



## AGENDA – Board of Commissioners

Thursday, May 15, 2025 6:00 P.M.

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

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

RECOMMENDED MOTION: To approve the Minutes of the April 17, 2025 Regular Meeting of the DuPage Water Commission and the Executive Session Meeting Minutes of April 17, 2025.

- V. Treasurer’s Report

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

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

- VI. Committee Reports

- A. Finance Committee

1. Report of 05/15/25 Finance Committee
2. Actions on other items listed on the 05/15/25 Finance Committee Agenda.

- B. Administration Committee

1. Report of 05/15/25 Administration Committee
2. Request for Board Action: Travel for a Commission employee to the 2025 International Facility Management Association Workplace Conference in Minneapolis, Minnesota Sept 17-19, 2025. Expenses to include registration/lodging/transportation and per diems at an estimated cost of \$ 2,665.  
(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-39-25: A Resolution Authorizing the purchase of a Ford F-150 Pick Up Truck via the Suburban Purchasing Cooperative, from Currie Motors of Frankfort, IL, at a not to exceed cost of \$80,000.00

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

4. Resolution No. R-40-25: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property owned by the Commission. There is no cost for this action.

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

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 05/15/25 Engineering & Construction Committee
2. Resolution No. R-41-25: Approval of Master Services Agreement and Task Order #1 with Consor Engineering for Professional Services as Source Water Project Technical Advisor, at a Not-To-Exceed cost of \$500,000, to be authorized following NSMJAWA approval of the cost-sharing Intergovernmental Agreement.

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

3. Resolution No. R-42-25: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Arcadis USA, Inc. to Perform a Gap Analysis of AWIA Required Documentation, at an estimated expense of \$20,000.

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

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

## VII. Accounts Payable

### A. April 2025

1. Approval of Accounts Payable invoices received.

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$9,875,413.33 (April 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 \$1,996,425.00 (April 2025) subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

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

VIII. Chairman's Report

IX. Old Business

X. New Business

XI. Executive Session

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

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

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

XII. Matters referred from Executive Session

A. Ordinance O-6-25: 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)

XIII. Adjournment

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

**Minutes of a Meeting  
of the**

---

**BOARD OF COMMISSIONERS**

---

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

April 17, 2025

I. The meeting was called to order by Chairman Zay at 6:37 PM

II. Roll Call

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

Commissioners absent: J. Pruyn, F. Saverino

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. Oath of Office

Chairman Zay administered the Oath of Office to Commissioners Andrew Honig, County Representative from District 2, Sean Greaney, County Representative from District 3, and Thomas Noonan, County Representative from District 5.

V. Approval of Minutes

Commissioner Russo moved to approve the Minutes of the March 20, 2025 Regular Meeting of the DuPage Water Commission, Seconded by Commissioner Fennell. Approved by a voice vote. All Aye, motion carried.

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

Commissioner Van Vooren moved to open the Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026, seconded by Commissioner Russo. Unanimously approved by a roll call vote.

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

Nay: None

Absent: J. Pruyn, F. Saverino

Commissioner Suess asked staff to articulate the Annual Budget Revenues and Expenses, General Manager May stated that the projected revenues are \$148.8 and the expenses to be \$158.6M. With no further comments, Commissioner Russo moved to close the Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026, seconded by Commissioner Romano. Unanimously approved by a roll call vote.

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

Nay: None

Absent: J. Pruyn, F. Saverino

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

Commissioner Van Vooren moved 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, seconded by Commissioner Honig unanimously approved by a roll call vote.

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

Nay: None

Absent: J. Pruyn, F. Saverino

With no comments presented, Commissioner Cuzzone moved 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. Seconded by Commissioner Romano, unanimously approved by a roll call vote.

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

Nay: None

Absent: J. Pruyn, F. Saverino

VIII. Treasurer's Report

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

March 2025:

Treasurer Fates noted \$149.7 million of cash and investments on page 4, a increase of \$1.5M from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 11 totaling \$149.3 million and the market yield on the total portfolio showed 3.88% which is unchanged from the prior month. On page 12, the statement of cash flows showed a decrease in cash and investments by about \$79.1 and operating activities increased by approximately \$1.7 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 March 2025 Treasurer's Report, seconded by Commissioner Cuzzone, unanimously approved by a voice vote. All aye, motion carried.

IX. Committee Reports

**A. Finance Committee**

Item 1: Commissioner Suess gave a brief report of the Finance Committee Meeting, where banking relationships were discussed. Ordinance O-3-25 discusses a rate for the upcoming year, which is \$5.80 per thousand gallons.

Item 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.

Item 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.

Item 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.

Item 5: Ordinance O-4-25: Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2025 and Ending April 30, 2026.

Item 6: Resolution No. R-38-25: A Resolution Authorizing a Second Amendment to the Investment Advisory Agreement with PFM Asset Management LLC

Commissioner Van Vooren inquired as to whether the funds for WaterLink are accessible to the Commission to cover expenses. Commissioner Suess replied that yes, that structure is in place. Commissioner Suess went on to say that the Finance Committee is in the process of reviewing banking relationships and instituting a process to review our investment manager relationships.

Commissioner Suess made a motion to combine and approve Items 2 through 6, seconded by Commissioner Russo, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: J. Pruyn, F. Saverino

**B. Administration Committee**

Item 1: Request for Board Action: - To authorize the Estimated Expenditures for professional training as included in the approved FY-24/25 Management Budget.

Item 2: 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.

Item 3: 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.

Commissioner Cuzzone noted that the Administration Committee did not meet due to lack of quorum; he moved to adopt item 2 through 4 under the Administration Committee Report section of the agenda. Seconded by Commissioner Van Vooren, unanimously approved by a Roll Call Vote.

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

Nay: None

Absent: J. Pruyn, F. Saverino

**C. Engineering & Construction Committee**

Item 1: Commissioner Fennell noted that the Engineering and Construction Committee did not meet due to lack of quorum.

Item 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 \$180,145.00.

Item 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.

- Item 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 Converjint Technologies Company for fire alarm panels and equip. – Not-To-Exceed \$100,000.
- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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.

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

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

X. Accounts Payable

**A. March 2025**

Item 1: 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).

Item 2: 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).

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

Ayes: N. Cuzzone, J. Fennell, S. Greaney, A. Honig, D. Novotny, K. Romano, D. Russo, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: J. Pruyn, F. Saverino

XI. Chairman's Report

Chairman Zay reminded the Commissioners to file their Statements of Economic Interest before the May 1, 2025 deadline. A letter has been sent to the City of Chicago regarding contract status, and DWC awaits a response.

While welcoming three new Board Members, Chairman Zay introduced new Committee Appointments.

Chairman Zay gave the new commissioners a brief overview of the negotiations with the City of Chicago. Commissioner Honig asked what rate the City of Joliet receives from the City of Chicago and why we would not receive the same. Chairman Zay noted that Joliet will receive a benchmark rate with three limiting escalation factors, none of which have been offered to us to date. Commissioner Suess added that the City of Joliet will be paying half in 2030 compared to what the DWC pays.

General Manager May noted that the next steps in the Source Water Project will include selecting a Technical Advisor, which will be before the board in May or June. Chris Bostick, Manager of Water Operations and Mike Weed, Operations Manager were recognized for their leadership and contributions to the repair of NSMJAWA's 90" pipe leak repair. Commissioner Suess asked if NSMJAWA was in a position to assist the Commission. General Manager May reported that, no, they would not be able to due to the differential in pressure. Commissioner Van Vooren asked

who pays for the repair and increased water flow. General Manager May replied that Schaumburg pays the retail rate.

XII. Old Business

No Old Business was offered.

XIII. New Business

No New Business was offered.

XIV. Executive Session

Chairman Zay asked for a motion to enter into Executive Session to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), to discuss the setting of a price for sale or lease of property owned by the DuPage Water Commission 5 ILCS 120/2(c)(6), Commissioner Fennell made the motion, seconded by Commissioner Cuzzone and unanimously approved by a roll call vote.

Ayes: N. Cuzzone, J. Fennell, S. Greaney, A. Honig, D. Novotny, K. Romano, D. Russo, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: J. Pruyne, F. Saverino

The Commission went into Executive Session at 7:16 PM.

Commissioner Russo moved to come out of Executive Session at 7:55 PM, seconded by Commissioner Honig and unanimously approved by a roll call vote .

Ayes: N. Cuzzone, J. Fennell, S. Greaney, A. Honig, D. Novotny, K. Romano, D. Russo, P. Suess, D. Van Vooren, J. Zay

Nay: None

Absent: J. Pruyne, F. Saverino

XV. Adjournment

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

Meeting adjourned at 7:57 PM.



## MEMORANDUM

**To:** Chairman and Commissioners  
**From:** Bill Fates, Treasurer  
**Date:** 5/7/2025  
**Subject:** TREASURER'S REPORT – April 30, 2025

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of April. 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 \$149.8 million on April 30<sup>th</sup>, an increase of \$34,000 compared to the previous month. Waterlink escrow balances decreased by \$1.7 million.
2. The month end balances in the BMO Harris checking and money market accounts were \$5.2 million and \$8.7 million, respectively.
3. During the month of April, Corporate Notes and collateralized mortgage securities increased by \$1.0 million and \$1.9 million, respectively. U.S. Treasury investments and IIIT Money Market funds decreased by \$2.6 million and \$0.6 million, respectively.
4. The current holdings of cash and investments are in compliance with the approved investment policy.
5. For the year ended April 30, 2025, the Commission's cash and investments decreased a total of \$79.1 million. The Waterlink Escrow Account increased by \$27.0 million.
  - The Operating & Maintenance Account decreased by \$12.7 million for an ending balance of \$13.9 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 \$24.0 million for a balance of \$52.8 million.
  - The Long-Term Capital Reserve Account increased by approximately \$792,000 for a balance of \$28.1 million.
  - The Capital Reserve Fund decreased by approximately \$18.3 million for a balance of \$49.7 million.

<b>ACCOUNT</b>	<b>Balance 4/30/2024</b>	<b>Balance 04/30/2025</b>	<b>Increase (Decrease)</b>
Operations & Maintenance	\$ 26,594,968	\$ 13,910,843	\$ (12,684,125)
General Account	30,205,428	5,295,626	(24,909,802)
Operating Reserve	76,810,001	52,796,982	(24,013,019)
Long-Term Capital Reserve	27,281,709	28,073,976	792,267
Capital Reserve	67,977,016	49,691,109	(18,285,907)
<b>Total Cash &amp; Investments</b>	<b>\$ 228,869,122</b>	<b>\$ 149,768,536</b>	<b>\$ (79,100,586)</b>
<b>Waterlink Escrow</b>	<b>8,625,503</b>	<b>35,673,160</b>	<b>27,047,657</b>

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

1. The average yield to maturity on the Commission’s investments was 3.90%, up slightly from the prior month average yield to maturity of 3.88%. The amortized cost of our investments was \$144.6 million on April 30<sup>th</sup>.
2. The portfolio ended the month of April 2025 with \$64,000 of unrealized gains, compared to \$5.3 million in unrealized losses on April 30, 2024. The change in market value is reflected in a non-cash increase in investment income of \$5.3 million at year end.
3. The maturity distribution, excluding money market accounts but including Waterlink investments, was as follows: 0-1 year 21%, >1<3 years 49%, >3<5 years 20%, and >5 years 10%.

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

1. The statement of cash flow shows a breakdown of the \$79.1 million decrease in cash and investments for the fiscal year. Waterlink escrow funds increased \$27.0 million.
2. Operating activities increased cash by approximately \$1.8 million as of the end of April 2025. Water sales receivables, which were at \$14.8 million on March 31, 2025, declined to \$14.3 million at the end of April.
3. The decrease in Loans Receivable increased cash by approximately \$528,000.
4. Capital Assets purchased were \$85.5 million. The Commission purchased 127 acres in Northbrook, IL, for \$80.4 million.
5. Cash flow from investment activity generated approximately \$4.2 million of income.

**Reserve Analysis (Page 14)**

1. The Operating Reserve account was \$52.8 million, which is approximately 123 days, this amount meets the minimum balance per the current reserve policy. The Operating and Maintenance Account was \$11.8 million which is a balance currently sufficient to cover an estimated 27 days of normal operation and maintenance costs.
2. The reserve analysis report shows the Commission has met all recommended reserve balances on April 30<sup>th</sup>.

Respectfully submitted,



---

Bill Fates, CPA  
Treasurer

DuPAGE WATER COMMISSION  
 TREASURER'S REPORT  
 SUMMARY OF CASH AND INVESTMENTS  
 4/30/2025

FUNDS CONSIST OF:	4/30/2025	3/31/2025	Increase/(Decrease)
PETTY CASH	\$ 1,300.00	\$ 1,300.00	\$ -
OPERATING & MAINTENANCE	5,179,006.15	389,318.74	4,789,687.41
<b>TOTAL CASH</b>	<b>\$ 5,180,306.15</b>	<b>\$ 390,618.74</b>	<b>\$ 4,789,687.41</b>
BMO HARRIS MONEY MARKET FUNDS	\$ 8,730,537.00	\$ 13,900,530.14	\$ (5,169,993.14)
IIIT MONEY MARKET FUNDS	710,403.69	1,347,609.79	(637,206.10)
U. S. TREASURY INVESTMENTS	57,208,093.37	59,759,289.17	(2,551,195.80)
U. S. AGENCY INVESTMENTS	6,937,636.53	6,925,721.61	11,914.92
MUNICIPAL BONDS	1,600,457.36	955,504.38	644,952.98
COMMERCIAL PAPER	4,935,964.99	4,917,840.00	18,124.99
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	33,662,083.17	31,751,661.87	1,910,421.30
CERTIFICATES OF DEPOSIT	0.00	0.00	-
CORPORATE NOTES	30,803,053.84	29,785,924.42	1,017,129.42
<b>TOTAL INVESTMENTS</b>	<b>\$ 144,588,229.95</b>	<b>\$ 149,344,081.38</b>	<b>\$ (4,755,851.43)</b>
<b>DWC TOTAL CASH AND INVESTMENTS</b>	<b>\$ 149,768,536.10</b>	<b>\$ 149,734,700.12</b>	<b>\$ 33,835.98</b>
WATERLINK CASH	\$ 10,648,728.16	\$ 37,343,660.34	\$ (26,694,932.18)
WATERLINK INVESTMENTS	25,024,431.48	-	25,024,431.48
<b>WATERLINK ESCROW</b>	<b>\$ 35,673,159.64</b>	<b>\$ 37,343,660.34</b>	<b>\$ (1,670,500.70)</b>

	4/30/2025	3/31/2025	% CHANGE
IIIT MONEY MARKET FUNDS	0.6%	1.0%	-47.3%
BMO HARRIS MONEY MARKET FUNDS	6.0%	9.3%	-37.2%
U. S. TREASURY INVESTMENTS	39.6%	40.0%	-4.3%
U. S. AGENCY INVESTMENTS	4.8%	4.6%	0.2%
MUNICIPAL BONDS	1.1%	0.6%	67.5%
COMMERCIAL PAPER	3.4%	3.3%	0.4%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	23.3%	21.3%	6.0%
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
CORPORATE NOTES	21.3%	19.9%	3.4%
<b>TOTAL INVESTMENTS</b>	<b>100.1%</b>	<b>100.0%</b>	<b>-3.2%</b>

Note 1 - Investments are carried at amortized cost.

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/25
<b>Water Fund Oper. &amp; Maint. Acct. (01-121103)</b>										
BMO Harris - Money Market	3.413%	04/30/25	05/01/25	1	3.413%	\$ 8,730,537.00	\$ 8,730,537.00	0.00	\$ 8,730,537.00	-
<b>Water Fund General Account (01-121700)</b>										
IIIT - Money Market	4.321%	04/30/25	05/01/25	1	4.321%	359,661.04	359,661.04	0.00	359,661.04	-
Credit Agricole CIB NY	0.000%	01/16/25	06/20/25	51	4.330%	1,000,000.00	981,356.94	12,629.17	993,986.11	-
Credit Indust ET NY	0.000%	01/15/25	07/14/25	75	4.350%	1,000,000.00	978,250.00	12,808.33	991,058.33	-
Cooperative Rabobank	0.000%	01/16/25	08/18/25	110	4.320%	1,000,000.00	974,320.00	12,600.00	986,920.00	-
Natixis NY	0.000%	01/16/25	09/12/25	135	4.340%	1,000,000.00	971,187.22	12,658.33	983,845.55	-
MUFG Bank LTD	0.000%	01/16/25	10/10/25	163	4.410%	1,000,000.00	967,292.50	12,862.50	980,155.00	-
	Weighted Avg Maturity			100	4.348%	\$ 5,359,661.04	\$ 5,232,067.70	\$ 63,558.33	\$ 5,295,626.03	\$ -
<b>Water Fund Operating Reserve (01-121800)</b>										
IIIT - Money Market	4.321%	04/30/25	05/01/25	1	4.321%	157,587.82	157,587.82	0.00	157,587.82	-
US Treasury Notes	0.625%	11/02/21	07/31/26	457	1.120%	115,000.00	112,354.10	1,948.89	114,302.99	178.69
US Treasury Notes	0.750%	01/05/22	08/31/26	488	1.350%	750,000.00	729,902.34	14,336.88	744,239.22	947.69
US Treasury Notes	0.875%	12/02/21	09/30/26	518	1.210%	600,000.00	590,648.44	6,602.98	597,251.42	444.67
US Treasury Notes	4.125%	03/13/25	10/31/26	549	4.050%	400,000.00	400,484.38	(38.38)	400,446.00	44.84
US Treasury Notes	1.250%	02/14/22	11/30/26	579	1.920%	925,000.00	896,563.48	19,044.34	915,607.82	4,828.30
US Treasury Notes	1.250%	02/14/22	12/30/26	609	1.930%	800,000.00	774,937.50	16,492.56	791,430.06	3,342.54
US Treasury Notes	2.250%	10/10/24	02/15/27	656	3.950%	75,000.00	72,161.13	648.33	72,809.46	349.62
US Treasury Notes	4.500%	03/13/25	05/15/27	745	3.960%	530,000.00	535,879.69	(349.57)	535,530.12	11,002.62
US Treasury Notes	2.375%	07/06/22	05/15/27	745	2.910%	650,000.00	634,333.99	9,095.82	643,429.81	7,121.72
US Treasury Notes	2.625%	06/03/22	05/31/27	761	2.920%	750,000.00	739,716.80	5,996.18	745,712.98	8,221.15
US Treasury Notes	2.625%	10/11/24	05/31/27	761	3.910%	775,000.00	750,236.33	4,997.02	755,233.35	8,495.19
US Treasury Notes	3.250%	08/05/22	06/30/27	791	2.780%	850,000.00	868,062.50	(10,090.78)	857,971.72	9,233.77
US Treasury Notes	3.375%	10/03/24	09/15/27	868	3.520%	600,000.00	597,492.19	471.98	597,964.17	2,586.28
US Treasury Notes	3.500%	02/02/23	01/31/28	1,006	3.640%	650,000.00	645,962.89	1,812.72	647,775.61	5,656.08
US Treasury Notes	2.750%	09/03/24	02/15/28	1,021	3.750%	2,625,000.00	2,540,712.89	15,227.11	2,555,940.00	14,955.97
US Treasury Notes	1.125%	08/02/24	02/29/28	1,035	3.990%	440,000.00	398,371.87	8,220.62	406,592.49	833.97
US Treasury Notes	3.750%	04/29/25	04/15/28	1,081	3.730%	185,000.00	185,108.40	(0.10)	185,108.30	303.28
US Treasury Notes	3.500%	05/02/23	04/30/28	1,096	3.600%	1,500,000.00	1,493,320.31	2,671.88	1,495,992.19	142.66
US Treasury Notes	3.625%	06/05/23	05/31/28	1,127	3.700%	750,000.00	747,539.06	940.07	748,479.13	11,353.02
US Treasury Notes	4.375%	11/05/24	08/31/28	1,219	4.190%	1,100,000.00	1,107,003.91	(830.92)	1,106,172.99	8,108.02
US Treasury Notes	1.500%	01/04/24	11/30/28	1,310	3.970%	975,000.00	868,473.64	28,712.18	897,185.82	6,107.14
US Treasury Notes	1.375%	02/05/24	12/31/28	1,341	4.020%	1,100,000.00	971,652.34	32,319.82	1,003,972.16	5,055.59
US Treasury Notes	1.375%	03/05/24	01/31/29	1,372	4.280%	125,000.00	111,137.70	3,262.62	114,400.32	543.85
US Treasury Notes	4.000%	12/05/24	10/31/29	1,645	4.150%	1,200,000.00	1,192,078.13	596.43	1,192,674.56	130.43
US Treasury Notes	3.875%	02/07/25	11/30/29	1,675	4.340%	1,000,000.00	980,156.25	852.80	981,009.05	16,181.32
US Treasury Notes	3.875%	01/07/25	12/31/29	1,706	4.360%	1,000,000.00	978,437.50	1,236.42	979,673.92	12,952.35
US Treasury Notes	3.500%	03/04/25	01/31/30	1,737	4.070%	1,000,000.00	974,726.56	751.89	975,478.45	8,701.66
US Treasury Notes	1.500%	04/03/25	02/15/30	1,752	3.900%	700,000.00	626,199.22	1,072.81	627,272.03	2,175.41
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	62	1.110%	100,000.00	100,707.00	(682.41)	100,024.59	419.33
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	62	1.260%	410,000.00	410,000.00	0.00	410,000.00	1,719.27
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	684	2.890%	185,000.00	185,000.00	0.00	185,000.00	682.69
FN AL2092	3.000%	03/06/18	07/01/27	792	2.980%	36,809.73	36,855.74	(35.03)	36,820.71	92.02
FN AP4718	2.500%	07/20/18	08/01/27	823	2.750%	40,424.47	39,622.29	597.59	40,219.88	84.22
Fannie Mae Pool	3.500%	04/05/18	02/01/28	1,007	3.230%	62,370.27	63,793.09	(1,017.56)	62,775.53	181.91
Fannie Mae Pool	3.500%	04/05/18	03/01/28	1,036	3.230%	11,748.32	12,016.33	(190.07)	11,826.26	34.27
FR ZT1267	2.500%	08/21/19	05/01/28	1,097	2.320%	45,560.81	46,194.39	(411.67)	45,782.72	94.92
FN CA1940	4.000%	07/11/18	06/01/28	1,128	3.640%	51,837.20	53,376.11	(1,051.86)	52,324.25	172.79
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,158	2.720%	73,552.57	75,425.86	(1,308.97)	74,116.89	183.88
FG J32374	2.500%	02/17/22	11/01/28	1,281	2.220%	121,719.67	123,849.77	(1,012.41)	122,837.36	253.58
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,401	3.630%	34,921.21	35,996.13	(656.51)	35,339.62	116.40
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,707	3.000%	35,828.80	37,933.74	(1,418.99)	36,514.75	104.50
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,919	2.630%	74,289.53	77,551.30	(2,064.70)	75,486.60	185.72
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	2,011	2.960%	75,612.49	80,515.49	(3,055.38)	77,460.11	220.54
FR ZS3331	3.000%	02/13/20	12/01/30	2,041	2.600%	136,383.21	141,540.21	(2,472.25)	139,067.96	340.96
FN FM1082	3.000%	08/19/19	09/01/31	2,315	2.720%	85,820.83	88,301.59	(1,168.02)	87,133.57	214.55
FG G16720	3.500%	01/25/19	11/01/31	2,376	3.340%	73,415.12	74,596.64	(577.68)	74,018.96	214.13
FG G16635	3.000%	04/18/19	02/01/32	2,468	2.930%	130,051.58	131,082.87	(484.79)	130,598.08	325.13
FN FS2986	4.000%	10/21/22	10/01/32	2,711	4.370%	247,374.42	240,030.49	1,854.32	241,884.81	824.58

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/25
Fannie Mae Pool	3.500%	02/13/18	01/01/33	2,803	3.300%	81,189.53	83,067.04	(905.95)	82,161.09	236.80
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,834	3.730%	28,230.96	29,082.31	(399.31)	28,683.00	94.10
FN CA1455	4.000%	12/20/18	03/01/33	2,862	3.760%	104,509.49	107,228.38	(1,212.75)	106,015.63	348.36
FN BMS5830	3.500%	06/05/19	04/01/34	3,258	3.180%	134,432.75	139,473.98	(1,992.17)	137,481.81	392.10
FN FM0047	3.000%	06/17/21	12/01/34	3,502	2.450%	158,504.78	168,535.16	(2,872.30)	165,662.86	396.26
FN FM2694	3.000%	06/05/19	03/01/35	3,592	2.570%	167,100.18	176,081.82	(3,053.76)	173,028.06	417.75
FR S80759	4.500%	10/18/22	03/01/35	3,592	4.630%	185,624.78	183,304.47	473.18	183,777.65	696.09
FR S80364	3.500%	06/21/21	06/01/35	3,684	2.830%	148,082.47	159,558.86	(3,156.01)	156,402.85	431.91
FR S80666	4.000%	05/13/22	06/01/35	3,684	3.750%	288,745.98	296,325.57	(1,709.35)	294,616.22	962.49
FN FM3701	2.500%	07/27/20	07/01/35	3,714	2.040%	150,925.50	159,768.78	(2,805.73)	156,963.05	314.43
FR S80361	3.000%	03/20/23	07/01/35	3,714	3.530%	262,211.43	248,486.30	2,349.79	250,836.09	655.53
FN FM5714	4.000%	03/19/21	11/01/35	3,837	3.230%	114,323.06	124,540.68	(2,856.29)	121,684.39	381.08
FHMS K061 A2	3.347%	05/24/23	11/01/26	550	4.310%	497,959.96	482,632.12	8,472.25	491,104.37	1,388.89
FHMS K063 A2	3.430%	05/24/23	01/01/27	611	4.340%	735,000.00	712,749.02	11,740.30	724,489.32	2,100.88
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	701	4.440%	765,000.00	733,055.27	15,559.29	748,614.56	2,067.41
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	976	4.070%	527,673.99	512,709.49	321.87	513,031.36	1,320.37
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	1,128	3.400%	311,602.85	311,599.10	1.77	311,600.87	882.87
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,158	4.580%	692,520.14	680,779.75	4,122.88	684,902.63	2,418.05
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,281	4.780%	365,000.00	368,408.37	(859.04)	367,549.33	1,520.83
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,281	4.460%	629,632.93	629,631.67	0.44	629,632.11	2,337.51
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,311	4.380%	516,585.58	516,576.79	3.47	516,580.26	1,884.25
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,366	4.560%	317,152.29	317,142.49	3.62	317,146.11	1,204.65
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,401	4.200%	375,000.00	346,567.38	294.04	346,861.42	662.50
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,462	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	1,523	3.900%	377,679.08	377,664.72	5.50	377,670.22	1,228.09
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,523	4.330%	450,000.00	454,209.30	(548.93)	453,660.37	1,703.63
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,523	4.520%	515,000.00	468,368.36	6,620.43	474,988.79	1,076.35
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,585	4.340%	300,000.00	305,996.10	(593.81)	305,402.29	1,197.75
FHMS KJ49 A1	5.007%	02/19/24	09/01/30	1,950	5.010%	526,357.65	526,342.39	2.80	526,345.19	2,196.23
FHR 4096 PA	1.375%	02/21/20	08/01/27	823	1.490%	77,593.13	76,962.69	437.25	77,399.94	88.91
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	854	1.690%	21,202.79	20,909.60	203.01	21,112.61	26.50
FHS 287 150	1.500%	12/21/17	10/01/27	884	1.840%	38,810.50	37,646.18	872.58	38,518.76	48.51
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	976	1.440%	43,010.55	42,400.67	400.27	42,800.94	44.80
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,097	1.860%	101,989.82	101,129.28	548.33	101,677.61	148.74
FNR 2013-19 GE	2.500%	10/25/19	03/01/33	2,862	2.400%	110,246.40	111,452.22	(495.07)	110,957.15	229.68
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,080	1.180%	186,522.57	187,440.60	(367.59)	187,073.01	466.31
FHR 5050 XL	1.000%	07/19/24	07/01/36	4,080	1.820%	145,828.08	142,364.66	773.50	143,138.16	121.52
FHR 4877 CA	3.000%	05/03/19	04/01/34	3,258	2.960%	310,559.80	283,143.20	1,449.37	284,592.57	258.80
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,145	3.740%	2,672.25	2,767.76	(27.20)	2,740.56	8.91
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,175	1.690%	366,719.57	333,371.00	1,355.03	334,726.03	305.60
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,845	1.550%	392,714.98	360,929.61	1,146.48	362,076.09	327.26
FNR 2013-75 PC	2.500%	04/15/20	04/01/43	6,545	2.200%	149,756.37	157,852.58	(1,769.74)	156,082.84	311.99
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,337	2.400%	76,217.68	77,670.57	(297.90)	77,372.67	158.79
FNR 2016-19 AH	3.000%	07/08/20	04/01/46	7,641	2.580%	69,859.53	75,434.65	(1,037.90)	74,396.75	174.65
FHR 5000 LB	1.250%	08/07/20	07/01/46	7,732	1.160%	176,902.38	180,385.15	(633.34)	179,751.81	184.27
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,855	1.830%	112,471.44	116,583.69	(760.28)	115,823.41	187.45
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,737	3.840%	655,324.19	619,818.94	1,088.07	620,907.01	1,911.36
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	477	3.410%	770,000.00	702,617.30	45,884.41	748,501.71	1,670.47
Federal Home Loan Bank Notes	1.100%	08/03/22	08/20/26	477	3.000%	770,000.00	714,521.50	37,620.29	752,141.79	1,670.47
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	651	3.370%	740,000.00	662,492.40	46,764.36	709,256.76	1,381.95
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	665	3.240%	780,000.00	707,608.20	43,355.04	750,963.24	1,480.70
Citibank NA	4.929%	08/06/24	08/06/26	463	4.760%	375,000.00	376,173.75	(438.70)	375,735.05	4,364.22
Citigroup Inc	3.200%	05/20/24	10/21/26	539	5.360%	390,000.00	371,127.90	7,100.99	378,228.89	346.67
American Express Co	1.650%	06/20/24	11/04/26	553	5.270%	220,000.00	202,474.80	6,128.73	208,603.53	1,784.75
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	565	5.430%	255,000.00	243,619.35	4,200.52	247,819.87	4,090.63
Bristol-Myers Squibb	3.250%	07/05/24	02/27/27	668	4.990%	200,000.00	191,464.00	2,537.83	194,001.83	1,155.56
Johnson & Johnson	4.500%	02/20/25	03/01/27	670	4.500%	535,000.00	535,000.00	0.00	535,000.00	4,748.13
American Honda Finance	4.900%	03/14/24	03/12/27	681	4.890%	100,000.00	100,041.00	(14.78)	100,026.22	666.94
American Honda Finance	4.900%	03/13/24	03/12/27	681	4.920%	115,000.00	114,936.75	22.99	114,959.74	766.99
Hormel Foods	4.800%	08/09/24	03/30/27	699	4.400%	250,000.00	251,990.00	(542.62)	251,447.38	1,033.33
BP Cap Markets America	3.588%	05/17/24	04/14/27	714	4.950%	250,000.00	240,860.00	2,860.91	243,720.91	423.58
JP Morgan Chase	1.158%	05/20/24	04/22/27	722	4.150%	400,000.00	371,984.00	8,713.93	380,697.93	157.80
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	751	5.410%	100,000.00	100,000.00	0.00	100,000.00	2,406.22

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/25	
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	772	5.090%	330,000.00	330,000.00	0.00	330,000.00	6,528.32
John Deere Capital	4.900%	06/11/24	06/11/27	772	4.950%	375,000.00	374,535.00	131.52	374,666.52	7,145.83
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	772	5.040%	395,000.00	395,477.95	(134.15)	395,343.80	7,814.20
Analog Deuces In	3.450%	09/27/24	06/15/27	776	3.960%	260,000.00	256,586.20	716.65	257,302.85	3,388.67
American Honda Finance	4.900%	07/10/24	07/09/27	800	4.950%	345,000.00	344,554.95	114.16	344,669.11	5,259.33
Aust & NZ Banking Group NY	4.900%	07/16/24	07/16/27	807	4.900%	590,000.00	590,000.00	0.00	590,000.00	8,432.08
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	817	4.600%	250,000.00	249,992.50	2.25	249,994.75	3,034.72
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	817	4.590%	250,000.00	250,090.00	(22.09)	250,067.91	3,034.72
BMW US Capital	4.600%	08/13/24	08/13/27	835	4.600%	185,000.00	184,985.20	3.70	184,988.90	1,843.83
Accenture Capital	3.900%	10/04/24	10/04/27	887	3.950%	70,000.00	69,909.70	16.54	69,926.24	204.75
Toyota Motor Credit Corp	4.350%	10/10/24	10/08/27	891	4.360%	175,000.00	174,931.75	12.22	174,943.97	486.35
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	891	4.340%	205,000.00	205,079.95	(13.82)	205,066.13	569.73
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	898	4.450%	345,000.00	345,000.00	0.00	345,000.00	681.87
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	898	4.450%	425,000.00	424,953.25	8.60	424,961.85	839.99
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	929	4.940%	375,000.00	374,587.50	59.61	374,647.11	8,472.92
UBS AG Stamford Ct	4.864%	01/10/25	01/10/28	985	4.860%	250,000.00	250,000.00	0.00	250,000.00	3,749.33
National Rural Util Corp	4.750%	02/07/25	02/07/28	1,013	4.770%	100,000.00	99,956.00	3.26	99,959.26	1,108.33
National Rural Util Corp	4.750%	02/07/25	02/07/28	1,013	4.650%	130,000.00	130,344.50	(26.00)	130,318.50	1,440.83
Eli Lilly & Co	4.550%	02/12/25	02/12/28	1,018	4.570%	225,000.00	224,856.00	10.37	224,866.37	2,246.56
Hershey Co	4.550%	02/24/25	02/24/28	1,030	4.570%	105,000.00	104,927.55	4.45	104,932.00	889.15
Cisco Systems Inc	4.550%	02/24/25	02/24/28	1,030	4.560%	170,000.00	169,943.90	3.71	169,947.61	1,439.57
Chevron USA	4.475%	02/26/25	02/26/28	1,032	4.480%	455,000.00	455,000.00	0.00	455,000.00	3,676.34
State Street Corp	4.530%	02/28/25	02/28/28	1,034	4.540%	400,000.00	400,000.00	0.00	400,000.00	3,108.94
Mars Inc	4.600%	03/12/25	03/01/28	1,036	4.600%	95,000.00	94,999.05	0.20	94,999.25	594.81
Mars Inc	4.600%	03/12/25	03/01/28	1,036	4.530%	150,000.00	150,295.50	(13.03)	150,282.47	939.17
Johnson & Johnson	4.550%	03/04/25	03/01/28	1,036	4.270%	260,000.00	261,983.80	(102.11)	261,881.69	2,333.14
Paccar Financial	4.550%	03/03/25	03/03/28	1,038	4.570%	385,000.00	384,765.15	12.83	384,777.98	2,822.26
Commonwealth Bk	4.423%	03/14/25	03/14/28	1,049	4.420%	300,000.00	300,000.00	0.00	300,000.00	1,732.34
Glaxosmithkline Cap	3.875%	04/15/25	05/15/28	1,111	4.570%	210,000.00	205,833.60	55.93	205,889.53	3,752.29
National Secs Clearing	5.000%	04/23/25	05/30/28	1,126	4.310%	250,000.00	254,195.00	(28.53)	254,166.47	5,243.06
Bristol-Myers Squibb	4.900%	04/16/25	02/22/29	1,394	4.510%	200,000.00	202,738.00	(27.49)	202,710.51	1,878.33
Astrazenca Finance LLC	4.850%	04/16/25	02/26/29	1,398	4.510%	200,000.00	202,340.00	(23.37)	202,316.63	1,751.39
American Express Co	4.731%	04/25/25	04/25/29	1,456	4.730%	220,000.00	220,000.00	0.00	220,000.00	173.47
BMW US Capital	5.050%	03/21/25	03/21/30	1,786	5.060%	190,000.00	189,950.60	1.39	189,951.99	1,066.11
State Street Corp	4.834%	04/24/25	04/24/30	1,820	4.830%	95,000.00	95,000.00	0.00	95,000.00	89.29
State Street Corp	4.834%	04/24/25	04/24/30	1,820	4.700%	260,000.00	261,588.60	(5.50)	261,583.10	244.39
Walmart	4.350%	04/28/25	04/28/30	1,824	4.390%	145,000.00	144,749.15	0.46	144,749.61	52.56
Wells Fargo Bank	5.450%	07/10/24	08/07/26	464	5.110%	365,000.00	367,390.75	(942.02)	366,448.73	4,641.58
Weighted Avg Maturity			1,391		3.809%	\$ 53,609,755.46	\$ 52,412,229.67	\$ 384,752.45	\$ 52,796,982.12	\$ 324,844.64
<b>Water Fund L-T Water Capital Reserve (01-121900)</b>										
IIIT - Money Market (PFM Asset Management)	4.321%	04/30/25	05/01/25	1	4.321%	89,757.49	89,757.49	0.00	89,757.49	-
US Treasury Notes	4.500%	03/13/25	05/15/27	745	3.960%	275,000.00	278,050.78	(181.38)	277,869.40	5,708.91
US Treasury Notes	0.625%	01/05/21	12/31/27	975	0.660%	200,000.00	199,476.56	323.43	199,799.99	417.82
US Treasury Notes	2.875%	04/05/21	05/15/28	1,111	1.420%	300,000.00	329,390.63	(16,818.92)	312,571.71	3,978.94
US Treasury Notes	1.250%	06/04/21	05/31/28	1,127	1.230%	275,000.00	275,365.23	(203.95)	275,161.28	1,435.44
US Treasury Notes	1.250%	10/03/24	05/31/28	1,127	3.550%	300,000.00	276,562.50	3,493.03	280,055.53	1,565.93
US Treasury Notes	1.000%	08/02/21	07/31/28	1,188	0.990%	400,000.00	400,203.13	(108.69)	400,094.44	994.48
US Treasury Notes	1.125%	09/02/21	08/31/28	1,219	1.070%	400,000.00	401,359.38	(711.09)	400,648.29	758.15
US Treasury Notes	3.125%	05/01/19	11/15/28	1,295	2.470%	150,000.00	158,320.31	(5,230.93)	153,089.38	2,162.47
US Treasury Notes	1.138%	01/05/22	12/31/28	1,341	1.580%	50,000.00	49,320.31	322.80	49,643.11	229.80
US Treasury Notes	2.625%	06/03/19	02/15/29	1,387	2.120%	100,000.00	104,406.25	(2,682.55)	101,723.70	543.85
US Treasury Notes	2.625%	04/01/19	02/15/29	1,387	2.490%	150,000.00	151,769.53	(1,089.39)	150,680.14	815.78
US Treasury Notes	2.750%	06/03/22	05/31/29	1,492	2.950%	250,000.00	246,933.59	1,276.27	248,209.86	2,870.88
US Treasury Notes	3.250%	07/06/22	06/30/29	1,522	2.870%	500,000.00	511,992.19	(4,842.01)	507,150.18	5,431.63
US Treasury Notes	4.000%	08/23/24	10/31/29	1,645	3.750%	550,000.00	556,359.38	(774.13)	555,585.25	59.78
US Treasury Notes	4.000%	03/05/24	10/31/29	1,645	4.290%	600,000.00	591,398.44	1,756.95	593,155.39	65.22
US Treasury Notes	1.750%	02/03/20	11/15/29	1,660	1.560%	250,000.00	254,355.47	(2,332.02)	252,023.45	2,018.30
US Treasury Notes	3.500%	02/02/23	01/31/30	1,737	3.590%	350,000.00	348,044.92	626.70	348,671.62	3,045.58
US Treasury Notes	1.500%	03/04/22	02/15/30	1,752	1.820%	500,000.00	488,164.06	4,701.78	492,865.84	1,553.87
US Treasury Notes	3.625%	08/02/24	03/31/30	1,796	3.940%	600,000.00	590,460.94	1,139.90	591,600.84	1,842.21
US Treasury Notes	0.625%	06/29/20	05/15/30	1,841	0.650%	250,000.00	249,414.06	286.96	249,701.02	720.82
US Treasury Notes	3.750%	07/26/23	06/30/30	1,887	4.050%	250,000.00	245,517.58	1,142.30	246,659.88	3,133.63
US Treasury Notes	0.625%	11/03/21	08/15/30	1,933	1.500%	250,000.00	232,148.44	7,093.85	239,242.29	323.72
US Treasury Notes	4.125%	02/06/24	08/31/30	1,949	3.870%	150,000.00	152,238.28	(420.03)	151,818.25	1,042.46
US Treasury Notes	4.125%	10/29/24	08/31/30	1,949	4.130%	150,000.00	149,929.69	5.61	149,935.30	1,042.46
US Treasury Notes	4.125%	11/05/24	08/31/30	1,949	4.220%	625,000.00	621,777.34	240.89	622,018.23	4,343.58

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/25	
US Treasury Notes	4.625%	09/03/24	09/30/30	1,979	3.750%	675,000.00	706,851.56	(3,114.02)	703,737.54	2,644.21
US Treasury Notes	0.875%	12/11/20	11/15/30	2,025	0.880%	200,000.00	199,867.19	58.62	199,925.81	807.32
US Treasury Notes	3.750%	01/04/24	12/31/30	2,071	3.960%	600,000.00	592,242.19	1,312.05	593,554.24	7,520.72
US Treasury Notes	4.625%	12/05/24	05/31/31	2,222	4.180%	350,000.00	358,708.98	(477.31)	358,231.67	6,759.62
US Treasury Notes	1.250%	11/03/21	08/15/31	2,298	1.540%	250,000.00	243,369.14	2,365.64	245,734.78	647.44
US Treasury Notes	3.750%	12/30/24	08/31/31	2,314	4.510%	190,000.00	181,746.88	358.49	182,105.37	1,200.41
US Treasury Notes	1.375%	02/22/22	11/15/31	2,390	1.940%	450,000.00	427,517.58	7,365.48	434,883.06	2,854.45
US Treasury Notes	2.875%	06/03/22	05/15/32	2,572	2.910%	250,000.00	249,287.11	208.53	249,495.64	3,315.78
US Treasury Notes	2.750%	01/04/24	08/15/32	2,664	3.990%	875,000.00	796,796.88	12,006.39	808,803.27	4,985.32
US Treasury Notes	4.125%	12/29/22	11/15/32	2,756	3.850%	200,000.00	204,539.06	(1,074.08)	203,464.98	3,805.94
US Treasury Notes	4.500%	03/04/25	11/15/33	3,121	4.220%	240,000.00	244,762.50	(70.99)	244,691.51	4,982.32
US Treasury Notes	4.250%	04/03/25	11/15/34	3,486	4.150%	200,000.00	201,515.63	(8.37)	201,507.26	3,921.27
US Treasury Notes	4.250%	02/06/25	11/15/34	3,486	4.550%	270,000.00	263,714.06	119.26	263,833.32	5,293.72
FL ST Board of Admin Txbl Rev	1.258%	09/16/20	07/01/25	62	1.260%	115,000.00	115,000.00	0.00	115,000.00	482.23
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	684	2.890%	55,000.00	55,000.00	0.00	55,000.00	202.96
New York H	5.171%	04/29/25	02/01/32	2,468	5.170%	300,000.00	300,000.00	0.00	300,000.00	86.18
Oregon St B	4.891%	04/29/25	05/01/32	2,558	4.890%	75,000.00	75,000.00	0.00	75,000.00	20.38
FR ZT1267	2.500%	08/21/19	05/01/28	1,097	2.320%	11,867.01	12,032.04	(107.23)	11,924.81	24.72
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	1,158	2.720%	16,973.65	17,405.95	(302.07)	17,103.88	42.43
FG I32374	2.500%	02/17/22	11/01/28	1,281	2.220%	37,321.68	37,974.81	(310.42)	37,664.39	77.75
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,401	3.630%	7,407.53	7,635.54	(139.26)	7,496.28	24.69
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	1,707	3.000%	8,851.85	9,371.89	(350.57)	9,021.32	25.82
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	1,919	2.630%	11,143.46	11,632.73	(309.71)	11,323.02	27.86
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	2,011	2.960%	12,479.79	13,289.03	(504.29)	12,784.74	36.40
FR Z57331	3.000%	02/13/20	12/01/30	2,041	2.600%	34,821.26	36,137.93	(631.21)	35,506.72	87.05
FN FM1082	3.000%	08/19/19	09/01/31	2,315	2.720%	21,875.94	22,508.29	(297.73)	22,210.56	54.69
FG G16635	3.000%	04/18/19	02/01/32	2,468	2.930%	27,868.21	28,089.18	(103.87)	27,985.31	69.67
FN FS2986	4.000%	10/21/22	10/01/32	2,711	4.370%	81,552.00	79,130.92	611.32	79,742.24	271.84
FN BMS462	3.000%	06/21/19	11/01/32	2,742	2.800%	33,408.56	34,165.48	(330.03)	33,835.45	83.52
Freddie Mac Pool	4.000%	06/07/18	02/01/33	2,834	3.730%	8,686.35	8,948.27	(122.85)	8,825.42	28.95
FN CA1455	4.000%	12/20/18	03/01/33	2,862	3.760%	23,424.51	24,033.91	(271.82)	23,762.09	78.08
FN BMS5830	3.500%	06/05/19	04/01/34	3,258	3.180%	33,608.20	34,868.50	(498.04)	34,370.46	98.02
FN FM0047	3.000%	06/17/21	12/01/34	3,502	2.450%	48,521.83	51,592.35	(879.27)	50,713.08	121.30
FR S80759	4.500%	10/18/22	03/01/35	3,592	4.630%	66,294.56	65,465.88	168.99	65,634.87	248.60
FR S80364	3.500%	06/21/21	06/01/35	3,684	2.830%	44,272.11	47,703.20	(943.55)	46,759.65	129.13
FR S80666	4.000%	05/17/22	06/01/35	3,684	3.750%	89,892.61	92,252.29	(532.15)	91,720.14	299.64
FN FM3701	2.500%	07/27/20	07/01/35	3,714	2.040%	40,965.51	43,365.83	(761.55)	42,604.28	85.34
FR S80361	3.000%	03/20/23	07/01/35	3,714	3.530%	85,258.93	80,796.16	764.04	81,560.20	213.15
FN FM5714	4.000%	03/19/21	11/01/35	3,837	3.230%	31,321.35	34,120.69	(782.55)	33,338.14	104.40
FR S81478	5.000%	04/10/25	02/01/40	5,390	4.960%	273,065.44	274,302.77	(2.94)	274,299.83	1,137.77
FN FM8086	3.500%	10/15/21	07/01/51	9,558	3.090%	134,792.66	145,428.64	(1,257.25)	144,171.39	393.15
FHMS K737 A1	2.116%	01/22/20	06/01/26	397	2.030%	14,281.32	14,352.65	(58.52)	14,294.13	25.18
FHMS K058 A2	2.653%	04/12/23	08/01/26	458	4.020%	240,000.00	229,893.75	6,157.06	236,050.81	530.60
FHMS K061 A2	3.347%	05/24/23	11/01/26	550	4.310%	164,375.12	159,315.45	2,796.66	162,112.11	458.47
FHMS K063 A2	3.430%	05/24/23	01/01/27	611	4.340%	245,000.00	237,583.01	3,913.43	241,496.44	700.29
FHLMC Multifamily Structured Pool	3.243%	06/13/23	04/01/27	701	4.440%	265,000.00	253,934.18	5,389.82	259,324.00	716.16
FHMS K070 A2	3.303%	07/05/24	11/01/27	915	4.930%	275,000.00	261,325.20	3,096.56	264,421.76	756.94
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	1,128	3.400%	103,867.58	103,866.30	0.60	103,866.90	294.29
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,158	4.580%	243,576.05	239,446.67	1,450.12	240,896.79	850.49
FHMS K508 A2	4.740%	10/19/23	08/01/28	1,189	5.260%	250,000.00	244,516.00	1,580.02	246,096.02	987.50
FHMS K506 A2	4.650%	09/14/23	08/01/28	1,189	4.990%	255,000.00	251,227.79	1,138.16	252,365.95	988.13
FHMS K509 A2	4.850%	10/31/23	09/01/28	1,220	5.600%	190,000.00	183,942.23	1,609.62	185,551.85	767.92
FHMS K507 A2	4.800%	09/28/23	09/01/28	1,220	5.070%	250,000.00	247,011.75	837.39	247,849.14	1,000.00
FHMS K510 A2	5.069%	11/21/23	10/01/28	1,250	5.140%	90,000.00	89,739.81	69.41	89,809.22	380.18
FHMS K511 A2	4.860%	12/07/23	10/25/28	1,274	4.930%	140,000.00	139,597.78	105.27	139,703.05	567.00
FHMS K512 A2	5.000%	12/21/23	11/01/28	1,281	4.780%	121,801.04	113,706.51	3,331.30	117,037.81	304.50
FHMS K750 A1	3.000%	11/03/22	11/01/28	1,281	4.260%	130,000.00	131,213.94	(305.96)	130,907.98	541.67
FHMS KJ45 A1	4.455%	05/25/23	11/01/28	1,281	4.460%	208,399.66	208,399.24	0.15	208,399.39	773.68
FHMS KJ43 A1	4.377%	12/15/22	12/01/28	1,311	4.380%	169,681.41	169,678.51	1.15	169,679.66	618.91
FHMS K514 A2	4.572%	06/06/24	12/01/28	1,311	4.960%	265,000.00	260,859.38	745.78	261,605.16	1,009.65
FHMS KJ44 A1	4.558%	02/23/23	01/25/29	1,366	4.560%	101,121.01	101,117.85	1.17	101,119.02	384.09
FHMS K752 A1	4.284%	08/24/23	01/01/29	1,342	4.910%	110,338.74	107,079.46	1,014.04	108,093.50	393.91
FHMS K749 A2	2.120%	04/15/25	03/01/29	1,401	4.200%	200,000.00	184,835.94	156.82	184,992.76	353.33
FHMS K522 A2	4.803%	06/13/24	05/01/29	1,462	4.800%	260,000.00	259,999.22	0.78	260,000.00	1,040.65
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	1,523	3.900%	122,965.29	122,960.60	1.80	122,962.40	399.84
FHMS K526 A2	4.543%	08/15/24	07/01/29	1,523	4.330%	240,000.00	242,244.96	(292.76)	241,952.20	908.60
FHMS K097 A2	2.508%	07/17/24	07/01/29	1,523	4.550%	270,000.00	245,552.34	3,470.91	249,023.25	564.30
FHMS K529 A2	4.791%	10/16/24	09/01/29	1,585	4.340%	160,000.00	163,197.92	(316.70)	162,881.22	638.80
FHMS K120 A1	0.892%	04/01/24	07/01/30	1,888	3.340%	243,726.84	210,081.12	5,267.53	215,348.65	181.17

