
01558153	Keeper Subscription	03/27/2025	690.00	690.00
05100828	DUO Beyond	03/31/2025	452.76	452.76
Vendor: 2490	JAMES OSTREGA			Payable Count: (1) 75.00
INV0008194	Security: 3/20/25	03/25/2025	75.00	75.00
Vendor: 2375	KINGSBURY, INC			Payable Count: (1) 5,485.35
11258593	Replacement RTD for 30 MGD Pump Bearing	03/27/2025	5,485.35	5,485.35
Vendor: 2318	Logical Media Group			Payable Count: (1) 150.00
15369	Website Hosting Service: April 2025	04/08/2025	150.00	150.00
Vendor: 2187	Luetkehans, Brady, Garner & Armstrong, LLC			Payable Count: (1) 1,742.00
4636-18	Legal Fees: Source Water February 2025	03/27/2025	1,742.00	1,742.00
Vendor: 2514	Maul Enterprises, Inc			Payable Count: (1) 1,250.00
2025-2631	Crack Fill Services	03/31/2025	1,250.00	1,250.00
Vendor: 1054	MCMMASTER-CARR SUPPLY COMPANY			Payable Count: (4) 815.32
43088138	Meter Register Replacement Supplies	03/31/2025	477.06	477.06
43126228	Remote Facilities Supplies	03/31/2025	162.28	162.28
43209021	Remote Facilities Supplies	03/31/2025	39.35	39.35
43375745	Meter Register Replacement Supplies	03/31/2025	136.63	136.63
Vendor: 2198	Mecon Industries, Inc.			Payable Count: (2) 10,235.96
52108	HLP Motor 3 Install	03/31/2025	6,761.64	6,761.64
52109	Discharge Valve Replacement	03/31/2025	3,474.32	3,474.32
Vendor: 1073	METTLER-TOLEDO, INC.			Payable Count: (1) 1,943.57
655391215	Annual Meter Shop Tank Scale Calibration	03/25/2025	1,943.57	1,943.57
Vendor: 2548	MicroSonic Solutions LLC			Payable Count: (1) 145.00
1075	Zoono for Chemical Sprayer	04/08/2025	145.00	145.00
Vendor: 2292	MULTISYSTEM MANAGEMENT COMPANY INC.			Payable Count: (1) 2,177.34
25-0090	Janitorial Services: March 2025	03/27/2025	2,177.34	2,177.34
Vendor: 1021	NAPERVILLE, CITY OF			Payable Count: (5) 1,073.55
INV0008189	METER STATION ELEC: 63519-46646	03/25/2025	181.70	181.70
INV0008190	METER STATION ELEC: 63519-125058	03/25/2025	49.62	49.62
INV0008191	METER STATION ELEC: 63519-124896	03/25/2025	320.52	320.52
INV0008214	METER STATION ELEC: 63519-62606	03/31/2025	289.08	289.08
INV0008215	METER STATION ELEC: 63519-53664	03/31/2025	232.63	232.63
Vendor: 2189	NCPERS Group Life Ins.			Payable Count: (2) 88.56
INV0008151	NCPERS - IMRF 6641	03/14/2025	44.28	44.28
INV0008180	NCPERS - IMRF 6641	03/28/2025	44.28	44.28

Board Open Payable Report

As Of 04/08/2025

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 2099	NOVASPECT			Payable Count: (2)	29,597.90
CD99311500	AMS Trex Communicator	03/31/2025	8,083.26		8,083.26
CD99311526	AMS Trex Communicators	03/31/2025	21,514.64		21,514.64
Vendor: 2240	O'Leary's Contractors Equipment & Supply, Inc.			Payable Count: (2)	5,301.00
534323	Hydraulic Trash Pump Rental	01/31/2025	371.00		371.00
534825	Cutoff Saw Kits	02/11/2025	4,930.00		4,930.00
Vendor: 1898	OPERATING ENGINEERS LOCAL NO. 399			Payable Count: (1)	853.17
INV0008183	LOCAL 399 - UNION DUES	03/28/2025	853.17		853.17
Vendor: 1178	PADDOCK PUBLICATIONS, INC.			Payable Count: (1)	561.20
328570	Bid Notice ROV-2/25; Legal Notices	03/25/2025	561.20		561.20
Vendor: 1321	PERSPECTIVES, LTD.			Payable Count: (1)	273.00
PER-IN-105222	EMPLOYEE ASSISTANCE SVC: QUARTER 2 2025	04/07/2025	273.00		273.00
Vendor: 1642	PORTER PIPE & SUPPLY CO.			Payable Count: (4)	384.81
12974154-00	Remote Facilities Supplies	03/25/2025	150.04		150.04
12974154-01	Remote Facilities Supplies	03/25/2025	162.54		162.54
12969687-03	Galvanized Pipe for MS Train Project	03/31/2025	57.13		57.13
12969687-06	Galvanized Pipe for MS Train Project	03/31/2025	15.10		15.10
Vendor: 1664	PROGRAM ONE PROFESSIONAL BUILDING SERVICES			Payable Count: (1)	984.00
181975	Window Cleaning: March 2025	03/31/2025	984.00		984.00
Vendor: 1059	RED WING SHOE STORE			Payable Count: (2)	441.98
123-1-146995	Safety Shoes: Rizzo	03/27/2025	203.99		203.99
45-1-158381	Safety Shoes: Wegner	04/07/2025	237.99		237.99
Vendor: 2032	REPUBLIC SERVICES #551			Payable Count: (1)	151.07
0551-016215246	REFUSE DISPOSAL - April 2025	04/08/2025	151.07		151.07
Vendor: 1137	ROSSI CONTRACTORS, INC.			Payable Count: (1)	337,888.34
546001	TW-05/24 Cathodic Protection Improvements	03/31/2025	337,888.34		337,888.34
Vendor: 1777	SCHNEIDER ELECTRIC BUILDINGS AMERICA, INC			Payable Count: (2)	30,968.50
0001082065	Security Camera Additions - Service Yard & Garage	03/25/2025	28,309.00		28,309.00
0001083534	BAS Programming Issues Service	03/31/2025	2,659.50		2,659.50
Vendor: 1302	Sir Speedy Print, Signs, Marketing			Payable Count: (1)	75.00
90283	Business Cards	04/07/2025	75.00		75.00
Vendor: 1263	SKARSHAUG TESTING LABORATORY, INC.			Payable Count: (1)	496.42
285202	Electrical Glove and Boot Testing	03/31/2025	496.42		496.42
Vendor: 1043	SOOPER LUBE			Payable Count: (3)	208.33
403502	VEHICLE MAINTENANCE: M239088	03/31/2025	99.43		99.43
403590	VEHICLE MAINTENANCE: M219311	03/31/2025	59.95		59.95
403853	VEHICLE MAINTENANCE: M231092	04/08/2025	48.95		48.95
Vendor: 1040	SPECIALTY MAT SERVICE			Payable Count: (4)	1,028.30
0055783	Mat Service: 3/6/25	03/31/2025	273.97		273.97
0056724	Mat Service: 3/13/25	03/31/2025	207.31		207.31
0057661	Mat Service: 3/20/25	03/31/2025	273.51		273.51
0058570	Mat Service: 3/27/25	03/31/2025	273.51		273.51
Vendor: 1773	STAPLES ADVANTAGE			Payable Count: (1)	123.24
6027384855	Office Supplies	03/31/2025	123.24		123.24
Vendor: 2163	Sterling Talent Solutions			Payable Count: (1)	100.10
10200229	Background Checks	03/31/2025	100.10		100.10
Vendor: 1223	SUBURBAN LABORATORIES, INC.			Payable Count: (11)	5,440.00
217404	Coliform, Aluminum and PFOS Testing Outstanding	03/31/2025	550.00		550.00

