



AGENDA – Administration Committee

Thursday, June 19, 2025

6:15 PM

- I. Roll Call
- II. Approval of the May 15, 2025 Administration Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of May 15, 2025 Administration Committee Meeting of the DuPage Water Commission.

- III. Resolution No. R-46-25: A Resolution Authorizing the execution of Tax-Exempt Bond Certification for the WaterLink Communities. No cost for this action.
- IV. Resolution No. R-58-25: A Resolution Authorizing the General Manager to execute a contract with Sikich LLP, for Communications Management, at a cost not-to-exceed \$50,000.
- V. Resolution No. R-59-25: To Authorize Approval of Requisition No. 80668 to Concentric Integration for The Upgrade of the Meter Shop Test Bench Computer and Associated Programs at an approximate cost of \$16,800.
- VI. Request for Board Action: Travel for two (2) Commission Employees for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, at an estimated cost of \$2,000.

RECOMMENDED MOTION: To recommend approval of Items 2 through 5 of the Administration Committee Report section of the Commission meeting agenda.

- VII. Old Business
- VIII. New Business
- IX. Executive Session

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).

X. Adjournment

**Minutes of a Meeting
of the**

ADMINISTRATION COMMITTEE

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

May 15, 2025

- I. Commissioner Romano called the meeting to order at 5:53 PM.
Commissioners in attendance: A. Honig, S. Greaney, K. Romano
Commissioners absent: D. Van Vooren, J. Zay
Also in attendance: P. May, D. Mundall

- II. Commissioner Romano asked for a motion to approve the Minutes of the March 20, 2025 Administration Committee Meeting, Commissioner Honig moved, seconded by Commissioner Greaney, unanimously approved by a voice vote. All aye, motion carried.

- III. Commissioner Romano asked for a motion to approve Request for Board Action, Travel for a Commission employee to the 2025 International Facility Management Association World 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. Commissioner Honig moved, seconded by Commissioner Greaney, unanimously approved by a voice vote, all aye, motion carried.

- IV. Commissioner Romano asked for a motion to approve 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. Commissioner Greaney moved, seconded by Commissioner Honig, unanimously approved by a voice vote, all aye, motion carried.

- V. Commissioner Romano asked for a motion to approve Resolution 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. Commissioner Honig moved, seconded by Commissioner Greaney, unanimously approved by a voice vote, all aye, motion carried.

- VI. Old Business
No Old Business was offered.

- VII. New Business
No New Business was offered.

- VIII. Other

IX. Adjournment

Commissioner Honig moved to adjourn the meeting at 5:57 PM, seconded by Commissioner Greaney, unanimously approved by a voice vote. All aye, motion carried.

Meeting adjourned at 5:58 PM.



Resolution #: R-46-25

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

PDM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/10/2025

Description: Recommendation to authorize execution of Tax Exempt Bond certification for WaterLink communities

Agenda Section: Administration Committee

Originating Department: Administration

As the WaterLink project approaches construction, the participating communities Montgomery, Oswego, and Yorkville will be activating a variety of funding mechanisms to deposit the necessary funds in the DWC-WaterLink escrow accounts prior to the realization of associated costs. The communities will be utilizing a number of instruments for this purpose, including federal WIFIA funds, conventional municipal revenue/GO bonds, and reserve funds. The DWC will not be an obligatory party to any of the funding documents.

However, as bond documents are assembled, it will be necessary for DWC to certify the tax exemption status of the Commission so that the municipalities can comply with regulations for issuing tax-exempt instruments. The attached certification has been prepared by Chapman & Cutler, LLP on behalf of the Village of Oswego, with collaboration and reviewed by DWC Legal Counsel, Phil Luetkehans, of LBGA Law and is hereby submitted with a recommendation for approval. It is anticipated that similar certifications will be required for the other participating communities, so approval is sought for required companion certifications so long as they are substantially in the form as the Oswego document and are reviewed and approved by DWC Legal Counsel prior signature.

Recommended Motion:

To adopt Resolution R-46-25 authorizing the Chairman to execute Tax Exempt Bond Certification(s) for WaterLink Communities, no cost this action.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-46-25

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF COMMISSIONERS OF THE DUPAGE WATER COMMISSION TO EXECUTE CERTIFICATIONS RELATED TO ISSUANCE OF TAX EXEMPT BONDS BY THE WATERLINK COMMUNITIES

WHEREAS, the DuPage Water Commission, Illinois (the "*Commission*"), is a duly organized water commission and unit of local government of the State of Illinois (the "*State*") operating, *inter alia*, under and pursuant to the Water Commission Act of 1985 and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.* (collectively, the "*Water Commission Act*"); and

WHEREAS, the United City of Yorkville, Kendall County, Illinois, the Village of Oswego, Kendall and Will Counties, Illinois, and the Village of Montgomery, Kendall and Kane Counties, Illinois (collectively, the "*WaterLink Communities*"), are each municipalities and units of local government of the State; and