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/25	
FHMS K149 A1	5.007%	02/19/24	09/01/30	1,950 5.010%	183,080.92	183,075.61	0.97	183,076.58	763.91	
FHR 4096 PA	1.375%	02/21/20	08/01/27	823 1.490%	20,122.35	19,958.86	113.39	20,072.25	23.06	
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	976 1.440%	11,094.59	10,937.27	103.25	11,040.52	11.56	
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	1,097 1.860%	26,048.48	25,828.70	140.04	25,968.74	37.99	
Fannie Mae	2.500%	10/25/19	03/01/33	2,862 2.400%	28,088.29	28,395.51	(126.13)	28,269.38	58.52	
Freddie Mac	3.000%	05/03/19	04/01/34	3,258 2.960%	34,434.94	34,604.43	(67.86)	34,536.57	86.09	
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,080 1.180%	44,558.59	43,500.30	236.35	43,736.65	37.13	
FHR 5050 XL	1.000%	07/19/24	07/01/36	4,080 1.820%	189,036.40	172,348.03	882.23	173,230.26	157.53	
FHR 3745 NP	4.000%	09/12/19	06/01/39	5,145 3.740%	587.93	608.94	(5.98)	602.96	1.96	
FHR 5050 XA	1.000%	07/24/24	07/01/39	5,175 1.690%	192,091.20	174,622.90	709.77	175,332.67	160.08	
FHR 5042 DA	1.000%	07/24/24	05/01/41	5,845 1.550%	207,187.76	190,418.50	604.85	191,023.35	172.66	
FNR 2015-33 P	2.500%	02/14/20	06/01/45	7,337 2.400%	19,529.05	19,901.33	(76.33)	19,825.00	40.69	
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	7,855 1.830%	28,354.09	29,390.79	(191.67)	29,199.12	47.26	
FNR 2019-13A	3.500%	01/23/24	04/01/49	8,737 3.840%	228,474.20	216,095.54	379.35	216,474.89	666.38	
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	651 3.370%	245,000.00	219,338.70	15,482.80	234,821.50	457.54	
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	665 3.240%	255,000.00	231,333.45	14,173.76	245,507.21	484.08	
Fannie Mae Notes	0.750%	10/07/20	10/08/27	891 0.770%	210,000.00	209,699.70	195.75	209,895.45	100.63	
Fannie Mae Notes	0.875%	08/05/20	08/05/30	1,923 0.930%	100,000.00	99,485.00	243.98	99,728.98	209.03	
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	2,599 3.120%	230,000.00	237,378.40	(2,051.64)	235,326.76	3,130.56	
Bristol Myers Squibb Co	3.200%	08/14/23	06/15/26	411 4.850%	25,000.00	23,918.00	653.86	24,571.86	302.22	
National Rural Coop	1.000%	04/01/24	06/15/26	411 4.970%	100,000.00	91,799.00	4,028.20	95,827.20	377.78	
Bristol Myers Squibb Co	3.200%	08/23/24	06/15/26	411 4.390%	100,000.00	97,941.00	764.47	98,705.47	1,208.89	
Citigroup Inc	3.200%	11/03/23	10/21/26	539 6.070%	135,000.00	124,615.80	5,230.99	129,846.79	120.00	
American Express Co	1.650%	06/20/24	11/04/26	553 5.270%	120,000.00	110,440.80	3,342.95	113,783.75	973.50	
National Rural Coop	5.600%	11/13/23	11/13/26	562 5.400%	100,000.00	100,560.00	(262.52)	100,297.48	2,613.33	
Goldman Sachs Group Inc	3.500%	05/14/24	11/16/26	565 5.430%	135,000.00	128,974.95	2,223.81	131,198.76	2,165.63	
Johnson & Johnson	4.500%	02/20/25	03/01/27	670 4.500%	280,000.00	280,000.00	0.00	280,000.00	2,485.00	
Hormel Foods	4.800%	08/09/24	03/30/27	699 4.400%	130,000.00	131,034.80	(282.16)	130,752.64	537.33	
BMW US Capital	4.900%	04/02/24	04/02/27	702 4.940%	95,000.00	94,886.95	38.97	94,925.92	374.99	
Adobe Inc	4.850%	04/04/24	04/04/27	704 4.870%	80,000.00	79,960.00	13.71	79,973.71	291.00	
BP Cap Markets America	3.588%	05/17/24	04/14/27	714 4.950%	135,000.00	130,064.40	1,544.89	131,609.29	228.74	
Goldman Sachs Group Inc	5.414%	05/21/24	05/21/27	751 5.410%	50,000.00	50,000.00	0.00	50,000.00	1,203.11	
John Deere	4.900%	04/17/25	06/11/27	772 4.310%	200,000.00	202,380.00	(40.91)	202,339.09	3,811.11	
National Australia Bank/NY Corp	5.087%	06/11/24	06/11/27	772 5.040%	400,000.00	400,484.00	(135.85)	400,348.15	7,913.11	
Analog Devices Inc	3.450%	09/27/24	06/15/27	776 3.960%	135,000.00	133,227.45	372.11	133,599.56	1,759.50	
American Honda Finance	4.900%	07/10/24	07/09/27	800 4.950%	185,000.00	184,761.35	61.22	184,822.57	2,820.22	
Aust & NZ Banking Group NY	4.900%	07/16/24	07/16/27	807 4.900%	310,000.00	310,000.00	0.00	310,000.00	4,430.42	
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	817 4.600%	130,000.00	129,996.10	1.17	129,997.27	1,578.06	
Blackrock Funding Inc	4.600%	07/26/24	07/26/27	817 4.590%	130,000.00	130,046.80	(11.48)	130,035.32	1,578.06	
Accenture Capital	3.900%	10/04/24	10/04/27	887 3.950%	35,000.00	34,954.85	8.27	34,963.12	102.38	
Toyota Motor Credit Corp	4.350%	10/10/24	10/08/27	891 4.360%	95,000.00	94,962.95	6.63	94,969.58	264.02	
Toyota Motor Credit Corp	4.500%	10/10/24	10/08/27	891 4.340%	100,000.00	100,039.00	(6.74)	100,032.26	277.92	
Morgan Stanley Bank	4.447%	10/18/24	10/15/27	898 4.450%	400,000.00	399,956.00	8.10	399,964.10	790.58	
Mercedes-Benz Fin	4.900%	11/15/24	11/15/27	929 4.940%	200,000.00	199,780.00	31.79	199,811.79	4,518.89	
National Rural Util Corp	4.750%	02/07/25	02/07/28	1,013 4.650%	55,000.00	54,975.80	1.79	54,977.59	609.58	
Eli Lilly & Co	4.550%	02/12/25	02/12/28	1,018 4.570%	120,000.00	119,923.20	5.53	119,928.73	1,198.17	
Hershey Co	4.550%	02/24/25	02/24/28	1,030 4.570%	55,000.00	54,962.05	2.33	54,964.38	465.74	
Cisco Systems Inc	4.550%	02/24/25	02/24/28	1,030 4.560%	85,000.00	84,971.95	1.85	84,973.80	719.78	
Chevron USA	4.475%	02/26/25	02/26/28	1,032 4.480%	235,000.00	235,000.00	0.00	235,000.00	1,898.77	
State Street Corp	4.530%	02/28/25	02/28/28	1,034 4.540%	205,000.00	205,000.00	0.00	205,000.00	1,593.33	
Mars Inc	4.600%	03/12/25	03/01/28	1,036 4.600%	50,000.00	49,999.50	0.11	49,999.61	313.06	
Mars Inc	4.600%	03/12/25	03/01/28	1,036 4.530%	80,000.00	80,157.60	(6.95)	80,150.65	500.89	
Johnson & Johnson	4.550%	03/04/25	03/01/28	1,036 4.270%	135,000.00	136,030.05	(53.02)	135,977.03	1,211.44	
Paccar Financial	4.550%	03/03/25	03/03/28	1,038 4.570%	200,000.00	199,878.00	6.67	199,884.67	1,466.11	
Commonwealth Bk	4.423%	03/14/25	03/14/28	1,049 4.420%	250,000.00	250,000.00	0.00	250,000.00	1,443.62	
Glaxosmithkline Cap	3.875%	04/15/25	05/15/28	1,111 4.570%	110,000.00	107,817.60	29.30	107,846.90	1,965.49	
Bristol-Myers Squibb	4.900%	04/16/25	02/22/29	1,394 4.510%	100,000.00	101,369.00	(13.74)	101,355.26	939.17	
Astrazeneca Finance LLC	4.850%	04/16/25	02/26/29	1,398 4.510%	110,000.00	111,287.00	(12.86)	111,274.14	963.26	
American Express Co	4.731%	04/25/25	04/25/29	1,456 4.730%	115,000.00	115,000.00	0.00	115,000.00	90.68	
BMW US Capital	5.050%	03/21/25	03/21/30	1,786 5.060%	95,000.00	94,975.30	0.69	94,975.99	533.06	
State Street Corp	4.834%	04/24/25	04/24/30	1,820 4.830%	50,000.00	50,000.00	0.00	50,000.00	47.00	
State Street Corp	4.834%	04/24/25	04/24/30	1,820 4.700%	140,000.00	140,855.40	(2.96)	140,852.44	131.59	
Walmart	4.350%	04/28/25	04/28/30	1,824 4.390%	75,000.00	74,870.25	0.24	74,870.49	27.19	
Citibank NA	5.488%	12/04/23	12/04/26	583 5.490%	250,000.00	250,000.00	0.00	250,000.00	5,602.33	
Weighted Avg Maturity			1,749		3,729%	\$ 28,347,255.34	\$ 27,986,345.94	\$ 87,630.01	\$ 28,073,975.95	\$ 187,628.91

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/25
<b>Capital Reserve (01-122000)</b>										
IIIT - Money Market (PFM Asset Management)	4.321%	04/30/25	05/01/25	1	4.321%	103,397.34	103,397.34	0.00	103,397.34	-
US Treasury Notes	4.250%	02/05/24	01/31/26	276	4.390%	250,000.00	249,335.94	406.57	249,742.51	2,641.57
US Treasury Notes	2.375%	10/11/24	04/30/26	365	4.050%	240,000.00	233,990.63	2,109.81	236,100.44	15.49
US Treasury Notes	0.750%	05/05/23	04/30/26	365	3.830%	1,750,000.00	1,599,062.50	100,578.88	1,699,641.38	35.67
US Treasury Notes	3.625%	06/02/23	05/15/26	380	3.990%	175,000.00	173,229.49	1,148.04	174,377.53	2,926.54
US Treasury Notes	3.625%	09/27/24	05/15/26	380	3.670%	350,000.00	349,753.91	88.11	349,842.02	5,853.07
US Treasury Notes	3.625%	10/10/24	05/15/26	380	4.030%	350,000.00	347,839.84	740.48	348,580.32	5,853.07
US Treasury Notes	1.500%	08/02/24	08/15/26	472	4.250%	200,000.00	189,382.81	3,775.14	193,157.95	621.55
US Treasury Notes	4.375%	02/06/24	08/15/26	472	4.040%	465,000.00	468,741.80	(1,828.24)	466,913.56	4,214.87
US Treasury Notes	1.500%	09/30/24	08/15/26	472	3.580%	1,800,000.00	1,732,710.94	20,436.02	1,753,146.96	5,593.92
US Treasury Notes	3.500%	10/03/24	09/30/26	518	3.620%	2,200,000.00	2,194,757.81	1,483.03	2,196,240.84	6,521.86
US Treasury Notes	4.125%	03/13/25	10/31/26	549	4.050%	390,000.00	390,472.27	(37.42)	390,434.85	43.72
US Treasury Notes	1.125%	10/29/24	10/31/26	549	4.110%	1,200,000.00	1,131,609.38	16,805.04	1,148,414.42	36.68
US Treasury Notes	1.250%	09/03/24	11/30/26	579	3.840%	2,500,000.00	2,362,109.38	39,278.17	2,401,387.55	13,049.45
US Treasury Notes	4.000%	09/03/24	11/30/26	579	3.840%	245,000.00	243,832.42	118.14	243,950.56	2,869.61
US Treasury Notes	4.000%	12/05/24	01/15/27	625	4.220%	4,000,000.00	3,982,187.50	3,297.89	3,985,485.39	46,850.83
US Treasury Notes	4.125%	12/04/24	02/15/27	656	4.190%	120,000.00	119,835.94	29.34	119,865.28	1,025.55
US Treasury Notes	2.250%	11/05/24	02/15/27	656	4.180%	1,875,000.00	1,796,923.83	16,006.67	1,812,930.50	8,740.50
US Treasury Notes	4.250%	01/07/25	03/15/27	684	4.220%	2,075,000.00	2,076,053.71	(144.50)	2,075,909.21	11,263.08
US Treasury Notes	4.500%	03/13/25	05/15/27	745	3.960%	500,000.00	505,546.88	(329.79)	505,217.09	10,379.83
US Treasury Notes	4.500%	02/07/25	05/15/27	745	4.260%	1,600,000.00	1,608,250.00	(794.40)	1,607,455.60	33,215.47
US Treasury Notes	3.500%	03/04/25	01/31/28	1,006	4.020%	225,000.00	221,809.57	167.09	221,976.66	1,957.87
US Treasury Notes	4.000%	04/22/25	02/29/28	1,035	3.780%	250,000.00	251,474.61	(11.97)	251,462.64	1,684.78
US Treasury Notes	1.125%	04/03/25	02/29/28	1,035	3.840%	400,000.00	370,421.88	736.82	371,158.70	758.15
US Treasury Notes	3.750%	04/29/25	04/15/28	1,081	3.730%	175,000.00	175,102.54	(0.09)	175,102.45	286.89
Connecticut St Txbll	5.050%	06/22/23	05/15/26	380	4.550%	90,000.00	91,206.90	(774.13)	90,432.77	2,095.75
New York H	4.669%	04/29/25	02/01/28	1,007	4.670%	125,000.00	125,000.00	0.00	125,000.00	32.42
Oregon St B	4.368%	04/29/25	05/01/28	1,097	4.370%	145,000.00	145,000.00	0.00	145,000.00	35.19
FN AL2092	3.000%	03/06/18	07/01/27	792	2.980%	28,051.48	28,086.55	(26.70)	28,059.85	70.13
Fannie Mae Pool	3.500%	04/05/18	02/01/28	1,007	3.230%	51,975.31	53,160.99	(847.96)	52,313.03	151.59
Fannie Mae Pool	3.500%	04/05/18	03/01/28	1,036	3.230%	27,412.78	28,038.13	(443.50)	27,594.63	79.95
Fannie Mae Pool	3.500%	04/05/18	04/01/28	1,067	3.240%	34,056.89	34,801.88	(523.96)	34,277.92	99.33
FR ZT1267	2.500%	08/21/19	05/01/28	1,097	2.320%	31,150.85	31,584.04	(281.47)	31,302.57	64.90
FN CA1940	4.000%	07/11/18	06/01/28	1,128	3.640%	37,520.30	38,634.18	(761.34)	37,872.84	125.07
FG J32374	2.500%	02/17/22	11/01/28	1,281	2.220%	110,692.77	112,629.90	(920.70)	111,709.20	230.61
Fannie Mae Pool	4.000%	03/18/19	03/01/29	1,401	3.630%	20,635.27	21,270.45	(387.94)	20,882.51	68.78
FN FS2986	4.000%	10/21/22	10/01/32	2,711	4.370%	228,345.63	221,566.62	1,711.68	223,278.30	761.15
FR SB0364	3.500%	06/21/21	06/01/35	3,684	2.830%	132,816.28	143,109.54	(2,830.64)	140,278.90	387.38
FHMS K058 A2	2.653%	04/12/23	08/01/26	458	4.020%	675,000.00	646,576.17	17,316.74	663,892.91	1,492.31
FNA 2016-M12 A2	2.527%	11/27/23	09/01/26	489	5.050%	338,836.10	316,149.96	10,652.53	326,802.49	569.19
FHMS K061 A2	3.347%	05/24/23	11/01/26	550	4.310%	454,448.89	440,460.37	7,731.96	448,192.33	1,267.53
FHMS K063 A2	3.430%	05/24/23	01/01/27	611	4.340%	675,000.00	654,565.43	10,781.90	665,347.33	1,929.38
FNA 2017-M8 A2	3.061%	06/28/24	05/01/27	731	4.920%	303,941.74	288,993.98	3,787.74	292,781.72	775.30
FHMS K066 A2	3.117%	08/15/24	06/01/27	762	4.170%	500,000.00	485,722.66	3,370.69	489,093.35	1,298.75
FNA 2024-M6 A2	2.905%	12/17/24	07/01/27	792	4.320%	505,000.00	487,325.00	2,388.84	489,713.84	1,264.44
FHMS KJ28 A2	2.308%	01/11/24	10/01/27	884	3.910%	486,017.95	458,451.61	8,999.04	467,450.65	934.77
FHMS K070 A2	3.303%	07/05/24	11/01/27	915	4.890%	500,000.00	475,136.72	5,630.11	480,766.83	1,376.25
FHMS K071 A2	3.286%	03/31/25	11/01/27	915	4.360%	500,000.00	486,914.06	0.66	486,914.72	1,369.17
FHMS K072 A2	3.444%	04/11/25	12/01/27	945	4.200%	465,000.00	455,936.13	175.23	456,111.36	1,334.55
FNA 2018-M2 A2	3.003%	04/08/25	01/01/28	976	4.070%	505,687.57	491,346.59	308.46	491,655.05	1,265.35
FHMS K505 A1	4.612%	07/20/23	02/25/28	1,031	4.610%	625,250.74	625,237.59	5.10	625,242.69	2,403.05
FHMS K506 A1	4.650%	09/14/23	05/01/28	1,097	5.010%	639,556.80	629,992.24	3,057.32	633,049.56	2,478.28
FHMS KJ46 A1	4.777%	04/05/24	06/01/28	1,128	5.000%	473,392.31	469,509.01	986.15	470,495.16	1,884.50
FNA 2023-M6 A2	4.190%	07/31/23	07/01/28	1,158	4.580%	616,104.14	605,659.24	3,667.94	609,327.18	2,151.23
FHMS K109 A1	1.036%	04/24/24	10/01/29	1,615	3.410%	694,143.11	612,364.37	0.00	612,364.37	599.28
FHMS K106 A1	1.783%	04/11/24	10/01/29	1,615	3.710%	745,741.01	674,749.96	12,399.27	687,149.23	1,108.05
FHR 4096 PA	1.375%	02/21/20	08/01/27	823	1.490%	52,287.73	51,862.89	294.66	52,157.55	59.91
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	854	1.690%	14,517.81	14,317.06	139.01	14,456.07	18.15



DuPAGE WATER COMMISSION  
WATERLINK INVESTMENTS  
(Unaudited)  
April 30, 2025

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/25
<b>Waterlink (01-122500)</b>										
IIIT - Money Market	4.321%	04/30/25	05/01/25	1	4.321%	10,859.51	10,859.51	0.00	10,859.51	-
Mont Blanc Capital	0.000%	04/24/25	05/23/25	23	4.400%	4,200,000.00	4,185,113.33	3,593.33	4,188,706.66	-
Paccar Financial	0.000%	04/25/25	05/28/25	28	4.390%	4,200,000.00	4,183,098.50	3,073.00	4,186,171.50	-
Sheffield Receivables	0.000%	04/24/25	06/18/25	49	4.410%	4,200,000.00	4,171,702.50	3,601.50	4,175,304.00	-
Atlantic Asset Sec	0.000%	04/25/25	07/01/25	62	4.400%	4,200,000.00	4,165,606.67	3,080.00	4,168,686.67	-
Sumitomo Mitsui Trust	0.000%	04/25/25	07/22/25	83	4.420%	4,200,000.00	4,154,621.34	3,094.00	4,157,715.34	-
MUFG Bank LTD	0.000%	04/25/25	07/24/25	85	4.410%	4,180,000.00	4,133,915.50	3,072.30	4,136,987.80	-
Weighted Avg Maturity				55	4.405%	\$25,190,859.51	\$25,004,917.35	\$ 19,514.13	\$ 25,024,431.48	\$ -

DUPAGE WATER COMMISSION  
ELMHURST, ILLINOIS  
TREASURER'S REPORT  
STATEMENT OF CASH FLOWS  
For the Period from May 1, 2024 to April 30, 2025

	<b>Operating</b>	<b>Waterlink</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Cash received from customers	\$ 149,098,451	\$ -
Cash payments to suppliers	(142,926,535)	-
Cash payments to employees	(4,364,843)	-
Net cash from operating activities	1,807,073	-
 <b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>		
Cash received from sales taxes	44,450	-
Cash received/paid from long term loans	483,399	-
Cash payments for net pension activity	0	-
Net cash from noncapital financing activities	527,849	-
 <b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Interest paid	0	-
Principal paid	0	-
Escrow activity	(119,774)	27,047,657
Construction and purchase of capital assets	(85,547,356)	-
Net cash from capital and related financing activities	(85,667,130)	27,047,657
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Investment income	4,231,622	-
Net cash from investing activities	4,231,622	-
Net Increase (Decrease) in cash and investments	(79,100,586)	27,047,657
CASH AND INVESTMENTS, MAY 1, 2024	228,869,122	8,625,503
CASH AND INVESTMENTS, APRIL 30, 2025	\$ 149,768,536	\$ 35,673,160

April 30, 2025  
 TREASURER'S REPORT  
 DPWC MONTHLY CASH/OPERATING REPORT

	4/30/2025		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
TABLE 1	A	B	C
<b>RESERVE ANALYSIS</b>			
A. Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 51,678,239 120	\$ 52,796,982 123	\$ 1,118,743
B. Capital Reserve	\$ 35,600,000	\$ 48,756,534	\$ 13,156,534
C. Long Term Water Capital Reserve	\$ 26,725,000	\$ 28,073,976	\$ 1,348,976
D. O+M Account (1)	\$ 12,113,488	\$ 11,778,233	\$ (335,255)
E. Current Construction Obligation	\$ 934,575	\$ 934,575	\$ -
F. Customer Construction Escrows (2)	\$ 37,805,770	\$ 37,805,770	\$ -
G. Waterlink - DWC Improvements	\$ 32,000,000	\$ -	\$ (32,000,000)
H. Alternative Water Source	\$ 15,150,000	\$ -	\$ (15,150,000)
<b>TOTAL SUMMARY CASH + RESERVE ANALYSIS</b>	<b>\$ 212,007,071</b>	<b>\$ 180,146,070</b>	<b>\$ (31,861,002)</b>

TABLE 2	
<b>OTHER CASH</b>	
G. General Fund	\$ 5,295,626
<b>TOTAL TABLE 2-OTHER CASH</b>	<b>\$ 5,295,626</b>
<b>TOTAL MONTH END FUNDS CASH BALANCE-Table1+2</b>	<b>\$ 185,441,696</b>

- Note 1: The O&M Account target varies from month to month. The cash balance should be enough to cover the current months operating cash outflows.
- Note 2: Escrow Balances include specific bank accounts and amounts included in the O&M Account until required

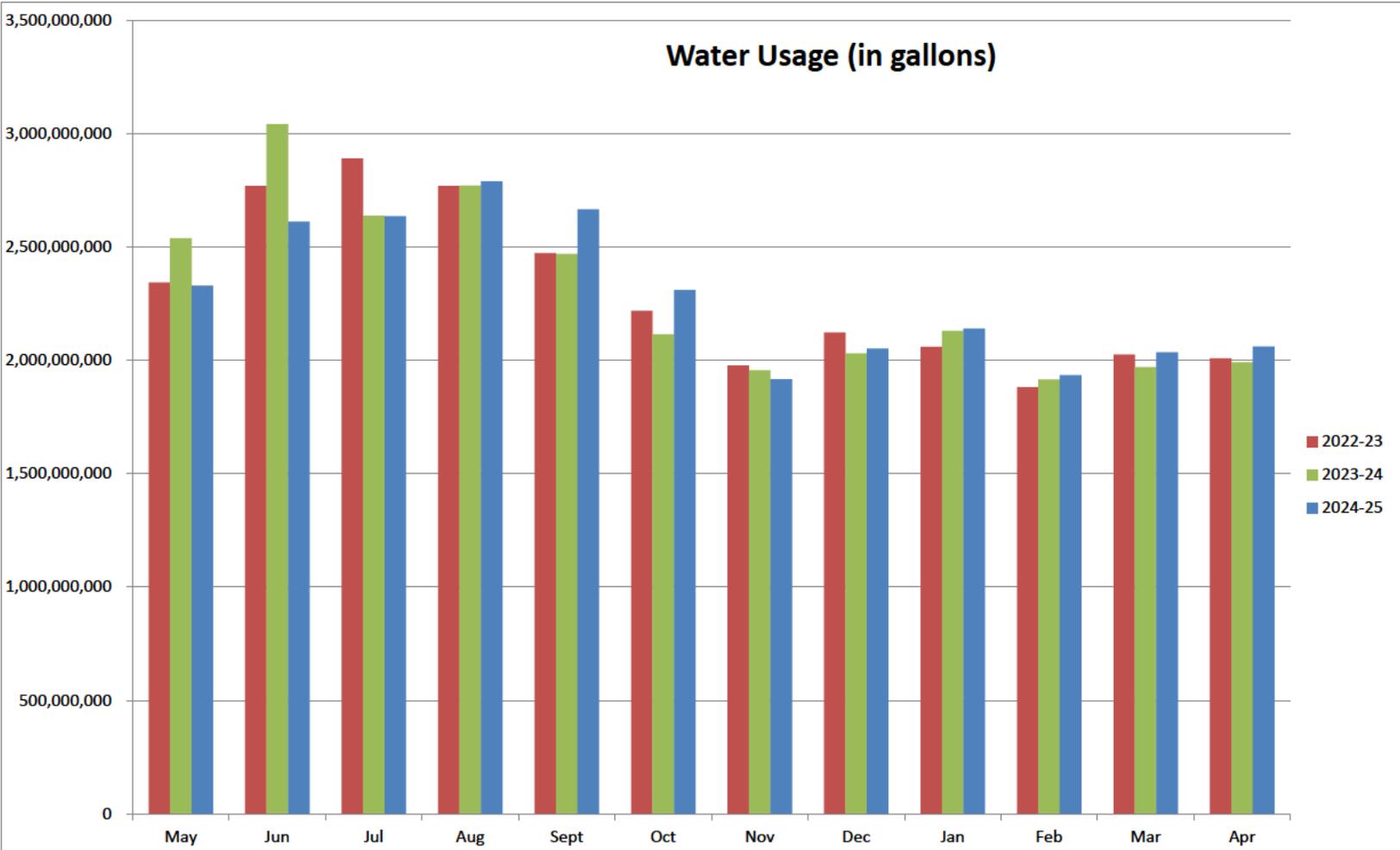


## MEMORANDUM

**To:** Paul May, General Manager  
**From:** Cheryl Peterson, Financial Administrator  
**Date:** 5/7/2025  
**Subject:** Financial Report – April 30, 2025

- Water sales to Commission customers for April 2025 were 56.7 million gallons (2.9%) above April 2024 and increased by 16.1 million gallons compared to March 2025. Year-to-date water sales are down by 29.6 million gallons or 0.1% compared to the prior fiscal year.
- Water sales to Commission customers for April were 157.6 million gallons (8.5%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 1,645.2 million gallons (6.5%) above the budgeted anticipated/forecasted sales.
- For the month of April, water billings to customers for O&M costs were \$11.2 million and water purchases from the City of Chicago were \$9.7 million. Water billing receivables at the April month end (\$14.3 million) were down compared to the prior month (\$14.8 million) primarily due to collection of receivables.
- For the year ended April 30, 2025, \$159.9 million of the \$143.7 million revenue budget has been realized. Therefore, 111% of the revenue budget has been accounted for year to date. This includes a mark to market entry reversing unrealized losses from the prior year end for investments of \$5.3 million. For the same period, \$154.9 million of the \$153.1 million expenditure budget has been realized, and this accounts for 101% of the expenditure budget.
- The Long-Term Water Capital Account and Operating Reserve have reached their respective 2024/2025 fiscal year end minimum targeted levels. Excluding budgeted capital related to the Waterlink expansion and alternative water source, the Capital Reserve account has met its targeted level.
- The O&M and General Account have balances of \$13.9 million and \$5.3 million, respectively.

cc: Chairman and Commissioners



DuPage Water Commission  
Summary of Specific Account Target and Summary of Net Assets  
April 30, 2025

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve Assets Balance (1)	Offsetting Liabilities	Year-End Specific Account Target	Status
Operations and Maintenance Account (2)	\$ 13,910,843.15	\$ 14,246,097.98		Negative Net Assets
Waterlink Escrow	\$ 35,673,159.64	\$ 35,673,159.64		Positive Net Assets
General Account	\$ 5,295,626.03	\$ -		Positive Net Assets
Operating Reserve	\$ 53,121,826.76		\$ 51,678,239.00	Target Met
Capital Reserve	\$ 50,006,973.79		\$ 83,684,574.86	Not Fully Funded
L-T Water Capital Reserve	\$ 28,261,604.86		\$ 26,725,000.00	Target Met
	<u>\$ 186,270,034.23</u>	<u>\$ 49,919,257.62</u>	<u>\$ 162,087,813.86</u>	<u>\$ (25,737,037.25)</u>

Total Net Assets - All Commission Accounts

Restricted	\$ -
Unrestricted	\$ 160,175,450.37
Invested in Capital Assets, net	<u>\$ 399,879,917.00</u>
Total	<u><u>\$ 560,055,367.37</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)
<b>Fund: 01 - WATER FUND</b>			
<b>Assets</b>			
<b>Level1: 10 - CURRENT ASSETS</b>			
110 - CASH	15,829,034.31	14,960,158.77	868,875.54
120 - INVESTMENTS	169,612,661.43	222,534,466.06	-52,921,804.63
131 - WATER SALES	14,300,350.32	13,470,954.55	829,395.77
132 - INTEREST RECEIVABLE	828,338.49	660,321.00	168,017.49
134 - OTHER RECEIVABLE	69,348.86	-5,230,340.62	5,299,689.48
135 - LOAN RECEIVABLE - CURRENT	306,124.25	300,460.03	5,664.22
150 - INVENTORY	325,496.00	171,868.00	153,628.00
155 - PREPAIDS	484,659.19	417,477.57	67,181.62
<b>Total Level1 10 - CURRENT ASSETS:</b>	<b>201,756,012.85</b>	<b>247,285,365.36</b>	<b>-45,529,352.51</b>
<b>Level1: 17 - NONCURRENT ASSETS</b>			
170 - FIXED ASSETS	625,742,300.54	538,421,805.46	87,320,495.08
175 - LESS: ACCUMULATED DEPRECIATION	-239,451,618.88	-229,873,714.52	-9,577,904.36
180 - CONSTRUCTION IN PROGRESS	13,589,235.34	15,415,868.66	-1,826,633.32
190 - LONG-TERM ASSETS	10,016,373.00	10,978,364.03	-961,991.03
<b>Total Level1 17 - NONCURRENT ASSETS:</b>	<b>409,896,290.00</b>	<b>334,942,323.63</b>	<b>74,953,966.37</b>
<b>Total Assets:</b>	<b>611,652,302.85</b>	<b>582,227,688.99</b>	<b>29,424,613.86</b>
<b>Liability</b>			
<b>Level1: 21 - CURRENT LIABILITIES</b>			
210 - ACCOUNTS PAYABLE	10,695,088.37	12,427,473.78	1,732,385.41
211 - OTHER CURRENT LIABILITIES	2,305,771.16	2,893,761.13	587,989.97
225 - ACCRUED PAYROLL LIABILITIES	149,488.27	119,775.99	-29,712.28
226 - ACCRUED VACATION	375,065.27	374,492.90	-572.37
250 - CONTRACT RETENTION	934,574.86	1,055,904.24	121,329.38
251 - CUSTOMER DEPOSITS	36,393,844.55	9,427,400.13	-26,966,444.42
<b>Total Level1 21 - CURRENT LIABILITIES:</b>	<b>50,853,832.48</b>	<b>26,298,808.17</b>	<b>-24,555,024.31</b>
<b>Level1: 25 - NONCURRENT LIABILITIES</b>			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	743,103.00	848,174.00	105,071.00
<b>Total Level1 25 - NONCURRENT LIABILITIES:</b>	<b>743,103.00</b>	<b>848,174.00</b>	<b>105,071.00</b>
<b>Total Liability:</b>	<b>51,596,935.48</b>	<b>27,146,982.17</b>	<b>-24,449,953.31</b>
<b>Equity</b>			
<b>Level1: 30 - EQUITY</b>			
300 - EQUITY	555,080,706.82	549,497,155.95	5,583,550.87
<b>Total Level1 30 - EQUITY:</b>	<b>555,080,706.82</b>	<b>549,497,155.95</b>	<b>5,583,550.87</b>
<b>Total Beginning Equity:</b>	<b>555,080,706.82</b>	<b>549,497,155.95</b>	<b>5,583,550.87</b>
Total Revenue	159,859,568.53	155,519,333.62	4,340,234.91
Total Expense	154,884,907.98	149,935,782.75	-4,949,125.23
<b>Revenues Over/(Under) Expenses</b>	<b>4,974,660.55</b>	<b>5,583,550.87</b>	<b>-608,890.32</b>
<b>Total Equity and Current Surplus (Deficit):</b>	<b>560,055,367.37</b>	<b>555,080,706.82</b>	<b>4,974,660.55</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b>611,652,302.85</b>	<b>582,227,688.99</b>	<b>29,424,613.86</b>



# Monthly & YTD Budget Report

...		April 2024-2025 Budget	April 2024-2025 Activity	2024-2025 Seasonal YTD...	2024-2025 YTD Activity	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
<b>01 - WATER FUND</b>								
<b>Revenue</b>								
<b>510 - WATER SERVICE</b>								
% of Year Completed: 100%								
01-511100	O&M PAYMENTS- GOVERNMENTAL	-10,096,772.68	-10,836,745.02	-137,558,210.22	-146,340,655.92	106%	-137,558,210.22	106%
01-511200	O&M PAYMENTS- PRIVATE	-227,125.76	-248,890.32	-3,094,355.52	-3,343,106.34	108%	-3,094,355.52	108%
01-514100	EMERGENCY WATER SERVICE- GOV	-1,335.00	-117,799.38	-22,250.00	-157,928.78	710%	-22,250.00	710%
510 - WATER SERVICE Totals:		-10,325,233.44	-11,203,434.72	-140,674,815.74	-149,841,691.04	107%	-140,674,815.74	107%
<b>520 - TAXES</b>								
% of Year Completed: 100%								
01-530010	SALES TAXES - WATER REVENUE	0.00	-19,712.87	0.00	-44,449.44	0%	0.00	0%
520 - TAXES Totals:		0.00	-19,712.87	0.00	-44,449.44	0%	0.00	0%
<b>540 - OTHER INCOME</b>								
% of Year Completed: 100%								
01-581000	INVESTMENT INCOME	-234,360.00	-5,870,123.73	-2,800,000.00	-9,694,029.14	346%	-2,800,000.00	346%
01-582000	INTEREST INCOME	-15,311.98	-45,208.43	-182,938.12	-182,938.11	100%	-182,938.12	100%
01-590000	OTHER INCOME	0.00	0.00	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:		-249,671.98	-5,915,332.16	-2,982,938.12	-9,973,428.05	334%	-2,982,938.12	334%
<b>Revenue Totals:</b>		<b>-10,574,905.42</b>	<b>-17,138,479.75</b>	<b>-143,657,753.86</b>	<b>-159,859,568.53</b>	<b>111%</b>	<b>-143,657,753.86</b>	<b>111%</b>

Monthly & YTD Budget Report

For Fiscal: 2024-2025 Period Ending: 4/30/2025

...	...	April 2024-2025 Budget	April 2024-2025 Activity	2024-2025 Seasonal YTD...	2024-2025 YTD Activity	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
<b>Expense</b>								
<b>610 - PERSONNEL SERVICES</b>								
% of Year Completed: 100%								
01-60-611100	ADMIN SALARIES	160,692.48	151,976.20	1,931,400.00	1,841,388.08	95%	1,931,400.00	95%
01-60-611200	OPERATIONS SALARIES	197,060.40	184,591.21	2,412,000.00	2,198,093.00	91%	2,412,000.00	91%
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	466.43	7,400.00	1,413.69	19%	7,400.00	19%
01-60-611700	OPERATIONS OVERTIME	32,815.26	23,792.35	361,800.00	327,019.02	90%	361,800.00	90%
01-60-612100	PENSION	26,045.19	12,941.66	311,173.00	128,505.77	41%	311,173.00	41%
01-60-612101	PENSION-GASB 68 ADJ	0.00	550,795.78	0.00	550,795.78	0%	0.00	0%
01-60-612200	MEDICAL/LIFE BENEFITS	88,433.32	67,305.17	1,105,416.00	983,421.27	89%	1,105,416.00	89%
01-60-612300	FEDERAL PAYROLL TAXES	30,042.32	26,213.80	363,267.90	310,756.03	86%	363,267.90	86%
01-60-612800	STATE UNEMPLOYMENT	1,201.37	37.70	14,416.00	4,212.92	29%	14,416.00	29%
01-60-613100	TRAVEL	950.00	696.44	11,400.00	8,374.31	73%	11,400.00	73%
01-60-613200	TRAINING	6,629.24	3,794.99	79,550.00	27,896.95	35%	79,550.00	35%
01-60-613301	CONFERENCES	5,108.37	8,380.05	61,300.00	20,926.07	34%	61,300.00	34%
01-60-613302	TUITION REIMBURSEMENT	1,250.00	0.00	15,000.00	2,390.00	16%	15,000.00	16%
01-60-619100	OTHER PERSONNEL COSTS	2,066.74	348.00	24,800.00	10,338.42	42%	24,800.00	42%
610 - PERSONNEL SERVICES Totals:		552,911.36	1,031,339.78	6,734,922.90	6,442,744.61	96%	6,734,922.90	96%
<b>620 - CONTRACT SERVICES</b>								
% of Year Completed: 100%								
01-60-621000	WATER CONSERVATION/PROMOTIO	1,083.37	3,949.86	13,000.00	5,037.81	39%	13,000.00	39%
01-60-623300	TRUST SERVICES & BANK CHARGE	12,500.00	11,017.57	150,000.00	118,991.95	79%	150,000.00	79%
01-60-625100	LEGAL SERVICES- GENERAL	8,333.37	12,397.73	100,000.00	41,675.22	42%	100,000.00	42%
01-60-625300	LEGAL SERVICES- SPECIAL	8,333.37	3,587.80	100,000.00	52,975.28	53%	100,000.00	53%
01-60-625800	LEGAL NOTICES	1,583.37	0.00	19,000.00	4,880.86	26%	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	41,083.37	81,837.89	493,000.00	287,891.42	58%	493,000.00	58%
01-60-629000	CONTRACTUAL SERVICES	73,931.74	95,770.37	887,180.00	686,238.82	77%	887,180.00	77%
620 - CONTRACT SERVICES Totals:		146,848.59	208,561.22	1,796,180.00	1,229,691.36	68%	1,796,180.00	68%
<b>640 - INSURANCE</b>								
% of Year Completed: 100%								
01-60-641100	GENERAL LIABILITY INSURANCE	14,083.37	8,724.58	169,000.00	104,229.76	62%	169,000.00	62%
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.17	24,300.00	19,057.99	78%	24,300.00	78%
01-60-641500	WORKER'S COMPENSATION	12,083.37	24,346.00	145,000.00	133,318.00	92%	145,000.00	92%
01-60-641600	EXCESS LIABILITY COVERAGE	7,500.00	6,530.50	90,000.00	73,617.52	82%	90,000.00	82%
01-60-642100	PROPERTY INSURANCE	45,833.37	41,114.00	550,000.00	485,276.50	88%	550,000.00	88%
01-60-642200	AUTOMOBILE INSURANCE	2,916.74	2,906.42	35,000.00	32,888.50	94%	35,000.00	94%

Monthly & YTD Budget Report

For Fiscal: 2024-2025 Period Ending: 4/30/2025

...	...	April 2024-2025 Budget	April 2024-2025 Activity	2024-2025 Seasonal YT...	2024-2025 YTD Activity	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
01-60-649100	SELF INSURANCE PROPERTY	8,333.37	-12,408.80	100,000.00	1,430.49	1%	100,000.00	1%
640 - INSURANCE Totals:		92,775.22	72,800.87	1,113,300.00	849,818.76	76%	1,113,300.00	76%

650 - OPERATIONAL SUPPORT SRVS

% of Year Completed: 100%

01-60-651200	GENERATOR DIESEL FUEL	9,375.00	0.00	112,500.00	60,957.76	54%	112,500.00	54%
01-60-651300	NATURAL GAS	2,762.10	1,298.26	33,000.00	17,207.17	52%	33,000.00	52%
01-60-651401	TELEPHONE	6,271.74	4,173.98	75,260.00	54,074.84	72%	75,260.00	72%
01-60-651403	RADIOS	2,199.68	0.00	26,280.00	17,472.00	66%	26,280.00	66%
01-60-651404	REPAIRS & EQUIPMENT	383.37	0.00	4,600.00	0.00	0%	4,600.00	0%
01-60-652100	OFFICE SUPPLIES	2,541.74	3,980.84	30,500.00	19,015.78	62%	30,500.00	62%
01-60-652200	BOOKS & PUBLICATIONS	837.50	218.96	10,050.00	6,296.88	63%	10,050.00	63%
01-60-653100	PRINTING- GENERAL	1,258.37	75.00	15,100.00	792.50	5%	15,100.00	5%
01-60-653200	POSTAGE & DELIVERY	533.37	393.37	6,400.00	4,091.59	64%	6,400.00	64%
01-60-654000	PROFESSIONAL DUES	1,845.87	229.50	22,150.00	19,232.63	87%	22,150.00	87%
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	738.30	332.66	8,820.00	5,452.26	62%	8,820.00	62%
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	24,333.37	24,792.49	292,000.00	254,558.47	87%	292,000.00	87%
01-60-659000	COMPUTER SOFTWARE/LICENSING	16,458.37	0.00	197,500.00	164,963.02	84%	197,500.00	84%
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	1,715.85	986.23	20,500.00	12,202.27	60%	20,500.00	60%
650 - OPERATIONAL SUPPORT SRVS Totals:		71,254.63	36,481.29	854,660.00	636,317.17	74%	854,660.00	74%

660 - WATER OPERATION

% of Year Completed: 100%

01-60-661101	WATER BILLING	8,964,697.59	9,679,070.70	122,134,843.90	128,712,655.15	105%	122,134,843.90	105%
01-60-661102	ELECTRICITY	146,800.00	31,951.47	2,000,000.00	1,803,350.17	90%	2,000,000.00	90%
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	50,929.06	780,000.00	634,398.61	81%	780,000.00	81%
01-60-661104	MAJOR MAINTENANCE	37,500.00	34,706.49	450,000.00	172,187.98	38%	450,000.00	38%
01-60-661201	PUMP STATION	201,850.00	232,644.45	2,750,000.00	2,477,278.16	90%	2,750,000.00	90%
01-60-661202	METER STATION, ROV, TANK SITE	14,680.00	35,084.40	200,000.00	189,138.03	95%	200,000.00	95%
01-60-661300	WATER CHEMICALS	4,825.00	0.00	57,900.00	0.00	0%	57,900.00	0%
01-60-661400	WATER QUALITY TESTING	9,916.74	11,610.85	119,000.00	61,056.92	51%	119,000.00	51%
01-60-662100	PUMPING SERVICES	66,608.37	180,426.33	799,300.00	468,913.25	59%	799,300.00	59%
01-60-662200	INSTRUMENTATION	2,552.85	1,224.14	30,500.00	25,047.49	82%	30,500.00	82%
01-60-662300	METER TESTING & REPAIRS	5,916.74	1,860.00	71,000.00	24,536.67	35%	71,000.00	35%
01-60-662400	SCADA	1,450.00	157.20	17,400.00	9,354.74	54%	17,400.00	54%
01-60-662500	EQUIPMENT RENTAL	500.00	0.00	6,000.00	4,155.34	69%	6,000.00	69%
01-60-662600	UNIFORMS	2,000.00	2,790.41	24,000.00	17,192.17	72%	24,000.00	72%
01-60-662700	SAFETY	15,008.37	23,843.58	180,100.00	98,575.82	55%	180,100.00	55%
01-60-663100	PIPELINE REPAIRS	112,500.00	151,987.00	1,350,000.00	596,524.49	44%	1,350,000.00	44%
01-60-663200	CORROSION TESTING & MITIGATION	25,000.00	125,204.90	300,000.00	264,635.12	88%	300,000.00	88%
01-60-663300	REMOTE FACILITIES MAINTENANCE	20,250.00	24,390.03	243,000.00	174,298.88	72%	243,000.00	72%
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	10,295.10	7,335.56	123,000.00	32,733.89	27%	123,000.00	27%

Monthly & YTD Budget Report

For Fiscal: 2024-2025 Period Ending: 4/30/2025

...	...	April 2024-2025 Budget	April 2024-2025 Activity	2024-2025 Seasonal YTD...	2024-2025 YTD Activity	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
01-60-663700	PIPELINE SUPPLIES	10,000.00	135.00	120,000.00	114,732.53	96%	120,000.00	96%
01-60-664000	MACHINERY & EQUIP- NON CAP	3,520.87	5,394.80	42,250.00	40,541.25	96%	42,250.00	96%
01-60-664100	REPAIRS & MAINT- VEHICLES	3,651.74	5,920.83	43,820.00	37,773.16	86%	43,820.00	86%
01-60-664200	FUEL- VEHICLES	3,750.00	1,891.15	45,000.00	29,785.76	66%	45,000.00	66%
01-60-664300	LICENSES- VEHICLES	275.00	0.00	3,300.00	1,728.00	52%	3,300.00	52%
660 - WATER OPERATION Totals:		9,728,548.37	10,608,558.35	131,890,413.90	135,990,593.58	103%	131,890,413.90	103%

680 - LAND & LAND RIGHTS

% of Year Completed: 100%

01-60-681000	LEASES	83.37	0.00	1,000.00	28.00	3%	1,000.00	3%
01-60-682000	PERMITS & FEES	708.37	0.00	8,500.00	5,493.06	65%	8,500.00	65%
680 - LAND & LAND RIGHTS Totals:		791.74	0.00	9,500.00	5,521.06	58%	9,500.00	58%

685 - CAPITAL EQUIP / DEPREC

% of Year Completed: 100%

01-60-685100	COMPUTERS	7,416.74	2,489.23	89,000.00	88,516.89	99%	89,000.00	99%
01-60-685600	MACHINERY & EQUIPMENT	0.00	18,733.00	400,000.00	179,110.92	45%	400,000.00	45%
01-60-685800	CAPITALIZED EQUIP	0.00	-23,849.00	-400,000.00	-184,226.92	46%	-400,000.00	46%
01-60-686000	VEHICLES	0.00	5,116.00	262,000.00	254,022.00	97%	262,000.00	97%
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	403,227.89	5,100,000.00	4,838,734.62	95%	5,100,000.00	95%
01-60-693000	DEPRECIATION- BUILDINGS	283,333.37	264,105.86	3,400,000.00	3,072,850.98	90%	3,400,000.00	90%
01-60-694000	DEPRECIATION-PUMPING EQUIPMEI	145,000.00	126,436.02	1,740,000.00	1,498,669.68	86%	1,740,000.00	86%
01-60-695200	DEPRECIATION- OFFICE FURN &	15,833.37	4,703.84	190,000.00	83,102.51	44%	190,000.00	44%
01-60-696000	DEPRECIATION- VEHICLES	18,333.37	14,138.57	220,000.00	148,346.76	67%	220,000.00	67%
685 - CAPITAL EQUIP / DEPREC Totals:		894,916.85	815,101.41	10,739,000.00	9,730,221.44	91%	10,739,000.00	91%

710 - CONSTRUCTION IN PROGRESS

% of Year Completed: 100%

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	9,696.20	1,000,000.00	303,471.03	30%	1,000,000.00	30%
01-60-722300	GENERATION BUILDING REHAB & M	0.00	52,503.00	1,100,000.00	438,274.21	40%	1,100,000.00	40%
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	14,013.95	500,000.00	397,378.23	79%	500,000.00	79%
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	40,789.00	500,000.00	81,098.82	16%	500,000.00	16%
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	461,319.38	6,400,000.00	3,199,435.86	50%	6,400,000.00	50%
01-60-772500	ALTERNATIVE WATER SOURCE	0.00	14,602.00	1,350,000.00	459,378.25	34%	1,350,000.00	34%
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-592,923.53	-14,700,000.00	-4,879,036.40	33%	-14,700,000.00	33%
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: 4/30/2025

...	...	April 2024-2025 Budget	April 2024-2025 Activity	2024-2025 Seasonal YTD...	2024-2025 YTD Activity	Seasonal Percent Used	2024-2025 Total Budget	Total Percent Used
<b>850 - ESCROW FUNDED CONSTRUCTION</b>								
							% of Year Completed: 100%	
01-80-850001	METERING STATION	0.00	20,604.47	1,250,000.00	124,531.00	10%	1,250,000.00	10%
01-80-852001	AQUA ILLINOIS	0.00	136.30	2,000,000.00	1,880.80	0%	2,000,000.00	0%
01-80-852010	MONTGOMERY/OSWEGO/YORKVILL	0.00	3,175,930.25	38,800,000.00	15,447,205.44	40%	38,800,000.00	40%
01-80-899000	CONTRIBUTED/CAPITALIZED FIXED A	0.00	-3,196,671.02	-42,050,000.00	-15,573,617.24	37%	-42,050,000.00	37%
850 - ESCROW FUNDED CONSTRUCTION Totals:		0.00	0.00	0.00	0.00	0%	0.00	0%
<b>Expense Totals:</b>		<b>11,488,046.76</b>	<b>12,772,842.92</b>	<b>153,137,976.80</b>	<b>154,884,907.98</b>	<b>101%</b>	<b>153,137,976.80</b>	<b>101%</b>
<b>01 - WATER FUND Totals:</b>		<b>913,141.34</b>	<b>-4,365,636.83</b>	<b>9,480,222.94</b>	<b>-4,974,660.55</b>	<b>-52%</b>	<b>9,480,222.94</b>	<b>-52%</b>



Resolution #: N/A

Account: 01-60-613301

Approvals: *Author / Manager / Finance / Admin*

**RCB RCB CAP PDM**

**REQUEST FOR BOARD ACTION**

**Date:** 5/8/2025

**Description:** Approval of Professional Development Travel and Expenses

**Agenda Section:** Administration Committee

**Originating Department:** Administration

The following are approved budgeted expenditures in FY 25/26 for Commission employees to attend professional development training programs and/or conferences in FYQ 1and 2 including early discount registrations, lodging and other fares, if applicable. Details of each event are attached

Location/Event		Budgeted/Estimated	
Dates	Description	Attendees	Expenditure
Sept 17-19, 2025	2025 International Facility Management Association World Workplace Conference in Minneapolis, Minnesota Sept 17-19, 2025	Operations Supervisor	\$2,665 (includes registration/lodging/Transportation and per diems)

**Recommended Motion:**

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

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

Request Date	May 8, 2025
Name of Attendee	[REDACTED]
Job Title	Operations and Instrumentation Supervisor
Department	Operations

Purpose of Travel	This event is for facility management professionals, including three days of learning, inspiration, and networking. Key topics of the conference are: leadership & strategy, sustainability & workplace evolution, risk & project management, finance & business, operations & maintenance and AI strategies for facility leaders.
-------------------	--

Destination	Minneapolis, Minnesota
Date of Departure	9/16/2025
Date of Return	9/19/2025

Please indicate the estimated amount for each applicable expense:

Registration:	\$935.00
Transportation:	\$350.00
Lodging:	\$975.00
Miscellaneous:	\$160.00
Rental Car:	\$0.00
Reference Materials:	\$0.00
Meals: (per diems)	\$245.00
<b>Total Estimated Expense:</b>	<b>\$2,665.00</b>

Recommendations for Approval:

Department Head:	[REDACTED]	Date:	05/08/2025
------------------	------------	-------	------------

**Request For Board Action**

Account: 01-60-686000

Approvals: *Author / Manager / Finance / Admin***D.P. RCB CAP PDM****REQUEST FOR BOARD ACTION**

**Date:** 5/8/2025

**Description:** **Authorize the Purchase of a Ford F-150 Pick-Up Truck via the Suburban Purchasing Cooperative**

**Agenda Section:** Administration Committee

**Originating Department:** Pipeline & Remote Facilities

The FY2025/2026 Annual Budget includes \$80,000 for a Ford F-150 Pick-Up Truck and ancillary equipment. The vehicle will be utilized by field operations staff throughout the Commission's expanding service area.