Board Open Payable Report

As Of 04/08/2025

Payable Number	Description	Post Date	Payable Amount	Net Amount
219479	Coliform, Aluminum and PFOS Testing Outstanding	03/31/2025	99.00	99.00
221280	Coliform, Aluminum and PFOS Testing Outstanding	03/31/2025	31.50	31.50
225393	Coliform, Aluminum and PFOS Testing Outstanding	03/31/2025	30.00	30.00
227161	Coliform, Aluminum and PFOS Testing Outstanding	03/31/2025	63.00	63.00
227963	Coliform, Aluminum and PFOS Testing Outstanding	03/31/2025	316.50	316.50
230400	Coliform, Aluminum and PFOS Testing Outstanding	03/31/2025	475.00	475.00
GA4000569	Coliform, Aluminum and PFOS Testing Outstanding	03/31/2025	280.00	280.00
GA4000950	Coliform, Aluminum and PFOS Testing Outstanding	03/31/2025	380.00	380.00
GA5000686	Coliform, Aluminum and PFOS Testing Outstanding	03/31/2025	2,265.00	2,265.00
GA5000687	Coliform, Aluminum and PFOS Testing Outstanding	03/31/2025	950.00	950.00
Vendor: 1726	SUPERIOR INDUSTRIAL EQUIPMENT CO			Payable Count: (2) 9,147.00
25-1203	Field Service on HLP #9	03/31/2025	2,347.00	2,347.00
25-1204	Inspection and Repair of HLP #9	03/31/2025	6,800.00	6,800.00
Vendor: 2519	Tai Ginsberg & Associates, LLC			Payable Count: (1) 10,000.00
3432	Retainer: Strategic Funding & Advocacy Consulting	03/31/2025	10,000.00	10,000.00
Vendor: 2103	THE BILCO COMPANY			Payable Count: (1) 2,462.65
215616	Replacement Struts for DPS Reservoir Hatches	03/31/2025	2,462.65	2,462.65
Vendor: 2337	VERIZON CONNECT FLEET USA LLC			Payable Count: (1) 341.10
368000069589	Verizon Connect Reveal Fleet: March 2025	03/31/2025	341.10	341.10
Vendor: 1913	VERIZON WIRELESS			Payable Count: (2) 2,245.40
6108205534	SCADA Backhaul Backup System: 2/11/25-3/10/25	03/25/2025	157.39	157.39
6108397836	CELLPHONE SVC: 2/13/25-3/12/25	03/31/2025	2,088.01	2,088.01
Vendor: 1404	VIKING AWARDS, INC.			Payable Count: (1) 288.00
3598	Retirement Plaques	03/27/2025	288.00	288.00
Vendor: 2508	Village of Northbrook			Payable Count: (1) 7.00
INV0008199	Stormwater Service: 1/1/25-3/31/25	03/31/2025	7.00	7.00
Vendor: 2538	Water Products - Aurora			Payable Count: (1) 391.50
0327888	Flanges for MS9C Bypass	03/20/2025	391.50	391.50
Vendor: 2096	William A. Fates			Payable Count: (1) 1,666.67
INV0008195	Service as Treasurer: April 2025	04/08/2025	1,666.67	1,666.67
Vendor: 1048	ZIEBELL WATER SERVICE PRODUCTS, INC.			Payable Count: (1) 134.30
268725-000	Remote Facilities Supplies	03/25/2025	134.30	134.30
			Payable Account 01-211000	Payable Count: (143) Total: 10,628,916.72

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	143	10,628,916.72
Report Total:	143	10,628,916.72

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	143	10,628,916.72
Report Total:	143	10,628,916.72

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 5-15-25
Board Meeting Date: April 17, 2025

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
80,000.00	Blue Cross Blue Shield - Health Insurance			
8,500.00	Euclid Managers - Dental Insurance			
12,500.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
25,000.00	ComEd - Utility Charges			
400,000.00	Mid American Energy Services - Utility Charges			
180,000.00	City of Chicago - Lexington, Electric			
45,000.00	City of Chicago - Lexington Labor Costs			
35,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
400.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
8,600.00	Procurement Card Charges - \$200 Travel, \$3000 Conferences, \$200 Dues, \$200 Other Admin \$300 Pipeline Supplies, \$2500 Safety, \$150 Publications, \$150 Maintenance, \$350 Computers			
200.00	Anderson - Pest Control			
500.00	Republic Services - Disposal Services			
500.00	Aramark - Supplies			
1,000.00	Cintas- Supplies			
250.00	Elecsys - Cell Data Services			
3,500.00	AL Warren - Fuel			
600.00	Toshiba - Copy and Lease Charges			
2,500.00	Multisystem Management - Cleaning Services			
625.00	Pitney Bowes - Postage			
8,000.00	Grainder - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
500.00	Verizon Connect - Diagnostics			
100.00	City of Aurora - Microbial Analysis			
150.00	Logical Media - Hosting Services			
1,700.00	William Fates - Treasurer			
6,000.00	Baker Tilly			
45,000.00	Schirott, Luetkehans & Garner, LLC			
8,000.00	Schirott, Luetkehans & Garner, LLC - MOY			
7,000.00	IT Savvy - Network Support			
200.00	Alexander Kefaloukos - Security			
600.00	Red Wing - Uniforms			
100.00	Elmhurst Occupational Health - New employee			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Soooper Lube - Vehicle Maintenance			
200.00	Sterling - Background Checks			
5,000.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
500.00	Atlas Bobcat - E26 Fuel Filter Replacement			
4,000.00	Beary - Landscaping			
2,000.00	Beary - Tanksite Landscaping			
2,000.00	Bedrock - Landscaping			
200.00	Core & Main - Remote Facilities Supplies			
2,000.00	Core & Main - Omni+ Register Heads			
300.00	Core & Main - Meter Station Coupler			
800.00	Core & Main - Pipeline Supplies			
500.00	Ebel's Ace Hardware - Project Supplies			
2,600.00	GE Grid Solutions - SPM Monitor Repair			
2,300.00	GE Supply (Rexel) - Replacement Rack out Arm for Breakers			
1,000.00	Home Depot - Project Supplies			
37,000.00	MESA - Replacement Rectifiers			
100.00	Neuco - Belimo End Stop Indicator			
900.00	Office Depot - Supplies			
400.00	Porter Pipe - Misc Pipe Pieces			
2,500.00	Program One - Window Cleaning			
300.00	Red Wing - Safety Shoes Chapman			
300.00	Red Wing - Safety Shoes Cardenas			

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 5-15-25
Board Meeting Date: April 17, 2025