WHEREAS, the Commission and each of the WaterLink Communities have entered into intergovernmental agreements pursuant to which, among other things, the WaterLink Communities will purchase water from the Commission to serve the water needs of the WaterLink Communities; and

WHEREAS, in order for the WaterLink Communities to receive water from the Commission, certain capital improvements must be made to the waterworks systems of the Commission and the WaterLink Communities, including the construction of a pipe which will connect the Commission's waterworks system to the waterworks systems of the WaterLink Communities (the "*Project*"); and

WHEREAS, pursuant to intergovernmental agreements among the Commission and the WaterLink Communities, the WaterLink Communities are required to pay the costs of the Project; and

WHEREAS, the WaterLink Communities have issued, or are expected to issue in the future, bonds or other obligations to finance the costs of the Project; and

WHEREAS, to decrease the borrowing costs for the WaterLink Communities, the WaterLink Communities expect to issue such bonds or obligations such that the interest thereon is excludible from gross income of the owners thereof for federal income tax purposes (“*Tax-Exempt Bonds*”) under the Internal Revenue Code of 1986, as amended; and

WHEREAS, because all or a portion of the Project will be owned by the Commission, the issuance of the obligations or the WaterLink Communities as Tax-Exempt Bonds will require certain covenants and agreements of the Commission to ensure that the requirements of the Code are met (each a “*Tax Certificate*”); and

WHEREAS, the WaterLink Communities are expected to issue Tax-Exempt Bonds in multiple tranches and at separate times for the Project and, therefore, it is expedient and economical to authorize the execution of such Tax Certificates in the future as such Tax-Exempt Bonds are issued:

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook, and Will, Illinois, as follows:

SECTION ONE: *Incorporation of Preambles*. The Board of Commissioners hereby finds that the recitals contained in the preambles to this Resolution are true, correct, and complete and does incorporate them into this Resolution by this reference.

SECTION TWO: *Authorization to Execute Tax Certificates*. The Commission hereby authorizes the Chairman of the Commission to execute Tax Certificates upon the request of the

WaterLink Communities. Such Tax Certificates shall be substantially the form set forth as *Exhibit A* hereto, with such modifications or additions as may be necessary or that the WaterLink Communities may reasonably request, all related to the requirements for issuing Tax-Exempt Bonds under the Code. Any changes to the form of Tax Certificate attached hereto as *Exhibit A* shall be approved by the Chairman, the execution of the Tax Certificate by the Chairman being conclusive evidence of the approval of such changes.

SECTION THREE: *Superseder and Effective Date*. All resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Resolution shall be in full force and effect upon its passage and approval as provided by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION FOUR: *Severability.* If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

	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-46-25.docx



TO: DuPage Water Commission Board of Commissioners

FROM: Phillip A. Luetkehans, Luetkehans, Brady, Garner & Armstrong, LLC

SUBJECT: Montgomery, Oswego and Yorkville Bond

DATE: June 11, 2025

As you are aware, the DuPage Water Commission (the “Commission”) has entered into Intergovernmental Agreements with Montgomery, Oswego and Yorkville (the “WaterLink” Communities”) to provide Lake Michigan water to their communities (the “Project”). To obtain the financing for the Project, the individual WaterLink Communities will be obtaining tax-exempt bond financing for at least a portion of their costs. In order to obtain that bond financing, the bonds will impose certain conditions on the WaterLink Communities to ensure that the interests of the bondholders are protected.

Those conditions include the Commission providing several representations in the form of a Closing Tax Exemption Certificate (the “Exemption Certificate”). Our office has been working with bond counsel for the WaterLink Communities to agree on language for the Exemption Certificates, as needed by each of the WaterLink Communities at the time of any bond financing. That Exemption Certificate and requisite Resolution are in your Board packet for approval at this month’s meeting. The major representations for the Commission’s purposes are:

1. Commission will use all bond proceeds it receives from the WaterLink Communities only for the Project.
2. The Commission does not expect to sell any of the system serving the WaterLink Communities before the bonds are paid off or at the end of the Project’s economic life, whichever comes first.
3. The Project being built will only be utilized by governmental entities bodies and their customers.
4. Commission expects to manage the Commission System through the end of the life of the bonds.
5. The Commission will not purchase any of the municipal bonds issued by the WaterLink Communities.

None of the representations being made in the Exemption Certificate should be problematic for the Commission. To streamline the process and assist in the timing of future bond issuances by the WaterLink Communities, the Resolution provided to you approves the form of the Exemption Certificate generally. Accordingly, the Chair will have the authority to execute these Exemption Certificates in the future without having to bring it back to the Board every time one of these needs to be provided for a bond closing.