The purchase of the 2025 Ford F-150 Pick-Up truck will be through the issuance of a purchase order to Currie Motors of Frankfort, Illinois, under Contract #232 of the Suburban Purchasing Cooperative - Joint Purchasing Program. The Suburban Purchasing Cooperative is a joint purchasing program sponsored by the Northwest Municipal Conference, DuPage Mayors & Managers Conference, South Suburban Mayors and Managers Association, and the Will County Governmental League.

Approval of R-39-25 would authorize the purchase of one (1) 2025 Ford F-150 Pick-Up truck and approves the outfitting of the vehicle with ancillary equipment and warning/emergency lighting at a cost not exceeding \$80,000.00.

**Recommended Motion:**

To approve Resolution R-39-25 authorizing the General Manager to purchase one (1) 2025 Ford F-150 Pick-Up truck including outfitting with ancillary equipment.

DuPAGE WATER COMMISSION

---

**RESOLUTION NO. R-39-25**

---

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE ONE (1) 2025 FORD F-150 PICK-UP TRUCK FROM CURRIE MOTORS OF FRANKFORT, ILLINOIS.

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited a proposal to Furnish and Deliver one new and unused 2025 Ford F-150 Pick-Up truck; and

WHEREAS, the Commission desires to purchase one new and unused 2025 Ford F-150 Pick-Up truck; and

WHEREAS, the purchase of the 2025 Ford F-150 will be through the issuance of a purchase order to Currie Motors of Frankfort, Illinois, under Contract #232 of the Suburban Purchasing Cooperative - Joint Purchasing Program; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that it is in the best interest of the Commission to authorize the General Manager to purchase 2025 Ford F-150 through the issuance of a purchase order to Currie Motors of Frankfort, Illinois, under Contract #232 of the Suburban Purchasing Cooperative - Joint Purchasing Program:

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 2025 Ford F-150 through the issuance of a purchase order to Currie Motors of Frankfort, Illinois for the price set forth in its Proposal, but not to exceed \$80,000.00.

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.				
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-39-25docx

Prepared for: , DuPage Water Commission

---

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)

Price Level: 555

---



### Client Proposal

Prepared by:

Nic Cortellini

Office: 815-464-9200

Email: [ncortellini@curriemotors.com](mailto:ncortellini@curriemotors.com)

Quote ID: 2025-33363

Date: 03/03/2025



Currie Motors Ford of Valpo | 2052 Morthland Drive, Valparaiso, Indiana, 46385439

Office: 219-464-3523

39 of 258

**Prepared for:**

DuPage Water Commission  
Prepared by: Nic Cortellini  
03/03/2025



Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

---

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)**

Price Level: 555 | Quote ID: 2025-33363

---

## Warranty

### Standard Warranty

*Basic Warranty*

Basic warranty ..... 36 months/36,000 miles

*Powertrain Warranty*

Powertrain warranty ..... 60 months/60,000 miles

*Corrosion Perforation*

Corrosion perforation warranty ..... 60 months/unlimited

*Roadside Assistance Warranty*

Roadside warranty ..... 60 months/60,000 miles

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

DuPage Water Commission  
 Prepared by: Nic Cortellini  
 03/03/2025



Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 46385439

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)**

Price Level: 555 | Quote ID: 2025-33363

**Major Equipment**

(Based on selected options, shown at right)  
 10-speed automatic

- \* Side assist steps
- \* Class IV tow rating
- \* Overdrive transmission
- \* Transmission electronic control
- \* Stainless steel single exhaust with chrome tailpipe finisher
- \* Driver selectable rear locking differential
- \* Lead acid battery
- \* Fuel tank capacity: 36.01 gal.
- \* Driver selectable drivetrain mode
- \* Steering wheel mounted audio controls
- \* 12 inch primary display
- \* AM/FM
- \* Radio data system (RDS)
- \* SYNC 4 external memory control
- \* Vehicle body length: 231.7"
- \* Axle capacity rear: 4,800 lbs.
- \* Axle capacity front: 3,900 lbs.
- \* Off-road ride suspension

Exterior: Atlas Blue Metallic  
 Interior: Black w/Smoked Truffle w/Cloth 40/Console/40 Smoked Truffle Front Seats

- \* 20 x 8.5-inch front and rear chrome PVD aluminum wheels
- \* P275/60RS20 AT BSW front and rear tires
- \* Lock-up transmission
- \* Alternator Amps: 200A
- \* All-speed ABS and driveline traction control
- \* Battery rating: 610CCA
- \* Battery run down protection
- \* Auto stop-start engine
- \* Connected Navigation integrated navigation system with voice activation
- \* Bluetooth wireless audio streaming
- \* AM/FM stereo radio
- \* Seek scan
- \* Auxiliary input jack
- \* Internet radio capability
- \* Wheelbase: 145.0"
- \* Tire/wheel capacity rear: 4,498 lbs.
- \* Spring rating front: 3,750 lbs.
- \* Trip computer

**As Configured Vehicle**

MSRP

STANDARD VEHICLE PRICE .....	\$51,915.00
Transmission: Electronic 10-Speed Automatic .....	Included
145" Wheelbase .....	STD
Monotone Paint Application .....	STD
Fleet Customer Powertrain Limited Warranty .....	N/C
50 State Emissions System .....	STD
Equipment Group 303A High .....	\$11,915.00
- Option Discount .....	-\$2,000.00
Radio: B&O Sound System by Bang & Olufsen .....	Included
Atlas Blue Metallic .....	N/C
6" Angular Bright Anodized Step Bar .....	Included
Chrome Door & Tailgate Handles .....	Included
Chrome Single-Tip Exhaust .....	Included
Black Painted Grille w/Chrome Center Bar .....	Included
Wrapped Steering Wheel .....	Included
Dual-Zone Electronic Automatic Temperature Control .....	Included
Connected Navigation .....	Included
Ford Co-Pilot360 Assist 2.0 .....	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

DuPage Water Commission

Prepared by: Nic Cortellini

03/03/2025



Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)**

Price Level: 555 | Quote ID: 2025-33363

*Major Equipment*

- \* Rear window defroster
- \* Heated driver and passenger side door mirrors
- \* Daytime running lights
- \* Variable intermittent front windshield wipers
- \* Dual-zone front climate control
- \* Driver front impact airbag
- \* Passenger front impact airbag
- \* Airbag occupancy sensor
- \* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- \* SecuriLock immobilizer
- \* 60-40 folding rear seats
- \* Fold-up rear seat cushion
- \* Manual rear seat head restraint control
- \* Split-bench rear seat
- \* Driver seat with 8-way directional controls
- \* Height adjustable front seat head restraints
- \* Front seat center armrest
- \* Power height adjustable driver seat
- \* Power driver seat cushion tilt
- \* Power height adjustable control passenger seat
- \* Cloth front seat upholstery
- \* Power door mirrors
- \* Manual folding door mirrors
- \* Deep tinted windows
- \* Automatic climate control
- \* Rear under seat climate control ducts
- \* Seat mounted side impact driver airbag
- \* Seat mounted side impact front passenger airbag
- \* 6 airbags
- \* Manual rear child safety door locks
- \* Fixed rear seats
- \* Front facing rear seat
- \* Height adjustable rear seat head restraints
- \* 3 rear seat head restraints
- \* Bucket front seats
- \* Front passenger seat with 8-way directional controls
- \* Manual front seat head restraint control
- \* Power reclining driver seat
- \* Power driver seat fore/aft control
- \* Manual reclining passenger seat
- \* Power passenger seat fore/aft control
- \* Cloth front seatback upholstery

*As Configured Vehicle*

MSRP

- 360 Degree Camera ..... Included
- Adaptive Cruise Control w/Stop & Go ..... Included
- Driver State Detection ..... Included
- Evasive Steering Assist ..... Included
- Front Parking Sensors ..... Included
- Towing Technology ..... Included
- Power Glass Heated Sideview Mirrors ..... Included
- Auto-Dimming Rearview Mirror ..... Included
- Remote Start System w/Remote Tailgate Release ... Included
- Heated Front Seats ..... Included
- Intelligent Access w/Push Button Start ..... Included
- Power-Sliding Rear Window ..... Included
- 400W Cab & Bed Outlets ..... Included
- Wheels: 20" Chrome-Like PVD ..... Included
- Tires: 275/60R20 BSW A/T ..... Included
- Power-Adjustable Pedals ..... Included
- Mobile Office Package ..... Included
- Console Worksurface ..... Included
- Partitioned Lockable Rear Storage ..... Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

DuPage Water Commission  
Prepared by: Nic Cortellini  
03/03/2025



Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)**

Price Level: 555 | Quote ID: 2025-33363

**Major Equipment**

- \* Driver seat with 2-way power lumbar
- \* Heated driver and front passenger seats
- \* 4-wheel antilock (ABS) brakes
- \* Brake assist system
- \* Hill Start Assist
- \* Front passenger seat with 2-way power lumbar
- \* 4-wheel disc brakes
- \* Electronic parking brake
- \* Hill Descent Control

**Fuel Economy**

**City**  
17 mpg



**Hwy**  
22 mpg

**As Configured Vehicle**

MSRP

Wireless Charging	Included
Black w/Smoked Truffle w/Cloth 40/Console/40 Smoked Truffle Front Seats	N/C
Cloth 40/Console/40 Smoked Truffle Front Seats	N/C
Engine: 5.0L V8	\$2,060.00
GVWR: 7,100 lbs Payload Package	Included
Electronic Locking w/3.73 Axle Ratio	Included
FX4 Off-Road Package	\$1,095.00
4x4 FX4 Off-Road Bodyside Decal	Included
Tray Style Floor Liner w/o Carpet Mats	Included
Hill Descent Control	Included
Off-Road Tuned Front Shock Absorbers	Included
Monotube Rear Shocks	Included
Rock Crawl Mode	Included
Skid Plates	Included
Bed Utility Package	\$635.00
Tailgate Step w/Tailgate Work Surface	Included
4 Pickup Box Tie-Down Plates	Included
LED Box Lighting	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

DuPage Water Commission

Prepared by: Nic Cortellini

03/03/2025



Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)**

Price Level: 555 | Quote ID: 2025-33363

<i>As Configured Vehicle</i>	MSRP
Tow/Haul Package .....	\$785.00
Integrated Trailer Brake Controller .....	Included
Manual-Folding Heated Pwr Glass Trailer Tow Mirror .....	\$395.00
LED Sideview Mirror Spotlights .....	\$175.00
Daytime Running Lamps .....	\$45.00
Tough Bed Spray-In Bedliner .....	\$595.00
Wheel Well Liner .....	\$180.00
Front License Plate Bracket .....	N/C
Retractable Tonneau Pickup Box Cover .....	\$2,200.00
Amber/White Strobe Color LED Warning Beacons .....	\$650.00
<hr/>	
SUBTOTAL .....	\$70,645.00
Destination Charge .....	\$1,995.00
<hr/>	
<b>TOTAL .....</b>	<b>\$72,640.00</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

DuPage Water Commission

Prepared by: Nic Cortellini

03/03/2025



Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)**

Price Level: 555 | Quote ID: 2025-33363

**As Configured Vehicle**

Code	Description	MSRP
------	-------------	------

**Base Vehicle**

W3L	Base Vehicle Price (W3L)	\$51,915.00
-----	--------------------------	-------------

**Packages**

303A	Equipment Group 303A High	\$11,915.00
	- Option Discount	-\$2,000.00

*Includes:*

- Transmission: Electronic 10-Speed Automatic  
*Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.*
- 6" Angular Bright Anodized Step Bar
- Chrome Door & Tailgate Handles
- Chrome Single-Tip Exhaust
- Black Painted Grille w/Chrome Center Bar  
*Includes coast to coast black mesh.*
- Wrapped Steering Wheel
- Dual-Zone Electronic Automatic Temperature Control (DEATC).
- Connected Navigation  
*Includes 1-year trial. Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass terms for details). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass app, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.*
- Ford Co-Pilot360 Assist 2.0  
*Includes AEB oncoming.*
- 360 Degree Camera
- Adaptive Cruise Control w/Stop & Go  
*Includes lane centering and predictive speed assist.*
- Driver State Detection
- Evasive Steering Assist
- Front Parking Sensors
- Towing Technology  
*Includes pro trailer back up assist and pro trailer hitch assist.*
- Power Glass Heated Sideview Mirrors  
*Includes manual folding, turn signals, high-intensity LED security approach lamps, LED sideview mirror spotlights and chrome skull caps.*
- Auto-Dimming Rearview Mirror
- Remote Start System w/Remote Tailgate Release
- Heated Front Seats
- Intelligent Access w/Push Button Start  
*Includes approach detection.*
- Power-Sliding Rear Window
- 400W Cab & Bed Outlets
- Wheels: 20" Chrome-Like PVD
- Tires: 275/60R20 BSW A/T
- Radio: B&O Sound System by Bang & Olufsen  
*Includes HD Radio and 8 speakers including subwoofer.*
- Power-Adjustable Pedals

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

DuPage Water Commission

Prepared by: Nic Cortellini

03/03/2025



Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)**

Price Level: 555 | Quote ID: 2025-33363

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
	<ul style="list-style-type: none"> <li>- Mobile Office Package</li> <li>- Console Worksurface</li> <li>- Partitioned Lockable Rear Storage</li> <li>- Wireless Charging</li> </ul>	
<b>Powertrain</b>		
995	<b>Engine: 5.0L V8</b> <i>Includes auto start-stop technology.</i>	\$2,060.00
	<i>Includes:</i> <ul style="list-style-type: none"> <li>- GVWR: 7,100 lbs Payload Package</li> </ul>	
44G	<b>Transmission: Electronic 10-Speed Automatic</b> <i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
XL6	<b>Electronic Locking w/3.73 Axle Ratio</b>	Included
NONGV1	<b>GVWR: 7,100 lbs Payload Package</b>	Included
<b>Wheels &amp; Tires</b>		
T24	<b>Tires: 275/60R20 BSW A/T</b>	Included
64L	<b>Wheels: 20" Chrome-Like PVD</b> <i>Includes:</i> <ul style="list-style-type: none"> <li>- Tires: 275/60R20 BSW A/T</li> </ul>	Included
<b>Seats &amp; Seat Trim</b>		
7	<b>Cloth 40/Console/40 Smoked Truffle Front Seats</b> <i>Includes 10-way power driver seat with power lumbar, 8-way power passenger seat with power lumbar, flow-through console and steering column-mounted shift.</i>	N/C
<b>Other Options</b>		
145WB	<b>145" Wheelbase</b>	STD
NONRD	<b>Radio: B&amp;O Sound System by Bang &amp; Olufsen</b> <i>Includes HD Radio and 8 speakers including subwoofer.</i>	Included
53T	<b>Tow/Haul Package</b> <i>Includes:</i> <ul style="list-style-type: none"> <li>- Integrated Trailer Brake Controller</li> <li>- Electronic Locking w/3.73 Axle Ratio</li> </ul>	\$785.00
50M	<b>Mobile Office Package</b>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

DuPage Water Commission

Prepared by: Nic Cortellini

03/03/2025

Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)**

Price Level: 555 | Quote ID: 2025-33363

**As Configured Vehicle (cont'd)**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
	<i>Includes:</i> - Console Worksurface - Partitioned Lockable Rear Storage - Wireless Charging	
68L	<b>Bed Utility Package</b>	\$635.00
	<i>Includes:</i> - Tailgate Step w/Tailgate Work Surface - 4 Pickup Box Tie-Down Plates - LED Box Lighting	
55A	<b>FX4 Off-Road Package</b>	\$1,095.00
	<i>Includes:</i> - 4x4 FX4 Off-Road Bodyside Decal - Tray Style Floor Liner w/o Carpet Mats - Hill Descent Control - Off-Road Tuned Front Shock Absorbers - Monotube Rear Shocks - Rock Crawl Mode - Skid Plates <i>Includes fuel tank, transfer case and front differential.</i>	
54Y	<b>Manual-Folding Heated Pwr Glass Trailer Tow Mirror</b>	\$395.00
	<i>Manually telescoping. Includes turn signal and black skull caps.</i>	
59S	<b>LED Sideview Mirror Spotlights</b>	\$175.00
	<i>Includes high-intensity LED security approach lamps.</i>	
67T	<b>Integrated Trailer Brake Controller</b>	Included
153	<b>Front License Plate Bracket</b>	N/C
	<i>Standard in states where required by law, optional to all others.</i>	
96W	<b>Tough Bed Spray-In Bedliner</b>	\$595.00
	Ford accessory.	
96J	<b>Retractable Tonneau Pickup Box Cover</b>	\$2,200.00
	Ford accessory.	
96L	<b>Wheel Well Liner</b>	\$180.00
	Ford accessory.	
PAINT	<b>Monotone Paint Application</b>	STD

**Fleet Options**

94W	<b>Amber/White Strobe Color LED Warning Beacons</b>	\$650.00
-----	---	----------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

DuPage Water Commission

Prepared by: Nic Cortellini

03/03/2025



Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)**

Price Level: 555 | Quote ID: 2025-33363

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
	Requires valid FIN code. <i>By Sound Off Signal. Includes center high-mounted stop light bar and 2 roof mounted beacons that provide 360 degree visibility.</i>	
942	Daytime Running Lamps	\$45.00
	Requires valid FIN code. <i>Non-controllable.</i>	
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
	Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	

**Emissions**

425	50 State Emissions System	STD
-----	---------------------------	-----

**Exterior Color**

B3_02	Atlas Blue Metallic	N/C
-------	---------------------	-----

**Interior Color**

7B_06	Black w/Smoked Truffle w/Cloth 40/Console/40 Smoked Truffle Front Seats	N/C
-------	---	-----

**Upfit Options**

01	License and Title Municipal	\$203.00
----	-----------------------------	----------

SUBTOTAL	\$70,848.00
Destination Charge	\$1,995.00
<b>TOTAL</b>	<b>\$72,843.00</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

DuPage Water Commission  
Prepared by: Nic Cortellini  
03/03/2025



Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

---

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W3L)**

Price Level: 555 | Quote ID: 2025-33363

---

## Pricing Summary - Single Vehicle

	<b>MSRP</b>
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$51,915.00
Options	\$18,730.00
Colors	\$0.00
Upfitting	\$203.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
<b>Subtotal</b>	<b>\$72,843.00</b>
<i>Discount Adjustments</i>	
Discount Adjustments	-\$7,307.00
<b>Total</b>	<b>\$65,536.00</b>

---

Customer Signature

---

Acceptance Date

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**Resolution #:** R-40-25

**Account:** N/A

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

**RCB RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/8/2025  
**Description:** A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission  
**Agenda Section:** Administration Committee  
**Originating Department:** Administration

Resolution No. R-40-25 is a Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission. This Resolution authorizes the General Manager to dispose of the assets listed on Exhibit A to the Resolution in compliance with the DuPage Water Commission Policy as these assets are beyond their useful life cycle, repair or refurbishment cost is prohibitive, and these assets are no longer useful to the Commission.

Staff will attempt to find a non-profit agency for the chairs. The computer hardware will be rendered inoperable and delivered to an electronics recycler. The trailer listed in Exhibit A will be listed for auction at Obenauf Auction Service, Inc., an open to the public Government and Municipal Auction house serving the Midwest, Northern Illinois and Southern Wisconsin.

### **Recommended Motion:**

Adopt R-40-25, A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission.

EXHIBIT A

Qty	VIN/Serial Number	Description	Details
16	N/A	Conference Room Chairs – purchased and in use since original construction in 1988	
10	79501023	PA System Horns - incompatible with new system installed	Atlas Sound DR-32 horns
1	USE6175V01	Domain Controller Server - no longer supported	HPE ProLiant DL380 Gen 9 Series
1	D893G73	Unitrends Backup Server - no longer supported	Recovery 9020S series
1	84XYHH2	Arcmail Appliance Server - no longer supported	Dell OEMR XL R330
1	5HCKU1424EE031076	Enclosed Utility Trailer – purchased 2014 beyond its useful life	2014 Atlas 7x14' Trailer. 7000# GVW, Model: AU714TA2

---

**RESOLUTION NO. R-40-25**

---

**A RESOLUTION AUTHORIZING AND RATIFYING  
THE DISPOSAL OF CERTAIN PERSONAL PROPERTY OWNED BY THE  
DUPAGE WATER COMMISSION**

WHEREAS, the DuPage Water Commission is authorized to sell or otherwise dispose of personal property pursuant to 65 ILCS 5/11-135-6; and

WHEREAS, in the opinion of the Board of Commissioners of the DuPage Water Commission, the personal property described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Property") is no longer necessary or useful to or for the best interests of the DuPage Water Commission to retain or, if already disposed of, was not necessary or useful to or for the best interests of the DuPage Water Commission to retain;

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

SECTION ONE: The Board of Commissioners of the DuPage Water Commission hereby finds and determines that the Property is no longer necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission will be served by its disposal or, if already disposed of, was not necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission were served by its disposal.

SECTION TWO The General Manager is hereby authorized to dispose of the Property in such manner as the General Manager shall determine or, if already disposed of, the Board of Commissioners of the DuPage Water Commission hereby ratifies and confirms its disposal.

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-40-25.docx



## 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:** 5/8/2025

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

---

### **Operations Overview**

The Commission's sales for April 2025 were a total of 2.04 billion gallons. This represents an average daily demand of 67.9 million gallons per day (MGD), which is higher than the April 2024 average day demand of 65.0 MGD. The maximum day demand was 75.9 MGD, recorded on April 28, 2025, which is higher than the April 2024 maximum day demand of 71.5 MGD. The minimum day flow was 58.8 MGD.

The recorded total precipitation for April 2025 was 2.66 inches compared to 3.73 inches for April 2024. The level of Lake Michigan for April 2025 is 578.28 (Feet International Great Lakes Datum (IGLD) 1985) compared to 578.9 (Feet IGLD 1985) for April 2024.

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

High Lift Pump Motor (HLP) No. 3 was repaired at the motor repair shop and reinstalled, electrical terminations completed, cooling water lines were reinstalled, and the drive shaft realigned. Start-up and testing is underway.

HLP No. 9 Pump Control Cone Valve was removed and shipped out for rebuilding. 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.

The annual meter testing program started in April and is at 4% complete.

R-42-25 Appears on the agenda to approve a Task Order with Arcadis USA, Inc. to perform a Gap Analysis of the Commission's 2020 submittal of the AWIA required Vulnerability Assessment (VA), developed a Risk and Resiliency Assessment (RRA), updated the Emergency Response Plan (ERP), and a Crisis Communication Plan (CCP) in time for the 2025 resubmittal and certification deadline.

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

No Change: The City of Chicago has reported as of March 31<sup>st</sup>, the transition has been completed from blended phosphate to phosphoric acid, to optimize the control of lead and copper release through household plumbing. DWC staff will continue monitoring certain water quality parameters to follow the progress through late spring 2025.

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

Investigation and pre-proposal site inspections were scheduled for May 13<sup>th</sup> in advance of the potential installation of vibration analysis instrumentation; proposals will be brought forth for Board consideration at a future Commission meeting.

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

#### **Alternate Water Source**

R-41-25 appears on the agenda seeking approval of a contract with Consor and Raftelis as an Technical Advisory Team with the intention that the Technical Advisory team, consisting of uniquely qualified individuals with the ability to marshal additional expertise and resources when needed from within their firm(s) or from external vendors as necessary based upon the task(s) as necessary to assist the Commission with advancing the Source Water Concept through the next steps in a manner that provides certainty to variables which would otherwise be accepted as project risk. This cost for this endeavor will be reimbursed 30% from NSMJAWA in accordance with the IGA for cost sharing, previously approved as R-37-25.

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

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

Pipeline staff assisted Corrpro with the installation of cathodic protection system improvements at Standpipe No. 01.

Pipeline staff continues working with Cathodic Protection Management and De Las Casas inspecting, evaluating and assessing functionality of the cathodic protection systems with emphasis on the Commission's Reverse Current Switch and rectifiers.

#### **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 has been completed with a majority of the open items 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 completed, anticipating the first remote site starting end of May. In addition, electrical improvements to remote sites are underway in anticipation of the RTU replacements work. The inspection and maintenance of remote site antenna systems has continued and is about 90% complete. Replacement of the fiber network for the DWC campus is anticipated to begin late Spring/early Summer, with the addition of a new duct bank to complete a ring topology for the new fiber network.

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

Design of a Joint Facility (Metering Station and Pressure Adjusting Station) at Lombard's fifth connection point nears completion, with current efforts focused on the coordination of construction site activity sequencing with the Village of Lombard Staff.

Additional efforts regarding Cathodic Protection have also begun, with the initial quarterly inspection of the Commission's Reverse Current Switch having recently taken place.

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

The Phase II engineering effort remains ongoing and is over 80% 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. Additional communications with ComEd have also recently taken place, the result of which hopes to initiate a slightly expedited review process for those portions of the project located within ComEd properties.

The corrosion control treatment study, performed by the Cornwell Engineering Group, continues to move forward with positive results. In its current stage, water from the Jardine Water Purification Plant is 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 easement acquisition also continue, with an additional group of easements prepared for consideration. Ordinance O-6-25 will be discussed in Executive Session regarding the acquisition of real estate (easements and property purchase) 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 acquisition. Each will require Board authorization to initiate the negotiation process with the property owner and all will ultimately need additional authorization at a future Board meeting to approve the compensation amount offered, which is based on the appraised value of the land.

Recent efforts also include a workshop that was held last week with the design and Program Management teams to review and discuss the final project specifications and contract documents as well as the coordination of a meeting to be held later this month with IDOT to discuss the detours associated with the WaterLink Project and the associated impacts they may have on the surrounding IDOT routes.

**Board Action Items**

- Resolution R-41-25: Approval of Master Services Agreement and Task Order #1 with Consor/Raftelis for Professional Services as Source Water Project Technical Advisor **(Not-To-Exceed \$500,000)**
- Resolution R-42-25: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Arcadis USA, Inc. to Perform a Gap Analysis of AWIA Required Documentation **(Estimated Expense of \$20,000)**

**Attachments**

1. DuPage Laboratory Bench Sheets for April 2025
2. Water Sales Analysis 01-May-2020 to 30-April-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 30-Apr-25

PER DAY AVERAGE 77,770,136

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,961,815,221	96.66%	\$9,424,665.67	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,621,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	\$10,436,405.00	\$8,904,425.59	337,423	0.02%	97.81%	\$5.18	\$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	\$9,508,392.46	\$8,139,012.84	529,206	0.03%	97.50%	\$5.18	\$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	\$10,214,825.32	\$8,757,453.41	306,690	0.02%	97.34%	\$5.18	\$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	\$10,164,180.46	\$8,689,172.45	349,596	0.02%	97.62%	\$5.18	\$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	\$10,069,463.25	\$8,700,672.05	268,834	0.01%	97.47%	\$5.39	\$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	\$10,390,815.05	\$8,949,831.10	340,529	0.02%	97.79%	\$5.39	\$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	\$10,516,536.80	\$9,046,045.40	426,636	0.02%	97.92%	\$5.39	\$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	\$12,751,706.16	\$10,580,551.45	964,148	0.04%	98.08%	\$5.58	\$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	\$14,274,398.88	\$12,265,414.20	669,121	0.03%	97.91%	\$5.58	\$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	\$14,383,755.72	\$12,378,962.70	5,976,667	0.23%	97.95%	\$5.58	\$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	\$15,199,819.56	\$13,098,723.30	5,570,100	0.20%	97.79%	\$5.58	\$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	\$14,551,585.38	\$12,522,065.40	887,220	0.03%	97.77%	\$5.58	\$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	\$12,592,944.00	\$10,846,953.00	715,430	0.03%	97.67%	\$5.58	\$4.693
Nov-24	1,872,414,000	1,918,174,238	97.61%	\$10,448,070.12	\$9,001,956.60	517,416	0.03%	97.64%	\$5.58	\$4.693
Dec-24	2,003,025,000	2,053,944,598	97.52%	\$11,176,879.50	\$9,639,162.00	465,013	0.02%	97.54%	\$5.58	\$4.693
Jan-25	2,084,797,000	2,142,229,363	97.32%	\$11,633,167.26	\$10,053,482.40	295,500	0.01%	97.33%	\$5.58	\$4.693
Feb-25	1,882,269,000	1,935,765,374	97.24%	\$10,503,061.00	\$9,084,546.90	225,910	0.01%	97.25%	\$5.58	\$4.693
Mar-25	1,991,703,000	2,037,452,909	97.75%	\$11,113,702.74	\$9,561,766.50	307,123	0.02%	97.77%	\$5.58	\$4.693
Apr-25	2,007,784,000	2,062,448,476	97.35%	\$11,203,434.72	\$9,679,070.70	4,167,787	0.20%	97.55%	\$5.58	\$4.693
TOTALS (1)	937,363,445,798	964,252,058,843	97.21%	\$2,437,113,523.80	\$2,148,811,252.55	892,270,405	0.09%	97.30%	\$2.60	\$2.229

(1) - SINCE MAY 1, 1992

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

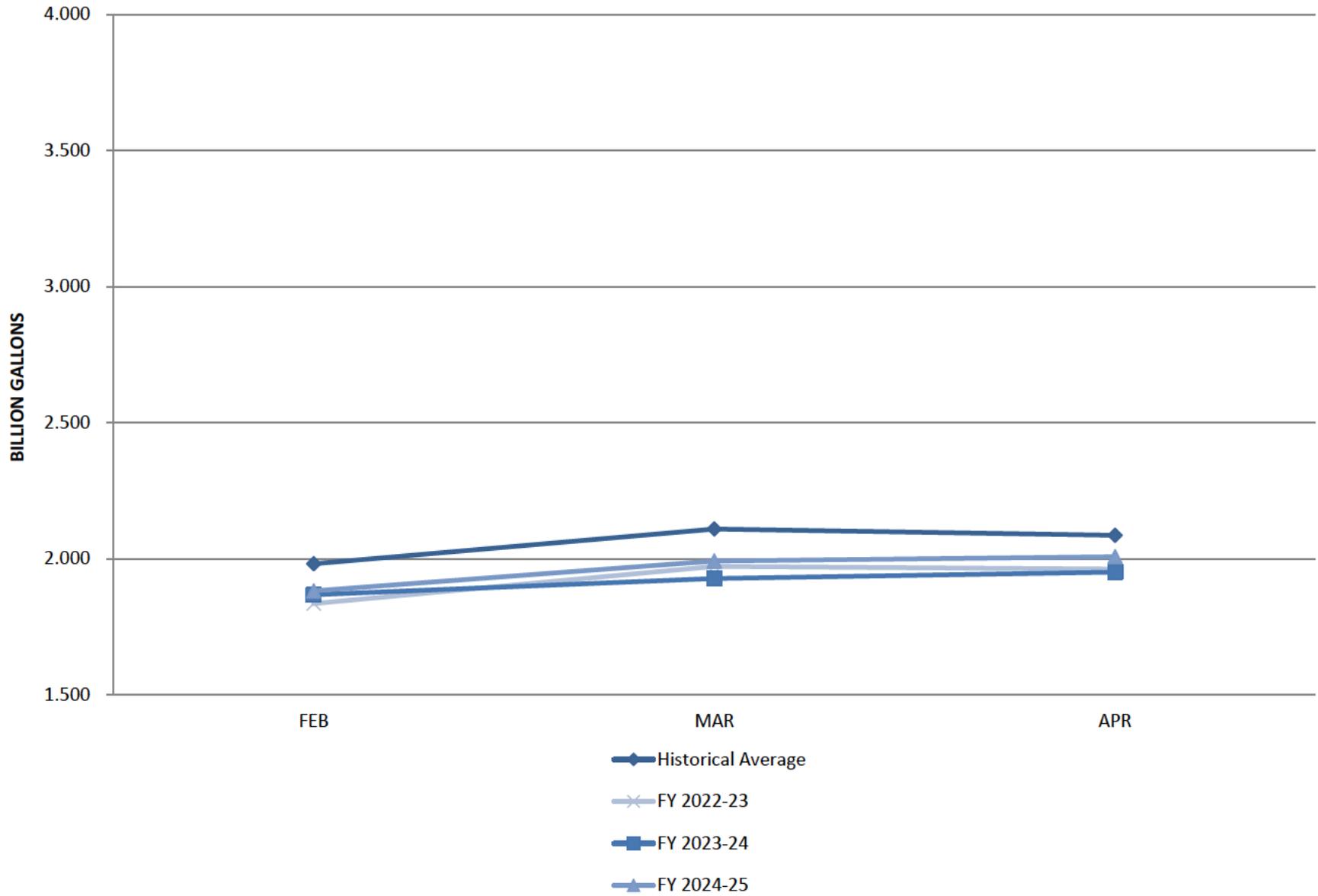
(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

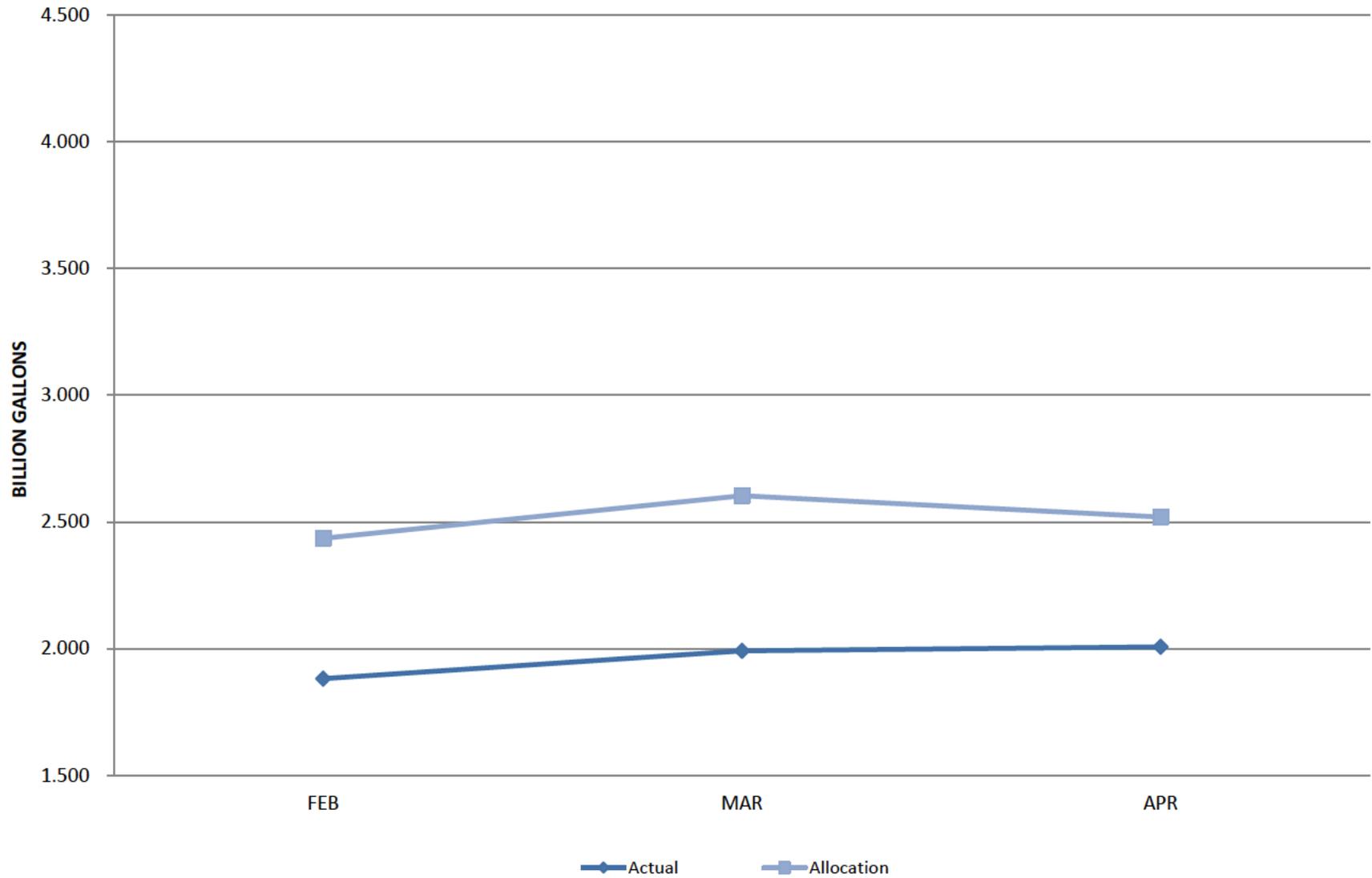
Apr-24	26,881,291,000	27,587,163,657	97.44%	144,890,158	124,666,860				\$5.39	\$4.519
Apr-25	26,851,707,000	27,503,019,196	97.63%	149,832,525	128,712,655				\$5.58	\$4.680
	(29,584,000)	(84,144,461)		\$4,942,367	\$4,045,795					
	-0.1%	-0.3%		3.4%	3.2%					
Month										
Apr-24	1,951,120,000	1,992,959,991	97.90%	10,516,537	9,046,045				\$5.39	\$4.539
Apr-25	2,007,784,000	2,062,448,476	97.35%	11,203,435	9,679,071				\$5.58	\$4.693
	56,664,000	69,488,485		\$686,898	\$633,025					
	2.9%	3.5%		6.5%	7.0%					
Apr>Mar	16,081,000	24,995,567		89,732	117,304					



## 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:** May 6, 2025

**MEETING DATE:** May 15, 2025

---

### **I. Progress through May 6, 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 was 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 26<sup>th</sup>.
  - 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 75<sup>th</sup> 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





## 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 & 75<sup>th</sup> Street. Comments received 2/10/25 from DuPage DOT have been addressed.
  - a) Will schedule additional meeting, if needed.
3. Remote operated valves and associated electrical design complete.
4. Roadway plans and traffic control plans have been prepared.
5. 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.
6. 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 were prepared, including ROV electrical. Revisions have been resubmitted to the City.
  - b) Comments from DuPage DOT received and revisions are being finalized.
  - c) Comments received from USACE and are being addressed.
    - 1) Applications have been submitted to two Soil & Water Conservation Districts at the request of USACE.
7. Comments received from DuPage Stormwater have been addressed and resubmitted.
8. 100% Design Drawings for TW-6 Section 1 submitted to DWC on 5/2/25.

### F. Contract TW-6 Section 2 & 3 in progress.

1. Water transmission main plan and profile design ongoing.
2. DWC review comments received and revisions are in progress.
3. Alignment revision into Aurora 95<sup>th</sup> Street ROW was reviewed with the City and will not be pursued. 90% design will remain in ComEd ROW.
4. Realignment on 248<sup>th</sup> Avenue to accommodate two-way traffic during construction is complete.
5. In-field route review for valve locations completed to confirm actual conditions.
6. Tunnel locations reviewed based on DWC comments – one tunnel removed and one tunnel shortened on TW-6 Section 2.





## MONTHLY STATUS REPORT

7. Drawings submitted to ComEd 1/23/25 to initiate legal and real estate appraisal process.
    - a) Wetlands reports subsequently submitted to ComEd environmental reviewer.
    - 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.
  8. 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.
  9. Permit applications / design submittals are being prepared for various agencies, including IDOT and railroads.
    - a) IDOT District 1 plan review applications have been submitted and IDOT has responded without comment.
      - 1) Contractor will need to submit bonds in accordance with IDOT response letter.
    - b) TW-6 S2 City of Naperville plan review submitted and comments received from the City. Work is ongoing to address the City of Naperville comments.
    - c) Plan review submittals made to four gas pipeline companies (west of 95<sup>th</sup> & Wolf's Crossing).
    - d) Permit submittal to CN Railroad has been submitted and received.
- 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.
  3. Ongoing coordination w/ Kendall County Hwy. Dept. regarding design review comments. Coordination meeting will be scheduled after review of latest comments.





## MONTHLY STATUS REPORT

### 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 was submitted on 3/11/25.
  - a) IDOT District 3 has apologized for the delay and noted the review will continue for 2-3 more weeks.

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

1. Water transmission main plan and profile design ongoing.
2. 90% Submittal Drawings submitted to DWC 12/13/24.
3. IDOT District 1 permit submittal is nearly complete.

### 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. Design of the chemical feed building is ongoing. Architectural preferences for the chem feed building received.
3. 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).

### B. Permit Fees

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

## III. Financials

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

1. Fee Expended through April 30, 2025:
  - a) Total: \$16,008,570 (80.2%)
    - 1) Basic Services: \$10,836,990 (54.3%)
    - 2) Additional Services: \$5,171,580 (25.9%)





## MONTHLY STATUS REPORT

#### **IV. Completed Workshops, Meetings and Visits (April – May)**

- A. Monthly Progress Meeting w/ DWC – April 17, 2025
- B. 90% Design Submittal for MS 22 – April 18, 2025
- C. ComEd Status Meeting – April 23, 2025
- D. USEPA/WIFIA Project Update Meeting – April 30, 2025
- E. Final Design Submittal for TW-6 Section 1 – May 2, 2025
- F. Specification and Contract Documents Review Meeting – May 6, 2025

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

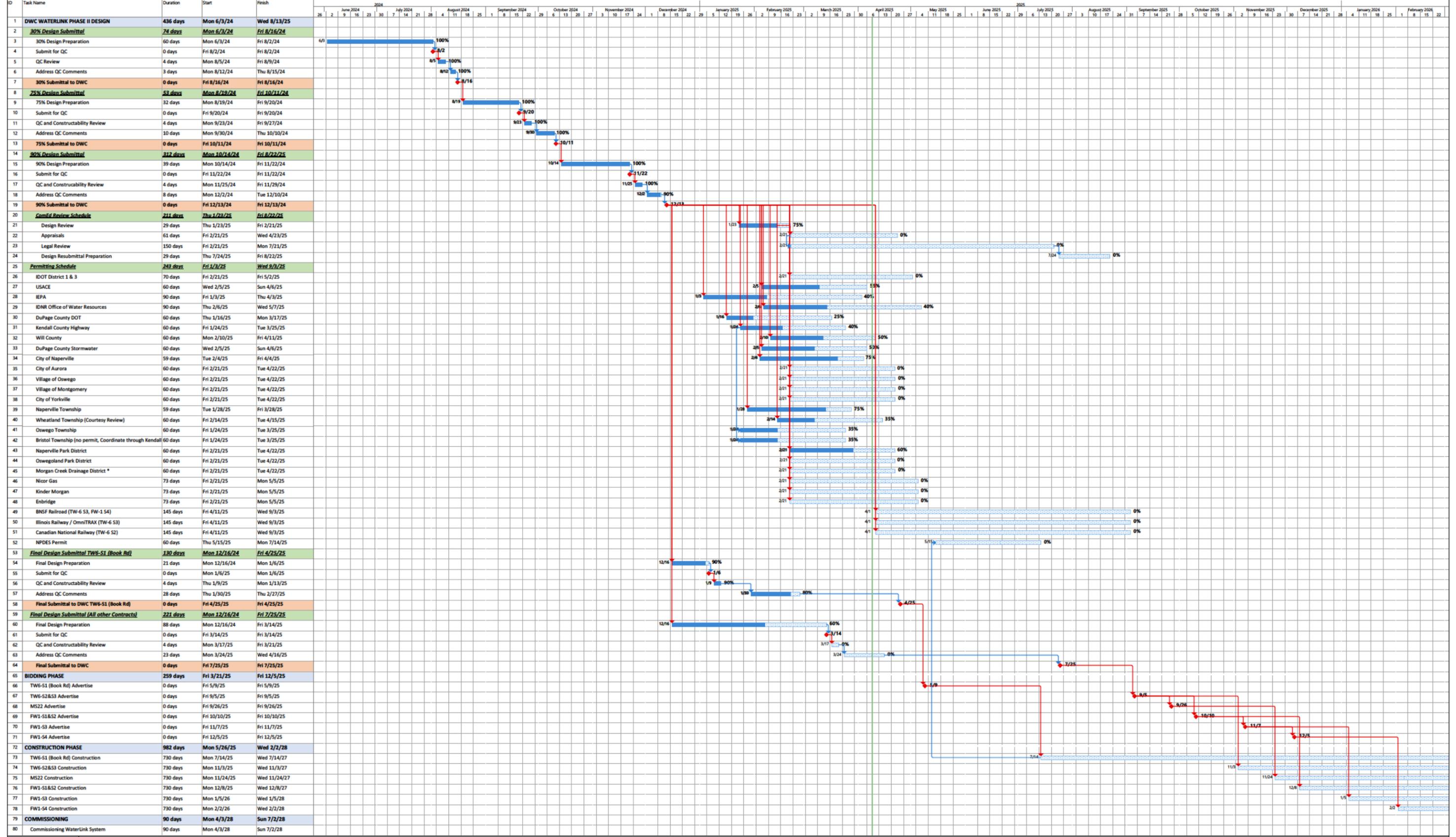
- A. ComEd Coordination Meetings – As Needed
- B. Phase II geotechnical field work – As Needed
- C. Permit submittals to various review agencies.
- D. Contract TW-6 Section 1 Advertisement – May 2025
- E. IDOT Detour Committee Meeting – May 29, 2025



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

	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Activity through July 31, 2024	Activity through August 31, 2024	Activity through September 30, 2024	Activity through October 31, 2024	Activity through November 30, 2024	Activity through December 31, 2024	Activity through January 31, 2025	Activity through February 28, 2025	Activity through March 31, 2025	Activity through April 30, 2025	Planned							
Description	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,525	\$ 994,029	\$ 993,016	\$ 999,176	\$ 1,117,315	\$ 1,116,854	\$ 745,163	\$ 499,762	\$ 498,028	\$ 378,984	\$ 386,564	\$ 261,372	\$ 261,372	\$ 261,372	\$ 261,372	\$ 125,192	\$ 125,192	
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 64,786	\$ 149,871	\$ 438,311	\$ 350,417	\$ 283,233	\$ 83,116	\$ 205,871	\$ 180,466	\$ 408,242	\$ 408,242	\$ 409,450	\$ 365,117	\$ 365,117	\$ 155,000	\$ 155,000	
<b>MONTHLY SUBTOTAL</b>	<b>\$ 1,171,748</b>	<b>\$ 2,003,050</b>	<b>\$ 1,567,307</b>	<b>\$ 1,572,842</b>	<b>\$ 1,589,025</b>	<b>\$ 1,057,802</b>	<b>\$ 1,149,047</b>	<b>\$ 1,555,626</b>	<b>\$ 1,467,271</b>	<b>\$ 1,028,396</b>	<b>\$ 582,878</b>	<b>\$ 703,899</b>	<b>\$ 559,450</b>	<b>\$ 794,805</b>	<b>\$ 669,613</b>	<b>\$ 670,822</b>	<b>\$ 626,488</b>	<b>\$ 626,488</b>	<b>\$ 280,192</b>	<b>\$ 280,192</b>	
<b>SUBTOTAL</b>	<b>\$6,314,947</b>				<b>\$5,351,501</b>				<b>\$8,290,495</b>												
<b>IGA ESCROW DEPOSITS</b>	<b>\$7,764,000</b>				<b>\$5,532,000</b>				<b>\$6,660,942</b>												
<b>TOTAL PHASE II CONTRACT</b>																	<b>\$</b>	<b>19,956,942</b>			

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



May 2025 Critical Critical Progress Task Task Progress Milestone



**Resolution #:** R-41-25

**Account:** 01-60-772500

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

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/7/2025

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

**Agenda Section:** Engineering & Construction

**Originating Department:** Administration

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

Currently, this project is at a very critical stage, as the validation and feasibility studies have been completed, but the project is not advanced far enough to select a project manager and move into construction. It is important at this time to select an owner's technical advisor to advance the Source Water Concept through the next steps in a manner that provides certainty to variables which would otherwise be accepted as project risk by the Program Manager and would be reflected in the cost of the project. Thoughtfully advancing through this gap period will allow DWC to retain management and decision-making control, and will allow for uncertainties to be reduced when a program manager is selected, likely resulting in more expedient implementation and reduced project costs.