300.00	Red Wing - Safety Shoes Marusarz
5,200.00	Regional Truck - Emergency Lighting
70,000.00	Schneider - Additional Access Controls
1,200.00	Specialty Mat - Mat Service
500.00	Staples - Office Supplies
1,000.00	Suburban Laboratories - Outstanding Invoices
4,500.00	Superior Industrial - HLP 8 Outboard Packing Gland & Install
85,000.00	Superior Industrial - HLP 9 Pump Repair
25,000.00	Watcher - Small Conference Room AV System
4,000.00	Eco Promotional - Water Conservation
300,000.00	Baxter & Woodman/Boller Construction - SCADA
30,000.00	Carollo - SCADA
30,000.00	Strand - SCADA
30,000.00	Novaspect - Transmitter Calibration Units & Training
130,000.00	Rossi - Frames Repairs R-09-25
100,000.00	Rossi - Cathodic Protection R-10-25
25,000.00	Sikich - Audit Fees
20,000.00	Motorola - Radios
3,200.00	AECOM - Tollway Review
5,000.00	Meccon - Rigging
<u>1,837,075.00</u>	



MEMORANDUM

To: Commissioners

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

Date: April 10, 2025

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

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of February 1, 2025 through February 28, 2025 and recommend it for approval. The invoices should be placed on the April 17, 2025 Commission meeting accounts payable.

February 2025

Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$3,484.00	13.40	\$260.00	Luetkehans (12.60 @ \$260/hr.) Armstrong (0.80 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$60.52				
Total:	\$3,544.52	13.40	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	\$1,742.00	6.70	\$260.00	Luetkehans (4.90 @260/hr.) Armstrong (1.80 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Total:	\$1,742.00	6.70	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY	\$832.00	3.20	\$260.00	Luetkehans (3.20 @ \$260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Total:	\$832.00	3.20	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	\$2,262.00	8.70	\$260.00	Luetkehans (8.10 @ \$260/hr.) Garner (0.20 @ \$260/hr.) Armstrong (0.40 @ \$260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Total:	\$2,262.00	8.70	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	\$1,378.00	5.30	\$260.00	Luetkehans (5.30 @ \$260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc: Georges & Synowiecki	\$355.00				
Total:	\$1,733.00	5.30	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Aqua	\$364.00	1.40	\$260.00	Luetkehans (1.40 @ \$260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:					
Total:	\$364.00	1.40	\$260.00		

Total of all invoices: \$10,477.52 38.70 \$260.00



Ordinance #: O-5-25

Account: 01-80-8520

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/10/2025

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

Agenda Section: Engineering & Construction

Originating Department: Engineering

Ordinance No. O-5-25 would authorize the General Manager, his staff and the Commission's attorneys and consultants to initiate negotiations for the acquisition of easements determined to be necessary to construct the WaterLink Pipeline Project.

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

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

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

Recommended Motion:

To adopt Ordinance No. O-5-25

DUPAGE WATER COMMISSION

ORDINANCE NO. O-5-25

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

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

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

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

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

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

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

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

WHEREAS, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Commission has obtained title commitments identifying the record title holders of the real estate described in the attached Exhibits 1 through 20; 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 20 should be acquired and are necessary and desirable for the purposes as hereinabove set forth; and

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

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

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

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

SECTION TWO: That it is necessary and desirable that the easements over the real estate described in Exhibits 1 through 20 attached hereto, be acquired by the Commission for one or more of the purposes set forth.

SECTION THREE: That the General Manager, his staff and the Commission's attorneys and consultants be, and hereby are, authorized and directed to negotiate for the acquisition of the easements described in Exhibits 1 through 20, based on the appraisal information obtained on the

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2025

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2025/O-5-25.docx

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor’s Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor’s consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor’s Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)
Section: 10-37-9
County: Will
Job No.: 23-R0494
Parcel: 0001 Permanent Easement

Index No.: 07-01-10-101-016

That part of Lot 2 in Frontier Park, a subdivision of the North Half of Section 10, Township 37 North, Range 9 East of the Third Principal Meridian, recorded June 15, 2004, as Document Number R2004-107183, in Will 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 2; thence North 01 degrees 38 minutes 52 seconds West along the east line of said Lot 2 a distance of 172.14 feet, to the Point of Beginning; thence South 88 degrees 59 minutes 18 seconds West a distance of 2588.53 feet, to a point on the south most west line of said Lot 2, which point is 173.79 feet north of the east most south line of said Lot 2, as measure along said south most west line; thence North 01 degrees 41 minutes 51 seconds West along said south most west line a distance of 20.00 feet; thence North 88 degrees 59 minutes 18 seconds East a distance of 56.85 feet; thence North 01 degrees 00 minutes 42 seconds West a distance of 6.00 feet; thence North 88 degrees 59 minutes 18 seconds East a distance of 20.00 feet; thence South 01 degrees 00 minutes 42 seconds East a distance of 6.00 feet; thence North 88 degrees 59 minutes 18 seconds East a distance of 2252.91 feet; thence North 01 degrees 00 minutes 42 seconds West a distance of 6.00 feet; thence North 88 degrees 59 minutes 18 seconds East a distance of 20.00 feet; thence South 01 degrees 00 minutes 42 seconds East a distance of 6.00 feet; thence North 88 degrees 59 minutes 18 seconds East a distance of 238.78 feet, to said east line of Lot 2; thence South 01 degrees 38 minutes 52 seconds East along said east line a distance of 20.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.194 acres, more or less or 52,007 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

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, on _____.

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 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 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.

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 _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

0001

Route: TW-6/25 (Section 2)
Section: 10-37-9
County: Will
Job No.: 23-R0494
Parcel: Temporary Easement

Index No.: 07-01-10-101-016

That part of Lot 2 in Frontier Park, a subdivision of the North Half of Section 10, Township 37 North, Range 9 East of the Third Principal Meridian, recorded June 15, 2004, as Document Number R2004-107183, in Will 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 2; thence North 01 degrees 38 minutes 52 seconds West along the east line of said Lot 2 a distance of 112.14 feet, to the Point of Beginning; thence continuing North 01 degrees 38 minutes 52 seconds West along said east line a distance of 60.00 feet; thence South 88 degrees 59 minutes 18 seconds West a distance of 2588.53 feet, to a point on the south most west line of said Lot 2, which point is 173.79 feet north of the east most south line of said Lot 2, as measure along said south most west line; thence South 01 degrees 41 minutes 51 seconds East along said south most west line a distance of 60.00 feet; thence North 88 degrees 59 minutes 18 seconds East a distance of 2588.48 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 3.565 acres, more or less or 155,301 square feet, more or less.