EXHIBIT A
FORM OF TAX CERTIFICATE

CLOSING TAX EXEMPTION CERTIFICATE OF THE DUPAGE WATER COMMISSION

The [Village of Oswego, Kendall and Will Counties, Illinois][Village of Montgomery, Kendall and Kane Counties, Illinois][United City of Yorkville, Kendall County, Illinois] (“_____”), an Illinois municipal corporation and home rule unit organized and existing under the laws of the State of Illinois, [has issued] [is issuing on the date hereof] its [Title of Obligations], Series 20__ (the “_____ Bonds”), to pay the costs of certain capital projects necessary to connect the waterworks system of _____ to the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the “*Commission*”), specifically the construction of a pipe which will connect the Commission’s waterworks system (the “*Commission System*”) to the systems of [Oswego][Montgomery][Yorkville], [the Village of Oswego, Kendall and Will Counties, Illinois (“*Oswego*”),] [the Village of Montgomery, Kendall and Kane Counties, Illinois (“*Montgomery*”),] [the United City of Yorkville, Kendall County, Illinois (“*Yorkville*”)] to allow for the delivery of water from the Commission System to Oswego, Montgomery and Yorkville (collectively, the “*WaterLink Communities*”) beginning in 2028 (the “*Project*”). The Commission and _____ have executed an intergovernmental agreement for the purchase and sale of water (the “*Water Agreement*”), providing for the Commission to serve the water needs of _____. In addition, the Commission and the WaterLink Communities have executed an Escrow Intergovernmental Agreement (the “*Escrow IGA*”) requiring each of the WaterLink Communities to deposit funds into an escrow account held thereunder (the “*Escrow Account*”) to pay a proportionate share of the costs of the Project, which the Commission will use to construct the Project and providing for the execution of documents as necessary to complete the objectives and requirements of the Escrow IGA, including executing this Closing Tax Exemption Certificate (this “*Certificate*”).

The Commission, as a party to the Water Agreement and the Escrow IGA, makes and enters into this Tax Agreement. The undersigned is a duly qualified officer of the Commission.

Section 1. Expectations. The certifications set forth various facts regarding the use of the Project.

Section 2. Definitions. Certain capitalized terms used herein and not defined shall have the meaning ascribed to such terms on *Exhibit A* hereto.

Section 3. Description of Project. (A) The Commission, within six months of the date hereof, reasonably expects to incur a substantial binding obligation (not subject to contingencies within the control of the Commission or any member of the same Controlled Group as the Commission) to a third party to expend at least five percent of the _____ Bond Proceeds on the Project. It is expected that the work of acquiring and constructing the Project will continue to proceed with due diligence and the _____ Bond Proceeds will be spent to pay costs of the Project in accordance with the drawdown schedule contained in *Exhibit B*.

(B) *Working Capital.* All _____ Bond Proceeds transferred to the Commission will be used, directly or indirectly, to finance Capital Expenditures of the Project.

Section 4. No Sale of the Project. (a) Other than as provided in the next sentence, neither the Project nor any portion thereof has been, is expected to be, sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the Commission of the property (determined on the date of issuance of the _____ Bonds) or (ii) the last maturity date of the _____ Bonds (which is _____).

(b) The Commission acknowledges that if the Project is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a “deliberate action” within the meaning of the Regulations that may require prompt remedial actions to prevent interest on the _____ Bonds from being included in gross income for federal income tax purposes. The Commission shall promptly contact Bond Counsel if a sale or other disposition of the Project in a manner contrary to (a) above is considered by the Issuer.

Section 5. Private Use. (a) The Commission reasonably expects to be the owner of Project through at least the final maturity date of the _____ Bonds and reasonably expects that neither the Project nor any portion thereof will be sold or otherwise disposed of, in whole or in part, prior to such date.

(b) The Commission reasonably expects that it, other State and local governmental units and members of the general public with no special legal entitlements with respect to the Project will be the only users of the Project through the final maturity of the _____ Bonds.

(c) The Commission reasonably expects to manage all of the operations of the Commission System, including the Project, through the final maturity of the _____ Bonds, and does not reasonably expect to enter into agreements with any third parties to outsource management or operations of the Commission System.

(d) The Commission does not reasonably expect to lease the Project to any entity through the final maturity of the _____ Bonds.

(e) The Commission reasonably expects that no non-State or local governmental unit (other than possibly the Waterlink Communities) will have any special legal entitlements to use of the Project through the final maturity date of the _____ Bonds.

(f) No non-State or local governmental unit (other than customers of the local governmental units) will use the Project as a result of waterflow or output being delivered through the Project.

(g) The Commission will advise _____ in writing if any of its expectations as to use of the Project changes prior to the time the Commission enters into such agreements for use and will, prior to entering into any contractual arrangement or other transaction related to the Project that was not expected, provide _____ with the anticipated terms of such transaction.

Section 6. Internal Revenue Service Audits. The Internal Revenue Service has not contacted the Commission regarding any obligations issued by or on behalf of the Commission in

connection with the Commission System, and no such obligations are currently under examination by the Internal Revenue Service.

Section 7. Purchase of _____ Bonds by Commission. The Commission will not purchase any _____ Bonds.