Therefore, in order to support staff resources and provide additional access to expertise and vendors, DWC determined that a Technical Advisory Team be selected to become embedded within the DWC leadership team through the duration of the project. While the Technical Advisory personnel will not be required to be physically located at DWC, the team will consist of limited selected individuals who will be intimately involved with guiding leadership decisions throughout the duration of the project.

The intention is that the Technical Advisory team consist of uniquely qualified individuals with the ability to marshal additional expertise and resources when needed, from within their firm(s) or from external vendors as necessary based upon the task. It is required that the identified individuals will be committed to a presence within the leadership team for an extended period of time, but especially for the period from 2025-2030; during which time critical decisions will need to be made in a nimble yet deliberate manner. These individuals will remain engaged with DWC, will organize, direct, and carry out preliminary activities, and will provide guidance to the leadership staff and board of DWC regularly - including presentations at monthly meetings when requested. The individuals must be able to utilize existing relationships to identify, call upon, and activate additional qualified resources, firms, and vendors when necessary to move the project forward.

DWC received two very qualified proposals and performed desktop reviews and convened a review panel which was presented with a 60-minute presentation followed by a 60-minute question and answer period. The review panel identified the team proposed by Consor/Raftelis as most qualified.

Attached for Commissioner information is the April DWC RFP solicitation document, which includes the scope of priorities for the short and intermediate term (page 9), as well as the Consor/Raftelis proposal which includes details on their approach and schedule. Due to the nature of the work, it is not possible to precisely define the tasks which will be necessary to advance the project over this the next year; rather, the scope is intended to provide an understanding of the priorities, sequence, and expected level of work associated with known or anticipated tasks. Payment will be rendered based upon hours applied and reimbursable costs, in an amount not to exceed \$500,000 under Task Order #1. Future Task Orders will be presented as necessary as the project advances.

This cost of this project is subject to the Intergovernmental Agreement approved by the DWC Board of Commissioners at our April meeting (R-37-25), which establishes a mechanism for DWC to be reimbursed for 30% of the cost of this endeavor by NSMJAWA. The IGA will be acted on at the NSMJAWA May 22 Board meeting. After the IGA is approved by NSMJAWA, DWC will execute the Consor/Raftelis contract and authorize work to commence.

---

**Recommended Motion:**

To adopt Resolution R-41-25, authorizing approval of a Master Services Agreement in substantially the form as attached, and Task Order #1 with Consor/Raftelis to serve as Source Water Technical Advisor in an amount not to exceed \$500,000, following NSMJAWA approval of the cost-sharing Intergovernmental Agreement.

DUPAGE WATER COMMISSION

---

**RESOLUTION NO. R-41-25**

---

A RESOLUTION AUTHORIZING A MASTER SERVICES AGREEMENT AND TASK ORDER #1 WITH CONSOR/RAFTELIS FOR PROFESSIONAL SERVICES FOR SOURCE WATER PROJECT TECHNICAL ADVISOR

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 been organized under the Acts to supply water within its territorial limits; and

WHEREAS, the Commission has entered into a water supply contract with the City of Chicago to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission; and

WHEREAS, the Commission's water supply contract with the City of Chicago is set to expire in 2041 and the Commission is advancing an alternative solution to obtaining Lake Michigan water; and

WHEREAS, the services of a Technical Advisor are necessary to advance the Alternative Source Water Project; and

WHEREAS, a Request for Proposals was posted for said services and proposal submittals and presentations were received and reviewed; and

WHEREAS, the Technical Advisory Team proposed by the firm Consor Engineering in partnership with Raftelis, Inc was found to be most qualified; and

WHEREAS, the cost of services associated with this Task Order will be reconciled based upon hours expensed and reimbursable costs, not to exceed \$500,000; and

WHEREAS, the a cost-sharing agreement has been developed with the Northwest Suburban Municipal Joint Action Water Agency in which that Agency will reimburse 30% of the cost of this Task Order, as required in the Intergovernmental Agreement between Northwest Suburban Municipal Joint

Action Water Agency and DuPage Water Commission Regarding Joint Studies, approved by the DuPage Water Commission on April 17, 2025 as Resolution R-37-25 and pending approval by NSMJAWA; and

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

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

SECTION TWO: A Master Services Agreement and Task Order #1 with Consor Engineering, 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 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 agreement shall not be so executed on behalf of the Commission until following authorization of the cost-sharing Intergovernmental Agreement between the DuPage Water Commission and the Northwest Suburban Municipal Joint Action Water Agency.

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-41-25.docx

---

EXHIBIT 1

---

**MASTER CONTRACT BETWEEN  
DuPAGE WATER COMMISSION  
AND  
*CONSOR ENGINEERING, INC.*  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**MASTER CONTRACT BETWEEN  
 DuPAGE WATER COMMISSION  
 AND  
 CONSOR ENGINEERING, INC.  
 FOR  
 PROFESSIONAL ENGINEERING SERVICES**

**TABLE OF CONTENTS**

		<u>Page</u>
ARTICLE 1	THE SERVICES.....	1
1.1	Performance of the Services.....	1
1.2	Commencement and Completion Dates .....	2
1.3	Required Submittals.....	2
1.4	Review and Incorporation of Contract Provisions .....	3
1.5	Financial and Technical Ability to Perform .....	3
1.6	Time .....	4
1.7	Consultant's Personnel and Subcontractors .....	4
1.8	Owner's Responsibilities .....	7
1.9	Owner's Right to Terminate or Suspend Services for Convenience .....	7
ARTICLE II	CHANGES AND DELAYS.....	8
2.1	Changes.....	8
2.2	Delays .....	8
2.3	No Constructive Change Orders .....	8
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES .....	9
3.1	Standard of Care.....	9
3.2	Corrections.....	10
3.3	Risk of Loss .....	10
ARTICLE IV	FINANCIAL ASSURANCES.....	10
4.1	Insurance .....	10
4.2	Indemnification.....	12

ARTICLE V	PAYMENT.....	12
5.1	Contract Price .....	12
5.2	Taxes, Benefits and Royalties.....	12
5.3	Progress Payments.....	13
5.4	Final Acceptance and Final Payment.....	13
5.5	Deductions .....	14
5.6	Accounting .....	14
ARTICLE VI	REMEDIES .....	15
6.1	Owner's Remedies.....	15
6.2	Terminations and Suspensions Deemed for Convenience .....	16
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS.....	16
7.1	Binding Effect.....	16
7.2	Relationship of the Parties .....	16
7.3	No Collusion/Prohibited Interests .....	16
7.4	Assignment .....	17
7.5	Confidential Information .....	17
7.6	Security .....	17
7.7	No Waiver .....	19
7.8	No Third Party Beneficiaries .....	19
7.9	Notices .....	19
7.10	Governing Laws .....	20
7.11	Changes in Laws.....	20
7.12	Compliance with Laws and Grants.....	20
7.13	Documents.....	21
7.14	Time .....	21
7.15	Severability .....	21
7.16	Entire Agreement.....	21
7.17	Amendments.....	22

ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

**MASTER CONTRACT BETWEEN**  
**DuPAGE WATER COMMISSION**  
**AND**  
**CONSOR ENGINEERING, INC.**  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois (“Owner”), and *CONSOR ENGINEERING, INC.*, a (“Consultant”), make this Contract as of the 23rd day of *May*, 2025, and hereby agree as follows:

**ARTICLE I**  
**THE SERVICES**

**1.1 Performance of the Services**

A. Consultant’s Services. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Services”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in the Task Order for such Project and this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish such Project in accordance with such of the basic engineering services set forth in Attachment A to this Contract as may be specified or referred to in the Task Order for such Project and such other engineering services as may be specified or referred to in the Task Order for such Project and not set forth in Attachment A.
2. Approvals. Procure and furnish all approvals and authorizations specified in the Task Order for such Project.
3. Insurance. Procure and furnish all certificates of insurance specified in this Contract and such other certificates and policies of insurance as may be specified in the Task Order for such Project.
4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the recognized

industry standards of professional practice and in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

B. Task Orders. Consultant's Services shall be rendered in connection with such Projects as are delineated and described in Task Orders issued pursuant to this Contract. All Task Orders issued pursuant to this Contract shall be in the general form attached hereto as Attachment B, and all Services to be provided pursuant to any such Task Order shall be provided, performed, and completed in accordance with the terms and conditions contained in such Task Order and this Contract. Consultant and Owner shall agree on the scope of Services to be provided, the time for performance of the Services to be provided, and the cost or, if the Services are to be performed in separate phases with separate costs, the costs for each separate phase of Services to be provided under each Task Order. No Services shall be provided under this Contract without the issuance of a Task Order approved by Owner and Consultant.

The terms and conditions set forth in this Contract shall apply to each Task Order unless specifically modified in such Task Order. In the event of a conflict between this Contract and a Task Order, the conflicting provision of the Task Order shall take precedence for that Task Order. In the event this Contract is amended by Owner and Consultant, such amendment shall apply to all Task Orders issued after the effective date of the amendment and, unless otherwise specifically provided in such amendment, shall not apply to any Task Orders issued prior to the effective date of the amendment.

Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

## **1.2 Commencement and Completion Dates**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall commence the Services not later than the "Commencement Date" set forth in the Task Order for such Project, and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with the Task Order for such Project and this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases with separate completion dates, the "Completion Dates" set forth in the Task Order for such Project. The time of commencement, rate of progress, and time of completion for each Task Order issued pursuant to this Contract are referred to in this Contract as the "Contract Time."

## **1.3 Required Submittals**

A. Submittals Required. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in the Task Order for such Project or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be

requested by Owner to fully document the Services for such Project (“Required Submittals”).

B. Time of Submission and Owner’s Review. For each Project delineated and described in a Task Order issued pursuant to this Contract, all Required Submittals shall be provided to Owner no later than the time, if any, specified in the Task Order for such Project or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner’s reasonable opinion, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to the Task Order for such Project and this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner’s review and stamping of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to the Task Order for such Project and this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to the Task Order for such Project and this Contract.

#### **1.4 Review and Incorporation of Contract Provisions**

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, and, by its approval of each Task Order issued pursuant to this Contract, that it has carefully reviewed, and fully understood, each such Task Order, all of which are by this reference incorporated into and made a part of this Contract.

#### **1.5 Financial and Technical Ability to Perform**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

#### **1.6 Time**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is ready, willing, able, and prepared to begin the Services on the Commencement Date

set forth in the Task Order for such Project and that the Contract Time for such Task Order is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract for the Contract Price set forth in the Task Order for such Project.

## **1.7 Consultant's Personnel and Subcontractors**

A. Consultant's Personnel. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in the Task Order for such Project. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel for such Task Order can be reached on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel in such Task Order. Prior to terminating the employment of any such designated Key Project Personnel, or reassigning any of such designated Key Project Personnel to other positions, or upon receiving notification of the resignation of any of such designated Key Project Personnel, Consultant shall notify Owner as soon as practicable in advance of such proposed termination, reassignment, or resignation. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services to be provided, performed, and completed under such Task Order. No such termination, except for voluntary terminations by employees, and no such reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract. All Services performed under any subcontract shall be subject to all of the provisions of the Task Order for such Project and this Contract in the same manner as if performed by employees of Consultant. For each Project delineated and described in a Task Order issued pursuant to this Contract, every reference in the Task Order for such Project and in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of the Task Order for such Project and this Contract.

C. Removal of Personnel and Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, if any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner

satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such removal or replacement.

D. Safety at the Work Sites. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be solely and completely responsible for providing and maintaining safe conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances during performance of the Services. Consultant shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property. In addition:

1. It is expressly understood by the parties that Consultant's responsibility for safety conditions shall be strictly limited to its employees. It is expressly understood by the parties that Owner's responsibility for safety conditions shall be strictly limited to its employees.
2. Consultant is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Services, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; underground utility facilities requiring protection, support, or removal to safeguard employees; excavations requiring, among other things, safe means of egress and protection from cave-ins, fall-ins, hazardous atmospheres, hazardous substances, and other hazardous conditions; and confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. Consultant should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards, including without limitation conducting employee safety training and education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency systems, equipment, and devices, in as much safety remains Consultant's sole responsibility under this Contract. Consultant is directed to the Illinois Health and Safety Act, federal OSHA Regulations and

Guidelines, including without limitation Occupational Safety & Health Standards and Construction Industry Safety & Health Regulations as outlined in Parts 1910 and 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

3. Consultant is being notified of these potentially hazardous conditions so that Consultant may independently assess the potentially hazardous conditions and take the necessary precautions to ensure a safe workplace pursuant to this Contract and Consultant's legal obligations. Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Services but, rather, such notice shall be construed to be, and interpreted as, exemplary only. Owner's notification of these potentially hazardous conditions should not be construed or interpreted as waiving Consultant's sole and complete responsibility for its workplace conditions on or in the vicinity of Owner's facilities and appurtenances or for providing and maintaining safe conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances, including the safety of all persons and property during performance of the Services. This notification of potentially hazardous conditions is provided solely to assist Consultant in the performance of these duties, in the interest of maximum safety.
4. Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Owner's construction contractors. Nor shall Consultant be responsible for the supervision of Owner's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors, with respect to their construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on Owner's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of Owner. In no event shall Consultant be liable for the acts or omissions of Owner's construction contractors, subcontractors or any persons or entities performing any of the

construction work, or for the failure of any of them to carry out construction work under contracts with Owner.

## **1.8 Owner's Responsibilities**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in the Task Order for the Project, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Task Order for the Project or this Contract. Information as to the location of Owner's existing facilities and data and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed.

## **1.9 Owner's Right to Terminate or Suspend Services for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services under any Task Order in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under such Task Order,

cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate such Task Order in the event of any suspension that exceeds a period of 90 days.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, such Task Order and this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments under such Task Order and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## **ARTICLE II** **CHANGES AND DELAYS**

### **2.1 Changes**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right, by written order executed by Owner, to make changes in the Task Order, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time for such Task Order may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

### **2.2 Delays**

For any delay that may result from causes that could not be avoided or controlled by Consultant for each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for such Task Order for a period of time equal to the delay resulting from such unavoidable cause and an equitable adjustment in the Contract Price for such Task Order. No extension of the Contract Time for such Task Order shall be allowed for any other delay in completion of the Services.

### **2.3 No Constructive Change Orders**

For each Project delineated and described in a Task Order issued pursuant to this Contract, no claims for equitable adjustments in the Contract Price or Contract Time for such Task Order shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order for such Task Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled,

or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order for such Task Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order for such Task Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order for such Task Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Unless Consultant submits such a request within ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time for such Task Order and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

### **ARTICLE III**

#### **CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES**

##### **3.1 Standard of Care**

A. Standard of Care. Consultant represents that the Services and all of its components shall be free from errors and omissions in design; shall conform to the requirements of this Contract; and shall be performed in accordance with recognized industry standards of professional practice, care, and diligence practiced by reputable consulting firms in performing services of a similar nature in existence at the time of performance of the Services for a similar type of owner operating similar facilities. The representation herein expressed shall be in addition to any other representations expressed in this Contract, or expressed or implied by applicable law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

C. Defective Services. Whenever the term "defective" is used in the this Contract, the term shall mean professional services that fail to conform to this Section 3.1 and/or any specific terms and requirements contained in this Contract.

### **3.2 Corrections**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under the Task Order for such Project and this Contract. Consultant shall, promptly and without charge, provide, to the reasonable satisfaction of Owner, all corrective Services necessary as a result of Consultant's negligent errors or omissions, negligent acts, or failure to meet the requirements under the Task Order for such Project and this Contract..

### **3.3 Risk of Loss**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent errors or omissions, negligent acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such negligent errors or omissions, negligent acts, or failure to meet the requirement of the Task Order for such Project and this Contract . Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

## **ARTICLE IV FINANCIAL ASSURANCES**

### **4.1 Insurance**

A. Insurance Required. Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates of insurance evidencing at least the minimum insurance coverages and limits set forth below in a form acceptable to Owner and evidencing insurance coverages from companies with a general rating of A minus or better, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Consultant. Consultant shall notify Owner of any substantial changes or modification in such coverage within 30 days after Consultant becomes aware of same. Consultant shall immediately pass any such notice to Owner.

B. Minimum Coverages. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet the requirements of this Contract, maintain and keep in force, at Consultant's expense, at least the following minimum insurance coverages and limits:

1. Worker's Compensation and Employer's Liability with limits not less than:

(a) Worker's Compensation: Statutory;

(b) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois and provide a waiver of subrogation in favor of Owner. By entering into this agreement, the parties acknowledge that this limitation of liability clause has been reviewed, understood, is a material part of this agreement, and each party has had the opportunity to seek legal advice regarding this provision.

2. Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

3. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:

(a) Each Occurrence: \$1,000,000

(b) General Aggregate: \$2,000,000

(c) Completed Operations Aggregate: \$2,000,000

(d) Personal Injury: \$1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

4. Professional Liability Insurance. With a limit of liability of not less than \$2,000,000 per claim and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of Consultant's negligent acts, errors, and omissions under the Contract and each Task Order issued pursuant to this

Contract. Such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a three year period from and after Final Payment.

5. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
6. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial Motor Vehicle Liability

Commercial General Liability

Each such additional Insured endorsement shall identify Owner as follows: The DuPage Water Commission, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

#### **4.2 Indemnification**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, and save harmless, Owner against any and all third-party lawsuits, claims, demands, damages, liabilities, losses, and expenses, (including reasonable attorneys' fees and administrative expenses) (collectively "Claims") to the extent caused by any negligent act, error, or omission in Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence or willful misconduct of Owner.

### **ARTICLE V** **PAYMENT**

#### **5.1 Contract Price**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and in such Task Order, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in such Task Order (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

## **5.2 Taxes, Benefits and Royalties**

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## **5.3 Progress Payments**

A. Payment in Installments. For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price shall be paid in monthly installments in the manner set forth in the Task Order for such Project (“Progress Payments”).

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant’s prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under such Task Order. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Consultant’s certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

## **5.4 Final Acceptance and Final Payment**

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 30 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. For each Project delineated and described in a Task Order issued pursuant to

this Contract, Owner shall pay to Consultant, as soon as practicable after final acceptance, the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). For each Project delineated and described in a Task Order issued pursuant to this Contract, the acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services under such Task Order, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be.

## **5.5 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, for each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under such Task Order such amount as may reasonably appear necessary to compensate Owner for any actual loss due to: (1) Services that are not in accordance with the Standard of Care, defective, damaged, flawed, unsuitable, nonconforming, or incomplete, or contain errors; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit unless bonded over by Consultant or unless such liens were a result of Owner's failure to comply with its payment obligations in this Contract; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under the Task Order for such Project and this Contract; or (8) the cost to Owner, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure or if efforts to cure with due diligence such matter within ten business days after receipt of such written notice.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. If such matter is not cured or commenced to cure by Consultant within ten business days after receipt of written notice from Owner as provided herein, Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any reasonable amount for services and expenses directly attributable to remedy by Owner and chargeable to Consultant under this Contract.

## **5.6 Accounting**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract or any Task Order issued pursuant to this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

## **ARTICLE VI REMEDIES**

### **6.1 Owner's Remedies**

For each Project delineated and described in a Task Order issued pursuant to this Contract, if it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of the Task Order for such Project and this Contract, or has attempted to assign the Task Order for such Project or this Contract or Consultant's rights under the Task Order for such Project or this Contract, either in whole or in part, or has falsely made any representation or warranty in the Task Order for such Project or this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of the Task Order for such Project or this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure or start to cure with due diligence any such Event of Default within ten business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, nonconforming or incomplete, or contain errors; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into compliance with this Contract.
2. Owner may accept the Services that are defective, nonconforming, incomplete, or dilatory, or contain errors, or part thereof, and make an equitable reduction in the Contract Price.
3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant,

any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

5. Owner may recover direct damages suffered by Owner.

## **6.2 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Consultant's rights under a Task Order issued pursuant to this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

## **ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **7.1 Binding Effect**

This Contract, and all Task Orders issued pursuant to this Contract, shall be binding upon Owner and Consultant and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

### **7.2 Relationship of the Parties**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract or any Task Order issued pursuant to this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

### **7.3 No Collusion/Prohibited Interests**

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

Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in

procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

#### **7.4 Assignment**

Consultant shall not (1) assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract or any Task Order issued pursuant to this Contract, or (3) assign any payment due or to become due under this Contract or any Task Order issued pursuant to this Contract without the prior express written approval of Owner, which approval shall not be unreasonably withheld; ; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, or any or all of its rights or obligations under this Contract or any Task Order issued pursuant to this Contract, without the consent of Consultant.

#### **7.5 Confidential Information**

For each Project delineated and described in a Task Order issued pursuant to this Contract, all information supplied by Owner to Consultant for or in connection with the Task Order for such Project or the Services under such Task Order shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services under such Task Order. Confidential information shall not include any information of Owner that is required by law to be disclosed to any governmental agency, provided that before making such disclosure, Consultant shall give Owner a written notice and an opportunity to object to the disclosure or take action to assure confidential handling of the information.

#### **7.6 Security**

A. Description. For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform certain off-site services and implements other security measures as it determines are necessary from time to time

("Security Program"). To obtain authorization to work at Owner's facilities or to be engaged to perform Services under a Task Order issued pursuant to this Contract, Consultant and its subcontractors must comply with the requirements of Owner's Security Program. Consultant shall remain as fully responsible and liable for the acts and omissions of all subcontractors and their respective agents and employees in connection with Owner's Security Program as it is for its own acts and those of its agents and employees.

B. Background Investigations. Consultant personnel, including subcontractor personnel, that (i) will require access to Owner's facilities or (ii) will be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:

1. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
2. Education History
3. Military Service
4. Character and Reputation References
5. Verification of Identity
6. Fingerprints

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.

C. Search. Consultant personnel and vehicles, including subcontractor personnel and vehicles, allowed on Owner's property shall be subject to search when entering and leaving the property. By entering the property, Consultant personnel, including subcontractor personnel, authorize Owner to perform or have performed such searches of their persons or vehicles.

D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the

badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.

E. No Liability. Neither Owner, nor any official or employee of Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of Owner's security precautions and programs or any liability arising therefrom.

#### **7.7 No Waiver**

For each Project delineated and described in a Task Order issued pursuant to this Contract, no examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under the Task Order for such Project or this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any Services which are defective, nonconforming, or incomplete or contain errors, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant; or of any requirement or provision of the Task Order for such Project or this Contract; or of any remedy, power, or right of Owner.

#### **7.8 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract or under any Task Order issued pursuant to this Contract by any person, firm, or corporation other than Consultant shall be made or be valid against Owner.

#### **7.9 Notices**

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

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

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: Paul D. May P.E., General Manager

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

Pete Mulvaney  
Director of Utility Management  
503 Monroe Avenue, Glencoe, IL 60022  
Attention: *Pete Mulvaney*

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

By notice complying with the requirements of this Section 7.9 Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

#### **7.10 Governing Laws**

This Contract and each Task Order issued pursuant to this Contract, and the rights of Owner and Consultant under this Contract and each Task Order issued pursuant to this Contract, shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

#### **7.11 Changes in Laws**

Unless otherwise explicitly provided in this Contract or in a Task Order issued pursuant to this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

#### **7.12 Compliance with Laws and Grants**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to such Project or the Services under the Task Order for such Project.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services under any Task Order issued pursuant to this Contract or any part thereof.

Every provision of law required by law to be inserted into this Contract or in a Task Order issued pursuant to this Contract shall be deemed to be inserted herein or therein.

### **7.13 Documents**

For each Project delineated and described in a Task Order issued pursuant to this Contract, drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall, upon payment to Consultant of all amounts due under such Task Order, be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services; provided, however, that any use thereof by Owner for purposes other than specifically anticipated in Consultant's scope of Services shall be at Owner's sole risk and cost. At Owner's request, or upon termination of this Contract or any Task Order issued pursuant to this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for five years after termination of this Contract.

Nothing in this paragraph shall constitute or be constructed to be any representation by the Consultant that the work product is suitable in any way for any other project except the one detailed in this agreement. Any reuse by the Owner shall be at the Owners sole risk and without liability or legal exposure to Consultant.

### **7.14 Time**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall work diligently to avoid delays and to complete each Project in a professional and timely manner, consistent with the Standard of Care. of the Task Order for such Project and this Contract. Except where otherwise stated, references in the Task Order for such Project or this Contract to days shall be construed to refer to calendar days.

### **7.15 Severability**

The provisions of this Contract and each Task Order issued pursuant to this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract or a Task Order issued pursuant to this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract or such Task Order shall be in any way affected thereby.

**7.16 Entire Agreement**

For each Project delineated and described in a Task Order issued pursuant to this Contract, this Contract and the Task Order for such Project set forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services under such Task Order and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services under such Task Order and the compensation therefor.

**7.17 Amendments**

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

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

**DUPAGE WATER COMMISSION**

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

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

Paul D. May, P.E.

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

Title: General Manager

Attest/Witness:

**CONSOR ENGINEERING, INC.**

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

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

**Gregg Hostetler**

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

Title: Executive Vice President

## ATTACHMENT A

### **DESCRIPTION OF BASIC SERVICES**

#### ***[TO BE USED IN DEVELOPMENT OF INDIVIDUAL TASK ORDERS]***

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in each Project delineated and described in a Task Order issued pursuant to the Contract. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under each such Task Order and the Contract. For each Project delineated and described in a Task Order issued pursuant to the Contract, Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below that are required to be provided under the Task Order for such Project or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing.

1. Study and Report Phase. If Study and Report Services are to be provided under a Task Order, such Study and Report Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.
  - b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.
  - c. Provide economic analysis of various alternatives.
  - d. Prepare, for review and approval by Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide five copies and review them in person with Owner.
  
2. Preliminary Design Phase. If Preliminary Design Services are to be provided under a Task Order, such Preliminary Design Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Determine the general scope, extent and character the Project.
  - b. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
  - c. Furnish five copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

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

5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:
- a. Furnish advice and consulting services during the construction period.
  - b. Review, return and comment on shop drawings and other equipment drawings furnished by contractors for materials and equipment to be incorporated into the work. Submittals shall be returned within 30 days of receipt by Consultant.
  - c. Consult and advise on the interpretation of the construction contracts.
  - d. Provide a representative to observe the construction of the work on a daily basis; such representative to be acceptable to Owner at all times. On the basis of such observation, Consultant may disapprove of or reject construction work while it is in progress if it does not conform to the construction contract or will prejudice the integrity of the design concept.
  - e. Assist Owner and field personnel in checking laboratory tests of construction materials and equipment which are to be incorporated into the work.
  - f. Review contractors' breakdown of cost, material quantities and scheduling.
  - g. Prepare monthly estimates and certification of construction progress payments, and report to Owner as required to keep Owner informed on the progress of construction and to allow Owner to perform its obligations under the construction contracts.
  - h. Prepare and submit proposed change orders to Owner for its consideration, approval or denial. Consultant shall, when requested, submit recommendations on proposed change orders.
  - i. Maintain daily records of construction, including logs of weather conditions, accident reports, work accomplished, manpower, equipment and materials used, and problems encountered.
  - j. Schedule and attend preconstruction and job conferences and promptly prepare and circulate minutes thereof to all participants.
  - k. Maintain files of correspondence, reports of job conferences, field orders, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions and other project-related documents.

- I. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.
    - m. Prepare and continuously update drawings of record, and submit quarterly updates to Owner in electronic CADD files and/or other electronic file format acceptable to Owner operating on an IBM compatible microcomputer under a Windows operating system.
- 6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.
  - b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

**FORM OF TASK ORDER**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and **Conсор Engineering** (“Consultant”), for Professional Engineering Services dated **5/23/2025** (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

Title:

Owner’s Technical Advisory Team for Lake Michigan Regional Source Water Project.

Description and Scope:

- (1) Provide technical and financial assistance in the form of advisory services to the DuPage Water Commission and associated stakeholders, as they seek the highest value water supply for the region.
- (2) To assist in the selection of a program manager.
- (3) To provide the technical, stakeholder engagement, and communications services that allow for a defined footprint and NEPA process such as bathymetric surveys and facilitate meetings with key agencies.

2. **Services of Consultant:**

A. Basic Services:

Advisory Services to complete the tasks identified in the Consultant proposal titled “Owner’s Technical Advisory Team, dated April 21, 2025.

A summary of hours per 2025 task is extracted from the proposal and provided here for convenience.

Task	Description	Total Hours
1	Conduct / Update Business Plan	320
2	Prepare Communications Outreach Plan	135
3	Prepare Concept Governance Structure	220
4	Facilitate Development of Project Website	100

5	Prepare Project Risk Register	60
6	Prepare Conceptual Finance Plan	220
7	Facilitate Bathymetric Vendor Selection	120
8	Commence Route Validation	200
9	Facilitate Coordination Meeting w ACOE/IDNR	80
10	Prepare Project Delivery Program Management Alternatives	150

B. Additional Services:

Provide bathymetric services such as sonar, lidar, or other relevant technology and associated equipment and man power to develop a clear understanding of Lake Michigan lake bottom.

Additional services as authorized by the General Manager of the Commission which may not be currently defined or identified but become necessary to advance the project, which may include facilitating meetings, preliminary survey/geotechnical work, preparing documents, reviewing and generating documents for permit submittals.

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

None

4. **Commencement Date:**

the date of execution of this Task Order by Owner.

\_\_\_\_\_ days following execution of this Task Order by Owner.

\_\_\_\_\_ days following issuance of Notice to Proceed by Owner.

**May 23, 2025**

5. **Completion Date:**

***For use with single phase projects or multiple phase projects with single completion date:***

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

\_\_\_\_\_, 200\_\_, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

***For use with multiple phase projects with separate completion dates:***

See attached Schedule Target Document / Gantt Chart

A. Study and Report Phase: \_\_\_\_\_ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. Preliminary Design Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

C. Final Design Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

D. Bidding or Negotiating Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

E. Construction Phase: \_\_\_\_\_ days following completion by, and final payment to, the construction contractor plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

F. Operational Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

G. \_\_\_\_\_ Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.



\_\_\_\_\_ \$

COST PLUS FIXED FEE TASK ORDER

***For use with single phase projects or multiple phase projects with uniform pricing:***

For providing, performing, and completing all Services, a fixed fee of \$\_\_\_\_\_ plus an amount equal to Consultant's Direct Labor Costs times a factor of \_\_\_\_\_ for all Services rendered by principals and employees engaged directly on the Project.

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

***For use with multiple phase projects with separate pricing:***

For providing, performing, and completing each phase of Services, the following fixed fee set forth opposite each such phase, plus an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, for all Services rendered by principals and employees engaged directly on the Project, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Fixed Fee</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	\$		\$
Preliminary Design	\$		\$
Final Design	\$		\$
Bidding/Negotiation	\$		\$
Construction	\$		\$
Operational	\$		\$
_____	\$		\$

**X** DIRECT COST TASK ORDER

***For use with single phase projects or multiple phase projects with uniform pricing:***

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 3.1 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$500,000, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

***For use with multiple phase projects with separate pricing:***

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

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
ADVISORY	3.1	\$ 500,000

9. **Payments:**

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

***For use with Lump Sum Task Orders:***

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be

accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner's determination of the value of the Services completed.

**OR**

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

***For use with Cost Plus Fixed Fee Task Orders:***

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.

The charge on account of the fixed fee shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services or, if separate fixed fees are provided for different phases of Services, the proportion of total Services in that phase, actually completed at the time of invoicing.

***For use with Direct Cost Task Orders:***

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.

Payments for each phase of Services shall be based upon the Monthly billing for services rendered.

10. **Special Safety Requirements:**

NONE.

11. **Modifications to Contract:**

[none]

12. **Attachments:**

1. Gantt Schedule
2. Consor Cost Schedule

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 May 23, 2025.

DUPAGE WATER COMMISSION

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

Paul D. May, P.E.  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paul D. May, P.E.

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

***Consor Engineering, Inc***

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

Name: Gregg Hostetler

Title: Executive Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Pete Mulvaney

Title: Director Utility Management

Address: 503 Monroe Avenue, Glencoe, IL 60022

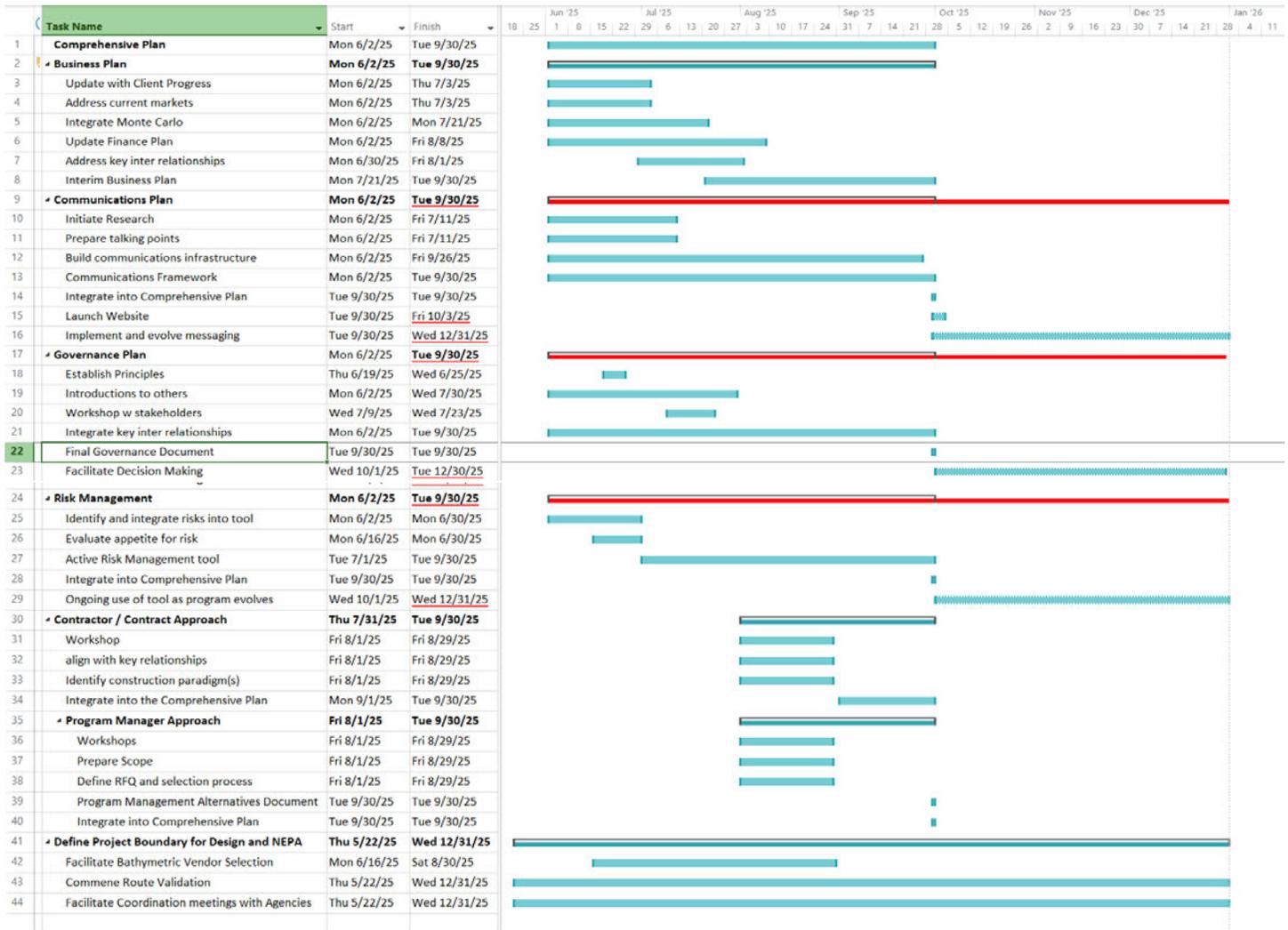
E-mail Address: [pete.mulvaney@consoreng.com](mailto:pete.mulvaney@consoreng.com)

Phone: 847 316 1498

Fax: NA

Attachments

Gantt Chart – Schedule of Deliverables



**Conсор 2025 Cost Table**

<b>NAME</b>	<b>SALARY COST (\$/Hr)</b>
Gregg Hostetler	132
Pete Mulvaney	110
Libby Bakke	106
Brendan O'Sullivan	97
Kerry Winkler	93
Jasmina Markovski	84
Emily Flock	70
Erin Cutlip	49



## REQUEST FOR QUALIFICATIONS

### OWNER'S TECHNICAL ADVISORY TEAM

*-for-*

### LAKE MICHIGAN REGIONAL SOURCE WATER PROJECT

POSTED:  
March 21, 2025

**DEADLINE FOR SUBMITTAL:**  
April 21, 2025, 1:00 PM

**Paul D. May, P.E.**  
General Manager  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, IL 60126-4642  
(630) 834-0100  
[may@dpwc.org](mailto:may@dpwc.org)




---

LAKE MICHIGAN REGIONAL SOURCE WATER PROJECT – OWNER’S TECHNICAL ADVISOR TEAM

---

**1) Introduction**

The DuPage Water Commission (DWC) is a unit of local government existing and operating under the State of Illinois Water Commission Act of 1985. The Commission is responsible for the financing, construction, acquisition, and operation of a water system to provide Lake Michigan water supply to municipal and private-utility customers in DuPage, Cook, and Will, and Kendall counties. The DuPage Water Commission currently provides water to 30 entities, ultimately providing water service to 1 million consumers. Average annual delivery is currently approximately 30 billion gallons/year to the service area.

Since 1984, the DuPage Water Commission (DWC) has provided Lake Michigan water its service area beginning with a 40-year water purchase agreement with the City of Chicago, which terminated in 2024 and has been extended 17 years to 2041. In 2025, the water commodity purchase from the City of Chicago will be approximately \$125M at a 2025 rate of \$4.88/tgal, a rate increase of 375% over 20 years, and 150% over the last 10 years.

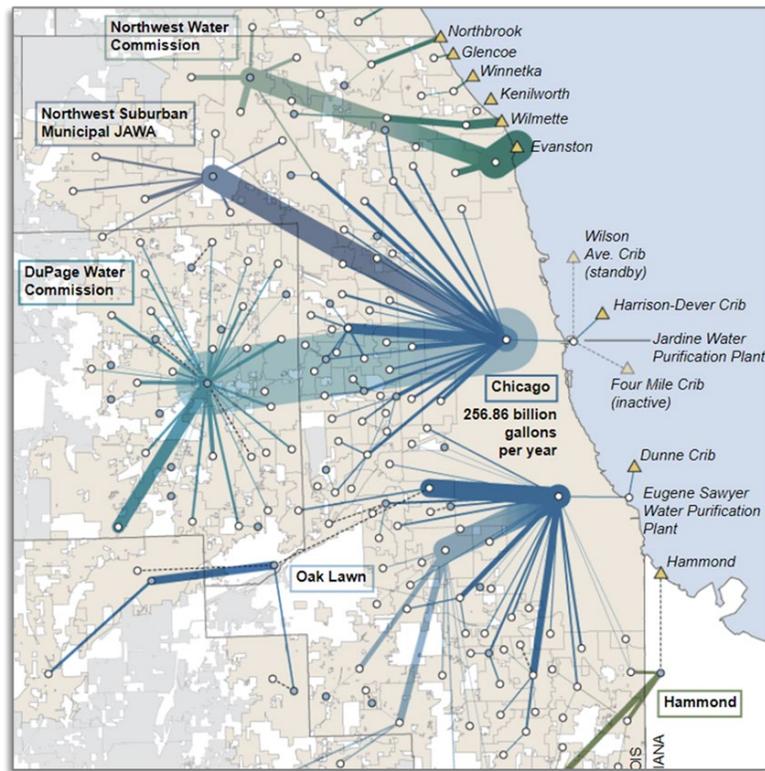
As the 2024 termination date approached, DWC engaged the City of Chicago in good faith negotiations to develop a long-term contract which would provide a more appropriate rate computation structure based upon the industry best-practice “cost-of-service” methodology, and consistent with the contract recently approved between the City of Chicago and the City of Joliet. Those negotiations have not been successful, and DWC is now leading an initiative to construct a new regional Lake Michigan Source Water Project, to serve DWC and other participating agencies/municipalities.

Effective Date	Percent Increase	Water Rate per 1,000 Cubic Feet	Approximate Water Cost per 1,000 Gallons
6/1/2024	3.37%	\$35.10	\$4.70
6/1/2023	5.00%	\$33.95	\$4.55
6/1/2022	5.00%	\$32.33	\$4.33
6/1/2021	1.10%	\$30.79	\$4.13
6/1/2020	2.45%	\$30.46	\$4.08
6/1/2019	0.82%	\$29.73	\$3.98
6/1/2018	1.54%	\$29.49	\$3.95
6/1/2017	1.83%	\$29.04	\$3.88
1/1/2016	0%	\$28.52	\$3.81
1/1/2015	15%	\$28.52	\$3.81
1/1/2014	15%	\$24.80	\$3.31
1/1/2013	15%	\$21.56	\$2.88
1/1/2012	25%	\$18.75	\$2.51
1/1/2011	0%	\$15.00	\$2.01
1/1/2010	14%	\$15.00	\$2.01
1/1/2009	15%	\$13.15	\$1.76
1/1/2008	15%	\$11.44	\$1.53
1/1/2007	0%	\$9.95	\$1.33
1/1/2006	0%	\$9.95	\$1.33
1/1/2005	3%	\$9.95	\$1.33
1/1/2004	3%	\$9.66	\$1.29

## 2) Regional Cooperation / Participation:

The DuPage Water Commission (DWC) intends that the proposed source water project provide a regional solution for Lake Michigan water supply - not only for DWC, but for the larger region as well. It is appreciated that a project of this scale is most economical and effective when a larger geographical and population area is contemplated and ultimately serviced by the proposed project.

In this regard, DWC engaged the Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA), the Northwest Water Commission (NWC), and the Village of Glencoe (Glencoe) in the early planning and study stages for this project. As the initial studies concluded, NWC elected not to further participate as their current and projected rate from their supplier (City of Evanston), presents a lower rate than would be realized by participation in the regional source water project. DWC remains engaged with the Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) and the Village of Glencoe - both of which have shared interest in securing an improved long-term source water supply; NSMJAWA is currently supplied with Lake Michigan from the City of Chicago similar to the DWC supply-chain and is motivated by the desire for improved rate control and system management. Glencoe currently operates its own water treatment plant, but contemplates a future where the investment to maintain and update the facility would be cost-prohibitive, and therefore seeks an improved alternative. While Glencoe is not a significant demand from a water supply perspective, Glencoe's position on the shore of Lake Michigan, and as an active community among north shore municipalities, makes it an important potential strategic partner. DWC continues to hold regular meetings with the appointed/elected officials and leadership staff from these agencies and have developed a meaningful and collaborative relationship which acknowledges the shared interests and vision for the future of Lake Michigan water delivery in Northeastern Illinois.



### 3) Project Objectives:

This generationally significant project will serve up to 2M citizens in Cook and DuPage Counties with over \$3B in infrastructure investment expected to occur over 15 years. The project will include a new Lake Michigan raw water intake in northern Cook County, a new regional drinking water treatment plant in northern Cook County, and distribution infrastructure including tunnels, pipelines, and pumping stations in Cook and DuPage Counties. This project is supported by labor as well as professional industry representatives and has been presented to DWC municipal customers and representatives of the DMMC, where it is widely supported as well.

The DWC regional source water project seeks to enhance prosperity, natural resource management, and business investment in Northeastern Illinois by constructing a new Lake Michigan Source Water System for suburban Chicagoland, in partnership with suburban municipalities and other regional source water providers. This project will position suburban Chicagoland to utilize the Great Lakes natural resources endowed to the State of Illinois to provide a stable, predictable, and reliable supply of drinking water, thus leveraging our competitive advantage to attract business investment from less resource-plentiful parts of the nation and create job growth within the region. New infrastructure will provide updated state-of-the-art technologies to address PFAS and other emerging contaminants and will replace aging infrastructure that is nearing the end of its life currently operated by the City of Chicago. Importantly, the new regional water system will provide suburban consumers with governance participation and improved rate control and certainty.

### 4) Background / Feasibility Report(s):

#### Preliminary Study [Draft], 4/20/2023:

DWC engaged Carollo Engineering to perform a Source Water Study in 2022 as a means of evaluating alternatives to the Chicago water purchase paradigm and to inform the negotiations with the City of Chicago. The study identified three prospective routes to access Lake Michigan source water, north of Chicago, south of Chicago, and through Chicago. The study was presented to the DWC Board of Commissioners in April 2023, and concluded that the construction of a new source water system for DWC (independently) was technically feasible and financially viable. The Carollo study was entitled “Alternative Water Supply Study Report”, dated April 2023 and organized into technical memorandum including the following:

- TM1: Design Criteria
- TM2: Regulatory Review
- TM3: Treatment Plant Conceptual Design
- TM4: Conveyance Alternatives
- TM5: Project Schedule
- TM6: Cost Estimate
- TM7: Water Rate Projections

Separately, DWC engaged the utility financial advisory firm, Raftelis, to perform a review of the Carollo study and prepare a conceptual financing plan. The Raftelis memorandum was dated August 14, 2023, and further confirmed the financial viability of the prospective project.