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION**

_____,
their successors, assigns, heirs, administrators and
executors (hereinafter collectively referred to as
“Grantor”), for and in consideration of the sum of
_____ and No/100 Dollars
(\$_____), and other good and valuable
consideration, in hand paid by DuPAGE WATER
COMMISSION, a County Water Commission and
Public Corporation under 65 ILCS 5/11-135-1, et
seq. and 70 ILCS 3720/1, et seq. (hereinafter
“Grantee”), the sufficiency and receipt of which is
hereby acknowledged, do hereby give and grant
unto said Grantee, its successors and assigns, a
perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating,
renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other
facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across
the following described property (hereinafter “Easement Premises”):

SEE EXHIBIT “A” ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to
Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does
not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement
provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the
Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee’s
Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to
be obstructed Grantee’s Facilities or the Easement Premises, shall not interfere with Grantee’s access to the
Easement Premises or Grantee’s Facilities, and shall not connect or permit the connection of Grantee’s
Facilities to any of Grantor’s facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the
original installation of Grantee’s Facilities on the Easement Premises and during any subsequent
maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition
as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for
such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent
upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a
timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Easement Premises
may be temporarily removed during original installation or during maintenance, repair, replacement or
removal of Grantee’s Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and
restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as
good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or
mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor’s Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor’s consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor’s Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)
Section: 10-37-9
County: Will
Job No.: 23-R0494
Parcel: Permanent Easement

Index No.: 07-01-09-110-015

That part of Outlot E in Tallgrass of Naperville Unit 1, being a part of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1998, as Document Number R98-148435, in Will 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 Outlot E; thence North 01 degrees 40 minutes 59 seconds West along the west line of said Outlot E a distance of 172.22 feet, to the Point of Beginning; thence North 88 degrees 38 minutes 27 seconds East a distance of 453.96 feet, to a point on the east line of said Outlot E, which point is 171.78 feet north of the south line of said Outlot E; thence North 01 degrees 40 minutes 59 seconds West along said east line a distance of 20.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 453.96 feet, to said west line of Outlot E; thence South 01 degrees 40 minutes 59 seconds East along said west line a distance of 20.00 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 0.208 acres, more or less or 9,079 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

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, on _____.

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 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 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.

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 _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)
Section: 10-37-9
County: Will
Job No.: 23-R0494
Parcel: Temporary Easement

Index No.: 07-01-09-110-015

That part of Outlot E in Tallgrass of Naperville Unit 1, being a part of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1998, as Document Number R98-148435, in Will 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 Outlot E; thence North 01 degrees 40 minutes 59 seconds West along the west line of said Outlot E a distance of 112.22 feet, to the Point of Beginning; thence continuing North 01 degrees 40 minutes 59 seconds West along said west line a distance of 60.00 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 453.96 feet, to a point on the east line of said Outlot E, which point is 171.78 feet north of the south line of said Outlot E; thence South 01 degrees 40 minutes 59 seconds East along said east line a distance of 60.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 453.96 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 0.625 acres, more or less or 27,237 square feet, more or less.

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION**

_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as “Grantor”), for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter “Grantee”), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across the following described property (hereinafter “Easement Premises”):

SEE EXHIBIT “A” ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee’s Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee’s Facilities or the Easement Premises, shall not interfere with Grantee’s access to the Easement Premises or Grantee’s Facilities, and shall not connect or permit the connection of Grantee’s Facilities to any of Grantor’s facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the original installation of Grantee’s Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor’s Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor’s consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor’s Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

0005

Route: TW-6/25 (Section 2)
Section: 10-37-9
County: Will
Job No.: 23-R0494
Parcel: Permanent Easement 1

Index No.: 07-01-09-106-007

That part of Outlot D in Tallgrass of Naperville Unit 1, being a part of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1998, as Document Number R98-148435, in Will 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 Outlot D; thence North 01 degrees 40 minutes 59 seconds West along the east line of said Outlot D a distance of 172.29 feet, to the Point of Beginning; thence South 88 degrees 38 minutes 27 seconds West a distance of 125.00 feet, to a point on the west line of said Outlot D, which point is 172.41 feet north of the south line of said Outlot D; thence North 01 degrees 40 minutes 59 seconds West along said west line a distance of 20.00 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 125.00 feet, to said east line of Outlot D; thence South 01 degrees 40 minutes 59 seconds East along said east line a distance of 20.00 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 0.057 acres, more or less or 2,500 square feet, more or less.

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION**

_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as “Grantor”), for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter “Grantee”), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across the following described property (hereinafter “Easement Premises”):

SEE EXHIBIT “A” ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee’s Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee’s Facilities or the Easement Premises, shall not interfere with Grantee’s access to the Easement Premises or Grantee’s Facilities, and shall not connect or permit the connection of Grantee’s Facilities to any of Grantor’s facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the original installation of Grantee’s Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor’s Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor’s consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor’s Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

0005

Route: TW-6/25 (Section 2)
Section: 9-37-9
County: Will
Job No.: 23-R0494
Parcel: Permanent Easement 2

Index No.: 07-01-09-106-036

That part of Lot 135A, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will 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 Lot 135C in said Penncross Knoll; thence South 68 degrees 24 minutes 38 seconds East along the westerly line of said Lot 135C also being an easterly line of said Lot 135A a distance of 7.08 feet, to the Point of Beginning; thence continuing South 68 degrees 24 minutes 38 seconds East along said easterly line of Lot 135A a distance of 26.79 feet, to a bend in said easterly line; thence South 33 degrees 24 minutes 38 seconds East along said easterly line a distance of 11.34 feet; thence South 88 degrees 45 minutes 07 seconds West a distance of 64.35 feet, to a point on the westerly line of said Lot 135A, which point is 58.01 feet from the west most northwest corner of said Lot 135A as measured along said westerly line; thence North 68 degrees 24 minutes 38 seconds West along said westerly line a distance of 51.53 feet; thence North 88 degrees 45 minutes 07 seconds East a distance of 81.12 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 0.035 acres, more or less or 1,542 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

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, on _____.

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 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 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.

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 _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

0005

Route: TW-6/25 (Section 2)
Section: 10-37-9
County: Will
Job No.: 23-R0494
Parcel: Temporary Easement 1

Index No.: 07-01-09-106-007

That part of Outlot D in Tallgrass of Naperville Unit 1, being a part of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1998, as Document Number R98-148435, in Will 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 Outlot D; thence North 01 degrees 40 minutes 59 seconds West along the east line of said Outlot D a distance of 112.29 feet, to the Point of Beginning; thence continuing North 01 degrees 40 minutes 59 seconds West along said east line a distance of 60.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 125.00 feet, to a point on the west line of said Outlot D, which point is 172.41 feet north of the south line of said Outlot D; thence South 01 degrees 40 minutes 59 seconds East along said west line a distance of 60.00 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 125.00 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 0.172 acres, more or less or 7,500 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

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, on _____.

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 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 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.

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 _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

0005

Route: TW-6/25 (Section 2)
Section: 9-37-9
County: Will
Job No.: 23-R0494
Parcel: Temporary Easement 2

Index No.: 07-01-09-106-036

That part of Lot 135A, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will 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 Lot 135C in said Penncross Knoll; thence South 68 degrees 24 minutes 38 seconds East along the westerly line of said Lot 135C also being an easterly line of said Lot 135A a distance of 33.87 feet, to a bend in said easterly line; thence South 33 degrees 24 minutes 38 seconds East along said easterly line a distance of 11.34 feet, to the Point of Beginning; thence South 88 degrees 45 minutes 07 seconds West a distance of 64.35 feet, to a point on the westerly line of said Lot 135A, which point is 58.01 feet from the west most northwest corner of said Lot 135A as measured along said westerly line; thence South 68 degrees 24 minutes 38 seconds East along said westerly line a distance of 42.68 feet, to a bend in said westerly line; thence South 33 degrees 24 minutes 38 seconds East along said westerly line a distance of 21.78 feet; thence North 88 degrees 45 minutes 07 seconds East a distance of 35.44 feet, to said easterly line of Lot 135A; thence North 33 degrees 24 minutes 38 seconds West along said easterly line a distance of 41.34 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.034 acres, more or less or 1,480 square feet, more or less.