Section 8. Records Retention. The Commission agrees to keep and retain or cause to be kept and retained sufficient records to support the continued exclusion of the interest paid on the _____ Bonds from federal income taxation and to demonstrate compliance with the covenants in this Certificate. Such records shall include, but are not limited to, basic records relating to the _____ Bond transaction (including this Certificate); documentation evidencing the use of _____ Bond-financed property by public and private entities (including, copies of leases, management contracts and research agreements); documentation evidencing all sources of payment or security for the _____ Bonds; or any contract relating to the water to be supplied from the Project to _____. Such records shall be kept for as long as the _____ Bonds are outstanding, plus the period ending three years after the latest of the final payment date of the _____ Bonds or the final payment date of any obligations or series of obligations issued to refund directly or indirectly all or any portion of the _____ Bonds.

Such records will be furnished to _____ on request. In the event of an examination of the _____ Bonds, the Commission agrees to cooperate with _____ at _____'s expense so that _____ may reasonably respond to any inquiry of the Internal Revenue Service.

Section 9. Future Events. (a) The Commission covenants that it will not take any deliberate action, deliberately omit to take any action or deliberately permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of proceeds of the _____ Bonds or of the facilities financed therewith) if taking, permitting or omitting to take such action would cause any _____ Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the _____ Bonds to be included in the gross income of the recipients thereof for federal income tax purposes.

(b) The Commission agrees that it will cooperate with _____ in responding to any inquiries from the Internal Revenue Service in connection with an examination of the _____ Bonds.

Section 10. Reliance by _____. The Commission acknowledges that the representations and covenants set forth in this Certificate may be relied upon by _____ in connection with its future issuance of the _____ Bonds in due course. Furthermore, the Commission acknowledges that with the delivery of future _____ bonds, duly qualified officers of the Commission will provide a certificate substantially in the same form of this

Certificate or reaffirm the representations in this Certificate for such future issue of _____ bonds.

Section 11. Termination. This Certificate shall remain in force as amended or supplemented from time to time, until the _____ Bonds are retired, except that Section 9 shall not terminate until three years after all _____ Bonds are retired.

If the Commission has any questions regarding its responsibilities under these covenants, it will contact _____ and request clarification or additional guidance.

Dated: June __, 2025.

DUPAGE WATER COMMISSION
COUNTIES OF DUPAGE, COOK AND WILL,
ILLINOIS

By: _____
Its: _____

EXHIBIT A

DEFINITIONS

“*Bond Counsel*” means _____ or such other nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds as selected by _____.

“*Capital Expenditures*” means costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation, taking into account the definition of Placed-in-Service set forth herein.

“*Code*” means the Internal Revenue Code of 1986.

“*Control*” means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

“*Controlled Entity*” means any entity or one of a group of entities that is subject to Control by a Controlling Entity or group of Controlling Entities.

“*Controlled Group*” means a group of entities directly or indirectly subject to Control by the same entity or group of entities. A Controlled Group includes the entity that has Control of the other entities.

“*Placed-in-Service*” means the date on which, based on all facts and circumstances (a) a facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

“*Regulations*” means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

EXHIBIT B
DRAWDOWN SCHEDULE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF AGENDA, MINUTES AND RESOLUTION

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

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the “*Meeting*”) of the Board of Commissioners held on the 19th day of June, 2025 insofar as the same relates to the adoption of a resolution entitled:

A RESOLUTION authorizing the Chairman of the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, to execute certifications related to the issuance of tax exempt bonds by the WaterLink Communities.

(the “*Resolution*”) a true, correct, and complete copy of which Resolution as adopted at the Meeting appears in the foregoing transcript of the minutes of the meeting.

I do further certify that the deliberations of the Board of Commissioners on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda for the Meeting (the “*Agenda*”), which Agenda contained a separate specific item concerning the proposed adoption of the Resolution, was posted at the location where the Meeting was held and at the principal office of the Board of Commissioners at least 48 hours in advance of the holding of the Meeting, **and a true, correct and complete copy of which Agenda is attached hereto**; and that the Meeting

was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Water Commission Act of 1985, as amended, and that the Board of Commissioners has complied with all of the provisions of said Acts and with all of the procedural rules of the Board of Commissioners in the adoption of the Resolution.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Commission this 19th day of June, 2025.