“North” Route Update with DWC, NWC, and NSMJAWA:

DWC then further evaluated the 2023 Draft Study and concluded that the “North” route was most suitable for further consideration because it provided the opportunity to encompass a larger service area by engaging NSMJAWA, the Northwest Water Commission, and potentially other north shore communities; and avoided the complications of penetrating through the City of Chicago (Central Route), or progressing to the State of Indiana (south Route). In order to further advance this concept, DWC reached out to NSMJAWA and NWC to determine their interest in the project. Both agencies indicated interest, and an IGA was executed to share costs in an updated study of the “North” route with a larger system demand and associated infrastructure sizing. Carollo commenced work on the updated report, which was completed in draft form in September 2023 and presented to the DWC Board of Commissioners on October 19, 2023, the “TM #8 - Expanded Alternative Water Supply System”. This report concluded that the advancement of the “North” Route remained technically feasible, and that the financial conditions were improved when compared to a DWC-only system, providing a suitable alternative to Chicago supply.

Following concurrent evaluation and consideration by the NSMJAWA Board and NWC Board, NWC indicated that the project was not deemed to be financially preferable to their current supply through the City of Evanston, and noted that they would decline to participate in the initial project. DWC and NSMJAWA indicated that the proposal was worthy of further consideration and elected to refine the “North” Route study with NWC removed.

“North” Route Update II with DWC and NSMJAWA:

DWC and NSMJAWA authorized an IGA to share costs for the refinement study, and coordinated with Carollo to advance the study with updated capacities and finished water conveyance routes which did not include an initial connection to NWC (although it remains possible that the project may provide a means of connecting to NWC in the future).

This evaluation also included the concept of repurposing the DWC 90” and 72” water transmission lines through the western Cook County suburban communities. Currently, these pipelines serve to convey flow from the City of Chicago Lexington Pumping Station to the DWC DuPage County Pumping Station in Elmhurst, but the Cook County communities traversed by these pipelines are not connected; they receive this water directly from Chicago. DWC acknowledged that these municipalities may be prospective future customers of a regional system as they would be presented with shared governance participation on the DWC Board and access to a new water treatment system; a likely improvement compared to their existing water purchase contracts with the City of Chicago. It was determined that 14 municipalities could be easily serviced through existing DWC infrastructure, equal to a projected 2050 Average Day Demand of 35 MGD for those communities.

Based upon the projected service areas and flow projections (including DWC, NSMJAWA, and the Cook County collar communities) a water treatment plant size of 360 MGD and 250 MGD was evaluated, along with the associated raw water and finished water pipelines/tunnels. Based upon the projected 2040 peak-hour flow, an initial 250 MGD design capacity for Water Treatment Plant was identified as most appropriate. However, it was also determined that the WTP should be expandable to 360 MGD if it becomes necessary to accommodate additional flow due to additional customers or increase consumption within the existing service area. Also, it was determined that the raw water pipeline

should be oversized to a minimum 400 MGD capacity to serve any future demands that are not currently contemplated.

This expanded report also included a more detailed evaluation of tunneling routes and considerations, performed by Brierly & Associates, and identified and evaluated several prospective sites for a future water treatment plant. Additionally, the report was peer-reviewed by the engineering firm Burns & McDonnell and costs, schedule, and general design consideration were refined as a function of this exercise.

The findings of this report were documented in “Technical Memorandum 9, Expanded Alternative Water Supply System Update (Draft)”, dated April, 2024. The results indicated that the project as refined in this study remained technically feasible and financially viable, and presented a suitable preferred alternative to continued purchase of commodity water from the City of Chicago. The study further concluded that a 15-year construction period was reasonable for the project. In March 2024, DWC extended the existing Chicago Water Purchase Contract for a 17-year period, through March 2041 to accommodate construction and commissioning of the new regional source water system.

<b><u>Index of Reports &amp; Studies (to be provided upon request):</u></b>	
<b>Alternative Water Supply Report (Draft), Carollo</b> <i>Board Presentation document</i>	<b>April 2023</b> <i>April 20, 2023</i>
Technical Financial Memorandum (Draft), Raftelis	August 14, 2023
<b>TM 8 - Expanded Alternative Water System Study (Draft), Carollo</b> <i>Board Presentation document</i> <i>Peer Review Document (Draft), Burns &amp; McDonnell</i>	<b>September 2023</b> <i>October 19, 2023</i> <i>January 29, 2024</i>
<b>TM 9 – Expanded Alternative Water Supply System Update (Draft)</b>	<b>April 2024</b>

**5) Project Schedule & Progress:**

Green Acres Golf Course: in May 2024, DWC completed the purchase of the 127-acre “Green Acres” golf course in Northbrook Illinois. The strategic importance of this acquisition cannot be overstated, as the property is extraordinarily unique due to its size, proximity to Lake Michigan, proximity to electrical facilities, and proximity to extended highway ROW and RxR corridors. A conceptual site plan has been prepared for the site, and DWC staff remains engaged with Village of Northbrook officials relative to the possibility of siting municipal services on portions of the site. DWC has commenced and will continue site maintenance activities, including landscape maintenance, tree removal, and installation of additional security gates at site entrances to restrict access and fly-dumping. Near-term activities on the property may include limited wetland remediation and the potential for site work, if necessary, to facilitate the negotiated transfer of a parcel along Dundee Road to Northbrook.

Financing / Congressionally Directed Funding Marks: DWC has been very intentional to include federal elected officials in project discussions and facilitated many coordination calls and meetings to present the vision for the project and describe the potential for economic benefit to our state and region. At this time, DWC has been identified for marks for Congressionally Directed Spending in the amount of \$1.5M, with federal sponsors Congressman Casten (\$0.5M), and Congressman Krishnamoorthi (\$1M).

It was previously expected that these funds will become available to the Commission in 2026, although it is likely the continuing resolution may impact the marks. DWC has also been contacted by officials from the WIFIA program who indicated that the project would be a desirable candidate for favorable WIFIA funding.

Technical Engagements and Validation: The prospective project is large in scale and will be a significant construction project occurring over many years. While all design/construction activities contemplated in the project are conventional in nature with a long history of success, the logistics and scale of the project present challenges which must be thoughtfully prepared for. Therefore, DWC has facilitated many learning opportunities to ensure that DWC and prospective partners agencies enhance and expand our knowledge of best management practices, delivery alternatives, and lessons learned from other large projects. These activities have included attendance at tunneling conferences, tours of other large projects currently under construction in the United States (notably the Houston WTP), and presentations from expert consultants on a variety of topics including: design-build and alternative delivery, utility regionalization case studies, stakeholder involvement, tunneling in the Chicagoland area, source water intake design considerations, and program management options and alternatives. These learning activities will continue as the project advances to ensure that our knowledge remains up-to-date and continually expanding.

As indicated above, significant progress has been made to advance the Source Water alternative to the current position. In order to maintain the viability of the project, it is now necessary to program and implement additional activities within the next year. Following is a summary of tasks and activities; many of which will be performed under the engagement of external professional consultants/firms. These items have been included in the draft budget which has been presented to the Board of Commissioners for consideration. NSMJAWA is also preparing their budget to fund these activities.

## 6) Technical Advisor Concept:

DWC and participating partners have studied and validated the concept of the Regional Source Water Project and are now ready to advance into the next phase, intending ultimately to select a Program Manager(s) - tentatively scheduled for 2026 - to bring the project to successful completion prior to the termination of the Chicago Water Purchase Contract in 2041.

In order to support staff resources and provide additional access to expertise and vendors, it is intended that a Technical Advisor Team be selected to become embedded with the DWC and participating partner leadership team through the duration of the project. While the Technical Advisory personnel will not be required to be physically located at DWC, the team will consist of limited selected individuals who will be intimately involved with leadership decisions throughout the duration of the project, including review of Program Management Firms and selection of the same.

**IMPORTANT NOTE:** Therefore, firms submitting for the Technical Advisor role will be precluded from submitting for any Program Management role(s) in the future.

It is expected that the selected Technical Advisor would consist of one or more uniquely qualified individuals with the ability to marshal additional expertise and resources when needed, from within their firm(s) or from external vendors as necessary based upon the task. It is strongly desired that the identified individuals will be committed to a presence within the leadership team for an extended

period of time, but especially for the period from 2025-2030; during which time critical decisions will need to be made in a nimble yet deliberate manner. The mechanism for this contract will be negotiated following identification of the preferred Technical Advisor Team, and may be based upon a negotiated annual scope (updated/revised each year), time and materials methodology, or base services plus reimbursables (including sub-consultant and vendor contracts).

It is our objective that this process will provide uniquely qualified, dedicated personnel resources which will remain consistent throughout the next several years. These individuals will remain engaged with DWC and participating partners at all times, will organize, direct, and carry out preliminary activities, and will provide guidance to the leadership staff and boards of DWC and partner organizations regularly - including presentations at monthly meetings when requested. It is also desired that these individuals will be able to utilize existing relationships to call upon and activate qualified additional resources, firms, and vendors when necessary to ensure the project moves forward; and that essential information is provided quickly and concisely, but also in a thorough and thoughtful manner.

Essential capabilities of the Technical Advisory team members will include the following:

- **Professional Engineering** experience within the water sector, including
  - Understanding and a history of leadership within the water sector, including management experience or counsel to a large municipal water provider.
  - Experience with large project delivery, including water or wastewater facilities.
  - Experience with alternative delivery methodologies, including a variety of design-build options.
  - Experience and deep understanding of the regulatory environment relative to water treatment requirements, and the associated alternatives for treatment methodologies.
  - Experience and deep understanding of the permitting environment relative to necessary permits for the construction of a Lake Michigan source water intake, raw water tunnel/piping system, large water treatment plant, finished water treatment conveyance tunnel/piping system, and pumping stations.
  - Experience with successful easement and right-of-way acquisition and negotiations including advancement of such in adversarial situations.
  - Deep understanding and experience with cost estimating, project scheduling, and identification and management of critical path items.
  - Understanding of financing conditions, sources, and alternatives, including WIFIA, market financing, revenue bonds, etc; and reporting requirements of the same.
  - Understanding and appreciation for Illinois-centric political, cultural, environmental, and labor-related issues, conditions, and requirements.
  - Understanding of legislative processes, procedures, and the associated powers currently provided to water Districts, Agencies, and Commissions.
  - Experience with preparation and management of risk profiles, registers, and guidance documents.

- Outstanding leadership, collaboration, and communication skills.
- Proven capability to manage complex long-term projects and to organize and coordinate tasks effectively among a large number of participants and stakeholders.
- The unique ability to anticipate and position for unforeseen conditions and the ability to pivot quickly and assign/reassign resources appropriately to ensure that issues are resolved in a manner that does not jeopardize advancement of the project.
- Proven existing relationships internal to or external to the firm which can be relied upon to provide additional support when called upon.
- Experience engaging and working with the railroads (desired)
- Experience engaging and working with various government bodies in Northeastern Illinois including IDOT, ISTHA, IDNR, IEPA, Cook County, Cook County Forest Preserve, Lake County, MWRD, North Shore Sanitary District, north shore municipalities (desired)
- **Financial Advisory experience** and expertise, including
  - Experience with complex financial computations and the ability to utilize economic forecasts to present a range of expected conditions for consideration relative to a comprehensive financial plan.
  - Experience with utility rate setting and forecasting.
  - Understanding of financing conditions, sources, and alternatives, including WIFIA, market financing, revenue bonds, etc; and reporting requirements of the same.
  - Experience with Capital Funding sources, including advisory work related to assembly of financing instruments, laddering and scheduling of the same, and approaches to manage capitalized interest.
  - Experience with preparation of Business Plans and strategic guiding documents for large projects.
  - Experience with the anticipation, identification, and management of financial risks associated with a long-duration project, including but not limited to interest rate risk, labor risk, commodity pricing, and capital availability.
  - Proven relationships within the financial sector to provide access to financial markets, banks, bond agents, and other vendors which would assist in preparing, vetting, organizing, and ultimately issuing financing documents in a competitive landscape.
  - Capability to provide computational analysis of a variety of rate structures, debt structures, construction costing methodologies, cash financing, cost sharing agreements, and loan and grant instruments, and the ability to modify, refine, and communicate creative solutions and alternatives to the same.
  - Demonstrated ability to communicate effectively and to present to public boards and stakeholders, as well as experts within the financing field.

## 7) Technical Advisor 2025 Scope of Services:

*The objective is to contract with a technical advisor team which has unique engineering and financial expertise to act as advisor and project agent to advance the project and which has the ability to facilitate strategically important activities and activate additional resources as necessary in support of the same. Expected tasks to include the following (tentative delivery dates are shown):*

- Conduct/update business plan (target delivery August 1, 2025)
- Prepare communications/outreach plan (target delivery August 1, 2025)
- Prepare concept governance structure alternatives document (on-going, target September 2025)
- Facilitate development and management of project website (target delivery September 2025)
- Prepare project risk register (target delivery September 2025)
- Prepare conceptual financing plan (target delivery September 2025)
- Facilitate selection of contractor/vendor(s) for water intake preliminary siting activities:
  - (i) Lake bottom / bathymetry survey (target activity August/September 2025)
  - (ii) Lake bottom geotechnical sampling permit submittal (target December 2025)-
- Commence route validation / easement introduction meetings (target September 2025)
  - (i) Union Pacific RxR (target September 2025)
  - (ii) Botanic Gardens (target September 2025)
  - (iii) Cook County Forest Preserves (target September 2025)
  - (iv) IDOT (target September 2025)
  - (v) IL Tollway (target September 2025)
- Facilitate coordination meeting with ACOE/INDR regarding water intake (target October 2025)
- Prepare project delivery / program management alternatives document (October 2025)
- Commence preparation of NEPA submittal documents (begin in October 2025)

### Intermediate Activities List & Budget Planning (2026+)

- a) Lake bottom geotechnical sampling/cores (target June 2026)
- b) Select Program Management Firm
- c) Identify Construction Paradigm (conventional, design-build, hybrid, etc)
- d) Facilitate preparation of preliminary documentation for “joint permit” application to Army Corps of Engineers

## 8) Submittal Requirements

Firms providing an RFQ may assemble and format their submittal in the manner that they feel best presents their understanding of the project and illustrates the necessary expertise and experience.

Submittals shall consist of five hard copies (including one original) as well as a flash drive containing a single digital file (PDF format) of the RFQ. They shall be formatted as 8.5" x 11" page sizes and shall include the following information:

- Project Understanding – provide your Team’s understanding of the project objectives, scope, and schedule.
- Project Team - Include an organizational chart for the team as well as a resume and summary of representative work for each potential team member. Include a verification that future workload commitments of the designees, will not adversely impact the capacity of the selected individuals to provide for the identified services for the duration of the initial scope. Additionally, the ability of the team to scale-up or scale-down depending upon the necessary workload and complexity of tasks at any given time is critical to the success of the project. Each RFQ shall provide insight regarding the Firm’s abilities/capacity in this regard, including a list of external resources and vendors to be utilized to support the project. It is expected that the personnel listed in the firms RFQ will be available for use on this project and would be assigned and present on the project for the duration of the contract.
- Project Approach - Describe Team’s approach to facilitating timely completion of the activities identified Section 7, with a timeline of activities and anticipated work hours, as well as external vendors engagement and deliverable targets.
- Address areas of team leadership, communication, cost control, schedule control and quality standards.
- Provide a summary of project planning critical path items, and the recommended approach for tracking and reporting on the same.
- Provide a summary of communication and reporting goals, including submittal of written documents, and presentations to the Board(s).
- Identification of any critical project elements that may arise or are anticipated, along with the Team’s recommended approach in addressing them
- Firm Information - Provide Firm background, office address, contact information, etc. (any corporate partners or sub-consultants that may be involved should be identified as well)
- Firm Qualifications & Relevant Firm Experience - Provide examples over the past five years, focused on regional, large-scale water or wastewater projects. Provide a detailed description of the project and the Firm’s role in it, key personnel, project date(s) and the Owner’s contact information. Experience in a Program Management for a large project and on WIFIA-funded projects is desirable.

Submitted RFQs shall be properly addressed with the name of the submitting Firm and the project name (Regional Source Water Project – Technical Advisor RFQ) clearly labeled on the outside of the packaging and delivered to:

DuPage Water Commission  
600 E. Butterfield Road  
Elmhurst, IL 60126  
Attn: Paul D. May, P.E., General Manager

All submittals shall be received by the Commission no later than the deadline provided on the title sheet of this RFQ. The Commission is not responsible for mailed submittals that are received after the stated deadline. Any submittals received after that time will not be considered and will be returned to the submitting Firm unopened. Submittals sent via email or facsimile will not be accepted by the Commission.

The Commission reserves the right to reject any and all submittals and issue a subsequent RFQ if it is determined to be in the Commission's best interest. It is to be understood and agreed by all submitting Firms that this RFQ does not obligate the Commission to be responsible for any costs incurred by a submitting Firm in the preparation and submission of an RFQ or any related tasks as herein described.

## 9) Evaluation Process

This RFQ has been advertised to Firms which the Commission considers qualified for this work and/or with whom the Commission maintains a current Master Services Agreement (MSA). Qualified Firms without a current MSA are also invited to submit RFQs. Any Firm ultimately selected to provide services through the process will be required to enter into an MSA with the Commission. A copy of the MSA is available upon request. Submittals will be reviewed by a panel of representatives from the Commission and participating partners based on the following criteria:

- Selected individual qualifications
- Project understanding & recommended approach
- Firm and personnel experience on similar projects
- Identification of critical elements and corresponding approach
- Financial planning capabilities and experience
- Proposed project support vendor/subconsultant relationships

The Commission reserves the right to request further information from any submitting Team in order to complete the evaluation. Teams may also be requested to participate in an interview with the review panel at the Commission offices for further evaluation. Interviews shall consist of a presentation by the submitting party (no longer than two hours in duration) with an additional 60 minutes reserved afterward for questions and answers.

Following the initial submittal review, and any subsequent interviews, the panel may establish a shortlist of candidates for further engagement if warranted. All Teams will be notified regarding their status upon final determination by the Commission.

Proposals for cost shall not be submitted at this time. After identifying the most qualified team for the Technical Advisor role, a proposal will be requested for the scope of services and terms for a 12-month period.

## 10) Review Process and schedule

The anticipated review process and schedule is as follows:

March 21 <sup>st</sup>	Advertisement of RFQ
April 21 <sup>st</sup>	Deadline RFQ submittal
April 22 – April 25	Submittal review and evaluation
April 28 – May 2	Firm interviews & second interviews (if necessary)
May 2 – May 8	Contract / terms negotiation and preparation
May 15	DWC Board Meeting / Contract Award

## 11) Available Resource List (provided upon requests following receipt of NDA)

- Alternative Water Supply Report (Draft), Carollo
  - *Board Presentation document*
- Technical Financial Memorandum (Draft), Raftelis
- TM 8 - Expanded Alternative Water System Study (Draft), Carollo
  - *Board Presentation document*
  - *Peer Review Document (Draft), Burns & McDonnell*
- TM 9 – Expanded Alternative Water Supply System Update (Draft)
- Master Services Agreement Contract Template

Any information shared in association with this RFQ is to be considered confidential and shall not be shared with any party beyond the requesting Firm.

## 12) Contact Information

All questions, inquiries, and request for information should be directed to:

**Paul D. May, P.E.**  
General Manager  
DuPage Water Commission  
600 E. Butterfield Road  
Elmhurst, IL 60126-4642  
(630) 834-0100  
[may@dpwc.org](mailto:may@dpwc.org)



PROPOSAL FOR  
DUPAGE WATER COMMISSION

# Owner's Technical Advisory Team

LAKE MICHIGAN REGIONAL  
SOURCE WATER PROJECT

*Prepared by: Consor North America, Inc.*

*April 21, 2025*

# Introductory Letter

April 21, 2025

**DuPage Water Commission**  
**Attn: Paul D. May, P.E., General Manager**  
600 E. Butterfield Road  
Elmhurst, IL 60126-4642

**RE: DuPage Water Commission - Owner's Technical Advisory Team for Lake Michigan Regional Source Water Project**

The DuPage Water Commission (DWC) has embarked on a mission to identify and secure the lowest cost, highest quality drinking water for its current and future customers of DuPage and Cook Counties. Once completed, the DuPage Water Commission will transform the way we manage Great Lakes water in Illinois. There is no achievement more important for public health and the economy of the northwestern suburbs than attaining a long-term, reliable, and safe water supply. We are excited for the opportunity to participate.

Our team understands and shares your vision to develop this critical supply effectively, cost efficiently, and in a timely manner. To answer your request, we have assembled a small team of highly qualified experts. Pete Mulvaney will lead the team, with support from John Mastracchio from Raftelis and Guy Carpenter from Woolpert; our team will be known as the DuPage Water Advisors, and we will serve as trusted advisors to DWC and its partners.

DWC is seeking advisory services to guide and support the Commission in its vision. This will include stakeholder engagement, project planning, evaluation of contracting options, communications, and procurement and project management support. The DuPage Water Advisors bring you:

**Proven Experience** - The DuPage Water Advisors have led and supported major infrastructure programs—as owners, advisors, and project engineers. We've done this before. And we're ready to bring hard-earned lessons and practical guidance to help your Lake Michigan Regional Source Water project succeed.

**Connected and Insightful Leadership** - Pete, John, and Guy bring deep connections across the water, infrastructure, and finance sectors. Whether it's tapping technical expertise, understanding stakeholder dynamics, or solving complex challenges, we know where to turn—and how to deliver.

**Trusted Advisors** - As trusted advisors, we offer both stability and momentum. We guide decision-making during times of uncertainty and help reduce risk by clearing the path for smart, timely investments.

Guy, John and I are senior leaders in our respective firms and in our industry. We are honored to be considered for this vital effort. The DuPage Water Advisors are ready to begin this journey with you—bringing clarity, confidence, and dedication to every step of the process. We look forward to partnering with the DuPage Water Commission to advance this transformational project and secure a sustainable water future for the region.

Sincerely,  
Conсор



Pete Mulvaney  
Lead Advisor

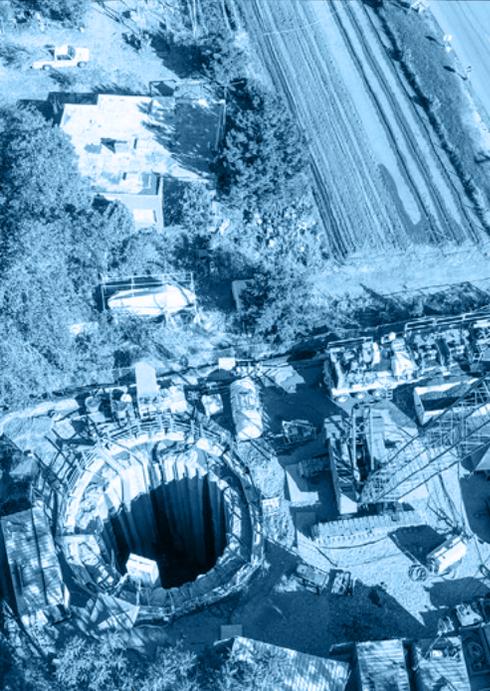
## CONTACT INFORMATION

**Pete Mulvaney, PE**  
p: 847.316.1498  
e: Pete.mulvaney@consoreng.com  
6505 Waterford District Drive,  
Suite 470  
Miami, FL 33126

## KEY SUBCONSULTANTS

Each subconsultant partner listed below is designated to be eligible for contracts awarded under subsequent procurements:

- Raftelis
- Woolpert



# Table of Contents

## Proposal

---

<b>INTRODUCTORY LETTER</b>	Precedes
<b>TABLE OF CONTENTS</b>	Current
<b>FIRM INFORMATION</b>	
Firm Background	3
Subconsultant Partners	4
<b>FIRM QUALIFICATIONS &amp; RELEVANT FIRM</b>	
<b>EXPERIENCE</b>	5
<b>PROJECT TEAM</b>	8
<b>PROJECT UNDERSTANDING</b>	
Understanding, Objective, Scope	12
Schedule	13
<b>PROJECT APPROACH</b>	16

## Appendix A

---

<b>RESUMES</b>	31
----------------	----

# Firm Information

*At Consor, we know that every drop makes an impact. That's why, for more than 45 years, we've specialized in the funding, planning, design, and construction management of water infrastructure.*

## FIRM BACKGROUND

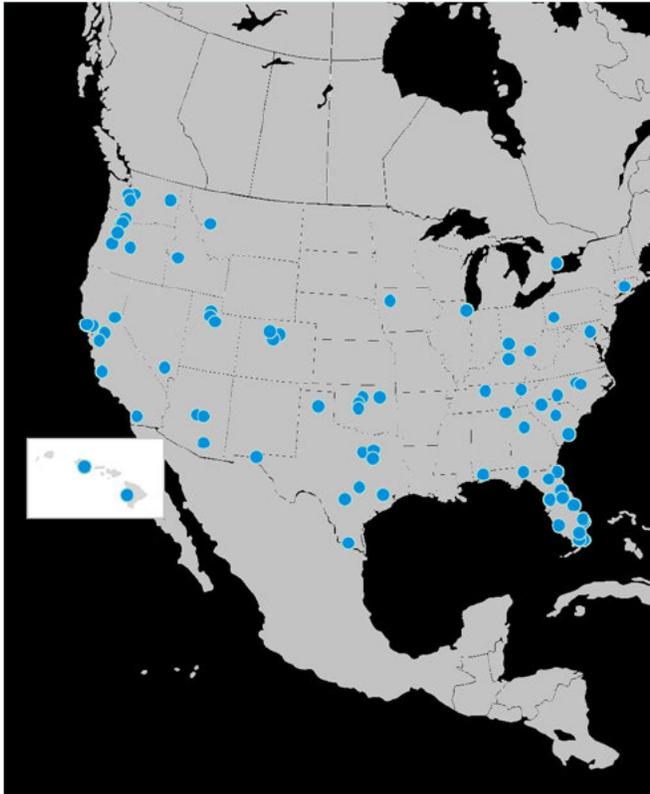


## Experts in Essential Public Water Facilities



For over 45 years, Consor has helped public agency clients identify sound solutions to their infrastructure needs in all areas of planning, analysis, design, and construction management. From the development of projects at the conceptual design level through the final site selection and design, we are experts in the pumping, treatment, storage, and transmission of municipal drinking water.

Our team members have helped guide communities similar to DWC's through the development of generational drinking water supply programs. We offer specialized experience and technical competence gained through decades of planning, implementing, and facilitating new initiatives for water utilities and municipalities. With Consor, DWC gains the **experience and capacity of a national firm**, paired with the **agility, responsiveness, and local insight of a trusted advisory team**. We tailor each approach to meet critical milestones and deliver high-quality results—efficiently and effectively.



Suite 470  
Miami, FL 33126

## CONTACT INFORMATION

**Pete Mulvaney, PE**

p: 847.316.1498

e: [Pete.mulvaney@consoreng.com](mailto:Pete.mulvaney@consoreng.com)

45 YEARS IN BUSINESS

99%  
of our work  
is for public  
agencies



NUMBER OF EMPLOYEES

1790



300+

WATER TREATMENT & SUPPLY PROJECTS  
FOR PUBLIC AGENCIES



94%

of our work is  
repeat business

## Areas of Expertise

- WATER SUPPLY PLANNING
- WATER INFRASTRUCTURE DESIGN
- CONSTRUCTION SERVICES
- ADVISORY SERVICES

## Our Keys to Project Success



RESPONSIVE CLIENT  
SERVICE



TEAM  
COLLABORATION



CREATIVE, PRACTICAL  
SOLUTIONS



ATTENTION TO  
DETAIL



## KEY SUBCONSULTANT PARTNERS



Founded in 1993, Raftelis provides trusted financial and management consulting services to public utilities and local governments. With a national team of 220 professionals—including 191 consultants and 29 support staff—Raftelis works side-by-side with organizations to develop financial policies, business processes, and customer rate structures that promote financial sustainability and equitable cost recovery—ensuring alignment with agency and community goals.

### Financial and Capital Planning

As infrastructure demands grow, local governments and utilities face the challenge of prioritizing limited resources. Raftelis helps agencies develop robust, flexible financial plans that:

- Forecast operations and maintenance (O&M) costs
- Evaluate funding strategies for critical capital improvements
- Project customer accounts and usage information
- Monitor long-term financial performance and sustainability

Their capital planning support also includes strategies to manage risk and ensure sufficient resources are available to meet both current and future needs.

### Utility Rate and Fee Affordability Analysis

Raftelis assists in designing and implementing affordability programs tailored to your community’s needs—while minimizing any administrative and cost impacts. They conduct a financial capability assessment at the utility level, so you can assess your ability to address growing needs for capital investment. There are a number of ways to ensure customer affordability, including implementing bill assistance programs, water efficiency programs, or by incorporating affordability programs directly into your rate structure.



Woolpert is a premier architecture, engineering, geospatial (AEG), and strategic consulting firm with more than 2,700 employees and 60+ offices across five continents. Woolpert partners with public, private, and government clients to deliver innovative, integrated solutions worldwide.

### Infrastructure & Geospatial Capabilities

Woolpert provides infrastructure capabilities spanning water, energy, transportation, and aviation services. In addition, Woolpert is a leader in geospatial capabilities worldwide, including aerial, bathymetric, and hyperspectral assessment services. Their experts are experienced in the planning and implementation of intakes/outfalls, pipeline alignment studies and designs, easement assessments and acquisition, pipeline condition assessment and rehabilitation, pump stations, and facilities. They also specialize in easement surveys,

acquisition, and have performed easement and corridor studies for numerous energy, water, transportation, and other linear infrastructure assets across the country.

### Specialized Bathymetric Mapping Services

Woolpert’s bathymetric mapping capabilities are highly specialized, and their team is uniquely qualified to support coastal and inland water projects. Their hydrographic professionals hold advanced degrees and certifications, including: professional land survey licenses, CG Captains Licenses, CDL and DOT certifications, extensive training, and certifications by the ACSM/THSOA. Their staff bring decades of professional experience acquiring multibeam, single-beam, side-scan, and sub-bottom sonar data in challenging coastal environments. The hydrographic surveys performed by Woolpert adhere to IHO, USACE and NOS Hydrographic Survey Standards and are supervised by certified hydrographers and professional land surveyors.

Woolpert’s unique blend of geospatial, bathymetric, infrastructure, easement, and strategic consulting services makes them an ideal partner for the Lake Michigan Regional Source Water Project. Their team is ready to support DWC in delivering this critical and future-focused water initiative.

# Firm Qualifications & Relevant Firm Experience

The Consor team has supported agencies throughout the country with drinking water supply programs. The following projects highlight our team's experience delivering similar conceptual engineering and owner's advisory services over the past five years.

## Willamette Water Supply Project

Tualatin Valley Water District, City of Hillsboro, & City of Beaverton, OR

**CONTACT:** Niki Iverson, Water Director • City of Hillsboro Water Department & Joint Water Commission • 150 East Main Street, Third Floor, Hillsboro, OR 97123 • p: 503.615.6770, 503.956.8914 • e: niki.iverson@hillsboro-oregon.gov

**HIGHLIGHTS:** Willamette River water supply project that includes an intake, new water treatment plant, transmission pipelines, and water reservoir • Similar communications and permitting related risks and mitigation • Communications and permitting support from early planning through design and construction

**KEY STAFF:** Libby Barg Bakke

Libby is the communications consultant team lead for the Tualatin Valley Water District, the City of Hillsboro, and the City of Beaverton's regional Willamette Water Supply Program, which includes a water treatment plant, 30+ miles of pipeline, and a water reservoir being constructed in Washington County over 10 years. Public engagement efforts on the project began during supply planning and continued the construction of the 30-mile pipeline, running through five communities and unincorporated Washington County. Outreach includes website development and maintenance; virtual and in-public open houses; community meetings and elected official briefings; monthly e-blast updates; articles in the community newspapers and city newsletters; direct mailings; educational video; construction communications; and groundbreakings and ribbon-cutting events. **This program benefited from a WIFIA loan attained early in the Program.**

### PROGRAM TIMELINE

Supply Studies  
(Communications)  
2012-2013

Preliminary Planning  
(Communications & Permitting)  
2014-2016

Design, Permitting,  
and Construction  
(Communications & Permitting)  
2016-2024

Anticipated system  
completion  
In Progress - 2026

## Hualapai Project Suite Program

Hualapai Tribe, AZ

**CONTACT:** Philip Wisely • Hualapai Tribe • 941 Hualapai Way Peach Springs, AZ 86434 • p: 928.715.8249 • e: philip.wisely@hualapai-nsn.gov

**HIGHLIGHTS:** Colorado River water rights • Congressional Authorization • 60 miles of watermain and treatment plant • CM/GC approach

**KEY STAFF:** Pete Mulvaney, Greg Hostetler

Consor currently serves as the design manager for the Hualapai Tribe's innovative project bundle, which is being delivered with CM/GC. The Hualapai Infrastructure Program is a transformational bundle of more than 30 projects that will be rapidly delivered to enhance the quality of life for all Hualapai and preserve their heritage for future generations. It includes projects for water, transportation, community recreation, and tribal facilities, as well as capacity building/planning, operations, and maintenance. Signature projects include a community recreation park, an administration building, a large BNSF railroad overpass, major roadway construction, a new veterans memorial, and the Grand Canyon Water Rights settlement agreement pipeline. These projects are estimated to have more than \$600M in construction and will be delivered over the next three to four years.

### PROGRAM TIMELINE

Signed Contract  
May 2024

Design Initiation  
May 2024

Recreation Park Ground  
Breaking  
June 2024

Administration Facility  
Ground Breaking  
Nov 2024

NEPA/EIS Kickoff  
Dec 2024

Program Completion  
Dec 2029

# Groundwater Supply Development Program

Rockwood Water People's Utility District (RWPUD)/City of Gresham, OR

**CONTACT:** Kari Duncan, General Manager, RWPUD • 19601 NE Halsey, Portland, OR 97230 • p: 503.665.4179 • e: kduncan@rwpud.org

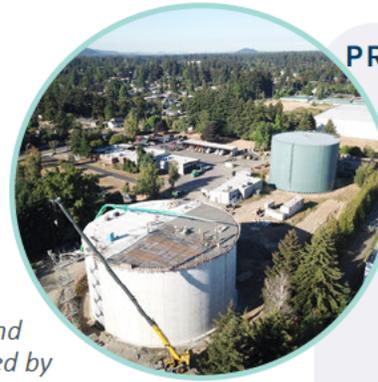
**HIGHLIGHTS:** New water supply system owned by RWPUD and Gresham • Independence from Portland water supply • Funded by WIFIA

**KEY STAFF:** Libby Barg Bakke

The Consor team represented the owners for one of the largest new water supply systems built in Oregon in the last 100 years. The Consor team was integral in the early planning and design projects with both RWPUD and the City of Gresham that set the stage for this \$120-million **WIFIA-funded water supply program**. Consor assisted the District with the development of the first three groundwater wells that validated the feasibility of a major regional groundwater supply. In 2018, Consor helped RWPUD and Gresham develop the Master Plan for the Cascade Groundwater Development Program. The program includes eleven wells, three water treatment plants to remove iron and manganese, miles of new transmission mains, new reservoirs, new and updated pump stations, and other system improvements necessary to allow RWPUD and Gresham to become water providers for their communities without having to purchase water from the City of Portland as they have since 1912.

The Program consists of nine project packages that will provide up to 30 MGD, operational in 2025. Consor has been involved in design and construction of seven of the nine packages.

- › **Package 1:** New well, new 6.0 MG reservoir, rehabilitation of an existing 4.0 MG welded steel reservoir, and multiple new large diameter water mains.
- › **Package 2A:** 8,000 LF of 16-inch diameter transmission main and 5,000 LF of 12-inch diameter distribution main
- › **Package 2b:** 14,000 LF of 24- and 36-inch diameter resilient DI transmission main, corrosion protection, and a tunnel under TriMet railroad tracks.
- › **Package 3:** New 141st Avenue Water Treatment Facility, rehabilitated reservoir, and pump station improvements.
- › **Package 4:** 30 MDG water treatment plant and pump station, 42-inch steel yard piping, backwash storage and discharge, a new vehicle storage building, emergency power generator, new SCADA and controls, and site improvements.
- › **Package 6:** New groundwater production well facility at Kirk Park and raw water transmission pipeline.
- › **Package 7:** Site improvements, new well, and associated piping to serve the City of Gresham.
- › **Package 8:** New North Meter Station for the City of Gresham and new transmission mains to connect the Package 2B pipeline to Gresham's Grant Butte Terminal Reservoir.



## PROGRAM TIMELINE

- Water System Master Plan 2004
- 30" Finished Water Transmission Main 2005
- Cascade Well No. 5 2008
- Cleveland Reservoir Rehabilitation & Booster Pump Station 2013
- Groundwater Development Master Plan 2018
- Grant Butte Reservoir & Pipeline Seismic Upgrade 2019
- Water System Master Plan Update In Progress
- Package 1 Design, Permitting, Bidding, & Construction 2022
- Package 2A Design, Permitting, & Bidding In Progress
- Package 2B Design, Permitting, & Bidding In Progress
- Package 3 Design, Permitting, & Bidding In Progress
- Package 4 Design, Permitting, & Bidding In Progress

# Bull Run Treatment Program Communications

Portland Water Bureau, OR

**CONTACT:** David Peters, PE, Engineering Manager • Portland Water Bureau, OR • 1221 SW 4th Ave, Portland, OR 97204 • p: 503.823.8462 • e: david.peters@portlandoregon.gov

**HIGHLIGHTS:** • *Portland's first water filtration plant* • *Strategic planning for EPA mandates*

**KEY STAFF:** Libby Barg Bakke

As part of a Program Management team, Consor leads communications for this \$2 billion, decade-long project. Consor's work includes the development of a communications framework plan, public opinion research, long-term communications planning, program messaging, and implementation of a full suite of communications tools, including monthly e-news updates, fact sheets, website content, postcards and mailers, community surveys, City Council presentations, **and supporting the development of the WIFIA Letter of Interest and organizing a press conference upon WIFIA loan closing.** The Consor team also plans and facilitates neighbor meetings and provides support for land use communications and outreach.



# Financial Feasibility of Alternative Water Supply Project

DuPage Water Commission

**CONTACT:** Paul May, General Manager • DuPage Water Commission • 600 E Butterfield Rd, Elmhurst, IL 60126 • p: 630.834.0100 • e: may@dpwc.org

**PROJECT HIGHLIGHTS:** • *Unit Water Cost Analysis review* • *Conceptual Financing Plan*

**KEY STAFF:** John Mastracchio, Tom Beckley

Raftelis was engaged by the DuPage Water Commission to prepare a conceptual financing plan to support DWC's Alternative Water Supply Project. Work entailed reviewing the anticipated project cost and timing and preparing a long-term conceptual financial plan that considered various financing options for the project, including IEPA Public Water Supply Loan Program, WIFIA, conventional municipal bonds, and alternative project delivery approaches like DBOF. The effort included weighing the advantages and disadvantages of these options and preparing financial modeling scenarios showing the projected annual cash flow needs and water rates that would be necessary to fund the cost of the project. The financial projections under various options were compared to a status quo scenario of continuing to purchase water from the City of Chicago. This analysis helped support a financial feasibility opinion regarding the Alternative Water Supply Project. Upon conclusion of the analysis, Raftelis supported DWC by presenting findings and results at a commission meeting.



# Project Team

*Regional experts you know and can trust to be with you from start to finish.*

We are proposing a small experienced team to earn the position of “trusted advisor”, but do know we have access to a deep stable of staff from our respective firms. Pete Mulvaney will lead this team, with Guy Carpenter as his Deputy. These two local leaders have worked together on large programs and policies, and are both well-known leaders in the industry. To round out the expertise needed to address the scope, we have selected Woolpert, a firm which complements Consor’s skills and culture, and Raftelis, the nation’s leader in infrastructure finance. We do not believe you need a large complex organizational chart for your advisors; only a few of the best, with demonstrated access to the rest.

## Organizational Chart

Resumes for our key staff can be found in Appendix A.

Ⓜ Key Staff

### Legend (Subconsultants):

- 1 - Raftelis
- 2 - Woolpert
- 3 - RailPro



## Workload Verification, Flexibility, and Availability of Assigned Personnel

Our team recognizes that workloads are not flat; at times, the project team will need to scale-up or scale-down depending on the workload and complexity of tasks. We understand this program may sometimes demand more than 40 hours per work week, and at other times, less. We have procedures and protocols to manage these fluctuations. Further, this team has anticipated serving DuPage Water Commission as advisors for some time, putting in place the necessary flexibility in our schedules. Future workload commitments of the team, as noted in more detail in the team member introductions below, will not adversely impact the capacity of selected individuals to provide for the identified services for the duration of the initial scope. Finally, we have each achieved a level of seniority that we have control over which clients and projects we serve, and we have all chosen DuPage Water Commission’s Lake Michigan Regional Source Water Project. **Our proposed personnel are committed to this project for the duration of the contract. Our key staff availability and commitment statements are included below.**

*Pete Mulvaney*

LEAD ADVISOR



**Experience:**

25 years

**Education:**

MBA, Business Administration, Kellogg School of Management

MS, Pollution Control, Civil, and Environmental Engineering, Pennsylvania State University

BA, Psychology, The University of Colorado

Leadership

### Availability and Commitment

**Pete**, the project lead, will be available up to 40 hours per week to the DuPage Water Commission – Lake Michigan Regional Source Water Project. Pete has a great deal of flexibility to scale up and down as needed. Pete is currently leading a water program for the Hualapai Tribe, and in anticipation of this opportunity, has instilled a succession plan for most of his responsibilities. This allows him to be up to 100% dedicated to the Lake Michigan Regional Source Water Project, and engage with the Hualapai as needed to balance his time.

### Essential capabilities of your Advisory team members

- Comprehensive understanding the Great Lakes, Lake Michigan, and the Illinois water paradigms
- Deep understanding of Chicago region’s hydrologic systems
- Relevant relationships with local expertise
- Understanding of the water politics between urban and suburban communities
- Proven leader of people and infrastructure teams
- Expertise in both design and construction of large complex infrastructure
- In-depth understanding of the regulatory process

*“This project has generational impacts on the dynamics of Illinois’ water management paradigm, it will drive changes that are much needed, and has the potential to serve as a model throughout the Great Lakes. I would consider it a privilege to be involved as DWC’s advisor, a responsibility that I feel prepared to accept.” - Pete*



**GUY CARPENTER, PE**  
DEPUTY ADVISOR

### Availability and Commitment

**Guy**, Deputy to Pete, will be available up to 30 hours per week for the DuPage Water Commission’s Lake Michigan Regional Source Water Project. Guy will augment our advisory leadership with his 30-year history of leading regionally transformative infrastructure projects, and provide a backup for Pete and team as needed.



**LIBBY BARG BAKKE**  
TECHNICAL ADVISOR

### Availability and Commitment

**Libby** will be available for up to 16 hours per week, with flexibility to provide up to 30 hours per week during the initial development of the communications plan and website. She will also support outreach implementation, and facilitate workshops and meetings so that stakeholder voices are heard, information is shared, and decisions are made.



**JOHN MASTRACCHIO**  
FINANCIAL ADVISOR

### Availability and Commitment

**John**, our lead Financial Advisor, will be available up to 32 hours per week to support and advise the DuPage Water Commission on the financial aspects of the project. John will be supported by Tom Beckley, who has prior experience working for DWC, and Chad Cowen, who is a financing advisor.

## Essential capabilities of your Advisory team members

### Leadership

- Large capital program management
- Stakeholder facilitation & governance
- Municipal utility operations
- Permit tracking and bird-dogging
- Regulation & policy development and implementation

### Communication

- More than 25 years of water strategic planning communications experience
- Public opinion research specialist
- Expert at building public support for large and complex water projects

### Finance

- Prior financial feasibility support to DuPage Water Commission
- Cost allocation evaluations for large water supply projects
- Transactional due diligence and financial risk analysis experience
- SEC Registered Municipal Financial Advisor Representative
- Financial planning, financing, and rate setting analysis support



**GREGG HOSTETLER, PE**  
PROFESSIONAL  
ENGINEERING

### Availability and Commitment

**Gregg** Gregg is committed to this project and will be available up to 20 hours per week, but anticipate variation in the daily workload. He has a track record of success delivering exceptional results, with proven leadership on multiple complex projects and programs nationwide. He is a nationally recognized subject matter expert and owner advisor for alternative contracting methods and a co-founder of the Strategic Project Delivery Institute (SPDI). Gregg served as the Assistant Public Works Administrator for Osceola County, Florida, where he played a lead role in delivering hundreds of millions of dollars of infrastructure improvements. The program was touted as the “most rapidly deployed” program in the nation by Public Works Magazine and similar publications.

## Essential capabilities of your Advisory team members

### Program & Contract Design

- Subject matter expert for alternative contracting and strategic project bundling
- Expert communicator, facilitator, and trainer
- Co-author, NCHRP Report 787, Guide for Design Management on Design-Build and CM/GC Projects
- CM/GC SME for FHWA’s Resource Center
- National presenter/speaker on alternative contracting methods and related topics



### Our Key Subconsultant Partners

Conсор will be the prime contract holder, and DWC need only to contract with Conсор. **Conсор has a teaming agreement with Raftelis and Woolpert; each will subcontract with Conсор upon selection.** As mentioned, other standing agreements exist to facilitate services, if needed. For example, Conсор has pre-existing contracts with a web hosting platform, relevant legal services (experience in developing programs and IGAs) and appropriate access to railroad advisors as needed.



# Project Understanding



## PROJECT OBJECTIVES

The Water Commission Act of 1985 granted the DuPage Water Commission (DWC) the authority to finance, design, construct, and operate a Lake Michigan-to-DuPage County water supply system. The DWC now aims to construct all necessary infrastructure to provide its own water from Lake Michigan and meet the quality requirements of its customers. A preliminary study estimates the midrange capital costs for the new Source Water program to be approximately \$3.5 billion, and studies to date conclude that the projected unit costs will be lower if the Commission operates its own system rather than continue the purchase of water from the City of Chicago.

The objective of the Lake Michigan Regional Source Water Project (Project) is to provide DWC with control of its water supply and their customers secure, affordable, and reliable water. In the process, the DWC will also bring water resilience to the north and west suburbs of Chicago, Illinois, inclusive of large portions of Cook County.



**SCOPE** - Our team acknowledges and respects the magnitude of change the Lake Michigan Regional Source Water Project represents for DWC and the management of water within Illinois. The Lake Michigan Regional Source Water Project is consistent

with a national trend of suburban communities emerging as economic centers with a growing capacity to procure and operate large infrastructure projects. This trend provides suburban leaders with more control and reduces their reliance on aging urban centers. In the case of DWC, it has been demonstrated that continued reliance on water service by the City of Chicago will be more expensive to rate payers in the service area. Opportunities for community and economic development in the service area will be supported by new, reliable water infrastructure, and the municipalities served by the DWC will not be beholden to whatever policy and cost sharing impositions are determined solely by an external water supply provider.

The Project will involve a new intake tunnel from Lake Michigan (potentially via the Village of Glencoe), a treatment plant in Northbrook, a supply tunnel, potentially within the Union Pacific Railroad's right-of-way and other significant land holders, and potential interconnects with partners such as the North Suburban Municipal Joint Action Water Authority (NSMJAWA).



## DUPAGE WATER ADVISORS (DWA)

**Our team, collectively known as the DuPage Water Advisors (DWA),** will strategically guide the DWC as it executes its vision to shift from purchasing potable water to extracting and treating raw water for wholesale distribution. The DWA will leverage its extensive knowledge and experience, and when necessary, identify and secure the best expertise to provide thoughtful, defensible, actionable, and timely advice to the DWC.

The DWA will serve as a sounding board for DWC leadership and a springboard to accelerate the Lake Michigan Regional Source Water Project. As a sounding board, our job is to listen, reflect, and offer thoughtful advice leading to sound decisions. As a springboard, we will augment the capabilities of the DWC with expertise that can be quickly called to action and competently execute tasks.



**SCHEDULE** - In March 1984, the DWC signed a 40-year agreement to purchase water from the City of Chicago for redistribution in DuPage County. The

DWC's customer base and water supply services have increased steadily, including to customers outside DuPage

County, and in FY2024, the DWC delivered approximately 30 billion gallons of water to its customers. On February 16, 2024, the DWC exercised its option to renew the Chicago Contract for an additional 17 years, extending it until March 19, 2041. The DWC also extended its Water Purchase and Sale contract with its customers, to continue the provision of Lake Michigan drinking water until February 24, 2064. Under the City of Chicago contract, the DWC is required to purchase a minimum of 50% of their maximum capacity and the full water supply for its customers.

Our team is prepared to meet the RFQ task deadlines and strive to exceed those deadlines if procurement concludes by May 14 and the stakeholders are available to meet and respond to the DWC schedule.

There are three components that the DWA will bring to help expedite this project: (1) early trust building (2) establishing guiding principles (3) rapid and flexible contracting.

At first, the team will be building trust with the DWC board and key stakeholders through proper planning, communication, and execution of the early technical tasks. We propose that Pete Mulvaney, our proposed project manager, be present, onsite, up to five days a week. In this way, Pete will be available to more rapidly align with the DWC, demonstrate our commitment, and initiate the early tasks efficiently and effectively.

.....

While we are accustomed to using various platforms for remote meetings, early interactions are best accomplished face to face. Trust is the bedrock of successful execution; trust breeds collaboration which, in turn, stimulates innovation.