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION**

_____,
their successors, assigns, heirs, administrators and
executors (hereinafter collectively referred to as
“Grantor”), for and in consideration of the sum of
_____ and No/100 Dollars
(\$_____), and other good and valuable
consideration, in hand paid by DuPAGE WATER
COMMISSION, a County Water Commission and
Public Corporation under 65 ILCS 5/11-135-1, et
seq. and 70 ILCS 3720/1, et seq. (hereinafter
“Grantee”), the sufficiency and receipt of which is
hereby acknowledged, do hereby give and grant
unto said Grantee, its successors and assigns, a
perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating,
renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other
facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across
the following described property (hereinafter “Easement Premises”):

SEE EXHIBIT “A” ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to
Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does
not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement
provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the
Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee’s
Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to
be obstructed Grantee’s Facilities or the Easement Premises, shall not interfere with Grantee’s access to the
Easement Premises or Grantee’s Facilities, and shall not connect or permit the connection of Grantee’s
Facilities to any of Grantor’s facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the
original installation of Grantee’s Facilities on the Easement Premises and during any subsequent
maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition
as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for
such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent
upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a
timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Easement Premises
may be temporarily removed during original installation or during maintenance, repair, replacement or
removal of Grantee’s Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and
restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as
good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or
mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor’s Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor’s consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor’s Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)
Section: 9-37-9
County: Will
Job No.: 23-R0494
Parcel: 00006 Permanent Easement

Index No.: 07-01-09-106-035

That part of Lot 135C, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will 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 135C; thence North 01 degrees 40 minutes 55 seconds West along the east line of said Lot 135C a distance of 112.45 feet, to the Point of Beginning; thence South 88 degrees 38 minutes 27 seconds West a distance of 104.97 feet; thence North 68 degrees 58 minutes 02 seconds West a distance of 88.39 feet; thence South 88 degrees 32 minutes 01 seconds West a distance of 120.39 feet; thence North 46 degrees 28 minutes 02 seconds West a distance of 48.55 feet; thence South 88 degrees 31 minutes 58 seconds West a distance of 340.30 feet; thence South 72 degrees 53 minutes 07 seconds West a distance of 214.72 feet; thence South 88 degrees 45 minutes 07 seconds West a distance of 48.61 feet, to the westerly line of said Lot 135C; thence North 33 degrees 24 minutes 38 seconds West along said westerly line a distance of 11.34 feet, to a bend in said westerly line; thence North 68 degrees 24 minutes 38 seconds West along said westerly line a distance of 26.79 feet, to a point 7.08 feet from the northwest corner of said Lot 135C; thence North 88 degrees 45 minutes 07 seconds East a distance of 76.55 feet; thence North 72 degrees 53 minutes 07 seconds East a distance of 214.68 feet; thence North 88 degrees 31 minutes 58 seconds East a distance of 351.34 feet; thence South 46 degrees 28 minutes 02 seconds East a distance of 48.55 feet; thence North 88 degrees 32 minutes 01 seconds East a distance of 116.09 feet; thence South 68 degrees 58 minutes 02 seconds East a distance of 88.41 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 100.90 feet, to said east line of Lot 135C; thence South 01 degrees 40 minutes 55 seconds East along said east line a distance of 20.00 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 0.449 acres, more or less or 19,538 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

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, on _____.

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 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 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.

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 _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)
Section: 9-37-9
County: Will
Job No.: 23-R0494
Parcel: 0006 Temporary Easement

Index No.: 07-01-09-106-035

That part of Lot 135C, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will 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 135C; thence North 01 degrees 40 minutes 55 seconds West along the east line of said Lot 135C a distance of 52.45 feet, to the Point of Beginning; thence continuing North 01 degrees 40 minutes 55 seconds West along said east line a distance of 60.00 feet; thence South 88 degrees 38 minutes 27 seconds West a distance of 104.97 feet; thence North 68 degrees 58 minutes 02 seconds West a distance of 88.39 feet; thence South 88 degrees 32 minutes 01 seconds West a distance of 120.39 feet; thence North 46 degrees 28 minutes 02 seconds West a distance of 48.55 feet; thence South 88 degrees 31 minutes 58 seconds West a distance of 340.30 feet; thence South 72 degrees 53 minutes 07 seconds West a distance of 214.72 feet; thence South 88 degrees 45 minutes 07 seconds West a distance of 48.61 feet, to a point on the westerly line of said Lot 135C, which point is 11.34 feet southerly of a bend in said westerly line; thence South 33 degrees 24 minutes 38 seconds East along said westerly line a distance of 41.34 feet; thence North 88 degrees 45 minutes 07 seconds East a distance of 122.92 feet; thence North 72 degrees 53 minutes 07 seconds East a distance of 123.40 feet; thence North 88 degrees 31 minutes 58 seconds East a distance of 307.21 feet; thence South 46 degrees 28 minutes 02 seconds East a distance of 48.55 feet; thence North 88 degrees 32 minutes 01 seconds East a distance of 133.31 feet; thence South 68 degrees 58 minutes 02 seconds East a distance of 88.33 feet; thence North 88 degrees 38 minutes 27 seconds East a distance of 117.19 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.264 acres, more or less or 55,056 square feet, more or less.

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION**

_____,
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as “Grantor”), for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter “Grantee”), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across the following described property (hereinafter “Easement Premises”):

SEE EXHIBIT “A” ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee’s Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee’s Facilities or the Easement Premises, shall not interfere with Grantee’s access to the Easement Premises or Grantee’s Facilities, and shall not connect or permit the connection of Grantee’s Facilities to any of Grantor’s facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the original installation of Grantee’s Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor’s Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor’s consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor’s Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)
Section: 9-37-9
County: Will
Job No.: 23-R0494
Parcel: 0007 Permanent Easement

Index No.: 07-01-09-106-019

That part of Lot 135B, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will 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 north most northeast corner of said Lot 135B; thence South 68 degrees 24 minutes 38 seconds East along the easterly line of said Lot 135B a distance of 6.48 feet, to the Point of Beginning; thence continuing South 68 degrees 24 minutes 38 seconds East along said easterly line a distance of 51.53 feet; thence South 88 degrees 45 minutes 13 seconds West a distance of 931.47 feet, to the west line of said Lot 135B; thence North 01 degrees 39 minutes 39 seconds West along said west line a distance of 20.00 feet, to the northwest corner of said Lot 135B; thence North 88 degrees 45 minutes 13 seconds East a distance of 884.13 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 0.417 acres, more or less or 18,154 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and
appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said
Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s
property to allow Grantee sufficient space to construct said Facilities under the terms contained
herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth
above are incorporated herein by this reference and made a part of the substantive terms of this
Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of
_____ and No/100 Dollars (\$_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

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, on _____.