Commission Clerk

[SEAL]



Resolution #: R-58-25

Account: 01-60-628000, \$50,000

Approvals: *Author / Manager / Finance / Admin*

PDM - - PDM

REQUEST FOR BOARD ACTION

Date: 6/11/2025

Description: **A Resolution authorizing a contract for Communications Professional Services with Sikich, LLP in an amount not-to-exceed \$50,000**

Agenda Section: Administration Committee

Originating Department: Administration

DWC has a number of significant initiatives underway which necessitate the engagement of a professional communications consultant as the Commission does not employ personnel for this purpose. Some of the activities which require assistance in this regard are listed following:

- Branding and messaging; generate updated branding for continuity among 1) website update, 2) WaterLink project website and messaging, 3) Source Water Project website and messaging, 4) DWC event attendance and outreach event, 5) general outward facing DWC messaging and documentation;
- Logo refinement and update; consider update of logo for ADA compliance and to better communicate the reach of the Commission geographically.
- Develop standard templates which ensure continuity and professional presentation across all documents, including letterhead, transmittals, agendas, powerpoint decks, etc.
- Assist with media relations; prepare press releases when directed to do so, curate and manage an active list of media outreach contacts;
- Provide social media plan and activities, assist in managing on-line social media messaging and presence;
- Crisis communication; as required and necessary
- General Assistance / Indeterminant need; assist DWC as directed to manage communications, promotions, marketing, messaging, and preparation of materials.

DWC engaged Sikich LLP in an interview and scoping session and has found them to be well-positioned to perform the wide variety of required services. A general scoping document is attached which provides a not-to-exceed estimate for a variety of anticipated tasks. DWC staff also expects that there will be additional unanticipated or undefined activities which will become necessary over the coming

months, so additional services can be activated as directed when needed and will be charged against the not-to-exceed value on a time and materials basis. DWC intends to work with Sikich to activate tasks from the SOW menu, and as otherwise directed based upon priority over the coming months.

As the not-to-exceed value of this resolution is approached, DWC will evaluate additional needs and place a following Resolution on the Board agenda to extend funding at that time.

Recommended Motion:

To adopt Resolution R-58-25 approving a Professional Services Communications Contract with Sikich, LLP in an amount not-to-exceed \$50,000.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-58-25

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR COMMUNICATIONS CONSULTING WITH SIKICH, LLP

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 services of a Professional Services Communications Consultant are necessary to assist in updating and enhancing current communications systems and to provide continuity and adhere to professional standards; and

WHEREAS, Sikich LLP was engaged for consideration and found to be well positioned to provide the variety of services needed; and

WHEREAS, DWC has engaged with Sikich LLP to generate a general Statement of Work has been developed to establish not-to-exceed costs per task, which may be activated as necessary; and

WHEREAS, unanticipated or undefined activities can further be activated when needed to be paid for on a time and materials basis;

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 Statement of work contract document, 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 in an amount not-to-exceed \$50,000. 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.