One approach to facilitating timely decisions is to establish principles that guide all actions and discussions throughout the project lifecycle. Establishing, sharing, and committing to a set of principles can coalesce the team more quickly, eliminate distracting discussions, and provide a playbook for dispute resolution. Further, a set of principles can help establish a healthy culture for the team, which will carry on throughout the organization. Anticipated principles include:

- Transparency
- Expediency
- Creativity
- Courage

Third, the DWA is primed to start addressing the foreseen tasks with our stable of experts, and we are aware that the activities of the DWA must evolve with the project. Further, we acknowledge that surprises may come where we need additional capacity or expertise. We are confident in our assertion that we have the best possible assemblage of relationships and networks in the market with flexible contract processes to add any expertise needed to match unforeseen needs.

## TECHNICAL ADVISOR SCHEDULE

Task	Activity	2025								
		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>01</b>	<b>Conduct / Update Business Plan</b>	[Orange bar spanning May to August]								
	Review prior effort and analyze current information	[Blue dot]								
	Draft business plan	[Blue bar]								
	Review with client		[Blue dot]							
	Second draft			[Blue dot]						
	Second Review				[Blue dot]					
	Finalize for board approval in Word and PPT				[Blue dot]					
<b>02</b>	<b>Prepare Communications/Outreach Plan</b>	[Orange bar spanning May to August]								
	Research and Prep	[Blue bar]								
	Create messaging that resonates with the public and elected officials.	[Blue bar]								
	Documenting the Plan (Draft and Final)			[Blue bar]						



Task	Activity	2025									
		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
03	<b>Prepare Concept governance structure alternatives document</b>	[Orange bar: May to Aug]									
	Stakeholder meetings	[Blue bar: May to Aug]									
	Drafts	[Blue bar: May]		[Blue bar: Jul]							
	Reviews		[Blue bar: Jun]		[Blue bar: Aug]						
04	<b>Facilitate development and management of project website</b>		[Orange bar: Jun to Sep]								
	Coordination and Drafts		[Blue bar: Jun]		[Blue bar: Jul]						
	Approvals			[Blue bar: Jul]		[Blue bar: Aug]					
05	<b>Prepare project risk register</b>	[Orange bar: May to Aug]									
	Establish format	[Blue bar: May]									
	Updates	[Blue bar: May]	[Blue bar: Jun]	[Blue bar: Jul]							
06	<b>Prepare conceptual financing plan</b>	[Orange bar: May to Aug]									
	Draft	[Blue bar: May]	[Blue bar: Jun]	[Blue bar: Jul]	[Blue bar: Aug]						
	Review		[Blue bar: Jun]	[Blue bar: Jul]							
07	<b>Facilitate vendor selection for water intake siting activities:</b>			[Orange bar: Jul to Dec]							
	Prepare bathymetry survey scope and release RFP			[Blue bar: Jul]	[Blue bar: Aug]						
	Select and contract with vendor				[Blue bar: Aug]	[Blue bar: Sep]					
	Prepare and submit Lake bottom geotechnical sampling permit					[Blue bar: Sep]	[Blue bar: Oct]				
08	<b>Commence route validation / easement introduction meetings</b>	[Orange bar: May to Aug]									
	(i) Union Pacific RxR	[Blue bar: May]	[Blue bar: Jun]	[Blue bar: Jul]	[Blue bar: Aug]						
	(ii) Botanic Gardens		[Blue bar: Jun]	[Blue bar: Jul]	[Blue bar: Aug]						
	(iii) Cook County Forest Preserves	[Blue bar: May]	[Blue bar: Jun]	[Blue bar: Jul]	[Blue bar: Aug]						
	(iv) IDOT	[Blue bar: May]	[Blue bar: Jun]	[Blue bar: Jul]							
	(v) IL Tollway	[Blue bar: May]	[Blue bar: Jun]	[Blue bar: Jul]							
09	<b>Facilitate coordination meeting with ACOE/IDNR regarding water intake</b>	[Orange bar: May to Aug]									
	Prepare and schedule		[Blue bar: Jun]	[Blue bar: Jul]							
	Facilitate					[Blue bar: Sep]					
10	<b>Prepare project delivery/program management alternatives document</b>			[Orange bar: Jul to Dec]							
	Draft			[Blue bar: Jul]	[Blue bar: Aug]	[Blue bar: Sep]	[Blue bar: Oct]	[Blue bar: Nov]	[Blue bar: Dec]		
	Review				[Blue bar: Aug]	[Blue bar: Sep]	[Blue bar: Oct]	[Blue bar: Nov]	[Blue bar: Dec]		



Task	Activity	2025								
		May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>11</b>	<b>Commence preparation of NEPA submittal documents</b>	[Orange bar spanning May to Dec]								
	Scoping meetings + prep (@4 )		[Blue bar]							
	Agency meetings (@2)			[Blue bar]						
	Internal Strategy		[Blue bar]		[Blue bar]					
	EIS RFP creation and consulting selection					[Blue bar]				
	Preparing visual aids	[Blue bar]				[Blue bar]				
	Planning and design Coordination with the designers								[Blue bar]	

**INTERMEDIATE ACTIVITIES SCHEDULE**

Task	Activity	2026												
		J	F	M	A	M	J	J	A	S	O	N	D	
<b>A</b>	<b>Lake bottom geotechnical sampling/ cores</b>		[Dark blue bar]											
	Facilitate Permit Process		[Dark blue bar]											
	Provide RFP Solicitation and Selection		[Dark blue bar]											
	Sampling					[Dark blue bar]								
	Interpretation of results						[Dark blue bar]							
<b>B</b>	<b>Select Program Management firm</b>	[Dark blue bar]												
	Workshops / strategy	[Dark blue bar]												
	Define Selection Committee and Criteria			[Dark blue bar]										
	Definition of scope and contract type		[Dark blue bar]											
	Solicitation and selection including interviews				[Dark blue bar]									
<b>C</b>	<b>Identify Construction Paradigm</b>	[Dark blue bar]												
	Prepare summaries	[Dark blue bar]												
	Workshops		[Dark blue bar]											
	Final Decision			[Dark blue bar]										
<b>D</b>	<b>Facilitate preparation of preliminary documentation for "joint permit" application to Army Corps of Engineers</b>						[Dark blue bar]							
	Permit Assessment and Coordination						[Dark blue bar]						[Dark blue bar]	
	Client Coordination Meetings							[Dark blue bar]			[Dark blue bar]			
	USACE meetings								[Dark blue bar]			[Dark blue bar]		
	Coordination with the designers									[Dark blue bar]		[Dark blue bar]		
	Preparation and submittal of permit application											[Dark blue bar]		

# Project Approach

Pete Mulvaney will lead the DWA, and be supported by senior technical and financial advisors, selected for their specific and relevant expertise as well as their proven character and willingness to commit to this project. This advisory team, described in the **Project Team section** is available and fully committed to this project. John Mastracchio is intimately familiar with the project and the DWC leadership as he led the prior financial analysis task during the feasibility stage of the project. Pete, our Lead Advisor, and Libby our Communications Lead, have each presented to the DWC leadership and other program stakeholders, and Pete has been involved in topical discussions since the conception of an alternate water supply for Chicago's suburbs. DWA's history with the project will greatly reduce the typical ramp up time common to complex projects.

Conсор is committed to making Pete 100% available to DWC, and we suggest having a small workspace onsite if available. This proximity will improve communication, help Pete to "read the room" as various stakeholders engage with the DWC, and enable spontaneous face-to-face conversations that so often lead to beneficial ideas.

A formal kickoff meeting will establish initial expectations and facilitate introductions. Immediately afterwards, the DWA will prepare a project charter and establish a meeting cadence. To facilitate timely completion of the activities described below, the team will develop and maintain a Project Charter that clearly defines the:

- Guiding principles and project goals
- Roles, responsibilities, and communication plan, including a Responsible, Accountable, Consulted, and Informed (RACI) matrix
- Data management and file sharing strategy and tools
- Quality, schedule, budget, and risk management approach
- Conflict resolution and escalation plan

Immediately after the kick-off meeting, the DWA will also initiate standing programmatic meetings, and associated attendance, agendas, and meeting notes, that might include:

## Weekly Monday Status Meetings with the DWC leadership

- In-person meetings preferred, especially early on, with video conferencing as needed
- Candid and transparent dialogue (requires trust)
- Debrief activities from the previous week
- Set expectations for the upcoming week
- Identify, share, and problem solve scope, budget, schedule, risk, and technical challenges

## Monthly Friday Free Space meeting for the Executive Director and DWA (inclusive)

- Creative and candid session to identify unforeseen challenges and brainstorm potential solutions

## Section 7 Task Meetings - Kickoff meeting for each task identified in the RFQ

- Discussion of appropriate topical details

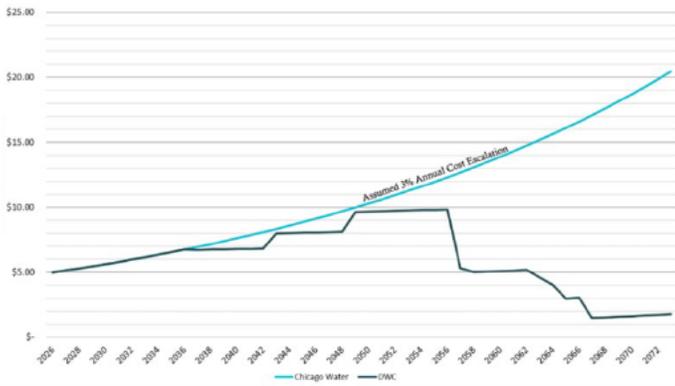
All meeting schedules, agendas, and notes will be contained within a single OneNote "binder" and will be kept on a secure and sharable platform such as SharePoint. This model has proven beneficial to program/project teams who have only one file to access all meeting records.



## TASK ONE: CONDUCT / UPDATE BUSINESS PLAN (TARGET DELIVERY AUGUST 1, 2025)

This task involves updating the conceptual financial plan for the Alternative Water Supply Project that Raftelis completed in October 2023. The updated business plan will be comprised of a financial analysis and risk assessment. The financial analysis will incorporate the latest anticipated project capital and operations & maintenance ("O&M") costs associated with the project into a long-term cash flow projection for the project. We will update the review and selection of capital funding and financing alternatives associated with the project and will also consider and evaluate the share of costs attributable to DWC and other municipal partners that may participate in the Alternative Water Supply Project. The financial analysis portion of the business plan will compare the updated financial plan and cash flow projections with the status quo scenario. We will also calculate anticipated water rates that would be necessary to generate sufficient revenues to pay for the projected O&M and capital revenue requirements of the project.

Figure 1. Projected Water Unit Costs – DWC vs. City of Chicago Conceptual Financing Plan for Expanded Water Supply Project



**TASK 02: PREPARE COMMUNICATIONS / OUTREACH PLAN (TARGET DELIVERY AUGUST 1, 2025)**

Our team has extensive experience in all phases of community engagement, handling multifaceted, dynamic, high-profile, and high-stakes assignments that often span a decade or more. These projects represent significant investments and generate high levels of interest from the public, stakeholders, and agencies. Our long-standing experience benefits our clients by supporting their communication efforts to help mitigate risks of delays and cost increases due to public opposition. Effective communication lies at the heart of successful community engagement. It’s not just about talking but also listening. Consor’s team consists of experienced communicators who rely on research-based methods to gauge public sentiment, address key concerns, and craft impactful messaging. External communications are equally important to internal communications, and our communication plan will include guidance for both.

The DWA will also prepare a risk analysis that identifies the uncertainty of parameters that may have financial consequences for DWC, such as capital construction costs, schedule extensions, interest rate risk, water consumption variability, etc. In addition to identifying these and other risks, we will assess their likelihood of occurring and identify risk mitigation strategies to address these risks. We will also complete additional financial modeling that will show the financial impact to DWC of incurring the upside and downside risks associated with the Project.

**DELIVERABLE:**

A draft business plan report will be prepared for DWC review. Upon receipt of comments from DWC, we will prepare and provide DWC with a final version of the business plan.

**Elements of the Plan may include:**

- Revised Program Purpose & Objectives Statement
- Updated Business Case Technical Memorandum
- Business Case Presentation for Internal and Partnering Sessions with Stakeholders

**SCHEDULE, LEVEL OF EFFORT:**

Task	Hrs	2025		
		M	J	J
<b>Task 01 - Conduct / Update Business Plan</b>	<b>320</b>			
Review prior effort and analyze current information		■		
Draft business plan		■		
Review with client			■	
Second draft				■
Second Review				■
Finalize for board approval in Word and PPT				■

**Willamette Water Supply**  
*Our Reliable Water*

**RELIABILITY**  
Multiple water sources provide reliability to meet community needs and protect public health. If one source is restricted or unavailable, another source can be used.

**QUALITY**  
Water from the Willamette River will be cleaned and filtered to exceed all federal and state drinking water quality standards.

**VALUE**  
Developing an additional water supply through a partnership supports the region's plans for responsible growth within urban growth boundaries.

[www.OurReliableWater.org](http://www.OurReliableWater.org)

Our **external approach** will be tailored to meet the needs of the DWC. We will start by listening to your interests and ideas, and in the process, we will map the stakeholders, begin to frame key messages, identify channels of communication, and define the key themes appropriate for this project. We will be informative but not too loud. To better understand the audiences and find the right voice, we can apply any of the following tools as needed:

- Focus group facilitation
- Public opinion research
- Live and virtual polling
- Online surveys
- Stakeholder interviews

In our experience, engaging in some of these relatively low-cost efforts provide tremendous value in creating messaging that resonates with the public and elected officials.

Once we have a solid consensus of how to frame the key issues, we can begin to brand the project. Branding is one way to create buy-in with the DWC partners, and shift the focus from DWC to the partners, customers, and team delivering on this vision. Branding is also important for selling the values of this project to political groups or activist and community groups, providing the DWC the opportunity to manage the narrative. The right approach will emerge as we study the landscape of stakeholders.

Internally, (DWA, DWC, and key partners such as the NSMJAWA and Glencoe) our approach is based on the successful delivery of programs and advisory services across the country. In this case, as the project is in early stages, we will pay particular attention to communications that create a sense of partnership and ownership across the key stakeholders. It is important to build that sense of buy-in from stakeholders before broadcasting to the public sphere. We will establish clear lines of communication, clear expectations, and access to timely and current information.

For issues that have legal, business, and external implications, DWA will have formal channels of communication. These channels are likely to run exclusively between Pete and the DWC Executive Director. However, for working meetings, and for task level work, communication between DWC and DWA will be informal to promote total transparency and expediency.

All meeting notes, decisions and action items will be documented on the project OneNote and hosted on a secure site such as OneDrive or SharePoint. Access to specific pages and files can be controlled if or when necessary.

**DELIVERABLE**

The Communications Plan will encompass both external and internal communications. The Communications Plan will articulate the expectations, strategies and channels, key messages, schedule, and assessments. We will draft an initial document for review by the DWC leadership team and update the plan as the project evolves.

**LEVEL OF EFFORT / SCHEDULE**

	Hrs	2025		
Task 02 - Prepare Communications/Outreach Plan	135	M	J	J
Research and Prep		█		
Create messaging that resonates with the public and elected officials.			█	
Documenting the Plan (Draft and Final)				█



**TASK 03: PREPARE CONCEPT GOVERNANCE STRUCTURE ALTERNATIVES DOCUMENT**



*The DuPage Water Advisors has, under contract, access to the legal team which established all the Willamette Water Supply Program agreements from initial concept to ongoing operations.*

**Ongoing, target September 2025**

Without a strong governance structure, partners are open to risks, erosion of trust, and confusion. Whereas good governance establishes authorities, responsibilities, and clear legal roles leading to structured frameworks for decision-making, transparency, cost share, and protection of investments, as well as an exit ramp in the unlikely event one party needs renege on the agreement.

The DWA will start with a review of existing governance within the DWC and it partners to understand the historic and current relationship with its partners. DuPage Water Advisors will also summarize and share a survey of other program approaches / intergovernmental agreements and other governance structures established to initiate, execute, and operate large infrastructure. Examples will come primarily from the water industry but may include transportation and or gas examples if they have relevant lessons to inform the team. While this will be a concerted effort to initially populate examples, it will also be a live document that we continuously update with examles from planning, construction, and operating phases.

Also, if desired, the DWA will facilitate discussions with the appropriate stakeholders to establish the foundations of an agreement- be they customer, partner, owner , or other interested party.

**DELIVERABLE**

A Technical Memo delivered in Word and PDF, that describes various options and examples of governance for each of the identified agreements. For example, the ownership and governance of the intake may be different from the treatment plant, the governance of the construction phase will be different than the governance of the operations phases, and it may be necessary to create a governance document between the DWC and the incoming Program Management team.

**LEVEL OF EFFORT / SCHEDULE**

	Hrs	2025			
		M	J	J	A
<b>Task 03 - Prepare Concept governance structure alternatives document</b>	<b>220</b>				
Stakeholder meetings		[Gantt bar]			
Drafts		[Gantt bar]		[Gantt bar]	
Reviews			[Gantt bar]		[Gantt bar]

- Develop and leverage project-specific branding and graphics
- Build a structure that is simple and user-friendly, yet flexible enough to grow with the program
- Craft clear, accessible language that communicates the program’s mission, progress, and value
- Tell the story of the program through consistent messaging and compelling visuals
- Develop processes for creating, updating and approving content
- Verify that content is up to date and accurate

**DELIVERABLE**

A functional, live, branded website appropriate for the Lake Michigan Regional Source Water Project.

**LEVEL OF EFFORT / SCHEDULE**

	Hrs	2025			
		M	J	J	A
<b>Task 04 - Facilitate development and management of project website</b>	<b>100</b>				
Coordination and Drafts			[Gantt bar]		[Gantt bar]
Approvals				[Gantt bar]	[Gantt bar]

 **TASK 04: FACILITATE DEVELOPMENT AND MANAGEMENT OF PROJECT WEBSITE**

 **TASK 05: PREPARE PROJECT RISK REGISTER**

**Target delivery: September 2025**

The DWA has developed successful program websites for major infrastructure programs across the country. Through this work, we’ve seen how impactful a centralized, purpose-built website can be for keeping partners, stakeholders, and the public informed, up to date, and aligned. Rather than embedding program content within a larger agency site—where information can get lost, diluted, or is hard to find—we recommend developing a dedicated program website that is a centralized source of program-related information. This approach provides a single, reliable source of truth for all program-related information, providing clarity, consistency, and accessibility across updates, documents, and announcements. Our team will work hand-in-hand with the DWC team to:

- Define the purpose, goals, and user experience of the site



*A good risk register addresses risks related to design, geotechnical, environmental, utility, design survey, construction staking, traffic management, climate/weather, construction phasing, long-lead purchase items, material availability/proximity, schedule, budget, cost escalation, political, public involvement/communication, and other issues.*

**Target delivery: September 2025**

The first line of defense against risk is sound decision making. Seeking and hiring a qualified team of advisors is a strong step towards improved decision making, and a risk register augments the team with a tool to assist in retiring or mitigating the known risks and contingency planning for unknown risks.

Risk registers are a great tool to help the team identify, quantify, and manage project risks. When used properly, risk registers are powerful tools for the planning, design, and construction of infrastructure. In the planning phase, risk registers can help identify critical paths, improve coordination, and stimulate better designs. In the design phase, the risk register can identify cost, supply chain, operational, and constructability concerns with enough time to mitigate the impacts. During the construction phase, the risk register is likely to add crew safety, schedule conflicts, and contractor / vendor conflicts to the above. But, equally important, is that the risk register has a companion “innovation register”. This is the documentation of ideas, processes, or technologies that help to reduce costs, save time, or lower risks.

Each item on the risk register will be assigned a “risk rating,” which is comprised of a severity of impact factor and probability of occurrence factor. The risk rating informs the team as to the level of attention the risk item warrants. Each risk item will be assigned a champion for a single point of accountability. In some cases, the risk champion may organize an innovation committee to develop a strategy to either retire or mitigate the risk.

The second tier of risk mitigation is the facilitation of clear and effective communication coupled with documentation. The DuPage Water Advisors suggest a single risk register tool, available to the full team, to be open and updated during every relevant meeting. Many teams will update a risk register during a pre-scheduled risk meeting. However, we have found that to be effective, it is far more powerful when the risk register is open and updated during the project working sessions.

The third element is having the trust and courage to raise these risks with the team and taking appropriate measured action. Tracking is simply not enough. The DWA will assign action items, follow-up, and drive actions to reduce risks. In time, the Program Manager will be leading the risk register. Under the Program Manager, the risk register should inform capital cost contingencies and construction schedule impacts. A best management practice is to develop the discipline to utilize risk management tools and create a culture that the Program Manager can follow and enhance.

**DELIVERABLE**

The deliverables will be a risk register tool, delivered and updated in Excel or, if desired, from an industry project management software. The risk register will be updated, and can be used for this advisory scope, or the program as a whole.

**LEVEL OF EFFORT / SCHEDULE**

	Hrs	2025				
Task 05 - Prepare project risk register	60	M	J	J	A	S
Establish format		█				
Updates			█	█		



**TASK 06: PREPARE CONCEPTUAL FINANCING PLAN**

**Target Delivery: September 2025**

The DWA will update the evaluation of the use of different financing options that Raftelis considered in its October 2023 memorandum prepared for the DWC. As part of the conceptual financing plan update, we will identify viable financing options, such as the use of a combination of Illinois Environmental Protection Agency (IEPA) Public Water Supply Loans, Water Infrastructure Financing and Innovation Act (WIFIA) funding, and conventional municipal bond financing using Revenue Bonds. We will examine the advantages, disadvantages, and suitability of these financing options considering the anticipated cash flow needs of the project and the timing of incurring project expenditures and the receipt of revenues from the DWC’s sale of water. We will select up to three potentially viable funding and financing options and prepare a cash flow and water rate projection for each of these options.

**DELIVERABLE**

The results of the conceptual financing plan will be either incorporated into the business plan report as described in Task 1 or a separate conceptual financing plan report will be provided to DWC, if desired.

**LEVEL OF EFFORT / SCHEDULE**

	Hrs	2025				
Task 06 - Prepare conceptual financing plan	220	M	J	J	A	S
Draft		█	█	█	█	
Review			█	█		



**TASK 07: FACILITATE SELECTION OF CONTRACTOR/VENDOR(S) FOR WATER INTAKE PRELIMINARY SITING ACTIVITIES:**

- Lake bottom / bathymetry survey (target activity August/September 2025)
- Lake bottom geotechnical sampling permit submittal (target December 2025)



*DWA has the in-house capability to perform bathymetric surveys, operating their own water and aircraft with the most current technology.*

To facilitate the selection on specific and niche expertise, several elements are necessary. One is the awareness of where and how to find the firms serving this market. On that front, the DWA can tap a tremendous network and personal relationships. We have done some preliminary investigation into this and have a draft list of firms with relevant qualifications, not the least is our team-member Woolpert.

The second element to succeed is preparing a scope and procurement process attractive to the market. The DWA teammates have prepared dozens of RFPs as owners and / or consultants for the successful procurement of services.

The third element to successfully procure these services is being able to understand the respondents' value proposition. This requires a degree of understanding the technical details, ability to communicate these details, and bridge any divide between parties. This becomes especially important if there is a proposed innovation or a discrepancy between the vendor submittals. There is no doubt that poking a hole in the bottom of Lake Michigan will require permits. The DWA will facilitate the process, leverage relationships and work with the vendor to meet the schedule and budget.

**DELIVERABLE:**

Highly qualified vendor under contract and all environmental clearances / permits obtained.

**LEVEL OF EFFORT / SCHEDULE**

	Hrs	2025											
		M	J	J	A	S	O	N	D				
<b>Task 07 - Facilitate vendor selection for water intake siting activities:</b>	<b>120</b>			[Gantt bar spanning July to December]									
Prepare bathymetry survey scope and release RFP				[Gantt bar spanning July to August]									
Select and contract with vendor					[Gantt bar spanning September to October]								
Prepare and submit Lake bottom geotechnical sampling permit						[Gantt bar spanning November to December]							



**TASK 08: COMMENCE ROUTE VALIDATION / EASEMENT INTRODUCTION MEETINGS**



*The DWA has strong relationships with railroad advisors (RailPro), and suburban oriented lobby teams with access to Cook County leadership (Cozen O'Connor Public Strategies). Both have confirmed their availability and interest in advising if the need arises.*

Although the technical elements of this project will be important, we know success depends on the communication and framing of the easement conversations. Our advisory team will be there as a coach and will bring relationships to gain success. We will provide visual aids for clear communication, strategic planning expertise, and a willingness to collaborate to reach an acceptable negotiation. Of all the tasks, this will be most dependent upon relationships and stakeholder management.

The importance of these stakeholder meetings cannot be overemphasized. DWC's ability to provide clear, timely information—and to remain responsive and consistent throughout these discussions—will be essential to establishing stakeholder confidence in the proposed alignment. Without that confidence, momentum toward design may stall, directly impacting the project schedule.

We will work collaboratively with the DWC lobbyists, who likely have started relationship building with the RR, IDOT and Tollway. This task will take a series of meetings with each stakeholder; at times, the DWA may suggest a strategic ally to join us in meetings with the targeted agency.



**TASK 09: FACILITATE COORDINATION MEETING WITH ACOE/IDNR REGARDING WATER INTAKE**

**Target Delivery: October 2025**

The US Army Corps of Engineers (USACE) and Illinois Department of Natural Resources (IDNR) are typically amenable to preliminary and preparatory meetings. It will be important to elicit their feedback and learn as much as possible regarding their design expectations, and how the design may impact permitting processes. We will also want to explore their schedule and approval process in the subsequent NEPA and permit submittals.

With the IDNR, we want to explore any implications to state water allocations, and if the intended design and/or ownership models affect DWC customers through the IDNR LMO-2 reporting.

The IDNR has regulatory authority pursuant to the RIVERS LAKES AND STREAM ACT OF 1911 [615 ILCS 5] and, IDNR/OWR Part 3704 “Regulation of Public Water” Rules. These regulations identify specific project types (such as shoreline protection, dredging, harbors, etc.) but do not specifically call out intakes. On Lake Michigan, the IDNR/OWR issues a joint permit with the Illinois Environmental Protection Agency (IEPA).

Part 3730 also provides the IDNR Office of Water Resources Division authority to allocate water from Lake Michigan. Allocations are made through a hearing and order procedure. Entities receiving an allocation of Lake Michigan water receive an allocation permit.

To be clear, our understanding of this task is specifically related to design feedback on the intake vs engaging with these agencies for either the NEPA or 404 “joint application” processes discussed further in this response.

**DELIVERABLE**

The DuPage Water Advisors will prepare materials for this meeting, schedule, and document the outcomes for use in subsequent steps and any ongoing dialog with stakeholder regarding the intake.

**UNION PACIFIC RR**

Conсор has significant railroad experience across the country. Locally, Pete has strong relationships with RailPro a well-known railway consultant with strong relationships to the Union Pacific Railroad, which can be leveraged if needed.

**BOTANIC GARDENS**

Pete is a member, regular visitor, and has personal and professional relationship with the current CEO and other staff which may help initiate dialog with an open mind.

**COOK COUNTY FOREST PRESERVES**

With the upcoming 2026 Cook County election, it will be important for DWC to proactively shape the narrative around the Lake Michigan Regional Source Water Project. Engaging early and communicating transparently will help build understanding and support for the project’s long-term benefits. The DuPage Water Advisors can recommend additional outreach efforts and identify influential advocates who are well-connected within the current Cook County leadership.

**IDOT**

IDOT is an agency in change with many competing priorities, DuPage Water Commission will need to identify an IDOT priority to advance their agenda.

**IL TOLLWAY**

The Illinois Tollway has had several recent transitions, all attempting to find more efficiency. Their construction team is filled with consulting firms, and the DWA may be able to gain access to appropriate leadership for initial conversations that complements the relationships of the DWC lobbyists.

**DELIVERABLE:**

Contacts, Meetings, Meeting Records, Key Decision Log

**LEVEL OF EFFORT / SCHEDULE**

The level of effort and schedule are shown in the table below. In this case, we call out that the schedule will be largely dependent on the stakeholder willingness to meet and their schedule availability.

Task 08 - Commence route validation / easement introduction meetings	Hrs	2025				
		M	J	J	A	S
(i) Union Pacific RxR	200	■	■	■	■	
(ii) Botanic Gardens			■	■	■	
(iii) Cook County Forest Preserves		■	■	■	■	
(iv) IDOT		■	■	■		
(v) IL Tollway		■	■	■		

**SCHEDULE / LEVEL OF EFFORT**

	Hrs	2025				
		M	J	J	A	S
<b>Task 09 - Facilitate coordination meeting with ACOE/IDNR regarding water intake</b>	<b>80</b>					
Prepare and schedule						
Facilitate						

**TASK 10: PREPARE PROJECT DELIVERY / PROGRAM MANAGEMENT ALTERNATIVES DOCUMENT**

**Target delivery: October 2025**

A project of this scale requires a program management approach. However, there are many styles of program management, and selecting the approach is a critical decision facing the DuPage Water Commission. DWA will endeavor to guide the DWC towards the optimal delivery strategy for the Project. For example, some owners prefer a transactional approach, whereas other owners prefer to build collaboration into the program approach, sharing more of the costs and benefits.

Developing the appropriate scope elements is closely tied to the Program Management approach. For example, the program manager may be scoped to outsource design or to prepare bid-packages. Likewise, some program management offices will include construction management (PM/CM) services including inspectors to simply representatives, whereas other owners like to have a firewall between program management and the construction management.

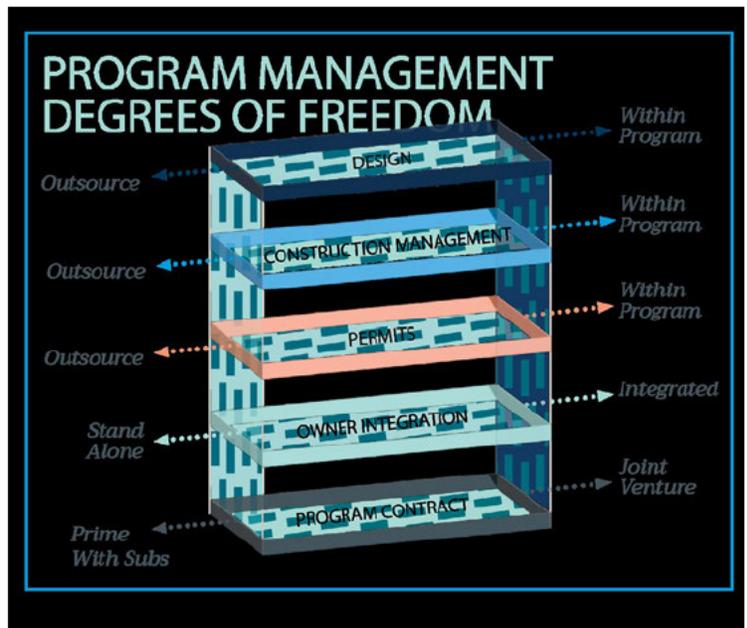
Another area of decision in the Program Manager scope is whether to accept joint ventures or prime contracts with subconsultants. This has implications for DWC when it comes to dispute resolution, decision processes, and communications. There are means to encourage or dissuade these responses in the crafting of procurement documents.

The DuPage Water Commission will also want to consider the degree to which the Program Management is onsite or offsite. Some owners require the Program Management to be onsite with a reduced overhead rate. Whereas other Program Management Offices will rent a space nearby and have a higher overhead rate. We recommend flexibility, except for the leadership team who we feel must, at the minimum, have easy access to the DWC offices.

The final element to raise early in the Program Manager discussion is associated with check and balances – or degree of owner control. Some owners want to have their staff integrated with the program to make decisions and insert their position; whereas, other owners provide more latitude to their selected program manager.

To help DWC and partners make this decision, the DWA will facilitate a workshop(s), coordinate discussion with owners who have leveraged a program management approach, and host follow up discussions as needed. We will prepare a summary of these options and make recommendations as to the best way to define the scope of work for the Program Manager based on our assessment of the environment, culture, and capacity of the DuPage Water Commission.

We know that, ultimately, the Program Manager must seamlessly function as an extension of your staff that you can utilize as you see fit to support the design and construction phases of the project. As advisors, we will provide you with the support and expertise to select the right approach, and to help you keep pace with the many demands that the future Program Management team will impose on DWC resources.



**DELIVERABLE**

Facilitated workshop(s) and summary with recommendation on the appropriate program management approach for the DuPage Water Commission.

**LEVEL OF EFFORT / SCHEDULE**

	Hrs	2025						
		M	J	J	A	S	O	N
<b>Task 10 - Prepare project delivery/ program management alternatives document</b>	<b>150</b>							
Draft								
Review								

Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA (40 CFR Parts 1500–1508). This will include preparation and submission of comprehensive environmental documentation for all proposed actions under the Lake Michigan Regional Source Water Project.

**Key responsibilities include, but are not limited to:**

- Performing quality assurance/quality control (QA/QC) of NEPA documentation and supporting technical reports.
- Verifying timely submission of NEPA documentation to the EPA.
- Advising on the maintenance of official decision-making documentation to support the Administrative Record, if needed.
- Assisting with public involvement activities and stakeholder engagement.
- Proactively identifying and addressing any deficiencies in NEPA compliance.

Through this structured and experienced approach, DWA will support regulatory compliance and environmental stewardship throughout the life of the project.



**TASK 11: COMMENCE PREPARATION OF NEPA SUBMITTAL DOCUMENTS**



*The National Environmental Policy Act (NEPA) establishes procedures to ensure that federal agencies integrate environmental considerations into their decision-making processes.*

*These procedures require agencies to conduct thorough environmental reviews, inform the public, and interpret and administer federal policies, regulations, and laws in a manner consistent with NEPA.*

The DWA team, including Ms. Kerry Winkler as the NEPA Leader, brings extensive experience in implementing the NEPA process, environmental compliance, and permitting for multiple federal agencies. This includes serving in technical advisory roles and navigating agency-specific NEPA protocols.

At this stage, it is anticipated that the Environmental Protection Agency (EPA) may serve as the lead federal agency for the NEPA process for the proposed Lake Michigan Regional Source Water Project. The DWA will assist DWC in initiating coordination with the EPA and will continue to support ongoing communication throughout the NEPA process. The appropriate level of NEPA documentation—either an Environmental Assessment (EA) or an Environmental Impact Statement (EIS)—has yet to be determined. DWA will support the process to identify the appropriate level of documentation in accordance with Federal guidelines.

**DELIVERABLE**

DWA will develop and implement standard operating procedures to verify full compliance with NEPA and the Council on Environmental

**LEVEL OF EFFORT / SCHEDULE**

	Hrs	2025						
		M	J	J	A	S	O	N
<b>Task 11 - Commence preparation of NEPA submittal documents</b>	<b>150</b>							
Scoping meetings + prep (@4)								
Agency Meetings (@2)								
Internal Strategy								
EIS RFP Creation and consulting selection								
Preparing visual aids								
Planning and Design Coordination with the designers								

## INTERMEDIATE ACTIVITIES LIST & BUDGET PLANNING (2026+)

A

### LAKE BOTTOM GEOTECHNICAL SAMPLING/CORES (TARGET JUNE 2026)



*Our teammate, Woolpert, is expert at bathymetric surveys, and has the planes, boats, drones, and geospatial technology to meet any intake mapping needs.*

#### RESPONSE

This scope is akin to the bathymetric survey and could include the same vendor. Woolpert is considered a leader in this field and has the expertise to scope and oversee any drilling or geotechnical work in Lake Michigan. Working lake barges are in short supply and must be scheduled in advance. We will take this on as an early item to secure access to an appropriate working platform for this work. The DuPage Water Advisors will:

- Provide summary of permit process
- Provide an RFP which solicits appropriate action from the market
- Respond to any request for information from the selected vendor
- Provide onsite owners representative during drilling
- Facilitate interpretation of results
- Manage amendments if needed

#### SCHEDULE

No concerns meeting the target date of June 2026. Please refer to the schedule on page 15.

#### LEVEL OF EFFORT

DuPage Water Advisors level of effort is estimated at 60-80 hours

#### DELIVERABLE

Oversight of drilling and interpretation of results

B

### SELECT PROGRAM MANAGEMENT FIRM

#### RESPONSE

Finding the proper technical and cultural fit of your program manager will ease the tremendous challenge of delivering this infrastructure on time and on budget. The procurement process should be well-defined and allow the selection committee to understand both the

capabilities and the personalities of the individuals being proposed. Likewise, the DWC's solicitation should present a clear scope, contract options, and cultural expectations. The DWA has been through a competitive selection process multiple times and will provide advice and offer creative ideas on how to prepare an RFP that increases the odds of selecting the right team.

Some of the key steps in this process include strategic discussions with the DWC on the anticipated Program Management type. Once a mutual understanding of the desired outcome is reached, the DWA will prepare the scope of work and suggest the selection criteria.

Concurrently, the DWC and DWA will need to establish the selection process. Starting with solicitation, the DWA will recommend where to submit the RFP for maximum response. The competitive firms are already aware of this upcoming RFP and are preparing themselves, but we find it can be valuable to reach others for two reasons. First, you may get a surprise bidder bringing novel ideas. Second, an RFP of this magnitude is a good way to promote awareness and create a buzz in the market which can alert the construction and contractor workforce.

Following solicitation, it is strongly suggested to conduct interviews. We recommend applying some constraints on the interview, such as requiring the proposed program manager lead the presentation, limiting the number of team members present, and holding the interview in person.

Finally, there must be good governance of the selection committee. It is likely that the submitters will all have prepared extensively, invested time and money, and if there is any indication of an unfair process, it will likely be contested. This can create significant distraction, and lead to ill-will right out of the gate. Therefore, the selection committee must have defensible guidelines. The selection committee can take several forms of governance, and the DWA will advise the team as needed.



*Through this scope of work, the DWA will help the DWC prepare for a successful selection and Program Management Team by establishing:*

- Clear and aligned vision and values
- Aligned objectives
- Proper contract framework
- A strong culture and expectations
- Clear communications

## SCHEDULE

The DWA will endeavor to position the DWC to contract the right Program Manager as quickly as possible. Please refer to the schedule on page 15.

## LEVEL OF EFFORT

200-250 hours

## DELIVERABLE

- Procurement Process
- Scope for RFP
- Evaluation Criteria and Log
- Record of Decision

# C

## IDENTIFY CONSTRUCTION PARADIGM (CONVENTIONAL, DESIGN-BUILD, HYBRID, ETC.)

### RESPONSE

There are many approaches to the delivery of a program of this magnitude. Our team has experience with Design Build (DB), Progressive Design Build (PDB), Construction Manager-at-Risk (CMAR), Construction Manager/General Contractor (CM/GC), and traditional Design Bid Build (DBB) and other iterations. Members of DPA are subject matter experts and routinely provide training to agencies on traditional and alternative contracting methods. One of the first steps is confirming the contracting method that the State of Illinois supports.

Selecting an appropriate contracting method has significant implications for cost, schedule, quality, risk management, and permitting success. Selecting the right method depends on how the Lake Michigan Regional Source Water Project is divided into logical construction packages, along with the following:

- Goals of the DuPage Water Commission,
- Finance strategy for each work package,
- Details of the Program Manager contract,
- Required or desired speed of delivery,
- Complexity of the project/work package,
- Budgetary constraints, and
- Local market capacity for relevant skills.

For example, if the Program Manager is going to have a construction manager scope, it may affect the choice of DB vs CMAR; and if the Program Manager has a design scope, it may impact the choice between DB and DBB. These options in the program manager scope are addressed as part of Task 10.

There are a multitude of project delivery and contracting methods screening and selection tools, most of which the DPA have utilized to assist owners. Our preference is to take the best of these available tools and tailor a selection tool to the needs of the DPC. Once this tool has been developed and adopted, the DPA will facilitate workshops for each project segment to decide on the preferred contracting method(s).

Our approach to selecting contract paradigm will be holistic and collaborative. We will prepare tabular summaries of pros and cons, contract interdependencies, and discuss the tradeoffs of each approach until the DuPage Water Commission is satisfied with the strategy and how it impacts all facets of the Lake Michigan Regional Source Water Project. Our initial understanding is that DuPage Water Commission will need to prioritize schedule, thus delivery time may be a strong selection factor.

### DELIVERABLE

Summary of contract options. Tabular pros and cons by contract unit.

### SCHEDULE

No concerns meeting the proposed target date. Please refer to the schedule on page 15.

### LEVEL OF EFFORT

200-250 hours

# D

## FACILITATE PREPARATION OF PRELIMINARY DOCUMENTATION FOR "JOINT PERMIT" APPLICATION TO ARMY CORPS OF ENGINEERS

### RESPONSE

The 404 "Joint Permit" is administered by the USACE and is considered a Joint Permit as other agencies including the IEPA and the IDNR review and sign off on the permit application. The permit process does not typically commence until late in the NEPA process, as agencies can not permit the project until after all the Federal clearances are completed. Furthermore, as the permits have a limited life, we do not want permits before we are ready to construct. That said, engaging in preliminary discussion is helpful, but it is unlikely that we will be preparing permit application materials until we are closer to a bid pack for construction.

### DELIVERABLE

When applicable, the DuPage Water Advisors will have preliminary permit application materials ready to submit.

### SCHEDULE

We believe the timeline for this should be pushed out until the NEPA process is underway. Please refer to the schedule on page 15.

### LEVEL OF EFFORT

100- 120 hours

**Address areas of team leadership, communication, cost control, schedule control and quality standards.**



**LEADERSHIP**

Pete and Guy’s leadership styles are complementary, and at our core is the desire to lift others and shine light to foster growth.

Further, they are both willing and adept at creating space to raise difficult conversations in a respectful and productive manner. As such, we will foster a leadership ethos that is professional, humble, and effective.



**COMMUNICATION**

We will have formal channels of communication between the DWC and the DWA associated with legal, business, and stakeholder engagement issues. For daily working meetings, and for task level work, communication between DWC and DWA will be informal to promote total transparency and expediency. All meeting notes, decisions and action items will be documented on the project OneNote, on a secure site such as OneDrive or SharePoint. Access to specific pages and files can be controlled if or when necessary.



**COST CONTROL.** Pete will discuss the budget with the DWC at whatever frequency works for the DWC. Our monthly invoices will provide a summary of activities completed and a budget summary with

spent to date and remaining funds clearly tabulated. Further, Pete will have monthly check-ins with Consor’s “Manager of Projects” as an added means of cost control and to de-risk potential overruns.



**SCHEDULE CONTROL**

For this scope of work, our task schedule will be managed primarily by monitoring our project management tools and meetings.

However, we will constantly be monitoring the Lake Michigan Regional Source Water Project’s overall schedule and indicate if there are any schedule concerns. This will be done by intentionally maintaining a holistic perspective and leaning into the two topics above—Leadership and Communication—as well as our proposed principles of transparency, courage and expediency.



**QUALITY**

It is standard on all Consor projects to have QC processes by senior leaders on the margins of the project team.

Each written deliverable will have a signoff for Pete as well as the QC reviewer. Further, those same professionals will reach out to the DWC leadership and request feedback on the team at key milestones.

**Provide a summary of project planning critical path items, and the recommended approach for tracking and reporting on the same.**

All facets of this project have the potential to become critical path items.

As is typical of major infrastructure projects, the DWA will maintain a master schedule for the elements of services within this scope, showing the timelines and interdependencies of our tasks. We suggest a tool such as Microsoft Project as this is more than capable for our scope. Further, if at some point we want to integrate tools with the Program Manager (which may be different or proprietary), Microsoft Project can be exported and we are happy to adjust to any industry standard.

For our scope of work, tracking and reporting on critical path items will be part of all standing meetings.

<b>Our standing meetings will have several common agenda items, including:</b>	
<b>1</b>	<b>Culture of Caring</b>
<b>2</b>	<b>Old and New Action Items</b>
<b>3</b>	<b>Critical Path Items</b>

Further, it is our practice to have one Risk Register, and one Master Schedule for all activities, and it is our best practice to have these documents open prior to meetings, so that quick reference and updates can be made real time. The use of OneNote, as a single binder for all notes, accessible to the whole team, is also intended for this project. This consolidation makes it easier to access information, and provides the transparency and history to all members of the team.

The same approach is recommended once the Program Manager is in place. We suggest that these principles be applied, which will be easier if we develop that culture and discipline and evolve and mature the process to meet the DWC needs and expectations.



## ANTICIPATED CRITICAL PATH ITEMS AT THIS TIME INCLUDE:

**Unifying the communications** from the leadership team (NSMJAWA, DWC, and potentially Glencoe and Northbrook) is important to build support for the project. Managing the narrative can be done by providing the team talking points and clear guidance when talking with the press, and by selecting appropriate channels to release updates to the public.

**Establishing the terms and governance of funding the project elements** - See that there are no surprises among your partners and supporters while providing the framework for transparency and risk management.

**Securing easements through the entire alignment** - We cannot move forward with the EIS until we have preliminary designs, and we cannot have preliminary design without confidence that we can build within the alignment. This is a time sensitive and politically sensitive component with many opportunities to go sideways.

**Establishing the NEPA process** - Understanding who will be the lead agency, and the process they want to follow will enable better planning. If staffing limitations exist with the lead Federal agency, we will identify ways to shore that deficiency up to keep the project on track without delay.

### *Provide a summary of communication and reporting goals, including submittal of written documents, and presentations to the Board(s).*

First off, the success of DuPage Water Commission is inseparable from trust, and there is no trust without communication. That includes communication within the leadership team, between the DWC and its stakeholders, and appropriate public outreach.

Our communication and reporting goal is to become a partnership and build trust between the DuPage Water Advisors and the DuPage Water Commission leadership. To do this, we endeavor to:

- Eliminate surprises
- Communicate as clearly and quickly as possible
- Disseminate information equally and transparently to the team
- Be available to the DWC leadership

On a practical front, Pete will be our point person for formal communications with DWC, such as board presentations or external meetings. Pete is familiar with Board and Committee presentations, and will prepare slides in advance, for approval, and meet all public document submittal guidelines. Pete will not present or submit any documents without DWC Executive Director approvals – consistent with our goal of no surprises.

However, we anticipate being partners, so during working meetings, sidebars, quick updates, or when the DWC needs immediate information, there is no need to follow a formal chain of command from DuPage Water Commission to the DuPage Water Advisors. Our team has mutual respect and trust in our professionalism. This is consistent with expediency. We also recognize that partnership and communication is a two-way street. The expectation is Pete will have the ability to contact DWC leadership in an open-door manner, although likely through a single point of contact such as the Executive Director.

An internal communication plan will evolve, documenting the norms to disseminate information and provide the full team with situational awareness. As a start, the internal communication plan will:

- Identify key points of contact for each task
- Provide a weekly summary report via email to the DWC Executive Director cataloging key activities completed, anticipated activities for the following week, and highlight any concerns
- Require that our written documents such as Tech Memos, Summary Reports, and other deliverables have signature blocks for the originator and reviewer
- Limit all engagement with stakeholders outside the DWC without express permission

### *Identification of any critical project elements that may arise or are anticipated, along with the Team's recommended approach in addressing them.*

One of the ways in which we will organize thoughts and discussions of the Lake Michigan Regional Source Water Project is to break the whole into the logical components, as each component will have its own critical project elements. From upstream to down, the components include: intake, raw water tunnel, treatment plant, potable water tunnel, and interconnections with existing distribution. Below are some preliminary thoughts on each:

**INTAKE.** (Permit, impingement) The exact alignment is not yet set, and the property owners need to be addressed. This could include Glencoe, the North Shore Congregation of Israel, or the Northshore Country Club. DWC should cultivate relationships with each to allow flexibility and negotiating leverage. Also, DWC should consider design elements for threats such as Zebra / Quagga mussels, or accidental spills, and possible sabotage. Each of these are elements of resilient design but should be addressed in the planning phase. These threats can be addressed through the risk register, proactive discussion and strategic actions. In these particular issues, there is no right or wrong, but there needs to be an awareness and transparency of the risks.

**RAW WATER TUNNEL.** At the moment, the raw water tunnel appears to be technically viable, without much complexity, but the rights-of-way may need some negotiating room to cross the highways and RR. Objections may need to be overcome by looking for win-win opportunities for the objectors. Therefore, it will be necessary to secure the services of tunneling specialists early on to ensure understanding of technical feasibility and challenges and their mitigations to be ready for objections. And, we will seek advice on what beneficial opportunities may avail themselves to the objectors so we can present them in negotiations. Such opportunities may be co-location of utilities, fiberoptic lines, structural enhancements, and monitoring/detecting devices.

**TREATMENT PLANT.** The Treatment Plant is most dynamic regarding the capacity and water quality treatment. Designing the capacity with modularity may help defer initial costs, and the ultimate scaling may become a minimum financial threshold, depending on the business case. As for the water quality elements, addressing emerging contaminants, such as PFAS, will be a decision that the DuPage Water Commission will need to make and work into the business case.

**FINISHED WATER TUNNEL.** The finished water tunnel may pass through some faults and requires some significant concessions from the UPRR, which are important elements to reflect upon. Our approach to the faults will be to have targeted conversations with experts to create enough understanding of the risks, and the mitigation costs, so the designers can properly scope their solutions. For the alignment with the UPRR, we will, as indicated above, try to navigate to a yes/no decision from the RR as fast as possible so there is time to refine a new alignment.