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 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 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.

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 _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)
Section: 9-37-9
County: Will
Job No.: 23-R0494
Parcel: 0007 Temporary Easement

Index No.: 07-01-09-106-019

That part of Lot 135B, in Penncross Knoll, being a subdivision of part of the South Half of the Northwest Quarter of Section 9, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded January 19, 2001 as Document Number R2001-006972, in Will 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 north most northeast corner of said Lot 135B; thence South 68 degrees 24 minutes 38 seconds East along the easterly line of said Lot 135B a distance of 58.01 feet, to the Point of Beginning; thence South 88 degrees 45 minutes 13 seconds West a distance of 931.47 feet, to a point on the west line of said Lot 135B, which point is 20.00 feet south of the northwest corner of said Lot 135B; thence South 01 degrees 39 minutes 39 seconds East along said west line a distance of 35.00 feet; thence North 88 degrees 45 minutes 13 seconds East a distance of 982.14 feet, to the easterly line of said Lot 135B; thence North 33 degrees 24 minutes 38 seconds West along said easterly line a distance of 21.78 feet, to a bend; thence North 68 degrees 24 minutes 38 seconds West along said easterly line a distance of 42.68 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.775 acres, more or less or 33,754 square feet, more or less.

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION**

_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as “Grantor”), for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter “Grantee”), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across the following described property (hereinafter “Easement Premises”):

SEE EXHIBIT “A” ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee’s Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee’s Facilities or the Easement Premises, shall not interfere with Grantee’s access to the Easement Premises or Grantee’s Facilities, and shall not connect or permit the connection of Grantee’s Facilities to any of Grantor’s facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the original installation of Grantee’s Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor’s Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor’s consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor’s Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)
Section: 5-37-9
County: Will
Job No.: 23-R0494
Parcel: 0008 Permanent Easement

Index No.: 07-01-05-400-014

That part of the South Half of Section 5, Township 37 North, Range 9 East of the Third Principal Meridian, in Will 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 Southeast Quarter of Section 5; thence South 01 degrees 29 minutes 12 seconds East along the west line of said Southeast Quarter a distance of 2169.20 feet, to the Point of Beginning; thence North 89 degrees 45 minutes 07 seconds East a distance of 84.02 feet; thence South 79 degrees 57 minutes 43 seconds East a distance of 116.27 feet; thence South 69 degrees 03 minutes 38 seconds East a distance of 115.46 feet; thence South 55 degrees 27 minutes 54 seconds East a distance of 429.43 feet; thence South 63 degrees 15 minutes 03 seconds East a distance of 153.62 feet; thence South 78 degrees 09 minutes 49 seconds East a distance of 158.14 feet; thence South 88 degrees 20 minutes 51 seconds East a distance of 253.99 feet; thence South 46 degrees 37 minutes 12 seconds East a distance of 22.55 feet, to a point on the west line of 95th Street per dedication Document Number R2006-157465, which point is 12.13 feet north of the south line of said Southeast Quarter; thence North 01 degrees 37 minutes 12 seconds West along said west line a distance of 28.28 feet; thence North 46 degrees 37 minutes 12 seconds West a distance of 10.17 feet; thence North 88 degrees 20 minutes 51 seconds West a distance of 3.58 feet; thence North 01 degrees 39 minutes 09 seconds East a distance of 6.00 feet; thence North 88 degrees 20 minutes 51 seconds West a distance of 20.00 feet; thence South 01 degrees 39 minutes 09 seconds West a distance of 6.00 feet; thence North 88 degrees 20 minutes 51 seconds West a distance of 20.15 feet; thence North 01 degrees 39 minutes 09 seconds East a distance of 6.00 feet; thence North 88 degrees 20 minutes 51 seconds West a distance of 20.00 feet; thence South 01 degrees 39 minutes 09 seconds West a distance of 6.00 feet; thence North 88 degrees 20 minutes 51 seconds West a distance of 196.11 feet; thence North 78 degrees 09 minutes 49 seconds West a distance of 153.74 feet; thence North 63 degrees 15 minutes 03 seconds West a distance of 149.64 feet; thence North 55 degrees 27 minutes 54 seconds West a distance of 430.45 feet; thence North 69 degrees 03 minutes 38 seconds West a distance of 119.75 feet; thence North 79 degrees 57 minutes 43 seconds West a distance of 119.98 feet; thence South 89 degrees 45 minutes 07 seconds West a distance of 39.40 feet;

thence North 00 degrees 14 minutes 53 seconds West a distance of 6.00 feet; thence South 89 degrees 45 minutes 07 seconds West a distance of 20.00 feet; thence South 00 degrees 14 minutes 53 seconds East a distance of 6.00 feet; thence South 89 degrees 45 minutes 07 seconds West a distance of 61.93 feet, to the east right-of-way line of the E.J. & E. Railway Company; thence South 01 degrees 33 minutes 46 seconds East along said east line a distance of 20.01 feet; thence North 89 degrees 45 minutes 07 seconds East a distance of 35.06 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 0.636 acres, more or less or 27,694 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

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, on _____.

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 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 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.

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 _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)
Section: 5-37-9
County: Will
Job No.: 23-R0494
Parcel: 0008 Temporary Easement

Index No.: 07-01-05-400-014

That part of the South Half of Section 5, Township 37 North, Range 9 East of the Third Principal Meridian, in Will 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 Southeast Quarter of Section 5; thence South 01 degrees 29 minutes 12 seconds East along the west line of said Southeast Quarter a distance of 2169.20 feet, to the Point of Beginning; thence North 89 degrees 45 minutes 07 seconds East a distance of 84.02 feet; thence South 79 degrees 57 minutes 43 seconds East a distance of 116.27 feet; thence South 69 degrees 03 minutes 38 seconds East a distance of 115.46 feet; thence South 55 degrees 27 minutes 54 seconds East a distance of 429.43 feet; thence South 63 degrees 15 minutes 03 seconds East a distance of 153.62 feet; thence South 78 degrees 09 minutes 49 seconds East a distance of 158.14 feet; thence South 88 degrees 20 minutes 51 seconds East a distance of 253.99 feet; thence South 46 degrees 37 minutes 12 seconds East a distance of 22.55 feet, to a point on the west line of 95th Street per dedication Document Number R2006-157465; thence South 01 degrees 37 minutes 12 seconds East along said west line a distance of 12.13 feet, to the south line of said Southeast Quarter; thence South 88 degrees 25 minutes 28 seconds West along said south line a distance of 350.57 feet; thence North 78 degrees 09 minutes 49 seconds West a distance of 97.01 feet; thence North 63 degrees 15 minutes 03 seconds West a distance of 165.56 feet; thence North 55 degrees 27 minutes 54 seconds West a distance of 426.36 feet; thence North 69 degrees 03 minutes 38 seconds West a distance of 102.58 feet; thence North 79 degrees 57 minutes 43 seconds West a distance of 105.15 feet; thence South 89 degrees 45 minutes 07 seconds West a distance of 112.30 feet, to the east right-of-way line of the E.J. & E. Railway Company; thence North 01 degrees 33 minutes 46 seconds West along said east line a distance of 60.02 feet; thence North 89 degrees 45 minutes 07 seconds East a distance of 35.06 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.699 acres, more or less or 73,996 square feet, more or less.