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



PRODUCTION ESTIMATE		DATE: March 3, 2025	
Client: DuPage Water Commission			
Project: 2025-2026 marketing program			
Duration: May 1, 2025-April 30, 2026			
Execution (The Agency at Sikich)		SIKICH FEES	EXPENSES
<p>Branding and messaging: The Agency to host a brand workshop with key client stakeholders to determine marketing objectives, review all existing project plans and assets. After the brand workshop, The Agency to draft key messages for the "source water project" and develop a new logo and new visual identity for the project. The Agency will share three concepts for client review before narrowing down to two logos for client approval. This work will include up to three rounds of minor revisions (any additional revisions will be billed at an hourly rate). The final logo will include all visual identity and brand guidelines, including typography, color palette, relevant imagery/icon library, and a PowerPoint template with uniform slides for client use for all public-facing presentations. The Agency to also work with client to develop a community presentation to help articulate project goals and messaging in a compelling way to various stakeholders. Target: Hold 1, 2-hour brand workshop with all relevant client stakeholders, 1 set of key messages, 1 new project logo with multiple formats provided (.ai, .png, .jpg), 1 set of brand guidelines, 1 PPT template and 1 PPT community presentation.</p> <p>Expenses include team travel (TBD, in-person brand workshop), purchase of Adobe stock images.</p>		\$19,000	\$800
<p>Logo refresh with brand guidelines: The Agency to work to refresh and simplify the organization's current logo to be more inclusive of all municipalities served, more adaptable and more easily reproducible. The Agency will share three variations for client review before narrowing down to two logos for client approval. This work will include up to three rounds of minor revisions (any additional revisions will be billed at an hourly rate). The Agency will develop brand guidelines that incorporate the updated logo, current color palette, typography, and any existing iconography or supporting graphics to help create a cohesive brand document for internal and vendor usage guidance. Target: 1 new organization logo with multiple formats provided (.ai, .png, and .jpg) and 1 set of brand guidelines</p>		\$5,200	\$0
<p>Materials and assets: Upon final creation of new logo(s) and brand guidelines, The Agency to develop the following materials for the client to update and use as needed: 1) fully-designed email template in client's preferred format for communicating about project updates and progress with various partners/municipalities 2) press release template, including new boiler plate; includes one fully written press release. 3) Project FAQ; one frequently asked question document with responses drafted based on client discussion and existing project plans. Final document to be shared on website and used in response to media, partner and community questions. 4) communications package for sending to all municipalities, to include one package of materials for client to share with each municipality for communicating with their respective communities about the project. Target: 1 email template, 1 press release template, 1 draft press release, 1 project FAQ, 1 comms package for municipalities, includes an email with access to abbreviated brand guidelines, logo files, final FAQ document, social media template materials and any relevant existing materials.</p> <p>Expenses include 1 press release distribution via PRNewswire.</p>		\$28,000	\$3,000
<p>Website design and development: The Agency at Sikich will design and develop one basic microsite that includes existing project materials and assets, copy and design for homepage and four separate web pages, all created in template form for client updating and will include ADA compliance. Design will include a custom animation and an interactive timeline to help describe the project visually. The Agency will share three concepts for client review before narrowing down to one final microsite design and all design elements. This work will include up to three rounds of minor revisions and any additional revisions will be billed at an hourly rate. Website maintenance through duration of marketing program, including updating website with new materials. Target: New microsite including one custom animation or interactive timeline; 1 year of maintenance.</p> <p>Expenses include access to digital monitoring tools.</p>		\$30,000	\$500
<p>Media relations: The Agency to develop a media strategy to support the "source water project" and develop an editorial calendar with key media opportunities and potential story topics that would interest media. Team to update and refresh existing media list including all relevant media outlets and contacts, organized by potential topics of interest. They Agency will draft all relevant pitch notes to guide outreach to the media list. The Agency will also respond to all incoming media inquiries, working with client to develop and approve responses based on key messages and FAQs. Target: 1 media strategy with 4 recommended outreach efforts and associated media pitches and 12 months of reactive media efforts.</p> <p>Expenses include access to online media database tools.</p>		\$12,000	\$3,500
<p>Social media management: The Agency to develop a social media strategy to refresh the existing Facebook and Instagram profile. Work includes crafting community management guidelines, protocols for posting/responding to comments, development of template graphics, editorial calendar and recommended content. Upon relaunch of both profiles, The Agency will serve as community manager and handle all incoming comments and work with client to respond as needed. Target: Strategy and set up of 2 social media profiles (Facebook and Instagram) and development of 4 social media templates, 6 months of social media content creation (copy and images), publishing and management; up to 4 custom posts per month; unlimited scheduling and posting.</p> <p>Expenses include purchase of Adobe stock images for creation of templates.</p>		\$45,000	\$1,000
<p>Crisis communications: The Agency to support crisis media relations requests that fall outside the scope of the 2025-2026 marketing program. This includes responding to reactive inquiries that require a communication strategy or activity beyond 1 email response. Target: Crisis communications work, as requested by client, billed at \$350/hour.</p> <p>Note: Upon activation of a crisis communications need, The Agency will receive written approval from client before proceeding with the crisis hourly rate and will alert client once activities exceed \$5,000. Does not include any estimated expenses (e.g., press release distribution).</p>		\$350/hour	
<p>Management, measurement and reporting: The Agency to manage marketing program, measure and report on results, and meet with client to report on progress and discuss upcoming priorities. Target: Monthly marketing meetings.</p>			Included

This Statement of Work (this "SOW") dated March 3, 2025, is entered into by and between Sikich LLC ("Sikich", "we," "us," or "our") and DuPage Water Commission ("Client", "you," or "your") pursuant to that certain Agreement dated Jan. 21, 2025, between Sikich and Client (the "Agreement"). This SOW shall be governed by the terms of the Agreement, all terms of which are hereby incorporated herein by reference.

Management Responsibilities: We, in our sole professional judgment, reserve the right to refuse to take any action that could be construed as assuming management responsibilities. You agree to make all management decisions, perform all management functions, and assume all management responsibilities for the Services; oversee the Services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the Services performed; and to accept responsibility for the results of the Services, including decisions regarding the implementation of any recommendations provided by us. Client will establish and maintain internal controls relevant to its organization, including the security of email accounts or other methods used to communicate with our engagement team members, and monitoring the effectiveness of their operation.

Fees for services, schedule: The total amount authorized by this document is \$50,000. Sikich will share SOWs for projects, as the Client requests them. These SOWs will include fees, expenses, and an invoicing schedule. Final costs for projects may vary from the amounts listed in this document due to adjusted scopes and/or timelines. Client agrees to pay Sikich for hours worked on crisis communications (hourly rate: \$350), plus incurred expenses. Sikich will obtain Client's prior written approval for expenses not covered by this statement of work and will invoice expenses, as they are incurred.

Approved: _____ Date: _____



Resolution #: R-59-25

Account: 01-60-628000, 659000, 685100

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: **A Resolution Authorizing the General Manager to Purchase and Upgrade the Meter Shop Test Bench Computer and Associated Programs Through Concentric Integration, in accordance with DWC Purchasing Procedures**

Agenda Section: Administration Committee

Originating Department: Systems & Information Technology

Staff is requesting authorization to approve services from Concentric Integration to provide a replacement computer for the Meter Shop Test Bench and to upgrade the Rockwell and SQL software used to run the Meter Shop Test Bench calibration program.

The Meter Shop Test Bench calibration program was developed and integrated by Baxter & Woodman and has been supported by them since its inception, nearly twenty years ago. Concentric Integration is the technical branch of Baxter & Woodman that now handles control and integration support and services.