**INTERCONNECTIONS.** There is no point in this project if it does not interconnect with a distribution system. These interconnections can be very intricate and have impact to the local distribution. Modeling may be needed to understand the impact of local pressures and flows to meet current and anticipated demands. The interconnections, if contracted separately, are local points of interest for contracting, financing, and ownership questions. The DuPage Water Advisors would raise and facilitate these conversations early and bring a background of information to help guide the conversation and inform the decision-making process.

**Furthermore, there are five Programmatic Elements to this project that we think should be raised:**

- 1** First, is timing; elements of Tasks 1-7 such as communications, finance / finding, and governance, are the right places to focus attention. But we emphasize that this needs to be brought as quickly as possible. We believe one of the factors of success is the ability of the project team to quickly gain momentum and move at a pace that keeps the DWC one step ahead of resistance. The DWA must accelerate the team until it has enough mass where the force is overwhelming, quickly and decisively moving towards a clear goal.
- 2** Second, is preparing the market for a project of this scale. For example, there are only so many tunnel boring machines available, and contractors need time to recruit and train local workforce. Preparing the market can have significant benefit to the cost and schedule. We would facilitate awareness through our own network of contractors, select conferences, articles, or other outlets to make the project attractive to bidders nationwide.
- 3** Third, the current political climate may affect permit reviewing agencies such as the EPA, USACE, and the NEPA and WIFIA processes. While some impacts may accelerate timelines, others may hinder approvals. The impacts range from policy changes to personnel changes, the impacts of which are largely unknown. This creates uncertainty in timelines and budgets—risk elements that should be monitored closely. The DWA has available capacity and capability to monitor and advise as needed.

**4** The City of Chicago may reengage and seek broader support for its position. Continued financial and technical analysis will help inform DuPage Water Commission’s (DWC’s) approach, making sure responses remain grounded in data and aligned with long-term goals. Currently, the City does not appear to benefit directly from the Lake Michigan Regional Source Water Project, which may shape its level of interest and engagement—though this dynamic could evolve as regional priorities, leadership, or partnership opportunities shift over time. As leadership transitions occur, priorities may shift. Staying informed and focused on the best outcomes for DWC’s customers will help maintain clarity and direction

**5** The fifth and final topic we would like to share is our awareness that the Lake Michigan Regional Source Water Project is an opportunity to inform our industry in novel ways. As mentioned, many suburban communities across the nation are developing capacities that allow them to dissociate from a central urban hub. This trend is likely to continue, and the DuPage Water Commission may be able to provide a great service to our industry by selecting and inviting a University Professor (i.e. Northwestern, University of Illinois, which has a history of studying the local water systems) to engage in developing case studies of this entire process. He or she would be an unobtrusive low or no cost addition to the program. Invited to listen, evaluate, and disseminate a scholarly assessment of the journey the DWC is about to embark upon. This will not only provide the lessons learned from forming a multibillion dollar investment, not only elevate the role of engineering to business leaders, not only position the DuPage Water Commission as leaders, but also be one more important voice in how a local utility is shaping the face of water management in our country. The DuPage Water Advisors have strong relationships with professors who have spent much of their careers studying the Great Lakes and local water management, and we would be happy to facilitate these conversations.



# Appendix A

---

## KEY STAFF RESUMES





## PETE MULVANEY, LEED AP, ECODISTRICT AP

### LEAD ADVISOR

*"I look forward to working with the DuPage Water Commission and confirm my deep commitment to making you and this project a success."*



#### Experience:

25 years

#### Education:

MBA, Business Administration, Kellogg School Management

MS, Pollution Control, Civil and Environmental Engineering, Pennsylvania State University

BA, Psychology, The University of Colorado

#### Certifications:

- USGBC LEED AP, 2002
- EcoDistricts AP, 2020

#### Key Expertise:

- Program Leadership
- Team and Trust Building
- Sustainability Strategies
- Climate Resilience
- Sustainable Water Systems
- Stakeholder Management and Facilitation
- Sustainable Design of Built Environment
- Connecting business cases to strategic goals

Pete has more than 25 years of experience providing and leading sustainable solutions to challenges across the globe. He is expert at connecting water policy and science to utility strategies that improve outcomes for all stakeholders. Pete has a blend of practical experiences, including governance and policy development as an Assistant Commissioner of the Chicago Department of Water Management, financial advisory roles in private equity, and large infrastructure management expertise from leadership roles in architecture for other engineering firms.

As Director of Utility Management at Consor, Pete leads a team of multidisciplinary experts dedicated to supporting water and wastewater utilities. With experience as a former utility leader, Pete brings practical insight into the operations and business of public utilities. His background includes oversight of large infrastructure projects—both domestically and through his work with the World Bank—and a strong understanding of the political and regulatory landscape, as demonstrated through his published work.

#### Why Pete:

- Deep understanding of Chicago's hydrologic, political, and engineering systems.
- Proven ability to align utility strategies with funding, regulatory, and policy frameworks to deliver sustainable, stakeholder-driven outcomes.
- Broad infrastructure leadership experience—from local government to global consulting—provides the perspective needed to navigate complex programs and deliver long-term value.

### KEY PROJECT EXPERIENCE

**HUALAPAI PROJECT SUITE PROGRAM, HUALAPAI TRIBE, AZ; Program Manager Director.** Consor currently serves as the design manager for the Hualapai Tribe's innovative project bundle of 30 projects, which is being delivered under a CM/GC contract. Projects include 60 miles of pipes, pumps, and treatment to access the Colorado River as a new source of water, a new administration building, a railroad overpass, and other roadwork. This suite of projects will enhance the quality of life for all Hualapai and preserve their heritage for future generations. Pete's work is also focused on preparing the Tribe to operate and manage a utility that will support and sustain the new infrastructure delivered through this program.

**CITY OF CHICAGO DEPARTMENT OF WATER MANAGEMENT JOINT VENTURE; CHICAGO, IL; Board Member and Program Manager.** The six core areas of service included: (1) Planning and Design of Watermains (2) Construction Management Facilities and Watermains (3) Advanced Technology (4) Sewer Advisory and (5) Inventory Management (6) Utility Coordination and Permit Reviews. As Program Manager, Pete was responsible for all aspects of program. He managed around 200 employees of the Joint Venture, and reported to the Board representing the three partner firms within



the joint venture (Jacobs, Arcadis, EXP). Pete saw both the startup of CTR as a City employee and later led its execution phase as a Board Member, and finally its and close-out phase as its Program Manager.

**CITY OF CHICAGO, DEPARTMENT OF WATER MANAGEMENT; CHICAGO, IL; Assistant Commissioner.**

Pete was responsible for capital planning and engineering of Chicago's sewer system. He was also the Department liaison from the Mayor's Office to the regional wastewater agency. Additionally, Pete was a key author of several policies which defined the city's goals, strategies, and implementation tactics, while building cross-functional teams to execute infrastructure initiatives and management directives. This included the state's first design-build tunnel (McCormick Place Tunnel), the first comprehensive hydrologic and hydraulic model of the city sewers, the first operations and operating manual, and the first Chicago Stormwater Management ordinance, now an EPA model for cities across the country

**GREAT LAKES COMMISSION THE NATURAL DIVIDE; CHICAGO, IL; Project Manager.**

Feasibility study of the technical and economic possibilities of hydrologic barriers within the Chicago Area Waterways. Led the stakeholder outreach, engagement, and collaboration strategy and execution for over 30 agencies and institutions to establish an open dialog and exploration of the reversal of the Chicago River. Guided the science, stakeholder engagement, and process development for the "Envisioning the Chicago River for the 21st Century" project. Prepared input reports to the USACE for their analysis of the Chicago River and the need for protection against Asian carp.

**PRIVATE EQUITY, - SUSTAINABILITY FUND, PFINGSTEN PARTNERS, CHICAGO, IL; Project Manager.**

Pete directed capital toward infrastructure businesses that, had the potential to deliver better projects and competitive returns for investors. On behalf of private equity firms, he identified and evaluated potential portfolio companies—interviewing CEOs and senior leadership, reviewing financials, and preparing market analyses.

**OMAHA COMBINED SEWER OVERFLOW CONSENT DECREE MASTER PLAN EVALUATION; CITY OF OMAHA DEPARTMENT OF WATER; Client Facilitator.**

The team established the optimal suite of projects to meet combined sewer overflow goals for the EPA. Pete facilitated the dialog between client and consulting teams to establish and affirm alignment between multiple

stakeholders. The team also defined the elements of the proposed real estate development to attract the best and brightest companies and workforce and established the overall framework and the implementation schedule

**DANUBE RIVER RESTORATION, THE WORLD BANK, BULGARIA; Managing Consultant.** Drove project consensus among team of engineers, ecologists, economists, and local special interest groups by establishing a clear and unifying vision of stakeholder benefits, resulting in the establishment of Bulgaria's negotiation position for an international water quality treaty. Presented to heads of state on the merits of the restoration to provide results to the international treaty. Responsibilities included assembling and leading teams that specialized in multi-disciplinary projects requiring the integration of business, environmental, engineering, and social concerns associated with two very large landscape restorations within the Danube River.

**AMAILA FALLS HYDROPOWER PROJECT, THE WORLD BANK, GUYANA; Managing Consultant.** Assembled and led field teams into the rainforest to establish the potential impacts of hydropower on the Amaila river. Results led to the World Bank decision to halt investment in Guyana's hydropower expansion.

**JACOBS MIDWEST WATER LEADER; CHICAGO, IL; Midwest Group Leader.** Pete was responsible for personnel, contracts, client service, and financial performance for all water / wastewater / stormwater business in Illinois, Wisconsin, Iowa, and Minnesota. Projects under his purview included new treatment facilities, asset rehabilitations, PFAS removal pilots, condition assessments, hydrologic and hydraulic studies.

**MICROSOFT DATA CENTER - GLOBAL WATER STRATEGY; SEATTLE, WA; Subject Matter Expert.** Created and led the process to establish a global sustainable water strategy for data centers, aligning with corporate goals. Established the approach to reduce or eliminate water use for cooling at existing, planned, and in-progress data center projects. Prepared guidance to incorporate environmental context into the siting and design of data centers, advancing Microsoft toward a water-neutral footprint.

**CONDITION ASSESSMENT OF CAMPUS CIVIL INFRASTRUCTURE; ARGONNE NATIONAL LABORATORY, IL; Civil Infrastructure Lead.** The team prepared the condition assessment for all civil infrastructure on campus to prepare a budget estimate and request to Congress for infrastructure modernization



funding. Pete led the multi-discipline team of subject matter experts, client interface and quality control.

#### **SKIDMORE OWINGS AND MERRILL GREAT LAKES CENTURY VISION; CHICAGO, IL; *Global Water Strategist.***

A multinational collaboration to establish an inspirational vision for the Great Lakes. Directed water research and identified baseline critical issues across the Great Lakes basin. Articulated and presented findings to a broad range of audiences to raise awareness of freshwater management. Engaged a wide array of stakeholders to advance shared understanding and inspire action.

#### **CONSOLIDATED EDISO CUSTOMER ENGAGEMENT PLAN; NEW YORK, NY; *Task Leader Customer Outreach and Stakeholder Engagement.***

ConEd's largest capital project in its history—a complex replacement of meters and the associated infrastructure to collect, manage and analyze the data to improve customer experience. Built relationship bridges across numerous internal and external stakeholders to develop consensus on the messages, channels, and approach to outreach.

#### **EXTREME HEAT MANAGEMENT; CHICAGO, IL;**

*Project Manager.* Established a common platform to manage extreme heat events and facilitate data sharing, communications, and coordination of field sites among all managing stakeholders. Developed a multidisciplinary approach to urban heat stress response. Collaborated across eight City departments—including Public Health, Planning, Emergency Management, Fire, Police, Human Services, Library, and Schools—as well as with external partners such as the electric utility, ambulatory care providers, hospitals, and NASA.

### **EXAMPLE PUBLICATIONS**

#### **Strategy and Water/Wastewater Management**

1. October 2014; **National Climate Assessment**, Council on Environmental Quality (CEQ), Lead Author, Coastal Zone Development and Ecosystems, Kirshen, Mulvaney, Murley, Neumann, Petes, Reed. <http://nca2014.globalchange.gov/report#menu-report>; <http://nca2014.globalchange.gov/report/regions/coasts#intro-section-2>
2. August 2016; *Integration of Nature and Technology for Smart Cities*; Springer International Publishing; ISBN 978-3-319-25713-6, Anil Ahuja, Peter Mulvaney, Petra Stieninger
3. October 6, 2021, **CRAIN'S BUSINESS**; An open letter to Illinois leaders: We can solve the Chicago area's water challenges. <https://www.chicagobusiness.com/>

opinion/open-letter-illinois-leaders-solutions-water-challenges

4. September 18, 2013, **CRAIN'S BUSINESS**; Enough carping: Chicago can modernize its port and deter invasive species <http://www.chicagobusiness.com/article/20130918/OPINION/130919800/enough-carping-chicago-can-modernize-its-port-and-deter-invasive-species>
5. April 1, 2014; **CRAIN'S BUSINESS**; Great Lakes need a great vision; otherwise, it's just a load of carp <http://www.chicagobusiness.com/article/20140401/OPINION/140339970/great-lakes-need-a-great-vision-otherwise-its-just-a-load-of-carp>
6. August 13, 2014; **Cleveland Post**; Toledo's water ban demands a holistic view: Pete Mulvaney [http://www.cleveland.com/opinion/index.ssf/2014/08/toledos\\_water\\_ban\\_demands\\_a\\_ho.html](http://www.cleveland.com/opinion/index.ssf/2014/08/toledos_water_ban_demands_a_ho.html)
7. Winter 2024; Central States Water Official Magazine of the **Central States Water Environment Association, Inc.**; Sewer Thermal: Can Sewage Be Used to Heat and Cool My Building?; Peter Mulvaney, page 32.
8. July 2016; **American Water Works Association**, OpFlow; Advanced Metering Infrastructure Underpins a Smart Water Utility; Hulsebosch, Tom; McClung, Tommy; Mulvaney, Peter, Weeks, Greg; Volume 42, Issue 7; Pages 14-17.
9. September 2017; **West Monroe White Paper**, *Defining the Waters of the United States: How We Got Here and Where We Should Go*, Mulvaney, <http://www.westmonroepartners.com/Insights/White-Papers/EU-WOTUS>
10. June 2016; *Time for Transformation – Water Utilities Are on the Rise*, By Peter Mulvaney; West Monroe Partners; Blog; **Our People, Our Perspectives**, *Our Work*; <http://blog.westmonroepartners.com/time-for-transformation-water-utilities-are-on-the-rise/>



## GUY CARPENTER, PE

DEPUTY ADVISOR



### Experience:

34 years

### Education:

Bachelor of Science,  
Chemistry, Northern Arizona  
University

### Certifications:

- Professional Engineer  
(Civil)- AZ

### Key Expertise:

- Inter-jurisdictional  
relations
- Permitting & negotiations
- Risk mitigation
- Conflict resolution

Guy has more than 30 years of experience in water, water resources, wastewater, and reclaimed water consulting and master planning. His experience includes operations, capital project budgeting and management, decision support, management consulting, stakeholder facilitation, system evaluations, water resource development support, water rights negotiations and valuations, water resource accounting and management, and permitting. Much of Guy's career has leveraged his knowledge of water quality and quantity regulations and policy to help communities create infrastructure plans to support their community health, economic development, and quality of life goals in a cost-effective manner.

### Why Guy:

With the recognition that engineers and water providers are the ultimate stewards of the rate payer's trust and money, Guy is constantly focused on balancing capital costs with O&M costs to provide for reasonable rate setting for reliable revenue, defensible finance plans, and long-term asset management. Guy's experience with multi-jurisdiction stakeholder engagement and facilitation will help DWC with maintaining priorities while ensuring all voices are sufficiently considered.

### KEY PROJECT EXPERIENCE

**HUALAPAI PROJECT SUITE PROGRAM, HUALAPAI TRIBE, AZ; *Principal-in-Charge, Independent Program Board Chair.*** Guy served as the Principal-in-Charge with the primary responsibilities of risk mitigation, cash flow monitoring, conflict resolution, and workload balancing among the firms that make up the design team. The Hualapai Infrastructure Program is a transformational bundle of more than 30 projects that will be rapidly delivered to enhance the quality of life for all Hualapai and preserve their heritage for future generations. It includes projects for water, transportation, community recreation, and tribal facilities, as well as capacity building/planning, operations, and maintenance.

**PIPELINE MAINTENANCE STRATEGY; CENTRAL ARIZONA PROJECT (CAP), AZ; *Principal-in-Charge.*** Guy led an alternatives analysis and 100-year life-cycle cost analysis (LCCA) for continuing to use the existing mild steel pipes, build new PCCP pipes, or making use of abandoned pre-stressed 21-foot diameter concrete pipes as sleeves for smaller diameter pipes to convey Colorado River water under the Agua Fria and Salt Rivers along the 330-mile Central Arizona Project (CAP). The team used a triple bottom line approach to evaluate three alternatives and provide defensible criteria for the final recommendation, which was projected to save the client nearly \$500M over the 100-year life cycle.

**GOLDFIELD RANCH SMALL PLANT REVIEW TECHNICAL SUPPORT STUDY; SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY (SRPMIC), AZ; *Project Manager.*** Guy served as owner's representative to the Salt River Pima Maricopa Indian Community to review applications submitted by the Goldfield Ranch homeowners association to construct a new small scale wastewater treatment facility near the Verde River. The Community was opposed to the project, and Guy provided technical and regulatory



review to demonstrate why the project should not be permitted.

**WATER AND WASTEWATER INFRASTRUCTURE STUDY; PASCUA YAQUI INDIAN TRIBE, TUCSON, AZ; *Project Engineer.***

This project evaluates water and wastewater system alternatives for the Tribe to develop its own infrastructure and disconnect from 3rd party service providers. The study also includes an Operations and Maintenance Organization framework development for the recommended water and wastewater system alternatives.

**WATER SYSTEM IMPROVEMENTS PROJECT; SRPMIC, AZ; *Project Director.***

The project included the demolition of several obsolete facilities, and the design of three new wells, a water production facility with a 2.25 MG reservoir and booster pump station and an administration building and equipment storage, and several water and wastewater pipelines needed to improve water pressure and flow throughout the system. The project also included a minor update to the community's potable water system hydraulic model, and the demolition and re-design of a wastewater lift station.

**RECHARGE AND RECOVERY CONCEPT DEVELOPMENT STUDY; ARIZONA PUBLIC SERVICE (APS); *Project Manager.***

The concept was to recharge reclaimed water when it is available from the 91st Avenue Wastewater Treatment Plant (typically in winter, spring, and fall), but is not immediately needed for cooling, and recover stored water through a well-field and associated pipeline to meet peak cooling demands that occur during the summer months. This approach could also provide a backup supply of water to support power generation should the dedicated effluent pipeline from the 91st Avenue Wastewater Treatment Plant to PVNGS be out of service for a prolonged period of time. The final report will provide the APS project manager with information necessary to describe the concept and its associated potential costs and benefits to APS management for further consideration of concept development.

**CANADA FRAMEWORK FOR SUSTAINABLE WATER MANAGEMENT IN THE NORTH REGIONAL CONTEXT STUDY AREA, CITY OF CALGARY, ALBERTA; *Project Manager.***

The study resulted in an integrated water deployment system that decreases the investment required for new potable water development, treatment, and distribution while implementing an efficient non-potable water delivery system that is responsive to the City's water related policies, including those for efficiency, storm water management, watershed management, and the City's triple bottom line policy. The plan balanced the

costs for potable water service by incorporating water reuse, stormwater capture and treatment for non-potable demands, and strategies for in-stream flow management and erosion control.

**JOINT WATER TREATMENT PLANT FEASIBILITY STUDY, TOWN OF GILBERT AND CITY OF CHANDLER, AZ; *Project Engineer.***

Determined the best and lowest cost route and infrastructure to transport Central Arizona Project water through the East Valley to three potential joint water treatment plant sites. Considerations included tunneling; jack & bore and horizontal directional drilling options; canal, freeway, railroad, and flood control facility crossings; rights of way and easement opportunities and constraints, and; cultural resources and threatened and endangered species.

**INTEGRATED WATER RESOURCES MASTER PLAN, CITY OF GLENDALE, AZ; *Technical Advisor.***

To initiate the master plan, Guy facilitated scenario planning sessions with operations, management, engineering, and community development staff to consider a wide range of scenarios related to water scarcity, economic development, workforce availability, technology innovations, and "black swan" events such as pandemics. The result of the scenario planning set the stage for water, wastewater, recycled water, and stormwater planning that would give the client the best opportunity to invest in infrastructure that would not result in stranded assets, improve resiliency, and increase reliance on automation for optimization of chemical, power, and labor.

**REVIEW OF THE 91ST AVENUE WATER TREATMENT PLANT EFFLUENT CONTRACTS, CITY OF PHOENIX, AZ; *Project Manager.***

Responsible for developing the scenarios and associated cost estimates for determining the cost of replacing 90,000 AFY (80-mgd) of reclaimed water should the APS/ Arizona Nuclear Power Project (ANPP) need to develop a replacement supply and should the SROG (Phoenix, Glendale, Mesa, Scottsdale, and Tempe) member cities need to use the reclaimed water for other purposes. The value of the reclaimed water that may be leased to ANPP was estimated by examining the cost to purchase Indian lease CAP water and the cost to increase the use of groundwater as a means of replacing the water that may be leased to ANPP. Follow up work required support services during negotiations with ANPP to include developing a water-pricing index, cost assessments, decommissioning a nuclear power plant considerations, a case study review of reclaimed water costs for other power facilities, and a water appraisal report review.



## LIBBY BARG BAKKE

TECHNICAL ADVISOR



### Experience:

25 years

### Education:

Master of Community and Regional Planning, University of Oregon

BS, Fisheries and Wildlife Biology, Kansas State University

### Key Expertise

- Strategic planning
- Data driven insights
- Survey design and administration
- Leadership advising
- Strategic communications
- Public engagement planning
- Held Level 4 Water Treatment and Distribution Operator License for 25 years

Libby is widely known for her planning and strategic communications expertise, working with elected officials, interest groups, and the public to build long-term support for projects. She specializes in developing public involvement strategies and programs that support clients' initiatives such as new and expanded facilities, funding strategies, and ratepayer communications. Additionally, Libby has helped several clients evaluate and submit funding applications for EPA's Water Infrastructure Finance and Innovation Act (WIFIA) funding. Over the past decade, Libby has played a pivotal role in the strategic planning and communication for significant water resource projects, representing more than \$3.5 billion in infrastructure investments. These include the Portland Water Bureau's Bull Run Filtration Project; Tualatin Valley Water District, Hillsboro, and Beaverton's Willamette River Water Supply Program; the City of Bend's Bridge Creek Water Supply; the Lake Oswego-Tigard Water Partnership; and planning for Eugene Water & Electric Board's Willamette River water treatment plant.

Libby is a seasoned drinking water professional and was formerly the Water Quality Manager for the City of Salem, Oregon, responsible for watershed protection, the 60-MGD water filtration plant on the North Santiam River, Oregon's first Aquifer Storage and Recovery system, and a 100 MG open reservoir. She is also a past Trustee for the Pacific Northwest Section of the American Water Works Association.

### Why Libby:

- Expert facilitator adept at bringing stakeholders together to find lasting solutions
- Innovative communicator, skilled at building public support for large and controversial projects
- Deep expertise in water related topics that informs clear communications: rates and financing, planning, design and construction, partnering, permitting and more

## KEY PROJECT EXPERIENCE

### **WILLAMETTE WATER SUPPLY PROGRAM, TUALATIN VALLEY WATER DISTRICT (TVWD), CITY OF HILLSBORO, AND CITY OF BEAVERTON, OR; *Strategic Communications and Stakeholder Engagement.***

Since 2014, Conсор has led public engagement for the \$1.6B Willamette Water Supply Program, a partnership between TVWD, the City of Hillsboro, and the City of Beaverton. The Program includes a treatment plant, 30 miles of pipelines, and a reservoir—constructed in five communities and unincorporated Washington County. Public engagement efforts on the project began during water supply planning efforts and have continued seamlessly over the last decade through design and construction. When the Willamette Water Supply System is online in 2026, it will be one of Oregon's most earthquake-resilient water systems. Libby's strategic approach to communications spans a variety of tools and activities: branding developed with public opinion research, website development and maintenance, virtual and in-public open houses, interactive community meetings, monthly e-blast updates, informative fact sheets, and news stories, targeted direct mailings, engaging educational



videos, comprehensive construction communications, and the facilitation of groundbreaking and ribbon-cutting events. Public and elected official input and awareness is ongoing to ensure public support and reduce the potential for opposition to the project during the local land use permitting and federal environmental permitting processes.

**GROUNDWATER SUPPLY DEVELOPMENT PROGRAM ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT (RWPUD)/CITY OF GRESHAM, OR; *Strategic Communications***

*Communications*. The Consor team represented the owners for one of the largest new water supply systems built in Oregon in the last 100 years. Our Consor team was integral in the early planning and design projects with both RWPUD and the City of Gresham that set the stage for this \$120-million WIFIA-funded water supply program. The new system will provide up to 30 MGD, and be operational in 2025. Consor has been involved in design and construction of nearly every package, and provides communications support including developing a campaign for the transition of surface water to groundwater.

**BULL RUN WATER FILTRATION PROJECT, PORTLAND WATER BUREAU (PWB), OR; *Strategic Communications and Stakeholder Engagement***. Since 2018, Libby and her team at Consor have partnered with the Portland Water Bureau (PWB) to lead strategic communications for a multi-year effort to enhance the reliability and resilience of the Bull Run water supply. The program includes the development of a new 135 million gallon-per-day water filtration facility and the construction of approximately four miles of large-diameter pipeline to safeguard public health and ensure compliance with federal drinking water regulations. Libby's team has played a critical role in shaping and executing a comprehensive communications strategy, beginning with gathering community feedback to inform key Program decisions regarding the treatment plant's location, technology, and capacity. They developed a long-term strategic communications framework to support project implementation, facilitated community advisory groups, and planned and managed public engagement events. Additionally, the team conducted public opinion research, produced content for digital outreach and monthly newsletters, and provided key support for stakeholder briefings and City Council presentations. Their efforts also extended to the procurement process, where they worked on strategies to maximize DMWESB (Disadvantaged, Minority, Women, Emerging Small Business) participation, creating opportunities for firms that had not previously engaged with the City of Portland.

**WATER SDC POLICY ADVISORY GROUP, CITY OF HILLSBORO, OR; *Facilitator***. Libby facilitated an 11-member citizen policy advisory group, including representatives from the Homebuilders Association, developers, major water customers and low-income housing providers to consider the advantages and disadvantages of dividing the costs of Hillsboro's new water source between existing customers, and new development. Electronic polling ensured everyone had a voice at the table and streamlined the discussion to the most relevant topics. The panel recommendations for sharing the cost for Hillsboro's new water source between residential customers and new development were unanimously supported by the Utilities Commission, with no hearing testimony in opposition.

**BRIDGE CREEK WATER SUPPLY STRATEGIC COMMUNICATIONS, CITY OF BEND, OR; *Strategic Communications and Stakeholder Engagement***. Libby led communications efforts for the City of Bend's Surface Water Improvements Program, which included a new intake, replacement supply pipeline, and a new treatment plant to meet EPA LT2 requirements. When Libby joined the project, the pipeline replacement component had suffered a series of setbacks in federal court and from the Land Use Board of Appeals, giving the appearance the project had stalled or lost momentum. Support from the City Council was low, and the project was at risk. Libby re-branded the project as the Bridge Creek Pipeline Replacement Project, emphasizing the importance of renewing a vital water source. Through this and other branding and communications efforts, public opinion shifted, and the project was completed and put into operation.

**GEREN ISLAND WATER TREATMENT FACILITY IMPROVEMENTS PROJECT, CITY OF SALEM, OR; *Strategic Communications and Stakeholder Engagement***. The City of Salem installed a state-of-the-art drinking water treatment system to remove cyanotoxins to provide long-term protection from cyanotoxin blooms in the watershed. As part of the Carollo team, Consor provided communications support for the ozone project, including developing a fact sheet, an interactive virtual tour of the project, and project videos. Consor also planned, facilitated, and created materials for the successful ribbon-cutting event. Along with communications for the project, Consor drafted a Communications Workplan to provide timely and accurate information to the public and key stakeholders and prepare the community for water system emergencies. Communication goals included:



- Raising awareness of water quality and reliability improvements underway.
- Increasing Salem area residents' awareness of their role in preparing for emergencies.
- Developing proactive lines of communication with critical facilities managers, agriculture sector and industrial users, restaurant proprietors, Oregon Health Authority, Marion County Environmental Services, business organizations, neighborhood associations, and others.
- Facilitating well-coordinated interdepartmental communications.
- Developing and initiating a media strategy.
- Ensuring coordinated communications with the Geren Island project and other water quality initiatives.

Materials developed as part of the 2019 communications effort included wallet cards, presentations, press releases, website updates, FAQs, cyanotoxin event notification messaging, and drafting the public notification chapter of the cyanotoxin emergency response plan.

#### **CITY OF HILLSBORO CIP ROADMAP, CITY OF HILLSBORO, OR; *Principal in Charge/Facilitator.***

Libby and her team, facilitated the development of Hillsboro's Capital Program Improvement Roadmap to advance the City's approaches to planning, prioritizing and delivering capital projects. Participants included both top leaders and key stakeholders from across City departments. The public involvement process included a series of interactive workshops, interviews, and analysis of department capital improvement plans. The Plan sets the priorities, goals, and action items for the Department, providing a roadmap for implementation and improvements.

#### **CORVALLIS WATER SUPPLY MASTER PLANS, CITY OF CORVALLIS, OR; *Outreach and Facilitation Lead.***

Corvallis is incorporating climate change and natural disaster events into their water system master planning effort. Libby is providing public engagement services, including facilitating workshops with key water users.

#### **BEND PUBLIC EDUCATION RESEARCH AND STRATEGY SERVICES, CITY OF BEND, OR; *Project Manager.***

The City of Bend selected the Consor team to help develop a public education strategy to promote understanding and support among Bend voters for a package of transportation investments. The work included assisting in implementing a transportation vision for the community, discerning community values for an improved sustainably funded transportation system, ensuring projects to be funded reflect community values and needs, creating outreach tools, and leveraging support

from community groups. With the support and effort of a dedicated group of community leaders and Bend's City Council, the General Obligation Bonds for Traffic Flow, East-West Connections, and Neighborhood Safety Improvements passed on November 3, 2020, despite the impacts of the COVID-19 pandemic.

#### **COMMUNITY DEVELOPMENT DEPARTMENT TRANSITION PLAN, TUALATIN, OR; *Facilitator.***

Libby facilitated a transition team in identifying recommendations for internal and external communications, internal process improvements and team building regarding the Community Development Department (CDD). Services provided included opinion research, outreach, vision, and branding.

#### **MEDFORD WATER STRATEGIC PLAN; MEDFORD, OR; *Project Manager.***

Libby Bakke and her team led a strategic planning workshop in 2019 for the Medford Water Commission (MWC) Commissioners, conducting a pre-workshop survey, reviewing MWC's mission and values, and prioritizing strategic initiatives into an implementable plan. Results were summarized in the utility's strategic planning document, including a list of priority actions directly linked to their updated mission and values. One immediate action that came out of the workshop was to move forward with completing, then implementing, their Water Right Strategy and Source Water Protection efforts.

#### **OAK LODGE SANITARY DISTRICT STRATEGIC PLAN; OAK GROVE, OR; *Project Manager.***

Oak Lodge Sanitary District engaged Libby to update its Strategic Plan. The update began with a visioning workshop for the Board of Directors and reshaping the District's vision, mission, values, and goals. The results were shared with the management team for refinement. A rollout for the plan was also created that included presentations to neighborhood associations, business organizations, and environmental groups; newsletter articles and news releases; and a publication for customers. The strategies and goals of the updated strategic plan are tied to the District's budgeting process.



## JOHN MASTRACCHIO ASA, CFA, PE

FINANCIAL ADVISOR



### Experience:

31 years

### Education:

Master of Business Administration, Finance-  
Cornell University

Master of Science, Civil & Environmental Engineering-  
Clarkson University

Bachelor of Arts- State University of New York,  
College at Geneseo

### Certifications:

- Accredited Senior Appraiser
- Chartered Financial Analyst
- Professional Engineer (PA)
- Lean Six Sigma
- Series 50 Municipal Advisor Representative

### Key Expertise:

- Financial analysis & modeling
- Financial planning, cost of service, rate design
- Bond feasibility studies
- Transactional due diligence support
- Government consolidation/regionalization
- Capital financing & project planning
- Asset management/business case evaluations

John is an Executive Vice President with more than 30 years of experience as a financial and management consultant serving the utility, governmental, and private sectors. His extensive experience includes over 250 financial projects covering technical areas including financial planning and rate setting, capital financing, asset management, regionalization, valuation, litigation support, and transactional consulting, and spans several utility sectors including water, wastewater, electric, solid waste, and stormwater, along with consulting for federal and municipal general government, transportation, and ports. John has provided financial advisory and due diligence support for a number of large water supply projects across the U.S. In addition, he is also an accredited appraiser who has experience in valuing utility assets for mergers and acquisitions, reorganizations (recapitalization and restructuring), eminent domain condemnation, tangible property valuation, cost to cure economic damages analyses, and litigation support.

John has co-authored manuals of practice and utility industry papers on infrastructure investment, capital financing, financial management practices, and rate-setting, including AWWA's Manual of Practice M1, Principles of Water Rates, Fees, and Charges; Water Rates, Fees, and the Legal Environment; Manual of Practice M29, Water Capital Financing; and Financial Management for Water Utilities: Principles of Finance, Accounting, and Management Controls, along with the textbook *The Effective Water Professional: Leadership, Communication, Management, Finance, and Governance*, published by the Water Environment Federation (WEF).

### Why John:

- Trusted advisor for major infrastructure investments: Supported financial planning and due diligence for large-scale water supply projects nationwide, including a financial feasibility assessment for DuPage Water Commission.
- Proven financial leadership: Brings over 30 years of experience and has led more than 250 financial projects across utility, governmental, and private sectors—including water, wastewater, electric, and stormwater.

### KEY PROJECT EXPERIENCE

**FINANCIAL FEASIBILITY ASSESSMENT, DUPAGE WATER COMMISSION, IL;** *Lead Financial.* John led efforts to prepare a conceptual financing plan to support DuPage Water Commission's Alternative Water Supply Project. The work entailed reviewing the anticipated project cost and timing and preparing a long-term conceptual financial plan that considered various financing options for the project, including IEPA Public Water Supply Loan Program, WIFIA, conventional municipal bonds, and alternative project delivery approaches like DBOF. The effort included weighing the advantages and disadvantages of these options and preparing financial modeling scenarios showing the projected annual cash flow needs and water rates that would be necessary to fund the cost of the project. The financial projections under various options were compared to a status quo scenario of continuing to purchase water from the City of Chicago. This analysis helped support a financial feasibility opinion regarding the Alternative Water Supply Project.



**SAWS VISTA RIDGE P3 WATER SUPPLY PROJECT, CONFIDENTIAL CLIENT (TX); *Lead Financial.*** John led the completion of technical and financial due diligence evaluations for an investor group considering an equity investment in a billion-dollar water public-private partnership in San Antonio, TX comprised of a 142-mile water pipeline to provide an alternative water supply for the San Antonio Water System. Services included review and evaluation of contractual documentation with the owner, developer, and subcontractors, developed up-side and down-side financial projections and risk scenarios, identification and evaluation of investor risk, review and development of financial modelling assumptions regarding supply and demand, operation and maintenance costs, rate of return, capital expenditures and cost recovery. Efforts assisted equity investors evaluate the public-private partnership deal.

**PURE WATER SOUTHERN CALIFORNIA, METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, CA; *Lead Financial.*** John assisted the Metropolitan Water District of Southern California (Metropolitan) develop a cost allocation and funding plan for the Pure Water Southern California program. The Program is a partnership between Metropolitan and the Los Angeles County Sanitation Districts that will create a new water supply at an estimated cost of \$8 billion to help meet the region's needs by providing up to 150 million gallons of water daily or 155,000 acre-feet-year, enough for 1.5 million people. The water will replenish groundwater basins, be used by industries, and potentially be integrated into Metropolitan's existing drinking water treatment and delivery system. In support of the development of this project, John assisted Metropolitan identify and develop cost recovery options that will provide a long-term revenue source to fund the capital and operating cost of the project and also supported Metropolitan in developing a revised business model. John has led financial assessment and cost recovery surveys to help identify revenue recovery alternatives for the project.

**FINANCIAL AND RATE PLANNING, CITY OF COLUMBUS, OH; *Lead Financial.*** The City is in the process of planning and designing a new 48 MGD water plant and transmission pipeline that will be constructed at a cost of over \$2.1 billion to help serve the City's nearly three million customers. John led efforts to prepare a financial plan for the City's water plant project and for its other water system capital needs. In addition, he completed a detailed cost-of-service evaluation to determine the cost responsibility of the City's customers, and helped the City

modify its rate structure. The rate structure evaluation was completed to identify water and sewer rate structures that were closely aligned with the cost of providing service and developing rate formulas for the city's future use. John also led efforts to complete the City's affordability analysis to support implementation of a financially sustainable and affordable financial and rate plan. Based on the results of this study, he assisted the City in implementing a customer assistance program. John has presented study results to city staff, city council, and other stakeholders using interactive financial modeling tools that were developed for the client.

**FINANCIAL ANALYSIS SUPPORT, METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO; *Lead Financial Analyst.*** John served as the lead financial analyst in completing comprehensive financial, economic, and environmental analyses of potential effluent disinfection at the District's three largest water reclamation plants. Developed an economic and affordability model and completed an analysis of the impact of funding projects needed to meet the effluent disinfection requirements. Assessed the ability to fund and finance the District's entire capital program, assessed the impact on customer cost of service, and assessed customers' ability to pay for the proposed improvements. Presented written and oral testimony of evaluation results before the Illinois Pollution Control Board.

**TRANSACTION DUE DILIGENCE, LEHIGH COUNTY AUTHORITY, PA; *Lead Financial.*** John provided technical and financial due diligence services for the Lehigh County Authority (Authority) to support the issuance of revenue bonds to fund the up-front concession payment for the utility assets associated with the concession agreement with the City of Allentown, PA. Reviewed and evaluated financial projections and cash flow forecasts, evaluated upside and downside financial scenarios, supported organizational due diligence, system condition assessment, and provided bond feasibility opinions related to the transaction. Identified key risk factors for consideration during the negotiation process. Developed a financial feasibility report to assist the Authority in issuing \$300 million in debt to finance the concession transaction. Continue to work with the Authority to optimize revenues and costs under the concession agreement.



## GREGG HOSTETLER, PE

### PROFESSIONAL ENGINEERING



#### Experience:

29 years

#### Education:

Bachelor of Science, Civil Engineering, University of Central Florida

#### Certifications:

- Professional Engineer (Civil)- AR, MO, NE, OK, TX

#### Key Expertise:

- Alternative Contracting
- Project Bundling
- Strategic Planning
- Team Building
- Strategic Communication
- Facilitation
- Training

#### Subject Matter Expertise:

- Co-author, NCHRP Report 787, Guide for Design Management on Design-Build and CM/GC Projects

Gregg has dedicated much of his career to Alternative Contracting Methods (ACMs), including award winning programmatic use of Construction Manager/General Contractor (CM/GC) contracting for local and tribal agencies. He is a national expert on CM/GC and Project Bundling and his experience includes serving as co-author for NCHRP Report 787, Guide for Design Management on Design-Build and CM/GC Projects and presenting on CM/GC at national conferences.

In addition to his Consor project portfolio, Gregg served as the Assistant Public Works Administrator for Osceola County, Florida from August 2008 to May 2010, where he assisted in developing one of the most progressive CM/GC road-building programs in the United States, increasing production by more than 1,000% and decreasing costs by 30% to 40%. Gregg played a lead role on a team that implemented and administered this successful program, for which the Public Works Administrator was recognized as one of "ENR's 25 Top Newsmakers of 2009." The team was also featured in Public Works Magazine, Construction Today, and ENR Magazine in 2009.

#### Why Gregg:

- Track record of success building and leading teams to exceptional results
- Proven leadership on multiple complex projects and programs nationwide
- Nationally recognized SME for alternative contracting and strategic project bundling
- Co-founder of the Strategic Project Delivery Institute (SPDI)

### KEY PROJECT EXPERIENCE

#### **HUALAPAI PROJECT SUITE PROGRAM, HUALAPAI TRIBE, AZ; *Design Manager.***

Consor currently serves as the design manager for the Hualapai Tribe's innovative project bundle, which is being delivered with CM/GC. The Hualapai Infrastructure Program is a transformational bundle of more than 30 projects that will be rapidly delivered to enhance the quality of life for all Hualapai and preserve their heritage for future generations. It includes projects for water, transportation, community recreation, and tribal facilities, as well as capacity building/planning, operations, and maintenance. In his role as Design Manager, Gregg is responsible for and leads all design activities for the program and facilitates weekly program and project specific production meetings for the team. He fosters collaboration between the design team, the owner, the construction manager, and the independent cost estimator

#### **CM/GC DESIGN AND ENVIRONMENTAL SERVICES, PUEBLO OF ACOMA, NEW MEXICO; *Consultant Project Leader and Design Project Manager.***

Consor served as the lead engineer for a CM/GC delivery for a program of projects for the Pueblo of Acoma in New Mexico. This collaborative approach includes the owner, designer, construction manager, and independent cost estimator, all of whom are engaged in the project from conceptual design to ribbon cutting. As the first-ever application to a program of projects, the managing team also included members of FHWA, New Mexico DOT, and Bureau of Indian Affairs. The results are innovative solutions to accelerate construction



and deliver projects significantly under budget while enhancing quality and long-term sustainability. Due to the collaboration and innovation brought forward during the completion of the nine project, the team saved enough funds across the program to incorporate an additional project to the suite.

**CM/GC SAFETY AND ENHANCEMENT PROJECTS, PAWNEE NATION, OKLAHOMA;** *Consultant Project Leader And Design Project Manager.* In partnership with the Pawnee Nation, a construction manager, and an independent cost estimator, Consor provided engineering design for 13 bundled projects utilizing the CM/GC contracting method for expedited delivery and cost-savings. This program represents the first successful bundling of both horizontal and vertical construction projects under CM/GC contracting, with 13 projects including safety improvements, realignment, and/or surfacing for 1st Street and two Morris Road corridors, the Green Bridge replacement, fog sealing and striping, lighting on Catlett Road, directional signage, campground (including dance arbor) revitalization with “fit trail”, two building roof replacements, building demolition, a porch addition, and park expansion.

**CM/GC DELIVERY PROJECTS; OSCEOLA COUNTY, FLORIDA;** *Assistant Public Works Administrator.* Gregg served as the Assistant Public Works Administrator for Osceola County, Florida from August 2008 to May 2010, where he assisted in developing one of the most progressive CM/GC road-building programs in the United States, increasing production by more than 1,000% and decreasing costs by 30% to 40%. Gregg played a lead role on a team that implemented and administered this successful program, for which the Public Works Administrator was recognized as one of “ENR’s 25 Top Newsmakers of 2009.” The team was also featured in Public Works Magazine, Construction Today, and ENR Magazine in 2009. Gregg was responsible for overseeing the design of the eight CM/GC delivery projects while working at Osceola County.

**ASTORIA BRIDGE EMERGENCY REPAIR, STRENGTHENING, AND REPLACEMENT; SNAKE RIVER SPORTING CLUB, WY;** *Owner’s Advisor and Design Manager.* In June of 2021, Consor was contacted by the Snake River Sporting Club (Jackson, WY), about an over height truck impacting and damaging primary structural members on one of two 1920s era truss spans on a bridge at the entrance to the sporting club. Consor immediately mobilized a team to assess the damage and was then

contracted to develop a repair strategy. Recognizing the urgent nature of the repairs and the relatively short construction window due to impending winter weather, Gregg proposed utilizing the alternative contracting method known as Construction Manager/General Contractor (CM/GC). The CM/GC method allowed the owner to immediately hire a contractor to join the team to provide valuable input into the repair strategy during pre-construction. The team successfully repaired the bridge utilizing a combination of heat straightening methods and in-kind member replacement, while meeting the aggressive schedule requirements of the owner. Following the emergency repairs, the same team performed additional truss member strengthening to address some capacity issues identified during the load rating analysis. In November 2022, this same bridge was hit again by an over height truck, causing similar but more severe damage to the same members damaged by the previous impact. The bridge was immediately closed. Consor was then contacted and mobilized to perform an emergency inspection, followed by another by a temporary repair that allowed the Sporting Club to open the bridge with a 5-ton posting restriction. The same team completed these repairs and the immediately started evaluating options to replace the compromised bridge. Utilizing CM/GC, the team overcame significant environmental challenges, geotechnical challenges, and weather-related challenges to rapidly design and construct a new bridge with a signature pony truss span. The team started the design and environmental compliance/NEPA process in the summer of 2023 and had the bridge open to traffic by November of 2024.



6505 Waterford District Drive,  
Suite 470  
Miami, FL 33126  
[www.consoreng.com](http://www.consoreng.com)



**Resolution #:** R-42-25

**Account:** 01-60-628000

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

**RCB RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 05/08/20253

**Description:** **A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Arcadis USA, Inc. to Perform a Gap Analysis of AWIA Required Documentation**

**Agenda Section:** Engineering & Construction

**Originating Department:** Administration

---

In accordance with America's Water Infrastructure Act (AWIA) of 2018, in 2020 The Commission updated its Vulnerability Assessment (VA), developed a Risk and Resiliency Assessment (RRA), updated the Emergency Response Plan (ERP), and a Crisis Communication Plan (CCP) with the assistance of a consultant, culminating in providing certification of these documents having been completed to the EPA. With the renewal and recertification deadline of these documents approaching in September of 2025, Staff is requesting the 2020 content be reviewed by a Contract Consultant to determine if significant regulatory revisions are necessary. We expect that the modification to RRA, ERP and CCP should be minor in nature and the VA may remain largely valid as is. Nonetheless, it is important that a thorough review be performed to ensure full compliance, and that any new or updated standards or requirements are properly addressed in the submitted document.

Staff approached several of the Commission's Contract Consultants to receive proposals to perform a gap analysis. After discussions, Staff is confident the services of Arcadis USA, Inc. can perform a complete gap analysis at an estimated cost of \$20,000. For reference purposes, the 2020 effort to develop the original documents was at a cost to the Commission of \$199,000.

---

**Recommended Motion:**

To adopt R-42-25 for the Gap Analysis to the existing Risk and Resilience Assessment, Emergency Response Plan and the Crisis Communication Plan by Arcadis USA, Inc., at an estimated cost of \$20,000.

**DUPAGE WATER COMMISSION**

---

**RESOLUTION NO. R-42-25**

---

**A RESOLUTION APPROVING AND RATIFYING  
CERTAIN TASK ORDERS UNDER A MASTER CONTRACT WITH ARCADIS USA, INC.**

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

WHEREAS, the Commission entered into a contract with Arcadis USA, Inc. (the Consultant) 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;

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 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-42-25.docx

---

EXHIBIT 1

---

Arcadis USA, Inc. Proposal

# 1. Transmittal Letter

DuPage Water Commission  
600 E Butterfield Rd  
Elmhurst, IL 60126  
Attn: Chris Bostick  
Manager of Water Operations

Arcadis U.S., Inc.  
200 South Michigan Avenue  
Suite 2000  
Chicago  
Illinois 60604  
Phone: 312 917 1000  
Fax: 312 583 1914  
[www.arcadis.com](http://www.arcadis.com)

Date: May 8, 2025

Subject: **Gap Analysis of the Risk & Resiliency Assessment & Emergency Response Plan**

Dear Mr. Bostick:

Arcadis is a global leader in the fields of water infrastructure, environment, and buildings. For over a century, Arcadis has provided multidisciplinary staff to provide consultancy, design, engineering, and management services to public and private clients across the U.S. and around the world. Our mission is to enhance mobility, sustainability and quality of life. Since 2001, we have worked extensively with water utilities in compliance with the Bioterrorism Act (2002), the America's Water Infrastructure Act of 2018, Section 2013 ("AWIA"), and to support security and emergency preparedness programs.

We use industry standards and best practices such as those published by the American Water Works Association (AWWA) to help utilities with AWIA updates. Our approach includes engagement and collaboration with utility staff to customize the process and meet your needs. We are leaders in risk and resiliency assessment and emergency response planning and management. This includes working with water utilities and cities across the U.S. to develop response and communications plans for both manmade and natural catastrophic events.

Our team understands utility planning, what works and what does not, and has fine-tuned essential planning elements and structure accordingly. **Our clients can attest that Arcadis has helped numerous utilities successfully complete their RRAs and ERPs in compliance with AWIA certification deadlines.**

We appreciate the opportunity to work with DuPage Water Commission on this important project. Should you have any questions about the information included in our proposal, please do not hesitate to contact Susan Wyatt or Jeanne Krueger (contact information below).