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION**

_____,
_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as “Grantor”), for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter “Grantee”), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across the following described property (hereinafter “Easement Premises”):

SEE EXHIBIT “A” ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee’s Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee’s Facilities or the Easement Premises, shall not interfere with Grantee’s access to the Easement Premises or Grantee’s Facilities, and shall not connect or permit the connection of Grantee’s Facilities to any of Grantor’s facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the original installation of Grantee’s Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor’s Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor’s consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor’s Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)
Section: 5-37-9
County: Will
Job No.: 23-R0494
Parcel: 0009 Permanent Easement

Index No.: 07-01-05-500-002

That part of a 100 foot wide strip of land, being part of the original right of way of the Elgin, Joliet and Eastern Railway Company, running in a north/south direction across the East Half of the Southwest Quarter of Section 5, Township 37 North, Range 9 East of the Third Principal Meridian, in Will 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 Southwest Quarter of Section 5; thence South 01 degrees 29 minutes 12 seconds East along the west line of said Southeast Quarter a distance of 2169.20 feet; thence South 89 degrees 45 minutes 07 seconds West a distance of 35.06 feet, to the east right-of-way line of the said E.J. & E. Railway Company and the Point of Beginning; thence continuing South 89 degrees 45 minutes 07 seconds West a distance of 100.03 feet, to a point on the west right-of-way line of the said E.J. & E. Railway Company, which point is 477.29 feet north of the south line of said Southwest Quarter as measured along said west right-of-way line; thence North 01 degrees 33 minutes 46 seconds West along said west right-of-way line a distance of 20.01 feet; thence North 89 degrees 45 minutes 07 seconds East a distance of 100.03 feet, to said east right-of-way line of the said E.J. & E. Railway Company; thence South 01 degrees 33 minutes 46 seconds East along said right-of-way line a distance of 20.01 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 0.046 acres, more or less or 2,001 square feet, more or less.

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION**

_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as “Grantor”), for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter “Grantee”), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across the following described property (hereinafter “Easement Premises”):

SEE EXHIBIT “A” ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee’s Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee’s Facilities or the Easement Premises, shall not interfere with Grantee’s access to the Easement Premises or Grantee’s Facilities, and shall not connect or permit the connection of Grantee’s Facilities to any of Grantor’s facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the original installation of Grantee’s Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor’s Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor’s consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor’s Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)
Section: 5-37-9
County: Will
Job No.: 23-R0494
Parcel: 0011 Permanent Easement

Index No.: 07-01-05-300-014

That part of the Southeast Quarter of the Southwest Quarter of Section 5, Township 37 North, Range 9 East of the Third Principal Meridian, in Will 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 the Southwest Quarter of said Section 5; thence South 88 degrees 36 minutes 17 seconds West along the south line of said Southwest Quarter a distance of 284.42 feet, to the west line of property conveyed per deed recorded August 26, 1926, as Document Number 398040; thence North 01 degrees 33 minutes 46 seconds West along said west line a distance of 480.29 feet, to the Point of Beginning; thence South 89 degrees 45 minutes 07 seconds West a distance of 974.23 feet; thence South 43 degrees 24 minutes 05 seconds West a distance of 42.98 feet, to a line 33.00 feet east of and parallel with the west line of said Southeast Quarter of the Southwest Quarter; thence South 01 degrees 28 minutes 53 seconds East along said parallel line a distance of 293.97 feet, to the west most north line of property conveyed per deed recorded May 6, 1960, as Document Number 903074; thence South 88 degrees 02 minutes 17 seconds West along said west most north line a distance of 20.00 feet, to a line 13.00 feet east of and parallel with said west line of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 28 minutes 53 seconds West along said parallel line a distance of 302.40 feet; thence North 43 degrees 24 minutes 05 seconds East a distance of 59.80 feet; thence North 89 degrees 45 minutes 07 seconds East a distance of 982.33 feet, to said west line of property conveyed per deed recorded August 26, 1926, as Document Number 398040; thence South 01 degrees 33 minutes 46 seconds East along said west line a distance of 20.01 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 0.610 acres, more or less or 26,557 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

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, on _____.

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 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 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.

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 _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)
Section: 5-37-9
County: Will
Job No.: 23-R0494
Parcel: 0011 Temporary Easement

Index No.: 07-01-05-300-014

That part of the Southeast Quarter of the Southwest Quarter of Section 5, Township 37 North, Range 9 East of the Third Principal Meridian, in Will 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 the Southwest Quarter of said Section 5; thence South 88 degrees 36 minutes 17 seconds West along the south line of said Southwest Quarter a distance of 284.42 feet, to the west line of property conveyed per deed recorded August 26, 1926, as Document Number 398040; thence North 01 degrees 33 minutes 46 seconds West along said west line a distance of 420.27 feet, to the Point of Beginning; thence continuing North 01 degrees 33 minutes 46 seconds West along said west line a distance of 60.02 feet; thence South 89 degrees 45 minutes 07 seconds West a distance of 974.23 feet; thence South 43 degrees 24 minutes 05 seconds West a distance of 42.98 feet, to a line 33.00 feet east of and parallel with the west line of said Southeast Quarter of the Southwest Quarter; thence South 01 degrees 28 minutes 53 seconds East along said parallel line a distance of 293.97 feet, to the west most north line of property conveyed per deed recorded May 6, 1960, as Document Number 903074; North 88 degrees 02 minutes 17 seconds East along said west most north line a distance of 60.00 feet, to a line 93.00 feet east of and parallel with said west line of said Southeast Quarter of the Southwest Quarter; thence North 01 degrees 28 minutes 53 seconds West along said parallel line a distance of 263.27 feet; thence North 89 degrees 45 minutes 07 seconds East a distance of 944.63 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 1.734 acres, more or less or 75,658 square feet, more or less.

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION**

_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as “Grantor”), for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter “Grantee”), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across the following described property (hereinafter “Easement Premises”):

SEE EXHIBIT “A” ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee’s Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee’s Facilities or the Easement Premises, shall not interfere with Grantee’s access to the Easement Premises or Grantee’s Facilities, and shall not connect or permit the connection of Grantee’s Facilities to any of Grantor’s facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the original installation of Grantee’s Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor’s Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor’s consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor’s Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: TW-6/25 (Section 2)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0102 Permanent Easement

Index No.: 03-01-376-005

That part of the former Elgin, Joliet and Eastern Railway Company right of way in 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 southeast corner of said Southwest Quarter; thence North 88 degrees 49 minutes 58 seconds East along the south line of the Southeast Quarter of said Section 1 a distance of 43.59 feet, to the northeasterly right of way line of said former Elgin, Joliet and Eastern Railway Company; thence North 33 degrees 16 minutes 05 seconds West along said northeasterly right of way line a distance of 169.83 feet, to the Point of Beginning; thence South 88 degrees 52 minutes 30 seconds West a distance of 94.48 feet, to a point on the southwesterly right of way line of said former Elgin, Joliet and Eastern Railway Company, which point is 169.65 feet northwesterly of the south line of said Southwest Quarter as measured along said southwesterly right of way line; thence North 33 degrees 16 minutes 05 seconds West along said southwesterly right of way line a distance of 23.62 feet; thence North 88 degrees 52 minutes 30 seconds East a distance of 94.48 feet, to said northeasterly right of way line; thence South 33 degrees 16 minutes 05 seconds East a distance of 23.62 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 0.043 acres, more or less or 1,890 square feet, more or less.