The Meter Shop Test Bench computer hosts and runs the meter calibration program through the Rockwell and SQL software. The computer functions as the primary interface for the Instrumentation and Metering Technician, and it has reached the end of its useful life. In addition, the current computer runs on a Windows 10 operating system, which will no longer be supported starting in October 2025. Concentric will provide a replacement computer that includes a Windows 11 operating system and will perform the transfer of the software and historical data from the existing system. Concentric will also upgrade the Rockwell and SQL software for compatibility with the Windows 11 operating system and perform testing with the Instrumentation and Metering Technician to ensure full functionality with the meter test bench apparatus and integrated components.

This expense is budgeted in the Annual Management Budget; Board approval is required due to the sole-source service provider.

The proposal for the upgrade services is broken down into three scope items:

Scope Item	Cost
Hardware	\$1,733.00
Software Licensing	\$937.00
Technical Services	\$14,130.00
Total	\$16,800.00

Hardware includes the purchase of a new host computer. Software licensing covers the purchase of updated Rockwell licensing. Technical services cover the estimated cost for setup, installation, data migration, and system testing. With the total cost of the proposal coming to a cost of \$16,800..

Recommended Motion:

To Adopt Resolution R-59-25

DUPAGE WATER COMMISSION

RESOLUTION NO. R-59-25

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE AND UPGRADE THE METER SHOP TEST BENCH COMPUTER AND ASSOCIATED PROGRAMS THROUGH CONCENTRIC INTEGRATION

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

WHEREAS, the Commission desires to purchase materials and technical services to upgrade the Meter Shop Computer and associated programs from Concentric Integration; and

WHEREAS, for ease of maintenance, the commonality of parts and support, the staff wishes to directly purchase a replacement computer, the associated setup, installation, configuration, data migration, and testing services;

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

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

SECTION TWO: The General Manager is hereby authorized to purchase the materials and technical services to upgrade the Meter Shop Computer and the associated programs from the Sole Source Supplier, Concentric Integration, in an amount not to exceed \$16,800.

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-59-25.docx



Project Proposal

June 5, 2025

Mr. Denis Cuvalo
Systems Engineer / IT Supervisor
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

Subject: Meter Shop Workstation Replacement

Concentric Project Number: 2500691.00

Dear Mr. Cuvalo:

DuPage Water Commission has a meter shop workstation running the Windows 10 operating system and Rockwell FTView SCADA software. This workstation is used in the Meter Shop for flow meter calibration. The operating system will reach the end of support in October 2025.

Along with upgrading the workstation, the Rockwell software must be upgraded for compatibility with the Windows 11 operating system. At the request of the DuPage Water Commission, Concentric Integration is proposing the following.

Scope of Services

Equipment

Concentric will provide the following equipment and licensing:

1. Dell OptiPlex 7000 Workstation
 - a. i7 Processor, 32 GB RAM, 500GB Hard Drive
 - b. Three-Year Warranty
2. Rockwell TechConnect Self-Assist with Coverage for One-Year for FTView Station SE and FTView Studio.

Labor

Project Management

1. Plan, schedule, and coordinate the activities that must be performed to complete the Project.
2. Coordinate a phone-based kick-off call.
3. Provide project status updates via email at a frequency of every two weeks.





Workstation Setup

1. Configure workstation by performing the following tasks:
 - a. Update firmware.
 - b. Create user accounts.
 - c. Apply Windows updates.
 - d. Install backup and anti-virus software if the Commission provides installation media and licensing information.

Installation of Application Software

1. Install and configure Rockwell FTView SCADA software on the workstation.
2. Migrate existing FTView software application to the newest version.

Installation of SQL Express

1. Configure SQL database by performing the following tasks:
 - a. Install SQL Express.
 - b. Migrate existing backup scripts.
 - c. Migrate existing database.
 - d. Configure IIS for the web browser reporting tool.
 - e. Confirm logging connections and integration testing with Rockwell FTView software.

Onsite Setup/Testing

1. Remove the existing computer and install the new workstation at the Main Pump Station. The Commission is responsible for disposing of the old computer properly.
2. Perform a test with an employee of DuPage Water Commission to ensure the software operates as expected. No new functions will be provided as part of this project.

Fee

Our fee for the above scope is a lump sum of \$16,800.00.

This proposal is valid for 90 days from the date issued.

Scope Item	Cost
Hardware	\$1,733
Software Licensing	\$937
Technical Services	\$14,130
Total	\$16,800



Concentric Assumptions / Customer Responsibilities

1. The customer will assign an initial project manager at the project kickoff meeting.
2. The customer will provide site access for installation, programming, and startup during the Customer's normal business hours. Work outside of the Customer's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
3. The customer understands that all existing equipment is assumed to be in good working order. If any other equipment does not perform as expected, Concentric will work with the Customer to repair it as needed under a separate contract.
4. The customer will dispose of/recycle any removed equipment.
5. The customer understands that software/materials purchased outside Concentric may require regular support, and Concentric will coordinate directly with the manufacturer to identify support costs for future budgeting purposes.