Sincerely,

Arcadis U.S., Inc.



Project Manager



Contract Manager



## 2. Scope

### Task - Data Collection and Gap Analysis (*Duration - 4 Weeks*)

Arcadis will facilitate a one-hour project Kickoff Meeting with DWC to review project scope, schedule, objectives, and data collection needs. A list of project data collection and information needs will be provided to DWC prior to the Kickoff meeting.

To accomplish the **Data Collection** portion of this task, our team will work with DWC staff to obtain information for the assessment. Important documents and information requested will include the following, as available:

- Previous vulnerability and/or risk and resilience assessments.
- System maps, facility information, and flow diagrams.
- Water system master plan.
- Chemical inventory, as applicable to facilities.
- Security system information, policies, and procedures.
- Information or plans that cover alternate water sources, source water assessments, emergency backup power, detection strategies, and mitigation measures.
- Existing emergency response plans, facility specific response procedures and plans, hazard specific procedures, Continuity of Operations Plan(s)/Business Continuity Plan(s), and recovery plans.
- Emergency response planning information including contact information (internal and external), organizational charts, mutual aid agreements, resources and equipment, communication protocols, training and exercise information.
- Emergency procurement process.
- IT Business Continuity Plans/Disaster Recovery Plans, cybersecurity policies and procedures.

Arcadis will conduct a thorough Gap Analysis of DWC's compliance with the RRA and ERP requirements as outlined in AWIA and USEPA guidance. Our team will gather data on DWC's system and the latest RRA, along with the latest water system ERP, to serve as the foundation for the gap analysis. Additionally, Arcadis will review DWC's current documents, plans, policies, and procedures. We will request further materials from DWC as needed to complete this analysis. To ensure adherence to the regulatory schedule, it is recommended that the gap analysis be expedited. Arcadis will utilize our gap analysis tool, which has been successfully applied to over a dozen water utilities, and tailor it specifically to DWC to maximize efficiency and meet the September 30, 2025, deadline.

In support of the **Gap Analysis**, Arcadis will reference the following regulatory requirements and sector best practice methodologies and guidance documents in our approach:

- Section 2013 of AWIA, promulgated in 84 FR 11536.
- American Water Works Association (AWWA) *Risk and Resilience Management of Water and Wastewater Systems* (AWWA J100-21)
- U.S. EPA's Water Cybersecurity Assessment Tool (WCAT)
- AWWA/American National Standards Institute (ANSI) G-430-14: *Security Practices for Operation and Management*
- AWWA/ANSI G440-17: *Emergency Preparedness Practices*
- AWWA G300-14: *Source Water Protection*
- AWWA M19: *Emergency Planning for Water and Wastewater Utilities*, 5<sup>th</sup> Edition, Manual for Water Supply Practices, 2018
- United States Environmental Protection Agency (USEPA), Office of Water, *Community Water System, Emergency Response Plan, Template and Instructions*, July 2019

Our team will facilitate a 1.5-hour virtual meeting with DWC to review the results of the gap analysis. This task is estimated to be completed within one month of Notice to Proceed.

### Task Deliverables

- List of project data collection and information needs.
- Project Kickoff meeting (one-hour) and presentation slide deck
- RRA and ERP *Gap Analysis Matrix and Summary Memorandum* detailing what portions of the documents need updating (5 to 10 pages).
- Meeting and presentation slide deck used to review summary of findings.

### Task Assumptions

- The Gap Analysis will focus on AWIA compliance elements.
- DWC submits the information requested within seven working days of the Kickoff Meeting.
- Protecting the Confidentiality of Information. Arcadis understands the importance of protecting confidentiality of DWC sensitive information. Arcadis uses a dedicated, secure file exchange project site to serve as a central repository for project information and files. Only project team members with a direct project need of sensitive information will have access to these files.
- Updates to the RRA and ERP documents are not included in the scope of this task.

## 3. Cost Proposal

Arcadis shall perform these services for a total fee (Lump Sum Not-to-Exceed) of **\$20,000**. The terms of compensation shall be in conformance with the contract executed by and between DWC and Arcadis. The table below shows the budget breakdown for the tasks discussed herein.

Project Task	Fee
Task 1 – Data Collection and Gap Analysis	\$20,000
<b>TOTAL</b>	<b>\$20,000</b>



---

## MEMORANDUM

---

**To:** Commissioners

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

**Date:** May 8, 2025

**Subject:** Luetkehans, Brady, Garner & Armstrong March 2025 Invoices

---

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of March 1, 2025 through March 31, 2025 and recommend it for approval. The invoices should be placed on the May 15, 2025 Commission meeting accounts payable.

March 2025

Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$9,672.00	37.20	\$260.00	Luetkehans (23.60 @ \$260/hr.) Armstrong (13.60 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$29.40				
Total:	\$9,701.40	37.20	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	\$1,794.00	6.90	\$260.00	Luetkehans (4.40 @260/hr.) Armstrong (2.50 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Total:	\$1,794.00	6.90	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY	\$468.00	1.80	\$260.00	Luetkehans (1.80 @ \$260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Total:	\$468.00	1.80	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	\$1,820.00	7.00	\$260.00	Luetkehans (5.80 @ \$260/hr.) Armstrong (1.20 @ \$260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
Total:	\$1,820.00	7.00	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	\$208.00	0.80	\$260.00	Luetkehans (5.30 @ \$260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc: Georges & Synowiecki Refund	\$75.00				
Misc: Georges & Synowiecki	\$525.00				
Total:	\$658.00	0.80	\$260.00		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Aqua	\$130.00	0.50	\$260.00	Luetkehans (0.50 @ \$260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$6.30				
Total:	\$136.30	0.50	\$260.00		

Total of all invoices: \$14,577.70 54.20 \$260.00



---

## MEMORANDUM

---

**To:** Commissioners

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

**Date:** May 8, 2025

**Subject:** Luetkehans, Brady, Garner & Armstrong April 2025 Invoices

---

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of April 1, 2025 through April 30, 2025 and recommend it for approval. The invoices should be placed on the May 15, 2025 Commission meeting accounts payable.

**April 2025**

Luetkehans Brady Garner & Armstrong

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
General	\$3,406.00	13.10	\$260.00	Luetkehans (11.30 @ \$260/hr.) Armstrong (1.80 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$290.33				
<b>Total:</b>	<b>\$3,696.33</b>	<b>13.10</b>	<b>\$260.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Source Water	\$2,808.00	10.80	\$260.00	Luetkehans (6.70 @260/hr.) Garner (3.10 @260/hr.) Gonzales (1.00 @260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Previous Balance	\$3,536.00				
Misc Credits:	\$ (5,278.00)				
<b>Total:</b>	<b>\$1,066.00</b>	<b>10.80</b>	<b>\$260.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
MOY Land Acquisition	\$2,756.00	10.60	\$260.00	Luetkehans (10.56 @ \$260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$0.00				
<b>Total:</b>	<b>\$2,756.00</b>	<b>10.60</b>	<b>\$260.00</b>		

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Chicago Contract	\$1,352.00	5.20	\$260.00	Luetkehans (5.20 @ \$260/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$37.80				
Misc: Georges & Synowiecki	\$1,540.00				
<b>Total:</b>	<b>\$2,929.80</b>	<b>5.20</b>	<b>\$260.00</b>		

Total of all invoices: \$10,448.13 39.70 \$260.00



---

## MEMORANDUM

---

**To:** Paul May, General Manager  
**From:** Cheryl Peterson, Financial Administrator  
**Date:** 5/6/2025  
**Subject:** Accounts Payable Listings

---

Following is a summary of the Accounts Payable to be considered at the May 15, 2025, Commission meeting:

April 9, 2025, to May 6, 2025, A/P Report	\$ 9,875,413.33
Accrued and estimated payments required before June 2025 Commission meeting	<u>1,999,725.00</u>
Total	<u><u>\$11,875,138.33</u></u>

cc: Chairman and Commissioners



Payable Number	Description	Post Date	Payable Amount	Net Amount
<b>Payable Account:</b> <a href="#">01-211000 - ACCOUNTS PAYABLE</a>				
<b>Vendor:</b> <a href="#">2283</a> <a href="#">INV0008250</a>	<b>BMO HARRIS CREDIT CARD</b> Combined Statements: April 2025	04/30/2025	5,739.92	<b>Payable Count: (1)</b> 5,739.92
<b>Vendor:</b> <a href="#">1023</a> <a href="#">ZR00695847</a>	<b>CDW Government</b> Managed Defense Cyber Security - 1 Year Renewal	05/06/2025	133,137.70	<b>Payable Count: (1)</b> 133,137.70
<b>Vendor:</b> <a href="#">1135</a> <a href="#">INV0008278</a>	<b>CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION</b> WATER BILLING: April 2025	04/30/2025	9,679,070.70	<b>Payable Count: (1)</b> 9,679,070.70
<b>Vendor:</b> <a href="#">1377</a> <a href="#">118101</a>	<b>CLC LUBRICANTS CO.</b> Oil for Highlift Pumps and Motors	04/30/2025	2,769.80	<b>Payable Count: (1)</b> 2,769.80
<b>Vendor:</b> <a href="#">1821</a> <a href="#">278527</a>	<b>COLLEY ELEVATOR COMPANY</b> Annual Fire Alarm Inspections	04/24/2025	240.00	<b>Payable Count: (1)</b> 240.00
<b>Vendor:</b> <a href="#">1197</a> <a href="#">W589668</a> <a href="#">W597901</a>	<b>Core &amp; Main LP</b> Pipeline Supplies Return	04/30/2025 04/30/2025	780.00 -1,117.50	<b>Payable Count: (2)</b> 780.00 -1,117.50
<b>Vendor:</b> <a href="#">2363</a> <a href="#">APR-84758</a>	<b>DATAMATION IMAGING SERVICES</b> Document Scanning Services	04/30/2025	5,200.61	<b>Payable Count: (1)</b> 5,200.61
<b>Vendor:</b> <a href="#">2286</a> <a href="#">INV0008238</a>	<b>DAVID CHAPMAN</b> Expense Reimb - AMPP National Corrosion Conference	04/22/2025	2,270.46	<b>Payable Count: (1)</b> 2,270.46
<b>Vendor:</b> <a href="#">1240</a> <a href="#">952547</a>	<b>DOOR SYSTEMS, INC.</b> Gate 2 Repair	04/29/2025	539.75	<b>Payable Count: (1)</b> 539.75
<b>Vendor:</b> <a href="#">2129</a> <a href="#">71813</a> <a href="#">72159</a>	<b>ESSCOE, L.L.C.</b> Service Call for AHU 1 Duct Detector Alarm Duct Detector Replacement for AHU 1	04/22/2025 04/30/2025	365.00 853.62	<b>Payable Count: (2)</b> 365.00 853.62
<b>Vendor:</b> <a href="#">1570</a> <a href="#">2520790</a>	<b>FIVE STAR SAFETY EQUIPMENT, INC.</b> Annual Regulatory Calibration of Gas Monitors	04/22/2025	349.00	<b>Payable Count: (1)</b> 349.00
<b>Vendor:</b> <a href="#">2171</a> <a href="#">130837</a>	<b>Friendly Ford</b> Vehicle Maint: Ford F-350	04/30/2025	2,772.81	<b>Payable Count: (1)</b> 2,772.81
<b>Vendor:</b> <a href="#">1068</a> <a href="#">14478049</a> <a href="#">14481696</a> <a href="#">2234868</a>	<b>HACH COMPANY</b> Tubing Kits Warranty Replacement Warranty Replacement	04/30/2025 04/30/2025 04/30/2025	4,583.75 5,179.90 -5,179.90	<b>Payable Count: (3)</b> 4,583.75 5,179.90 -5,179.90
<b>Vendor:</b> <a href="#">2487</a> <a href="#">INV0008246</a>	<b>JEFF LOSTER</b> Expense Reimb - WaterCon	04/29/2025	39.65	<b>Payable Count: (1)</b> 39.65
<b>Vendor:</b> <a href="#">2489</a> <a href="#">INV0008247</a>	<b>JOHN VAN METER</b> Expense Reimbursement: Cathodic Protection Tester	04/29/2025	1,695.35	<b>Payable Count: (1)</b> 1,695.35
<b>Vendor:</b> <a href="#">1054</a> <a href="#">44283853</a>	<b>MCMMASTER-CARR SUPPLY COMPANY</b> Hardware for Transmitter Installation	04/24/2025	19.43	<b>Payable Count: (1)</b> 19.43
<b>Vendor:</b> <a href="#">2198</a> <a href="#">52156</a> <a href="#">52156-1</a>	<b>Mecon Industries, Inc.</b> Valve Replacement Discharge Valve Replacement Project	04/30/2025 05/06/2025	9,696.20 1,381.60	<b>Payable Count: (2)</b> 9,696.20 1,381.60
<b>Vendor:</b> <a href="#">2426</a> <a href="#">20506</a>	<b>METRO TANK AND PUMP COMPANY</b> Sensor & Junction Box Repair for Fuel Tank	04/24/2025	1,675.00	<b>Payable Count: (1)</b> 1,675.00

**Board Open Payable Report**

**As Of 05/07/2025**

Payable Number	Description	Post Date	Payable Amount		Net Amount
<b>Vendor: <a href="#">2189</a></b>	<b>NCPERS Group Life Ins.</b>			<b>Payable Count: (2)</b>	<b>88.56</b>
<a href="#">INV0008205</a>	NCPERS - IMRF 6641	04/11/2025	44.28		44.28
<a href="#">INV0008229</a>	NCPERS - IMRF 6641	04/25/2025	44.28		44.28
<b>Vendor: <a href="#">1930</a></b>	<b>PARK PLACE TECHNOLOGIES LLC</b>			<b>Payable Count: (1)</b>	<b>2,560.00</b>
<a href="#">PUSA10090179679</a>	Monthly Managed Service: June 2025	05/06/2025	2,560.00		2,560.00
<b>Vendor: <a href="#">1642</a></b>	<b>PORTER PIPE &amp; SUPPLY CO.</b>			<b>Payable Count: (2)</b>	<b>2,130.36</b>
<a href="#">12962442-00</a>	Meter Station Repipe Pieces	04/22/2025	3,028.83		3,028.83
<a href="#">12964875-00</a>	Meter Station Repipe Pieces - Return	04/29/2025	-898.47		-898.47
<b>Vendor: <a href="#">1503</a></b>	<b>REYNALDO CARDENAS</b>			<b>Payable Count: (1)</b>	<b>221.06</b>
<a href="#">INV0008276</a>	Expense Reimb: WaterCon	04/30/2025	221.06		221.06
<b>Vendor: <a href="#">1342</a></b>	<b>ROSS BOSTICK</b>			<b>Payable Count: (1)</b>	<b>45.92</b>
<a href="#">INV0008241</a>	Expense Reimb: ISAWWA WaterCon	04/22/2025	45.92		45.92
<b>Vendor: <a href="#">2181</a></b>	<b>Second Chance Cardiac Solutions, Inc.</b>			<b>Payable Count: (1)</b>	<b>6,838.50</b>
<a href="#">25-004-6013</a>	Pads and Batteries for Zoll AED	04/29/2025	6,838.50		6,838.50
<b>Vendor: <a href="#">2537</a></b>	<b>Steven Stankiewicz</b>			<b>Payable Count: (1)</b>	<b>127.64</b>
<a href="#">INV0008277</a>	Expense Reimb: Basic Instrumentation Course	04/30/2025	127.64		127.64
<b>Vendor: <a href="#">2103</a></b>	<b>THE BILCO COMPANY</b>			<b>Payable Count: (1)</b>	<b>482.65</b>
<a href="#">217899</a>	Safety Supplies	04/30/2025	482.65		482.65
<b>Vendor: <a href="#">1131</a></b>	<b>VILLA PARK OFFICE EQUIPMENT</b>			<b>Payable Count: (2)</b>	<b>6,684.80</b>
<a href="#">81586</a>	Conference Room Chairs	04/24/2025	5,394.80		5,394.80
<a href="#">81587</a>	Credenza for Conference Room	04/29/2025	1,290.00		1,290.00
<b>Vendor: <a href="#">2096</a></b>	<b>William A. Fates</b>			<b>Payable Count: (1)</b>	<b>1,666.67</b>
<a href="#">INV0008269</a>	Service as Treasurer: May 2025	05/06/2025	1,666.67		1,666.67
<b>Vendor: <a href="#">2000</a></b>	<b>WILLIAM WEGNER</b>			<b>Payable Count: (1)</b>	<b>2,295.52</b>
<a href="#">INV0008242</a>	Expense Reimb: AAMP National Corrosion Conference	04/22/2025	2,295.52		2,295.52
<b>Vendor: <a href="#">2504</a></b>	<b>Zachary Evans</b>			<b>Payable Count: (1)</b>	<b>208.80</b>
<a href="#">INV0008221</a>	Expense Reimbursement - WaterCon	04/17/2025	208.80		208.80
<b>Payable Account 01-211000</b>				<b>Payable Count: (38)</b>	<b>Total: 9,875,413.33</b>

**Payable Account Summary**

<b>Account</b>	<b>Count</b>	<b>Amount</b>
01-211000 - ACCOUNTS PAYABLE	38	9,875,413.33
<b>Report Total:</b>	<b>38</b>	<b>9,875,413.33</b>

**Payable Fund Summary**

<b>Fund</b>	<b>Count</b>	<b>Amount</b>
01 - WATER FUND	38	9,875,413.33
<b>Report Total:</b>	<b>38</b>	<b>9,875,413.33</b>

**DUPAGE WATER COMMISSION**  
**ITEMS TO BE PAID BY 6-19-25**  
**Board Meeting Date: May 15, 2025**

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
80,000.00	Blue Cross Blue Shield - Health Insurance			
8,500.00	Euclid Managers - Dental Insurance			
12,500.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
35,000.00	ComEd - Utility Charges			
400,000.00	Mid American Energy Services - Utility Charges			
180,000.00	City of Chicago - Lexington, Electric			
45,000.00	City of Chicago - Lexington Labor Costs			
35,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
400.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
5,800.00	Procurement Card Charges - \$200 Travel, \$3200 Conferences, \$200 Contractual, \$500 Other Admin \$1000 Training, \$250 Publications, \$200 Dues, \$250 Office Supplies			
250.00	Anderson - Pest Control			
500.00	Republic Services - Disposal Services			
500.00	Aramark - Supplies			
1,500.00	Cintas- Supplies			
250.00	Elecsys - Cell Data Services			
3,500.00	AL Warren - Fuel			
600.00	Toshiba - Copy and Lease Charges			
2,500.00	Multisystem Management - Cleaning Services			
625.00	Pitney Bowes - Postage			
8,000.00	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			
27,000.00	Alexander Chemical - Sodium Hypochlorite for FY 26			
5,000.00	AMPP - Annual Membership Fees			
10,000.00	Automatic Mechanical - HVAC PM Services for FY 26			
45,000.00	Beary - Northbrook Landscaping			
10,000.00	Beary - Landscaping			
2,000.00	Beary - Tanksite Landscaping			
2,000.00	Bedrock - Landscaping			
300.00	Charles Maruszczak - Expense Reimb			
130,000.00	Core & Main - Sensus Water Meter Omni+			
500.00	Crown Lift Truck - Quarterly Maintenance			
3,500.00	Door Systems - Overhead Door & Gate Inspections			
500.00	Ebel's Ace Hardware - Project Supplies			
500.00	Essco - 4/25 Service Call			
95,000.00	Essco - DPS Fire Alarm System Upgrade			
5,000.00	F. E. Moran - Fire Sprinkler/Ecaro Inspections for FY 26			
11,000.00	Grainger - Sump Pumps			
7,000.00	Hach - Spare CL17 Analyzer and SC4500 Controller			
1,900.00	Hach - CL 17 Analyzer Replacement Parts			
3,500.00	Hach - Chemicals for Daily Laboratory Testing of Water Quality			

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 6-19-25  
Board Meeting Date: May 15, 2025**

15,000.00	Hach - Service Agreement Renewal
1,000.00	Home Depot - Project Supplies
500.00	House of Glass - Glass Top for Conference Room
11,000.00	HSQ - Phone Support for FY 26
20,000.00	ITSavvy - Trellix Annual Renewal
100.00	McMaster Carr - Install Hardware for Transmitters
200.00	McMaster Carr - Hose Crimp Pliers
3,000.00	Mike Weed - IFMA WW Conference Expense Reimbursement
400.00	Office Depot - Supplies
8,000.00	Performance Battery - Battery Maintenance for FY 26
1,000.00	Program One - Window Cleaning
300.00	Red Wing - Safety Shoes Driscoll
1,200.00	Specialty Mat - Mat Service
500.00	Staples - Office Supplies
2,200.00	Tanknology - Annual Fuel Tank Inspections
5,000.00	Trugreen - Lawn Service for FY 26
9,000.00	Wachter - Small Conference Room AV Supplies
12,000.00	Accenture - Quarterly Support
300,000.00	Baxter & Woodman/Boller Construction - SCADA
30,000.00	Carollo - SCADA
30,000.00	Strand - SCADA
50,000.00	Schneider Electric - Security Camera/Access Control/Misc.
76,000.00	Rossi - QR-12.029
123,200.00	Rossi - QR-12.030
3,700.00	DLC - Rectifiers Troubleshooting
10,000.00	Tai Ginsberg - Consulting Services
3,300.00	AECOM - Tollway Review
<hr/>	
1,999,725.00	



**Ordinance #:** O-6-25

**Account:** 01-80-8520

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

**JL JML CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 5/8/2025

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

**Agenda Section:** Engineering & Construction

**Originating Department:** Engineering

---

Ordinance No. O-6-25 would authorize the General Manager, his staff and the Commission's attorneys and consultants to initiate negotiations for the acquisition of easements and other real estate 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, in addition to the wholesale acquisition of a small number of parcels. While the project design seeks to minimize impacts to the impacted private properties by maintaining the alignment along the perimeter wherever possible, temporary/permanent easements and property purchases will need to be negotiated by the Commission to acquire the necessary rights to construct the pipeline and maintain it into the future.

Each acquisition 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 and other real estate to be discussed during Executive Session.

---

**Recommended Motion:**

To adopt Ordinance No. O-6-25

DUPAGE WATER COMMISSION

---

**ORDINANCE NO. O-6-25**

---

AN ORDINANCE AUTHORIZING THE NEGOTIATION FOR THE ACQUISITION OF CERTAIN REAL ESTATE AND 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 certain real estate and 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 9; and

WHEREAS, the Board of Commissioners of the Commission find that the real estate as described in the attached Exhibit 1 should be acquired and is necessary and desirable for the purposes as hereinabove set forth; 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 2 through 9 should also 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 each parcel and easement which it believes represents 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 real estate and easements described in Exhibits 1 through 9 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 real estate and easements described in Exhibits 1 through 9, 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-6-25.docx

Legal Description from Plat of Survey for Chlorination Building Property  
Dated April 8, 2025

PIN 03-01-376-013

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the northeast corner of said Southwest Quarter; thence southerly along the east line of said Southwest Quarter, 686.63 feet, thence westerly parallel to the south line of said Southwest Quarter 1359.40 feet, thence southeasterly along a line, hereinafter referred to as line A, forming an angle of 57 degrees 39 minutes 09 seconds with the last described course, measured counter clockwise therefrom, 1758.76 feet to a line drawn parallel with and 300.00 feet north of, as measured along the east line of said Southwest Quarter, the northerly line of a tract of land conveyed to Commonwealth Edison Company by a deed dated February 4, 1960 and recorded in Book 122 of Deeds on Page 328 as Document Number 128854 for the point of beginning, thence easterly along said parallel line, 59.18 feet to a line drawn parallel with said line A and 50 feet, normally distant, easterly therefrom, thence southeasterly, parallel with said line A, 355.10 feet to said north line, thence westerly along said northerly line 352.46 feet to an angle in said northerly line, thence southwesterly along said northerly line, which forms an angle of 205 degrees 11 minutes 01 seconds with the last described course, measured counter-clockwise therefrom, 305.95 feet to the center of line of U.S. Route No. 30; thence northwesterly along said center line which forms an angle of 133 degrees 48 minutes 55 seconds with the last described course, measured counter-clockwise therefrom, 30.46 feet, thence northwesterly along said center line, being along a tangential curve to the right having a radius of 1432.69 feet, an arc distance of 348.30 feet, thence northeasterly parallel with the last cited northerly line, 602.4 feet, thence easterly along a line which forms an angle of 205 degrees 11 minutes 01 seconds with the last described course, measured clockwise therefrom, 229.47 feet to the Point of Beginning (except the southerly 100.0 feet thereof, as measured perpendicular to the southerly lines and also excepting therefrom that part of the Southwest Quarter of Section 1, Township 37 North, Range 8, East of the Third Principal Meridian described as follows: Commencing at the southeast corner of said Southwest Quarter, thence northerly, 175.00 feet along the east line of said Southeast Quarter to the northerly line of land conveyed to Commonwealth Edison company by deed dated 2/4/60 and recorded in Book 122 of Deeds of Page 328 as Document 128854, thence South 89 degrees 47 minutes 04 seconds West (bearing assumed for description purposes), 514.68 feet along said northerly line to an angle point, thence South 64 degrees 35 minutes 54 seconds West, 305.95 feet along said northerly line to the center line of U.S. Route 30, thence North 69 degrees 13 minutes 01 seconds West, 30.88 feet along, said center line, thence northwesterly, 104.16 feet along said center line tangent to the last described course, being along a curve concave to the northeast having a radius of 1432.69 feet, the chord of said curve bearing North 67 degrees 08 minutes 03 seconds West to the point of beginning, thence northwesterly,

243.78 feet along said center line, being along a curve concave to the northeast having a radius of 1432.69 feet, the chord of said curve bearing North 60 degrees 10 minutes 36 seconds West to the northerly line of a tract of land conveyed to Austin Bank of Chicago, as trustee, by a warranty deed recorded July 17, 1996 as Document Number 9607491, thence North 64 degrees 35 minutes 54 seconds East, 506.73 feet along said line parallel with the last cited northerly line, thence southeasterly, 200.00 feet perpendicular to the last described course, thence South 64 degrees 35 minutes 54 seconds West, 367.85 feet along a line that is 100 feet northwesterly and parallel with the northerly line of Commonwealth Edison right-of-way, aforesaid, to the Point of Beginning), in Oswego Township, Kendall County, Illinois.

Also excepting therefrom any part thereof dedicated by Plat of Dedication recorded as Document 200200022490.

Area = 68,861 Square Feet or 1.581 Acres

AND

PIN 03-01-376-014

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the southeast corner of said Southwest Quarter; thence northerly, 175.00 feet along the east line of said Southeast Quarter to the northerly line of land conveyed to Commonwealth Edison Company by deed dated 2/4/60 and recorded in Book 122 of Deed on Page 328 as Document 128854, thence South 89 degrees 47 minutes 04 seconds West (bearings assumed for description purposes), 514.68 feet along said northerly line to an angle point; thence South 64 degrees 35 minutes 54 seconds West, 305.95 feet along said northerly line to the center line of U.S. Route 30; thence North 69 degrees 13 minutes 01 seconds West, 30.88 feet along said center line; thence northwesterly, 104.16 feet along said center line tangent to the last described course, being along a curve concave to the northeast having a radius of 1432.69 feet, the chord of said curve bearing North 67 degrees 08 minutes 03 seconds West to the Point of Beginning; thence northwesterly, 243.78 feet along said center line, being along a curve concave to the northeast having a radius of 1432.69 feet, the chord of said curve bearing North 60 degrees 10 minutes 36 seconds West to the northerly line of a tract of land conveyed to Austin Bank of Chicago, as trustee, by a warranty deed recorded July 17, 1996 as Document No. 9607491; thence North 64 degrees 35 minutes 54 seconds East, 506.73 feet along said line parallel with the last cited northerly line; thence southeasterly, 200.00 feet perpendicular to the last described course, thence South 64 degrees 35 minutes 54 seconds West, 367.85 feet along a line that is 100 feet northwesterly and parallel with the northerly line of Commonwealth Edison right of way, aforesaid, to the point of beginning, in Kendall County, Illinois.

Excepting therefrom any part thereof dedicated for public roadway purposes by Plat of Dedication recorded as Document 200300025705.

Also excepting therefrom any part thereof dedicated by Plat of Dedication recorded as Document 200200022490.

Area = 76,050 Square Feet or 1.745 Acres and  
7,344 Square Feet or 0.169 Acres - Lies within limits of Dedication  
of Right of Way for Public Road  
Purposes per Book 116 Page 143.

Total Area = 152,255 Square Feet or 3.495 Acres

Known as: U.S. Route 30 and 95th Street  
Oswego, Illinois 60543

**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: 0104 Permanent  
Easement 1

Index No.: 03-01-376-014  
03-01-376-013  
03-01-301-083

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the intersection of the northerly line of a tract of land conveyed to Austin Bank of Chicago as Trustee by a warranty deed recorded July 17, 1996 as Document Number 9607491 and the center line of U.S. Route 30; thence North 63 degrees 52 minutes 42 seconds East along said northerly line a distance of 95.78 feet, to the Point of Beginning; thence continuing North 63 degrees 52 minutes 42 seconds East along said northerly line a distance of 24.92 feet; thence North 62 degrees 44 minutes 44 seconds West a distance of 125.39 feet; thence North 50 degrees 10 minutes 48 seconds West a distance of 86.17 feet; thence South 39 degrees 49 minutes 12 seconds West a distance of 40.07 feet, to the northeasterly line of U.S. Route 30 as dedicated for public roadway purposes per Document Number 2003-00025705; thence southeasterly along said northeasterly line being a non-tangential curve to the left, having a radius of 1382.69 feet, an arc length of 20.00 feet, a chord bearing of South 49 degrees 56 minutes 38 seconds East, and a chord length of 20.00 feet; thence North 39 degrees 49 minutes 12 seconds East a distance of 20.15 feet; thence South 50 degrees 10 minutes 48 seconds East a distance of 68.38 feet; thence South 62 degrees 44 minutes 44 seconds East a distance of 112.72 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 0.104 acres, more or less or 4,529 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: 0104 Permanent  
Easement 2  
Index No.: 03-01-376-014  
03-01-376-013  
03-01-301-083

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the intersection of the northerly line of a tract of land conveyed to Austin Bank of Chicago as Trustee by a warranty deed recorded July 17, 1996 as Document Number 9607491 and the center line of U.S. Route 30; thence North 63 degrees 52 minutes 42 seconds East along said northerly line a distance of 120.70 feet; thence North 62 degrees 44 minutes 44 seconds West a distance of 125.39 feet; thence North 50 degrees 10 minutes 48 seconds West a distance of 86.17 feet; thence South 39 degrees 49 minutes 12 seconds West a distance of 4.73 feet, to the Point of Beginning; thence continuing South 39 degrees 49 minutes 12 seconds West a distance of 10.00 feet; thence North 48 degrees 37 minutes 41 seconds West a distance of 170.62 feet; thence North 37 degrees 22 minutes 41 seconds West a distance of 289.65 feet; thence North 26 minutes 07 minutes 41 seconds West a distance of 347.21 feet, to a point on the southerly line of the road known as Proclamation Drive as dedicated for public roadway purposes per Document Number 2003-00025705, which point is 15.49 feet easterly of the northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705 as measured along said southerly line; thence North 63 degrees 44 minutes 06 seconds East along said southerly line a distance of 10.00 feet; thence South 26 degrees 07 minutes 41 seconds East a distance of 346.25 feet; thence South 37 degrees 22 minutes 41 seconds East a distance of 287.68 feet; thence South 48 degrees 37 minutes 41 seconds East a distance of 169.37 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 0.185 acres, more or less or 8,050 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2025 by and between  
\_\_\_\_\_  
\_\_\_\_\_

(collectively referred to as “Grantor”) and the  
DUPAGE WATER COMMISSION, a County  
Water Commission and Public Corporation under  
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS  
3720/0.001, *et seq.* (hereinafter “Grantee”).

*FOR RECORDER'S USE ONLY*

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

**WITNESSETH**

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of \_\_\_\_\_ and No/100 Dollars (\$ \_\_\_\_\_), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

**3. Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

**4. Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee’s consultants or subcontractors (“Grantee’s Agents”). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee’s Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

**5. Restoration.** Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor 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](mailto:may@dpwc.org)

with a copy to:

Phillip A. Luetkehans, Esq.  
Luetkehans, Brady, Garner & Armstrong, LLC  
2700 International Drive, Suite 305  
West Chicago, IL 60185  
Email: [pal@lbgalaw.com](mailto:pal@lbgalaw.com)

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

**14. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

**This instrument prepared by  
and after recording return to:**

Phillip A. Luetkehans, Esq.  
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC  
2700 International Drive, Suite 305  
West Chicago, IL 60185  
[pal@lbgalaw.com](mailto:pal@lbgalaw.com)  
630-773-8500

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: TW-6/25 (Section 2)  
Section: 1-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0104 Temporary  
Easement 1  
Index No.: 03-01-376-014  
03-01-376-013  
03-01-301-083

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the intersection of the northerly line of a tract of land conveyed to Austin Bank of Chicago as Trustee by a warranty deed recorded July 17, 1996 as Document Number 9607491 and the center line of U.S. Route 30; thence North 63 degrees 52 minutes 42 seconds East along said northerly line a distance of 120.70 feet, to the Point of Beginning; thence North 62 degrees 44 minutes 44 seconds West a distance of 125.39 feet; thence North 50 degrees 10 minutes 48 seconds West a distance of 86.17 feet; thence South 39 degrees 49 minutes 12 seconds West a distance of 4.73 feet; thence North 48 degrees 37 minutes 41 seconds West a distance of 60.02 feet; thence North 39 degrees 49 minutes 12 seconds East a distance of 63.10 feet; thence South 50 degrees 10 minutes 48 seconds East a distance of 139.57 feet; thence South 62 degrees 44 minutes 44 seconds East a distance of 163.38 feet, to said northerly line of a tract of land conveyed to Austin Bank of Chicago as Trustee by a warranty deed recorded July 17, 1996, as Document Number 9607491; thence South 63 degrees 52 minutes 42 seconds West a distance of 74.76 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 0.401 acres, more or less or 17,469 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2025 by and between  
\_\_\_\_\_  
\_\_\_\_\_

(collectively referred to as “Grantor”) and the  
DUPAGE WATER COMMISSION, a County  
Water Commission and Public Corporation under  
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS  
3720/0.001, *et seq.* (hereinafter “Grantee”).

*FOR RECORDER'S USE ONLY*

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

**WITNESSETH**

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of \_\_\_\_\_ and No/100 Dollars (\$ \_\_\_\_\_), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

**3. Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

**4. Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee’s consultants or subcontractors (“Grantee’s Agents”). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee’s Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

**5. Restoration.** Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor 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](mailto:may@dpwc.org)

with a copy to:

Phillip A. Luetkehans, Esq.  
Luetkehans, Brady, Garner & Armstrong, LLC  
2700 International Drive, Suite 305  
West Chicago, IL 60185  
Email: [pal@lbgalaw.com](mailto:pal@lbgalaw.com)

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

**14. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

**This instrument prepared by  
and after recording return to:**

Phillip A. Luetkehans, Esq.  
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC  
2700 International Drive, Suite 305  
West Chicago, IL 60185  
[pal@lbgalaw.com](mailto:pal@lbgalaw.com)  
630-773-8500

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 4)  
Section: 1-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0104 Temporary  
Easement 2  
Index No.: 03-01-376-014  
03-01-376-013  
03-01-301-083

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the intersection of the northerly line of a tract of land conveyed to Austin Bank of Chicago as Trustee by a warranty deed recorded July 17, 1996 as Document Number 9607491 and the center line of U.S. Route 30; thence North 63 degrees 52 minutes 42 seconds East along said northerly line a distance of 120.70 feet; thence North 62 degrees 44 minutes 44 seconds West a distance of 125.39 feet; thence North 50 degrees 10 minutes 48 seconds West a distance of 86.17 feet; thence South 39 degrees 49 minutes 12 seconds West a distance of 14.73 feet, to the Point of Beginning; thence North 48 degrees 37 minutes 41 seconds West a distance of 170.62 feet; thence North 37 degrees 22 minutes 41 seconds West a distance of 289.65 feet; thence North 26 minutes 07 minutes 41 seconds West a distance of 347.21 feet, to a point on the southerly line of the road known as Proclamation Drive as dedicated for public roadway purposes per Document Number 2003-00025705; thence South 63 degrees 44 minutes 06 seconds West along said southerly line a distance of 15.49 feet, to the northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence South 26 degrees 15 minutes 18 seconds East along said northeasterly line a distance of 272.45 feet; thence continuing southeasterly along said northeasterly line being a non-tangential curve to the left, having a radius of 1382.69 feet, an arc length of 542.33 feet, a chord bearing of South 38 degrees 17 minutes 35 seconds East, and a chord length of 538.86 feet; thence North 39 degrees 49 minutes 12 seconds East a distance of 25.34 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 0.340 acres, more or less or 14,832 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: 0707 Permanent Easement

Index No.: 03-01-301-081  
03-01-301-082

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the intersection of the northerly line of the road known as Proclamation Drive as dedicated for public roadway purposes per Document Number 2003-00025705, with the northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence North 63 degrees 44 minutes 06 seconds East along said northerly line a distance of 15.63 feet, to the Point of Beginning; thence North 26 degrees 07 minutes 41 seconds West a distance of 1031.17 feet, to a point on the southerly line of the road known as Lincoln Station Drive as dedicated for public roadway purposes per said Document Number 2003-00025705, which point is 17.91 feet easterly of the northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705 as measured along said southerly line; thence North 63 degrees 44 minutes 06 seconds East along said southerly line a distance of 10.00 feet; thence South 26 degrees 07 minutes 41 seconds East 1031.17 feet, to said northerly line of the road known as Proclamation Drive; thence South 63 degrees 44 minutes 06 seconds West a distance of 10.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.237 acres, more or less or 10,312 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2025 by and between

\_\_\_\_\_  
\_\_\_\_\_

(collectively referred to as “Grantor”) and the  
DUPAGE WATER COMMISSION, a County  
Water Commission and Public Corporation under  
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS  
3720/0.001, *et seq.* (hereinafter “Grantee”).

*FOR RECORDER'S USE ONLY*

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

**WITNESSETH**

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of \_\_\_\_\_ and No/100 Dollars (\$ \_\_\_\_\_), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

**3. Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

**4. Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee’s consultants or subcontractors (“Grantee’s Agents”). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee’s Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

**5. Restoration.** Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

**9. Exceptions.** The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

**10. Damages.** To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

**11. Grantee's Execution.** Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

**12. Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of \_\_\_\_\_ County, Illinois.

**13. Notices.** All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

If to GRANTEE:

Paul May  
General Manager  
DuPage Water Commission  
600 E. Butterfield Road  
Elmhurst, IL 60126  
Email: [may@dpwc.org](mailto:may@dpwc.org)

with a copy to:

Phillip A. Luetkehans, Esq.  
Luetkehans, Brady, Garner & Armstrong, LLC  
2700 International Drive, Suite 305  
West Chicago, IL 60185  
Email: [pal@lbgalaw.com](mailto:pal@lbgalaw.com)

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

**14. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

**This instrument prepared by  
and after recording return to:**

Phillip A. Luetkehans, Esq.  
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC  
2700 International Drive, Suite 305  
West Chicago, IL 60185  
[pal@lbgalaw.com](mailto:pal@lbgalaw.com)  
630-773-8500

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 4)  
Section: 1-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0707 Temporary Easement

Index No.: 03-01-301-081  
03-01-301-082

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the intersection of the northerly line of the road known as Proclamation Drive as dedicated for public roadway purposes per Document Number 2003-00025705, with the northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence North 63 degrees 44 minutes 06 seconds East along said northerly line a distance of 15.63 feet; thence North 26 degrees 07 minutes 41 seconds West a distance of 1031.17 feet, to the southerly line of the road known as Lincoln Station Drive as dedicated for public roadway purposes per said Document Number 2003-00025705; thence South 63 degrees 44 minutes 06 seconds West along said southerly line a distance of 17.91 feet, to said northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence South 26 degrees 15 minutes 18 seconds East along said northeasterly line a distance of 1031.16 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.397 acres, more or less or 17,295 square feet, more or less.

**GRANT OF  
PERMANENT EASEMENT  
TO DUPAGE WATER COMMISSION**

\_\_\_\_\_,  
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: 0708 Permanent Easement

Index No.: 03-01-301-080

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Commencing at the intersection of the northerly line of the road known as Lincoln Station Drive as dedicated for public roadway purposes per Document Number 2003-00025705, with the northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence North 63 degrees 44 minutes 06 seconds East along said northerly line a distance of 18.04 feet, to the Point of Beginning; thence North 26 degrees 07 minutes 41 seconds West a distance of 260.97 feet; thence North 71 degrees 07 minutes 41 seconds West a distance of 26.39 feet, to said northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence North 26 degrees 15 minutes 18 seconds West along said northeasterly line a distance of 14.17 feet; thence South 71 degrees 07 minutes 41 seconds East a distance of 40.58 feet; thence South 26 degrees 07 minutes 41 seconds East a distance of 265.09 feet, to said northerly line of the road known as Lincoln Station Drive as dedicated for public roadway purposes per Document Number 2003-00025705; thence South 63 degrees 44 minutes 06 seconds West a distance of 10.00 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.068 acres, more or less or 2,966 square feet, more or less.

**TEMPORARY CONSTRUCTION  
EASEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_  
day of \_\_\_\_\_, 2025 by and between

\_\_\_\_\_  
\_\_\_\_\_

(collectively referred to as “Grantor”) and the  
DUPAGE WATER COMMISSION, a County  
Water Commission and Public Corporation under  
65 ILCS 5/11-135-1, *et seq.* and 70 ILCS  
3720/0.001, *et seq.* (hereinafter “Grantee”).

*FOR RECORDER'S USE ONLY*

WHEREAS, the Grantee desires to construct a water main and other related fixtures and appurtenances (collectively, the “Facilities”) to be located on property owned by Grantor; and

WHEREAS, the Grantee desires to enter on to Grantor’s property to construct said Facilities and, to allow same, Grantor desires to grant a temporary easement over Grantor’s property to allow Grantee sufficient space to construct said Facilities under the terms contained herein.

**WITNESSETH**

1. **Incorporation of Recitals and Easement Agreement.** The Recitals set forth above are incorporated herein by this reference and made a part of the substantive terms of this Agreement as if once again fully set forth.

2. **Temporary Easement.** Grantor, for and in consideration of the sum of \_\_\_\_\_ and No/100 Dollars (\$ \_\_\_\_\_), and other good and valuable

consideration paid, does hereby grant and give unto the Grantee a temporary easement over, under and upon the real estate described on the Temporary Construction Easement Exhibit (the “Temporary Easement Area”), attached hereto as Exhibit A, to complete the construction and installation of the Facilities. Grantee shall use commercially reasonable efforts to not disrupt or interfere with Grantor’s access, as currently existing, to the Grantor’s property in exercising its rights granted herein.

**3. Expiration.** This easement is a temporary easement, and unless it is extended in writing by the Grantor, this temporary easement shall expire, without any action by either party, three years from the date of the execution of this Agreement by Grantee.

**4. Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Temporary Easement Area in favor of Grantee or Grantee’s consultants or subcontractors (“Grantee’s Agents”). Grantee shall indemnify, defend and hold harmless Grantor and the Temporary Easement Area from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee or Grantee’s Agents, and, in the event that any such lien shall arise or accrue against Grantor or the Temporary Easement Area, Grantee shall, promptly following written notice from Grantor of the lien, cause such lien to be released of record by payment thereof or posting of a bond with Grantor in a form and amount which is reasonably satisfactory to Grantor.

**5. Restoration.** Grantee shall restore that portion of Grantor’s property damaged and/or disturbed by Grantee during the original installation of Grantee’s facilities on the Temporary Easement Area to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor’s property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting,

Grantee agrees that it shall perform all such restoration in a timely manner. Grantor agrees that Grantor's sign(s) and/or mailbox(es) in or near the Temporary Easement Area may be temporarily removed during original installation of Grantee's Facilities on the Temporary Easement Area, and Grantee agrees, at its sole cost, to repair and restore any such removed sign(s) and/or mailbox(es) to their approximate original location in at least as good a condition as before removal or, if Grantee deems it impractical to repair and restore the sign(s) or mailbox(es), to replace the sign(s) or mailbox(es) with sign(s) or mailbox(es) of comparable quality.

6. **Reservation.** Grantor reserves the right to use and to allow others the right to use the Temporary Easement Area in any manner that will not adversely affect or materially interfere with the exercise by Grantee of the rights herein granted.

7. **Insurance.** Prior to entry upon the Temporary Easement Area, and at all times during use of the Temporary Easement Area, Grantee and/or Grantee's agents shall have in effect worker's compensation insurance with statutory limits of coverage and commercial general liability insurance naming Grantor as an additional insured with waiver of subrogation and with limits not less than One Million Dollars (\$1,000,000) for personal injury, including bodily injury and death, and property damage. Upon written request of Grantor, Grantee shall deliver to Grantor certificates of insurance evidencing such coverage.

8. **Release of Claims; Indemnity.** Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, Grantor's beneficiary(ies) and all of their respective partners, employees, agents, mortgagees, licensees, contractors, insurers, tenants, guests and invitees (and their respective officers, directors, shareholders, insurers, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims,

demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property which is directly or indirectly due to operations on, or the use of, the Temporary Easement Area (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities) by Grantee, its agents, employees and contractors, and for those claiming through any of them (collectively the "Grantee Group"), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions.

To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to Grantee's activities, operations or use of the Temporary Easement Area, or the exercise of Grantee's rights hereunder, by Grantee Group or any member thereof (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities), excluding, however, any such matters which arise out of any of the Grantor Indemnitees' acts or omissions. Grantee will be responsible for all safety measures during the construction, maintenance, restoration, operation, existence, replacement or repair of the Facilities to prevent injury to person or damage to property.

**9. Exceptions.** The temporary easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and

regulations, questions of survey, and rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

**10. Damages.** To the extent Grantee is unable to restore Grantor's property, Grantee shall reimburse Grantor for any damages to Grantor's property resulting from the use of this Temporary Construction Access, including the value of any crops damaged.

**11. Grantee's Execution.** Grantee joins in the execution of this Agreement for purposes of evidencing its agreement to be bound by Grantee's covenants and agreements herein set forth.

**12. Modification or Termination.** This Agreement may be modified or terminated only by an instrument in writing executed by both Grantor and Grantee, or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted, recorded in the Office of the Recorder of \_\_\_\_\_ County, Illinois.

**13. Notices.** All notices to be given hereunder shall be personally delivered, sent via electronic mail, first class mail, or delivered via a reputable overnight courier with postage prepaid to the parties at the following addresses (or to such other or further addresses as the parties may have or hereafter designate by like notice similarly sent):

If to GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

If to GRANTEE:

Paul May  
General Manager  
DuPage Water Commission  
600 E. Butterfield Road  
Elmhurst, IL 60126  
Email: [may@dpwc.org](mailto:may@dpwc.org)

with a copy to:

Phillip A. Luetkehans, Esq.  
Luetkehans, Brady, Garner & Armstrong, LLC  
2700 International Drive, Suite 305  
West Chicago, IL 60185  
Email: [pal@lbgalaw.com](mailto:pal@lbgalaw.com)

All notices sent by electronic mail shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices sent by mail shall be deemed effectively given on the fourth (4th) business day following the date of such mailing. All notices sent by overnight courier shall be deemed effectively given on the first (1st) business day following the date of such mailing. All notices personally delivered shall be deemed effectively given on the date of such delivery.

**14. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and in the year first written above.

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

**DUPAGE WATER COMMISSION**

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

Its: \_\_\_\_\_

**This instrument prepared by  
and after recording return to:**

Phillip A. Luetkehans, Esq.  
LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC  
2700 International Drive, Suite 305  
West Chicago, IL 60185  
[pal@lbgalaw.com](mailto:pal@lbgalaw.com)  
630-773-8500

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, individually [and as Trustee aforesaid], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

**EXHIBIT A**

Legal Description/Depiction of Temporary Easement Area

Route: FW-1/25 (Section 4)  
Section: 1-37-8  
County: Kendall  
Job No.: 23-R0494  
Parcel: 0708 Temporary Easement

Index No.: 03-01-301-080

That part of the Southwest Quarter of Section 1, Township 37 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), grid, described as follows:

Beginning at the intersection of the northerly line of the road known as Lincoln Station Drive as dedicated for public roadway purposes per Document Number 2003-00025705, with the northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence North 63 degrees 44 minutes 06 seconds East along said northerly line a distance of 18.04 feet; thence North 26 degrees 07 minutes 41 seconds West a distance of 260.97 feet; thence North 71 degrees 07 minutes 41 seconds West a distance of 26.39 feet, to said northeasterly line of U.S. Route 30 as dedicated for said public roadway purposes per Document Number 2003-00025705; thence South 26 degrees 15 minutes 18 seconds East along said northeasterly line a distance of 279.68 feet, to the Point of Beginning, (except that part thereof lying within the limits of the foundation of any permanent building existing as of the date of this exhibit).

Said parcel containing 0.114 acres, more or less or 4,957 square feet, more or less.