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this ____
day of _____, 2025 by and between

(collectively referred to as “Grantor”) and the
DUPAGE WATER COMMISSION, a County
Water Commission and Public Corporation under
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS
3720/0.001, *et seq.* (hereinafter “Grantee”).

FOR RECORDER'S USE ONLY

WHEREAS, the Grantee desires to construct a water main and other related fixtures and
appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said
Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s
property to allow Grantee sufficient space to construct said Facilities under the terms contained
herein.

WITNESSETH

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth
above are incorporated herein by this reference and made a part of the substantive terms of this
Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of
_____ and No/100 Dollars (\$_____), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities.

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, on _____.

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 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 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.

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 _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0102 Temporary Easement

Index No.: 03-01-376-005

That part of the former Elgin, Joliet and Eastern Railway Company right of way in 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 southeast corner of said Southwest Quarter; thence North 88 degrees 49 minutes 58 seconds East along the south line of the Southeast Quarter of said Section 1 a distance of 43.59 feet, to the northeasterly right of way line of said former Elgin, Joliet and Eastern Railway Company; thence North 33 degrees 16 minutes 05 seconds West along said northeasterly right of way line a distance of 98.97 feet, to the Point of Beginning; thence continuing North 33 degrees 16 minutes 05 seconds West along said northeasterly right of way line a distance of 70.86 feet; thence South 88 degrees 52 minutes 30 seconds West a distance of 94.48 feet, to a point on the southwesterly right of way line of said former Elgin, Joliet and Eastern Railway Company, which point is 169.65 feet northwesterly of the south line of said Southwest Quarter as measured along said southwesterly right of way line; thence South 33 degrees 16 minutes 05 seconds East along said southwesterly right of way line a distance of 70.86 feet; thence North 88 degrees 52 minutes 30 seconds East a distance of 94.48 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 0.130 acres, more or less or 5,669 square feet, more or less.

**GRANT OF
PERMANENT EASEMENT
TO DUPAGE WATER COMMISSION**

_____,
their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as “Grantor”), for and in consideration of the sum of _____ and No/100 Dollars (\$_____), and other good and valuable consideration, in hand paid by DuPAGE WATER COMMISSION, a County Water Commission and Public Corporation under 65 ILCS 5/11-135-1, et seq. and 70 ILCS 3720/1, et seq. (hereinafter “Grantee”), the sufficiency and receipt of which is hereby acknowledged, do hereby give and grant unto said Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way for the purpose of laying, installing, maintaining, operating, renewing, repairing, replacing and removing water mains, manholes and manhole structures, and other facilities and equipment related thereto (hereinafter “Grantee’s Facilities”), in, upon, under, along and across the following described property (hereinafter “Easement Premises”):

SEE EXHIBIT “A” ATTACHED HERETO.

together with reasonable right of access thereto for said purposes. This Permanent Easement is exclusive to Grantee. Grantor hereby reserves the right to use the Easement Premises above grade in a manner that does not prevent or interfere with the exercise by Grantee of the rights granted under this Permanent Easement provided, however, that Grantor shall not use or place, or cause or permit to be used or placed, within the Easement Premises any structure, equipment or item whose weight or load will cause damage to Grantee’s Facilities or which will in any manner interfere with, disturb, damage, destroy, injure, obstruct or permit to be obstructed Grantee’s Facilities or the Easement Premises, shall not interfere with Grantee’s access to the Easement Premises or Grantee’s Facilities, and shall not connect or permit the connection of Grantee’s Facilities to any of Grantor’s facilities at any time whatsoever without the prior written consent of Grantee.

Grantee shall restore that portion of Grantor’s Property damaged and/or disturbed by Grantee during the original installation of Grantee’s Facilities on the Easement Premises and during any subsequent maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting, Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor’s sign(s) and/or mailbox(es) in or near the Easement Premises may be temporarily removed during original installation or during maintenance, repair, replacement or removal of Grantee’s Facilities on the Easement Premises, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

To the fullest extent permitted by law, the Grantee agrees to indemnify, defend and hold Grantor, its officers,

directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, excepting, however, any such matters which arise out of the acts or omissions of Grantor or their agents, employees, successors, assigns, heirs, administrators, executors or affiliates.

Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Property in exercising its rights granted herein. Grantee shall access the Easement and its facilities utilizing the Easement Premises or public rights-of-way, provided that if Grantee requires temporary access to its Easement and facilities through Grantor’s Property, Grantee shall provide notice thereto to Grantor and the parties shall negotiate in good faith to provide such temporary access. Grantor’s consent to such temporary access shall not be unreasonably withheld, conditioned or delayed, and Grantee shall restore any part of the Grantor’s Property damaged as a result of such utilization to at least as good a condition it was prior to Grantee utilizing the temporary access.

Grantor represents and warrants to the Grantee that the Grantor (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this _____ day of _____, A.D., 2025.

[OWNER NAME]

This document prepared by
and returned to:

Phillip A. Luetkehans, Esq.
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

Property Address:

PIN: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this _____ day of _____, 2025.

Notary Public

EXHIBIT A

Legal Description/Depiction of Permanent Easement Area

Route: FW-1/25 (Section 4)
Section: 1-37-8
County: Kendall
Job No.: 23-R0494
Parcel: 0706 Permanent Easement

Index No.: 03-02-400-005
03-01-351-001

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 northwest corner of said Southwest Quarter; thence North 88 degrees 57 minutes 21 seconds East along the north line of said Southwest Quarter a distance of 87.21 feet, to the westerly right of way line of U.S. Route 30 per Document No. 2002-00023560 and Document No. 2002-00019115; thence South 36 degrees 42 minutes 26 seconds East along said westerly right of way line a distance of 98.31 feet; thence South 28 degrees 11 minutes 46 seconds East along said westerly right of way line a distance of 170.43 feet, to the Point of Beginning; thence South 47 degrees 05 minutes 46 seconds East along said westerly right of way line a distance of 16.38 feet; thence South 26 degrees 07 minutes 41 seconds East a distance of 110.27 feet; thence North 63 degrees 52 minutes 19 seconds East a distance of 12.51 feet, to the westerly right of way line of said U.S. Route 30 per Document No. 2002-00023560 and Document No. 2002-00019115; thence South 26 degrees 22 minutes 19 seconds East along said westerly line a distance of 10.00 feet; thence South 63 degrees 52 minutes 19 seconds West a distance of 22.55 feet; thence North 26 degrees 07 minutes 41 seconds West a distance of 135.56 feet; thence North 63 degrees 52 minutes 19 seconds East a distance of 4.14 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 0.033 acres, more or less or 1,436 square feet, more or less.