Annual Support

This project will add additional hardware and software to the Customer, some of which has support or maintenance associated with it. Concentric recommends that the Customer maintain any applicable support agreements once the initial support/warranty periods expire. On this project, we have included the following support agreements, which all begin approximately on the date the product is shipped (not necessarily the date it is onsite) and last for one year.

The following is the recommended support and estimated amounts for annual renewals (this is provided solely for budgetary purposes and will need to be quoted at the time of renewal):

Description	Annual Renewal
Rockwell Factory Talk Software	\$1,000.00
Total	\$1,000.00
Manufacturer standard warranty on all other hardware	

Project Schedule

Concentric is available to begin work upon notice to proceed.



Warranty

The warranty listed in the Standard Terms and Conditions (Paragraph 12.2):

- DOES apply
- DOES NOT apply

Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature below.

Third Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- DOES apply
- DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing.

Standard Terms and Conditions

Concentric Integration, LLC's Standard Terms and Conditions, Version 10.2 (V10.2), located at <http://goconcentric.com/standard-terms/> are hereby incorporated into this Project Proposal as though fully attached hereto. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.





Acceptance

If this proposal is acceptable, please sign one copy and return it to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC



Michael D. Klein, PE
President
MDK/DSS



CUSTOMER:
DUPAGE WATER COMMISSION

ACCEPTED BY: _____
TITLE: _____
DATE: _____

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Resolution #: N/A

Account: 01-60-662100

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 6/12/2025

Description: Travel for two (2) Commission Employees for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, at an estimated cost of \$2,000.

Agenda Section: Administration Committee

Originating Department: Administration

Each of the high-lift pumps is equipped with a hydraulically-operated Cone Valve to develop and regulate necessary pumping discharge head pressure when initiating operator start-up command to an HLP. Resolution R-2-24 approved the removal and reconditioning of each individual Cone Valve. Upon completion of each valve reconditioning, it is imperative that each valve be inspected and tested at the repair facility in York Pennsylvania prior to shipment back to Elmhurst for reinstallation and commissioning. This request is for DWC staff to travel to the repair facility, inspect and witness test the 1st of the nine valves scheduled for reconditioning. The program is budgeted in the FY-25/26 budget and the intention is to carry through for the next several fiscal years.

Location/Event			Budgeted/Estimated
Dates	Description	Attendees	Expenditure
TBD	Factory Valve Testing for High Lift Pump Cone Valve Rebuilds – York Pennsylvania	<div style="background-color: #cccccc; width: 100px; height: 15px; margin-bottom: 5px;"></div> Manager of Water Operations <div style="background-color: #cccccc; width: 100px; height: 15px; margin-bottom: 5px;"></div> Operations Supervisor	Estimated at \$2,000 (includes Lodging/Transportation and per diems)

Recommended Motion:

To authorize Business-Related Travel Expenses two (2) Commission Employees for Factory Valve QA/QC Testing for High Lift Pump Cone Valve Rebuilds in York Pennsylvania, at an estimated cost of \$2,000 as included in the FY-25/26 Management Budget and as listed above.

**DUPAGE WATER COMMISSION
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	June 12, 2025
Name of Attendee	[REDACTED]
Job Title	Manager of Water Operations
Department	Administration

Purpose of Travel	Factory Witness Testing of Re-built High-Lift Pump Control Valve
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Destination	York, Pennsylvania
Date of Departure	TBD
Date of Return	TBD

Please indicate the estimated amount for each applicable expense:

Air Fare:	\$350.00
Rental Car:	\$200.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$300.00
Registration (including reference materials):	\$0.00
Meals and Tips:	\$150.00
*Miscellaneous (describe below):	
Total Estimated Expense:	\$1,000.00

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

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Recommendations for Approval:

Department Head:	[REDACTED]	Date:	June 12, 2025
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**DUPAGE WATER COMMISSION
OVERNIGHT/OUT OF STATE TRAVEL REQUEST**

Request Date	June 12, 2025
Name of Attendee	[REDACTED]
Job Title	Operations Supervisor
Department	Operations

Purpose of Travel	Factory Witness Testing of Re-built High-Lift Pump Control Valve
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Destination	York, Pennsylvania
Date of Departure	TBD
Date of Return	TBD

Please indicate the estimated amount for each applicable expense:

Air Fare:	\$350.00
Rental Car:	\$200.00
Other Transportation (Mileage/Parking/Shuttles/Taxi/Rideshare):	\$0.00
Lodging:	\$300.00
Registration (including reference materials):	\$0.00
Meals and Tips:	\$150.00
*Miscellaneous (describe below):	
Total Estimated Expense:	\$1,000.00

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

Recommendations for Approval:

Department Head:	[REDACTED]	Date:	June 12, 2025
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